

**KING WILLIAM COUNTY
SEPTIC AND RELATED SERVICES**

**INVITATION FOR BIDS
#IFB-2017-013**

King William County is now accepting competitive sealed bids for preventive maintenance, pump out, and repairs to all County septic systems; pump lift stations yearly preventive maintenance, and pumping and repair on an as needed basis; yearly preventative maintenance, pumping and repairs on as needed basis to an alternative onsite system. Sealed bids will be received at the King William County Department of Financial Services until March 24, 2017 at 10 AM, at which time they will be publicly opened and read.

I. SCOPE OF WORK

The intent of this Invitation for Bid is to hire a qualified and authorized contractor to provide all labor, transportation, materials, equipment, permits and fees necessary to provide annual septic tank pumping, hauling, and repair services on an as needed basis and three pump lift stations yearly preventive maintenance, and pumping and repair on an as needed basis for County facilities with all specifications, terms, and conditions herein. The contractor would also be required to provide yearly preventive maintenance as well as pumping and repair on an as needed basis for the new Courthouse alternative onsite septic system. The alternative onsite septic system requires a Licensed Contractor who is registered with the Virginia Department of Health to perform services with regards to an alternative on-site system. Our system is manufactured by Ecoflo and contains peat moss as the treatment agent.

Virginia State law requires anyone within the Chesapeake Bay Preservation Area (CBPA) to have their septic tank pumped or inspected once every five (5) years. Research has shown that failing septic systems contribute considerable amounts of pollution to groundwater and the Chesapeake Bay and its tributaries. By having the septic tank pumped, the number of solids leaving the septic tank and migrating into the drain field is greatly reduced, allowing the drain field to function as designed for a much greater length of time and reducing groundwater pollution.

The law provides for an exemption from the mandatory pump-out requirement if the septic system has a Virginia Department of Health approved plastic filter installed. Plastic filters require regular maintenance to keep them from clogging and backing sewage into the buildings. Routine maintenance typically includes the removal and proper disposal of non-biodegradable solids from the filter and then hosing down the filter over the septic tank to return the filtered solids to the tank for additional treatment. While not mandatory, the Virginia Department of Health still recommends that systems with plastic filters pump have their septic tanks pumped regularly to maintain peak system performance and extend the life of the drain field.

II. SCOPE OF SERVICES

A. Inspection-Septic Tanks-Yearly

Prior to pumping tank, the Contractor shall INSPECT:

1. Tank Cover and Access Covers: The condition of the septic tank cover itself and the cover opening shall be inspected for soundness and safety.
2. Surrounding Area Safety: The surrounding areas shall be inspected for safety.
3. Thickness of scum and sludge levels: Inspect septic tank maximum scum and sludge buildup prior to pump out, and measure the floating scum layer thickness and settled sludge layer thickness. Inspect for high sewage level which may mean a blocked tank outlet or a failed leach field. Inspect for low sewage level which may mean a tank leak.

B. Preventive Maintenance-Pumping Lift Stations-Twice a year

1. Cleaning and inspection of floats to assure proper performance.
2. Pump Lift Stations pumped out and cleaned to prevent solid and grease build-up.
3. Inspection of pumps should assure that the impeller is free of debris.
4. Inspect all electrical motor control equipment to find poor connections and worn parts.
5. Routine inspection and service of all station equipment.

C. Preventive Maintenance-Alternate Onsite Septic System-Twice a year

1. Septic Tank: Check inlet and outlet tees, clean filter, measure scum/sludge layers and level of tank, recommendation for pumping will be made when the scum thickness exceeds four inches or the sludge thickness exceeds 24 inches. Check structural integrity of the septic tank and check condition of lids.
2. Dosing Pump Tank: Check outlet force main and all connections, check on/off and alarm floats, check condition and operation of sewer pump, check condition and operation of control panel, i.e. breakers, fuses, and connections.
3. Control Panel (2): Check all breakers and fuses and check for secure connections.
4. Ecoflo Treatment Unit (2): Check condition of shell, tipping bucket and distribution plates, inlet pipe, tear drop vent and central support and central support cap, rake filtering media, check compaction level and check for roots.

