



---

## INVITATION FOR BID

**Issue Date: Thursday, June 18, 2026**

**IFB No. 26103**

**Construction Aggregate Materials**

**Bid Due Date/Time:**

**July 29, 2026 at 2:00 PM local prevailing time**

**Bid Opening Date/Time:**

**July 29, 2026, at 2:30 PM local prevailing time**

**Questions Due Date/Time:**

Questions from Bidders must be received by **July 8th, 2026 at 2:00 PM** local prevailing time. Questions must be emailed to the Contracts Officer listed below. The subject line must include IFB #26103 or your question(s) may not be received and answered in a timely manner. The County is not responsible for verbal clarification of information provided by parties other than staff of the Procurement Division.

### **Electronic bid submission via eVA.virginia.gov ONLY!**

For help in submitting your bid in the eVA system, please call eVA Customer Care 1-866-289-7367 or visit <https://eva.virginia.gov/get-help-customer-care-forms.html>

---

Contracts Officer

Nigel Brown

(540) 658-8697

Email: [Procurement@StaffordCountyVA.gov](mailto:Procurement@StaffordCountyVA.gov)

<b>TERMS &amp; CONDITIONS</b>	In compliance with this IFB and all conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services required by this IFB at the prices indicated in the pricing schedule, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.
-------------------------------	---

## BIDDER INFORMATION

Virginia Contractor License No. ☐ Required \_\_\_\_\_  
☐ Not Required

Name of Firm: \_\_\_\_\_

Address of Firm: \_\_\_\_\_

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

Name (print) \_\_\_\_\_ Title (print) \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**In accordance with Virginia Code § 2.2-4343.1, as amended, Stafford County does not discriminate against faith-based organizations. The County does not discriminate against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law.**

## TABLE OF CONTENTS

1. PURPOSE .....	5
2. SCOPE OF WORK/SPECIFICATIONS .....	5
3. DELIVERY LOCATIONS .....	6
4. AWARD .....	8
5. PRE-BID CONFERENCE.....	9
6. SITE VISIT .....	9
7. BID CHECKLIST.....	9
8. BIDDER’S INSTRUCTIONS.....	10
9. METHOD OF PAYMENT .....	13
10. GENERAL CONDITIONS.....	13
11. BIDDER REMEDIES.....	17
12. CONTRACTUAL TERMS AND CONDITIONS.....	18
13. SPECIAL TERMS AND CONDITIONS .....	26
14. REFERENCES.....	32
15. TRADE SECRETS/PROPRIETARY INFORMATION IDENTIFICATION .....	322
16. SWAM VENDOR DATA FORM.....	34
17. VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION.....	35

#### **NOTE TO PROSPECTIVE BIDDERS:**

- This solicitation is subject to the provisions of the Stafford County Invitation for Bid (IFB) and any attachments, exhibits, revisions or amendments thereto, which are hereby incorporated into this bid in their entirety. If not attached, a copy of these terms and conditions is available for review at the Procurement Division. Special Terms and Conditions and Specifications attached shall also be part of your bid. The Bid Package and the Construction Plans (as applicable) are available at no charge on the Commonwealth of Virginia's electronic procurement system, eVA, [www.eva.virginia.gov](http://www.eva.virginia.gov) and the County Website. Please be observant of all Bid instructions and specifications. Should any questions arise concerning this Bid, contact the Procurement Division at [Procurement@StaffordCountyVA.gov](mailto:Procurement@StaffordCountyVA.gov).
- Please note the meaning of the following terms as used in this Invitation for Bid (IFB): The term "bidder" as referenced in this solicitation refers to the individual or firm preparing and submitting a bid in response to this Invitation for Bid. The term "Contractor" refers to an individual or firm that has entered into an agreement to provide goods or services to Stafford County, Virginia, its officers, employees and agents (the "County"). In addition, it also refers to a firm who, when awarded the contract, will be responsible for goods and services required, as a result of this solicitation.

