**ALLEGHANY COUNTY**

9212 Winterberry Avenue

Covington, VA 24426

Phone: 540-965-1626

**INVITATION FOR BID**

**November 30, 2023**

**BRUSH GRINDING AT**

**ISLAND FORD TRANSFER STATION**

**1807 Valley Ridge Road**

**Covington, Virginia 24426**

**SECTION I: INSTRUCTIONS TO BIDDERS**

1. The Alleghany County Department of Public Works will be accepting bids for goods or services specified below and in accordance with all SECTIONS of this Invitation for Bid (IFB).
2. All Bids shall be submitted by 2:00 PM EDT on Thursday, November 30th, 2023. Sealed Bids must be mailed to, or dropped off at Alleghany County Public Works, 9212 Winterberry Avenue, Suite A, Covington, VA 24426.
3. Sealed Bids should be received in a opaque sealed envelope clearly marked “**Bid Response –Brush Grinding at Transfer Station, 1807 Valley Ridge Road, Covington, Va 24426** on the outside of the envelope and should be marked to the attention of Matthew Bowser, Assistant Director of Operations, at 540-863-6650.
4. Bidder’s name should also be clearly marked on the outside of the envelope.
5. Responses should be signed below.
6. Responses must be submitted on this form and provided attachments.
7. Bids received after the deadline will not be accepted. Bids will be stamped when received by the Public Works Department.
8. The Bidder must provide all exceptions to this IFB in writing, to be included with the Bid.
9. Address all inquiries and correspondence regarding this IFB to Matthew Bowser, Assistant Director of Operations, 9212 Winterberry Avenue, Suite A, Covington, VA 24426. All addendum questions and answers will be posted on the County website www.co.alleghany.va.us
10. Pursuant to Virginia Code § 2.2-4311.2 each bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, (1950), as amended, or as otherwise required by law, is required to include in its bid its Virginia State Corporation Commission (SCC) Identification Number. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized.
11. Pursuant to Virginia Code § 2.2-4318 Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, the public body may negotiate with the apparent low bidder to obtain a contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the public body prior to issuance of the Invitation to Bid and summarized therein.

Bidders should complete the following:

1. \_\_\_\_\_ Bidder is a Virginia business entity organized and authorized to transact business in Virginia and such bidder’s SCC Identification Number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. \_\_\_\_\_ Bidder is an out-of-state (foreign) business entity authorized to transact business in Virginia and such bidder’s SCC Identification Number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. \_\_\_\_\_ Bidder does not have an Identification Number issued to it by the SCC and such bidder is not required to be authorized to transact business in Virginia by the SCC for the following reason(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. The bidder or offeror must supply grinder and machinery necessary and capable to move, load, grind, and remove all brush from property. If a tub grinder is used, shields must be in place to keep debris from falling on adjacent interstate. Contractor is solely responsible for any falling debris or damage it may cause. Contractor will grind as necessary to complete the job. Grinding does include moving brush, machines, maintenance, or mobilization of equipment. Alleghany County is not responsible for machine damage.
2. We will have on-site meetings with contractors as requested to review the project.
3. Each bidder shall include on the bid form the name of at least three (3) commercial references for similar work, including the name and telephone number of a contact at the referenced company on BID FORM C appearing in SECTION VII: BID FORMS.
4. Each bidder shall complete and submit with its Bid the Workers’ Compensation Certificate of Coverage BID FORM F appearing in SECTION VII: BID FORMS. No award shall be made to any bidder who fails to show such evidence of the required Workers’ Compensation Coverage.
5. Each bidder shall submit bonds if required. See Special Terms and Conditions for details on bond requirements.

**BIDDER INFORMATION:**

The Bidder should complete this section entirely.

|  |  |  |
| --- | --- | --- |
| FULL LEGAL NAME (PRINT)(Company name as it appears with your Federal Taxpayer Number) | FEDERAL TAXPAYER NUMBER (ID#) | CALENDAR DAYS FOR PROJECT COMPLETION |
| BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name) | FEDERAL TAXPAYER NUMBER (If different than ID# above) | TERMS**NET 60** |
| PURCHASE ORDER or NOTICE TO PROCEED ADDRESS | PAYMENT ADDRESS |
| CONTACT NAME/TITLE (PRINT) | SIGNATURE (IN INK) | DATE |
| E-MAIL ADDRESS | TELEPHONE NUMBER | TOLL FREE TELEPHONE NUMBER | FAX NUMBER |

CERTIFICATION: IN ACCORDANCE WITH THIS INVITATION FOR SEALED BID AND SUBJECT TO ALL TERMS AND CONDITIONS IMPOSED HEREIN AND IN ATTACHMENTS, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE ITEM(S) FOR THE PRICE(S) OFFERED, AND CERTIFIES THAT HE OR SHE IS AUTHORIZED TO MAKE SUCH AN OFFER.

