

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
INVITATION FOR BIDS (IFB)**

Issued Date: October 15, 2020

IFB: 21-21ks

Title: Management of Wood Waste

Issued By: Fauquier County Government and Public Schools
Finance Department/Procurement Division
320 Hospital Drive, 2nd Floor, Suite 23
Warrenton, VA 20186

Using Department: Department of Environmental Services
6438 College Street
Warrenton, VA 20186

Sealed Bids Will Be Received Until **3:00 p.m., October 29, 2020** For Furnishing the Goods and Services Described Herein And Then Opened In Public.

All inquiries for information should be directed to: Kathy H. Stanley, CPPB, Senior Buyer
Phone (540) 422-8354 Fax (540) 422-8355 E-mail: Kathy.stanley@fauquiercounty.gov

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE, IF BIDS ARE HAND DELIVERED DELIVER TO: ALICE JANE CHILDS OFFICE BUILDING, 320 HOSPITAL DRIVE, 2ND FLOOR, SUITE 23, WARRENTON, VA, 20186. **DUE TO CONTINUED RESTRICTED PUBLIC ACCESS, THE AJC BUILDING IS OPEN BUT BIDDERS OR COURIERS MUST ANNOUNCE THEIR NAME/PURPOSE VIA BUZZER/SPEAKER AT THE 2ND FLOOR SECURE ENTRY DOOR FOR THEIR BID TO BE ACCEPTED. ACCEPTANCE WILL OCCUR AT THAT SECURE DOOR AND MUST STILL OCCUR, PRIOR TO THE BID DUE DATE AND TIME.**

ATTENTION ALL BIDDERS: FOR CONDITIONS OF BIDDING, INCLUDING INSTRUCTIONS REGARDING BID SUBMISSIONS, PLEASE REFER TO GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS.

IF YOU NEED ANY REASONABLE ACCOMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

No-Bid Response: If you do not wish to bid on this solicitation, return this page only via fax (540) 422-8355 or mail, after completing the information below.

Vendor Name: _____

Address: _____

Phone/Fax: _____

E-mail address: _____

Reason for your no-bid response: _____

Do you wish to remain on the Bidder's list for this commodity? YES _____ NO _____

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1.0 PURPOSE:

The purpose and intent of this Invitation for Bid (IFB) is to establish a firm fixed price contract with one or more qualified Contractors to provide management of wood waste at the Corral Farm Waste & Recycling Facility located near Warrenton, Virginia, on an as-required basis, in accordance with the terms, conditions and specifications contained herein. This solicitation is issued by the Fauquier County Government and Public Schools, Procurement Division on behalf of the Fauquier County Board of Supervisors, a political subdivision of the Commonwealth of Virginia, herein referred to for convenience as “Owner”.

1.1 For ease of reference, each organization submitting a response to the Invitation for Bid will hereinafter be Referred to as a “Bidder.” A Bidder whose bid would result in a formal agreement will hereinafter be referred to as a “Contractor”

1.2 The contents of the bid submitted by the successful Bidder, this IFB (including general and special terms and conditions) and any addenda issued, will become part of any contracts awarded as a result of this solicitation. The successful Contractor(s) will be required to sign a contract with the Owner.

2.0 BACKGROUND:

Fauquier County generates clean, unpainted, untreated white wood waste (pallets, dimensional lumber, particle board, plywood) and green wood waste (vegetative sources including limbs, stumps, brush, with some leaves and grass clippings possible). Generated wood waste for the past several years as indicated by outbound weight records is shown in the table below, for Bidder informational purposes only:

Generated Material	FY2017	FY2018	FY2019	FY2020
MULCH - Green Wood Waste	4,825	7,183	3,483	1,519
MULCH - White Wood Waste	1,422	1,712	830	0

The Owner schedules wood waste management events based on volumes on-hand; the quantities noted in this table are not meant to convey any guarantee of work under a resulting contract.

3.0 SCOPE OF WORK:

3.1 Contractor Responsibilities:

3.1.1 The Contractor shall provide unit prices by description on the Bid Form for the following services: (a) grind wood waste into mulch, load trailers, and haul offsite, (b) grind wood waste into mulch and leave onsite, and (c) haul wood waste offsite loose. The Owner reserves the right to award a contract for one or all of the aforementioned services in (a), (b) and (c).

