



Title: Cumberland County Full Service Maintenance Program for Water Storage Tank

Issue Date: September 22, 2017

Due Date: **November 3, 2017 by 2:00 pm (EST)**

By Mail: Cumberland County
Attn: Vivian Seay Giles
P.O. Box 110
Cumberland, VA. 23040

In Person: Administrator's Office
1 Courthouse Circle
County Administration
Cumberland, VA 23040

Pre-proposal Meeting: A **Mandatory Pre-Proposal** meeting will be held **October 11, 2017 at 1:00 p.m.** in the Cumberland County Administration Basement conference room. Following this meeting, the County will visit the water tower tank to allow Offerors a chance to look at the tank up-close. This will be the only time the County will open the tank site for potential offerors. All requests to climb tanks must be submitted separately and prior to pre-proposal meeting to the attention of Bryan Saxtan or David Watson.

Inquiries: Questions related to this project should be directed to:
Bryan Saxtan, Utilities - 804-492-9267 bsaxtan@cumberlandcounty.virginia.gov
Or
David Watson, Water Operator - 804-385-5766 dwatson@cumberlandcounty.virginia.gov

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, family status or any other basis prohibited by state or federal law relating to discrimination in employment.

In compliance with this Request for Proposal (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____#2_____#3_____#4_____

(Please Initial)

SHIPPING TERMS: ALL PRICES QUOTED F.O.B CUMBERLAND COUNTY, VIRGINIA.

Name and Address of Company:

Signature: _____
Name (Printed): _____
Title: _____
Phone Number: _____ Fax Number _____
Email: _____

FEI/FIN# _____



**CUMBERLAND COUNTY
REQUEST FOR PROPOSAL #09-22-2017
CUMBERLAND COUNTY
FULL SERVICE MAINTENANCE PROGRAM FOR WATER TOWER TANK**

I. PURPOSE

The purpose of this Request for Proposal is to solicit sealed proposals through competitive negotiation from interested firms (Offerors) to implement a renovation and full service maintenance program for one 250,000-gallon elevated water tank. The work shall include, but not be limited to, the renovation, repair, repainting, inspection, washout and preventative maintenance of the tank in the County's municipal system. Cumberland is seeking to compile a list of three or more firms that would be available to provide such services to the County in a timely manner, thereby reducing the County's cost and time for advertising and developing multiple RFPs.

II. BACKGROUND

Cumberland County is located in central Virginia approximately one hour outside of the capital of Richmond. The county has around 10,052 residents and has a local water facility, which supplies water to around 150 customers serving around 1,500 people. The county has one water tower tank, which is steel welded and has a 250,000-gallon capacity.

III. SCOPE OF WORK

A temporary system to provide pressures above 20 psi to all portions of the distribution system will need to be put into service and made operational three (3) days prior to the draining of the elevated tank and during all inside cleaning phases of the tank. This temporary system will stay in service until the tank has been satisfactorily tested, disinfected, approved and refilled with potable water. The design of the temporary system must be sealed by a Professional Engineer licensed in the state of Virginia and submitted to the Virginia Department of Health, Office of Drinking Water's Danville Field Office for approval prior to construction.

Interior Renovation (Phase I)

1. The complete interior (100%) shall be abrasive blast cleared to SSPC-SP#10 "Near White Metal" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec or Induron Company and certified to meet ANSI/NSF Standard 61 shall be applied per SSPC and manufacturer's specifications as follows:
 - a. Prime Coat: One (1) complete coat of primer, i.e. Tnemec Series 94-H20 Hyrdo Zinc (Greenish-Gray), shall be applied to achieve a dry film thickness of 2.5-3.5 mils.
 - b. Intermediate Coat: One (1) completed finish coat of epoxy, i.e. Tnemec Series 20 Epoxy, shall be applied to achieve a dry film thickness of 4-5 mils. Total interior coating system dry film thickness shall be 8-10 mils DFT.
 - c. Final Coat: One (1) completed finish coat, i.e. Tnemec Series 20 Epoxy, shall be applied to achieve a dry film thickness of 4-5 mils. Total interior coating system dry film thickness shall be 10.5-11.5 mils DFT.

