

# INVITATION FOR BIDS (IFB)



Issue Date: September 11, 2024

IFB# 2025-IFB-1010162

Title: Litter and Debris removal services

Issuing Agency: County of Albemarle  
Office of Procurement  
401 McIntire Road, Room 248  
Charlottesville, VA 22902

Period of Contract: One (1) year from the date of contract award with three (3) additional, optional one (1) year renewals, at the discretion of Albemarle County.

Sealed bids will be received until 2:00 p.m. ET on Wednesday, October 16, 2025 for furnishing the goods/services described herein and then opened in public. **No telephoned, faxed, or emailed bids will be considered.**

All inquiries for information should be submitted in writing and be directed to: Chris Beahm, [cbeahm@albemarle.org](mailto:cbeahm@albemarle.org)

The face of the envelope or shipping container shall be clearly marked in the lower left-hand corner as follows:

IFB#:	2025-IFB-1010162
TITLE:	Litter and Debris removal services
BID DUE:	Wednesday, October 16, 2025, at 2:00 p.m. ET

**BIDS SHALL BE SHIPPED/MAILED, OR HAND DELIVERED TO ISSUING AGENCY SHOWN ABOVE.** A secure lockbox is available, at the exterior Visitors Entrance of the Issuing Agency, labeled *Vendor/Contractor Bids or Proposals Only*. Bids may be placed in this box, prior to the established due date and time for each solicitation, or may be shipped//mailed, or hand delivered directly to the issuing agency shown above.

**PREBID CONFERENCE:** An optional pre-bid meeting will be held on Wednesday October 25, 2024, at 10:00 AM at the following link: [Pre-Bid Meeting Litter and Debris Removal Services](#)

In compliance with this invitation for bids and to all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services at the price(s) indicated herein.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Zip Code: \_\_\_\_\_

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature In Ink)

Telephone Number: ( ) \_\_\_\_\_

Name: \_\_\_\_\_

Fax Number: ( ) \_\_\_\_\_

(Please Print)

E-mail Address: \_\_\_\_\_

Title: \_\_\_\_\_

Virginia Contractor License No. \_\_\_\_\_

**I have the authority to bind the corporation.**

Class: \_\_\_\_\_ Specialty Codes: \_\_\_\_\_

SMALL, WOMAN, MINORITY AND SERVICE-DISABLED VETERAN-OWNED BUSINESS:  YES;  NO  
*IF YES =>=>  SMALL;  WOMAN;  MINORITY;  SERVICE-DISABLED VETERAN-OWNED* ***This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.***

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- I. **PURPOSE:** The County of Albemarle (herein referred to as “Albemarle County”) is soliciting bids from qualified firms to provide litter and debris removal services from primary and secondary roadways and right of ways throughout Albemarle County.
- II. **BACKGROUND:** Maintaining clean and safe roadways is essential for public health, environmental protection, and enhancing the overall aesthetic of the community. Litter and debris accumulation on primary and secondary roadways, as well as adjacent right-of-ways, poses hazards to motorists and pedestrians, obstructs drainage systems, and negatively impacts the visual appeal of the area. To address these concerns, Albemarle County seeks to procure services for regular litter and debris removal, ensuring that roadways and surrounding areas remain clear and well-maintained.
- III. **PROCUREMENT SCHEDULE AND TERM OF ANTICIPATED CONTRACT:** The term of service is one (1) year from the contract execution date, with the option to renew up to three (3) additional one-year contracts. The option to renew is the sole prerogative of Albemarle County.
- IV. **COMPETITION INTENDED:** It is the County’s intent that this Invitation for Bid (IFB) permits competition. It shall be the Bidder’s responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source, or otherwise restrict competition. All comments, questions, or requests for clarification, including any notification regarding restrictions to competition, must be received by the Purchasing Agent not later than seven (7) days prior to the date set for bids to close. Bidders may not rely on any oral explanations, clarifications, or changes to the solicitation. All explanations, clarifications, or changes will be issued in written form as detailed below. The [County] or {School Board} will not be bound by any oral statements.

All inquiries and any changes to the requirements of this solicitation shall be answered by issue of written addenda to the solicitation. It shall be the responsibility of the Bidder to acknowledge all addenda by signing and returning a copy of all addenda with the bid submission or by separate acknowledgement of each addendum by number and date, in writing. Bidders are advised to contact this office to confirm the number of addenda five (5) days before the date established for bid opening. All addenda will be issued by not later than five (5) days prior to bid opening.

V. **SCOPE OF WORK/SPECIFICATIONS:**

- A. **SCOPE OF WORK:** The Contractor shall provide all necessary labor, supervision, equipment, tools, supplies, fuel, traffic control, and incidentals to remove and legally dispose of all litter and debris from primary and secondary roadways and right of ways throughout Albemarle County.

For the purpose of this solicitation litter and debris are defined as anything that is not a natural part of the roadway or right- of-way, such as tree limbs, tires, small dead animals, trash, and temporary signage. Any litter and debris on a roadway shall be removed from the roadway onto the right-of-way fence or ditch for collection. This area shall include, but is not limited to medians, ramps, loops, infield areas and slopes. Contractor shall also remove all litter, grass, leaves and vegetative debris accumulated at stormwater drop inlets and drainage grates.

The Contractor shall be able to provide a minimum of three (3) crews consisting of a minimum of two (2) members each capable of working simultaneously.

- B. **SPECIFICATIONS & STANDARDS:** All work shall be performed as assigned by the Albemarle County Contract Administrator or designee. Contractor shall ensure that all work be performed in accordance with the current version of the Manual on Uniform Control Devices (MUTCD). All traffic control services shall conform to the current version of the Manual on Uniform Traffic Control Device Standards (MUTCD) and the Virginia Work Area Protection Manual (VWAPM).

C. **WORK REQUIREMENTS:**

- 1. Contractor shall remove debris and litter on primary roads from the roadway, ramps, loops, infield areas, shoulders, and slopes to the right-of-way border (fence line, ditch, or utility pole), when specified by the Contract Administrator or designee.
- 2. Litter Pickup Routes: A list of Litter Pickup Routes, broken down by roads is shown in Attachment A. This list includes the centerline mileage for each route where litter removal shall be performed.

3. Litter Pickup Cycles: A litter pickup cycle is defined as completing litter and debris pickup on all routes specified. After notification to begin work by the Contract Administrator, the contractor shall complete a litter pick up cycle within thirty (30) days.
  - a. Contractor shall complete litter and debris pickup cycles during the months indicated in Attachment A: Litter Pickup Routes as determined and assigned by the Albemarle County Contract Administrator or designee.
4. The Contractor shall provide a continuous operation with sufficient personnel and equipment to complete litter and debris pickup on all routes indicated, within the designated timeframe of thirty (30) days per cycle.
5. Centerline Miles: The centerline mile includes the entire roadway and right of way areas in both directions including but not limited to medians, ramps, loops, infield areas, and slopes.
6. Roadway Right of Way: If the roadway right of way border is not clearly defined by a fence line, ditch or utility pole, the right of way border shall be approximately twenty-five (25) feet from the center of the roadway unless otherwise specified by the Contract Administrator or designee.
7. Litter Removal: All litter and debris collected by the Contractor shall be contained immediately in plastic bags, removed from the travel portions of roadways, ramps and shoulders. Contractor shall provide all plastic trash container bags needed for all litter and debris pickup.
8. Large Debris: Contractor shall contact the Albemarle County Contract Administrator or designee if large pieces of concrete, appliances or any large debris that cannot be easily moved or disposed of is located. Albemarle County will coordinate to remove these items.
9. Hazardous Substances: Contractor shall immediately notify the Albemarle County Contract Administrator or designee if any hazardous, dangerous, or suspect materials are encountered. The Contractor shall not attempt to remove these materials.
10. Animal Carcasses: The Contractor shall pick up and dispose of small animals under fifty (50) pounds, including but not limited to, dogs, cats, raccoons, and squirrels under the contract. The Contractor shall report any animal carcass over fifty (50) pounds to the Albemarle County Contract Administrator or designee for removal by VDOT. The Contractor shall dispose of any animal carcass at the landfill prior to the end of that workday.
11. Valuables: If the Contractor finds any items of value including but not limited to wallets, credit cards, or jewelry, they shall be turned in daily to the Albemarle County Contract Administrator or designee.
12. Disposal: Contractor shall legally dispose of all litter and debris at an approved landfill in compliance with all county state and federal laws and regulations.

D. TRAFFIC CONTROL:

1. The Contractor shall meet all Work Zone Traffic Control Training Requirements, per the VWAPM. The contractor shall provide at least one (1) employee who, at a minimum, is certified by VDOT in Basic Work Zone Traffic Control for activities involving the installation, maintenance and removal of work zone traffic control devices. In addition, the contractor shall provide an employee who is certified by VDOT in Intermediate Work Zone Traffic Control to provide supervision during those times when work zone adjustments or changes to standard traffic control installations, as shown in the latest edition of the Virginia Work Area Protection Manual are needed due to field conditions. These persons must have their verification card with them while on the project site. If proof of verification cannot be provided by the contractor at any time, the operation may be suspended, or the contractor may be deemed in default in accordance with the General Terms and Conditions.
2. The Contractor shall provide all traffic control signs as required for work operations. All traffic control shall be performed in accordance with the current versions of the Manual on Uniform Traffic Control Devices (MUTCD) and the Virginia Work Area Protection Manual (VWAPM).

3. Signage: It shall be the responsibility of the Contractor to transport, properly set up, and breakdown all traffic control devices. The Contractor shall install and maintain signs in accordance with the current versions of the VWAPM and MUTCD, as revised or amended.
4. Traffic control signs and layouts shall be in place prior to the performance of any work. Signage shall be removed at the end of each workday or when moving to a new location.
5. Warning Vehicles: When required by the current version of the VWAPM, the Contractor shall provide traffic control advance warning vehicles, including the appropriate signs and spring-loaded type sign stands meeting NHRP 350 requirements and capable of holding a 48" sign.

Contractor equipment's warning lights shall meet the requirements referenced in the current version of the Virginia Work Protection Manual. Vehicles that do not meet these requirements will not be allowed to be utilized in conjunction with this contract.