3.1.2 The Contractor shall furnish the labor, equipment, materials, fuel, lubricants, repair, maintenance, and other requirements necessary to perform quantity estimates, mobilization, loading, grinding, and hauling services. Unless Owner makes a specific request for an alternative location, all work shall take place at the Corral Farm Sanitary Landfill located at 8499 Bingham Road along US Route 29 adjacent to Warrenton, Virginia.

3.1.3 All Contractor trailers shall weigh empty (inbound) and full (outbound) crossing Owner's scale so that Owner can maintain accurate material weight records. Offsite hauling shall only take place during routine scale house hours from 7:00a.m. To 3:00p.m., Monday through Friday, this excludes Owner observed holidays. Scale house hours are subject to change by Owner. Contractor may submit a request for an alternative schedule to improve operating efficiency to the Contract Administrator.

3.1.4 The Contractor shall provide and utilize a magnet to recover nails and any other contained metal. Owner retains ownership of all processed/recovered metal. Prior to grinding, an Owner-provided container will be placed to collect any metal contained in the wood pile released by the grinding operation. Grinding shall not take place at any time without a metal container in place to ensure that metal does not fall to the ground.

3.1.5 The Contractor shall be responsible for all equipment maintenance and repairs regardless of reason. Though the Owner routinely inspects and removes contaminants, it is possible that non-desirable 'tramp' materials are in the pile, which could result in significant equipment damage. The Owner does not warrant that stockpiled materials are free of contaminants. The Contractor shall inspect any material considered for processing to remove contaminants in order to avoid undue wear or damage to his equipment. Damage to the Contractor's equipment from debris or contaminants in the stockpiles shall not be cause for additional compensation.

3.1.6 The Contractor shall not undertake maintenance or servicing of his equipment at the worksite without the prior approval of the Contract Administrator. The Contractor may store his equipment at the worksite for the time required to complete a requested grinding event. The Owner accepts no responsibility for damage, vandalism or theft to any of the Contractor's equipment used or stored at the worksite. The Owner will withhold final Contractor compensation until all work is completed including equipment demobilization from Owner property.

3.2 Grinding Operations:

3.2.1 The Contractor shall provide all resources necessary to grind and screen all material that is stockpiled.

3.2.1.1 Mulch: At the discretion of the Owner to satisfy end-use requirements, mulch screen sizes may be a 2-inch screen or a 6-inch screen. The Owner will negotiate alternative sizes with the Contractor. On the Bid Form, Bidders shall provide a cubic yard price to grind stockpiled loose wood waste based on the different wood types and mulch output sizes. A long-stranded mulch product is unacceptable.

3.2.2 Grinding shall continue uninterrupted each day Monday-Friday for a minimum eight (8) hours and be completed within seven to fourteen (7-14) working days. In the event of a work stoppage due to equipment failure or inclement weather conditions, the Contractor shall begin work on the next available day. Grinding on weekends may be requested by the Contractor to the Contract Administrator, and is subject to Owner's approval and operational constraints.

3.2.2.1 Grinding with Off-site Hauling: If the Owner elects 'Grinding with Offsite Hauling,' the Contractor shall initiate hauling mulch offsite no later than the beginning of the second day after grinding commences. Contractor agrees to continuously haul mulch offsite during grinding operations to minimize mulch

stockpiles at all times. Contractor agrees that Owner may terminate grinding operations at any time until Contractor maintains continuous offsite hauling.

3.2.3 The majority of green wood waste will be less than twenty four (24) inches in diameter but larger sizes may occur; white wood waste will be of relatively uniform lengths of eight (8) feet or less. Upon delivery at Corral Farm, delivered stumps are set aside to dry. The Contractor is responsible for dropping stumps to remove dirt and/or rock, and for cutting any over-sized materials so that grinding may take place. In order to receive final compensation, Contractor must remove all stockpiled material offsite.

3.2.4 The Contractor is responsible for loading material into the grinding equipment with a grapple, front end loader or other similar equipment provided by the Contractor. The Contractor must be able to load transfer trailers simultaneously with loading grinding equipment. Pushing the wood waste pile toward the grinding equipment is unacceptable since rock and dirt is pushed into the pile. Care should be taken to not mix gravel with the wood waste and to remove all contaminants prior to grinding.

3.2.4.1 The Owner routinely removes contaminants upon receipt of this material, inspects/cleans the pile daily, and will assist Contractor with contaminant removal during grinding. As maintaining high mulch quality is an ongoing concern, the Contractor and Owner agree to work closely together maintaining both a quality product and safe working conditions.

