

AUGUSTA COUNTY SERVICE AUTHORITY

18 Government Center Lane
P. O. Box 859
Verona, Virginia 24482-0859



INVITATION FOR BID

IFB No. 1724

Issue Date: March 28, 2014

Sealed Bids will be received until April 16, 2014 at 2:00 PM for providing the wood waste grinding services described within.

A **non-mandatory** pre-bid meeting will be held April 8, 2014 at 10:00 AM at the Augusta Regional Landfill, 749 Christians Creek Road, Staunton, VA 24401.

Sealed Bids are to be delivered to:

Augusta County Service Authority
P.O. Box 859
18 Government Center Lane
Verona, VA 24482

All Inquiries For Information Should Be Directed To:

Greg Thomasson, Director of Solid Waste Management
Phone: (540) 337-2857
Fax: (540) 337-9280
Email: gthomasson@co.augusta.va.us

NOTES:

- 1) Faxed bids will NOT be accepted.

Terms: _____ % _____ days

Company: _____

Address: _____

City: _____

Phone No. (_____) _____

Official Signature: _____

Official's Printed Name: _____

Official's Title: _____

Official's Email Address: _____

Date: _____

*** THIS COMPLETED PAGE MUST BE INCLUDED WITH YOUR BID SUBMITTAL ***

NOTICE

If you have obtained this bid document from the Authority's website or a source other than the Augusta County Service Authority, contact the Procurement Officer prior to submitting your bid to ensure that a complete up-to-date package has been received. The Authority is not responsible for providing addenda if the bidder has not contacted the department and identified themselves as a prospective bidder, providing an email address and telephone number.

1. PURPOSE

The Augusta County Service Authority (ACSA) contractually operates the Augusta Regional Landfill for three owner localities. The owner localities are the County of Augusta and the Cities of Staunton and Waynesboro. The Augusta Regional Landfill is physically located at 749 Christians Creek Road in Staunton, Virginia.

The intent of this Invitation for Bid (IFB) is to solicit bids from qualified firms and to set forth the terms and conditions whereby ACSA may procure wood waste grinding services.

2. SCOPE OF SERVICE

- a) The owner localities, residents, and private businesses deliver yard waste and wood waste to designated accumulation areas within the Augusta Regional Landfill.
- b) The Augusta Regional Landfill has accumulated a pile of wood waste. No additional wood waste will be added to the pile.
- c) The bidder/contractor is responsible for mobilizing, loading, grinding, moving the ground material within the accumulation area, and demobilizing from the landfill.
- d) The bidder/contractor shall utilize a **horizontal grinder** and shall have a magnet to collect loose nails from the ground material. The bidder/contractor shall place the collected nails in a container for recycling or disposal.
- e) ACSA shall not be responsible for tramp metal or other contamination found in the yard and wood waste that may cause damage to the bidder's equipment.
- f) The bidder/contractor must coordinate with landfill staff to observe and measure the pile. The bidder/contractor must provide an estimate of the cubic yards of wood waste and a lump sum price to grind the pile utilizing a 2" screen on Attachment A.
- g) The bidder/contractor can separate larger diameter wood waste and other non-wood waste debris which cannot be ground and ACSA will transport and dispose of this material. The bidder/contractor shall specify the maximum diameter of wood waste that cannot be processed on Attachment A.
- h) The bidder/contractor shall leave all ground material on-site for use as alternative daily cover at the Augusta Regional Landfill.

- i) Grinding must commence within 30 days of award (issuance of a purchase order) and must be completed within eight weeks. If grinding does not commence, ACSA has the right to award the contract to the next lowest responsive and responsible bidder.
- j) The Augusta Regional Landfill's hours of operation are from 8 AM to 4:15 PM Monday - Saturday. However, ACSA will work with the bidder to allow access from dawn to dusk.

3. BASIS OF AWARD

The award of a contract resulting from this Invitation for Bid shall be based on the 2" lump sum grind price on Attachment A submitted from the lowest responsive and responsible bidder:

The successful bidder/contractor shall perform all work as directed by the Augusta County Service Authority and as described in the Scope of Service; and shall provide all equipment, specified supplies, insurance, personnel, and supervision.