6. The Contractor shall provide a sufficient amount of vehicles and signage for each route when working multiple routes simultaneously.

E. DISPOSAL:

1. Contractor shall remove all collected, contained bagged litter and debris from the roadways, ramps, and shoulders at the completion of the assigned route or by end of each day, whichever occurs first.
2. Transport: All collected litter will be transported to the landfill/disposal site as required based on the amount of litter and debris collected. Contractor shall not leave any collected or bagged litter or debris on the roadway or right of way overnight.
3. The Contractor shall be responsible for adequately securing all equipment and collected litter and debris on their vehicles when in transit to and returning from a work assignment.
4. Disposal Site: The Contractor is responsible for all costs associated with disposal.
5. Landfill Penalties: The Contractor shall pay any charges or penalties for improper or unsafe use of landfill that are due to the fault or negligence of the Contractor.

F. EQUIPMENT REQUIREMENTS:

1. Contractor's vehicles shall be equipped with rotating, flashing amber lights in compliance with the Virginia Work Area Protection Manual (VWAPM).
2. Fueled and Ready: The contractor, at his own expense, shall have equipment fueled and ready to begin operations prior to reporting to the work site. The Contractor shall also provide any accessories necessary to operate the needed equipment efficiently. This shall include, but is not limited to, all hand tools and safety supplies.
2. Equipment Breakdown: The Contractor shall ensure that all vehicles and equipment are properly maintained in good repair and operating condition. If the Contractor's equipment breaks down causing delay in services, Albemarle County will not be liable for any Contractor vehicle or equipment that is missing, stolen, or damaged while parked on the right of way or at an Albemarle County facility.
3. All contractor vehicles shall have a current inspection and registration from the State where the vehicle is registered and must be properly insured in accordance with that State's requirements. Contractor's equipment and operators shall be in compliance with all applicable DMV and State and Federal regulations regarding the conditions and operations of the requested vehicles. The name of the company shall be displayed on both sides of all work vehicles while performing work under this contract. The contractor shall be responsible for having secured all equipment and materials on their vehicles when in transit to and returning from a work assignment.

## G. PERSONNEL REQUIREMENTS

1. Crews: The Contractor shall be able to provide a minimum of three (3) crews capable of working simultaneously. Multiple crews may be required to work simultaneously to complete all routes within the thirty (30) day cycle.
2. Crew Leader: Each litter removal crew shall have a foreman capable of communicating (both verbally and in writing) and comprehending the English language. The foreman shall be capable of communicating instructions to members of the Contractor's crew. The foreman shall be equipped with a cellular telephone at all times, which shall be capable of operating throughout the area covered under this contract, and be able to communicate effectively with the Contract Administrator. The phone number shall be provided to Albemarle County prior to the commencement of work. The foreman shall be with the Contractor's crew or be within 10 minutes of the litter removal operations location. Contractor contacts shall be listed in Attachment I, Normal and Emergency Contacts.
3. The Contractor's Crew Leader shall have the authority to take immediate corrective action under conditions determined by Albemarle County to be unsafe, or otherwise not in accordance with the terms of the contract.
4. Protection of Persons and Property: The Contractor shall take every precaution at all times for the protection of persons which may come on the work site or be affected by the Contractor's operation. The Contractor shall take every precaution to continuously maintain adequate protection of all their work from damage and shall protect Albemarle County and all adjacent property from damage, injury or loss arising in connection with this Contract.
5. Contractor's Personnel: The Contractor's and Subcontractor's personnel shall at all times communicate with Albemarle County & VDOT personnel, the traveling public, landowners and citizens in a courteous and respectful manner. The Contractor's personnel must refer all questions concerning work planned, performed or promised to the Albemarle County Contract Administrator or designee.
6. Employee Safety: The Contractor shall have in effect a safety program meeting Federal and Virginia Occupational Safety and Health regulations. The Contractor's employees shall abide by the contractor program and all applicable occupational health and safety regulations. Albemarle County reserves the right to request employee training records at any time during the contract period.
7. Satisfaction: All work shall be performed according to the standards of the industry and to the complete satisfaction of the Albemarle County Contract Administrator.
8. Coordination with Albemarle County: Each day during pickup the Contractor's Crew Leader shall advise Albemarle County of the status of work being done and the details of that work. The Crew Leader shall coordinate directly with the Albemarle County Contract Administrator or designee.

## I. COMMUNICATIONS:

1. Cellular Phone: The Contractor shall ensure that at least one member of each crew shall have a working cellular telephone with sufficient coverage to reach any Albemarle County staff member or other Contractor crews working within the Albemarle County area.
2. Contact Information: The Contractor shall provide complete contact information for Emergency and After-Hours communications by the completion of Attachment I, Contact Information and Phone Numbers. This shall include both a primary and secondary designation and shall include valid phone numbers and e-mail addresses. This information shall be updated with each subsequent change in Crew Leaders or coverage assignment. Notification shall be given to Albemarle County of such changes within two (2) workdays of the change.

## J. HOURS OF WORK AND WORK SCHEDULES:

1. Summer Cycle Hours of Work: Normal workday shall begin at 7:00AM or as determined by the Contract Administrator or designee. All work shall be performed during daylight hours, unless otherwise approved in writing by the Contract Administrator or designee. Workdays shall be Monday thru Friday in the summer cycle months of April through October, unless authorized by the Contract Administrator or designee.
2. Winter Cycle Hours of Work: Normal workday shall begin at 7:30AM or as determined by the Contract Administrator or designee. All work shall be performed during daylight hours, unless otherwise approved in writing by the Contract Administrator or designee. Workdays shall be Monday thru Friday in the winter cycle months of November through March, unless authorized by the Contract Administrator or designee.
3. State Holidays: No work shall be permitted on Federal or State Holidays, Saturday or Sunday, without written permission from the Contract Administrator or designee.
4. Albemarle County reserves the right to alter these work hours on a case-by-case basis as approved by the Albemarle County Contract Administrator or designee.

K. ORDERING WORK:

1. The Contractor shall be capable of commencing work within ten (10) calendar days after contract award.
2. Work Notification Procedure: Albemarle County makes no guarantee or work minimum or maximum quantities as shown on the Purchase Order. At the time work is requested, and before work begins, a written notification to proceed email (referencing applicable purchase order) will be issued by the Contract Administrator or Designee notifying the Contractor to commence a litter pickup cycle and identifying any routes to be completed first. Contractor shall complete the litter and debris pickup cycle within thirty (30) days.
3. Confirmation/Response Time: After receipt of a notification to proceed email, the Contractor shall confirm, by e-mail, receipt of notification to proceed email within forty-eight (48) hours of being contacted. The litter and debris pickup cycle shall commence within five (5) calendar days.
4. Requesting Additional Response Time: The Contractor may, at the time of notification and review, respond by email to request additional time to respond. Approval of additional response time will be decided by Albemarle County on a case-by-case basis.
5. Daily Communication During Pickup: The Contractor shall submit an email to the Contract Administrator or Designee daily, by 7:30AM to advise what routes the Contractor will be working on that day. This notification shall be made by e-mail. At the end of the day, Contractor shall submit the Daily Work Log per section K.1.
6. Contractor's Failure to Report: If the Contractor fails to commence work at the mutually agreed upon time, a Procurement Complaint Form may be issued against the Contractor. It shall address the deficiency and corrective action needed. If corrective actions are not acquired by the deadline stated in the cure letter, Albemarle County may have the work accomplished by another source and the Contractor may be held responsible for any resulting additional purchase and administrative costs in accordance with General Terms and Conditions Paragraph Q.
7. Continuous Operation Requirement: The Contractor shall provide a continuous operation once they commence work. If this is not done, a Procurement Complaint Form may be issued, which may ultimately result in the default of the contract in accordance with General Terms and Conditions Paragraph Q.
8. Inclement Weather: In the case of inclement weather and the Contractor is unable to perform the work required, the Contractor shall email the Contract Administrator, or Designee, by 7:30AM on the day the work was scheduled. In the case of work being performed that will be shut down due to inclement weather, the Contractor will email the Contract Administrator or Designee within one (1) hour of work stoppage.

L. VERIFICATION OF WORK:

1. Daily Work Log: At the conclusion of the workday, the Contractor shall demonstrate to the Contract Administrator, or designee, that the work is completed and fully in compliance with the contract and Albemarle County specifications. The Contractor shall submit a Daily Work Log as shown on the attachment J. The Daily Work Log shall include, but not limited to the following information:
  - i. Date and time work was performed
  - ii. Routes (to and from) partial or complete
  - iii. Number of bags of litter collected
  - iv. Landfill delivery tickets for disposal of that day's litter and debris
  - a. The Daily Work Log shall be signed by the Contractor or Crew Leaders and submitted to Albemarle County Contract Administrators or designee at the end of each workday. Albemarle County will use the Daily Work Log to verify Contractor's completion of work and invoices.
  - b. Work completion shall be defined as complete litter and debris removal and disposal of all routes identified in the Daily Work Log that meet the requirements outlined in Section V.C.
  - c. Daily work log shall be submitted via email to the Albemarle County Contract Administrator or designee.
2. Inspection: The Albemarle County Contract Administrator or designee will inspect the completed routes within one (1) business day and notify the Contractor of any deficiencies on the routes where work was performed.
3. Deficiencies: Any deficiencies noted by Albemarle County shall be promptly and permanently corrected by the Contractor, within one (1) business day, at the Contractor's sole expense prior to final acceptance of the work.

M. MEASUREMENT FOR PAYMENT:

1. Pricing: The quoted price, per centerline mile, all-inclusive rates to provide crews, supervision, vehicles, equipment, signage, all disposal fees, and other incidentals to remove litter and debris on primary and secondary routes in Albemarle County. The centerline mile includes the entire roadway and right of way areas in both directions including but not limited to medians, ramps, loops, infield areas and slopes. Estimated quantity includes two (2) complete cycles in the winter months, December and March, and two (2) partial cycles in the summer months, June and September. Bid Lines will be paid to the nearest tenth of a mile.
2. Price per mile shall remain fixed regardless of vegetation height, condition and/or level of effort necessary to meet the litter removal requirements and standards.
3. Payment for services rendered by the Contractor will only be made for Contractor invoices which are authorized and validated by the Albemarle County Contract Administrator.

