

Board of Supervisors

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June 1, 2016

Bid Invitation**BID #614164**

Sealed Bids (**Bid #614164**) for the **Purchase and Delivery of Stone, Gravel, and Sand for Stafford County** will be accepted until **4:00 P.M., Tuesday, June 14, 2016**, at which time they will be opened and read aloud in the Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, Stafford, Virginia.

Please be observant of all bid instructions and specifications. Should any questions arise concerning this bid, contact the Purchasing Office at (540) 658-8614.

Stafford County reserves the right to accept or reject, in whole or part, any and all bids and to waive informalities.

Anita Perrow
Purchasing Officer



GENERAL INSTRUCTIONS

1. Mail or deliver bids to the Stafford County Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, PO Box 339, Stafford, Virginia 22555-0339.
2. Bids must be received before the bid opening time stated in the Bid Invitation.
3. All bids must be received in sealed envelopes with the statement, **“Bid Enclosed”** and the bid number typed or written in the lower left-hand corner.
4. Submit one (1) original and four (4) copies of the bid showing the unit price for each item.
5. Bid prices must be net, based on delivery to the Stafford County Field Operation Center, 71 Coal Landing Road, Stafford, VA 22554. No extra charges will be allowed.
6. Stafford County reserves the right to accept or reject, in whole or in part, any and all bids received and to waive informalities.
7. Bids will be opened promptly and read aloud at **4:00 P.M., Tuesday, June 14, 2016**, in the Purchasing Office. No late bids will be accepted. **It is the vendor’s sole responsibility to ensure delivery to the proper receiving location.**
8. Bids shall be binding for ninety (90) calendar days following the bid opening date.
9. The successful bidder or bidders will be notified immediately upon acceptance of their bid.
10. Exceptions to the specification or general instructions must be in writing and submitted with the bid form.
11. Comments concerning specification or other provisions of this contract are welcome and can be received and considered prior to the time set for receipt of bids.
12. The name of a certain brand, make, manufacturer, or definite specification is to denote the quality of the specific brand, manufacturer or specification named; it is set forth to convey to prospective Bidders as to the general style, type, character and quality of article desired, and where in specifications or Contract of a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

With respect to acceptance of products, Owner shall be the sole judge of compliance with the intent of the specifications.

13. The vendor shall maintain insurance to protect Stafford County from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this contract, whether such operation be by the contractor, or anyone directly or indirectly employed by either contractor or subcontractor, such insurance to conform to the amounts as prescribed by law.

The insurance requirements are as follows:

The successful contractor assumes and agrees to hold harmless, indemnify, protect and defend Stafford County against any and all liability for injuries and damages to contractor himself and to contractor's employees, agents, subcontractors and guests, third parties or otherwise, incident to or resulting from any and all operations performed by contractor under the terms of this contract.

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion.

Minimum insurance requirements are as follows:

1. Workers' Compensation.
2. Automotive Liability: Bodily injury and property damage insurance shall have limits of \$1,000,000 combined single limits.
3. Comprehensive General Liability:

Bodily injury liability insurance shall have limits of \$2,000,000 per occurrence.

Property damage liability insurance shall have limits of \$2,000,000 per occurrence.

14. Faith-Based Clause: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section §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.
15. Hold Harmless

The successful contractor assumes and agrees to hold harmless, indemnify, protect and defend Stafford County against any and all liability for injuries and damages to contractor himself and to Contractor's employees, subcontractors and guest, third parties or otherwise, incident to or resulting from any operations arising out of the negligent acts, errors, or omissions, recklessness or intentionally wrongful conduct performed by contractor under the terms of this contract.

16. References

The Owner reserves the right to check any and all references and shall consider any information received in the evaluation of the bids.

The Contractor shall attach a list of references to this bid that shall include the name, address, and telephone number of a contact person for all other companies and/or municipalities that the Contractor is currently performing, or has recently performed, similar services for.

Failure to comply may result in the bid being deemed non-responsive and subject to disqualification.

17. Provision of Bid Withdrawal

A. The bidder of this project may, under certain circumstances, withdraw his bid from consideration in accordance with Section 2.2-4330, Code of Virginia.