The Authority reserves the right to reject any and all bids in whole or in part, and to waive any informality prior to making an award.

Prior to demobilizing equipment from the landfill, the Authority reserves the right to procure additional wood waste grinding services from the successful bidder/contractor for any additional accumulated wood waste based on the unit price (\$ per cubic yard) quoted on Attachment A.

4. INSTRUCTIONS TO BIDDERS

- a) This competitive sealed bidding procurement shall be conducted in accordance with the Augusta County Service Authority Procurement Policy. The Procurement Policy is available at <http://www.acsawater.com/oppm>, Chapter 11.
- b) Bids may be withdrawn at any time before the bid opening. A Bidder wishing to withdraw the bid after bid opening may do so in accordance with Augusta County Service Procurement Policy.
- c) Bids must be made by utilizing and initializing each page of the Bid Form found as Attachment A and B of the IFB and signing page 1 of the bid form. In order to be considered responsive, the Bid Form must include the price and exceptions to the specifications (if any). The Bid Form (all pages) of this IFB must be completed and returned for a bidder to be considered responsive. Specifications incorporated into this IFB should be followed accordingly. The Response Statement must be completed in a sufficient manner to allow for a detailed comparison of the IFB Specifications and the bidder's proposed services to ascertain adherence to the Specification. The bidder must explain in the Response Statement any deviations from the Specifications.

- d) A **non-mandatory** pre-bid meeting will be held **April 8, 2014 at 10:00 AM** at the Augusta Regional Landfill, 749 Christians Creek Road, Staunton, VA 24401.
- e) Questions concerning the operations and requirements of the Augusta County Service Authority as related to wood waste grinding and questions related to this IFB and the bidder/contractor selection process should be directed to:

Greg Thomasson, Director of Solid Waste Management
Phone: (540) 337-2857
Fax: (540) 337-9280
email: gthomasson@co.augusta.va.us

- f) Questions may be faxed or e-mailed to Augusta County Service Authority. All responses to inquiries will be in writing and will be provided to all prospective Bidders who have notified Augusta County Service Authority and expressed intent to bid. Questions from Bidders must be received at Augusta County Service Authority by **12 noon on, April 8, 2014** to ensure that the answers can be distributed and received by all registered bidders.
- g) Bidders are responsible for familiarizing themselves with the specifications of the wood waste grinding that is contemplated to be purchased by Augusta County Service Authority.
- h) Late bids will not be considered and will be returned to the Bidder UNOPENED.
- i) All bids must be in a sealed envelope and clearly marked in the lower left hand corner:

Company Name/Contractor
Sealed Bid, Augusta County Service Authority IFB# 1724 Wood Waste Grinding
Bid Opening: **2:00 PM, April 16, 2014.**
DO NOT OPEN

- j) Bids will be accepted until **2:00 PM, April 16, 2014.** Mailed bids must be sent to:

Augusta County Service Authority
P.O. Box 859
Verona, VA 24482

Bids submitted by hand or courier service (FEDEX or UPS) must be sent to:

Augusta County Service Authority
18 Government Center Lane
Verona, VA 24482

THIS IS A DIFFERENT LOCATION FROM THE LANDFILL AND PRE-BID MEETING.

- k) Bids will be opened at the Augusta County Service Authority, 18 Government Center Lane , Verona, VA 24482

The Bidder has the sole responsibility to have their bid received by the Augusta County Service Authority Division of Procurement at the above address and by the above stated time and date. **Please note that Federal Express and other overnight delivery services do not guarantee morning delivery to Verona, Virginia. Next day delivery usually arrives in mid-to-late afternoon.** If you will be using one of these services for delivery of your bid, please take this information into consideration.