**SECTION II: PURPOSE**

The intent and purpose of this sealed Invitation for Bid (IFB) is to establish a contract with a qualified contractor to grind brush at the Island Ford Transfer Station, located at 1807 Valley Ridge Road, Covington, Va 24426 and haul away all brush, debris, etc.

**SECTION III: CONTRACT PERIOD**

The initial term of the contract shall be from execution until satisfactory completion of the project. The County expects that this work should take no longer than 30 calendar days.

**SECTION IV: SCOPE OF WORK**

The County needs the service of a contractor that can provide the following:

1. **GENERAL DESCRIPTION:**
	1. Contractor shall provide the equipment, labor, materials, and services necessary to grind brush at the Island Ford Transfer Station, and to properly dispose of all materials in accordance with existing federal, state, and local laws, codes, ordinances and regulations.
	2. For a detailed description of Work items to be performed and related requirements, please see the specifications in SECTION IV.C SPECIFICATIONS.
2. **CONTRACTOR’S RESPONSIBILITY:**
3. Contractor shall provide the equipment, labor, materials, and services necessary to grind brush at the Island Ford Transfer Station. The contractor shall properly remove and properly dispose of all materials in accordance with existing federal, state, and local laws, codes, ordinances and regulations.
4. Contractor must be in good standing with the County of Alleghany and must be in compliance with all Commonwealth of Virginia Codes and Laws as well as all County Codes and Ordinances.
5. Contractor shall maintain an appropriate business license and certificates of insurance as required by the County throughout the term of the Contract. Proof of Business License should be submitted with bid, but must be submitted within one week of request and no Award to a bidder will be made without such proof.
6. The successful bidder shall be required to submit, within seven (7) calendar days after the request by the County, certificates of insurance for required General Liability, Workers’ Compensation, and other insurance coverage, copy of valid business license, a list of products proposed to be used, along with an MSDS for each product to be used, if applicable. Failure to provide all requested or required documentation in the time provided may be considered cause for the County to Award to the next lowest responsive and responsible bidder.
7. Contractor shall obtain all required permits related to this project.
8. Contractor shall comply with all applicable Federal, State, and local laws, regulations and rules, including, without limitation, all OSHA and other laws and regulations governing protection of employees performing the Work and others as well as all requirements of the County’s Codes, and shall obtain and maintain all licenses, certificates, and permits necessary to perform the Work and shall maintain all such licenses and permits as may be required by Federal, State, and local agencies during the term of the Contract.
9. All Work shall be done during daylight hours unless otherwise approved by the County. All Work shall also otherwise be in compliance with the County Code.
10. The Contractor shall be required to obtain and maintain comprehensive General Liability Insurance in the amount of $1,000,000.00 as well as statutory Workers Compensation and Employer's Liability Coverage as described in the Terms and Conditions of this solicitation.
11. Performance of work:
12. The Work shall be performed in a good, workmanlike and safe manner, consistent with industry standards and any applicable manufacturer's or vendor's warranty or product manufacturer's recommended guidelines.
13. Contractor shall protect adjoining property from any and all damage caused by the Contractor's operations. The Contractor shall carry on the operations in such a manner so as not to damage the existing utilities, ground areas, driveways, fences, trees or other portions of the property. In the event that damage occurs to any portion of the property or obstacles on the property during operations, the Contractor shall replace or repair same at its own cost and expense in like kind and at the direction of the Contract Administrator, or his designee, at no additional expense to the County. If damaged property resulting from the Contractor’s operations has to be repaired by the County, the cost of such work and repair shall be deducted from the Contractor’s payment.
14. Any damage to utilities shall be immediately reported to Matthew Bowser or his/her designee.
15. Contractor shall maintain the work area in a neat, clean and safe condition at all times. The County reserves the right to ask the Contractor to correct any issues it deems to be unsafe or hazardous.
16. Subcontractors: A qualified representative of the Contractor shall be present at all times when any Work is in progress by authorized subcontractors. The qualified representative shall be duly authorized to receive and execute orders of the County.
17. Contractor agrees to furnish its best skill and judgment in furtherance of the interest of the County. Contractor agrees to furnish at all times an adequate supply of materials and skilled workmen who are thoroughly trained and experienced in the necessary crafts and methods to properly perform the Work, and to perform the Work in the best way and in the most expeditious, economic and safe manner consistent with the interest of the County.
18. Contractor agrees that all Work shall be completed in a good and timely manner and that time is of the essence for completion of this Contract. Contractor shall notify the County at least two business days in advance of the date it desires to begin any Work and must coordinate all Work in advance with the Contract Administrator, or his designee.