VI. BID SUBMISSION INSTRUCTIONS:

- A. Bids shall be enclosed in a sealed envelope which shall be marked and addressed as indicated by this solicitation and submitted on the forms furnished, or copies thereof, and shall be signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the proposal, or irregularities of any kind, may be rejected by the Owner as being incomplete or nonresponsive.
- B. Bids shall be received in the Albemarle County Office Building, 401 McIntire Road, Room 248, Charlottesville, Virginia 22902 by not later than the date and time established herein or as modified by an addendum hereto. A secure lockbox is available, at the exterior Visitors Entrance of the Issuing Agency, labeled *Vendor/Contractor Bids or Proposals Only*. Bids may be placed in this box, prior to the established due date and time for each solicitation, or may be shipped/mailed, or hand delivered directly to the issuing agency shown above. *Regardless of the method of delivery, it shall be the Bidder's responsibility to ensure timely and accurate delivery. Bids delivered to the wrong location or received in the specified location late will not be considered.*
- C. Each bid must give the complete legal name and full business address of the bidder and be signed by the bidder, or the bidder's authorized representative, with his usual signature. Bids by partnerships must be



signed in the partnership name by one of the general partners of the partnership or an authorized representative, followed by the designation/title of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the state in which it is incorporated and by the signature and title of the person authorized to bind it in this matter. The name of each person signing shall be typed or printed below the signature. A signature on a bid by a person who identifies his title as "President," "Secretary," "Agent" or other designation without disclosing the principal firm, shall be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Trade or fictitious names may be referenced by using "t/a" but bids shall be in the legal name of the person or entity submitting the bid.

- D. As used in this IFB, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the IFB, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- E. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the ECC and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of *Virginia Code 2.2-4342(F)*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
- F. All costs of proposal preparation and presentation shall be borne by each offeror. The County is not liable for any cost incurred by the offeror prior to issuance of a contract.
- G. Any bid (including the Total Base Bid plus all Additive Bid Items) which exceeds one hundred thousand dollars (\$100,000) shall be accompanied by a Bid Bond payable to the Owner as obligee in an amount equal to five percent (5%) of the amount of the bid. A Bid Bond may be required for projects having bids of less than one hundred thousand dollars (\$100,000) if such requirement is stated in the Notice of Invitation for Bids. The Bid Bond must be issued by a surety company which is legally authorized by the Virginia State Corporation Commission to do fidelity and surety business in the Commonwealth of Virginia. **The bid bond shall identify the name and address of an attorney-in-fact who is appointed to act on behalf of the surety. The attorney-in-fact shall affix to the bond a certified and current copy of the power of attorney.** Such Bid Bond shall guarantee that the bidder will not withdraw his bid during the period of sixty (60) days following the opening of bids; that if his bid is accepted, he will enter into a formal contract with the Owner in accordance with the Contract Between Owner and Contractor included as a part of the IFB Documents; that he will submit a properly executed and authorized Standard Performance Bond and Standard Labor and Material Payment Bond on the forms included in the IFB documents, if required; and that in the event of the withdrawal of said bid within said period, or failure to enter into said contract and give said bonds within ten (10) days after he has received notice of acceptance of his bid, or other forfeiture under the Bid Bond, the bidder shall be liable to the Owner for the difference between the amount specified in said bid and such larger amount for which the Owner may contract with another party to perform the work covered by said bid, up to the amount of the bid guarantee. This amount represents the damage to the Owner on account of the default of the bidder in any particular hereof.

See §2.2-4338 of the Code of Virginia for provisions allowing alternative forms of bid security in lieu of a Bid Bond.

The Bid Bonds or other bid security will be returned to all except the three lowest bidders after the formal opening of bids. The remaining Bid Bonds or bid security will be returned to the bidders after the Owner and the accepted bidder have executed the Contract and the Performance Bond and the Payment Bond have been approved by the Owner.

If the required Contract and bonds have not been executed within the bid acceptance period established herein, then the bond or other bid security of any bidder will be returned upon his request, provided he has not been notified of the acceptance of his bid prior to the date of such request.

VII. EVALUATION AND CONTRACT AWARD:

- A. Bids will be opened at the time and place stated in the Invitation for Bids or as modified by subsequent Addenda, and their contents publicly announced. The Purchasing Agent shall decide when the specified time for bid opening has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified. The provisions of §2.2-4342 of the Code of Virginia shall be applicable to the inspections of bids received.
- B. Basis for Contract Award: The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder, if any, provided his bid is reasonable and it is in the best interest of the Owner to accept it and subject to the Owner's right to reject any and all bids and to waive informality in the bids and in the bidding. The Bid Form may contain a multi-part Bid Items and may contain Additive Bid Items. Determination of the lowest responsible bidder, if any, will be based on the Total Evaluated Bid amount entered on the Bid Form. Where the sum of the values entered in the multiple parts do not agree with the Total Evaluated Bid amount, the Total Evaluated Bid amount entered on the Bid Form, including any properly submitted bid modifications, shall take precedence. In the event that the Total Evaluated Bid from the lowest responsible bidder exceeds available funds, the Owner may negotiate the Total Evaluated Bid amount with the apparent low bidder to obtain a contract price within available funds, pursuant to §2.2-4318 of the Code of Virginia and Section 12(c) herein.
- C. Notice of Intent to Award or Notice of Award: The Notice of Award or the Notice of Intent to Award will be posted on the Albemarle County Purchasing Office web site with the Invitation for Bid procurement documents ([www.albemarle.org/procurementftp://ftp.albemarle.org/PurchBids/](http://www.albemarle.org/procurementftp://ftp.albemarle.org/PurchBids/)). Any bidder or offeror who desires to protest the award or decision to award a contract shall submit the protest in writing to the Albemarle County Purchasing Agent no later than ten days after the posting of the Notice of Award or Notice of Intent to Award, whichever comes first (§ 2.2-4360).
- D. THE CONTRACT: The successful Offeror(s) shall be awarded a contract in such form, terms and conditions as found at Attachment G hereto. **A County contract shall be signed by the parties as a requirement to receive an award pursuant to this solicitation.** Any Offeror that requires, as policy of the Offeror, certain terms and conditions to be included in the contract shall provide such with the written proposal submission. Albemarle County Terms and Conditions shall take precedence over any conflicting Offeror terms and conditions. The County reserves the right to make multiple awards to multiple contractors, including awards at line-item pricing levels, as determined to be to the best advantage to the County.

VIII. PRE-BID CONFERENCE: An optional pre-bid meeting will be held on Wednesday October 25, 2024, at 10:00 AM at the following link: [Pre-Bid Meeting Litter and Debris Removal Services](#)

IX. GENERAL TERMS AND CONDITIONS:

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the County of Albemarle will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the County of Albemarle has purchased or uses any of its products or services, and the contractor shall not include the County of Albemarle in any client list in advertising and promotional materials, unless the contractor has been given written permission by a County representative who is authorized to sign on behalf of the County.
- B. ANNOUNCEMENT OF AWARD: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given via a posting of written notice on the Purchasing webpage at [www.albemarle.org/purchasing](http://www.albemarle.org/purchasing).
- C. ANTI-TRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Albemarle all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Albemarle under said contract.
- D. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The County and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the dispute resolution process contained within the Albemarle County Purchasing Manual, Chapter 26-3. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- E. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.
- F. AUTHORITY TO TRANSACT BUSINESS: Pursuant to Virginia Code § 2.2-4311.2 and in accordance with Title 13.1, Title 50, or as otherwise required by law, 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 by the State Corporation Commission to transact business in the Commonwealth as a domestic or foreign business entity and shall maintain registration as current through the life of the awarded contract.
- G. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- H. CANCELLATION OF CONTRACT: The County may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.
- I. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
- A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance approval of the County Administrator or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).
- B. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
1. By mutual agreement between the parties in writing; or
  2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently; or
  3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the County within thirty (30) days from the date of receipt of the written order from the County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.
- J. CLARIFICATION OF TERMS: The County will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the offer documents and/or specifications shall be directed to the Purchasing Division and any material change will be submitted to all Offerors through issuance of an addendum. **Any questions related to this solicitation MUST be submitted to the contact named on the first page of this solicitation no fewer than seven (7) workdays prior to the bid opening or proposal closing date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective Offerors without causing an unacceptable delay in the process. Any contact with any County representative, other than that outlined within this solicitation, concerning this solicitation is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

- K. COLLUSIVE OFFERS: The offer of any Offeror or Offerors who engage in collusive practices shall be rejected. Any Offeror who submits more than one offer in such manner as to make it appear that the offers submitted are not on a competitive basis from different parties shall be considered a collusive Offeror. The County may reject the offer of any collusive Offeror upon bid opening or proposal closing. However, nothing in this section shall prevent an Offeror from superseding an offer by a subsequent offer delivered prior to bid opening or proposal closing which expressly revokes the previous offer.
- L. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that, in the event that any awarded contract involves information and data obtained as to personal facts and circumstances related to patients, students or clients, such information and data will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the County's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the County of any breach or suspected breach in the security of such information. Contractors shall allow the County to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- M. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the County to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's offer. Under no circumstances shall the County be required to agree to any contractual provision (i) that would materially conflict with any provision of this solicitation, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the County's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the County's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the County.
- N. CONTRACTOR LICENSE REQUIREMENTS: State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the County of Albemarle.
- O. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The County has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the County's Purchasing Office. Contractual disputes shall also be subject to the provisions of Virginia Code § 2.2-4363(D) and (E) (exhaustion of administrative remedies) and § 2.2-4364 (legal actions).
- P. DEBARMENT STATUS: By submitting their offers, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting offers or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- Q. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- R. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, during the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to 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; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees 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.

- S. ERROR IN EXTENSION OF PRICES: In the case of error in the extension of prices the unit price shall govern.
- T. ETHICS IN PUBLIC CONTRACTING: Pursuant to Virginia Code § 2.2-4367: By submitting a bid, the 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.
- U. FORM W-9 REQUIRED: Each offeror shall submit a completed W-9 form with their offer. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- V. HEADINGS: Section, article and paragraph headings contained within this solicitation have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this solicitation.
- W. IDLING REDUCTION REQUIREMENT: For any work performed within the City of Charlottesville, contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at [www.charlottesville.org/purchasing](http://www.charlottesville.org/purchasing) under the Vendor Registration link.
- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the County of Albemarle, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- Y. INCLEMENT WEATHER/CLOSURE OF COUNTY OFFICES: If the County of Albemarle is closed for business at the time scheduled for bid opening or proposal closing, for whatever reason, sealed offers will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- Z. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the County and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney fees which the County and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, County officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.  
  