- l) Failure to manually sign the bid shall disqualify it. The person signing bid shall show title or authority to bind his firm.
- m) Any quantities indicated in this IFB are for informational purposes only and are not guaranteed to be purchased.
- n) The prices quoted on the Bid Form shall be firm for 150 days. Prices shall be submitted in the unit of measurement specified on the Bid Form. No separate line item charges shall be permitted for either bidding or invoicing purposes on the items appearing on the Bid Form, which would include but are not limited to equipment rental, detention, demurrage, drop ship charges, local freight, or any other extraneous charges. Insertion of delivery costs, disclaimers, or limitations of liability, and the like which are not expressly allowed in this IFB will be cause for rejection of the bid.

5. CONTRACT PERFORMANCE

The period of performance for any contract resulting from this IFB shall be limited to the amount of time required to grind the pile of wood waste.

6. TERMS AND CONDITIONS

- a) Acceptance, Invoicing and Payment

Augusta County Service Authority will make payment to the Bidder/contractor, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice for the accepted work and warranty authorized by a contract resulting from this IFB. Pursuant to Section 2.2-4354 of the Code of Virginia, (1950, as amended), the bidder/contractor covenants and agrees to:

1. Within seven (7) days after receipt of any amounts paid to the bidder/contractor under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the AUTHORITY attributable to the work under the Contract performed by such subcontractor, or (ii) notify the AUTHORITY and the subcontractor, in writing, of its intention to withheld all or part of the subcontractor's payment and the reason therefore;

2. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the bidder/contractor under the Agreement;
3. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the bidder/contractor on all amounts owed by the bidder/contractor that remain unpaid after seven (7) days following receipt by the bidder/contractor of payment from the AUTHORITY for work performed by the subcontractor under the Agreement; and
4. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.

b) Attorney's Fees

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses, except in a case of default by the Bidder/contractor, the Bidder/contractor shall be responsible for any resulting additional purchase and administrative costs including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs.

c) Audit

Bidder/contractor shall keep and require each of its Subcontractors, if any, to keep, at no additional cost to Authority, full and detailed accounts of costs chargeable to Authority, during the project, and for five (5) years following completion. Authority shall be afforded full access to accounts, records, and supporting documents for review, audit, copy (such copies will be the property of Authority), and verification of costs. Audit access to Bidder/contractor's records in lump sum or unit price areas when applicable shall be sufficient to satisfy Authority that all quantities meet the payments to its subcontractor and suppliers, Bidder/contractor shall remit promptly to Authority the amount of any adjustment resulting from audit.

d) Availability of Funds

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

e) Binding Effect

The terms, provisions, covenants and conditions contained in any resulting contract shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.

f) Compliance of Law

- 1) The Bidder/contractor providing materials and services to the Authority under any contract resulting from this IFB represents and warrants to the Authority that it is:
 - a) Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable.
 - b) Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986; and Virginia Code § 2.2-4311.1.
 - c) Complying with federal, state and local laws and regulation applicable to the performance of the services procured; and
 - d) In full compliance with the Virginia Conflict of Interest Act.

7. Contract Award

Augusta County Service Authority reserves the right to accept or reject any and/or all bids, and to waive informalities. Augusta County Service Authority reserves the right to award any contract resulting from this IFB to the lowest priced responsive and responsible bidder, resulting in a contract that is most advantageous and in the best interest of Augusta County Service Authority. Augusta County Service Authority shall be the sole judge of the bids and the resulting contract that best serves the public interest, and Augusta County Service Authority's decision shall be final.

Negotiation with the Lowest Bidder: Unless all bids are cancelled or rejected, the Authority reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.

8. Contract Changes

No verbal agreement or conversation with any officer, agent or employee of Augusta County Service Authority either before or after execution of the contract resulting from this Invitation for Bid (IFB), IFB Addendum or follow-on negotiations, shall effect or modify any of the terms or obligations contained in the contract. No alterations to the terms and conditions of the contract shall be valid or binding upon Augusta County Service Authority unless made in writing and signed by

the Augusta County Service Authority Executive Director or the Augusta County Service Authority Procurement Officer.

9. Contract Documents

The contract entered into by Augusta County Service Authority and the Bidder/contractor shall consist of this Invitation For Bid, the Specification, any Addendum issued, the signed Bid Forms submitted by the Bidder/contractor, Authority's Standard Form Agreement & Purchase Order and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents.

