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1.0 PURPOSE

The purpose of this Request for Proposals (RFP) is to obtain the services of qualified Contractor(s) to provide non-exclusive municipal solid waste (MSW) transportation and/or disposal services for Bedford County in accordance with the terms, conditions and specifications contained herein and attached hereto. The successful Offeror(s) shall be responsible to provide personnel, materials, equipment, expertise and any other associated resources required to perform the services outlined herein. Bedford County is considering multiple contract awards to achieve the goals of long-term, affordable, and stable transportation and disposal services. This solicitation is issued for the Bedford County Department of Public Works on behalf of the County of Bedford, 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 Request for Proposal will hereinafter be referred to as an “Offeror”. An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a “Contractor”.
- 1.2 The contents of the proposal submitted by the successful Offeror, this RFP (including general and special terms and conditions) and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful Contractor(s) will be required to sign a contract with the Owner.
- 1.3 Optional Pre-Proposal Meeting: a non-mandatory pre-proposal meeting will be held starting at **10:00 a.m. May 22, 2019**, at the Waste Management Facility Office, **1060 Recycle Road, Bedford, VA 24523**. The purpose of this meeting is to allow Offerors an opportunity to present questions, provide comments, and obtain clarification relative to any facet of this solicitation, and to tour the transfer operational area. While attendance is not mandatory, Offerors are encouraged to attend or send a representative. Please bring a copy of this solicitation with you; any changes resulting from this meeting will be issued as a written addendum to the solicitation.

2.0 BACKGROUND

The Owner is soliciting proposals from qualified Offerors to provide municipal solid waste (MSW) transportation and/or disposal services. **The Owner is considering the MSW management option of offsite disposal at offsite facilities, and to award multi-year transportation and/or disposal contract(s).**

Acceptable private facilities include permitted landfill disposal and waste-to-energy facilities ranked by the Owner based on the evaluation criteria stated herein. It is the Owner’s intent to make a final decision and possible contract award(s) within 90-days after the procurement submission deadline.

Presently, there is a transfer station constructed at the Bedford County Waste Management Facility (WMF) that will be modified to allow offsite transfer hauling. The transfer station modification is in the planning/design phase and is projected to be completed during Spring 2020 which will initiate offsite MSW transfer from the facility.

Offerors may submit proposals for transportation only, or transportation and disposal services. For disposal services, Offerors are encouraged to propose primary and secondary (back-up) disposal locations with adjusted pricing for transportation and site-specific costs.

The Owner will design, permit, construct and operate the transfer station under a Permit-by-Rule from the Virginia Department of Environmental Quality (herein referred to as “DEQ”). This would allow the transfer of waste from Bedford County to a permitted disposal location. The Bedford County Waste Management Facility is located at 1060 Recycle Road, Bedford, Virginia approximately 7 miles south of the Town of Bedford along Route 43.

For 2018, the Owner received approximately 153 tons of MSW per day (7 day basis). Based on projected population growth, the total waste stream may grow at an equivalent rate between 0-3% per year.

Information provided in this solicitation is the most current available at time of solicitation issuance. It is provided for informational purposes only, and should not be interpreted as a guarantee of work (or MSW tonnage) to be provided under the resulting contract. Bedford County offers no such guarantee.

3.0 STATEMENT OF NEEDS

3.1 MSW Transportation and/or Disposal:

The Contractor shall provide all labor, materials, equipment, tools, and supervision necessary for MSW transportation and/or disposal services from the Bedford County WMF to an Owner-approved permitted disposal location. Adequate transfer trailer capacity shall be maintained at the WMF in preparation for and during the provision of transfer services. Contractor's transport vehicles and waste handling equipment shall be compatible with the Owner's transfer design and operational capability, and with equipment located at the Owner-designated disposal location.