3.3 Event Scheduling:

3.3.1 Owner will arrange a routine mobilization schedule with the Contractor to initiate grinding operations. Within one (1) week of this schedule, the Contractor shall measure the pile in coordination with the Contract Administrator to determine the volume of material to be ground into mulch, and if volume dimensions are mutually agreeable, Owner will send the Contractor a Notice to Proceed (NTP) in the form of a Purchase Order or release against a Blanket Purchase Order, to begin the grinding event within two (2) weeks of NTP.

3.3.1.1 Wood waste piles are inherently uneven with inconsistent voids so the formula to calculate volume will typically be the average between a rectangle and equilateral triangle based on average minimum – maximum values for height, length, and width. The Owner reserves the right to utilize a different Contractor if Owner and Contractor are unable to agree on a volume calculation or grinding schedule.

3.3.2 Excessive delays by the Contractor to begin or complete work, or excessive equipment repairs may constitute cause for contract termination. The Owner will give written notice of any concerns prior to contract termination to allow the Contractor an opportunity to cure the situation and improve performance.

3.3.3 In the event of a natural disaster, non-routine processing services for storm debris may be requested to be performed at various locations throughout Fauquier County, at the Owner's discretion. Fees for this type of service will be negotiated, at the time the need arises, based on volume and degree of contamination.

3.4 Contractor Personnel & Safety:

3.4.1 The Contractor shall provide skilled, qualified operators for all grinding events that are fully experienced to operate the equipment and provide services as requested to include but not limited to; grinding wood waste into mulch, loading trailers, and hauling. The Owner reserves the right to remove an operator from the site for just cause and the Contractor shall

promptly replace that operator with an acceptable and qualified operator. The Contractor's employees shall not smoke at any time while onsite performing duties under this contract.

3.4.2 The Contractor shall be familiar with and comply with all OSHA safety requirements and ensure a safe operational environment at all times. The Contractor shall ensure that their personnel are properly trained and shall provide documentation that their personnel have attended training courses when submitting their bids. Examples include hazard communications, personal protective equipment, first aid/CPR, lockout/tag-out of hazardous energy. The Contractor shall wear safety vests, and hardhats at all times while operating equipment.

3.4.3 The Contractor shall practice due diligence to maintain safe operating conditions and to prevent spills of fuel, oil, and other materials. Any contaminant spill must be reported to the Contract Administrator immediately for remediation.

3.4.4 The Contractor shall exercise good public relations while fulfilling responsibilities under the contract.

3.4.5 The Contractor shall not allow the Owner's staff to load the processing equipment hopper or operate Contractor's equipment.

3.5 Alternative Wood Waste Management:

3.5.1 The Owner is open for suggestions on alternative methods of wood waste management. Contractors shall discuss their alternative methods with the Contract Administrator. Adoption of any alternative wood waste management methods may only take place via mutually agreed upon modification to the awarded contract.

4.0 PREPARATION OF BIDS:

4.1 All blank spaces for bid prices must be filled in, in ink or typed, in both words and figures, with the firm fixed prices for which the bid is made.

The Bidder shall submit One (1) original and complete bid.

5.0 SUBMISSION OF BIDS:

Bidders are reminded to return all required forms/ documents when submitting their bid.

Checklist:

- **BID FORM, AND ANY PAGE MARKED "RETURN THIS PAGE".**
- Insurance Checklist;
- State Corporation Commission Form;
- Contractors Data Sheet.

5.1 All bids shall be submitted in a sealed envelope or package with the following information on the outside of each such envelope or package:

From: _____

_____	_____	_____
Name of Bidder	Due Date	Time
_____		_____
Street or Box Number		IFB No.
_____		_____
City, State, Zip Code		IFB Title
Licensed Class _____	VA Contractor License Number _____	Specialty _____

The envelope should be addressed as directed above. If a bid is not contained in an envelope and addressed as indicated above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid to be disqualified.