10. Cooperative Procurement

- 1) This procurement is being conducted on behalf of Augusta County Service Authority, Virginia and other public bodies in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act.
- 2) If approved by the Bidder/contractor, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Bidder/contractor shall deal directly with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of Bidder/contractor's bid/proposal.
- 3) With the approval of the Bidder/contractor, any public body using the resultant contract has the option of executing a separate contract with the Bidder/contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.
- 4) The Augusta County Service Authority, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Bidder/contractor and any other public bodies, and in no event shall the Authority, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Augusta County Service Authority contract. If, when preparing such a contract, the additional terms and conditions of a public body seeking to purchase pursuant to cooperative procurement are unacceptable to the Bidder/contractor, the Bidder/contractor may withdraw its consent to extension of the contract to that particular public body.
- 5) Augusta County Service Authority assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Bidder/contractor may carry out such notification.

11. Definitions:

Bidder/contractor:

The successful bidder who enters into a contract with Augusta County Service Authority to provide the goods or services as specified herein.

Authority:

Wherever the word "Authority" appears, it shall be understood to mean the Augusta County Service Authority.

Bidder/Contractor:

One who submits a competitively priced offer in response to an Invitation for Bids (IFB).

Informality:

A minor defect of variation in a bid or proposal from the exact requirements of the Invitation to Bid, or the Request for Proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

12. Drug-Free Workplace

During the performance of this contract, the Bidder/contractor agrees to (i) provide a drug-free workplace for the Bidder/contractor 's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Bidder/contractor 's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the bidder/contractor that the bidder/contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the Bidder/contractor , the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. Ethics in Public Contracting

The Bidder/contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Section 2.2-4367 through 2.2-4377, Virginia Code Annotated, and that all amounts received by it, pursuant to a Contract resulting from this IFB, are proper and in accordance herewith. By submitting a response to this solicitation, bidder certifies that their bid is made without collusion or fraud 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.

14. Examination of Records

The Bidder/contractor agrees that Augusta County Service Authority or any duly authorized representative shall have access to and the right to examine any and copy any directly pertinent books, documents, papers and records of the Bidder/contractor involving transactions related to any Contract resulting from this IFB. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims. Bidder/contractor s agree to keep all records in accordance with the state and local retention laws including but not limited to Virginia Code § 55-525.27.

15. Faith-Based Organizations

Pursuant to Virginia Code § 2.2-4343.1, in all invitations to bid, requests for proposals, contracts, and purchase orders, the AUTHORITY does not discriminate against faith-based organizations.

“Faith-based Organization” means a religious organization that is or applies to be a bidder/contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193. If bidder/contractor is a faith-based organization, then Bidder/contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Virginia Code § 2.2-4343.1, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the AUTHORITY and a faith-based organization, you are hereby notified as follows:

Neither the AUTHORITY’S selection of a charitable or faith-based provider of services or the expenditure of funds under this contract is an endorsement of the provider’s charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the AUTHORITY Executive Director.

16. Federal-Aid Provisions

When the U. S. government pays all or any portion of the cost of a project, the Bidder/contractor

shall observe all federal laws, rules, and regulations made pursuant to such laws. The work shall be subject to inspection by the appropriate federal agency. Such inspection shall in no sense make the federal government a party of the contract and will in no way interfere with the rights of either party. Bidder/contractor shall require all subcontractors to observe all federal laws, rules, and regulations made pursuant to such laws. Reporting requirements that is part of the regulation shall be followed in accordance with the federal law, rules and/or regulation made pursuant to such laws. A Duns number will be provided by the Bidder/contractor and registration with the Central Contractor Registration (CCR) shall be followed according to the federal aid provisions.