- 3.1.1 Offerors should confirm availability of walking floor and tipper transport trailers.
- 3.1.2 Offerors should confirm service capability to maintain trailer storage capacity at all times assuming peak waste flows.
- 3.1.3 The Contractor shall keep all waste transport vehicles and trailers in proper working order including acceptable ratings on safety inspections, being water tight, and waste containment.
- 3.1.4 The Owner will provide a yard truck for use by Owner's staff to relocate Contractor's full and empty trailers during the contract term.
- 3.1.5 Offerors should discuss need for a tarping platform to allow for the safe tarping of transfer trailers to be jointly used by Contractor and Owner's staff prior to hauling full trailers offsite to the disposal facility. The Contractor is solely responsible for all vehicular liabilities including waste containment when offsite from the WMF.
- 3.1.6 The Contractor shall use a waste disposal method, and manage operations that comply with local, state and federal regulations. Offerors should confirm availability of site visits and current and regulatory documentation to Owner representatives as part of procurement selection, and periodically throughout the contract term.
- 3.1.7 Contractor operations at the Bedford County WMF shall be managed under the Owner's sole discretion based on regulatory guidelines and facility procedures. Contractor will recommend a hauling schedule to Owner, and Owner will make reasonable efforts to support Contractor's efficient operations.
- 3.1.8 With advance notice to Contractor, Owner may deliver waste to the contracted disposal facility directly. Transportation charges would not be incurred in this instance.
- 3.1.9 For MSW disposal, Contractor shall have available primary and secondary disposal site(s) that at a minimum are fully permitted and meet EPA Subtitle D standards. Offerors should provide remaining capacity information for proposed disposal facilities. The Owner retains sole discretion as to disposal location that will minimize Owner expense and provide sustainable services.
- 3.1.10 Contractor shall bear full responsibility for its work and every part thereof, all materials, tools, equipment, appliances and property associated with this contract and its performance. The Contractor assumes all risk of and liability for direct and indirect damage or injury to the property or person used or employed on, or in connection with, the work contracted for and of all damage

or injury to any persons or properties wherever located, resulting from any action, omission, commission or operation under this transportation and disposal service contract.

3.2 Waste Management Facility Operations

The Owner will operate the transfer operation as described in this section. The Owner is responsible for placing waste in open top transfer trailers within a specified MSW weight range, relocating trailers as-needed, and providing all labor, equipment (including scale operations) and supplies necessary to manage the transfer operation in accordance with the following standards:

3.2.1 Operating Hours

The transfer facility receives MSW during the hours of 7:30 a.m. to 3:30 p.m., Monday through Saturday excluding Wednesday when the facility is open 7:30 a.m. – 1 p.m. The WMF is closed on Sunday and the holidays listed below when waste is not accepted. However, transportation services may be required at these times in preparation for the next work day. The WMF schedule is subject to change by Owner's sole discretion. Contractor will anticipate peak waste flows when scheduling services to maintain onsite transfer trailer capacity at all times. The Owner anticipates Sunday use of the transfer facility will be limited and infrequent. However, adequate trailer storage capacity must be maintained in preparation for Monday so Contractor services may be required on Sunday to provide additional trailers. The WMF is presently closed during the following holidays:

- New Year's Day
- Independence Day
- Thanksgiving Day
- Christmas Eve (possible)
- Christmas Day

Offerors will indicate compatibility of hauling and disposal operations with Owner's current operating schedule.

3.2.2 Waste Categories, Acceptance and Handling

The Owner accepts Municipal Solid Waste, Construction Demolition Waste, Agricultural Waste and similar materials, as defined by the Virginia Solid Waste Management Regulations and Transfer Permit-by-Rule #031, and approved by responsible Owner staff. Only waste generated from within Bedford County is accepted at the Facility.

- 3.2.2.1 Owner retains sole authority to allow or deny access, and acceptance or refusal of all waste deliveries, to the WMF.
- 3.2.2.2 Owner will operate transfer facility and load Contractor transfer trailers. Contractor will support Owner's effort by defining acceptable MSW weight range for transfer trailers, and maintaining adequate trailer capacity at all times in preparation for peak waste flows. As necessary, Owner and Contractor will coordinate trailer management to ensure adequate onsite transfer trailer capacity. Similarly, Contractor will provide immediate feedback to Owner regarding excessively light or heavy trailers, and any other operational concern.
- 3.2.2.3 To allow computerized tracking, Contractor's vehicles and transfer trailers will be individually identified with Owner-approved decals at no cost to Owner. Decals must be readily visible from scale-house window.
- 3.2.2.4 Contractor will provide to Owner disposal transaction tickets each month as a basis for calculating and paying hauling and disposal invoices. Weekly transaction tickets will be provided upon Owner request.
- 3.2.2.5 Upon request, Contractor will provide Owner Virginia Weights and Measures scale certification documentation.

