



COUNTY OF WASHINGTON, VIRGINIA

COUNTY GOVERNMENT CENTER
1 GOVERNMENT CENTER PLACE, SUITE A
ABINGDON, VIRGINIA 24210

TAMMY COPENHAVER, CPA,
DIRECTOR OF BUDGET & FINANCE

DEPARTMENT OF BUDGET & FINANCE

March 16, 2021

RE: Invitation for Bids for Brush Grinding Services at Washington County Closed Landfill

To whom it may concern:

The County of Washington, Virginia is currently accepting sealed bids from qualified Contractors for on-call brush grinding services at the Washington County Closed Landfill located at 27263 Porter Lane, Abingdon, Virginia 24211.

Sealed Bids must be received no later than: 3:00 p.m., March 30, 2021.

Bids must be made using the bid form provided by the County and directed to **Tammy Copenhaver, Director; Department of Budget & Finance; County Government Center; 1 Government Center Place, Suite A; Abingdon, Virginia 24210.** Two copies of the completed bid form, factory documentation of machine proposed in bid, and references must be submitted in a sealed envelope or package marked on the outside with the Contractor's name and address, and clearly marked: "**BID FOR BRUSH GRINDING SERVICES**". No faxed bids or electronic media responses will be accepted. Bids must be signed in ink by an official authorized to bind the Contractor. Bids received after the deadline, postmarks notwithstanding, shall be rejected. The County reserves the right to reject any or all bids.

The Invitation for Bids Packet, containing instructions and specifications, is attached for your use. Questions to clarify the terms of the Invitation should be submitted by email no later than five working days before the due date to tcopenhaver@washcova.com. The email inquiry should be identified with a subject line of: "**Questions Regarding Brush Grinding Services**".

Sincerely,

A handwritten signature in cursive script that reads "Tammy Copenhaver".

Tammy Copenhaver
Director of Department of Budget & Finance

Invitation for Bids
Brush Grinding Services at Washington County Closed Landfill

For posting and/or legal advertisement

INVITATION FOR BIDS
BRUSH GRINDING SERVICES AT WASHINGTON COUNTY CLOSED LANDFILL

The County of Washington, Virginia is currently accepting sealed bids from qualified Contractors for on-call brush grinding services at the Washington County Closed Landfill located at 27263 Porter Lane, Abingdon, Virginia 24211. An Invitation for Bids packet containing instructions, qualifications, and specifications may be obtained by contacting the Department of Budget & Finance at County Government Center; 1 Government Center Place, Suite A; Abingdon, Virginia 24210; or phone 276-525-1310.

Sealed bids will be accepted until 3:00 p.m., on March 30, 2021. Bids must be made using specified bid forms, and may be mailed or delivered to the address above for the Department of Budget & Finance. Bids received after the deadline, postmarks notwithstanding, shall be rejected. The County reserves the right to reject any and all bids.

**Invitation for Bids
Brush Grinding Services at Washington County Closed Landfill**

WASHINGTON COUNTY, VIRGINIA
GOVERNMENT CENTER BUILDING
1 GOVERNMENT CENTER PLACE, SUITE A
ABINGDON, VIRGINIA 24210

**Invitation for Bids
Brush Grinding Services at Washington County Closed Landfill**

March 16, 2021

**Sealed bids will be received until
3:00 P.M. ON MARCH 30, 2021**

BIDS ARE TO BE MAILED OR DELIVERED DIRECTLY TO

**Tammy Copenhaver, Director;
Department of Budget & Finance;
County Government Center;
1 Government Center Place, Suite A;
Abingdon, Virginia 24210**

Two copies of the Bid must be submitted using the specified Bid Form in a sealed package marked on the outside with the Bidder's name and address, and clearly marked:
"BID FOR BRUSH GRINDING SERVICES".