## 1. **PURPOSE**

The purpose of this Invitation for Bid (IFB) is to solicit bids from qualified bidders to establish a term contract to provide Stone, Aggregate, Sand, Recycled Concrete, Recycled Asphalt, Mulch, and Soil (collectively referred to as “Materials”) to the County on an as-needed basis.

The County intends for this IFB to result in one or more contracts per lot with qualified contractors to provide the construction materials in accordance with the terms, conditions, and specifications of this IFB and resulting contract, if awarded. Award will be made with an initial term of one (1) year and four (4) one-year renewal options.

## 2. **SCOPE OF WORK/SPECIFICATIONS**

2.1 Contractor shall provide all labor, materials, and transportation\* necessary to furnish and deliver Materials as per Attachment A – “Pricing Schedule” to various County locations on an as-needed basis. *\*pricing schedule shall be filled out to provide unit cost per ton (delivered) and (picked up)- award will be determined by lowest bid for delivered pricing. See Attachment A for more information.*

All Materials shall conform to the most recent version (or section update) of the VDOT Road and Bridge Specifications. Any material not listed in the specifications must be approved by the County prior to delivery.

[VDOT 2020\\_RB Specs\\_acc071522.pdf](#)

All Materials shall be sourced from a VDOT approved vendor as listed in the most recent version of “Materials Approved List”.

[January 2026 Materials Approved List](#)

All Materials shall conform to any additional requirements as detailed in the most recent version of the VDOT Materials Manual of Instruction

[Materials Manual of Instructions | Virginia Department of Transportation](#)

### 2.2 Delivery Requirements

2.2.1 The Contractor shall make deliveries of Materials the next business day after an order is placed via County Purchase Order, unless another delivery date is approved by the County. Deliveries shall be during normal hours of operations, 8 a.m. to 4:30 p.m., Monday through Friday, except for County observed holidays and closings, unless otherwise approved by the County.

2.2.2 The Contractor shall tailgate spread deliveries when requested by the County at no additional charge.

2.2.3 If the County does not request tailgate spread, then deliveries shall be stockpiled in a location designated by County staff.

2.2.4 Deliveries shall be made in a neat and business-like manner.

2.2.5 Contractor is responsible for cleaning up spills incidental to deliveries at Contractor’s expense.

2.3 The County reserves the right to pick up Materials from the Contractor with County furnished vehicles. Pricing must be provided for both delivery and pick-up, though award will be determined by the lowest price for delivered pricing.

### **3. DELIVERY LOCATIONS**

#### **3.1 DELIVERY LOCATIONS**

Delivery of Materials shall be made to the following locations, specified at the time of order.