5. Ecoflo Pump Chamber (1): check pump for normal working operations, check alarm and on/off floats, check outlet force main connections and tanks structural integrity.
6. Final Distribution Drain Field: Check condition, level and connections of distribution box and/or surge boxes; check area of drain field for surfacing water or other abnormalities that may indicate underlying issues with absorption.

D. Pumping

1. Recommended pumping frequency will be established by the Contractor and King William County Public Works Department. Pumping will be done at a minimum yearly on septic systems and as needed on pumping lift stations and alternative onsite septic system.
2. The Contractor shall provide septic tank pumping services as coordinated with King William County Public Works Department.
3. This service shall take place during normal business hours Monday through Friday between 7:30 AM and 3:30 PM. On rare occasions, requests for service after business hours, weekends, or holidays may be necessary. Rates shall be priced separately.

E. Clean/Flushing

1. All work must comply with Environmental Protection Agency (EPA), US EPA UIC program, Virginia Department of Health (VDH) and Virginia Department of Environmental Quality (VDEQ) and any local regulations in effect.

F. Disposal

1. Contractor shall be responsible for accurately recording transport activity via shipping manifests. This information shall be made available to the County upon request.
2. Disposal fees, including testing fees from the dumpsite, shall be paid by the Contractor and billed back to the County as part of the service cost without markup. Cost increases will be allowable on disposal fees only if supported by documentation.
3. Copies of disposal fee documentation must be attached to each invoice. Failure to provide the documentation will cause the charge to be disallowed.
4. Contractor shall ensure all waste pumped from County septic facilities is not stockpiled, stored, or dumped by any unlicensed and/or illegal land application method.
5. Contractor shall dispose of liquids and waste material at approved environmentally safe dumpsites. All fees payable at the legally designated disposal facility for dumping is the responsibility of, and paid by, the Contractor and billed back to the County without mark-up.

G. Repair Services-for all items

1. Other services may include field repair or replacement, septic repair or replacement; install new lines, and demolitions.
2. The successful Contractor shall be capable of diagnosing any needed repairs. Vital repairs or hazards shall be reported immediately to the County Public Works Department. Once the problem has been reported to the County, the Contractor shall provide an estimate for repair. The Contractor MUST receive approval from the County Public Works Director prior to moving forward with any repair job.
3. Contractor shall be capable of providing services twenty-four (24) hours a day, seven (7) days a week.
4. For any emergency work required, the Contractor shall respond within four (4) hours after being contacted by County staff. If the Contractor is unable to respond within four (4) hours, the County may contact others to provide the services needed.
5. The cost for repair work will be based on the hourly labor rate quoted on the BID FORM. Price quoted shall include all transportation, manpower, equipment, tools, permits and fees required to perform the work. Hours billed shall include time spent at the work site only. A trip charge may be listed separately. Parts shall be billed at the Contractor's cost. The County reserves the right to required proof of Contractor's costs for parts.

II. INSTRUCTIONS TO BIDDERS

A. Sealed Bids must be delivered and addressed to the King William County Department of Financial Services, Attention: Beth Dandridge, 180 Horse Landing Road #4, King William, VA 23086 on or before the closing date and time of Friday, March 24, 2017 at 10 AM. Bids are to be submitted in sealed envelopes marked "**Sealed Bid – SEPTIC AND RELATED SERVICES, IFB 2017-013**". Bids not received by this date and time will be deemed undelivered and not accepted. Any Bidder who wishes his bid to be considered is responsible for making certain that his bid is received at the stated location by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. The receiving time in the Department of Financial Services will be the governing time for acceptability of bids. Bids must bear original signatures and figures. Bids must be submitted on preprinted Bid Forms supplied by the County as Attachment A and duly executed in accordance with the instructions on the Bid Form. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

B. Bids are opened publicly immediately after the stated deadline. Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening. Bid results will be faxed or mailed to interested parties upon request.