B. Pursuant to Code Section 2.2-4330, Code of Virginia (2003), as amended, the Owner has elected to use the procedure for bid withdrawal numbered one (1), which reads as follows:

“The Bidder must give notice in writing of his claim of right to withdraw his Bid within two (2) business days after the conclusion of the Bid opening procedure.”

C. The above-referenced Code Section contains provisions that allow prosecution of any bidder who fraudulently withdraws or attempts to withdraw a bid under this Code Section.

18. Opening of Bids

A. Bids will be opened at the time and place designated in the advertisement for bids. The person whose duty it is to open the bids will decide when the specified time has arrived and no bids shall be accepted thereafter.

B. At the time for opening of bids, their contents will be made public for the information of vendors and others properly interested who may be present, either in person or by representatives.

C. The Owner reserves the right to reject any bid or all bids and to waive informalities and to accept such bids as are best suited to the interests of the Owner. The Owner reserves the right to award all or any part of this bid to any one vendor. In making an award, the Owner will take into consideration the facilities and technical experience of the vendor.

19. Use of Contract by Other Government Entities

Bidders are advised that all resultant Contracts will be extended, with the authorization of the Bidder, to Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting Contract. If any other jurisdiction decides to use the final Contract, the Contractor must deal directly with that jurisdiction of political subdivision concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment. The County of Stafford acts only as the “Contracting Agent” for these jurisdictions and political subdivisions. Failure to extend a Contract to any jurisdiction will have no effect on consideration of your Bid.

It is the responsibility of the awarded Vendor to notify the jurisdictions and political subdivision of the availability of the Contract.

The County of Stafford shall not be held liable for any costs of damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

20. Right to Negotiate

The Owner reserves the right to waive informalities, and to reject any and all bids. If the bid from the lowest responsible bidder exceeds available funds, the Owner reserves the right to negotiate with the apparent low bidder to obtain a contract price within available funds.

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23. Safety

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 of damage to any persons or property within and around the work site area under this Contract.

24. Notice of Required Disability Legislation Compliance

Stafford County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

Specifically, Stafford County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

25. Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by Stafford County. A copy of these provisions may be obtained from the Purchasing Office upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

26. Employment Discrimination by Contractors Prohibited

Every contract of over ten thousand dollars (\$10,000) shall include the following provisions:

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 or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs, A, B, and C in every subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor.

27. Drug-free Workplace

Every contract of over ten thousand dollars (\$10,000) shall include the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to

employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or 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 purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

28. Exemption from Taxes

Stafford County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished on request.

29. Substitutions

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the Director of Utilities.

30. Assignment of Contract

This contract may not be assigned in whole or in part without the written consent of the County Administrator.

31. Debarment

By submitting a proposal, the proposer is certifying that he is not currently debarred by the County. The County's debarment procedure is in accordance with Section 2.2-4321 of the Code of Virginia.

32. Bidder Disclosure

Each Bidder or Offeror shall certify, upon signing a Bid or Proposal, that to the best of his knowledge no Stafford County official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit or more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be with the Bid or Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment,

or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.

33. Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator (https://cisiweb.scc.virginia.gov/z_container.aspx).

34. W-9 Form

Each Bidder or Offeror will submit a completed W-9 form with their Bid. In the event of a 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>

35. Immigration Reform and Control Act

By accepting a Contract award, Bidder certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

**SPECIAL TERMS AND CONDITIONS
REPAIR AND MAINTENANCE SUPPLIES FOR STAFFORD COUNTY UTILITIES
DEPARTMENT FOR THE FIELD OPERATIONS DIVISION**

BID #614164

1. PURPOSE

This Invitation for Bid shall be the basis for establishing a Contract with one (1) or more Vendors for the delivery of stone, gravel and sand for the County of Stafford “as needed” for various departments. Attachment A identifies the list of stone, gravel and sand.