##### **3.3.1 GRIFFIS-WIDEWATER**

Smith Lake Water Treatment Facility  
360 Doc Stone Road  
Stafford, VA 22556

Smith Lake Park  
358 Doc Stone Road  
Stafford, VA 22556

##### **3.3.2 GARRISONVILLE**

Embrey Mill Park  
1600 Mine Road  
Stafford, VA 22554

Autumn Ridge Park  
500 Eustace Road  
Stafford, VA 22554

Woodlands Pool  
2 Northampton Blvd  
Stafford, VA 22554

##### **3.3.3 HARTWOOD**

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

Willowmere Park  
21 Willowmere Pond Road  
Stafford, VA 22556

Curtis Memorial Park  
58 Jesse Curtis Lane  
Fredericksburg, VA 22406

Musselman Park  
275 Enon Road  
Fredericksburg, VA 22406

#### 3.3.4 AQUIA

Field Operations  
71 Coal Landing Road  
Stafford, VA 22554

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

Stafford County Landfill  
489 Eskimo Hill Road  
Stafford, VA 22554

Aquia Landing Park  
2846 Brooke Road  
Stafford, VA 22554

Courthouse Community Center  
29 Stafford Avenue  
Stafford, VA 22554

Government Island Park  
191 Coal Landing Road  
Stafford, VA 22554

Patawomeck Park  
25 Chopawamsic Parkway  
Stafford, VA 22554

Carl Lewis Community Center  
154 Telegraph Road  
Stafford, VA 22554

#### 3.3.5 FALMOUTH

Chichester Park  
125 Ralph Williams Drive  
Fredericksburg, VA 22405

Rowser Annex  
1729 Jefferson Davis Highway  
Stafford, VA 22554

Stafford Civil War Park  
400 Mt. Hope Church Road  
Stafford, VA 22554

#### 3.3.6 GEORGE WASHINGTON

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

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

- 3.3.7 Additional delivery locations within Stafford County may be added at the County's discretion.

#### **4. AWARD**

##### **4a. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.**

The contract will be awarded to the lowest responsive and responsible bidders per Lot for delivered pricing. The bidder must fill out pricing for each item in the lot to be considered for that lot.

- a. A responsive bidder shall mean a bidder who has submitted a bid which conforms, in all material respects, to the bidding documents.
- b. Responsible bidder shall mean a bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will ensure good faith performance. In determining responsibility, the following criteria will be considered:
  - i. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
  - ii. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - iii. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - iv. The quality of performance of previous contracts or services. For example, the following information will be considered:
    1. The administrative and consultant cost overruns incurred by County on previous contracts with bidder,
    2. The bidder's compliance record with contract general conditions on other projects,
    3. The submittal by the bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
    4. The bidder's record for completion of the work within the contract time or within contract milestones and bidder's compliance with scheduling and coordination requirements on other projects,
    5. The bidder's demonstrated cooperation with the County, Engineer and other contractors on previous contracts,
    6. Whether the work performed and materials furnished on previous contracts was in accordance with the contract documents, and
    7. Whether the work performed on other contracts was of high quality;
  - v. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services;
  - vi. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

- vii. The quality, availability and adaptability of the goods or services to the particular use required;
  - viii. The ability of the bidder to provide future maintenance and service for the warranty period;
  - ix. The number and scope of the conditions attached to the bid;
  - x. Whether the bidder is in arrears to Stafford County on debt or contract or is a defaulter on surety to Stafford County or whether the bidder's Stafford County taxes or assessments are delinquent; and
  - xi. Such other information as may be secured by the County, having a bearing on the decision to award the contract, to include, but not limited to:
    - 1. The ability, experience and commitment of the bidder to properly and reasonably plan, schedule, coordinate and execute the work,
    - 2. Whether the bidder has ever been debarred from bidding or found ineligible for bidding on any other projects.
- c. The purpose of the above is to enable the County, in its opinion, to select the bid which is in the best interests of the County. The ability of the low bidder to provide the required bonds will not of itself demonstrate responsibility of the bidder.
- d. The County reserves the right to require from the bidder: (1) submissions of additional references, to include a listing of previous and current projects and (2) financial statements indicating current financial status prepared in accordance with generally accepted accounting principles, by a CPA licensed to do business in Virginia.

5. **PRE-BID CONFERENCE**

INTENTIONALLY LEFT BLANK.

6. **SITE VISIT**

INTENTIONALLY LEFT BLANK.

7. **BID CHECKLIST**

7a. Bidders are required to include the following with their bid. Failure to provide these items **will** result in rejection of the bid.

- A. IFB Coversheet
- B. Attachment A - Pricing Schedule

7b. Bidders are requested to include the following with their bid. Failure to provide these items **may** result in rejection of the bid.

- A. Reference List
- B. Certification of Safety Violations Form
- C. SWAM Vendor Data Form
- D. State Corporation Commission Form
- E. ICT Accessibility Certification Form
- F. Any IFB Addenda

## 8. **BIDDER'S INSTRUCTIONS**

- 8a. **BID FORMS.** Unless otherwise specified in the solicitation, all bids must be (i) submitted on the forms provided by the County, including the bid Cover Sheet and Pricing Schedule(s); and (ii) properly signed in the identified spaces.
- 8b. **ACCEPTANCE OF BIDS/BINDING 90 DAYS.** Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
- 8c. **BID OPENING.** All bids received in response to an Invitation for Bid (IFB) will be opened at the date and time specified, read publicly via WebEx, and made available for inspection. The Total Response amount will be read aloud during the public bid opening.