**Invitation for Bids
Brush Grinding Services at Washington County Closed Landfill**

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Invitation for Bids
Brush Grinding Services at Washington County Closed Landfill

I. PURPOSE

The County of Washington, Virginia is currently accepting sealed bids from qualified Contractors for on-call brush grinding services at the Washington County Closed Landfill located at 27263 Porter Lane, Abingdon, Virginia 24211. Any contract awarded pursuant to this Solicitation shall be for a term of 12 months, with optional renewal upon written agreement of both parties for up to four successive 12-month terms.

II. BACKGROUND

The County has traditionally provided a service for County residents to dispose of woody debris at the Washington County Closed Landfill (Site). In order to continue to provide woody debris collection and disposal service for County residents, the County is procuring a contract for brush grinding services.

III. INSTRUCTIONS TO BIDDERS: BID SUBMITTAL, QUESTIONS, AND AWARD

The following terms and conditions shall apply to this procurement.

- A. Submittal of bid. Two copies of (1) the completed bid form, (2) factory documentation for the machine that Bidder would use for grinding, and (3) references, using the form provided with this solicitation, may be submitted by regular mail delivery (U.S. or private delivery service) or hand-delivered to Tammy Copenhaver, Director; Department of Budget & Finance; County Government Center; 1 Government Center Place, Suite A; Abingdon, Virginia 24210. The County shall not accept bids by email transmittal.
- B. Deadline for County receipt. Bids must be received by the County no later than: 3 p.m. March 30, 2021 (Due Date). Bids received after the deadline, postmark notwithstanding, shall be rejected.
- C. Form of bid.
 - a. Bid must be made using the form provided with this Solicitation.
 - b. Bid must include references using the form provided with this Solicitation.
 - c. Two copies of the Bid must be submitted in a sealed envelope or package that is clearly marked with the Bidder's name and address and with: "Bid for Brush Grinding Services".
 - d. Bids must be signed in ink by an official authorized to bind the Bidder.
 - e. Bid must include complete factory documentation, including year, make, model and horsepower rating, for the machine proposed.

Invitation for Bids
Brush Grinding Services at Washington County Closed Landfill

- D. Rejection if bid in improper form. Bidder's failure to submit a bid on the bid form provided with this Solicitation and with all information required by this Solicitation shall be a cause for rejection of the bid. Modification of or additions to any portion of the bid form may be cause for rejection of the bid; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the County may, in its sole discretion, request that Bidder withdraw or modify non-responsive portions of a bid that do not affect quality, quantity, price, or delivery.
- E. Two options offered on the Bid Form in regard to disposal of ground material. Bidders are offered two options regarding disposition of the ground material that results from the grinding operation, and Bidders may bid on one or both options. The County will select either Option One or Option Two for award of the contract. Option One provides that the Contractor would leave the ground material on the County Site, and the County would retain ownership of the ground material. Option Two is presented in the interest of reducing the cost to the County for grinding service. It provides that the Bidder would take ownership of the ground material and remove it from the County Site. Under Option Two, Contractor may use, sell, or otherwise dispose of the ground material after its removal from the County Site. Bidder should bid on Option Two only if it has a viable market for the sale of the ground material that will result in a reduction in the hourly rate charged to the County for the grinding service.
- F. Questions, clarification of terms, and modification. Questions to clarify the terms of this Solicitation shall be submitted by email no later than five working days before the Due Date to tcopenhaver@washcova.com. The email must identify in the subject line: "Question Regarding Brush Grinding Services". There shall be no modification of the Solicitation except by written addendum issued by the County. Answers to all questions and any written addendum will be sent by email to all Bidders of whom the County is aware have interest in this Solicitation, posted on the County website, and posted on Virginia's eProcurement Portal (eVA.virginia.gov). Questions to clarify this Solicitation shall not be received or answered by telephone or in-person.
- G. Optional pre-bid meeting. Not applicable.