Pursuant to Virginia law, the County of Albemarle, Virginia may not indemnify any party for any purpose. Any provisions in this agreement providing to the contrary are hereby deleted.
- AA. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the types of coverages and minimum limits specified in the attached document, INSURANCE REQUIREMENTS, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable.
- BB. NEW EQUIPMENT: Unless otherwise noted any equipment offers shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this offer.
- CC. NON-DISCRIMINATION: By submitting their bids or proposals, offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and Virginia Code § 2.2-4311. 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 recipients 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. (Virginia Code § 2.2-4343.1(E)).

Every contract over \$10,000 shall include the provisions:

1. During the performance of this contract, the contractor agrees as follows:
    - A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it 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 these requirements.
  2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.
- DD. NON-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- EE. NON-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The County of Albemarle does not discriminate against faith-based organizations.
- FF. OFFER ACCEPTANCE: Bids or Proposals (Offers) must be submitted by the date and time stated in this solicitation. Offers will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of Offer.
- GG. ONLINE VENDOR REGISTRATION REQUIRED: In the event of contract award, vendor is required to register using the County's online vendor registration in order to issue purchase orders and payments to your firm. Further information regarding our online vendor registration can be found on our website at [www.albemarle.org/procurement](http://www.albemarle.org/procurement) or you can go directly to the site at <https://procurement.albemarle.org/bsa/>.
- HH. OSHA STANDARDS: All contractors and subcontractors performing services for the County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- II. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the County to the Contractor belong to the County, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the County hereunder is specifically authorized in writing by the County in advance. All documents or electronic media prepared by or on behalf of the Contractor for the County are the sole property of the County, free of any retention rights of the Contractor. The Contractor hereby grants to the County an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

JJ. PAYMENT:

a. To Prime Contractor:

1. The County shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the County shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the County fails to make payment by the required payment date, the County shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
2. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the County with a federal employer identification number, prior to receiving any payment from the County.
3. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the County contract number and/or purchase order number.
4. All goods or services provided under this contract or purchase order, that are to be paid for with public funds shall be billed by the contractor at the contract price, regardless of which County department is being billed.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve any County department of its prompt payment obligations with respect to those charges which are not in dispute (Virginia Code § 2.2-4363).

b. To Subcontractors:

1. A contractor awarded a contract under this solicitation is hereby obligated:
  - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - b. To notify the County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.
3. A contractor awarded a construction contract under § 2.2-4301 is hereby obligated:
  - a. Contractor shall pay all subcontractors in the manner provided in Virginia Code Section 2.2-4354(1).
  - b. Contractor shall pay all subcontractors in the manner provided in Virginia Code Section 2.2-4354(2-5).

KK. PERMITS AND FEES: All offers submitted shall have included in price, the cost of any business or professional

licenses, permits or fees required by the County of Albemarle or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

- LL. PRECEDENCE OF TERMS: The following General Terms and Conditions: applicable laws and courts, anti-discrimination, ethics in public contracting, immigration reform and control act of 1986, debarment status, antitrust, mandatory use of county form and terms and conditions, clarification of terms, payment shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Specific Terms and Conditions in this solicitation, the Specific Terms and Conditions shall apply.
- MM. PUBLIC INSPECTION OF CERTAIN RECORDS: Except as otherwise provided, and in accordance with Virginia Code § 2.2-4342, all proceedings, records, contracts and other public records relating to the County's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 et seq.). Any offeror, upon request, shall be afforded the opportunity to inspect bid or proposal records within a reasonable time after the opening of all bids but prior to award, except in the event the County decides not to accept any of the offers and to reopen the solicitation. Otherwise, bid or proposal records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by a offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of Virginia Code § 2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire bid or proposal submission or volume as being "confidential" shall not be sufficient to invoke the protections referenced above.
- NN. QUALIFICATIONS OF OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any offer if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- OO. RIGHT TO ACCEPT OR REJECT OFFERS: The County reserves the right to accept or reject any or all offers in whole or in part and to waive any informality in the offer. Informality shall be defined as a minor defect or variation from the exact requirements which does not affect the price, quality, quantity or delivery schedule.
- PP. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the County of Albemarle to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service-disabled veterans and to encourage their participation in the County's procurement activities. Toward that end the County of Albemarle encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract. Upon request, a list of certified businesses under this requirement shall be made available.
- QQ. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Virginia Code § 2.2-4311.2(B), an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the Offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.
- RR. TAXES: Include only taxes applicable to the project in this bid or proposal. The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the County's tax-exempt status will be furnished by the County of Albemarle upon request.
- SS. 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.
- TT. TRANSPORTATION AND PACKAGING: All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their offers, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.



UU. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its bid or proposal that the product offered is an equal product, such offer will be considered to offer the brand name product referenced in the solicitation.

VV. VIRGINIA GOVERNMENTAL FRAUDS ACT: Each offeror is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Virginia Code, Title 18.2, Chapter 12, Article 1.1. In compliance with this law, each offeror is required to submit a certification that its offer, or any claim resulting there from, is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Act. Any offeror who knowingly makes a false statement on the Certificate of No Collusion shall be guilty of a felony, as provided in Virginia Code § 18.2-498.5. As part of this offer a notarized Certificate of No Collusion must be submitted with the offer. Certificate attached.

WW. The terms and conditions set forth above within this solicitation shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

X. SPECIFIC TERMS AND CONDITIONS:

A. ADDITIONAL SITES: The County of Albemarle reserves the right to add additional sites during the term of this contract as needed. When sites are added, all awarded Contractors will be contacted, and pricing will be requested. The additional site will be awarded to the contractor who submits the lowest pricing based on the requirements of that request. A contract modification will then be completed.

B. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County of Albemarle, whichever is sooner. The agency, its authorized agents, and/or the County of Albemarle shall have full access to and the right to examine any of said materials during the said period.

C. AWARD OF CONTRACT: Awards shall be based on determination of the lowest responsive and responsible bidder. No contract may be awarded to a bidder who is determined by the Purchasing Agent to be non-responsive.

D. AWARD TO MULTIPLE OFFERORS: The County of Albemarle reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the Offeror(s) meeting the requirements of the solicitation. The County of Albemarle reserves the right to conduct any tests it may deem advisable and to make all evaluations. The County of Albemarle also reserves the right to reject any or all offers, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

E. BID TABULATIONS: Tabulations of bids are a matter of public record and are available upon request.

F. BID ACCEPTANCE PERIOD: Each bid submitted must be and remain valid for a period of sixty (60) days from bid opening, or as otherwise indicated herein. Erroneous bids may be reclaimed or superseded any time prior to bid opening time; Modification of or corrections to bids are not acceptable after bids have opened. Any new bid must be marked with the additional notation "Supersedes all previous submissions." No bidder may withdraw his bid from consideration after bid opening due to a mistake, except as permitted by *Virginia Code* § 2.2-4330.

G. BID EVALUATION AND AWARD PROCEDURE: Award will be made to the lowest responsive/responsible bidder based on the TOTAL EVALUATED PRICE listed in Attachment A. Pricing Schedule and Collection Routes.

- H. CONTRACTOR LICENSE REQUIREMENTS: State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the County of Albemarle.
- I. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- J. COOPERATIVE CONTRACTING: This procurement is being conducted by County of Albemarle in accordance with the provisions of *Virginia Code* § 2.2-4304. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Albemarle County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of an Albemarle County contract. The County of Albemarle assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- K. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
- L. DELIVERY NOTIFICATION: The Agency shall be notified \_\_\_\_ hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to:
- |      |       |
|------|-------|
| Name | Phone |
|------|-------|
- M. ERROR IN EXTENSION OF PRICES: In the case of error in the extension of prices the unit price shall govern.
- N. INSPECTION OF JOB SITE: The vendor is responsible for thorough examination of the documents and the project site prior to offering. Contractors will not be allowed extra compensation for conditions which could have been determined by examination of the documents and/or the site prior to submission of offers.
- O. MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS FOR IFBs: Failure to submit a bid on the official County form provided for that purpose may be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the County may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- P. NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are cancelled or rejected, the County reserves the right granted by *Virginia Code* § 2.2-4318 to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the County whenever such low bid exceeds the County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the County for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The County shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by

the County and the lowest responsive, responsible bidder.

- Q. **NEW EQUIPMENT:** Unless otherwise noted any equipment offers shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this offer.
- R. **ORDERING OPTION:** The County of Albemarle, may during the first sixty (60) days after this contract is awarded, with the concurrence of the contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract.
- S. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- T. **RENEWAL OF CONTRACT:** Contract shall be for one-year beginning date of award with the option to renew under the terms of the original agreement for up to three (3) additional one-year terms if agreed upon in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, **Other Services**, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.

XI. **METHOD OF PAYMENT:**

- A. Payment will be made (in accordance with the Virginia Prompt Payment Act) within 30 days after receipt of valid invoice and verification of satisfactory goods received and/or completion of work. Invoices shall be submitted to the designated contract administrator for all items completed with the designated billing period.
- B. The price per acre of litter removal and disposal services shall include all necessary labor, equipment, materials, supervision, fuel, traffic control, and incidentals necessary to complete the work. Additional litter removal services, if authorized by Albemarle County Contract Administrator, shall be paid at the litter removal price per acre.
- C. Invoices shall be submitted within seven (7) calendar days of completion of litter removal cycle to the Contract Administrator only upon validation of work. Invoices shall include the Contractor’s name and remittance address, contract number, purchase order number, itemized quantities, routes, unit price, and extended costs based on the contract pricing schedule. No payment will be made for work still underway, in progress or non-compliant per contract specifications.

XII. **PRICING SCHEDULE:** Award will be made to the lowest responsive/responsible bidder based on the TOTAL EVALUATED PRICE on the PRICING SCHEDULE, see Attachment A.