17. Force Majeure

In any contract resulting from this IFB, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, industry wide material shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, pandemic flu, acts of God, war, governmental action, and labor conditions. In the case of an industry wide material shortage the Bidder/contractor s shall provide to the Authority within 24 hours of Bidder/contractor 's determination that there exists an industry wide material shortage, the following: 1) a written description of the specific material alleged to be in short supply; 2) a written list of all manufacturers, wholesalers, suppliers and/or retailers from which Bidder/contractor has attempted to obtain, and/or contracted to obtain, said material; 3) a written description detailing all actions taken by Bidder/contractor to obtain said materials; 4) a written statement, signed by an authorized representative of Bidder/contractor , that Bidder/contractor has used due diligence to secure said materials in the most expeditious manner; 5) a written time frame in which Bidder/contractor anticipates that it will obtain said materials and; 6) the Authority, or its authorized representative, concurs that there is an industry wide shortage of the specific material so identified by bidder/contractor .

18. Freedom of Information

All information submitted to the Authority in response to this IFB will constitute public information and pursuant to the Virginia Freedom of Information Act will be available to the public for inspection upon request. Pursuant to Virginia Code § 2.2-4342 and Authority Procurement Policy § 3-27, a Bidder/Offeror may request an exception to disclosure for trade secrets or proprietary information as such is defined under Virginia Code § 59.1-336, part of the Uniform Trade Secrets Act. In order to claim this exemption, a Bidder/Offeror must: (1) Submit a request in writing referencing their desire to invoke the protections of Virginia Code § 2.2-4342; (2) Specifically identify which data or materials they wish to have protected; and (3) Articulate the rationale for why protection is necessary for the particular data or materials, to the satisfaction of the Authority. Failure to meet these requirements will result in the data or materials being open for inspection in response to a valid inquiry under the Virginia Freedom of Information Act and serve to waive any right of the Bidder/Offeror to assert a claim against the Authority for disclosure of trade secrets or proprietary information.

19. Governing Law

In any contract resulting from this IFB, the parties agree that this agreement is governed by and shall be interpreted in accordance with the Augusta County Service Authority Procurement Policy and the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Augusta County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court.

20. Grant Funds Provision

When a project is funded in part or all by grant funds, the Bidder/contractor shall observe all rules and regulations according to the grant fund award documentation. Bidder/contractor has the responsibility to comply with all grant fund reporting requirements and any or all award documentation terms and conditions.

21. Headings

Headings in the IFB and any resulting contract are informational only and the substance of each numbered or lettered provision shall prevail in the event of any ambiguity or inconsistency between a heading and its content.

22. IFB and Bid Clarification

Augusta County Service Authority reserves the right to request clarification of information submitted and to request additional information of one or more bidders. Each bidder shall examine the IFB and shall judge all matters relating to the adequacy and accuracy of such IFB. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the IFB shall be submitted in writing to the Augusta County Service Authority Procurement Manager. Augusta County Service Authority shall not be responsible for oral interpretations given by an employee, representative, agent, or others. The issuance of a written IFB Addendum signed by the Augusta County Service Authority Procurement Manager is the only official method whereby interpretation, clarification, or additional information can be issued. If any Addenda are issued to this IFB, Augusta County Service Authority will notify all prospective bidders who have given Augusta County Service Authority written notice of their intent to bid.

23. Insurance

During the performance of any contract resulting from this IFB, the Bidder/contractor shall have and keep current insurance whichever is greater in scope or amount as follows:

- i) Worker's Compensation Insurance in compliance with all states in which the Bidder/contractor does business, including coverage B Employer's Liability in not less than the following amounts:
 - a. Bodily Injury by accident, \$100,000 for each accident;
 - b. Bodily Injury by disease, \$500,000 policy limit;

- c. Bodily Injury by disease, \$100,000 for each employee;
- ii) General Liability Insurance in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury;
- iii) Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicle.

The Bidder/contractor shall provide Augusta County Service Authority with copies of certificates of insurance coverage and proof of payment of all premiums. These certificates shall have provisions for notifying Augusta County Service Authority if there is any change in liability insurance.

The insurance required shall have been issued by a company rated "A" as reported in the current edition of Best's Key Rating Guide, published by Alfred M. Best Company, Inc.

24. Interpretation

Words of any gender used in a resulting contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

25. Non-Collusion

The party making the foregoing proposal hereby certifies that such proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham proposal or to refrain from offering, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the proposal price or affiant or of any proposal, or to fix any overhead, profit or cost element of said proposal price, or of that of any other bidder, or to secure any advantage against the Authority or any person interested in the proposed contract; and that all statements in said proposal are true.