Invitation for Bids
Brush Grinding Services at Washington County Closed Landfill

- H. Inspection of job site. By submittal of a bid in response to this Solicitation, Bidder certifies that Bidder has inspected the job site and is aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the County. **The job site may be viewed during its regular operating hours: Monday through Saturday: 8 a.m. to 5 p.m.**
- I. Period allowed for County acceptance of bid. Any bid submitted in accordance with this solicitation shall be valid for 90 days after the bid submittal deadline. At the end of the 90-day period, the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
- J. Interview. Prior to making an award pursuant to this solicitation, the County reserves the right to require Bidder to interview with a County review committee to determine whether Bidder is fully qualified to provide the goods and services as set forth herein. The interview is intended to show that Bidder is fully qualified, that Bidder's services will be provided in a completely satisfactory manner, and that Bidder is competent to meet or exceed the performance specifications. Failure by a Bidder to comply promptly with a request for interview may result in its bid being rejected.
- K. Award. The contract will be awarded to the lowest responsive and responsible bidder that demonstrates the qualifications as required by this solicitation. The County reserves the right to conduct any tests it may deem advisable and to make all evaluations. The County reserves the right to reject any and all bids in whole or in part, to waive any informality, and to negotiate the bid price as permitted by Virginia Code § 2.2-4318 if the lowest responsive and responsible bid exceeds available funds. Failure of Bidder to execute a contract, provide certificate(s) of insurance, and, if required, file an acceptable performance security within 15 calendar days of the date of the approval for awarding of the contract as herein provided will be just and sufficient cause for the denial of the award.
- L. Applicable laws and courts. This solicitation and any resulting contract shall be governed in all respects by the law of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the court of appropriate jurisdiction in Washington County, Virginia. The Bidder shall comply with all applicable federal, state and local laws, rules and regulations. Claims against the County for damages shall proceed as required by Title 15.2, Chapter 12, Article 4 of the Code of Virginia (1950, as amended).

Invitation for Bids
Brush Grinding Services at Washington County Closed Landfill

- M. Ethics in public contracting. By submitting their bid, Bidder certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- N. Debarment status. By submitting their bid, Bidder certifies that they are not currently debarred by the Commonwealth of Virginia or County of Washington, Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Bidder further certifies that they are not debarred from filling any order or accepting any resulting order, and that they are not an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or County of Washington, Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- O. Investigation of qualifications of bidder. Bidder agrees to cooperate with such reasonable investigation as the County deems proper and necessary to determine the ability of Bidder to satisfy the terms of any contract that may be awarded pursuant to this Solicitation. Investigation may include inspection of Bidder's physical facilities prior to award to satisfy questions regarding Bidder's capabilities. Further, the County reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the County that such bidder is properly qualified to fulfill the obligations of the contract.
- P. Testing and inspection. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

Attachment 1 – Scope of Work & Specifications

Invitation for Bids – Brush Grinding

Page 1 of 2

The headings included in the Scope of Work & Specifications, below, are for general reference purposes only and shall have no effect on the interpretation of the Contract. Hereinafter in this attachment, “Contractor” shall refer to the Bidder that is awarded the contract from this solicitation.