12. Equipment: Contractor shall furnish all equipment, which is reasonably necessary to perform the Work in accordance with the specifications contained herein. All equipment used must be supplied by Contractor, shall meet and be used and operated in accordance with all federal, state, and local requirements, and shall be of sufficient type and size and in good and safe condition as is necessary to meet the requirements of the Work. Contractor warrants that such equipment shall be of such type as to cause no hazard or reasonably foreseeable danger to the County’s employees, members of the public, or property of the County or its tenants. All equipment shall be removed at completion of the job.

13. Materials: All materials and supplies used by Contractor shall either conform to the requirement specifications contained herein, or otherwise be specifically discussed with and accepted by the County.

14. Scheduling and Notification of Work:

1. We will have on-site meetings with contractors as requested to review the project.
2. Contractor shall also coordinate Work scheduling, parking, access and procedures with the County.
3. Unless otherwise approved by the County or required by the Contract documents, all Work shall be scheduled at least 48 hours in advance with the County. Unless other arrangements have been made, Contractor’s employee or representative shall contact the County authorized representative to schedule the Work.

15. Inspection:

1. A representative of the County designated by the Contract Administrator, shall have the right at all times to examine the supplies, materials and equipment used by Contractor, to observe the operations of the Contractor and its employees, to verify the activities being performed, and to do any act or thing which the County may be obligated or have the right to do under this Contract.
2. The County will conduct an inspection of the site at the completion of the brush grinding and removal. The Contractor may be present during this inspection. The County’s representative will identify any areas of correction for the areas inspected and the Contractor shall correct the concerns. If the Contractor is not present during the inspection, the County/representative shall notify the Contractor within 24 hours of the items in need of correction. The Contractor shall notify the County’s representative of any damages or hazardous conditions that affect the appearance, condition or safety of the grounds. Failure to correct any deficiencies by the Contractor shall be grounds to withhold payment of the invoice until deficiencies have been corrected. If the Contractor does not satisfactorily correct the deficiencies, the County reserves the right to correct at the County’s expense and deduct from the Contractor’s payment or to invoice the Contractor if necessary.

c. The Contractor shall be responsible for all property damages and/or personal injuries to their employees, to the County employees, or to the public resulting from its operations. All property damages or personal injuries shall be reported to the County immediately.

16. Reporting:

Contractor is responsible for several reporting requirements. Failure to provide required reports in the allotted time may result in the County withholding payment, deducting from payment, or considering the Contractor in default.

1. Contractor shall notify designated County Representative 48 hours prior to beginning work.
2. Contractor shall notify designated County Representative when work is complete to have a “walk through” while Contractor is on premises to see if both parties agree work is complete.
3. Contractor shall provide documentation to County Representative showing proper disposal of all materials. Contractor may not be paid if this documentation is not received by the County.
4. **SPECIFICATIONS:**

WORK HOURS

1. All work is to be performed during daylight hours unless otherwise approved in writing by the County.
2. All work shall otherwise be in compliance with the County Code, including, without limitation any applicable noise ordinance.

