



**CUMBERLAND COUNTY**  
**REQUEST FOR QUOTATIONS RFQ 2023-01**  
**Randolph Transfer Station Fence Project**

**FROM:** Derek Stamey, County Administrator  
Post Office Box 110, 1 Courthouse Circle, Cumberland, Virginia 23040  
(804) 492-3625  
Dstamey@cumberlandcounty.virginia.gov

**DATE:** January 10, 2023

Cumberland County is soliciting quotes from qualified and licensed contractors to install fencing at the Randolph Transfer Station.

**RESPOND IN WRITING TO Derek Stamey BY MAIL OR E-MAIL**  
**NO LATER THAN January 30, 2023.**

**RFQ DOCUMENTS:**

- RFQ
- Plans/Specifications – see attached

**SCOPE OF WORK**

The scope of work will include, but not limited to the following:  
Round pipe fencing posts and top bar, 20 weight, with 0.080" wall thickness. Top rail 1 5/8",  
Line posts 1 7/8", Terminal posts 2 3/8."

Approximately 580 linear feet of fencing. 11-gauge mesh. (3) 20-foot cantilevered gates.

**SCHEDULING**

Contractor shall submit a schedule of work with the quote.

**REFERENCES**

Provide three (3) references for similar work completed within the past three (3) years.

**QUESTIONS:** Questions shall be directed to Derek Stamey in writing. Responses in the form of an Addendum will be posted on the County's website 3 days prior to the due date.

**QUOTE FORM**  
**RFQ 2023-01 Randolph Transfer Station Fence Project**

Quote shall be to provide all supervision, equipment, labor and materials necessary to complete the work per all terms, conditions and specifications herein.

QUOTE..... \$ \_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_ )

Quotes shall be shown in both words and figures. In the case of a discrepancy, the amount shown in words will govern

Name and Address of Firm: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Contractor's License No. \_\_\_\_\_

FEI/FIN NO. \_\_\_\_\_

State Corporation Commission (SCC) NO. \_\_\_\_\_

**ACKNOWLEDGE RECEIPT OF:**

Addendum 1 \_\_\_\_\_

Addendum 2 \_\_\_\_\_

**\*This quote remains valid through the sixty (60) days after the opening date.**

## **GENERAL TERMS AND CONDITIONS**

1. **ADDENDUM**. County shall submit any material change to all bidders through issuance of an addendum. County will not be responsible for oral instructions, suggestion, or interpretation.
2. **APPLICABLE LAW**. The Contract and the services provided will be governed in all respects by the laws of Virginia, except its conflicts of law. Venue for any litigation arising out of it will be brought in the courts of Cumberland County, Virginia. Bidder shall comply with all applicable federal, state, and local laws and regulations.
3. **APPROPRIATIONS**. County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for this purpose through appropriation by the Board of Supervisors.
4. **AWARDS**. Awards will be based on determination of the lowest responsive and responsible bidder. No contract will be awarded to a bidder who is determined by the Purchasing Agent to be non-responsive.
5. **BIDDER'S FORMS**. If Bidder, in connection with any subsequent contract, will ask County to execute any of its (Bidder's) forms or agreements, such forms shall be submitted with quote.
6. **CONFIDENTIALITY**. In the course of performance, the parties recognize that Bidder may come in contact with or become familiar with information which County may, within the law, consider confidential. This information includes, but is not limited to, information pertaining to personal information of personnel, citizens, or clients. Bidder shall keep all such information confidential in accordance with state and federal laws and regulations.
7. **DESIGNATED PERSONNEL**. Bidder may not change personnel in key positions designated in the staffing section of its quote without the permission of County. County will not consent to or accept any substitutions if, in its sole discretion, to do so would increase County's cost or would result in the reduction of quantity or quality of the services to be provided.
8. **EQUIPMENT**. All equipment bids must be new, unused, of current production, and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this quote.
9. **ETHICS IN PUBLIC CONTRACTING**. This Request for Quotations incorporates by reference any applicable state or federal law related to ethics, conflicts of interest, or bribery, including the Virginia Conflicts of Interest Act, the Virginia Governmental Frauds Act, and the Virginia Code. Bidder certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with this solicitation, and that it has not conferred on any public employee having official responsibility for this solicitation 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. Bidders shall complete and submit the attached Certification of No Collusion (Attachment A), which shall constitute material representations and warranties with respect to this Request for Quotations.
10. **FAITH-BASED ORGANIZATIONS**. County does not discriminate against faith-based organizations.
11. **FORCE MAJEURE**. Unless otherwise specified in the Contract, neither Bidder nor County will be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure

is due to strikes, fires, riots, rebellions, or Force Majeure which are beyond the control of Bidder or County and which make performance impossible or illegal.

