

**CHESTERFIELD COUNTY  
PROCUREMENT DEPARTMENT  
CHESTERFIELD, VIRGINIA  
Invitation for Bids**

**IFB Number:** ADMN24000398

**Title:** Bensley Elementary School Replacement

**Issue Date:** June 28, 2024

**Sealed Bids Due:** July, 30, 2024, 2:00 P.M.

**Sealed Bids Opening: 30 minutes after the Sealed Bids Due date and time specified above**

**Bid Opening Location:** [Chesterfield County Virtual Bid Opening Link](#)

**Inquiries:** Questions which may arise as a result of this solicitation may be addressed to Moseley Architects, using the online process at [www.moseleyarchitects.com/bidding](http://www.moseleyarchitects.com/bidding) or the pre-bid questions form.

Inquiries must be received at least seven (7) business days prior to the due date in order to be considered. Contact initiated by a bidder concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the bidder from this transaction.

**SUPPLEMENTAL BIDDING INSTRUCTIONS**

**A. Submission and Receipt of Bids:**

1. Sealed Bids shall be received in the Chesterfield County Procurement Department, P.O. Box 51, 9901 Lori Road, 3<sup>rd</sup> Floor, Room 303, Chesterfield, Virginia 23832, until, but no later than the specified time and date of opening as designated in the invitation, and then publicly opened and read aloud. Bids shall be submitted in a sealed envelope with the IFB number and due date and time written on the outside of the envelope. **ANY NOTATION ON THE EXTERIOR OF THE ENVELOPE PURPORTING TO ALTER, AMEND, MODIFY OR REVIESE THE BID CONTAINED WITHIN THE ENVELOPE SHALL BE OF NO EFFECT AND SHALL BE DISREGARDED.** The time of receipt shall be determined by the time clock stamp in the Procurement Department. Bidders are responsible for ensuring that their bids are stamped by Procurement Department personnel before the deadline. Late bids shall be rejected.
2. Bids or changes to a bid response shall not be accepted via text, fax or E-mail.
3. In the event Chesterfield County government offices are not operating under normal staffing levels or if the location for bid submission, bid opening or a pre-bid conference is inaccessible due to inclement weather or other emergency situations at the published

time, the bid submission, bid opening or pre-bid conference will default to the next regular business day at the same time.

4. All bids shall be signed in the space provided for a signature on the Bid Form and returned. If the bidder is a partnership or corporation, the bidder shall show the title of the individual signing the bid, and if the individual is not the president or vice president of the partnership or corporation, if requested, the bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
5. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
6. Unless otherwise specified, bidders are to complete and return the Bid Form furnished by the County.
7. No bid shall be altered or amended after the specified time for opening.
8. If you are an individual with a disability and require a reasonable accommodation in order to participate in this procurement, please notify the Procurement Department at (804)748-1617 as soon as possible.
9. For information pertaining to the bid tabulation and decision to award and/or award on this procurement transaction, bidders may access public notification electronically at:  
[www.chesterfield.gov/procurement](http://www.chesterfield.gov/procurement)

**B. Amendments or requests to withdraw bids by a bidder prior to bid opening:**

A bidder may amend and/or withdraw their bid before the due date and time designated for receipt of bids. All requests from a bidder to return their bid shall be in writing, addressed to the Procurement Department, and signed by a person authorized to represent the person or firm that submitted the bid. The bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the document's authenticity. All amendments to the bid are to be initialed by an individual authorized to represent the bidder.

**C. Drawings and Invitation for Bid documents:**

1. Drawings and Invitation for Bid documents may be obtained from Moseley Architects at [www.moseleyarchitects.com](http://www.moseleyarchitects.com), select bidding and find the applicable project. Register for the bid documents.
2. The drawings and Invitation for Bid Documents are protected by the common copyright laws of the United States of America. No permission to copy or reproduce these documents in any way or any form whatsoever is granted without the express written permission of the Owner/Architect.
3. Any changes or supplemental instructions to this Invitation for Bid shall be in the form of written addenda. Addenda will be made available on-line via the internet at [www.moseleyarchitects.com/bidding](http://www.moseleyarchitects.com/bidding). **Each bidder is solely responsible for obtaining all**

**addenda on-line.** Bidders shall acknowledge receipt of all addenda in the space provided on the Bid Form or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda issued shall become part of the IFB and any resulting contract documents.

**D. Pre-Bid Conference: Non-Mandatory**

A non-mandatory pre-bid conference will be held on July 11, 2024 at 9:00 a.m. The conference will be held at: Bensley Elementary School, 6600 Strathmore Road, Richmond, Virginia 23237. Conference will be held in the cafeteria.

Attendance is encouraged; however, it is not mandatory in order for your bid to be considered for award.