- 3.2.2.6 Contractor vehicle and transfer trailers will be weighed inbound and outbound on certified scales at Contractor's disposal facility as a basis for payment. Owner requests that manual tickets, if any, be based on average net weight of delivered MSW loads for the previous 3 months, for comparable trailer equipment and capacities.
- 3.2.2.7 Contractor agrees to weigh inbound and outbound at the Bedford County WMF to verify shipments, ensure appropriate highway weights, and to provide a weight comparison at the disposal facility. If mutually acceptable, hauling after WMF operating hours requires completion of a log to document truck, trailer loads and weights.
- 3.2.2.8 Owner is responsible for the detection of unacceptable waste received at the transfer facility. Should unacceptable waste be discovered, Owner shall be responsible for the proper disposal of such waste.
- 3.2.2.9 Contractor shall provide enough empty transport trailers at the transfer facility to accommodate waste deliveries for a 6-day week operation (Monday – Saturday) with variable flows. Upon Owner request, Contractor will provide additional spare trailers to ensure adequate waste loading capacity without additional cost to Owner. Offerors are requested to discuss their plan to provide dependable and adequate trailer capacity to maintain Owner transfer building operations and regulatory compliance.
- 3.2.2.10 During contract performance, Contractor will notify Owner of any unusual incidents, which include but are not limited to, employee injuries at the WMF, Owner property damage, fires, injuries, liquid or waste spills, and vehicular accidents of any kind.
- 3.2.2.11 Owner will be responsible for any damage to the Contractor's trailers that result from the Owner's actions in loading waste or relocating trailers. This excludes damage resulting from normal wear and tear of the equipment. The Contractor shall **immediately** notify the Owner of such damage prior to leaving the Facility. Failure to report such damage will result in rejection of damage claim.

3.2.3 Daily Recordkeeping

Owner will keep daily records of incoming and outgoing vehicle weights, outgoing tonnage, time and number of transfer vehicles processed, and any unusual incidents or accidents.

3.2.4 Contractor Personnel

Contractor shall only use personnel trained and qualified in the operation of the equipment it utilizes. All transport vehicle drivers shall be properly licensed and trained in the operation of their vehicles.

3.2.5 Miscellaneous Materials

- 3.2.5.1 Many recyclable materials are accepted at the Bedford County WMF. At times these materials will be received at the transfer facility. When loaded into transfer trailers, Contractor will transport and dispose of these materials without limitation.
- 3.2.5.2 Animal remains and carcasses will be periodically received at the transfer facility. Contractor should provide information concerning handling, and any limitations or fees.
- 3.2.5.3 Residentially-generated (household) hazardous waste, electronic wastes, universal wastes, and other special wastes are routinely accepted at the Bedford County WMF, and diverted from the MSW disposal stream. These materials are excluded from regulation, and Contractor should expect de minimus quantities to be included in the waste stream.
- 3.2.5.4 Contractor should provide information concerning any materials subject to additional handling, limitations or fees (surcharges) in addition to the per ton MSW transfer and disposal tipping fee.

3.2.6 Facility Signage

The Owner will provide and maintain all signage at the WMF.

3.3 Tonnage – Fee Adjustments

For proposal evaluation, Offerors shall include transportation and disposal rates on a per ton basis. To simplify operations for transportation services, Contractor and Owner may negotiate and execute via supplemental agreement, a mutually agreeable per trip rate to replace contract per ton rate.

For the past 3 years, the Bedford County landfill has received MSW quantities as follows:

- FY 16: 51,333 tons
- FY 17: 54,021 tons
- FY 18: 55,724 tons

Many factors influence MSW tonnage rates. Therefore, Owner makes no commitment concerning contract tonnage. Offerors are requested to provide hauling and disposal rates within the following increments -

- 10,001 – 50,000 Tons
- 50,001 – 100,000 Tons

4.0 **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

4.1 General Requirements

4.1.1 RFP Response. In order to be considered for selection, Offerors must submit a complete response to the RFP. **One (1) original and three (3) copies, along with one (1) thumb-drive containing an electronic copy of each proposal shall be submitted to the Owner.** The Offeror shall make no other distribution of the proposal.

4.1.2 Proposal Preparation

4.1.2.1 An authorized representative of the Offeror shall sign the proposal. Offerors shall submit all information requested; failure to submit all information requested may result in the Owner requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lacking information may be rejected by the Owner. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

4.1.2.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

4.1.2.3 Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the section of the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The Offeror's proposal should provide all the information that it considers pertinent to its qualifications for the project and which respond to the Statement of Needs described.