A. SCOPE OF WORK

1. Grinding work to be performed. Contractor shall provide all labor and equipment for grinding of woody debris mainly consisting of brush, tree trimming and tree trunks no larger than 6 inches in diameter, stockpiled on the Site and placement of the ground material on a location specified by County on Site (Contract Services), as follows.
2. Disposal of ground material. The ground material will be disposed in accordance with the County’s award of contract in accordance with one of the following two options. Option One provides that the Contractor would leave the ground material on the County Site, and the County would retain ownership of the ground material. Option Two provides that the Bidder would take ownership of the ground material and remove it from the County Site. Under Option Two, Contractor may use, sell, or otherwise dispose of the ground material after its removal from the County Site.
3. Frequency of grinding operation. Contractor shall commence grinding activity within 30 days of the Effective Date of this Contract, or as otherwise agreed in writing (including, without limitation, email correspondence) between Contractor and the Director of the County Department of Solid Waste (Project Manager), and continue such grinding activity until the currently stockpiled debris is completely depleted, or until the Project Manager directs Contractor to cease grinding, whichever occurs first. Thereafter, Project Manager will contact Contractor when debris has accumulated in an estimated amount of no less than 500 tons, generally twice per year Spring and Fall. In case of extensive accumulation due to storm damage, additional visits may be requested by the County. Additional visits shall be billed at the same hourly rates as other grinding operations.
4. Timing of grinding operation. Contractor shall only grind between the hours of 7:00am and 5:00pm Monday through Saturday. Contractor shall move its equipment onto the site within thirty (30) calendar days of receiving such notice from County, or as otherwise agreed in writing (including, without limitation, email correspondence) between Contractor and Project Manager to commence Contract Services. Contractor shall continue Contract Services, without interruption, until the debris pile is removed to the satisfaction of the Project Manager, or until the Project Manager directs Contractor to cease grinding, whichever occurs first. Reasonable delays due to weather are deemed unavoidable interruption and no fault of Contractor.
5. Clean-up. Contractor shall be responsible for the clean-up of any spills or leaking materials, such as oil, hydraulic fluid, antifreeze or fuel, that occurs during operation, maintenance, or refueling of Contractor’s equipment.



Attachment 1 – Scope of Work & Specifications

Invitation for Bids – Brush Grinding

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B. SPECIFICATIONS

1. Contractor shall use a horizontal grinder capable of grinding tree branches 6 inches in diameters or less, leaves and small brush, and yard trimmings. Bidder shall submit factory documentation, including year, make, model and horsepower rating, for the machine proposed.
2. Contractor shall use a machine capable of operating on soft uneven surfaces for loading grinder and moving ground materials to stockpile area. The work area, at times, is extremely muddy, and County will not be responsible for damages to contractor's equipment nor will the County pay for down time.
3. The finished product shall be no greater than 3-inches in length.
4. Hourly rate shall be paid from the machine's hour meter. All machines shall have working hour meters. A daily log shall be kept with starting meter reading and ending reading for each day Contractor is performing services.
5. The intent of these specifications is to set forth and convey to prospective Contractors the minimum standards and the general style, type, character and quality of the article desired. Any deviation from these specifications shall be clearly noted along with sufficient information to allow the County to evaluate the exceptions.



Attachment 2 – SPECIAL TERMS AND CONDITIONS

Invitation for Bids for Brush Grinding Services

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By submitting a bid in response to this solicitation, Bidder agrees to the following terms and conditions that shall be included in any contract formed as a result of this solicitation unless specifically stated otherwise in such contract. The headings included in the Special Terms and Conditions, below, are for general reference purposes only and shall have no effect on the interpretation of the Contract. Hereinafter in this attachment, “Contractor” shall refer to the Bidder that is awarded the contract from this solicitation.

Special Terms & Conditions

- A. Term of Contract. Any contract awarded pursuant to this Solicitation shall be for a term of 12 months, with optional renewal upon written agreement of both parties for up to four successive 12-month terms.
- B. Damages to Contractor’s Equipment. The County shall not be responsible for damages to Contractor’s equipment from tramp metal, concrete, or other materials within the brush pile.
- C. Down-time. The County shall not pay an hourly rate for time that equipment is on site but not working due to weather, damaged equipment, or other reasons.



Attachment 3 – GENERAL TERMS AND CONDITIONS

Invitation for Bids for Brush Grinding Services

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By submitting a bid in response to this solicitation, Bidder agrees to the following terms and conditions that shall be included in any contract formed as a result of this solicitation unless specifically revised or deleted by provisions stated in the Special Terms and Conditions negotiated in such contract. The headings included in the General Terms and Conditions, below, are for general reference purposes only and shall have no effect on the interpretation of the Contract. Hereinafter in this attachment, “Contractor” shall refer to the Bidder that is awarded the contract from this solicitation.