**SUPPLEMENTAL GENERAL CONDITIONS**

The following terms and conditions are applicable to, and incorporated by reference in, any governmental procurement from a nongovernmental source conducted by the Chesterfield County Procurement Department (or pursuant to delegated purchasing authority) on behalf of all Chesterfield County public bodies, as public bodies are defined in *Code of Virginia* Section 2.2-4301, as amended, including any agencies, boards, authorities, schools, or other entities for which the Chesterfield County Procurement Department acts as purchasing agent. The term "County" as used in any general or special terms and conditions includes the applicable entity or entities listed above as the context may require.

- A. Acceptance Period of Bids:** All bids submitted shall be binding for sixty (60) calendar days following bid opening date. The sixty (60) calendar day acceptance period may be extended by mutual consent of both parties.
- B. Agreement:** The Owner intends to enter into a stipulated sum contract (Standard Form of Agreement Between Owner and Contractor - AIA Document A101).
- C. Bid Bond:** Each bid shall be accompanied by a bid bond from a Surety company satisfactory to the County Attorney, or his designee, or a Certified Check, made payable to: Treasurer, Chesterfield County, in an amount equal to five percent of the total bid price. Attorneys-in-fact who sign bid bonds must file with each bond a certified and effective dated copy of their power of attorney. Each bid bond and the accompanying power of attorney should bear the same date. In case of the failure of the bidder to execute the contract within the prescribed time, the County may, at its option consider the bidder in default, in which case the bid bond accompanying the bid shall become the property of the County.
- D. Commitment to Diversity and Chesterfield Businesses:**
  - 1. Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, service disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County

strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, service disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects. Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, service disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Procurement Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

2. Definitions:

- a. Chesterfield Business (CB) – any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.
- b. Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority. (*Code of Virginia* Section 2.2-4310, as amended)
- c. Service Disabled Veteran-Owned Business (SDVOB) – a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans. (*Code of Virginia* Section 2.2-4310, as amended)
- d. Small Business (SB) – a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. (*Code of Virginia* Section 2.2-4310, as amended)
- e. Women-Owned Business (WOB) – a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia* Section 2.2-4310, as amended)

3. This provision only applies to contracts valued in excess of \$10,000.

If the contractor intends to subcontract work as part of its performance under this contract, the contractor shall include in the proposal a plan to subcontract to small, women-owned, minority-owned, and service disabled veteran-owned businesses. (*Code of Virginia* Section 2.2-4310, as amended)

- E. Contact with Students:** As required by *Code of Virginia* Section 22.1-296.1, as amended, bidders who will provide services that will place Contractor or Contractor's employees in direct contact with students on school property during regular school hours or during school-sponsored activities, shall certify, by signing and submitting their bid or proposal, that none of the individuals who will perform the work under the contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The successful bidder will be required to submit a signed copy of the Certification of Crimes Against Children form (copy included in the Project Manual) at the time of contract execution. Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.
- F. Contract Execution:** Though the term "County" is defined herein to include distinct entities, the contract shall be entered into by, and in the name of, the specific entity receiving the benefit of the goods and services.
- G. Contractor Background Checks:**  
In order to preserve the integrity and security of county government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- H. Contractor's Authorization to Transact Business:**  
In accordance with *Code of Virginia* Section 2.2-4311.2, as amended, any bidder 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 bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law, shall include in its bid a statement describing why the bidder is not required to be so authorized. This information shall be provided in the section of the Bid Form titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the bid. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. **SEE THE BID FORM**

- I. Drug Free Workplace:** (*Code of Virginia* Section 2.2-4312, as amended) This provision only applies to contracts valued in excess of \$10,000.
1. 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.
  2. 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.
- J. Employment Discrimination:** (*Code of Virginia* Section 2.2-4312, as amended) This provision only applies to contracts valued in excess of \$10,000.
1. During the performance of the 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.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- K. Environmental Management Procedures:** The Contractor shall follow all federal, state and local environmental and safety laws and regulations. Chesterfield County's General Services - Environmental Division maintains an Environmental Management System (EMS) that is fully compliant with the ISO 14001 standard. The Bidder shall review and comply with the Contractor Environmental Guidelines (ENVMGT.FORM.0011) and Environmental Policy accessible at [www.chesterfield.gov/procurement](http://www.chesterfield.gov/procurement). The Contractor shall work with the county Project Manager to manage and control those activities that may cause a significant environmental impact or

safety hazard. Bid pricing shall include all costs associated with controls, permits and training to ensure regulatory compliance and to protect human health and the environment.