If an emergency, unanticipated event, or closing of Stafford County offices interrupts or suspends normal County business operations so that the bid opening cannot be held, then bids will be opened at the same time of day specified on the first work day that normal Stafford County business operations resume.

**Microsoft Teams Meeting Information:**  
[26103 Bid opening](#) | [Meeting-Join](#) | [Microsoft Teams](#)

Tabulations of bids received are posted on eVA.

### 8d. **MODIFICATION OR WITHDRAWAL OF BID.**

- A. **Clerical Mistake.** A bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith and the mistake was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.
- B. **Clerical and Judgement Mistake.** If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

- C. **Notice.** The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- D. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%).
- E. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

**8e. LATE BIDS.**

- A. Bids will not be available for upload to eVA after the date and time set for receipt of bids. Late bids will not be considered.

**8f. CONDITIONAL BIDS.** Conditional bids may be rejected in whole or in part.

**8g. BIDS FOR ALL OR PART.** The Procurement Director reserves the right to make award on all items in the aggregate or by lot within the aggregate, whichever is in the best interest of the County. A bidder may restrict its bid to consideration in the group aggregate by so stating, but must name a single unit price on each item for each lot bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item within a lot may not be considered for award.

**8h. ERRORS IN BIDS.** When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if its bid is accepted.

**8i. OMISSIONS & DISCREPANCIES.** Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by the County; or (ii) are omitted by the County from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications. If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify the Contracts Officer by the due date and time for Questions listed on the first page of this IFB, and prior to the date set for the opening of bids.

**8j. NEGOTIATION WITH RESPONSIBLE AND RESPONSIVE BIDDER.** If the bid of the lowest responsive and responsible bidder exceeds the available funds for such project, the Procurement Director or designee may negotiate with the apparent low bidder in order to obtain a contract price within available funding limits.

**Such negotiation may include, but is not necessarily limited to:**

- A. Reduction of scope, goods, services, insurance, or construction procured.
- B. Adjustment of the bid price.
- C. Substitution of materials.

- D. Changes in the period for project completion.
- E. The conditions and procedures for such negotiations shall be as set out in the Procurement Policies and Regulations Stafford County, Virginia, as last revised (“Stafford County Procurement Policy”).

Notwithstanding the foregoing, the Procurement Director has the right to cancel any solicitation, to reject any or all bids, even after negotiations with the low bidder and to waive any informality in bids.

- 8k. DEBARMENT.** By submitting a bid, the bidder is certifying that he/she is not currently debarred by the State.
- 8l. TAX EXEMPTION.** The County is exempt from the payment of any federal excise or any Virginia sales tax. Stafford County's Federal Excise Tax Exemption Number is **0001910140**.
- 8m. PROHIBITION AGAINST UNIFORM PRICING.** The Procurement Director encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement authorized by Stafford County Procurement Policy and VPPA. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.
- 8n. COOPERATIVE PURCHASING** This procurement is being conducted by the County in accordance with the provisions of Virginia Code § 2.2-4304, as amended. If agreed to by the contractor, other public bodies may utilize this contract, except for (1) contracts for architectural and engineering services; or, (2) construction contracts. The contractor shall deal directly with any public body it authorizes to use the contract. The County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Stafford County contract. The County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- 8o. OFFICIALS NOT TO BENEFIT.** Each bidder shall certify, upon signing a bid, that to the best of their knowledge no Stafford County official or employee having official procurement responsibility as provided in Article 6 of the Stafford County Procurement Policy, or member of their immediate family, has received or will receive any financial benefit of 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 disclosed with the bid 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.
- 8p. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH.** A bidder 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 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 of the Code of Virginia 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 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 Article is granted by the County Administrator ([https://cisiweb.scc.virginia.gov/z\\_container.aspx](https://cisiweb.scc.virginia.gov/z_container.aspx)).

