

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO



DEPARTMENT OF GENERAL SERVICES
CHRISTOPHER L. WINSTEAD P.E.
DIRECTOR

IFB # 11-9177-12EF

January 27, 2012

**Invitation for Bid
Landfill Disposal Service**

Subject: Annual contract to furnish and provide Landfill Disposal Services for the County of Henrico Public Works Department in accordance with the enclosed general terms, conditions and specifications.

Sealed bids in accordance with the conditions, specifications, and instructions below and on the attached sheets or drawings hereto, if any, will be received no later than **2:00 p.m.** local prevailing time, **February 16, 2012** and will be opened and publicly read aloud. Sealed bids should be delivered as follows:

IN PERSON OR SPECIAL COURIER
County of Henrico
Department of General Services
Purchasing Office
1590 E. Parham Road
Henrico Virginia 23228

OR

U.S. POSTAL SERVICE
County of Henrico
Department of General Services
PO Box 90775
Henrico Virginia 23273-0775

This IFB and any addenda are available on the County of Henrico website at: <http://www.co.henrico.va.us/departments/genserv/purchasing/> The Bids and Proposals link is listed under the Henrico Business Section on the home page. To download the IFB, click the link and save the document to your hard drive. To receive a printed copy of this document please call (804) 501-5660 or bla04@co.henrico.va.us To receive an email copy of this document or any technical assistance please contact edw@co.henrico.va.us

Time is of the essence, and all bids received after the appointed hour for submission, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Office Department of General Services. Envelopes containing bids shall be sealed and marked in the lower left-hand corner with the bid request number, goods or services sought, hour and due date of the bid. Bidders are responsible for insuring that their bid is stamped by Purchasing Office personnel.

All bidders shall use the enclosed Bid Form in submitting their bid prices. The Purchasing Office reserves the right to waive any informality in bids and to award in part or in whole or to reject any or all bids.

Nothing herein is intended to exclude any responsible bidder, its product or service or in any way restrain or restrict competition. On the contrary, all responsible bidders are encouraged to submit a bid. Comments as to how bid documents, specifications or drawings can be improved are welcome.

The awarding authority for this contract is the Director of General Services.

Should you have any questions concerning this Invitation to Bid, please contact Eileen Falcone (804) 501-5637, email address, fal51@co.henrico.va.us no later than February 6, 2012.

Director of General Services
Christopher L. Winstead, P.E

Eileen Falcone
Purchasing Officer

I. Scope of Work/Service

The intent and purpose of this Invitation for Bid is to establish an annual contract(s) with a qualified vendor(s) to provide firm pricing for landfill disposal services for stone, gravel, asphalt, reinforced and non reinforced concrete, waste dirt/soil, stumps and brush for the Henrico County Department of Public Works as needed and requested.

- A. The successful bidder shall accept stone, gravel, asphalt, reinforced and non reinforced concrete, waste dirt/soil, stumps and brush, at an approved landfill or recycling center. This landfill or recycling center shall be operated in accordance with all applicable Federal, State and Local laws, regulations, standards and ordinances.
- B. All materials will be hauled to the successful bidder's location in County trucks. The body size of the trucks will be approximately 10 feet in length and 16 feet in length. The successful bidder shall bill the County based on the size of the truck delivering the material.
- C. The locations of the disposal centers in relationship to the areas in the County where the material originates will be an important factor in awarding the contract(s). The successful bidder for the west end districts (Tuchahoe, Brookland and Three Chopt) must be located within 20 miles of the location of Depot West, 10431 Woodman Road, Glen Allen, VA 23060. The successful bidder for the east end districts (Fairfield and Varina) must be located within 20 miles of Depot East, 438 Dabbs House Road, Richmond, VA 23223. **The County reserves the right to award separate contracts for east and west districts. Bidders are to indicate on the bid form the sites where the work will be performed.**
- D. The quantities listed are estimates only. The actual usage could be more or less depending on needs during the contract period.
- F. All cost associated with providing this service to the County shall be included in the "per load price". No additional charges will be allowed.