2. DELIVERY

- A. Stafford County requires that delivery be made at destination within three (3) calendar days. Bidders must insert a definitive time frame, **IN DAYS**, on the **RESPONSE SHEET** within which delivery will be made after receipt of order. **Where no delivery time is entered, it is understood that delivery will be within three (3) calendar days.**
- B. The place of delivery of items ordered under this Contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Deliveries will be made to other locations in Stafford County between the hours of 8:00 A.M. and 3:30 P.M. on regular County business days unless other arrangements have been made. **Please include a delivery zone map for the County.**
- C. The County may pick up orders from the Vendor when it is in the best interest of the County. In these instances the Contractor shall release the materials only to the designated representative of the County, authorized to place and pick up orders.

3. AWARD

The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of Stafford County. The award or awards will be made to the lowest responsible and responsive Bidder or Bidders or to one (1) or more Vendors. In determining the lowest responsible and responsive Bidder, in addition to price, the County shall consider quality, delivery time, and any past experience with service offered.

4. BID PRICES

Bids shall be in the form of firm unit delivered prices for each item during the Contract period as well as any discount. Prices shall remain firm for the initial Contract term. Contract prices for all renewal periods shall be determined by the price escalation/de-escalation terms defined in the Special Terms and Conditions. The County reserves the right to negotiate reductions in the price due to changes in market conditions during the initial Contract period and renewals.

5. CANCELLATION OF CONTRACT

Stafford County reserves the right to cancel and terminate any resulting Contract, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

6. QUANTITIES ORDERED

Quantities purchased shall be based on Bid price and total funds available.

7. CONTRACT PERIOD

- A. The period of this Contract shall be from on or about July 1, 2016, through June 30, 2017.
- B. The County reserves the right to renew the Contract for four (4) additional years, one (1) year at a time with any price adjustments to be negotiated and approved by both parties. This Contract may be renewed at the expiration of its term by agreement of both parties. This notice shall not be deemed to commit the County to a Contract renewal.
- C. It should be noted that multiyear Contract may be continued each fiscal year only after funding appropriations have been granted by the Stafford County Board of Supervisors. In the event that the Stafford County Board of Supervisors does not grant the necessary funding appropriation, the affected multiyear Contract becomes null and void, effective July 1 of the fiscal year for which such approvals have been denied.

8. PRICES AND PRICE ADJUSTMENT

- A. All prices/discounts shall be F.O.B. Destination and shall include all charges that maybe imposed in fulfilling the terms of this contract. Prices/discount shall remain firm for three hundred and sixty-five (365) days, unless otherwise stipulated.
- B. The Contractor agrees that for unit price contracts, prices shall remain firm for three hundred and sixty-five (365) days. If the price is increased after three hundred and sixty-five (365) days, the unit price may be increased only upon approval of written request to the Director of the Utilities Department or his designee. The request must be received at least thirty (30) days prior to the effective date and shall become effective only upon approval by the Director of the Utilities Department or his designee. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. The Director or his designee may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.

- C. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau Labor Statistics, Consumer Price Index (CPU-U) change in manufacturer's price, etc.)
- D. The price adjustment shall be by the same percentage as documented and the contract shall be modified accordingly provided that the total of the increase in a contract unit price made after three hundred and sixty-five (365) days shall NOT exceed a total of twenty percent (20%) of the original contract unit

9. DELIVERY LOCATIONS

- A. Most deliveries will be to Stafford County Department of Utilities, Field Operations, 71 Coal Landing Road, Stafford, VA 22554.
- B. Occasionally, deliveries will be made to other County facilities, but not limited to, as stated in Attachment B.
- C. Please include a zone map, for example, to help determine delivery charges.

**PURCHASE AND DELIVERY OF STONE, GRAVEL AND SAND
DELIVERY LOCATIONS**

UTILITIES

Field Operations
71 Coal Landing Road
Stafford, VA 22554

Little Falls Run Wastewater Treatment Facility
100 Michael Scott Lane
Fredericksburg, VA 22405