General Terms and Conditions

Payment

1. Form of payment. All invoices shall be directed to the payment address shown on the purchase order/contract. All invoices shall show the County purchase order number and the Contractor’s federal employer identification number.
2. Timing of payment. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after the invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.

Tax exemptions

3. Tax exemption. The County is exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request.
4. Direct purchase. County reserves the option to enter into “direct purchase” agreements for purchase of all or a portion of tangible personal property necessary for the completion of construction projects undertaken for the benefit of the County and thereby to save the amount of sales tax thereon by virtue of the County’s status as a tax-exempt political subdivision of the Commonwealth, exempt from sales and use taxation pursuant to Virginia Code §§ 58.1-609(4) and -610(B).

Contractor Qualifications & Performance

5. Contractor licensure. Not applicable.
6. Independent contractor. The selected contractor is an independent contractor and shall not be deemed the agent of the County of Washington for any purpose whatsoever. No contractor’s employee or sub-contractor shall hold himself out as an employee of the County of Washington and none shall have power or authority to bind or obligate the County of Washington in any manner. Contractor shall be liable for and pay all taxes required by local, state, or federal governments or any other taxes and permits required by law. Contractor



Attachment 3 – GENERAL TERMS AND CONDITIONS

Invitation for Bids for Brush Grinding Services

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- shall adhere to any and all regulations and stipulations governing the operation and work of such contractor for the duration of this contract. The County of Washington shall in no manner be held liable for the Contractor's disregard for required work related regulations.
7. No subcontract or assignment. No portion of the work to be performed pursuant to this Contract shall be subcontracted or assigned without the written consent of the County.
 8. Contract performance. Contractor shall perform all work pursuant to this Contract in accordance with manufacturers' instructions, construction industry standards, and in a workmanlike manner.
 9. Asbestos. Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presences of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the County and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
 10. Repair of damage. Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the Contractor's expense.
 11. Final Inspection. Upon completion of all contract requirements, Contractor shall demonstrate to the County Project Manager that the project is fully operational and in compliance with contract specifications. The County reserves the right to conduct any test/inspection it may deem advisable to assure materials and services conform to the specifications. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to County's final acceptance of the work. Alternatively, at the County's sole discretion, the County may direct in writing that the County does not require replacement or correction, and an equitable adjustment to the contract price may be negotiated.
 12. Record retention and audit. Contractor shall retain all books, records, and other documents relative to this contract for 5 years after final payment, or until audited by the County or its authorized agent, whichever is sooner.
 13. Indemnification. The Contractor shall indemnify and hold harmless the County against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of



Attachment 3 – GENERAL TERMS AND CONDITIONS

Invitation for Bids for Brush Grinding Services

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property resulting from or in any manner arising out of or in connection with the project and the performance of the work under this contract.

14. Insurance requirement. Contractor shall maintain insurance to meet the minimum requirements specified below, including contractual liability as stated in these General Terms and Conditions. Within 15 calendar days of award of the contract, Contractor shall deliver to the County a Certificate of Insurance from carriers acceptable to the County specifying such limits. The Certificate shall show the County of Washington named as an additional insured for the Comprehensive General Liability. In addition, Contractor or its insurer shall give the County 30 days advance notice of its decision to cancel coverage, which shall be grounds for County termination of contract. Liability Insurance Coverage requirements:

- 1. Worker’s Compensation and Employer’s Liability
 - Coverage A - Statutory Requirements
 - Coverage B - \$100,000 Per Occurrence
 - Coverage C - \$100,000/\$100,000 Accident and/or Disease
 - All States Endorsement

 - 2. Automobile Liability, including Owned, Non-Owned, and Hired Car Coverage
 - Limits of Liability
 - Combined Single Limit \$1,000,000

 - 3. Comprehensive General Liability Limits of Liability:
 - Per Occurrence \$1,000,000
 - In Aggregate \$2,000,000
- Including:
- A. Completed Operations/Products
 - B. Contractual Liability for Specified Agreement
 - C. Personal Injury and Advertising Injury
 - D. Bodily Injury and Broad Form Property Damage

15. Insurance discretion of County. If the insurance coverage and limits stated herein cannot be provided, the County Director of Department of Budget and Finance, in such Director’s sole discretion, may approve such other insurance coverage or limits that the County Director of Department of Budget and Finance deems acceptable.