C. Bidders' authorized representatives may withdraw bids only by written request received before the Bid Submittal Deadline. Unless otherwise stated in the published Invitation for Bids, Bidders may not withdraw their bids for a period of sixty calendar (60) days after the Bid Submittal Deadline.

D. By submitting a bid the bidder agrees and warrants that it has examined all the contract documents and if appropriate, the subject of the contract and where the specifications require a given result to be produced, that the specifications are adequate and the required results can be produced under the specifications in the contract. Omissions from the specifications shall not relieve the bidder from the responsibility of complying with the general terms of the contract as indicated by the specifications. Once the award has been made, failure to have read all the conditions, instructions and specifications of the contract will not be cause to alter the original contract or proposal or for the bidder to request additional compensation.

E. Bidders shall notify Beth Dandridge promptly of any error, omission, or inconsistency that may be discovered during examination of the solicitation. Requests for interpretation, correction, or clarification shall be made in writing either by mail to King William County Department of Financial Services c/o Beth Dandridge, 180 Horse Landing Road, King William, VA 23086 or faxed to (804) 769-4964 or by email to bdandridge@kingwilliamcounty.us. All such notifications or questions shall arrive at least seven (7) working days before the Submittal Deadline. Any questions received after the deadline will not be addressed. Bidder's company name, address, phone and fax number, and contact person must be included with the questions or comments. Oral questions may be presented at any pre-bid conference held for this solicitation. All clarifications, corrections, or changes, to the solicitation documents will be made by Addendum *only*. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid conference. Interpretations, corrections, and changes shall not be binding on the County unless made by Addendum. All Addenda issued shall become part of the contract documents. Addenda will be provided to bidders by posting on the County's website. It is the Bidders sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum. For this solicitation comments or questions will be accepted in writing through the end of the business day March 16, 2017. Written responses in the form of an addendum will be posted on the County's website, on or before March 17, 2017.

F. Potential bidders needing special assistance under the Americans with Disabilities Act shall contact Beth Dandridge at 804-769-4965 or bdandridge@kingwilliamcounty.us. Every reasonable effort will be made to allow every qualified bidder to participate in the competitive process.

G. King William County reserves the right to accept or reject any or all bids or portions of any bid and to reissue said bid. The County reserves the right to waive irregularities provided they do not affect the price, quality, quantity or delivery schedule of what is offered.

H. King William County may make such reasonable investigations as deemed proper and necessary to determine the ability of a bidder to perform. The bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect the bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. Further, the County reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.

I. By submitting a bid, bidders certify that their bids are 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.

J. Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired. 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, may be accepted.

K. Bidders organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include the identification number issued to it by the State Corporation Commission. Any bidder 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 shall include a statement describing why the bidder or offeror is not required to be so authorized. A form for this purpose is included in this solicitation as Attachment B.

L. All bidders submitting a bid to the county are subject to the decision of the County as to the quality of what is offered, responsiveness of the bid or proposal and the responsibility of the bidder. The purchasing agent, administrator, or public body as the case may be, in their sole discretion, will evaluate bids and in all cases the decision made shall be final. Every bidder submitting a bid or proposal agrees to abide by the decisions of such officials and all the terms of the County purchasing policy as a condition precedent to the submission of the bid.

M. The following factors shall be considered in addition to price when determining the lowest responsible bidder and the responsiveness of the bid:

1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgement, experience, and efficiency of the bidder;
4. The quality of performance of previous contracts or services;
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

6. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the service;
7. The quality, availability and adaptability of the goods or services to the particular use required;
8. The ability of the bidder to perform future maintenance and service for use of the subject of the contract;
9. The number and scope of conditions attached to the bid; and
10. Any other condition or criteria included in the request for bids or the instructions to bidders.

N. The firm, corporation or individual name of the bidder must be signed in ink to any proposals or bids submitted. In the case of a corporation, the title of the officer signing must be stated and each officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner".