- 5.2 Bids received after the due date/time will not be considered for contract award and will be returned to the Bidder.
- 5.3 If forwarded by mail, the sealed envelope containing the proposal, marked as directed above, must be enclosed in another outside envelope addressed as specified in the bid form, preferably by registered mail.
- 5.4 **Facsimile Bids or electronically submitted Bids will not be accepted and will result in rejection of the bid.**
- 5.5 All information required by the solicitation should be supplied to constitute a responsive bid. All information submitted including prices should be typed so as to insure legibility. However, the Bidder's signature should be handwritten in ink in order for the bid to be considered.
- 5.6 All questions pertaining to this solicitation must be received by the Buyer indicated on page one (1) of this solicitation, no later than five (5) business days prior to the date set for the bid opening.
- 5.7 Bidders are reminded that changes to the bid, in the form of addenda are often issued between the issue date and within three (3) days before the due date. Addenda are posted on Eva: <https://eva.virginia.gov/> and our website: <http://www.fauquiercounty.gov/government/departments-h-z/procurement/bids-proposals>
- 5.8 **It is the responsibility of the Bidder to monitor for issued addenda. Acknowledge all addenda on the bottom of the Bid Form, where noted.**
- 5.9 Bids by corporations must be executed in the corporate name by the president or vice-president (other corporate officers may be required to provide evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 5.10 Bids by partnerships must be executed in the partnership name and signed by a partner or other authorized person, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 5.11 All names must be typed or printed above the signature.

It is the responsibility of the Bidder to monitor for issued addenda. Acknowledge all addenda on the Bid Form.

6.0 RECIEPT AND OPENING OF BIDS:

Bids will be received at the time and place designated in the Instructions to Bidders and on the cover of the IFB, then be publicly opened and read aloud by the method noted herein. Due to current group meeting restrictions, the Senior Buyer will conduct the bid opening via Skype as follows: Bidders interested in attending, must dial-in to phone the "Join by phone" instructions number 1-540-422-8398

and Conference ID number 42805 (this will be an audio, not video, bid opening), to join the Bid Opening, which shall start just after the 3:00p.m deadline, at approximately 3:15p.m. Bidders shall announce their name and company name for the record. The Sr. Buyer, accompanied by another Procurement staff member as witness, will announce each bidder's name, open the bid, and announce the bid amount noted, for each bid received by the time and date noted, after which the Bid Opening will be concluded and call ended. Bids shall be submitted in duplicate on the forms furnished, or copies thereof, and shall be signed in ink or typed. Erasures or other changes in a bid must be explained or noted over the signature of the Bidder. Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the proposal, or irregularities of any kind, may be rejected by the Owner.

Any bid received at the office designated in the solicitation after the exact time specified for receipt of the bid is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

- The official time used in the receipt of bids that time on the automatic time stamp machine in the Procurement Division.
- Late bids will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
- If the Owner closes its offices due to inclement weather scheduled bid openings or receipt of bids will be extended to the next business day, same time.

The Owner may consider informal any bid not complete or prepared and submitted in accordance with the provisions hereof, and may waive any informalities in, or reject any or all bids.

7.0 **EVALUATION AND AWARD:**

7.1 **Bid Prices:** Bids shall be in the form of firm fixed unit pricing as described in paragraphs 3.1.1. To provide the services as specified herein and on the bid form.

7.2 **Award:** Award may be made to one or more Contractors and shall be made to the responsive and responsible Bidder(s) on the basis of lowest bid price. The Owner may also choose to award to a Primary Contractor (lowest bid) and Secondary Contractor (next lowest bid). The Owner reserves the right to conduct any test it may deem advisable and to make all evaluations. Owner also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Owner to be in its best interest.

7.3 **NON EXCLUSIVE:** Goods and services specified in the resultant contract are non-exclusive and the Owner is not restricted from dealing with other companies with respect to supplies similar goods or services subject to this agreement.

8.0 **CONTRACT ADMINISTRATION:**

The successful administration of this contract will require close coordination with the Contract Administrator. The Procurement Division has designated the Department of Environmental Services Director, Michael Kresse or his designee as the Contract Administrator. This individual is the interpreter of the conditions of the contract and the judge of its performance. He will use all powers under the contract to enforce its faithful performance. The Contract Administrator will determine the amount, quality, acceptability, and fitness in all aspects of the work and shall decide all other questions in connection with the work. Any modifications made must be authorized by the Purchasing Agent and issued as a written amendment to the Contract. The Contractor shall work closely with the

Contract Administrator during this contract to ensure that goods are provided in accordance with the contract.

9.0 **CONTRACT TERM AND RENEWAL:**

The period of this contract shall be from date of award through September 30, 2025 or five (5) years from the date of award, whichever occurs later. The Owner reserves the right to renew the contract for two (2) additional one-year periods upon mutual written agreement of both parties, under the terms of the current contract, except as stated below. Contractor(s) shall receive written notice of the Owner's intention to renew approximately ninety (90) days prior to the expiration date of each contract period.