- L. ePayables:** Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our e-Payables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting Department at 804-748-1673 with questions.
- M. Faith-Based Organizations:** (*Code of Virginia* Section 2.2-4343.1, as amended) Chesterfield County does not discriminate against faith-based organizations.
- N. Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.
- O. Illegal Aliens:** (*Code of Virginia* Section 2.2-4311.1, as amended) The Contractor agrees that he does not, and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- P. Negotiation:** In accordance with 2-47 of the *County Code*, if the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the apparent low bidder to obtain a contract price within available funds. Such negotiation may include, but is not necessarily limited to, adjustment of the bid price and changes in the bid scope or requirements in order to bring the bid within the amount of available funds. Negotiation shall be conducted by the Procurement Director, or his designee, with assistance from the user department.
- Q. Performance Bond and Labor and Material Payment Bond:**
1. A performance bond and a labor and material payment bond each in the amount of 100% of the contract price, with a corporate surety authorized to do business in the Commonwealth of Virginia and otherwise acceptable in all respects to the County Attorney, or his designee will be required for the faithful performance of the contract.
  2. The party to whom the contract is awarded will be required to execute the contract and obtain the labor and material payment bond and the performance bond within fifteen calendar days from the date when the Notice of Award together with the contract is delivered to the Contractor for execution.
  3. Attorneys-in-fact who sign labor and material payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney. Performance bond and the accompanying power of attorney should bear the same date as the date of the contract.
- R. Preferences:**
1. In accordance with *Code of Virginia* Section 2.2-4324 (B), as amended, whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall

be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Commonwealth's Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this section, the County will rely upon the accuracy of the information posted on this website. In accordance with *Code of Virginia* Section 2.2-4324 (D), as amended, for the purposes of this section, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

2. In accordance with *Code of Virginia* Section 2.2-4328, as amended, and Article 4, Section 2-47 of the County Code, in the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth of Virginia pursuant to *Code of Virginia* Section 2.2-4324, as amended, or where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content. If no County or Commonwealth of Virginia preference is applicable, the tie shall be decided by lot.

**S. Proprietary Information:** *Code of Virginia* Section 2.2-4342(F), as amended, states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by *Code of Virginia* Section 2.2-4342(F), as amended, is not properly invoked then the bids will be subject to disclosure pursuant to applicable law.

**T. Quality Expectation Statement:** Chesterfield County, through its quality initiative, is a recognized leader in providing quality goods and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, goods and services. In the spirit of the County's quality initiative, the Contractor shall be expected to become a member of the team and perform or provide all goods and services with a target of "zero defects – zero rework".

**U. References:** If requested, the bidder shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder.

**V. Safety:**

1. The Contractor, its employees and subcontractors shall comply with all current applicable local, state and federal policies, regulations and standards relating to occupational health and safety, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia/Virginia Occupational Safety and Health shall apply to all work under the contract. The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Contractor.
2. The Contractor shall provide a supervisor at each job site who is competent, qualified, and authorized on the worksite, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor shall be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and shall be capable of ensuring compliance with all applicable safety and health regulations, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's employees from the work site.
3. Any activities of the Contractor determined to be hazardous by the County, shall be immediately discontinued by the Contractor upon receipt of either a written or verbal notice from the County to discontinue such activities.
4. If requested by the County Project Manager, the Contractor shall provide a written health and safety plan for the project prior to proceeding with work.

**W. Sensitive Information Handling:** Any information in the possession of the County which is specific to an employee, student, citizen, County business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the County's department head, if any, and the specific entity's information systems technology department manager or director. In the event that the specific entity entering into the contract does not have an information systems technology department, then the consent must be obtained from the Chesterfield County Chief Information Officer, or his designee. Any access to County information by contract workers from outside the County intranet shall be in accordance with existing technology security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable policies and procedures. Any exception to the application of these policies shall require approval by the specific entity's information systems technology department manager or director. In the event that the specific entity entering into the contract does not have an information systems technology department, then the approval must be obtained from the Chesterfield County Chief Information Officer, or his designee.

**X. Taxes:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax,

however, is paid by Chesterfield County on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.

**Y. Virginia Contractor License:** In accordance with the *Code of Virginia* Section 54.1-1100, as amended, Contractors that for a fixed price, commission, fee, or percentage undertake to bid upon or accepts, or offers to accept, orders or contracts for performing, managing, or superintending in whole or in part, the construction, removal, repair or improvement of any building or structure permanently annexed to real property owned, controlled, or leased by him or another person or any other improvement to such real property, are required to hold a business license issued by the Virginia Board for Contractors, phone (804)367-8511. If a bidder shall fail to obtain the required license prior to submission of a bid, the bid shall not be considered. Bidder shall insert Contractor license number and specialty in the space provided on the Bid Form.

**Z. Withdrawal of Bids:**

1. No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days, except as provided in *Code of Virginia* Section 2.2-4330(i), as amended. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.
2. The bidder shall give notice in writing to the Procurement Director of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to the conditions of subsection F of *Code of Virginia* Section 2.2-4342, as amended.
3. Within 5 business days, the County will notify the bidder in writing of its decision. If the County denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the County will also return all work papers and copies thereof to the bidder.

END - SUPPLEMENTAL BIDDING INSTRUCTIONS/SUPPLEMENTAL GENERAL CONDITIONS