XIII. **ATTACHMENTS:**

ATTACHMENT I.D.	ATTACHMENT NAME
ATTACHMENT A	Pricing Schedule and Collection Routes
ATTACHMENT B	Offeror Data Sheet
ATTACHMENT C	State Corporation Commission & Registered Agent Form
ATTACHMENT D	Certification of No Collusion
ATTACHMENT E	Certification of Crimes Against Children -Will not be used
ATTACHMENT F	Insurance Requirements
ATTACHMENT G	Proprietary/Confidential Information Identification – Will not be used
ATTACHMENT H	Sample Contract Form
ATTACHMENT I	Normal and Emergency Contacts
ATTACHMENT J	Daily Litter Log Sheet

## Pricing Schedule

Pick-Up Condition	Miles		Rate Per Mile		Occurrences		Total	
2 Time per year Collection Routes	324.15	X	\$	X	2	=	\$	
4 Time per year Collection Routes	20.36	X	\$	X	4	=	\$	
Other Routes – Hot spot pickups	30.00	X	\$			=	\$	
<b>GRAND TOTAL</b>								\$

## 4 time per year Collection Routes

Route	From	To	Description	Duration	Distance (Miles)	Events
Hydraulic Rd (Rt 743)	Earlsville Rd (Rt 743)	Seminole Trail (US29N)	Litter collection per spec	Sep, Dec, Mar, & Jun	1.71	4
Georgetown Rd (Rt 656)	Barracks Rd (Rt 654)	Hydraulic Rd (Rt 743)	Litter collection per spec	Sep, Dec, Mar, & Jun	0.85	4
Greenbrier Dr (Rt 866)	Whitewood Rd (Rt 1455)	Hillsdale Dr (Rt 1427)	Litter collection per spec	Sep, Dec, Mar, & Jun	0.63	4
Commonwealth Dr (Rt 852)	Hydraulic Rd (Rt 743)	Dominion Dr (Rt 851)	Litter collection per spec	Sep, Dec, Mar, & Jun	0.8	4
Rio Rd East (Rt 631)	Seminole Trail (US 29)	John Warner Pkwy (Rt 631)	Litter collection per spec	Sep, Dec, Mar, & Jun	1.62	4
Woodbrook Dr (Rt 1417)	Berkmar Dr (Rt 1403)	Brookmere Rd (Rt 1418)	Litter collection per spec	Sep, Dec, Mar, & Jun	0.38	4
Branchlands Blvd (Rt 1694)	Hillsdale Dr (Rt 1427)	Seminole Trail (US 29)	Litter collection per spec	Sep, Dec, Mar, & Jun	0.13	4
Dickerson Rd (Rt 606)	Airport Rd (Rt 649)	Earlsville Rd (Rt 743)	Litter collection per spec	Sep, Dec, Mar, & Jun	1.1	4
Black Cat Rd (Rt 616)	Richmond Rd (US 250)	I64	Litter collection per spec	Sep, Dec, Mar, & Jun	0.5	4
Union Mills Rd (Rt 616)	Richmond Rd (US 250)	Fluvanna County Line	Litter collection per spec	Sep, Dec, Mar, & Jun	1.91	4
Riverbend Dr (Rt 1116)	Richmond Rd (US 250)	End of Road	Litter collection per spec	Sep, Dec, Mar, & Jun	0.43	4
Peter Jefferson Pkwy (Rt 1140)	Richmond Rd (US 250)	South Pantops Dr (Rt 1140)	Litter collection per spec	Sep, Dec, Mar, & Jun	0.92	4
South Pantops Dr (Rt 1140)	Spotnap Rd (Rt 1299)	Peter Jefferson Pkwy (Rt 1140)	Litter collection per spec	Sep, Dec, Mar, & Jun	0.71	4
Mountainwood Rd (Rt 1112)	Sunset Ave Ext (Rt 781)	Old Lynchburg Rd (Rt 780)	Litter collection per spec	Sep, Dec, Mar, & Jun	0.36	4
Old Lynchburg Rd (Rt 631)	Charlottesville Urban Boundary	5th St Ext (Rt 631)	Litter collection per spec	Sep, Dec, Mar, & Jun	0.43	4
Buck Mountain Rd (Rt 663)	Earlsville Rd (Rt 743)	Markwood Rd (Rt 665)	Litter collection per spec	Sep, Dec, Mar, & Jun	1.74	4
Berkmar Dr (Rt 1403)	US 29 Seminole Trail	Rio Rd West (Rt 631)	Litter collection per spec	Sep, Dec, Mar, & Jun	0.51	4
Whitewood Rd (Rt 1455)	Hydraulic Rd (Rt 743)	Greenbrier Dr (Rt 866)	Litter collection per spec	Sep, Dec, Mar, & Jun	0.46	4
Four Seasons Dr (Rt 1456)	Commonwealth Dr (Rt 852)	Rio Rd West (Rt 631)	Litter collection per spec	Sep, Dec, Mar, & Jun	0.67	4
Simmons Gap Rd (Rt 663)	Buck Mountain Rd (Rt 664)	Buffalo River Rd (Rt 664)	Litter collection per spec	Sep, Dec, Mar, & Jun	0.49	4
Woodlands Rd (Rt 676)	Free Union Rd (Rt 601)	Earlsville Rd (Rt 743)	Litter collection per spec	Sep, Dec, Mar, & Jun	4.01	4

## 2 time per year Collection Routes

Route	From	To	Description	Duration	Distance (Miles)	Events
Rio East Court (Rt 1562)	Rio Rd East (Rt 631)	Dead End	Litter collection per spec	Mar & Sept	0.12	2
Fortune Park Rd (Rt 1754)	Dead End	Worth Xing (Rt 1722)	Litter collection per spec	Mar & Sept	0.25	2
Free Union Rd (Rt 601)	Millington Rd (Rt 665)	Chapel Spring Lane (Rt 668)	Litter collection per spec	Mar & Sept	1.67	2
Dickerson Rd (Rt 606)	Airport Rd (Rt 649)	Quail Run (Rt 1666)	Litter collection per spec	Mar & Sept	1.39	2
Old Brook Rd (Rt 652)	Rio Rd East (Rt 631)	Shadow Oaks Pl (Rt 1035)	Litter collection per spec	Mar & Sept	0.33	2
Buffalo River Rd (Rt 664)	Buck Mountain Rd (Rt 663)	Greene County Line	Litter collection per spec	Mar & Sept	3.26	2
James River Rd (Rt 726)	Valley St (SR 20)	Hardware St (Rt 795)	Litter collection per spec	Mar & Sept	0.85	2
James Monroe Pkwy (Rt 795)	Carters Mtn Rd (Rt 627)	Thomas Jefferson Pkwy (SR 53)	Litter collection per spec	Mar & Sept	2.61	2
Hunters Way (Rt 1146)	Richmond Rd (US 250)	Cul-de-Sac	Litter collection per spec	Mar & Sept	0.42	2
Westfield Rd (Rt 1452)	Seminole Trail (US 29)	Commonwealth Dr (Rt 852)	Litter collection per spec	Mar & Sept	0.21	2
Lewis And Clark Dr (Rt 1571)	Quail Run (Rt 1666)	Seminole Trail (US 29)	Litter collection per spec	Mar & Sept	0.88	2
Quail Run (Rt 1666)	Dickerson Rd (Rt 606)	Lewis And Clark Dr (Rt 1571)	Litter collection per spec	Mar & Sept	0.28	2
Town Center Blvd (Rt 1719)	Seminole Trail (US 29)	Dickerson Rd (Rt 606)	Litter collection per spec	Mar & Sept	0.64	2
Worth Xing (Rt 1722)	Timberwood Blvd (Rt 1721)	Proffitt Rd (Rt 649)	Litter collection per spec	Mar & Sept	0.37	2
Worth Xing (Rt 1722)	Seminole Trail (US 29)	Timberwood Blvd (Rt 1721)	Litter collection per spec	Mar & Sept	0.16	2
Olympia Dr (Rt 1770)	Verona Dr (Rt 1769)	Town and County Dr	Litter collection per spec	Mar & Sept	0.63	2
Free Union Rd (Rt 601)	Chapel Spring Lane (Rt 668)	Davis Shop Rd (Rt 671)	Litter collection per spec	Mar & Sept	2.31	2
Black Cat Rd (Rt 616)	I-64	Louisa Rd (SR 22)	Litter collection per spec	Mar & Sept	2.19	2
Martin King Rd (Rt 618)	Rolling Rd (Rt 620)	Fluvanna County Line	Litter collection per spec	Mar & Sept	4.90	2
Barracks Farm Rd (Rt 658)	Garth Rd (Rt 601)	Ivy Farm Rd (Rt 1015)	Litter collection per spec	Mar & Sept	0.78	2
Reas Ford Rd (Rt 660)	Woodlands Rd (Rt 676)	Bleakhouse Rd (R662)	Litter collection per spec	Mar & Sept	1.38	2
Simmons Gap Rd (Rt 663)	Buffalo River Rd (Rt 664)	Estes Ridge (Rt 806)	Litter collection per spec	Mar & Sept	2.27	2
Half Mile Branch Rd (Rt 684)	Hillsboro Lane (Rt 797)	Jarmans Gap Rd (Rt 691)	Litter collection per spec	Mar & Sept	1.43	2
Esmont Rd (Rt 715)	Green Mountain Rd (Rt 627)	Plank Rd (Rt 712)	Litter collection per spec	Mar & Sept	2.72	2
Buck Island Rd (Rt 729)	Martin King Rd (Rt 618)	Thomas Jefferson Pkwy (SR 53)	Litter collection per spec	Mar & Sept	3.87	2
Advance Mills Rd (Rt 743)	Frays Mountain Rd (Rt 664)	Frays Mill Rd (Rt 641)	Litter collection per spec	Mar & Sept	1.52	2
Blenheim Rd (Rt 795)	James River Rd (Rt 726)	Jefferson Mill Rd (Rt 618), Coles Rollin (Rt 712)	Litter collection per spec	Mar & Sept	1.32	2
Browns Gap Tpke (Rt 810)	Garth Rd (Rt 614)	Blufton Rd (Rt 672)	Litter collection per spec	Mar & Sept	2.35	2
Dyke Rd (Rt 810)	Markwood Rd (Rt 664)	Greene County Line	Litter collection per spec	Mar & Sept	0.23	2
Faulconer Dr (Rt 855)	Old Ivy Rd (Rt 601)	Old Garth Rd (Rt 855)	Litter collection per spec	Mar & Sept	0.10	2
Country Green Rd (Rt 875)	Old Lynchburg Rd (Rt 631)	Sunset Ave Ext (Rt 781)	Litter collection per spec	Mar & Sept	0.41	2
Seminole Trail (Rt 29N)	Airport Rd (Rt 649)	Greene Co Line	Litter collection per spec	Dec & Mar	9.36	2
Monacan Trail (Rt 29S)	Teel Ln (Rt 1106)	Nelson Co Line	Litter collection per spec	Dec & Mar	31.88	2
Stoney Creek Rd (VA 20N)	Rte. 250	Orange Co Line	Litter collection per spec	Dec & Mar	13.43	2