10.0 **PRICES AND PRICE ADJUSTMENTS:**

All prices shall be F.O.B. Destination Prepaid and shall include ALL charges, that may be incurred in fulfilling the terms and conditions of the resulting contract. The Contractor warrants that the unit prices stated herein shall remain firm for the awards ordered within the contract period by the Owner. Prices may be negotiated annually, during the ninety (90) day period prior to the anniversary date of each contract period.

10.1 Price increases may be negotiated annually, at the anniversary date of award and during renewal with written justification provided by the Contractor for Owner's consideration. Contractor provided documentation must justify the basis for the increase request, possible resources include; fuel prices, mileage, and price indices. The Owner reserves the right to conduct any test and/or calculation it may deem advisable to validate Contractor's request prior to approval.

10.2 If the Owner elects to exercise the option to renew the contract for an additional one-year period or any subsequent renewal periods, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Transportation" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. Further, fuel price increases shall not exceed 5%. Contractors shall send contract price adjustments for fuel to the Owner with supporting documentation during the ninety (90) period prior to renewal for approval to be incorporated into the applicable contract renewal period.

11.0 **METHOD OF ORDERING/INVOICING/PAYMENT:**

11.1 Ordering: The Contractor shall accept Owner purchase orders as the approved method of ordering. Each Owner purchase order will identify the delivery location, the Owner billing address, cite a specific valid time period, and will indicate an authorized representative allowed to place orders and/or pick up items against the purchase order and/or be contacted with any and all correspondence or questions regarding that purchase order.

11.2 Invoicing: The Contractor shall submit invoices to the "Bill To" address as specified on Owner purchase order. We signed delivery tickets provided with each delivery shall be used to verify the invoices. The Contractor shall provide the detailed information on each invoice.

11.3 Credit on Invoices: The Contractor shall issue a credit for invoices sent in error, or sent incorrectly per the Owner purchase order. Credits issued will be taken against the next order placed by the Owner. The Owner reserves the right to refuse products considered inferior in quality or unsatisfactory.

11.4 Payment: Owner will make payment within forty-five (45) days of receipt of accurate and complete invoice(s).

12.0 **INSURANCE REQUIREMENTS:**

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the insurance coverage required in the Insurance Checklist at the time of award. The Owner requires the Bidder to furnish a compliant Certificate of Insurance **within five business days** of request. The Bidder further certifies that the Contractor will maintain the specified coverage during the entire term of the contract and that all insurance will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract the Contractor shall furnish certificates of insurance for the coverage required with Fauquier County endorsed as additional insured.

13.0 **VIRGINIA STATE CORPORATION COMMISSION:**

All bids shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in paragraph 46 of the General Conditions and Instructions to Bidders. Use the form provided to furnish the State Corporation Commission Identification Number or justification for non-registration. The SCC may be reached at (804) 371-9733 or at www.scc.virginia.gov/default.aspx. Failure to include this form with the sealed bid submission may result in rejection of the bid.

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 7/19/2018

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County and the Fauquier County School Board. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County, or the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
 2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** – Unless otherwise specified, if any Bidder/ Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner form provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**
Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.
 - a. The official time used in the receipt of bids/ proposals is that time on the automatic time stamp machine in the Procurement Division.
 - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - c. If the Owner closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**
A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:
 - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/offeror or of another bidder/offeror in which the ownership of the withdrawing bidder/offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offerors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1
IFB/RFP NUMBER
TITLE
BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidder's List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in §2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/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.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this §shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this §prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this §shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeree shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeree's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeree's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy the Owner that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier 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 pursuant to §2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
29. **ANTI TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
30. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
1. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 4. The Owner's fiscal year is July 1 - June 30. Contractors are advised to submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 5. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
34. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
35. **ANTI DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1(E)).
- In every contract over \$10,000 the provisions in A and B below apply:
- A. During the performance of this contract, the Contractor agrees as follows:
 1. 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.
 2. 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.
 3. 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.
 - B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
36. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number.
37. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 - A. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - B. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
 - C. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.

38. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or

otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

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

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor 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.

40. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- A. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
 - B. **Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

41. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current Code of Virginia, all resultant contracts will be extended, with the authorization of the Contractor, to other Public Bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

42. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.

43. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools "CERTIFICATION OF NO CRIMES AGAINST CHILDREN" form, a copy of which is included in this solicitation.

44. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

45. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.

46. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by §13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may become void.

47. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner's website(s) or third-party programs accessed through Owner's website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled "Accessibility of State and Local Government Websites to People with Disabilities," available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to §508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner's web accessibility policy.