**SECTION V: INVOICES**

Payment for this project shall be remitted as a lump sum payment per the payment terms in the General Terms and Conditions after the project is completed and accepted by the County. Invoices for services provided for any contract resulting from this solicitation shall be submitted to:

Alleghany County Public Works

9212 Winterberry Avenue, Suite A

Covington, Va 24426

**SECTION VI: CONTRACT ADMINISTRATION**

1. The County Administrator, or his/her designee shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
2. The Contract Administrator, or his designee, shall determine the amount, quantity, acceptability, and fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made, must be authorized by the County through a written amendment to the contract.
3. The Contract Administrator may elect to designate a representative for the County as a primary contact for inspections and correspondence with the Contractor. The Contract Administrator will provide the contact information to Contractor once a Contract is awarded and executed.

**SECTION VII: BID FORMS**

1. **PRICING SCHEDULE**

The Bidder shall include a lump sum price for the entire service. Bids will only be accepted where pricing is submitted on this Bid Form. Vendor quotations and other supporting documentation can be included with the Bid, but Bids may be rejected if the Pricing Schedule is not completed and returned with Bid. Lump Sum Bid Price will be for services described in the Scope of Work in this solicitation.

|  |  |
| --- | --- |
| **General Description of Service** | **Lump Sum Bid Price** |
| Equipment, labor, materials, and services necessary to grind brush at Island Ford Transfer Station, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, including proper disposal of all materials; per the Scope of Work and Requirements of this Invitation for Bid | $ |

1. **EXCEPTIONS:**

Bidders must list all exceptions to specifications and requirements of this IFB:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Note above if there are further exceptions and list them on a separate page and include with bid response.

1. **REFERENCES:**

Bidders must provide at least 3 references for services provided to customers similar to County. (Attach additional sheets if necessary):

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Reference Name** | **Address** | **Phone #** | **Contact Person** | **Nature of Contract** | **Date****Completed** |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |

**Employees:** The Contractor has (number) of employees available to his/her company to perform the services as needed for this contract.

1. **CERTIFICATIONS**

The bidder shall identify as applicable, but not limited to, the following professional licenses and/or certifications that are held and are currently valid.

|  |  |  |  |
| --- | --- | --- | --- |
| **Certification Name** | **License or Certificate #** | **Issue Date** | **Expiration Date** |
| Commonwealth of Virginia Contractor’s License |   |   |   |
| Other: |   |   |   |
|   |
| Other: |   |   |   |
|   |

**E.** **WORKER’S COMPENSATION CERTIFICATE OF COVERAGE**

COMMONWEALTH OF VIRGINIA WORKERS' COMPENSATION

*Certificate of Coverage*

Section 11-46.3, Code of Virginia, requires contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Commonwealth of Virginia, its departments, institutions or agencies. This same requirement applies on behalf of local governments.

Evidence of coverage must be provided prior to commencement of work.

This form must be returned to the organization contracting the work.

The undersigned organization stipulates that it:

1. has workers' compensation insurance and is in compliance with the Workers' Compensation statutes of the Commonwealth of Virginia \_\_\_\_\_\_\_\_Yes \_\_\_\_\_ No

Insurance Company

Policy expiration date or,

1. is self-insured for workers' compensation \_\_\_\_\_\_ Yes.

Title of Contract:

PROJECT:

Contract Number:

Signed by:

Title:

Firm Name:

Address:

**SECTION VIII: TERMS AND CONDITIONS**

 **GENERAL TERMS AND CONDITIONS**

1. **Acceptance of Bids:** Unless otherwise specified, all bids submitted shall be valid for a minimum period of 30 calendar days following the date established for receiving bids. At the end of the 30 calendar days, if no award has been made, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled. Bids and solicitations for each address are considered as separate but preference to lowest overall price for awarded contracts will be given.
2. **Anti-Discrimination:** By submitting their bids, bidders certify to the County 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 (VPPA).* 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*, § 2.2-4343.1E).