## 2 time per year Collection Routes

Scottsville Rd (VA 20S)	Char. City Limits	James River	Litter collection per spec	Dec & Mar	16.52	2
Richmond Rd (Rt 250E)	South Pantops Dr (Rt 1140)	Fluvanna Co Line	Litter collection per spec	Dec & Mar	6.11	2
250W	Char. City Limits	Augusta Co Line (Top of Mnt.)	Litter collection per spec	Dec & Mar	19.12	2
250/29 Bypass	Char. City Limits	Rte. 1106	Litter collection per spec	Dec & Mar	3.89	2
Thomas Jefferson Pkwy (VA 53)	Scottsville Rd. (Rt. 20S)	Fluvanna Co line	Litter collection per spec	Dec & Mar	9.50	2
Gordonsville Rd (Rt 231)	Louisa Rd (Rt 22)	Orange Co Line	Litter collection per spec	Dec & Mar	8.17	2
Louisa Rd (VA 22)	Richmond Rd (Rt 250)	Louisa Co Line	Litter collection per spec	Dec & Mar	9.14	2
Irish Rd (VA 6)	Nelson Co Line	Scottsville Rd. (Rt. 20S)	Litter collection per spec	Dec & Mar	12.60	2
Three Notch'd Rd (Rt 240)	Rock Fish Gap Trpk (Rt 250)	Rock Fish Gap Trpk (Rt 240/250)	Litter collection per spec	Dec & Mar	3.10	2
John Warner Prkwy	Rio Road East (Rt 631)	Melbourne Rd. (Rt. 3412)	Litter collection per spec	Dec & Mar	1.16	2
Polo Ground Rd (Rt. 643)	Airport Rd (Rt 649)	Seminole Trail (US29N)	Litter collection per spec	Dec & Mar	2.56	2
Proffit Rd (Rt. 649)	Stoney Point Rd (Rt 20)	Seminole Trail (US29N)	Litter collection per spec	Dec & Mar	4.96	2
Earlsville Rd (Rt. 743)	Rock Store (631&743)	Advance Mills (Rt 743)	Litter collection per spec	Dec & Mar	5.97	2
Miller School Rd (Rt. 635)	Plank Rd (Rt 692)	Dick Woods Rd (Rt 637)	Litter collection per spec	Dec & Mar	4.98	2
Miller School Rd (Rt. 635)	Dick Woods Rd (Rt 637)	Rock Fish Gap Trpk (Rt 240/250)	Litter collection per spec	Dec & Mar	3.01	2
Dick Woods Rd (Rt. 637)	Miller School Rd (Rt. 635)	Interstate 64	Litter collection per spec	Dec & Mar	8.21	2
Dick Woods Rd (Rt. 637)	Interstate 64	Ivy Rd (Rt 250)	Litter collection per spec	Dec & Mar	1.93	2
Barracks Rd (Rt. 654)	Old Garth Rd (Rt 601)	Rt 29/250 Bypass	Litter collection per spec	Dec & Mar	1.59	2
Garth Rd (Rt. 601)	Owensville Rd (Rt 676)	Barracks Rd (Rt. 654)	Litter collection per spec	Dec & Mar	8.93	2
Owensville Rd (Rt. 678)	Owensville Rd (Rt 676)	Ivy Rd (Rt 250)	Litter collection per spec	Dec & Mar	4.21	2
Owensville Rd (Rt. 676)	Garth Rd (Rt. 601)	Decca Ln (Rt 678)	Litter collection per spec	Dec & Mar	2.21	2
Plank Rd (Rt. 692)	Monaccan Trail (Rt 29S)	Rock Fish Gap Trpk (Rt 250)	Litter collection per spec	Dec & Mar	19.83	2
N Milton Rd (Rt. 729)	Richmond Rd (Rt 250)	Thomas Jefferson Pkwy (Rt 53)	Litter collection per spec	Dec & Mar	0.65	2
Milton Rd (Rt. 732)	N Milton Rd (Rt. 729)	Thomas Jefferson Pkwy (Rt 53)	Litter collection per spec	Dec & Mar	5.32	2
Garth Rd (Rt. 614)	Owensville Rd (Rt 676)	White Hall Rd (Rt 810)	Litter collection per spec	Dec & Mar	5.13	2
Old Lynchburg Rd. (Rt. 631)	5th St From 4 lane (Rt 1870)	Plank Rd (Rt. 712)	Litter collection per spec	Dec & Mar	8.17	2
Plank Rd (Rt. 692/712)	Monaccan Trail (Rt 29S)	Scottsville Rd. (Rt. 20S)	Litter collection per spec	Dec & Mar	10.18	2
Red Hill Rd. (Rt. 708)	Monaccan Trail (Rt 29S)	Scottsville Rd. (Rt. 20S)	Litter collection per spec	Dec & Mar	5.66	2
Rolling Rd. (Rt. 620 )	James Monroe Pkwy (Rt 795)	Fluvanna Co Line	Litter collection per spec	Dec & Mar	6.69	2
Jarman's Gap Rd. (Rt. 691)	Crozet Ave (Rt 240)	Greenwood Station Rd (Rt 690)	Litter collection per spec	Dec & Mar	2.59	2
Greenwood Rd. (Rt. 691 )	Greenwood Station Rd (Rt 690)	Rock Fish Gap Trpk (Rt 250)	Litter collection per spec	Dec & Mar	2.65	2
Ortman Rd. (Rt. 691 )	Rock Fish Gap Trpk (Rt 250)	Plank Rd (Rt. 692)	Litter collection per spec	Dec & Mar	1.59	2
White Hall Rd (Rt. 810)	Crozet Ave (Rt. 240)	Garth Rd (Rt. 614)	Litter collection per spec	Dec & Mar	3.18	2
Seminole Trail South (Rt. 29)	Hydraulic Rd. (Rt. 743)	Polo Grounds Rd./Rio Mills Rd. (Rt. 643)	Litter collection per spec	Dec & Mar	3.29	2
Seminole Trail North (Rt. 29)	Polo Grounds Rd./Rio Mills Rd. (Rt. 643)	Proffit Rd./Airport Rd. (Rt. 649)	Litter collection per spec	Dec & Mar	2.45	2
Rt.29/Rt.250 Bypass	Barracks Rd. (Rt. 654)	Teel Ln. (Rt.1106)	Litter collection per spec	Dec & Mar	3.91	2

## 2 time per year Collection Routes

Richmond Rd. (Rt. 250 East)	Stony Point Rd. (Rt. 20 North)	Sleepy Hollow Ln. (PVT)	Litter collection per spec	Dec & Mar	2.13	2
reet Extended/Old Lynchburg Rd. (Rt. 250)	Holiday Inn (5th. St.)	Ambrose Commons Dr. (Rt. 1870)	Litter collection per spec	Dec & Mar	1.51	2
Barracks Rd. (Rt. 654)	Rt. 29/250 Bypass North	Georgetown Rd. (Rt. 656)	Litter collection per spec	Dec & Mar	0.39	2
Berkmar Dr. (Rt. 1403)	Rio Road West (Rt 631)	Timberwood Blvd. (Rt. 1721)	Litter collection per spec	Dec & Mar	3.53	2
Hilton Heights Rd. (Rt. 1403)	Seminole Trail (Rt. 29 South)	Walmart/Sams Club Intersection	Litter collection per spec	Dec & Mar	0.08	2
50/29 Bypass SB at Rt. 601 Off Ramp	Old Ivy Rd. (Rt. 250)	250/29 Bypass SB On Ramp	Litter collection per spec	Dec & Mar	0.38	2
Rt.29/Rt.250 Access Ramps	Barracks Rd. (Rt. 654)	Fontaine Ave. Ext. (Rt. 29 Bus.)	Litter collection per spec	Dec & Mar	0.46	2



**ATTACHMENT B**

**VENDOR DATA SHEET**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your quotation nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. Vendor Information:

FIN or FEI Number: \_\_\_\_\_ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
B.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
C.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
D.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## STATE CORPORATION COMMISSION & REGISTERED AGENT FORM

### Virginia State Corporation Commission (SCC) registration information.

**Code of Virginia § 13.1-757. A foreign corporation may not transact business in the Commonwealth until it obtains a certificate of authority from the Commission.**

**The Offeror:**

<input type="checkbox"/>	is a corporation or other business entity with the following Virginia SCC identification number: _____ <b>-OR-</b>
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust - <b>OR-</b>
<input type="checkbox"/>	<p>is not required to obtain a certificate of authority from the Virginia SCC, pursuant to <i>Virginia Code</i> § 13.1-757(B) because its sole contact(s) with the Commonwealth consist(s) of:</p> <ol style="list-style-type: none"> <li>1. <input type="checkbox"/> Maintaining, defending, or settling any proceeding;</li> <li>2. <input type="checkbox"/> Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs;</li> <li>3. <input type="checkbox"/> Maintaining accounts in financial institutions;</li> <li>4. <input type="checkbox"/> Maintaining offices or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities;</li> <li>5. <input type="checkbox"/> Selling through independent contractors;</li> <li>6. <input type="checkbox"/> Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts;</li> <li>7. <input type="checkbox"/> Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property;</li> <li>8. <input type="checkbox"/> Securing or collecting debts or enforcing deeds of trust and security interests in property securing the debts; and holding, protecting, or maintaining property so acquired;</li> <li>9. <input type="checkbox"/> Owning, protecting, and maintaining property;</li> <li>10. <input type="checkbox"/> Conducting an isolated transaction that is completed within 30 consecutive days and that is not one in the course of similar transactions;</li> <li>11. <input type="checkbox"/> For a period of less than 90 consecutive days, producing, directing, filming, crewing or acting in motion picture feature films, television series or commercials, or promotional films that are sent outside of the Commonwealth for processing, editing, marketing and distribution. The term "transacting business" as used in this subsection shall have no effect on personal jurisdiction under § 8.01-328.1; or</li> <li>12. <input type="checkbox"/> Serving, without more, as a general partner of, or as a partner in a partnership which is a general partner of, a domestic or foreign limited partnership that does not otherwise transact business in the Commonwealth; or</li> <li>13. <input type="checkbox"/> Transacting business in interstate commerce. <b>-OR</b></li> </ol>
<input type="checkbox"/>	is an out-of-state business entity that is including with this bid <b><u>an opinion of legal counsel</u></b> which accurately and completely discloses the undersigned bidder'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.