O. If the lowest acceptable bid exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds. The negotiations shall be confined to a reduction in the contract price and shall not deal with changes in the contract requirements.

P. The contract will be awarded or the bids rejected as soon as reasonably possible, but not later than sixty (60) days after the date of opening bids, unless the period for acceptance is otherwise extended at the request of the County and agreed to in writing by one or more bidders who wish to remain in consideration. Upon award of the contract to a bidder, such bidder shall enter into the contract by executing the contract and by furnishing any bonds for payment and performance specified herein and Certificate(s) of Insurance required to be procured by the contractor within ten (10) calendar days after the date of the award or within such further time as the County may allow. Failure by the successful bidder to enter into a written contract and furnish required bonds and certificates within the allotted time shall cause the successful bidder to forfeit the full amount of any required bid guarantee to the County. A notice to proceed will be issued by the County within five (5) days of execution of the contract and furnishing of required documentation by the successful bidder.

Q. A Certificate(s) of Insurance shall be required within ten (10) days of the date of the award or before start of work, whichever comes first, demonstrating insurance coverage as specified in Attachment C. The certificate(s) must contain a provision stating that the coverages will not be canceled unless a minimum of fifteen (15) days prior written notice has been given to the County and be accompanied by necessary endorsements of the referenced policies.

III. SPECIFIC TERMS & CONDITIONS

A. A **mandatory** pre-bid conference will be held on Monday, March 13, 2017 at 8:30 AM at 180 Horse Landing Road, King William, VA 23086 in the Board Room. This will be the only site tour provided. All contractors should attend.

B. The proposed contract is enclosed and contains the terms and conditions that will be binding on the successful bidder. The final format must be approved as to form by the County Attorney.

C. Insurance requirements are listed in Attachment C. The successful bidder/contractor certifies that the contractor and any subcontractors will maintain the insurance coverage required during the entire term of the contract and that all insurance will be provided by insurance companies authorized to sell insurance by the Virginia State Corporation Commission.

D. All work will be invoiced to the King William County Finance Department within 14 days of completion and will be paid within thirty (30) days.

IV. GENERAL TERMS & CONDITIONS

A. In accord with Section 2.2 – 4343.1 of the Code of Virginia, King William County does not discriminate against faith-based organizations in procuring goods or services and both the County and any contracted faith-based organization will comply with the provisions of that section.

B. The contract shall begin as soon as possible after the bid is accepted and continue for one year.

Contract shall continue in force thereafter from year to year, not to exceed an additional two (2) one-year periods, unless terminated by either party at the end of the first year or at the end of any subsequent year, by giving the remaining party thirty (30) days prior written notice. Contract may be extended through .

Initial rates and subsequent renewal rates must be guaranteed for a minimum of twelve (12) months. Any increase in rates shall be limited to the lesser of the Consumer Price Index for all Urban Consumers (CPI-U) – Other Goods and Services (unadjusted for the current 12 month period) or three percent (3%). The Count does not guarantee any rate increase.

C. During the performance of any contract issued pursuant to this bid, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law related to 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.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. 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.

The Contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. With the following exceptions, procurement documents are subject to the Virginia Freedom of Information Act:

1. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection.
2. Bid and proposal records shall be open to public inspection only after award of the contract. Any bidder or offeror may be allowed to inspect the bid or proposal records after bid opening or after the evaluation and negotiation of proposals are completed, and prior to award unless the County decides not to accept any bids or not to accept any of the proposals and to reopen the contract.
3. Trade secrets or proprietary information submitted to the County are not subject to disclosure if requested by the person submitting such information prior to or upon submission of the data or other materials. Any such request must identify what is to be protected and state the reasons therefor.
4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions imposed by the Purchasing Agent to insure security and integrity of the records.

E. By submitting a bid, bidders certify that they do not and will not, during the performance of an awarded contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

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

For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor pursuant to this bid, 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.