In every contract over $10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
2. 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.
3. 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.
4. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
5. The contractor will include the provisions of 1 above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
6. **Antitrust:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County under said contract.
7. **Applicable Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth of Virginia with jurisdiction within the County where the work is to be performed or in the United States District Court for the Western District of Virginia, Roanoke, Virginia. The Contractor shall comply with federal, state and local laws and regulations.
8. **Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.
9. **Availability of Funds:** It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
10. **Bid Pricing**: The Bid price shall be an all-inclusive price to deliver the specified goods and/or services FOB Destination to the address specified address per the specifications. Invoices must be itemized and will be paid at the unit price in the bid. The County will not accept or pay for additional line items such as freight, shipping and handling, delivery, downtime, equipment, lost time due to inclement weather or any other charges additional to the unit prices quoted in the Bid. Prices are to remain in effect the entire term of the contract and may only be increased at the time of optional renewal as mutually agreed upon by the parties.
11. **Changes to the Contract:** Changes can be made to the contract in any of the following ways:
12. The parties may agree in writing 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.
13. The County 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 County a credit for any savings. Said compensation shall be determined by one of the following methods:
14. By mutual agreement between the parties in writing; or
15. 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 Count’s right to audit the Contractor’s records and/or to determine the correct number of units independently; or
16. 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 County with all vouchers and records of expenses incurred and savings realized. The County 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 County within thirty (30) days from the date of receipt of the written order from the County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. 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 County or with the performance of the contract generally.
17. **Claims**: Contractual claims, whether for money or other relief, shall be submitted in writing to Alleghany County, 9212 Winterberry Avenue, Covington, VA 24426 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. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the Building Official’s decision on the claim, unless that office fails to render such decision within sixty (60) days. Failure of the County to render a decision within sixty (60) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County’s failure to render a decision within sixty (60) days shall be the Contractor’s right to institute immediate legal action. The decision of the Building Official shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision of the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.
18. **Clarification of Terms:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than three (3) working days before the due date. The bidder may be asked to submit such questions in writing. Any revisions to the solicitation will be made only by addendum issued by the buyer.
19. **Debarment Status:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia or the County from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
20. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, 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 any other remedies which the County may have. In addition, the County reserves the right to cancel any orders placed that are not delivered by the date specified in the Invitation for Bid.
21. **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, 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.

1. **Ethics in Public Contracting:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.
2. **Facsimile and Email Bids:** Facsimile or email bids will not be accepted for **sealed** bids.
3. **Immigration Reform and Control Act of 1986:** By submitting their bids, the bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986. The Contractor shall maintain complete documentation on employees including the I-9 form required by the U.S. Department of Citizenship and Immigration Services, and supporting documentation including permanent resident alien VISA, temporary alien VISA, or other forms of appropriate documentation as identified by the I-9 form, and to furnish these documents to the County, at any time upon request, for any employee working on projects in accordance with the scope of the work involved in this or other contracts with the County.
4. **Indemnification:** Contractor agrees to indemnify, defend and hold harmless the County and the Commonwealth of Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor and any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the County or failure of the County to use the materials, good, or equipment in such manner already and permanently described by the contractor on the materials, goods or equipment delivered.
5. **Late Bids:** To be considered for selection, bids must be received by the County by the designated date and hour. Bids received in the County after the date and hour designated are automatically disqualified and will not be considered. The County is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or other means of delivery. It is the sole responsibility of the bidder to ensure that its bid reaches the County by the designated time and hour.
6. **Mandatory use of County Form and Terms and Conditions:** Failure to submit a bid on the official County form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bid may be cause for rejection of the bid; however, the County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the County may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
7. **Negotiation with the Lowest Bidder:** Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the County whenever such low bid exceeds the County’s available funds. For the purpose of determining when such negotiations may take place, the term “available funds” shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The County shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the County and the lowest responsive, responsible bidder.
8. **Nondiscrimination of Contractors:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
9. **Payment**:
10. **To Prime Contractor:**
11. 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 County or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
12. Any payment terms requiring payment in less than 60 days will be regarded as requiring payment 60 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 60 days, however.
13. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
14. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
15. **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* § 2.2-4363).
16. **To Subcontractors:**

a. 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 County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
2. To notify the County and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.

b. 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 County, 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 County.

1. **Precedence of Terms**: The following General Terms and Conditions ANTI-DISCRIMINATION, ANTITRUST, APPLICABLE LAWS AND COURTS, CLARIFICATION OF TERMS, DEBARMENT STATUS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS, PAYMENT, VENDORS MANUAL shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
2. **Qualification of Bidders:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect (bidder’s/offeror’s) physical facilities prior to award to satisfy questions regarding the (bidder’s/offeror’s) capabilities. The County further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the County that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
3. **Supremacy Clause:** Notwithstanding any provision in the bidder’s response to the contrary, the bidder agrees that the terms and conditions contained in the County’s bid prevail over contrary terms and conditions contained in the bidder’s response.
4. **Transportation and Packaging:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
5. **Testing and Inspection:** The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
6. **Use of Brand Names**: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent 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 identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County 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 nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
7. **Vendors Manual:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review from the Commonwealth of Virginia Division of Purchase and Supply in Richmond, VA and is normally accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov/) under “Vendors Manual” on the vendors tab.