II. GENERAL TERMS AND CONDITIONS:

A. Addenda:

1. Comments as to how the bid documents, specifications or drawings can be improved are welcome. Bidders requesting clarification or interpretation of or improvements to the bid general terms, conditions, specifications or drawings shall make a written request which shall reach the Purchasing Office, Department of General Services, at least eight (8) calendar days prior to the date set for the receipt of bids.
2. Any changes to the bid general terms, conditions, specifications or drawings shall be in the form of a written addendum from the Purchasing Office and it shall be signed by the Director of General Services or a duly authorized representative.
3. An addendum shall be issued no later than six (6) calendar days prior to the date set for the receipt of bids. An addendum extending the date for the receipt of bids or an addendum withdrawing the Invitation to Bid may be issued anytime prior to the date set for the receipt of bids.
4. Each bidder shall be responsible for determining that all addenda issued by the Purchasing Office for the Invitation to Bid have been received before submitting a bid for the work.
5. Each bidder shall acknowledge the receipt of each addendum on the Bid Form.

B. Authorization to transact business in the Commonwealth:

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
2. A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its bid or proposal the identification number issued to it by the State Corporation Commission. (ATTACHMENT B) Any bidder or 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 bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
3. A bidder or offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the Director of General Services, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the bidder/offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.
5. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

C. Annual Appropriations:

It is understood and agreed that this contract shall be subject to annual appropriations by the Board of County Supervisors (the "Board"). Should the Board fail to appropriate funds for this contract, the contract shall be terminated when existing funding is exhausted. There shall be no penalty should the Board fail to make annual appropriations for this contract.

D. Award of Contract:

1. The Purchasing Office reserves the right to waive any informality in bids and to award in part or in whole or to reject any or all bids. The reasons for the rejection shall be made a part of the contract file.
2. In case of a tie bid, preference shall be given to goods, services, and construction produced in the County of Henrico or the State of Virginia or provided by persons, firms or corporations having principal places of business in the County of Henrico or the State of Virginia, if such a choice is available; otherwise the tie shall be decided by lot. A County of Henrico business shall be given preference over a State of Virginia business, if such a choice is available.
3. The Purchasing Office shall have the right, before awarding the contract, to require a bidder to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it concerning the financial, technical, and other qualifications and abilities of a bidder. (See Attachment A)
4. It is the intent of the Director of General Services to award a contract to the lowest responsive and responsible bidder provided the bid does not exceed the funds available for the contract. **This bid will be awarded by Lot or Total Bid Price ; whichever is in the best interest of the County.** (See the Bid Form)
5. Upon making an award, or giving notice of intent to award, the County will place appropriate notice on the public bulletin board located at the following locations:

Purchasing Office
1590 East Parham Road
Henrico, VA 23228

Eastern Government Center
3820 Nine Mile Road
Henrico, VA 23223

Henrico Government Center
4301 East Parham Road
Henrico, VA 23228

Notice of award or intent to award may appear on the Purchasing Office website:
<http://www.co.henrico.va.us/departments/genserv/purchasing/>

6. The bidder to whom the contract is awarded shall, within fifteen (15) days after prescribed documents are presented for signature, execute and deliver to the Purchasing Office the contract forms and any other forms required by the bid.

E. Bid Security:

The Purchasing Office does not require the bidder to furnish a bid security with this bid.