Attachment 3 – GENERAL TERMS AND CONDITIONS

Invitation for Bids for Brush Grinding Services

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County constitutional limitation

16. Constitutional limitation. The County obligations pursuant to this Contract are moral obligations subject to the limitations of the constitution and law of the Commonwealth of Virginia, subject to annual appropriation by the Board, and non-appropriation shall not constitute grounds for recovery against the County or Authority. The covenants of the County as stated herein shall not be interpreted to establish any pledge, security interest, lien, or other encumbrance of the full faith and credit or property of the County. State law and constitution prohibit Washington County from expenditure of funds unless appropriated by the Washington County Board of Supervisors and from obligating funds beyond the current fiscal year (July 1 – June 30). Therefore, notwithstanding any provision in this contract to the contrary, if the Washington County Board of Supervisors does not appropriate funds for the continuance of this contract in any future fiscal year, this contract and all obligations hereunder shall automatically terminate upon depletion of the currently appropriated funds, without penalty to the County.

Contract

17. Non-waiver of rights. No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by the County to act on or to assert any right hereunder does not constitute a waiver of such right.
18. Binding effect. This Contract shall be binding upon all heirs, successors, and/or assigns to any of the parties to this Contract, subject to limitations of law for the County as stated herein.
19. Modification and assignment. This Contract may be modified or assigned only by written agreement signed by all parties hereto.
20. Change orders. Any change in the scope of work to be performed, materials to be used, price of project, schedule for completion, or other aspect of performance of the contract shall require a written modification of the contract, which shall be called a Change Order. Unless it is not feasible to do so, Change Orders shall be prepared using the County-provided form for Change Orders. BEFORE proceeding with any additional work or variations in specified materials, Contractor shall obtain a written Change Order signed by both parties to the contract or, at minimum, email authorization from the County. The only persons authorized to sign a Change Order on behalf of the County or to provide email authorization for a Change Order shall be the Project Manager as specified in the Contract and the County Administrator. The County shall not pay any additional expense incurred by Contractor based on an oral-only



Attachment 3 – GENERAL TERMS AND CONDITIONS

Invitation for Bids for Brush Grinding Services

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change agreement. The Change Order shall be come effective only after it has been signed on behalf of both parties to the Contract by the authorized representatives, or if authorized by email, clearly transmitted by emails between such authorized representatives that address all matters that are covered by the Change Order form and that communicate both parties' agreement. Both parties to the contract agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order.

21. Sovereign immunity. Nothing in this Contract shall be construed as an express or implied waiver of the County's sovereign or Eleventh Amendment immunity, as a political subdivision of the Commonwealth.
22. Governing laws. This Contract shall be governed by the laws of the Commonwealth of Virginia. In the event of dispute, the affected party shall provide written notice of dispute to all other parties. The parties shall make all reasonable efforts to resolve differences by negotiation. However, in the event that a resolution by negotiation is not reached within a reasonable time, the parties may proceed to mediation or litigation.
23. Litigation venue. Venue for litigation shall be in the Circuit Court of the County of Washington, Virginia. All parties to this Contract have standing to enforce any covenants, terms, provisions, and contracts set forth herein.
24. Complete agreement. This Contract sets forth all of the promises, contracts, conditions, and understandings between the parties respecting the subject matter hereof and supersedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and contracts between parties concerning such subject matter.
25. Severance clause. If any provision of this Contract shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable to any extent, the remainder of this Contract shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Counterparts and electronic signature. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures or signed copies sent by portable document format (PDF) shall be deemed originals.