- 4.1.2.4 Each copy of the proposal should be bound, stapled or contained in a single volume where practical. All documents submitted with the proposal should be contained in that single volume.
- 4.1.2.5 Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, on the form provided with this RFP with their proposal response. The Owner reserves the right to ask for additional clarification prior to establishing protection.

4.2 Specific Proposal Submission Requirements

Offerors shall include the following elements in their proposal response:

- 4.2.1 Certification page and the return of a Proposal and all associated applicable forms, inclusive of any addenda, signed and filled out as required.
- 4.2.2 Brief narrative of the Offeror's experience, qualifications, and capabilities to successfully provide proposed services stated in the Scope of Services. The narrative should address specifications and information requests in sections 3 and 4 in the following categories:
- Summarize the Offeror's proposed services, including any information necessary to explain the level of service proposed.
 - Offeror should include a summary of their most recent three (3) years of audited financial statements.
 - Statement of experience with similar operations, facilities and contracts. The Offeror should have a minimum of five years similar experience. List three representative reference contracts, including name, location, contact person with that person's e-mail address and phone number.
 - Written documentation from an officer, that the Offeror's proposed disposal sites are permitted and will accept the Owner's waste. Non-binding commitments, verbal or written, or potential commitments, will not be considered and may disqualify the proposal.
 - List any subcontractors the Offeror may utilize in fulfilling the requirements of this contract. Offerors are advised that the Owner does not accept any subcontractor mark-up proposals as part of this process.
- 4.2.3 Transportation Services: Offerors shall indicate the companies (or divisions within their company) they would utilize for transportation services if awarded a contract, in this section of their proposal response. Transportation service information shall include:
- Corporate Name
 - Corporate Address (both corporate and local if applicable)
 - References of at least three (3) transportation service contracts of similar scope and size
 - List of company's proposed staffing, and equipment proposed for Bedford County services including: (a) quantity and make/model and year of trucks, and (b) quantity, design and made/model of trailers
 - Brief description of preventative maintenance/repair capabilities for trailers and vehicles
 - Operations plan to maintain adequate trailer capacity in anticipation of peak flows at the Bedford County WMF
 - ***For transportation services only***, Offerors should include Region 2000 landfill as one possible disposal location; multiple locations may be submitted with requested information

- 4.2.4 Disposal Services: In this section of their proposal response, Offerors shall indicate the following information for Primary, Secondary and any other Disposal Facilities proposed for utilization in the resulting contract:
- Facility Name, Address, and Permit #
 - Corporate Name
 - Address (both corporate and local, if applicable)
 - References of at least three (3) disposal service contracts of similar scope and size
 - DEQ permits (cover page(s) only, additional information upon Owner request)
 - List and briefly describe – any Notice of Violations for the previous three (3) years for proposed facilities.
 - Describe the proposed primary disposal site and backup disposal site, providing specific location, name, permit number and a statement addressing each site’s ability to provide disposal services to the Owner for the contract period. Remaining constructed, permitted and non-permitted disposal capacity (approx. cubic yards, years), and applicable employment history of responsible Virginia Waste Facility Operator (licensed).
 - Written documentation from an officer, that the Offeror’s proposed disposal sites are permitted and will accept the Owner’s waste. Non-binding commitments, verbal or written, or potential commitments, will not be considered and may disqualify the proposal.
 - Proof of insurance, including any environmental impairment insurance, or proof of financial responsibility in accordance with any local, state or federal regulations, for the disposal site.
- 4.2.5 Pricing Schedule: An itemized breakdown of all fees associated with providing the proposed services, on the Proposal Pricing Schedule (and supplemented with additional pages if needed) provided within this RFP. Recommend, justify, and provide link to Price Index to be used as a basis for annual contract price adjustments.

5.0 EVALUATION AND AWARD CRITERIA

5.1 Evaluation Criteria

An Evaluation Committee will evaluate the proposals using the following criteria.