**Registered Agent Information**

Please specify the Registered Agent who will accept service of process on your behalf.

Agent Name: \_\_\_\_\_

Physical Address (no Post Office Boxes):

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

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of \_\_\_\_\_, does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

### CODE OF VIRGINIA

&18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

## ATTACHMENT F

### INSURANCE REQUIREMENTS

- A. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:
- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Businesses who hire subcontractors who will perform the same trade or are hired to fulfill contract requirements must include the subcontractor's employees when determining the total number of employees for workers compensation. A waiver of subrogation in favor of the County of Albemarle and its officers, employees, agents, and volunteers must be endorsed on the workers compensation policy. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
  - b. Employer's Liability - \$1,000,000 each accident/\$1,000,000 each disease-policy limit/ \$1,000,000 each disease-employee. This policy shall specifically list Virginia as a covered state.
  - c. Commercial General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate limit, and a per project aggregate limit of \$2,000,000. CGL form CG 2010 11/85 edition or its equivalent is required to be endorsed to the commercial general liability policy. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and premises, operations and products and completed operations coverage. The County of Albemarle and its officers, employees' agents and volunteers must be named as additional insureds and be so endorsed on the policy on a primary and non-contributory basis. CG 20 01 04 13 or its equivalent is required to be endorsed to the commercial general liability policy. A waiver of subrogation in favor of Albemarle County Government is required on the commercial general liability policy.
  - d. Automobile Liability - \$1,000,000 per accident. Coverage is to include hired, owned, non-owned, temporary, and leased vehicles. An additional insured endorsement in favor of the County of Albemarle and its officers, employees, agents and volunteers is required on the Commercial auto policy on a primary and non-contributory basis. CA 04 49 11 16 or its equivalent is required to be endorsed to the commercial auto policy. A waiver of subrogation naming the County of Albemarle and its officers, employees, agents and volunteers is also required on the commercial auto policy.
  - e. Umbrella Liability Coverage- minimum coverage of \$1,000,000 or greater; must be follow form and go over the underlying general liability, commercial auto and employer's liability policies. The County of Albemarle and its officers, employees, agents and volunteers must be named as additional insureds and be so endorsed on the umbrella policy on a primary and non-contributory basis. A waiver of subrogation naming the County of Albemarle and its officers, employees, agents and volunteers is also required on the umbrella policy.

**All Insurance Coverage:**

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the County;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence-based policy; professional liability may be claims made basis;
4. shall include completed operations coverage;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the County as an additional insured. The County shall be entitled to protection up to the full limits of the offerors' policy regardless of the minimum requirements specified in the Contract.

**Proof of Insurance:** Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the County certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled

without 30 days prior written notice to the County; and (iii) the Offeror shall deliver to the County endorsements to the policies which require the County and its officials, officers, employees, agents and volunteers be named as “additional insured”. Policies which require this endorsement include: Commercial General Liability, Automobile Liability and, umbrella or excess liability coverage as detailed below. Such endorsements must be approved by the County, and (iv) upon the request of the County, provide any other documentation satisfactory to the County in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The County shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

**Effect of Insurance:** Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the County for any liability to the County, as specified in any other provision of this contract, and the County shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

**Waiver of Subrogation:** The Offeror agrees to release and discharge the County of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

**Sovereign Immunity:** Nothing contained herein shall affect, or shall be deemed to affect, a waiver of the County's sovereign immunity under law.

**Right to Revise or Reject:** The County reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

**Umbrella or Excess Liability Coverage:** shall provide additional coverage limits over the underlying commercial general liability, commercial automobile, and employer's liability insurance with the broadest coverage available between the umbrella or excess liability policy and the underlying policies. This insurance shall name the County and its officials, officers, and employees and agents as “additional insureds” by **endorsement** to the Umbrella or Excess Liability policy on a primary and non-contributory basis. Such policy shall not have a restriction on the limits of coverage provided to the County of Albemarle as an additional insured. The County of Albemarle shall be entitled to protection up to the full limits of the Offeror's policy regardless of the minimum requirements specified in this contract.

**Professional Liability Insurance:** At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than \$1,000,000 per claim/\$2,000,000 aggregate (“Required Insurance”). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the County. Upon execution of this Agreement, Offeror shall provide the County with a certificate of insurance, or other written documentation satisfactory to the County in its sole discretion, issued by Offeror's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the County. Offeror's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the County to terminate this Agreement without notice to Offeror and without penalty to the County.

ATTACHMENT H

SAMPLE

CONTRACT #«Contract Number»
«Company»
«Address 1»; «Address2»
«City», «State» «PostalCode»
«corporate status, as confirmed by the SC»
(Contractor)

«Legal Entity»
«Legal Entity Description»
401 McIntire Road; Suite 248
Charlottesville, Virginia 22902
(“Legal Entity Short»)

This Agreement (the “Agreement” or “Contract”) made and entered into on , between the Contractor as identified above and the “Legal Entity Short», collectively, the Parties, hereby agree, in consideration of the mutual covenants and stipulations set forth below:

1. Scope of Work: Contractor agrees to perform such goods or services as specified in the “Legal Entity Short» «Procurement Method» #«Solicitation Number» documentation, and said «Procurement Method» is hereby incorporated in its entirety by reference and made a part of this Agreement. The detailed scope of work for this contract is included herewith as Exhibit A.

Projects will normally be assigned on a rotating basis for individual projects; however, the “Legal Entity Short», at its sole discretion, reserves the right to select a party out of rotation when deemed to be in the best interests of the “Legal Entity Short».

2. Incorporation of Documents and Order of Precedence: To the extent that it does not conflict with the terms of this agreement or the «Procurement Method», the Contractor’s proposal/bid, dated «Proposal/Bid Date», is hereby incorporated by reference and made a part of this Agreement. In the event that a conflict or ambiguity exists or is created between this Agreement, the «Procurement Method», or Contractor’s proposal/bid, the terms of this Agreement first and the «Procurement Method» second, if necessary, shall govern and supersede any such conflicting or ambiguous terms. The following documents are incorporated by reference:

- X
• X

3. Payment/Consideration Schedule: In consideration of the work to be performed by Contractor, as set forth in the section entitled, “Scope of Work,” the “Legal Entity Short» agrees to pay Contractor for completed and accepted work as ordered under this Contract upon receipt of a valid invoice and, if not subject to a contract claim or claim for additional compensation as described herein, as determined by the “Legal Entity Short». A valid invoice shall be an invoice submitted for completed and accepted work and shall include detailed hours worked under each rate category, each hour of equipment used, and the rates for each of the forgoing in accordance with Contract Exhibit B, attached hereto.

Prior to start of work, Contractor will provide, and the Parties shall agree to, a not-to-exceed proposal for any project when requested by the County. The not-to-exceed proposal shall include estimated, detailed hours worked under each rate category, estimated hours for each category of equipment, [and the rates for each of the forgoing in accordance with contract Exhibit B, attached

hereto.] Detailed pricing and maximum liability to the “Legal Entity Short» for this Agreement is included herewith as Exhibit B. Prior to start of work, Architect/Engineer will provide, and the Parties shall agree to a not-to-exceed proposal for any project when requested by the “Legal Entity Short». The not-to-exceed proposal shall include estimated, detailed hours worked under each rate category, estimated hours for each category of work. Detailed pricing and maximum liability to the “Legal Entity Short» for this Agreement is included herewith as Exhibit B.

The maximum liability to the “Legal Entity Short» for all work under this contract shall not exceed «Not to Exceed Value» annually.

4. Term: The “Legal Entity Short»’s requirements of the products/services hereinafter specified are for the term of date of contract award «Contract Award Date» and terminating 365 days after contract award, with optional renewal clause for up to three (3) additional one (1) year terms. Renewal shall not be automatic, and any and all extensions shall by written agreement and signed by both parties in the same manner as the Agreement was executed.

5. Non-Appropriation: The continuation of the terms, conditions, and provisions of this Agreement beyond June 30 of any year, the end of the “Legal Entity Short»’s fiscal year, are subject to its approval and ratification by the “Legal Entity Short» and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the “Legal Entity Short» shall immediately notify Contractor of such occurrence, and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the “Legal Entity Short» of any kind whatsoever.

6. Preconditions to Obligation: It is understood and agreed between the parties to this contract that the “Legal Entity Short» shall not be obligated to purchase or pay for materials by such contract unless and until they are ordered and delivered, and that quantities may be increased or decreased as required.

7. Faith-based Organizations: “Legal Entity Short» does not discriminate against faith-based organizations in accordance with Code of Virginia §2.2-4343.1.

8. Nondiscrimination: During the performance of this contract, Contractor agrees as follows:

- A. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Nondiscrimination clause.
- B. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that 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. Contractor shall 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.

9. Drug-Free Workplace: During the performance of this contract, pursuant to Virginia Code Section § 2.2-4312, Contractor agrees to:



- A. Provide a drug-free workplace for Contractor's employees.
- B. 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- C. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

10. Compliance with Immigration Laws: Contractor agrees that he does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, in accordance with the Code of Virginia, §2.2-4311.1.