**SPECIAL TERMS AND CONDITIONS**

1. **Award:** The County will make the award on a lump sum basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The County 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 procuring public body to be in its best interest. Should a successful Bidder fail or refuse to execute and return the Contract and supply the required documentation, including without limitation insurance, within the time allowed, the County may proceed to contract with the next lowest responsive and responsible bidder meeting all specifications and reference requirements. Each bidder may be required to submit evidence of qualifications, experience, equipment, and financial standing to perform the work specified in this solicitation. The County will consider provided references or the County’s prior experience with the bidders as part of the evaluation of bids.
2. **Bid Bond or Guarantee:** If the total amount of the bid exceeds $100,000, the bid shall be accompanied by a bid bond or guarantee of five percent (5%) of the amount of the bid, which shall be a certified check, cash escrow, or a bid bond payable to the County. The sureties of all bonds shall be of such surety company or companies as are approved by the State and are authorized to transact business in the Commonwealth of Virginia. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw such bidduring the period of thirty (30) days following the opening of bids; that if such bid is accepted, the bidder will accept and perform under the terms of the Invitation for Bid and purchase order or contract. The bid guarantee will be returned upon award of contract.

3. **Cancellation:**

1. For Cause

The County may cancel and terminate this Contract upon written notice to Contractor whenever the County determines, in the County’s sole and exclusive discretion, that Contractor’s services fall below the quality of services generally provided by others for similar types of services, or Contractor has failed to perform in accordance with this Contract. Prior to any such cancellation and termination, Contractor shall be given written notice and five (5) days to cure such failures. Default by Contractor hereunder shall constitute a basis for determining for future contracts that Contractor is not a responsible bidder and for the County to refuse to award such future contracts to Contractor. In the event that Contractor defaults in the performance of any of the terms, conditions or agreements contained in this Contract, and/or the County places the enforcement of all or part of this Contract in the hands of an attorney for enforcement, including the filing of a suit upon the same, Contractor agrees to pay all of the County’s reasonable attorney's fees and costs related to any such proceeding.

1. Without Cause

The County may cancel this Contract without cause at any time upon five (5) days advance written notice, and may stop any or all Work at any time during the five-day period, provided that Contractor shall be paid for all work satisfactorily completed on or before the effective date of the cancellation, as determined by the County, in its sole and exclusive discretion.

1. **Duplicate Copies:** Contract resulting from this solicitation may be executed in any number of counterparts, each of which shall be deemed an original and all of such counterparts together shall constitute one and the same instrument.

5. **Extra Charges Not Allowed**: The bid price shall be for complete performance of services per the Scope of Work including all labor and materials, and shall include all applicable freight, delivery, handling, installation, and other charges; extra charges will not be allowed.

6. **Hazardous And Other Wastes Material and Substances:**

1. Contractor shall not dispose of or release any wastes of any kind, whether hazardous or not, on the County’s premises.
2. Contractor shall remove all waste containers and debris arising from its work and shall dispose of it properly, in accordance with all applicable laws.
3. Contractor shall not bring or allow or permit to be brought onto the premises and shall not dispose of or release onto or from any County or other property any hazardous, toxic or petroleum material, substance, or waste. Compliance with all environmental laws shall be Contractor's sole responsibility at its sole cost. Contractor shall immediately furnish to the County written notice of any and all releases of hazardous wastes, materials or substances whenever such releases are required to be reported to any federal, state or local authority, and pay for all clean up and removal costs. Such written notice shall identify the substance released, the amount released, and the measures undertaken to clean up and remove the released material and any contaminated soil or water, and shall further certify that no contamination remains.
4. Environmental Indemnification: Regardless of the County’s acquiescence and in addition to indemnification provisions contained elsewhere in this Agreement, Contractor shall defend, indemnify, and hold the County, its officers, agents, and employees, harmless from all costs, liabilities, fines or penalties, including attorney's fees, resulting from or arising out of violation of this section and agrees to reimburse said parties for any and all costs and expenses incurred in eliminating or remedying such violations. Contractor further covenants and agrees to reimburse the County and hold the County, its officers, agents and employees harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against the County as a result of Contractor's use, release or disposal of any petroleum product, hazardous substance, material, or waste onto the ground or into the water or air. Contractor agrees to waive any and all statutes of limitations applicable to any controversy or dispute arising under this section and Contractor further agrees that it will not raise or plead a statute of limitations defense in any action arising out of Contractor's failure to comply with the provisions contained in this section.