F. Bidder's Performance:

1. Goods and services must be delivered and rendered strictly in accordance with this bid and shall not deviate in any way from the terms, conditions, prices, quality, quantity, delivery instructions, and specifications of this bid.
2. All goods and/or services delivered and/or rendered shall comply with all applicable federal, state, and local laws, and shall not infringe any valid patent or trademark. The successful bidder shall indemnify, keep, save, and hold the County, its officers and employees, harmless from any liability for infringement and from any and all claims or allegations of infringement by the bidder or the County, its officers and employees, arising from, growing out of, or in any way involved with the goods delivered or services rendered pursuant to this purchase.
3. In the event that suit is brought against the County, its officers and/or its employees, either independently or jointly with the bidder, the bidder shall defend the County, its officers and employees, in any such suit at no cost to them. In the event that final judgment is obtained against the County, its officers, and/or its employees, either independently or jointly with the bidder, then the bidder shall pay such judgment, including costs and attorneys fees, if any, and hold the County, its officers and employees, harmless therefrom.
4. The successful bidder shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
5. The successful bidder shall not, in its product literature or advertising, refer to this purchase or the use of the bidder's goods or services by the County of Henrico, Virginia.
6. The successful bidder shall cooperate with County officials in performing the specified work so that interference with the County's activities will be held to a minimum.

G. Bidder's Representation:

1. By submitting a bid in response to this Invitation to Bid, the bidder certifies that it has read and understands the bid documents, specifications, and drawings, if any, and has familiarized itself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work.
2. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site(s), shall in no way relieve any bidder from any obligations with respect to its bid or to the contract.

H. Bonds:

The Purchasing Office does not require the successful bidder to furnish Performance Bond and a Payment Bond for this contract.

I. Collusion:

By submitting a bid in response to this Invitation for Bid, the Bidder represents that in the preparation and submission of this proposal, said Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person, Bidder or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

J. Compensation:

1. It is the County's policy not to pay for any goods or services until the same have been actually received.
2. Individual contractors shall provide the Purchasing Office their social security numbers and proprietorships, partnerships and corporations shall provide their federal employer identification numbers (Code of Virginia, Section 2.2-4354.2). This information shall be provided in the space indicated on the Bid Form.
3. The successful bidder shall submit a complete itemized invoice on each item or service, which is delivered under the contract. The successful bidder shall indicate the purchase order number on the front of each invoice and on the outside of each package or shipping container.
4. Cash discounts shall be deducted in accordance with the terms of the bid.
5. Payment shall be rendered to the successful bidder for satisfactory compliance with the general terms, conditions and specifications of this bid. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of such goods or services; or (ii) if such date is not established by contract, not more than forty-five days after goods or services are received or not more than forty-five days after the invoice is rendered, whichever is later (Code of Virginia, Section 2.2-4352).
6. Unless otherwise provided under the terms of the contract for the provisions of goods and services, if the County fails to pay by the payment date, the County agrees to pay the financial charge assessed by the successful bidder, which does not exceed one percent per month (Code of Virginia, Section 2.2-4354.4).

K. Contract Period:

1. The contract period shall be one year from March 1, 2012 through February 28, 2013.
2. The contract may be renewed for 4 additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's price.
3. The successful bidder should submit any proposed price changes and a report on the annual volume of business resulting from this contract to the Purchasing Office at least ninety (90) days prior to the contract renewal date.
4. The contract shall not exceed a maximum of five (5) years.

L. Controlling Law; Venue

This contract is made, entered into, and shall be performed in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this IFB, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

M. County License Requirement

If a business is located in the County, it is unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your bid. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

N. Default:

If the Successful Bidder is wholly responsible for failure to make delivery or complete implementation and installation, or if the system fails in any way to perform as specified herein, the County may consider the Successful Bidder to be in default. In the event of default, the County will provide the Successful Bidder with written notice of default, and the Successful Bidder will be provided twenty (20) calendar days to provide a plan to correct said default.

O. Drug-Free Workplace to be Maintained by the Contractor (Code of Virginia, Section 2.2-4312)

1. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, 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.

P. Employment Discrimination by Bidder Prohibited:

1. During the performance of this contract, the successful bidder agrees as follows (Code of Virginia, Section 2.2-4311):
 - (a) The successful bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 successful bidder. The successful bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting the provisions of this nondiscrimination clause.