- d. Contrasting Color: Each coat of epoxy paint shall be of a contrasting color.
 - e. Stripe Coat: One (1) additional coat of epoxy shall be applied by brush and roller to all weld seams.
 - f. The interior shall be sealed in a watertight condition and made ready for service.
4. After the liner has properly cured, the interior surfaces shall be disinfected per AWWA Standard C-652 Spray Method No. 2 (200 PPM).
 5. The spent abrasive media shall be tested per TCLP (8) Heavy Metals as mandated by the State.
 6. Once the test results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly. The tank shall be sealed and made ready for service.

After completion, the contractor will complete all bacteriological testing required by the Virginia Department of Health Office of Drinking Water. All interior coating to be approved by the Office of Drinking Water, Danville Field Office prior to completion.

Exterior Renovation (Phase II)

1. Full Abrasive Blast Cleaning: All exterior surfaces shall be fully stripped to bare metal by abrasive blast cleaning as outlined in SSPC-SP6 Commercial Blast Cleaning.
2. Debris Containment: All debris generated during the abrasive blasting operations shall be contained on site. The Contractor shall utilize a Class 2A Containment System as described in SSPC Guide 6. Containment materials may be Type A2-Flexible. Penetrability shall be Type B1-Air Impenetrable. Support structure may be Type C2-Flexible. Joint treatments shall be Type D1-Full Seal. Entryways may be Type E3-Overlap. Air Supply Points may be Type F2-Open. Input verification. Air movement inside containment shall be Type II-Minimum. Exhaust Air Flow/Dust Collection shall be Type J1-Air Filtration Required.
3. Exterior Paint System:
 - a. Prime Coat: Spray, brush, or roll all exterior surfaces with one (1) coat of primer, i.e. Tnemec Series 94-H20 Hyrdo Zinc (Greenish Gray) to a minimum dry film thickness of 2.5-3.5 mils. Allow a minimum of 24 hours drying time before recoating.
 - b. Intermediate Coat: Spray, brush, or roll all exterior surfaces with one (1) coat of epoxoline, i.e. Tnemec Series 66 Hi-Build Epoxoline (tinted to approximate color of final coat) to a minimum dry thickness of 3-4 mils. Allow a minimum of 24 hours drying time before recoating.
 - c. Final Coat: Spray, brush, or roll all exterior surfaces with one (1) full finish coat, i.e. Tnemec Series 72 Endura Shield, to a minimum dry film thickness of 2.5-3.5 mils.
 - d. Total System:
 - i. Number of Coats: Three (3) full
 - ii. Total Minimum Dry Film Thickness Range: 8-11 mils
 - e. Logo: **(All quotes to be priced with and without the logo application)**

IV. PROVIDED

The details of this proposal shall include information on all of the following items. Additionally, each prospective firm may submit other information as deemed appropriate for the proper evaluation of his or her proposal. The proposal shall include:

1. An informative narrative introducing your firm, including a statement of qualifications for all individuals responsible for providing service under this contract. Summary resumes of all full time employees dedicated to technical services (engineers and NACE certified employees) are mandatory. A **copy of the State Contractor's License** must be included in the response to this RFP. If part of this contract is sub-let, the subcontractor must provide the same.
2. The details of appropriate work and renovation plan for the tanks. This shall include but not be limited to the evaluation of the tanks with particular regard to the internal and external structural condition of the tank and any of its appurtenances, need for painting and condition of the foundation. Each contractor is responsible for testing the current materials in place on the tank for

hazardous content. **Methods for handling and disposing of hazardous wastes should be explained.**

3. A list of systems that are currently being maintained by the proposer should be submitted. Include the name of the system, person of contact, telephone number of contact, and number of tanks in that system under contract. A list of systems within Virginia must be submitted to be considered. If part of this contract is sub-let, the subcontractors must provide the same.
4. Specifications on the frequency and degree of inspection and cleanout services the Owner could expect under the terms of the maintenance contract. The tanks shall be inspected annually with a complete report provided to Cumberland County. A minimum of three (3) washout inspections with detailed engineering report shall be conducted in any ten (10) year period. Additionally, each perspective firm should address the requirements to assume responsibility for all corrections and repairs to the tank necessitated by acts of vandalism or through normal deterioration.
5. Adherence to the specifications given in this RFP. All surface preparation and coatings specified should be strictly adhered to. Additionally, as a method for determining the scheduling for future repainting should be addressed for the tanks. **All required permits, approvals, etc. will be the sole responsibility of the successful firm.**
6. Proposals shall be for a 10-year contract period. The firm may never cancel the contract for any reason other than non-payment by Cumberland County. The contract must include a detailed fee schedule with a not to exceed inflationary adjustment factor so Cumberland can calculate future maintenance costs for an indefinite time. All future work after the initial rehabilitation, shall be covered by the annual fee with no extra charges for future work.
7. Identify the method of compliancy with the Government Accounting Standards Board, statement 34 "Asset Management System." The method of compliancy must meet the GASB 34 Asset Impairment Modified Approach requirements and include specific interior and exterior coating renovation cycles, inspection cycles, measurement scales, and condition ranking. The Asset Management System detailed in the proposal must permit Cumberland to justifiably categorize their water storage tank as a non-depreciating capital infrastructure asset.
8. Demonstrated capability to successfully manage the information flow during the course of maintaining and managing Cumberland's water storage tank. Capability must exist for Cumberland to view information via the internet.
9. All work must comply with OSHA Confined Space Entry, the Commonwealth of Virginia, A.W.W.A., N.S.F. and F.C.C. regulations.