- 8q. W-9 FORM.** In the event of a contract award, this information is required in order to issue purchase orders and payments the bidder. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

**9. METHOD OF PAYMENT**

The Contractor will be paid on the basis of invoices submitted. Payments will be made thirty (30) days after receipt of a proper invoice or receipt of goods or services, whichever is later. The Department will have the option of paying the Contractor in less than thirty (30) days if a discount is offered for expedient payment.

Invoices shall be submitted to the following address:

County of Stafford, Virginia  
Department of Utilities  
Attn: Mark Gunderson  
P.O. Box 339  
Stafford, VA 22555

**10. GENERAL CONDITIONS**

- 10a. BRAND NAME OR EQUAL ITEMS.** Unless otherwise provided in the IFB, 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 that the County in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

- 10b. SPECIFICATIONS.** When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification. The bidder must abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any

articles, material, or workmanship to be in accordance with laws, ordinances, building codes, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

**10c. SUBCONTRACTS.** No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

**10d. VIRGINIA FREEDOM OF INFORMATION ACT.** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act, Virginia Code § 2.2-3700 et seq., except as provided below:

- A. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- B. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.
- C. The County reserves the right to impose restrictions over the inspection of procurement transaction records to ensure the security and integrity of the records.
- D. Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.) if the bidder has (i) invoked the protections of this section prior to or upon submission of the data or other materials, (ii) identified the data or other materials to be protected, and (iii) stated the reasons why protection is necessary. When applicable, bidder shall submit the Trade Secret / Proprietary Information Identification Form with his/her bid. A bidder shall not designate as trade secrets or proprietary information (a) an entire bid; (b) any portion of a bid that does not contain trade secrets or proprietary information; or (c) line item prices or total bid prices.

**10e. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS:** A written award mailed, emailed, or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall result in a binding contract. The following documents, which are included in the solicitation, are incorporated by reference in and made part of the resulting contract: a. Instructions for Bidders and Attachments; b. any Special Provisions and Specifications; c. Pricing Schedule; e. Any Addenda/Amendments.

**10f. TIE-BIDS:**

- a) When two or more responsible bidders submit bids, which are responsive and contain identical prices, preference shall be given to the bidder whose principal place of business is in Stafford County ("Stafford County bidder"). In the event that there is no Stafford County bidder, or that this does not resolve the tie, preference shall be given to the bidder

whose principal place of business is in the Commonwealth of Virginia ("Virginia bidder").

- b) In the event that there is no Virginia bidder, or that this does not resolve the tie, preference shall be given to bidders that produce the goods or services in the Commonwealth of Virginia, otherwise the tie shall be decided by lot.
- c) Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered.
- d) Notwithstanding the provisions of subsections (a) and (b), in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been considered, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
- e) For the purposes of this section, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

**10g. DEFINITE BID QUANTITIES:** Intentionally Omitted.

**10h. REQUIREMENT BID QUANTITIES:** On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

**10i. SMALL, WOMEN-OWNED, MINORITY-OWNED, SERVICE DISABLED VETERAN-OWNED BUSINESS AND EMPLOYMENT SERVICE ORGANIZATIONS.** The County strongly encourages increasing opportunity for use of these businesses in all aspects of procurement to the maximum extent feasible. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women, minority, service disabled veteran-owned businesses and employment service organizations.

**10j. DELIVERY FOB DESTINATION.** All goods shall be delivered FOB Destination to the County Using Department, at the time and place specified in the contract documents. Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made.

**10k. INSPECTION-ACCEPTANCE:** Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a

reasonable time. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**10l. GUARANTEES & WARRANTIES.** All guarantees and warranties required shall be furnished by the bidder and shall be delivered to the Procurement Director before contract execution. Unless otherwise stated, manufacturer's standard warranty applies.