G. Any business entity including those described in Subparagraph K of the Instructions to Bidders that enters into a contract 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 cancelled at any time during the term of the contract.

H. King William County (Federal I.D. #54-6001376) is exempt from Federal, State and local taxes. Taxes included on invoices will be deducted from the payment amount. Tax-exempt forms will be completed for a vendor upon request.

I. The contractor agrees to indemnify, defend, and hold harmless King William County, its governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind or nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Contractor's negligent acts, errors, omissions, related to the provision of services and/or products specified under the contract provided that such liability is not attributable to the County's sole negligence. The amount and type of insurance coverage requirements set forth herein, or lack thereof, will in no way be construed as limiting the scope of indemnity as stated in this paragraph.

J. Any equipment delivered must be standard, new and unused equipment, latest model, except as otherwise specifically stated in the bid. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.

K. Warranty, Successful Bidder: Successful Bidder shall fully warrant all materials and equipment furnished under the terms of this contract, against defects in material and workmanship for a period of not less than **one (1) year** from date of the final acceptance by King William County. While under warranty, successful Bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of County operations.

**BID FORM
ATTACHMENT A
IFB 2017-013 SEPTIC AND RELATED SERVICES**

County of King William
Department of Financial Services
180 Horse Landing Road #4

King William, Virginia 23086

[This Bid Form must be completed in blue or black ink or type written and executed by the duly authorized agent of the Bidder.]

The undersigned hereby proposes to supply all necessary materials, equipment, transportation, permits, fees and labor required to provide annual septic tank pumping, hauling, and repair services on an as needed basis and three pump lift stations yearly preventive maintenance, and pumping and repair on an as needed basis for County facilities. The contractor would also be required to provide yearly preventive maintenance as well as pumping and repair on as needed basis for the new Courthouse Alternative Onsite Septic System manufactured by Ecoflo. Contractor is required to abide by all of the terms, conditions and specifications included in IFB #2017-013.

Under SECTION I, Contractor shall furnish pricing for work performed during regular hours (Monday through Friday, 7:30 AM to 3:30 PM). Under SECTION II, the Contractor shall furnish pricing for EMERGENCY work performed on weekends, holidays, and weekdays after 3:30 PM and prior to 7:30 AM.

Section 1. Regular Work Hours

- A. Pumping and Hauling of Sanitary Waste
(Price quoted shall include all labor, manpower, and equipment. Sizes are approximate.)

<u>Location</u>	<u>Description</u>	<u>Price Each</u>	<u>Total Amount</u>
Extension Building	1 tank 1500 gallons	_____	_____
Recreation Park	One of these tanks is a grease trap. 3 tanks-1250 gallons	_____	_____
VJCCCA	2 tanks-1000 gallons	_____	_____
McAllister Bldg.	1 tank 2500 gallons	_____	_____
Administration Bldg.	1 tank 5000 gallons	_____	_____
	1 tank 3000 gallons	_____	_____
Regional Animal	One human waste, one animal waste. This is a timed dose system. Must have knowledge of MVP Control Panel as manufactured by Orenco Systems		
	1 tank 1000 gallons	_____	_____
	1 tank 1250 gallons	_____	_____
Old Courthouse	1 tank 5000 gallons	_____	_____

Pumping Stations	3 Each	_____	_____
New Courthouse	Alternate Onsite System Manufacturer-Ecoflo		
	1 Each	_____	_____

B. Repair work

(Price quoted shall include labor only. Parts shall be billed at the Contractor's cost.)

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
25 Hours	Technician	_____	_____
15 Hours	Helper	_____	_____
10 Hours	Backhoe	_____	_____

C. Twice yearly preventive maintenance

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
3	Pumping Lift Stations	_____	_____
1	Alternate Onsite System	_____	_____

D. Trip fee for work above during regular hours

(Price quoted shall include mileage and time for round trip.) _____

ANNUAL TOTAL FOR SECTION I: \$ _____

SECTION II. Emergency Service – After Hours, Weekends, and Holidays

A. Pumping and Hauling of Sanitary Waste

(Price quoted shall include all labor, transportation, manpower, and equipment.)