- (b) The successful bidder, in all solicitations or advertisements for employees placed by or on behalf of the successful bidder, will state that such contractor is an equal opportunity employer.
 - (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The successful bidder shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Q. Employment of Unauthorized Aliens Prohibited

Any contract that results from this Invitation for Bid shall include the following language: "As required by Virginia Code §2.2-4311.1, the contractor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the federal Immigration Reform Act of 1986."

R. Environmental Management

Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations. Contractor is required to abide by the County of Henrico's Environmental Policy Statement which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Contractor shall be properly trained and have any necessary certifications to carry out environmental responsibilities. Contractor shall immediately communicate any environmental concerns or incidents to the appropriate County staff.

<http://randolph.co.henrico.va.us/genserv/forms/environmentalpolicy.pdf>

S. General:

- 1. Sealed bids in accordance with the conditions, specifications, and instructions below and on the attached sheets or drawings hereto, if any, will be received in person or via special courier service in the Purchasing Office, Department of General Services, North Run Office Park, 1590 East Parham Road, Henrico, Virginia 23228-2360 or through the regular mail by the U.S. Postal Service, P.O. Box 90775, Henrico, Virginia 23273-0775 until, but no later than the time and date specified in the Invitation to Bid.
- 2. In the solicitation or awarding of contracts, the County of Henrico shall not discriminate because of the race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment.
- 3. The County welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the County. The County of Henrico actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on the County's Internet site at <http://www.co.henrico.va.us/departments/genserv/purchasing/> and may be viewed under the Bids and Proposals link on the homepage.
- 4. If your company is not listed on the County's bidder mailing list, a vendor application is available on the County of Henrico website: <http://www.co.henrico.va.us/genserv>

T. Indemnification:

The successful Bidder agrees to indemnify, defend and hold harmless the County of Henrico, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the successful Bidder, provided that such liability is not attributable to the County's sole negligence.

U. Insurance:

The successful bidder shall maintain insurance to protect itself and the County of Henrico from claims for damages for personal injury, including death, and for damages to property, which may arise from operations under this contract. Such insurance shall conform to the enclosed County Insurance Specifications. (See Attachment C)

V. Modification of Bids:

1. A bid may be modified or withdrawn by the bidder anytime prior to the time and date set for the receipt of bids. The Bidder shall notify the Purchasing Office in writing of its intentions.
2. Modified and withdrawn bids may be resubmitted to the Purchasing Office up to the time and date set for the receipt of bids.
3. No bid can be withdrawn after the time set for the receipt of bids and for ninety (90) days thereafter except as provided under the withdrawal of bid due to error section.

W. Negotiation with the Lowest Bidder:

1. If all bids received exceed the available funds for the proposed purchase, the County, pursuant to County Code provisions, may meet with the lowest responsive and responsible bidder to discuss a reduction in the scope for the proposed purchase and negotiate a contract price within the available funds.
2. After bid negotiations, the lowest responsible bidder shall submit an addendum to its bid, which addendum shall include the change in scope for the proposed purchase, the reduction in price and the new contract value (County Code 16.36).
3. If the proposed addendum is acceptable to the County, the County may award a contract within funds available to the lowest responsible bidder based upon the amended bid proposal.
4. If the County and the lowest responsible bidder cannot negotiate a contract within available funds, all bids shall be rejected.

X. No Discrimination against Faith-Based Organizations:

Henrico County does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2-4343.1.

Y. Opening of Bids:

1. All bids received on time in the Purchasing Office shall be opened and publicly read aloud.

2. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County 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 (Code of Virginia, Section 2.2-4342C).
3. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records (Code of Virginia, Section 2.2-4342E).

Z. Product Evaluation/Testing:

1. The Purchasing Office shall have the option to evaluate and/or test any item offered in this Invitation to Bid prior to award of the contract. If the Purchasing Office elects to evaluate and/or test an item, the bidder shall provide all samples required for evaluation and/or testing at no charge within five (5) calendar days of the request by the Purchasing Office.