**10m. INSURANCE.** In addition to any other forms of insurance or bonds required in the Specifications, the Contractor shall provide and maintain the following insurance:

- A. Workers' Compensation and Employer's Liability: Workers' Compensation insurance in accordance with statutory requirements, and Employer's Liability insurance in limits of not less than \$500,000 (each employee) or a maximum limit of \$1,000,000, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
- B. Automobile Liability: A minimum of \$2,000,000 combined single limit for each occurrence for property damage liability and bodily injury liability including death in Automobile Liability coverage. The policy shall cover all persons involved, at any time, and arising out of the ownership, maintenance, or use of owned, non-owned, borrowed, leased, rented, or hired automobiles. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under a standard Automobile Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
- C. Comprehensive General Liability: Comprehensive General Liability insurance at a minimum \$1,000,000 per occurrence, written on an occurrence basis, including ongoing and completed operations; contractual liability; and \$2,000,000 general aggregate. In addition, Comprehensive General Liability policy shall include a per project aggregate endorsement. Completed project aggregate endorsement shall continue in force for three (3) years following completion of the Contract.
- D. INTENTIONALLY OMITTED
- E. Additional insurance provisions that apply to all Contracts include:
  - (i) Additional Insured: The Stafford County Board of Supervisors, its officers, employees, agents, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above, and it shall be stated on the insurance certificate that this coverage "is primary and non-contributory to all other coverage the County may possess."
  - (ii) Liability Insurance "Claims Made" basis: If the liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The contractor must either:
    - 1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub contractor's work under the contract, or
    - 2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of the contract and evidence the

purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

- (iii) Excess or Umbrella Liability Policy: Liability insurance may be arranged by Comprehensive General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

- F. All contractors shall provide shall provide thirty days (30) notice of cancellation of any insurance policy. Each of the policies shall include a waiver of subrogation against Stafford County, its officers, employees, agents and volunteers.
- G. The insurance specified herein shall be with an insurance company acceptable to the parties hereto and licensed to do business in the Commonwealth of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the subcontractor to cover their operation.
- H. Current insurance certificates documenting compliance with these coverage requirements shall be provided to the Procurement Director prior to the award of any contract.

## **11. BIDDER REMEDIES**

**11a. APPEAL OF DENIAL OF WITHDRAWAL OF BID.** The County Administrator or a designee shall hear appeals of protests to the Director of Finance decision for refusal to allow withdrawal of bids. The County Administrator or a designee shall provide for a hearing, the opportunity to present pertinent information and shall issue a written decision containing findings or facts. The findings of fact shall be final and conclusive and shall not be set aside unless the same are fraudulent or arbitrary or capricious, or so grossly erroneous as to imply bad faith. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely manner. A bidder may not institute legal proceedings until all administrative remedies as set forth herein or as required by the ordinances or resolutions of Stafford County have been exhausted.

### **11b. APPEAL OF DETERMINATION OF NONRESPONSIBILITY.**

- A. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder, shall be notified in writing by the Director of Finance of (i) the results of the evaluation, (ii) disclose the factual support for the determination, and (iii) allow the apparent low bidder an opportunity to inspect any documents that relate to the determination, if so requested by the bidder within five business days after receipt of the notice.
- B. Within ten business days after receipt of the notice, the bidder may submit rebuttal information challenging the evaluation. The Director of Finance shall issue its written determination of responsibility based on all information in the possession of the County, including any rebuttal information, within five business days of the date the County received the rebuttal information. At the same time, the Director of Finance shall notify, with return receipt requested, the bidder in writing of its determination. The determination of nonresponsibility shall be final unless the bidder appeals the decision within ten days after receipt of the determination.