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
3 Each	1000 gallons	_____	_____

4 Each	1250 gallons	_____	_____
1 Each	1500 gallons	_____	_____
1 Each	2500 gallons	_____	_____
1 Each	3000 gallons	_____	_____
2 Each	5000 gallons	_____	_____
3 Each	Pumping Stations	_____	_____
1 Each	Alternate Onsite System Manufacturer-Ecoflo	_____	_____

B. Repair work-

(Price quoted shall include labor only. Parts shall be billed at the Contractor's cost.)

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
10 Hours	Technician	_____	_____
5 Hours	Helper	_____	_____
3 Hours	Backhoe	_____	_____

C. Trip fee

(Price quoted shall include mileage and time for round trip.)

ANNUAL TOTAL FOR SECTION II: \$ _____

GRAND TOTAL FOR SECTIONS I AND II: \$ _____

RESPONSE TIME

Response to routine request: _____ hours

Response to emergency request: _____ hours

CONTACT

Twenty-four (24) hour point of contact: _____ Phone No. _____

REFERENCES

Indicate below a listing of at least three (3) recent references for whom you have provided similar services. Include the date that services were furnished and the name, address, and phone number of the person we have your permission to contact.

<u>Client/Address</u>	<u>Date</u>	<u>Contact Person</u>	<u>Phone No.</u>
1) _____ _____ _____	_____	_____	_____
2) _____ _____ _____	_____	_____	_____
3) _____ _____ _____	_____	_____	_____

Name and Address of Firm: _____

BY: _____
Signature in ink

Print Name: _____ TITLE: _____

Contact telephone No: _____ Fax No: _____

Federal Tax ID#: _____

E-Mail Address: _____

**VIRGINIA STATE CORPORATION COMMISSION
IDENTIFICATION NUMBER REQUIRED
ATTACHMENT B**

A bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its bid the identification number issued to it by the Virginia State Corporation Commission. Any bidder 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 shall include in its bid a statement describing why the bidder is not required to be so authorized.

Any bidder described in the immediately preceding paragraph 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 Purchasing Agent.

Identification # Issued by the State Corporation Commission: _____

If you are not required to be so authorized, please state reason:

**INSURANCE SPECIFICATIONS
ATTACHMENT C**

The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Automobile

Liability, either individually or in combination with Excess/Umbrella Liability, must total \$1,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of King William. The policies shall be endorsed to be primary with respect to the additional insured.

The successful bidder shall carry Commercial General Liability Insurance in the amount specified below, including contractual liability assumed by the successful bidder, and shall deliver a Certificate of Insurance together with necessary policy endorsements from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show the County of King William named as an additional insured for the Commercial General Liability and Umbrella/Excess Liability coverage if such coverage is used to meet the specified amount of insurance. The contract includes the following indemnification agreement: “The contractor agrees to indemnify, defend, and hold harmless King William County, it’s governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys’ fees, or actions of any kind or nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Bidder’s negligent acts, errors, omissions, related to the provision of services and/or products specified under the contract provided that such liability is not attributable to the County’s sole negligence.”

The County makes no representation or warranty as to how the successful bidder’s insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the above indemnification provisions do not limit the successful bidder’s responsibilities outlined in the contract.

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

LIMITS:

Worker’s Compensation	State of Virginia Requirements (Note 3)
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 annual aggregate
Automobile Liability	\$1,000,000 per occurrence
Professional Liability (E/O)	\$1,000,000 per occurrence (If stated as being required in the Specific Terms & Conditions)

**Sample Contract
ATTACHMENT D**

COUNTY OF KING WILLIAM

This Contract entered into this ____ day of _____, 20____, by _____, hereinafter called the "Contractor" and the County of King William, hereinafter called the "County".