Disputes, failure to perform, termination

27. Failure to deliver. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and



Attachment 3 – GENERAL TERMS AND CONDITIONS

Invitation for Bids for Brush Grinding Services

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administrative costs. This remedy shall be in addition to any other remedies which the County may have.

28. Termination of contract:

- a. County or Contractor may terminate this Contract for convenience upon giving the other party thirty (30) calendar days prior written notice. County shall within thirty (30) calendar days after the date of termination pay Contractor for all services rendered and all costs incurred up to the date of termination in accordance with the applicable fee schedule.
- b. County may terminate the Contract for cause subject to the following provisions. Prior to termination of the contract, the County shall give Contractor ten (10) calendar days prior written notice, during which Contractor may rectify the cause of the termination. County may postpone the effective date of the termination, at its sole discretion. If rectified to the satisfaction of the County within said ten (10) days or such other time as allowed by County, County may rescind the notice of termination. If it does not, then the County may immediately terminate the contract for cause by giving written notice to the Contractor.
- c. Written notice of termination, whether initial or given after a period of postponement, may be served upon the contractor by U.S. mail or any other means at Contractor's last known place of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) business days, by posting the notice at the job site. Contractor's failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

29. Termination for cause. Without limitation, the following are bases for termination for cause, County may terminate the contract in the event Contractor fails to remain in compliance with applicable requirements for permitting, insurance, registration to do business in the Commonwealth of Virginia for the purposes required by the contract.

30. Termination for bankruptcy or acquisition by third party. The County may terminate the Contract if Contractor files for bankruptcy protection or is acquired by an independent third party. Contractor must disclose to the County any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes the County to immediately terminate the Contract.

31. Immediate termination. In the event of Contractor conduct that exhibits reckless disregard



Attachment 3 – GENERAL TERMS AND CONDITIONS

Invitation for Bids for Brush Grinding Services

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for the consequences of its conduct and its performance of services pursuant to this Contract, County, at its sole discretion, may immediately terminate the Contract upon written notice to Contractor. Additionally, in the event of voluntary or involuntary action that results in either the Contractor coming under the jurisdiction of federal bankruptcy court or assignment to a receivership, the County shall have sole discretion to terminate this contract immediately.

Compliance with laws

32. No illegal aliens. Contractors certify that they do not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
33. Drug-free workplace.
- a. Contractor acknowledges and certifies that it understands that the following acts by Contractor, its employees, and/or agents performing services on County property are prohibited: (i) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and (ii) Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
 - b. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the County in addition to any criminal penalties that may result from the conduct.
34. Federal laws. Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964 (as amended), the Americans With Disabilities Act (as amended), the Virginia Human Rights Act, and the Virginians with Disabilities 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.

In every contract over \$10,000.00, the contractor agrees as follows:

- a. Contractor shall 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



Attachment 3 – GENERAL TERMS AND CONDITIONS

Invitation for Bids for Brush Grinding Services

Page 8 of 8

- is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
 - e. The requirements of this section are a material part of the contract. If the contractor violates one of these provisions, the County may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from contracting regardless of whether the specific contract is terminated.



Attachment 4 – Bid Form

Bid for Brush Grinding Services

Page 1 of 3

ALL BIDS MUST BE SUBMITTED ON THIS BID FORM.

The undersigned, as Bidder, hereby declares that the only person or persons interested in this bid as principal or principals is or are named herein and that no other person or firm herein mentioned has any interest in this bid; that this is made without connection with any other person or company or parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud.

Bidder further declares that they have examined the specifications of the materials and services and informed themselves fully in regard to all the conditions pertaining to the materials and services; that they have examined the specifications relative thereto, and have read all special provisions furnished prior to the submittal of the bid; that they have satisfied themselves relative to the materials and service to be provided.