Samples shall be sent to:
Henrico County
Attn: Eileen Falcone
1590 East Parham Road
Henrico, Va. 23228

2. Upon the completion of the evaluation and/or testing by the Purchasing Office, the bidder shall be responsible for the pick-up/return freight of the samples. If return arrangements are not confirmed within seven (7) calendar days after notification from the Purchasing Office that samples are available for return, the Purchasing Office reserves the right to dispose of said samples.

AA. Record Retention/County Audits:

1. The successful bidder shall retain, during the performance of the contract and for a period of three years from the completion of the contract, all records pertaining to the successful bidder's bid and any contract awarded pursuant to this Invitation to Bid. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including successful bidder's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the successful bidder's normal working hours.
2. County personnel may perform in-progress and post-audits of the successful bidder's records as a result of a contract awarded pursuant to this Invitation to Bid. Files would be available on demand and without notice during normal working hours.

BB. Small, Women-Owned and Minority-Owned (SWAM) Business

The County welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the County. The County of Henrico actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Request for Proposals. All solicitations are posted on the County's Internet site at www.co.henrico.va.us and may be viewed under the Bids and Proposals link on the homepage

CC. Subcontracts:

No portion of the work shall be subcontracted without prior written consent of the County of Henrico, Virginia. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the contract.

DD. Submission of Bids:

1. All bidders shall use the enclosed Bid Form in submitting their bid prices. The Purchasing Office shall not accept oral bids or bids received by telephone, telecopier (FAX machine) or email for this bid.
2. All prices must be F.O.B. delivered to the point as indicated in this bid. The County will grant no allowance for boxing, crating, or delivery unless specifically provided for in this bid.
3. The Bid Form must be completed in blue or black ink or by typewriter. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
4. All erasures, insertions, additions, and other changes made by the bidder to the Bid Form shall be signed or initialed by the bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the bid, may be rejected by the Purchasing Office as being incomplete or nonresponsive.
5. The Bid Form must be signed in order to be considered. If the bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bidder must indicate the corporate title of the individual signing the bid.
6. The Bid Form, the bid security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. Any notation or notations on the exterior of the envelope purporting to alter, amend, modify, or revise the bid contained within the envelope shall be of no effect and shall be disregarded.
7. The envelope containing the bid should be sealed and marked in the lower left-hand corner with the bid request number, goods or services sought, hour and due date of the bid.
8. The time for the receipt of bids shall be determined by the time clock stamp in the Purchasing Office. Bidders are responsible for ensuring that their bids are stamped by Purchasing Office personnel by the deadline indicated.
9. All bids received in the Purchasing Office by the deadline indicated will be kept in a locked bid box until the time and date set for the opening of bids.
10. All late bids shall be returned unopened to the Bidder.

EE. Successful Bidder's Obligation to Pay Subcontractors:

1. The successful bidder awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to the successful bidder by the County for work performed by the successful bidder's subcontractor(s) under the contract (Code of Virginia, Section 2.2-4354):
 - (a) Pay the subcontractor(s) for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor(s) under the contract; or
 - (b) Notify the County and subcontractor(s), in writing, of their intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The successful bidder shall pay interest to the subcontractor(s) on all amounts owed by the successful bidder that remain unpaid after seven (7) days following receipt by the successful bidder of payment from the County for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed in subparagraph a (2) of this section. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
3. The successful bidder shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).
4. The successful bidder's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section may not be construed to be an obligation of the County. A contract modification may not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

FF. Taxes:

1. The County of Henrico is exempt from the payment of federal excise or state sales taxes on all tangible, personal property for its use or consumption except taxes paid on materials that will be installed by the bidder and become a part of real property.
2. If a bidder is bidding on materials that require installation by the bidder and become a part of real property, the applicable taxes shall be included in the lump sum bid price for the installation of the material and not as a separate charge for taxes. The taxes shall be an obligation of the successful bidder and not of the County, and the County shall be held harmless for same by the successful bidder.
3. The Purchasing Office will furnish a Tax Exemption Certificate (Form ST-12) upon request and if applicable to this contract.
4. When a bidder lists a separate tax charge on the Bid Form and the tax is not applicable to the purchase by the County, the bidder will be allowed to delete the tax from its bid.