- 5.1.1 Offeror’s proposed contract/project team, qualifications, proposed subcontractors, and experience in providing the work specified herein
- 5.1.2 Offeror’s demonstrated capability to provide services that are in regulatory compliance
- 5.1.3 Offeror’s equipment and disposal capacity that allows dependable, long-term contractual services
- 5.1.4 Offeror’s proposed fee schedule for transportation services only, or transportation and disposal

5.2 Award of Contract

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Owner shall select the Offeror(s) which, in its opinion, have submitted the proposal representing the best value to the Owner, and shall award the contract to those Offeror(s). The Owner may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359, Code of Virginia). Should the Owner determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The Owner reserves the right to request interviews with top-ranked Offerors as part of the evaluation process. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror’s proposal as negotiated. Contract award requires Board of Supervisor approval.

6.0 ADDITIONAL INFORMATION

6.1 Insurance Requirements

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified on the attached Insurance Checklist at the time the work commences. Additionally, the Offeror certifies that it will maintain all required insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

The Contractor shall furnish the certificate of insurance for the coverage required, endorsing Bedford County as additional insured, within five business days of the request, and shall continue to provide compliant insurance certificates throughout the term of the contract.

6.2 No Contact Policy

No Offeror shall initiate or otherwise have contact with any Owner representative or employee, other than Owner's procurement representative, after the date and time established for receipt of proposals. Any contact initiated by an Offeror with any Owner representative, other than the Owner's procurement representative, concerning this RFP is prohibited. Any such unauthorized contact may cause the disqualification of the Offeror from this procurement process.

6.3 Unacceptable Performance

The Owner reserves the right to inspect all operations and to withhold payment for any work not performed or performed not in accordance with the specifications/contract documents. Payments withheld for unsatisfactory performance may be released upon receipt of satisfactory evidence that the work has been corrected to the Owner's satisfaction. These corrections shall be at no cost to the Owner. The Contractor shall correct deficiencies within 24 hours of notice by telephone or in writing. Failure to do so shall be cause for withholding of payment for the service and may result in default action.

6.4 Term of Contract and Extension

The initial term of this contract shall be for ten (10) years from date of award. The Owner reserves the right to renew this contract for four (4) additional five (5) year contract terms. Such extensions should be contingent upon the satisfactory performance by the Contractor, approval of both parties, and subject to the successful negotiation of the related fees, at a reasonable time (approximately 180 days) prior to the expiration of the current term. The Owner will consider fee adjustments, with sufficient documentation and justification, at each one-year contract date/anniversary. Any changes to the contract shall be mutually agreed upon and documented in writing.

6.5 Contract Administration

The successful administration of this contract will require close coordination with the Contract Administrator. The Solid Waste Division Manager will serve 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 Owner and issued as a written amendment to the Contract.

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Vendor: These general rules and conditions shall apply to each solicitation and every contract awarded by Bedford County, unless otherwise specified. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract representing Bedford County. 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 Owner will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY**-The issuing department has the sole responsibility and authority for negotiating, placing and when necessary modifying this solicitation and resulting contract.
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 Owner 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 Owner must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.
3. **CLARIFICATION OF TERMS** - 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 three (3) 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 three (3) 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 Owner 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 Owner.
 - 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 Owner, 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
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/Offeree. 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. 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. **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.
13. **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/Offeree.
14. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerees 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.
15. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 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/Offerees 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, Offeree, 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.
16. **NO CONTACT POLICY:** No Bidder/Offeree shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Owner, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeree with any Owner representative, other than the issuing department, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeree from this procurement process.
17. **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 section 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 section 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 section 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.
18. **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.
19. **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.
20. **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.
21. **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.

22. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.
23. **AWARD OR REJECTION OF BIDS:** The Owner 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 Owner 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 Owner also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
24. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Owner may be viewed at: <https://www.bedfordcountyva.gov/about-bedford/administration/procurement>.
25. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror 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/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
26. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Bedford 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 Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.
27. **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 Bedford County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
28. **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 Bedford County, relating to the particular goods or services Purchase and Delivery 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.
29. **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 contract. All invoices shall show the contract number, Purchase and Delivery 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.
30. **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.
31. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Owner.
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 Delivery and administrative costs. This remedy shall be in addition to other 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 Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 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 and Delivery order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

34. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the contract. All invoices shall show the IFB/RFP title and date.

35. **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 Owner within thirty (30) days from the date of receipt of the written order from the Owner. 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.

36. **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.

37. **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 and Delivery 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.

38. **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.
 - C. **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 paragraph 32 of these General Conditions, the Owner may hold the contractor responsible for any resulting additional Purchase and Delivery and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - D. **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.
39. **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 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 and Delivery order, contractual disputes, invoicing and payment. Bedford 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.