11. Business Entity Registration. Pursuant to Virginia Code § 2.2-4311.2, Contractor shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall submit proof of such registration to the "Legal Entity Short». Additionally, Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the Agreement.

12. Compliance with All Laws: Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work.

13. Business License Requirement: If Contractor is a business located in Albemarle County, Virginia or at any time during the performance of this Agreement obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade, or occupation without having first obtained the proper license from the Albemarle County Department of Finance. Contractor covenants that it has a business license where one is required to perform this Agreement.

14. Non-Assignment: All of the conditions and provisions in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties. Neither party to the Agreement shall assign or transfer their interest in the contract without the prior written consent of the other, which shall not be unreasonably withheld.

15. Audit: The Contractor shall maintain full and accurate records with respect to all matters covered under the Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the Agreement. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the "Legal Entity Short» and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by Contractor pursuant to this Agreement. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The "Legal Entity Short»'s employees, agents, or authorized representatives shall have access to the Contractor's facilities,

shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

16. Termination with Cause: In the event that Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the «Legal Entity Short» may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Section 20 herein. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, «Legal Entity Short» may immediately cancel and terminate this Agreement as of the mailing date of the default notice. Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Agreement, and turn over to the «Legal Entity Short» any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by «Legal Entity Short», and provisions herein with respect to opportunity to cure default shall not be applicable.

17. Termination without Cause: The «Legal Entity Short» may at any time, and for any reason, terminate this Agreement by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by «Legal Entity Short», at the time of termination. If «Legal Entity Short» terminates this Agreement without cause, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Agreement, and turn over to «Legal Entity Short» any work completed or in process for which payment has been made.

18. Choice of Laws and Venue: This Agreement shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this Agreement shall be resolved in the courts of the Commonwealth of Virginia in and for Albemarle County.

19. Indemnification and Hold Harmless: It is understood and agreed that Architect/Engineer hereby assumes the responsibility and liability for damages to persons or property caused by or resulting from or arising out of negligent, reckless, or intentional wrongful acts or omissions on the part of Architect/Engineer, its subcontractors, agents, or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement. Architect/Engineer agrees to indemnify and hold harmless the «Legal Entity» and its agents, volunteers, servants, employees, and officials from and against claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with negligent, reckless, or intentional wrongful acts (a) such damages, (b) the violation of law applicable to this Agreement, and (c) the performance of the work by Architect/Engineer or those for whom Architect/Engineer is legally liable. Any provisions in this agreement providing to the contrary are hereby deleted.

20. Notices: All notices and requests required or permitted hereunder shall be sent by United States certified mail, return receipt requested, and to be effective, shall be postmarked not later than the final date for giving of such notice, or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving such notice. Alternatively, notice can be sent electronically to the parties and email addresses listed below.

Notices for «Legal Entity Short» shall be addressed as follows:

«Project Manager»  
«Department Name»

401 McIntire Road, Room #  
Charlottesville, Virginia 22902  
«Project Manager Email»

With a copy to:

«Purchasing Agent Name» \_\_\_\_\_  
Chief Procurement Officer  
401 McIntire Rd.  
Charlottesville, VA 22902  
«Purchasing Agent Email»

Notices for Contractor shall be addressed as follows:

«Vendor Contact Name»  
«Company»  
«Address1»; «Address2»  
«City», «State», «Postal Code»  
«Vendor Contract Email»

Such addresses may be changed at any time and from time to time by like written notice given by either party to the other.

21. Entire Agreement: This Agreement and the documents incorporated by reference and included expressly as Exhibits to this Agreement constitute the entire agreement between the Parties. This Agreement supersedes all prior written or oral agreements or proposals between the parties, regarding the subject matter of this Agreement. This Agreement may not be modified except in a writing signed by both parties that is expressly stated to be an amendment hereto.

22. Independent Contractor: Contractor shall agree and covenant that it is and shall be at all times, an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the “Legal Entity Short». Nothing in this section shall be deemed to absolve or otherwise limit the Contractor’s liability and responsibility to safely and correctly perform its duties under this Agreement.

23. Waiver: No failure of “Legal Entity Short» to exercise any right or power given to it by law or by this Agreement or to insist upon strict compliance by Contractor with any of the provisions of this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the “Legal Entity Short»’s right to demand strict compliance with the terms of this Agreement.

24. Interpretation: Whenever the context hereof shall require, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

25. Severability: The provisions of this Agreement shall be deemed to be severable, and should any one or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.

26. Contract Claims by Contractor: Prompt knowledge by the “Legal Entity Short» of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of the “Legal Entity Short» and/or result in mitigation or elimination of the effects of the claim. Therefore, a written statement providing the “Legal Entity Short» with notice of the

Contractor's intention to file a claim which (i) describes the act or omission by the "Legal Entity Short» or its agents that the Contractor contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to the Purchasing Office of the Albemarle County Department of Finance within 20 days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of the Contractor to result from its acting on an order from the "Legal Entity Short», it shall immediately take written exception to the order. For purposes of this provision, "claim" shall include, without limitation, any request for an increase in the Agreement price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by the Contractor. Neither an oral notice or statement, nor an untimely notice or statement will be sufficient to satisfy the requirements herein. The "Legal Entity Short» will review the claim and render a final decision in writing within thirty (30) days of receipt of Contractor's written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.

27. Claims for Extra Compensation: If Contractor encounters work and services not included in this Agreement or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the Agreement and requires extra compensation, Contractor shall, before it begins the work on which it bases its claim, promptly notify the Procurement Division of the Albemarle County Department of Finance in writing of its intention to perform the work and to make claim for extra compensation. Notification by Contractor under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth. Upon notification, the "Legal Entity Short» shall promptly review any claim for extra compensation. If a claim is accepted by the "Legal Entity Short», it shall be paid as extra work in accordance with the terms of a supplemental agreement executed by the parties before such work is begun. The amounts claimed as extra compensation by Contractor shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the "Legal Entity Short» to analyze the need for the extra work and the costs claimed for the work.

28. Payments to Subcontractors: In accordance with Virginia Code Section 2.2-4354 of the Virginia Public Procurement Act, the Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the "Legal Entity Short»; or, shall notify the "Legal Entity Short» and the subcontractor in writing of the intention to withhold all or part of the amount due with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one percent (1%) per month unless otherwise provided in the contract to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein. These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide the "Legal Entity Short» with its social security number or federal taxpayer identification number prior to any payment being made under this Agreement.

29. Insurance: Contractor agrees to secure and maintain in full force and effect at all times during the term of this Agreement, the following policies of insurance:

A. Workers' Compensation Insurance of not less than «Insurance Min Value Workers Comp». Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Businesses who hire subcontractors who will perform the same trade or are hired to fulfill contract requirements must include the subcontractor's employees when determining the total number of employees for workers compensation. A waiver of subrogation in favor of the "Legal Entity Short» and its officers, employees, agents, and volunteers must be endorsed on the workers compensation policy. Contractors who fail to notify the e "Legal Entity Short» of increases in the number of employees that change their workers' compensation requirements under the Code of

Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.

B. Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverages, in an amount not less than «Insurance Min Value Spelled Out General Liability» («Insurance Min Value General Liability dollar format») combined single limits (CSL).

C. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than «Insurance Min Value Spelled Out Auto Liability» («Insurance Min Value Auto Liability dollar format») combined single limits (CSL).

D. Errors and Omissions (Professional Liability) Insurance at limits not less than «Insurance Min Value Spelled Out Professional Liability» («Insurance Min Value Professional Liability dollar format»).

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia and acceptable to the “Legal Entity Short», and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the “Legal Entity Short». In certain cases, where coverage is unavailable through licensed carriers, certificates of insurance written by a Surplus Lines Carrier authorized by the Virginia State Corporation Commission to transact the business of insurance in Virginia and acceptable to the “Legal Entity Short» may be approved. Contractor shall furnish the “Legal Entity Short» with certificate of insurance showing Contractor’s compliance with the foregoing requirements.

For all insurance coverage except Workers’ Compensation and Professional Liability, the “Legal Entity Short» and its officers, employees, agents and volunteers must be named as additional insureds and shall be so endorsed to the policy or policies.

30. School Contractor Crimes Against Children Certification: Pursuant to Virginia Code Section 22.1-296.1, Contractor and agrees and certifies by his signature below that any and all persons who will provide services for or on behalf of the Contractor on public school property have not been convicted of a felony; any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or any offense for which registration is required as defined in Virginia Code Section 9.1-902. Contractor hereby agrees that this Certification shall be binding throughout the contract term and that it will provide immediate notice to the County of Albemarle and the Albemarle County Public Schools of any event that renders this certification untrue.

Contractor hereby acknowledges that any person making a materially false statement regarding any such offense shall be guilty of a class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of this Agreement and, when relevant, the revocation of any license required to provide such services.

Other:

**CONTRACTOR'S ACCEPTANCE**

**«Company»**

SIGNATURE

NAME

TITLE

DATE

**«LEGAL ENTITY SHORT»'S ACCEPTANCE**

**«Legal Entity»**

SIGNATURE

NAME

TITLE

DATE

«Legal Entity Signee Name»

«Legal Entity Signee Title»

## Normal and Emergency Contacts

<b>Send contract to: Bidder name/Title</b>		<b>Primary phone Number</b>	
<b>Bidder's Mailing Address</b>		<b>Email Address</b>	

<b>Contact Person's Name</b>	
<b>Cellular Telephone Number</b>	
<b>Telephone Number – Normal Work hours</b>	
<b>Telephone Number – After Workhours</b>	
<b>E-mail Address</b>	

<b>Contact Person's Name</b>	
<b>Cellular Telephone Number</b>	
<b>Telephone Number – Normal Work hours</b>	
<b>Telephone Number – After Workhours</b>	
<b>E-mail Address</b>	

<b>Contact Person's Name</b>	
<b>Cellular Telephone Number</b>	
<b>Telephone Number – Normal Work hours</b>	
<b>Telephone Number – After Workhours</b>	
<b>E-mail Address</b>	

### DAILY LITTER LOG SHEET

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Contract #: \_\_\_\_\_

Time Started: \_\_\_\_\_ Time Ended: \_\_\_\_\_

Route #	Route Name	To	From	Partial or Completed	# of bags	Comments

Contractor: \_\_\_\_\_

Verified by Albemarle County Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_