GG. Termination of the Contract:

1. If the successful bidder should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the successful bidder's insolvency, or if the successful bidder should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to deliver the goods or services within the time specified, or if the bidder otherwise defaults, then the County may without prejudice to any other right or remedy, and after giving the successful bidder seven (7) calendar days written notice, terminate the

employment of the successful bidder and procure such goods or services from other sources. In such event, the successful bidder shall be liable to the County for any additional cost occasioned by such failure or other default.

2. In such cases, the successful bidder shall not be entitled to receive any further payment If the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the successful bidder shall pay the difference to the County.
3. Notwithstanding anything to the contrary contained in the contract between the County and the successful bidder, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving 30 days written notice to the successful bidder.

HH. Trade Secrets/Proprietary Information:

Trade secrets or proprietary information submitted by a Bidder in response to this Invitation for Bid shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia).

II. Use of Brand Names/Product Information:

1. Unless otherwise provided in the Invitation to Bid, 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 public body 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 (Code of Virginia, Section 2.2-4315).
2. If bidding other than specified, the bidder will clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the Bid Form to enable the Purchasing Office to determine if the product offered meets the requirements of the solicitation. Material Safety Data Sheets and descriptive literature will be provided with the Bid Form for each chemical and/or compound offered. Failure to do so may cause the bid to be considered nonresponsive and rejected.
3. It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The County's decision of approval or disapproval of a proposed alternate shall be final. Nothing herein is intended to exclude any responsible bidder, its product or service or in any way restrain or restrict competition.

JJ. Withdrawal of Bid Due to Error (Other than Construction):

1. A bidder may withdraw its bid from consideration if the price bid was substantially lower than the next low responsive bid due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

2. The bidder shall give written notice of their claim to withdraw their bid to the Purchasing Office within two business days after the conclusion of the bid opening procedure. (Code of Virginia, Section 2.2-4330). Such mistake shall be proved only from the original work papers, documents and materials delivered to the Purchasing Office with the bidder's written request to withdraw its bid.
3. The Purchasing Office will inspect the written evidence submitted by the bidder with the request and if the Purchasing Office can verify to its satisfaction and sole discretion that the mistake was a non-judgmental mistake, the bidder will be allowed to withdraw the bid.
4. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). (Code of Virginia, Section 2.2-4330C)
5. No bidder who is permitted to withdraw a bid 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 was submitted.
6. If a bid is withdrawn under authority of this section, the next lowest responsive and responsible bidder shall be deemed to be the low bidder.
7. If the Purchasing Office denies the withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

BID FORM

County of Henrico
 Department of General Services
 Purchasing Office
 North Run Office Park
 1590 East Parham Road
 P O Box 90775
 Henrico Virginia 23273-0775

I/We hereby propose to furnish and provide Landfill Disposal Services in accordance with Bid #11-9177-12EF general terms, conditions and specifications. The Bid Form must be completed in blue or black ink or by typewriter. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. My/Our prices are as follows:

PRICES QUOTE SHALL BE FOB DESTINATION

Quantities listed are estimates only; actual usage may vary during the contract period.

Bid will be awarded by Lot or by Total Bid Price; whichever is in the best interest of the County. Bidder must bid on all items within a lot to be considered

Lot 1-Depot East Location: 438 Dabbs House Road, Richmond, VA 23223

Load quantity x per load price = total price

<u>Description</u>	<u>Truck Size</u>	<u>Load Quantity</u>	<u>Per load Price</u>	<u>Total Price</u>
Stumps/brush	10 foot	100 loads		
Stumps/brush	16 foot	100 loads		
Dirt/soil, reinforced and non reinforced concrete, stone, gravel, asphalt	10 foot	900 loads		
Dirt/soil, reinforced and non reinforced concrete, stone, gravel, asphalt	16 foot	400 loads		
TOTAL BID PRICE Lot 1, Depot East Location				\$