DELIVERY PROVISION

48. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No

deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

49. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
50. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
51. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
52. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
53. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
54. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
1. Purchase Order Number,
 2. Name of Article and Stock Number,
 3. Quantity Ordered,
 4. Quantity Shipped,
 5. Quantity Back Ordered,
 6. The Name of the Contractor.
- Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

55. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or The School Board of Fauquier County, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the School Board of Fauquier County), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible Bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/offeror appeals within ten (10) days of the written decision by instituting legal action as provided in §7.8 C of the Procurement Policy. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.
56. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the School Board of Fauquier County) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the School Board of Fauquier County) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisor's (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisor's (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in §2.2-4364 of the Code of Virginia. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to §2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS INVITATION FOR BID
MANAGEMENT OF WOOD WASTE

IFB 21-21ks, BID FORM*

Bidders shall clearly mark on the front of their Bid Envelope the Bid Number and Opening Date.

 FIRM NAME

 PHONE# (INCLUDING AREA CODE)

 ADDRESS

 FAX#

 CITY, STATE AND ZIP

 FEDERAL IDENTIFICATION NUMBER

 E-MAIL ADDRESS

 CONTRACTOR LICENSE #/TYPE

Base Bid:

Price Per Cubic Yard to Grind Loose Wood Waste into Mulch:	Equipment Screen Size(s)*	(a) Grind wood waste into mulch, load trailers, and haul offsite		(b) Grinding wood waste into mulch and leave mulch onsite	
		Green Wood**	White Wood**	Green Wood**	White Wood**
	2-inch screen				
	6-inch screen				
	Other (please provide description):				

* Bidder(s) shall input additional rows for other mulch screen sizes available, as applicable.

**Bidder(s) shall provide a unit price per cubic yard based on the different mulch screen sizes and type of wood waste. (26% Surcharge allowed to applicable price, when results of the grinding event are 300 pounds or greater per cubic yard.)

Company Information Option (a) and/or (b):

(a) Please identify the Company to perform grinding operations: _____

(b) Please identify the Company to perform hauling operations: _____

(c) Please identify the End-user Company (defines mulch specifications): _____

	Green Wood	White Wood
(c) Price per Ton to Haul Loose Wood Waste Offsite*		
*Owner loads trailer		

Company Information Option (c)

(a) Please identify the Company to perform hauling operations: _____

(b) Please identify the End-user Company (defines wood waste specifications): _____

(c) Please identify the End-user Company (defines mulch specifications): _____

Additional Information Please indicate the current average fuel price, in U.S. dollars: _____

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NON-COLLUSION: The party making the foregoing bid hereby certifies that such bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Fauquier County or the Commonwealth of Virginia.

By signing this Bid the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of Fauquier County, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on Contracts by any agent of Fauquier County or the Commonwealth of Virginia.

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this Invitation For Bid and hereby submits this bid pursuant to such instructions and specifications.

TYPE OF PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS BID

SIGNATURE OF AUTHORIZED PERSON SUBMITTING THIS BID

DATE

Receipt of the following Addenda are acknowledged:

Addendum No. ____, dated _____;

Addendum No. ____, dated _____;

Addendum No. ____, dated _____.

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**DIVISION OF RISK MANAGEMENT
INSURANCE CHECKLIST**

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage required</u>	<u>Limits</u> <u>(figures denotes minimum)</u>
<u>X</u>	1. Workers' Compensation And Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or Better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or Better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or Better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
---	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or Better or its equivalent	4. \$1,000,000 (CSL) Each Claim
---	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
---	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
---	7. Umbrella Liability Best's Guide Rating-A-VIII or better, Or its equivalent.	7. \$1,000,000
---	8. Other Insurance:	
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business Days from notification of award, and shall provide updated Certificates for the Duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM

SIGNATURE

Revised 4/4/13, Proc/HR

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PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/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 proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

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CONTRACTOR DATA SHEET

- 1. QUALIFICATIONS OF BIDDER: Bidders must have the capability and capacity in all respects to fully satisfy the contractual requirements as specified.

- 2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: _____
_____ Years _____ months.

- 3. REFERENCES: Indicate below a listing of at least three (3) recent or present contracts which you have provided this type of work of the size and scope specified.

<u>Client Name and Address</u>	<u>Contact Person and Phone Number</u>	<u>Period of Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check Applicable Box: Corporation Partnership Individual Joint Venture Other

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