26. Non-Discrimination

Any contract resulting from this IFB and every contract, sub-contract, or purchase order there under shall include the following provisions according to Code of Virginia §2.2-4311:

During the performance of a contract, the Bidder/contractor agrees as follows:

- 1) The bidder/contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Bidder/contractor. The Bidder/contractor agrees to post in conspicuous places, available to employees and applicant for employment, notices setting forth non-discrimination clause.
- 2) The Bidder/contractor, in all solicitations or advertisements for employees placed by or on behalf of the Bidder/contractor, will state that such bidder/contractor is an equal opportunity employer.
- 3) Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirement.

The Bidder/contractor will include the provisions in the foregoing paragraphs 1, 2, and 3 in every contract, subcontract, or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor associated with Augusta County Service Authority.

27. Partial Invalidity

In the event any one or more of the provisions of a contract resulting from this IFB are found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the contract shall remain in full force and effect.

28. Release and Ownership of Information

Augusta County Service Authority shall make a good faith effort to identify and make available to the Bidder/contractor all non-confidential technical and administrative data in Augusta County Service Authority's possession which Augusta County Service Authority may lawfully release including, but not limited to contract specifications, drawings, correspondence, and other information specified and required by the Bidder/contractor and relating to its work under this Contract. Augusta County Service Authority reserves its rights of ownership to all material given to the Bidder/contractor by Augusta County Service Authority and to all background information, documents, and computer software and documentation developed by the Bidder/contractor in performing any Contract resulting from this IFB.

No reports, information or data given to or prepared by the Bidder/contractor under the resulting Contract shall be made available to any individual or organization by the Bidder/contractor without the prior written approval of Augusta County Service Authority, which approval Augusta County Service Authority shall be under no obligation to grant.

29. Rights and Responsibilities of Bidder/contractor

The Bidder/contractor shall indemnify, defend and hold harmless the Authority and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by Bidder/contractor and/or its Bidder/contractor s or employees, or anyone else for who Bidder/contractor is or may be responsible. This section shall survive the termination this agreement.

The Bidder/contractor in any contract resulting from this IFB shall pay all royalties and license fees necessary for performance of the contract. The Bidder/contractor shall defend all suits or claims for infringement of any patent rights or any other proprietary rights arising from or related to performance of the resulting contract and shall save Augusta County Service Authority harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

30. Subcontractor and Assignments

The Bidder/contractor shall not sublet or assign or transfer any interest in this Contract or any portion thereof without the prior written consent of Augusta County Service Authority of which Augusta County Service Authority shall be under no obligation to grant. In seeking consent for any subcontract or assignment, the Bidder/contractor shall furnish all information required by Augusta County Service Authority to permit Augusta County Service Authority to ascertain the qualifications of the proposed Subcontractor to perform the work, and the Bidder/contractor shall submit a copy of the subcontract to Augusta County Service Authority for approval. The subcontractor shall incorporate by reference all provisions and conditions of the contract resulting from this solicitation.

Augusta County Service Authority's approval of a Subcontractor shall not relieve the Bidder/contractor of any of its responsibilities, duties or liabilities hereunder. The Bidder/contractor shall continue to be responsible to Augusta County Service Authority for performance of the Subcontractor and the Subcontractor, for all purposes, shall be deemed to be an agent or employee of the Bidder/contractor. Nothing in the Contract resulting from this IFB or any subcontract shall create any contractual relationship between any Subcontractor and Augusta County Service Authority.

31. Tax Exemption

The Augusta County Service Authority as a public body politic and corporate of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax for purchases made by the Authority.

32. Termination

Augusta County Service Authority shall have the right to terminate at Augusta County Service Authority's convenience, with or without cause, any contract resulting from this IFB by specifying the date of termination in a written notice. In this event, the Bidder/contractor shall be entitled to

just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by Augusta County Service Authority.

33. Testing and Inspection

Augusta County Service Authority reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications prior to award.

END OF DOCUMENTS