Location and address of landfill or recycling center:

Distance in miles from Depot East location to landfill or recycling center: _____

Lot 2 – Depot West Location: 10431 Woodman Road, Glen Allen, VA 23060

<u>Description</u>	<u>Truck Size</u>	<u>Load Quantity</u>	<u>Per load Price</u>	<u>Total Price</u>
Stumps/brush	10 foot	100 loads		
Stumps/brush	16 foot	100 loads		
Dirt/soil, reinforced and non reinforced concrete, stone, gravel, asphalt	10 foot	900 loads		
Dirt/soil, reinforced and non reinforced concrete, stone, gravel, asphalt	16 foot	400 loads		
TOTAL BID PRICE Lot 2, Depot West Location				\$

Location and address of landfill or recycling center:

Distance in miles from Depot East location to landfill or recycling center: _____

Total Bid for Lot 1 and 2: \$ _____

PLEASE SUBMIT AN ORIGINAL AND 1 COPY OF YOUR BID RESPONSE

BID FORM

My/Our payment terms are:_____. If Bidder offers a cash discount for prompt payment, it will only be considered in determining the lowest responsible bidder if the bidder allows at least twenty (20) days for the prompt payment after the goods or services are received or after the invoice is rendered, whichever is later.

Under Section 2.2-4354.2, Code of Virginia, an individual contractor is required to furnish their social security number and a proprietorship, partnership and corporation is required to furnish their employer identification numbers to the County of Henrico. Please indicate this information on this Bid Form as follows:

Social Security Number:_____.

Federal Employer Identification Number:_____.

Indicate whether your business___is or___is not located in the County of Henrico, Virginia and if it is, have you obtained a County license to conduct or engage in the business, trade or occupation in the County of Henrico? ___ Yes. ___ No.

I/We acknowledge the receipt of:

Addendum No._____ Dated_____.

Addendum No._____ Dated_____.

**SUBMIT THIS FORM WITH BID
 BID SIGNATURE SHEET
 Page 1 of 2**

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid (“IFB”).

My signature also certifies that by submitting a bid in response to this IFB, the Offeror represents that in the preparation and submission of this bid, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
FED ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (print):
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:

PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX OR BOXES BELOW.

Please refer to definitions on Page 2 prior to completing. Check all that apply.

- MINORITY-OWNED BUSINESS** **SMALL BUSINESS** **WOMEN-OWNED BUSINESS**
 NONE OF THE ABOVE

If certified by the Virginia Minority Business Enterprise (DMBE), provide DMBE certification number and expiration date. _____ **NUMBER** _____ **DATE**

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? **YES** **NO**

BID SIGNATURE SHEET

Page 2 of 2

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

“Minority-owned business” means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens and both the management and daily business operations are controlled by one or more minority individuals.

As used in the definition of “*minority-owned business*,” “*minority individual*” means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. “*African American*” means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. “*Asian American*” means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. “*Hispanic American*” means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. “*Native American*” means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

“Small business” means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

“Women-owned business” means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

ATTACHMENT A

BIDDER'S DATA SHEET

References:

	Company Name	Address	Contact Person	Telephone Number
1.				
2.				
3.				
4.				
5.				

DO NOT USE HENRICO COUNTY AS A REFERENCE

Attachment B

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The bidder or offeror:

is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder/offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's/offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's/offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

ATTACHMENT C

Insurance Specifications

The Successful Bidder shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show the County of Henrico named as an additional insured for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Bests or a rating acceptable to the county. In addition, the insurer shall agree to give the County 30 days notice of its decision to cancel coverage.

Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee
\$100,000 for each Disease by employee
\$500,000 policy limit by Disease

Commercial General Liability Combined Single Limit –

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the successful bidder's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the successful bidder's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with the Excess/Umbrella Liability, must total \$1,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.