IV. **PROPOSAL SUBMISSION GUIDELINES**

A. Proposals shall contain the following information, in the order listed:

1. Cover page of this RFP, which contains:
 - i. Acknowledgement of all addenda (if any).
 - ii. Requested contact information.
 - iii. Original signature of an agent authorized to bind the company.
 - iv. Company FEI/FIN number
2. Completed SCC required form (**Attachment A**).
3. Insurance Requirement Form (**Attachment B**).
4. Certificate of Insurance Form (**Attachment C**).
5. Copy of State Contractor's License (**Attachment D**).
6. Completed Contractor's References: A **minimum** of Six (6) references for which Offeror has completed services comparable to those described in this RFP. For each reference, detail:
 - a) Name of firm;
 - b) Address of firm;
 - c) Name, title, address, e-mail address, and phone and facsimile numbers of a contact for the firm;
 - d) Number of years Offeror has served the firm; and
 - e) Brief summary of scope of services provided.

- B. All proposals shall include a detailed evaluation of the water tower tank with special regard to the internal and external structural condition of the tank and appurtenances, need for painting and condition of each foundation.
- C. All proposals should include a detailed outline of work to be done for the water tower tank. Offeror shall include the frequency and degree of inspection and cleanout services
- D. Proprietary Information--Ownership of all data, materials, and documentation originated and prepared for Cumberland County pursuant to the RFP shall belong exclusively to Cumberland County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of **§ 2.2-4342F of the Code of Virginia**, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- E. **Offeror must submit one (1) original and three (3) copies of each proposal to Cumberland County.** Each copy must contain an original signature. All pages of the RFP should be numbered. No other distribution of the proposal shall be made by the Offeror.
- F. Offeror must also submit a copy of the RFP, any addenda, attachments and other documentation on a **Flash Drive**, which must be Microsoft Windows compatible.
- G. Submit Proposals in a sealed envelope or package. Clearly label the shipping/ mailing packaging as well as the outside of your sealed envelope or package with the proposal item number, closing date and time, and your firm's name and address. **Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.** Proposals will be received on or before **November 3, 2017 at 2:00 p.m.** to Vivian Seay Giles at County Administration unless otherwise modified by subsequent Addenda.

The official time used for the receipt of responses is determined by reference to the clock designated by the Administration department. The Administration department shall determine when the Proposal Receipt Deadline has arrived and shall announce that the deadline has arrived and that no further proposals or proposal modifications will be accepted.

V. CLARIFICATION OF TERMS

Please direct any questions or requests for documents to Vivian Giles at vgiles@cumberlandcounty.virginia.gov or by phone 804-492-3578. Deadline to contact Vivian Giles for concerns, questions or requests is **November 2, 2017 at 4:30 p.m.** All questions or requests for information should be submitted on a Request for Information so that all offerors may benefit from the same information.

VI. INSURANCE

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage set forth below at the time the contract is awarded. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages 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. Contractor must submit to Cumberland County Administration Department certificates of insurance prior to beginning of work. It is the responsibility of the contractor to immediately notify Cumberland County should any policy

be cancelled or changed. Failure to notify Cumberland County shall constitute a material breach of contract.

A. **Minimum Insurance Coverages and Limits Required:**

1. Workers' Compensation - Statutory requirements and benefits.
2. Employer's Liability - \$1,000,000
3. Commercial General Liability: \$1,000,000 combined single limit.
4. Automobile Liability - \$1,000,000 combined single limit.
5. Miscellaneous Error and Omissions \$1,000,000 per occurrence
6. Umbrella/Excess Liability - \$5,000,000

VII. RECEIPT AND OPENING OF PROPOSALS

A) It is the responsibility of the Offeror to assure that the proposal is delivered to the place designated for receipt of proposal and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.