Bedford 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.

40. **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.
41. **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.
42. **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 Section 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.
43. **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, project title, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the project title, 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.
45. **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.
46. **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.
47. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Owner's project representative 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 Purchase and Delivery shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Owner, 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.
48. **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 and Delivery order.
49. **REPLACEMENT:** Materials or components that have been rejected by the Owner, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
50. **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. Project Title,
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.

51. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract by Bedford County shall submit such protest in writing to the County Administrator 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 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. Nothing in this paragraph shall be construed to permit a Bidder/Offeror to challenge the validity of the terms or conditions of the solicitation.
52. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator 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 Board of Supervisors within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the Board of Supervisor's decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the Board of Supervisor's 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 Section 2.2-4364 of the Code of Virginia. Failure of the 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 Board of Supervisors 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 Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

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
<u>X</u>	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 Bedford County as additional insured (This coverage is primary to all other coverage The County 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 Bedford County 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

RETURN THIS PAGE

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A- This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).
- C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

RETURN THIS PAGE ONLY IF APPLICABLE

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

Pursuant to Virginia Code §2.2-4311.2, an Offeror 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 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 is not required to be so authorized. Any Offeror 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.

If this quote for goods or services is accepted by the County of Bedford, 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 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 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 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 is not required to be authorized to transact business in Virginia.

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

Legal Name of Offeror

Date

Authorized Signature

Print or Type Name and Title

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**MUNICIPAL SOLID WASTE TRANSPORTATION AND DISPOSAL SERVICES
OFFEROR'S PROPOSAL FORM**

(Offerors must include this completed form with Section 3 and 4 Proposal information)

OFFEROR NAME: _____

From: Bedford County Waste Management Facility Transfer Operation (PBR - 031)

1. Primary Disposal Facility

To: _____ (Permit Name & Permit)

_____ (Street Address)

Distance: _____ (# Miles)

2. Secondary Disposal Facility

To: _____ (Permit Name & Permit)

_____ (Street Address)

Distance: _____ (# Miles)

3. Contractor Transportation and/or Disposal Pricing Schedule

Disposal Facility	Category	Price and Capacity
Primary Disposal Facility (#1 above)	Hauling Rates	<ul style="list-style-type: none"> • 10,001 – 50,000 Tons: \$ _____ per Ton • 50,001 – 100,000 Tons: \$ _____ per Ton
	Disposal Rates	<ul style="list-style-type: none"> • 10,001 – 50,000 Tons: \$ _____ per Ton • 50,001 – 100,000 Tons: \$ _____ per Ton
	Remaining Est. Constructed Disposal Capacity	_____ Cubic Yards _____ Years
	Remaining (non-constructed) Permitted Disposal Capacity	Part A Permit in-place: _____ Cubic Yards Part A and B Permits in-place: _____ Cubic Yards
Secondary Disposal Facility (#2 above)	Hauling Rates	<ul style="list-style-type: none"> • 10,001 – 50,000 Tons: \$ _____ per Ton • 50,001 – 100,000 Tons: \$ _____ per Ton
	Disposal Rates	<ul style="list-style-type: none"> • 10,001 – 50,000 Tons: \$ _____ per Ton • 50,001 – 100,000 Tons: \$ _____ per Ton
	Remaining Est. Constructed Disposal Capacity	_____ Cubic Yards _____ Years
	Remaining (non-constructed) Permitted Disposal Capacity	Part A Permit in-place: _____ Cubic Yards Part A and B Permits in-place: _____ Cubic Yards

4. Other Materials Disposal Fee Schedule (add separate page if required)

Material Description & Quantity	Disposal Price Primary Disposal Facility	Disposal Price Secondary Disposal Facility

5. Transportation

- a. Walking Floor Trailers; Available for Bedford County services: Yes _____ No _____
Minimum MSW _____ Tons; Maximum MSW _____ Tons
- b. Tipper Trailers; Available for Bedford County services: Yes _____ No _____
Minimum MSW _____ Tons; Maximum MSW _____ Tons

6. Regulatory

Confirm availability of site visit, availability of Owner review of regulatory and certified scale documentation:
Yes _____ No _____

Note: Offerors may provide hauling and disposal information and price schedule to additional facilities.

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