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

WHEREAS, the Board desires to engage the services of the Contractor in connection with _____ hereinafter referred to as the "Project"; and

WHEREAS, the Contractor has investigated and is aware of the requirements of the Scope of Services.

NOW, THEREFORE, for and in consideration of the mutual undertakings of the parties to this Contract, the Board and Contractor hereby covenant and agree, each with the other, that the Contractor shall provide services as an independent contractor in accordance with the terms and conditions of this Contract and the requirements of Exhibit(s). In the event of any conflict between the terms of this contract and similar terms included in any exhibit made a part thereof, the terms as stated in this contract shall control.

COMPENSATION AND METHOD OF PAYMENT: The contract amount is based upon the bid of Contractor accepted by County. The Contractor shall be paid by the County as stated in the Specific Terms and Conditions.

TIME: All work shall be completed as specified in the IFB and with consultation with the Public Works Director.

WARRANTY: In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall be effective for one (1) year from the date of final acceptance of the work.

The Contractor shall remedy, at the Contractor's expense, any failure to conform to the contract requirements, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to County owned or controlled real or personal property when the damage is the result of:

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

Contractor shall not be liable for the repair of any defect of material or design furnished by the County nor for the repair of any damage that results from any defect in County furnished material or design, nor from pre-existing structural defects.

Notwithstanding any provisions herein to the contrary, the warranty period relates only to the specific obligation of the Contractor to correct the work, and has no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

INDEMNIFICATION: The Consultant agrees to indemnify, defend, and hold harmless King William County, its governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind or nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged

to have arisen out of Consultant's negligent acts, errors, omissions, related to the provision of services and/or products specified under the contract provided that such liability is not attributable to the County's sole negligence. Compliance by the Consultant with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

MODIFICATION OF CONTRACT: The County may, upon mutual agreement with the Contractor, issue written modifications/change orders to the terms of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$25,000 or 25%, whichever is greater, without the advance approval of the Board of Supervisors. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the County.

- a. The written modification shall stipulate the mutually-agreed price for the specific addition to/deletion from the scope of work/specifications which shall be added to or deducted from the contract amount;
- b. The written modification shall stipulate the number of unit quantities added to/deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount;
- c. The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as the County may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by the County and the Contractor.

ABANDONMENT AND TERMINATION: The County reserves the right to terminate this Contract at any time for any reason upon written notice to the Contractor. If this Contract is terminated for any reason not the fault of Contractor, the earned value of the work performed shall be based upon the time actually devoted by the Contractor and Contractor's personnel to performance of the services specified in this Contract up to the date of the termination, and payment therefore shall be made at the rate set forth in the Exhibit(s). Such payment shall be made to the Contractor as a final payment in full settlement for the services hereunder or by supplemental agreement hereto. In the event of a termination for breach or default by Contractor, County shall have access to all remedies available in equity or at law. The County shall give ten (10) days' written notification to the Consultant of any termination.

This Contract may be terminated by the Contractor upon ten (10) days' written notice in the event of substantial failure by the Board to perform in accordance with the terms hereof through no fault of the Contractor. In the event of such termination by Contractor, the provisions of paragraph immediately hereinabove shall apply mutatis mutandis, except that Consultant shall be entitled to no further or other compensation, either hereunder or by way of a claim for damages growing out of this Contract.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed Contract and the following component parts, all of which are hereby made a part hereof as if set out in full:

- 1. Advertisement for Bids
- 2. Invitation for Bids No. _____ including all attachments thereto.
- 3. Bid Proposal
- 4. Certificate of Insurance
- 5. Notice to Proceed
- 6. Change Orders/Modifications (if any)

ADDENDA:

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

CLAIMS: All contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment for work completed; however written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or the beginning of the work upon which the claim is based. All claims shall be made in accordance with Virginia Code Section 15.2-1243 et seq. and the Board shall render a final decision in writing with regard to any such claim, not later than sixty (60) days subsequent to receipt of any such claim in writing by the County Administrator.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

COUNTY OF KING WILLIAM:

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____