B) Proposals will be opened November 3, 2017 at 2:15 p.m. in the Cumberland County Administration Building basement Conference Room and their contents made public for the information of those submitting proposals and others interested who may be present either in person or by representative. The officer or agent of the owner, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a proposal not properly addressed and identified.

C) The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of proposals received.

VIII. EVALUATION OF CRITERIA

Evaluation Criteria: Proposals shall be evaluated by the Agency using the following criteria:

1. Relevant experience with similar projects
2. Qualifications and experience of key contract team members who are actively involved throughout the entire contract.
3. References from other similar projects.
4. Price
5. Specific plan and/or methodology to be used to perform the services.
6. Contract duration and terms proposed.

IX. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award the contracts as a Result of this solicitation, Cumberland County will publicly post for inspection in the County Administration office and on the Cumberland County website at

www.cumberlandcounty.virginia.gov/bidsprops

X. AWARD

After evaluation of the Proposals received in response to the RFP, Cumberland County shall engage in individual discussions and interviews with proposers deemed fully qualified, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services. Repetitive informal interviews are permitted. Proposers shall be encouraged to elaborate on their qualifications, performance data, and staff expertise relevant to the proposed contract. Proposers may also propose alternate concepts or methodology. At the conclusion of the informal interviews and on the basis of the information provided and developed in the selection process to this point, the Cumberland County shall rank, in the order of preference, the interviewed proposers whose professional qualifications and proposed services are deemed most meritorious. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Cumberland County Board of Supervisors may decide which, in its opinion, has made the best proposals, and shall award the

contracts to those offerors. Cumberland County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

XI. PREPROPOSAL CONFERENCE

An **Mandatory Pre-Proposal** meeting will be held **October 11, 2017 at 1:00 p.m.** in the Cumberland County Administration Basement conference room. Following this meeting, the County will visit the water tower tank to allow Offerors a chance to look at the tank up-close. This will be the only time the County will open the tank site for potential offerors. All requests to climb tanks must be submitted separately and prior to pre-proposal meeting to the attention of Bryan Saxtan or David Watson. This meeting is to ask questions only specific to the submittal of the RFP for this project, this is not a discussion about anything beyond the scope of the RFP.

XII. GENERAL TERMS AND CONDITIONS

A. 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 Cumberland County. Cumberland County 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). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

B. ANTI-DISCRIMINATION

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, family status or any other basis prohibited by state or federal 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.
 - 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 paragraph 1 above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

C. ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

D. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written contract with Cumberland County, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in Cumberland County, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

E. DEBARMENT STATUS

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

F. ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Cumberland County 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 Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Cumberland County under said contract.

G. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

H. PROHIBITION OF ALCOHOL AND OTHER DRUGS

§2.2-4312 of the Code of Virginia shall be applicable. It provides as follows:

“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 in accordance with this chapter, 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.”

(b) The Contractor shall also establish, maintain and enforce policies, which prohibit the following acts by all Contractor, Subcontractor and Supplier personnel at the Site:

(1) The manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or other drugs, except possession and medically prescribed use of prescription drugs; and

(2) The impairment of judgment or physical abilities due to the use of alcohol, marijuana or other drugs, including impairment from prescription drugs.

XIII. SPECIAL TERMS AND CONDITIONS

A. AGENCY'S RIGHT TO ISSUE RFP'S AND PROJECT ORDERS

The Owner reserves the right, at its sole discretion, to issue RFPs for similar work, for other disciplines or types of work, and for other projects as the need may occur. The contractor may have only one Maintenance Program term contract in effect with an agency or its subsidiaries or branches at any time. The Owner also reserves the right to issue project orders to other contractors under term contracts at its sole discretion, based on its evaluation of each contractor's expertise, current workload, capabilities, performance record, location or distance to the project, and other factors as may be pertinent to the particular project. The Owner also reserves the right under the provisions of this Contract to issue a project order to the contractor to provide services of a similar type or discipline covered by this RFP to a subsidiary, branch or state agency in the same geographic area.

B. Cumberland county reserves the right to require background checks on all employees involved in the project due to water tower tanks location near a public school.

C. AUDIT

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment.