12. CUMBERLAND BUSINESSES. It is the policy of Cumberland County to facilitate the establishment, preservation, and strengthening of minority-owned businesses, service-disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Cumberland County, and to encourage their participation in County's procurement activities. These businesses are encouraged to respond to all solicitations. In addition, County strongly encourages Bidder to actively solicit these types of businesses as subcontractors/suppliers for projects. Bidder is asked, as part of its submission, to describe any planned use of such businesses in fulfilling the requirement of this Request for Quotations.

13. IDENTITY. County shall not disclose the identity of bidders prior to bid opening except in the case of construction contracts.

14. IMMIGRATION REFORM AND CONTROL ACT OF 1986. Bidder shall not knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

15. INDEMNIFICATION. Bidder shall hold harmless and indemnify County and all of its officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, actions, or reasonable costs (including court costs and attorney's fees) resulting from or arising out of its work required by the Contract Documents, including, but not limited to, the negligence, gross negligence, or willful misconduct of Bidder's employees or agents.

16. INSURANCE. Bidder shall, by a date to be established by County, purchase and maintain, at its own expense, from a company(is) authorized to do business in Virginia, insurance policies with the following types of coverages and minimum limits of liability, protecting from claims which may arise out of or result from Bidder's performance under this RFQ, and also covering anyone directly or indirectly employed by Bidder or for whose acts it may be liable, with respect to the performance hereunder:

- A. Comprehensive General Liability, including Premises and Operations, with limits of  
\$1,000,000 per occurrence / \$2,000,000 Total Bodily Injury (including death)  
\$1,000,000 per occurrence / \$2,000,000 Total Property Damage
- B. Comprehensive Automobile Liability with limits of  
\$1,000,000 per occurrence / \$2,000,000 Total Bodily Injury (including death)  
\$1,000,000 per occurrence / \$2,000,000 Total Property Damage
- C. Employer's Liability for Participants not covered by workers' compensation insurance in an amount not less than \$100,000.
- D. Professional Liability Insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. If Bidder's professional liability coverage is on a "claims-made" basis, then Bidder shall obtain extended reporting (tail) coverage (with the same liability limits) upon expiration of this Contract for at least 3 years following the expiration or termination of the Contract.

Successful Bidder shall obtain and maintain such workers' compensation coverage as may be required pursuant to the provisions of the Virginia Code and shall require any subcontractor to do the same. Successful Bidder shall include the provisions of this subsection within each of its subcontracts, so as to bind each subcontractor.

A certificate of insurance shall be submitted to County upon its request and included as part of the Contract.

Successful Bidder shall furnish County a binder adding County as an additional insured on the comprehensive general liability and comprehensive automobile liability policies and include the following

language: "The above-described policies shall not be canceled, modified, or amended, or coverage reduced without the issuing company providing 30 business days advance written notice to Cumberland County."

Should insurance coverage be changed or canceled, Successful Bidder shall furnish a valid binder evidencing the required insurance. Failure to deliver such binder will result in suspension of all payments until the binder is furnished.

All insurance required shall be and remain in full force and effect for the term of the Contract.

No contract shall be binding upon County until all insurance requirements and policies, have been timely obtained by Contractor, approved as to form and sufficiency by the County Attorney, and, if requested, filed with County.

17. LICENSING. If a procurement of \$1,000 or more involves construction, removal, repair or improvement of any building or structure permanently annexed to real property or any other improvement to such real property, Contractor must possess one of the following licenses issued by the State Board for Contractors for the type of work involved (Code of Virginia, §§ 541.1-1103 and 54.1-1115):

- A. **Contractor License A** – If the contract is \$120,000 or more or if contractor does \$750,000 or more business within a 12-month period.
- B. **Contractor License B** – If the contract is \$10,000 or more, but less than \$120,000 or if contractor does \$150,000 or more, but less than \$750,000 in business within a 12-month period.
- C. **Contractor License C** – Over \$1,000, but less than \$10,000 or if contractor does less than \$150,000 in business in a 12-month period. Note: The Board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors.

An unlicensed vendor submitting a bid or proposal where such license is required is nonresponsive and in violation of state law. Any buyer who knowingly receives or considers a response from an unlicensed vendor when a license is required is in violation of state law (Code of Virginia § 54.1-1115). Contractors must be licensed in the proper classification and specialty to perform the work required by the solicitation. If there is any question as to whether a licensed contractor is required for a specific procurement, call the State Board for Contractors at 804-367-8511 for policy interpretation.