Aquia Wastewater Treatment Facility
75 Coal Landing Road
Stafford, VA 22554

Smith Lake Water Treatment Facility
360 Doc Stone Road
Stafford, VA 22554

Lake Mooney Water Treatment Facility
500 Greenbank Road
Fredericksburg, VA 22406

PARKS, RECREATION AND COMMUNITY FACILITIES

Aquia Landing Park
2846 Brooke Road
Stafford, VA 22554

Embrey Mill Park
1600 Mine Road
Stafford, VA 22554

Autumn Ridge Park
500 Eustace Road
Stafford, VA 22554

St. Clair Brooks Memorial Park
80 Butler Road
Falmouth, VA 22405

Chichester Park
125 Ralph Williams Drive
Fredericksburg, VA 22405

Willowmere Park
21 Willowmere Pond Road
Stafford, VA 22556

Courthouse Community Center
29 Stafford Avenue
Stafford, VA 22554

Woodlands Pool
2 Northampton Blvd
Stafford, VA 22554

Curtis Memorial Park
58 Jesse Curtis Lane
Fredericksburg, VA 22406

**PURCHASE AND DELIVERY OF STONE, GRAVEL AND SAND FOR
FOR STAFFORD COUNTY DEPARTMENT OF UTILITIES**

RESPONSE SHEET

BID #614164

Quotation for stone, gravel and sand delivery as specified:

| | ITEM | PRICE | PRICE | DELIVERY TIME |
|-----|--------------------------------|--|--|---------------|
| 1. | #8 Stone (3/8" stone) | _____ | _____ | _____ |
| 2. | #57 Stone (1" stone) | _____ | _____ | _____ |
| 3. | #10 Stone (gravel dust) | _____ | _____ | _____ |
| 4. | Sand (concrete sand) | _____ | _____ | _____ |
| 5. | #25 Stone | _____ | _____ | _____ |
| 6. | #21 A | _____ | _____ | _____ |
| 7. | #3 Stone (2 1/2" stone) | _____ | _____ | _____ |
| 8. | Surge Stone | _____ | _____ | _____ |
| 9. | RipRap Stone, Class I | _____ | _____ | _____ |
| 10. | RipRap Stone, Class II | _____ | _____ | _____ |
| 11. | #78 Stone | _____ | _____ | _____ |
| 12. | Gabion (2" stone) | _____ | _____ | _____ |
| 13. | Pea Gravel | _____ | _____ | _____ |
| 14. | #510 Crush Stone | _____ | _____ | _____ |
| 15. | #511 Crush Stone | _____ | _____ | _____ |
| 16. | Infield Sand | _____ | _____ | _____ |
| 17. | White Bunker Sand | _____ | _____ | _____ |
| | | Delivery to any location on Attachment B | Delivered and spread to any location on Attachment B | |
| 18. | Double-Shredded Hardwood Mulch | | | |
| | Per Cubic Yard | _____ | _____ | _____ |
| | Per Bag | _____ | _____ | _____ |

****FUEL SURCHARGE****

*1 – Stone/Gravel/Sand/Mulch with delivery to 71 Coal Landing Road, Utilities Field Operations

*2 – Stone/Gravel/Sand/Mulch without delivery; will use zone map for example to determine approximate delivery charge to other locations.

**PURCHASE AND DELIVERY OF STONE, GRAVEL AND SAND FOR
FOR STAFFORD COUNTY DEPARTMENT OF UTILITIES**

RESPONSE SHEET

BID #614164

Company Name: _____

Address: _____

Telephone: _____ E-mail: _____

Name & Title of Person(s) Submitting Bid: _____

Signature:

SMALL AND MINORITY BUSINESS ENTERPRISES

The Stafford County Procurement Code and relevant Federal and State Laws, Orders and Regulations, require the County of Stafford to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.

Definitions:

1. Small Business:

For the purposes of this document a Small Business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred and fifty (250) employees.; or
- (b) gross annual income does not exceed ten (10) million dollars; or
- (c) is independently owned and operated (not subsidiary of another firm).

2. Minority Business:

A business entity which is operated and controlled by a minority.

- (a) The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earning of fifty one percent (51%) or more of such an enterprise.
- (b) A minority person shall mean Black, Hispanic; Asian or Pacific Islanders; American Indian or Alaskan Native; and women, regardless of races or ethnicity.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

Minority Business Firm: Yes _____ No _____

Small Business Firm: Yes _____ No _____

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS (OFFICE): _____

TELEPHONE (OFFICE): _____

**STAFFORD COUNTY
STANDARD CONTRACT FOR SERVICES**

This Contract is entered into this ____ day of _____, 20__, by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

1. Definitions.

(a) As used in this Contract, the term "County" shall mean the Board of Supervisors of Stafford County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter contracts. For purposes of this Contract, the "County" shall mean _____ . (If this line is blank, the County shall mean the Board of Supervisors).