D. PAYMENT

Invoices for each individual project shall be submitted by the contractor to the Cumberland County Finance Department and shall be paid in accordance with state and federal law. All invoices shall be in strict accordance with the terms of any contract awarded in response to this Request for Proposals. The fees for the services on each project shall be negotiated individually on a lump sum basis considering the scope of services required, the estimated man-hours required for each skill level/discipline, and the labor rates agreed upon listed in the contract. The compensation shall be determined by the certified record of man-hours expended by classification, skill level and discipline, and the hourly rates for each as listed in the contract. The contract prepared will document the negotiated acceptable labor rates for the various classifications, skill levels and disciplines. These rates will be used by the County for arriving at a lump sum fee total. If a project is to be performed on a lump sum basis, the County shall determine a lump sum based on the scope of service required, the estimated man-hours required for each classification, skill level and discipline, and the labor rates agreed upon during the contract negotiations.

E. WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on the proposal form itself, on the envelope in which the proposal is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

F. PROPOSAL BINDING

Offeror must agree that this proposal be binding and may not be withdrawn for a period of ninety (90) days after the scheduled closing date of this RFP.

G. ATTACHMENTS

- a) State Corporation Commission Form
- b) Insurance Requirement Form
- c) Certificate of Insurance
- d) Copy of State Contractor's License

Attachment A

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The offeror:

is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

NOTE:

Check here if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver).

Attachment B

INSURANCE REQUIREMENT FORM

Insurance: The contractor shall maintain adequate liability insurance, which shall protect and save harmless the County of Cumberland, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of insurance prior to commencement of services. Separate forms, which name the County as additional insured and as alternate employer, must be included with the Certificate of Insurance.

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the County. Evidence of coverage needs to be provided prior to commencement of work.

Contractor shall have ten (10) days from notice of intent to award to provide insurance documentation. Failure to and forms within this period may be cause for the County to award a contract to the next responsive bidder, and hold the original contractor liable for excess costs.

Type of Insurance Coverage & Limits

1. Workers' Compensation - Statutory requirements and benefits.
2. Employer's Liability - \$1,000,000
3. Commercial General Liability: \$1,000,000 combined single limit.
4. Automobile Liability - \$1,000,000 combined single limit.
5. Miscellaneous Error and Omissions \$1,000,000 per occurrence
6. Umbrella/Excess Liability - \$5,000,000

Attachment C

CERTIFICATE OF INSURANCE

Project:

Location: County of Cumberland

Owner: County of Cumberland
1 Courthouse Circle
Cumberland, VA 23040

Contractor (Insured): _____

Address: _____

The undersigned hereby certifies that the following policies, subject to their terms, conditions and exclusions have been issued by the named companies to the above insured and are presently in full force and effect:

A. WORKMEN'S COMPENSATION:

Policy No. _____ Expiration Date: _____

Insurance Co. _____ Address: _____

Coverage: Statutory Workmen's Compensation. Employers liability limit \$ _____ each accident.

B. COMPREHENSIVE GENERAL LIABILITY & PROPERTY DAMAGE:

Policy No. _____ Expiration Date: _____

Insurance Co. _____ Address: _____

LIMITS:

Bodily Injury. Including Personal Injury

\$ _____ Each person property damage / \$ _____ Each occurrence

\$ _____ Each Occurrence / \$ _____ Aggregate

\$ _____ Aggregate Other _____

C. COMPREHENSIVE AUTOMOBILE LIABILITY & PROPERTY DAMAGE

Policy No. _____ Expiration Date: _____

Insurance Co. _____ Address: _____

LIMITS:

Bodily Injury \$ _____ Each person property damage / \$ _____ Each occurrence

Other _____

COVERAGE PROVIDED – For operation of all owned, non-owned and hired vehicles.

Continued.

D. UMBRELLA EXCESS LIABILITY:

Policy No. _____ Expiration Date: _____

Insurance Co. _____ Address: _____

LIMITS: Single Limit Bodily Injury and Property Damage \$ _____ Each Occurrence.

COVERAGE PROVIDED – Applies in excess of the coverage’s listed above for Employer’s Liability, Comprehensive General, Automotive and Property Damage Coverage.

The undersigned further certifies that in the event of cancellation or any material change in any of the above policies, thirty (30) days prior written notice of such cancellation or change shall be delivered by registered mail to the above Owner.

NAME OF AGENCY: _____

Address _____

Date: _____ By: _____

Authorized Insurance Representative
(Signature Required)