Bidder agrees, if this bid is accepted, to furnish all necessary materials and services in accordance with this bid necessary to complete the Contract In full and complete accordance with the shown, noted, described and reasonably implied requirements of the Invitation for Bid attached hereto to the full and entire satisfaction of Washington County, with the definite understanding that no money will be allowed for extra work except as set forth in the attached Invitation for Bid and any contract that may result from such submitted Bid. The statement on this cover sheet shall apply to each element of each bid submitted to the County.

AGREED, _____
(Signature of Authorized Person)

Signatory's Name (Printed): _____

BIDDER'S NAME (Business Entity): _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

VA STATE CORPORATION COMMISSION IDENTIFICATION NUMBER, IF ANY: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER: _____



Attachment 4 – Bid Form

Bid for Brush Grinding Services

Page 2 of 3

OPTION ONE

Bidder may bid on one or both options.

Bids will only be accepted where pricing is submitted on this bid form and all requested information is provided. Bid must include complete factory documentation, including year, make, model and horsepower rating, for the grinder machine to be used for performance of the contract.

Bid

Your bid should include the cost for all labor and materials to complete the work in accordance with the Specifications and the Option identified on this page.

Contractor shall grind on hourly rate, and County retains ownership of ground materials.

Hourly Rate for Loading Equipment and Grinder: \$ _____

Mobilization Fee: \$ _____

Equipment description

Grinder: Year, Make and Model: _____

Have you attached Grinder machine specification documentation? Yes ____ No ____
Bid must include complete factory documentation, including year, make, model and horsepower rating, for the grinder machine to be used for performance of the contract.

Loading Equipment: Year, Make and Model: _____

Is your loading equipment on tracks? Yes ____ No ____

Is your loading equipment on rubber tires? Yes ____ No ____

Deviations

List, describe, and explain any deviations or exceptions to the specifications and requirements of this solicitation to bid:



Attachment 4 – Bid Form

Bid for Brush Grinding Services

Page 3 of 3

OPTION TWO

Bidder may bid on one or both options.

Bids will only be accepted where pricing is submitted on this bid form and all requested information is provided. Bid must include complete factory documentation, including year, make, model and horsepower rating, for the grinder machine to be used for performance of the contract.

Bid

Your bid should include the cost for all labor and materials to complete the work in accordance with the Specifications and the Option identified on this page.

Option Two is presented in the interest of reducing the cost to the County for grinding service. Bidder should bid on Option Two only if it has a viable market for the sale of the ground material that will result in a reduction in the hourly rate charged to the County for the grinding service.

Contractor shall grind on hourly rate; Contractor takes ownership of ground material; and Contractor removes ground materials from County property.

Hourly Rate for Loading Equipment and Grinder: \$_____

Mobilization Fee: \$_____

Equipment description

Grinder: Year, Make and Model: _____

Have you attached Grinder machine specification documentation? Yes ___ No ___

Bid must include complete factory documentation, including year, make, model and horsepower rating, for the grinder machine to be used for performance of the contract.

Loading Equipment: Year, Make and Model: _____

Is your loading equipment on tracks? Yes ___ No ___

Is your loading equipment on rubber tires? Yes ___ No ___

Deviations

List, describe, and explain any deviations or exceptions to the specifications and requirements of this solicitation to bid:



Attachment 5 – REFERENCES

Invitation for Bids for Brush Grinding

Page 1 of 1

References for _____

Name of Bidder

Bidder shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, name of the contact person, email address and telephone number.

- 1. ORGANIZATION _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
TELEPHONE NO. (____)_____ Email address: _____

- 2. ORGANIZATION _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
TELEPHONE NO. (____)_____ Email address: _____

- 3. ORGANIZATION _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
TELEPHONE NO. (____)_____ Email address: _____

This form is required to be submitted to be considered a Qualified Bidder for this solicitation.