7. **Insurance:**

A. Liability Coverage

Prior to execution of this Contract by the County, the Contractor shall obtain and provide the County with evidence in form acceptable to the County of commercial comprehensive general public liability occurrence-type insurance that includes contractual liability as well as products and completed operations insurance and automobile liability naming Contractor as insured and its employees as well as the County and its officials, officers, agents, and employees, as additional insured, providing coverage against any and all claims and demands made by any person or persons whomsoever for injuries or death or property damage incurred in connection with or arising out of the Work performed hereunder and including contractual liability coverage for the indemnity and other terms and conditions of this agreement, which policies shall provide limits of not less than $1,000,000.00.

1. Workers’ Compensation

Prior to execution of this Contract by the County, the Contractor shall obtain and provide the County with evidence in form acceptable to the County of statutory Workers’ Compensation and Employer’s Liability Insurance for all of its employees engaged in the Work, and Contractor shall maintain such coverage during the term of the Contract.

1. Insurance Not To Be Limit on Liability

Contractor covenants and agrees that the insurance coverage required under this agreement shall in no way be considered or used in any manner as a limit or cap of any kind on any liability or obligation that Contractor may otherwise have, including without limitation, liability under the indemnification provisions contained herein.

1. **Performance and Payment Bonds:** If the total amount of the bid exceeds $100,000, the successful bidder shall deliver to the County executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the County as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the County.
2. **Safety:** Contractors working in the County must maintain an adequate safety program to ensure the safety of contractor employees, subcontractor employees, all other individuals working under this contract, County employees, and the general public. The Occupational Safety and Health Administration (OSHA) provides for safety and health protection for employees on the job. The contractor is required to comply with OSHA standards.
3. **Severability:** Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be binding upon the parties hereto, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid or enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
4. **Survival:** All representations, agreements, covenants, and indemnifications made in or given by Contractor in this Contract shall survive the completion of all services under this Contract and the termination of this Contract for any reason.
5. **Subcontracting:** No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract. A qualified representative of the primary Contractor shall be present at all times when any Work is in progress. The qualified representative shall be duly authorized to receive and execute orders of the County.
6. **Warranty (Commercial):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the County by any other clause of this solicitation. A copy of this warranty must be furnished with the bid.
7. **Work Site Damages:** Any damage to existing utilities, equipment, finished surfaces, or other property resulting from the performance of this contract shall be repaired to the County satisfaction at the Contractor's expense. Any damages or injuries must be reported to the County immediately.

**ATTACHMENT 1**

**ALLEGHANY COUNTY
“SAMPLE” CONTRACT**

(This contract is only a sample and wording may change or vary from sample at the time of execution)

**Contract Number**:

This contract entered into this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter called the “Contractor” and the County of Alleghany, Virginia, hereinafter called the “County.”

**WITNESSETH** that the Contractor and the County, in consideration of the mutual covenants, promises, and agreements contained herein, agree as follows:

**SCOPE OF SERVICES**: The Contractor shall provide the services to the County as set forth in the IFB.

**CONTRACT PERIOD:** The initial contract period is\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_.

**COMPENSATION AND METHOD OF PAYMENT**: The Contractor shall be paid in accordance with the IFB and Contractor’s Bid submitted thereto.

**CONTRACT DOCUMENTS:** The Contract Documents shall consist of this signed Contract, the Invitation for Bid (“IFB”) Number \_\_\_\_ with its Terms and Conditions, dated \_\_\_\_\_\_\_\_\_, together with all written Addenda and modifications thereof, the bid submitted by the Contractor dated \_\_\_\_, all of which contract documents are incorporated herein.

In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

**CONTRACTOR: COUNTY OF ALLEGHANY:**

By: By:

Title: Title:

Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_