(b) As used in this Contract, the term "Contractor" shall mean:

2. Where brackets are provided beside any provision of this Contract, only those provisions which are marked shall apply. Such brackets shall be marked by the County as part of the bid process.

3. Provision of Services.

(a) The contractor hereby agrees to provide the following services to the County:

(b) The time, manner and place for performance of such services shall be:

4. **Time and Essence.**

Time shall be of the essence in this Contract, except where it is herein specifically provided to the contrary.

5. **County Obligations.**

(a) In return for the services identified above, the County shall pay the Contractor the following amounts:

(b) In addition to any provision of Paragraph 5 hereof, the Contractor agrees to grant the County a two percent (2%) discount for all invoices, provided that the County pays any invoice or other billing within ten (10) working days of receipt thereof.

6. **Termination for Convenience of the County.**

(a) The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his/her designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Officer of Stafford County; and

(v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six months after the effective date of their termination, unless one or more extensions of three months each are granted by the Purchasing Officer.

(e) The Purchasing Officer, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered, or the service not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Officer shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) with respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(A) cost of work performed or supplies delivered;

(B) the cost of settling and paying any reasonable claims as provided in paragraph 6 (c) (iv), above;

(C) a sum as profit on (A) determined by the Purchasing Officer to be fair and reasonable.

(ii) the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Purchasing Office shall determine to be due under this clause, the Contractor may dispute any claim in writing to the County Administrator or his/her designee in accordance with Paragraph 15 of this contract concerning Disputes.

(h) When termination for the convenience of the County is a provision of this Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provision shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default

Either party may terminate this Contract, without further obligation, for

the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records.

(a) The Contractor agrees that the County or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

9. **Termination for Non-Appropriation of Funds.**

(a) If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

(b) The County agrees that should it terminate in accordance with this Section, it shall not obtain services for six months which are substantially equal to or similar to those for which this Contract was entered into. This provision shall survive any termination of the Contract.

[] 10. **Insurance.**

The Contractor shall maintain insurance, in the amount and form set forth herein, to insure against the risks which are identified herein. The insurance required hereby shall be:

11. **Assignability of Contract.**

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County.

12. **Modifications or Changes to this Contract.**

(a) Change Orders. The Purchasing Officer, with the concurrence of the County's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the

time of performance; provided that no Contractor shall be excused from performance under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) The Contractor need not perform any work described in any change order unless they have received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(c) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Officer required submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

13. **Warranties.**

14. **Additional Bond Security.**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the County and a person supplying labor and materials in the prosecution of work contemplated by this Contract.

15. **Disputes.**

Any dispute concerning a question of fact as a result of this Contract shall be decided by the County Administrator, or his/her designee, who shall render his/her decision in writing and mail or otherwise forward a copy to the Contractor within 90 days of the receipt of the claim. The decision of the County Administrator, or his/her designee, shall be final and conclusive unless the Contractor appeals the decision within six months of the date of the final written decision, by instituting legal action as provided in the Code of Virginia § 2.2-4364 (1950, as amended). The Contractor may not institute a legal action, prior to receipt of the County Administrator's, or his/her designee, decision on the claim, unless the County Administrator, or his/her designee, fails to render such a decision within the time specified.

The Contractor's contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator or his/her designee, no later than 60 days after the final payment; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which claim is based. Nothing herein shall preclude the Contractor from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the invoice for final payment.

16. **Nondiscrimination.**

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 or national origin, except where religion, sex or national origin 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) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (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.

[] 17. **Additional Terms and Conditions.**

18. **Integration Clause.**

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

19. Legal Status

All individuals performing work pursuant to this contract must be U.S. Citizens or possess documents that allow them to be employed and work in the United States.

20. **Faith-Based Clause.**

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section 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.

County Representative

Title

Contractor or Duly Authorized
Representative

Title