18. MATERIAL SAFETY DATA SHEET. A Material Safety Data Sheet (MSDS) is required for all chemicals proposed to be furnished as a result of this bid. The MSDS must (1) list all ingredients which constitute more than 1% of the product (0.1% for known or suspected carcinogens), (2) identify the product by common or chemical name, (3) provide physical and chemical characteristics of any hazardous components, (4) list any known acute or chronic health effects, and (5) specify exposure limits, precautionary measures, and emergency first aid procedures.

19. MODIFICATION. Bidder shall not modify bid after the closing time specified.

20. NEGOTIATION. If the bid determined to be the lowest responsive and responsible bid exceeds available funds, County may, at its discretion, negotiate with that bidder to obtain a contract price within available funds. The process for negotiating with an apparent low bidder, should the lowest bid exceed available funds, shall be as follows: County and/or its designated representative, and the Apparent Low Bidder, together, will review the Project and attempt to find mutually agreeable proposed changes that will effectively reduce the cost of the Project. The apparent low bidder will present documented and substantiated proposed deductions in the Project cost, for each potential project change, which will allow the County to re-evaluate each proposed deduction. The parties will endeavor to negotiate a reasonable price for the entire Project which does not exceed available funds. In the event that such negotiations fail,

the County may terminate negotiations with the apparent low bidder and repeat the foregoing process with the next lowest responsive and responsible bidder, until a successful contract can be negotiated within available funds or until negotiations appear useless, at which time all negotiations will be terminated

21. PAYMENT OF SUBCONTRACTORS. Bidder shall take one of the two following actions within 7 days after receipt of amounts paid to Bidder by County for work performed by any subcontractors under this Contract:

- A. Pay the subcontractors for the proportionate share of the total payment received from County attributable to the work performed by the subcontractors under the Contract; or
- B. Notify County and the subcontractors in writing of Bidder's intention to withhold all or a part of the subcontractors' payment and the reason for nonpayment.

Bidder shall pay interest to the subcontractors on all amounts owed by Bidder that remain unpaid after seven days following receipt by Bidder of payment from County for work performed by the subcontractors under the Contract, except for amounts withheld as allowed in subparagraph b above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of 1% per month.

Bidder shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

Bidder's obligation to pay an interest charge to a subcontractor pursuant to the above provisions is not an obligation of County. Neither a contract modification nor a cost reimbursement claim will be made for the purpose of providing reimbursement for such an interest charge.

22. PRICES. All prices submitted must be FOB Destination – Freight Prepaid and Allowed. In the case of error in the extension of prices, the unit price will govern.

23. PROJECT SITE. Each bidder shall be responsible for examining the documents and the project site prior to bidding. Bidders will not be allowed extra compensation for conditions which can be determined by examining the documents or project site.

24. PROPOSED SCHEDULE. Bidder shall include with bid a proposed schedule for completion of work to be performed.

25. REJECTION. County reserves the right to reject any and all quotes. In the event County rejects all quotes, County may re-advertise or make the purchase on the open market.

26. TERMINATION FOR CONVENIENCE. County may terminate the Contract in whole or in part when such action is determined by County to be in its best interest. Any such termination will be effected by delivery to Bidder of a written notice of termination which provides at least 30 days' notice of the termination date and which specifies the extent to which performance under the Contract is terminated and the date of termination.

27. TERMINATION FOR DEFAULT. County shall have the right to terminate the Contract before the specified termination date if Bidder fails, as determined at County's discretion, to deliver goods or perform services required by the Contract. County shall provide written notice at least 30 days before termination takes effect. County may procure goods or services in accordance with the Contract from other sources and hold Bidder responsible for any resulting additional purchase and administrative costs.

28. TRANSACTING BUSINESS IN VIRGINIA. Bidder must be authorized to transact business in Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code

or as otherwise required by law. Bidder shall not allow its existence to lapse or its certificate of authority or registration to transact business in Virginia to be revoked or canceled at any time during the Contract Term. County may void the Contract Documents if Bidder fails to remain in compliance with the provisions of this section.

29. WORKPLACE PROVISIONS. During performance of the Contract, Contractor shall abide by the following workplace provisions. If Contractor engages any subcontractor or vendor to provide services hereunder, then Contractor shall include these provisions in every subcontract or purchase order over \$10,000:

- A. Contractor shall 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 law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that it is an equal opportunity employer.
- B. Contractor shall: (a) provide a drug-free workplace for 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the Contract awarded to Contractor in accordance with this procurement transaction, where Contractor's employees 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.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation will be deemed sufficient for the purpose of meeting the requirements of these sections.