- C. If, upon appeal to the County Administrator or his designee, it is determined that the decision of the Director of Finance, was arbitrary or capricious, or otherwise in error and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question.
- D. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

**11c. PROTEST OF AWARD OR DECISION TO AWARD.**

- A. Any bidder may protest the award or decision to award a contract by submitting a protest in writing to the Director of Finance no later than ten (10) calendar days after the award or the announcement of the decision to award, whichever occurs first; provided, however, that no protest shall lie for a claim that the selected bidder is not a responsible bidder. The written protest shall include the basis for the protest and the relief sought. The Director of Finance shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder appeals within ten (10) calendar days of receipt of the written decision.
- B. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Director of Finance shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the Director of Finance may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- C. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.
- D. An award need not be delayed for the period allowed a bidder to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

**12. CONTRACTUAL TERMS AND CONDITIONS**

- 12a. PAYMENT.** Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. The County reserves the right to withhold any or all payments or

portions thereof for contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.

- 12b. PARTIAL PAYMENTS.** Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date.
- 12c. PAYMENT FOR EQUIPMENT AND INSTALLATION.** When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made based on 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the contractor or if the equipment must be installed but testing is not required, payment may be made based on 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.
- 12d. PRICE INCREASES.** Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the contractor. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the most recent contract term by PPI, Series ID WPS 132101 for nonmetallic mineral products – construction sand, gravel and crushed stone, seasonally adjusted, or 3%, whichever the lesser.
- 12e. MOST FAVORED NATION.** If the contractor makes a general price reduction for any material covered by the IFB to customers generally, an equivalent price reduction shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (i) to contractor's customers generally, or (ii) in the contractor's price schedule for the class of customers (i.e., wholesalers, jobbers, or retailers), which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price is not a "general price reduction" under this provision. The contractor shall submit its invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The contractor will also within ten (10) days of any general price reduction notify the Procurement Director of such reduction by letter. Failure to do so may result in termination of the contract.
- 12f. PRICE RENEGOTIATION.** The County reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the contractor a reduction in the compensation paid to the contractor that is less than the compensation initially agreed to by the contractor and the County at the time of contract execution/issuance of the purchase order. The County may initiate such negotiations whenever the County determines that it is in the County's best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary; the County may terminate the contract/purchase order immediately and without penalty if the County is unable to renegotiate the compensation with the contractor to an amount which the County determines to be appropriate.

- 12g. CONTRACT EXTENSION.** The County has the right to extend any contract(s) awarded as a result of this IFB for up to one hundred eighty (180) days following any term on the contract.
- 12h. NON-APPROPRIATION OF FUNDS.** The obligations of the County to pay compensation due to the contractor pursuant to the contract or any other payment obligations under any contract awarded pursuant to this contract are subject to appropriations by the Stafford County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide contractor with written notice of non-appropriation of funds 30 days after action is completed by the Board of Supervisors, but failure to give such notice shall be of no effect and the County shall not be obligated under the contract beyond the date of termination specified in the County's written notice.
- 12i. TERMINATION FOR CONVENIENCE.** A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Procurement Director determines that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
- 12j. TERMINATION OF CONTRACT FOR CAUSE.** If, through any cause, the contractor fails to fulfill in a timely and proper manner its obligations under the contract, or if the contractor violates any of the covenants, agreements, or stipulations of the contract, the County shall have the right to terminate the contract. Any such termination shall be effected by mailing or delivery to the contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the contractor under the contract shall, at the option of the County, become its property and the contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Termination of the contract for cause does not relieve the contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the contractor until such time as the exact amount of damages due to the County from the contractor is determined.
- 12k. DELIVERY/SERVICE FAILURES.**
- A. In case any items are defective in material or workmanship or otherwise not in conformity with the requirements of the, the County shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction.
  - B. Items which have been rejected or required to be corrected shall be removed or, if permitted or required by the Procurement Director, corrected in place by and at the

expense of the contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed.

- C. If the contractor fails promptly to remove such items which are required to be removed or promptly to replace or correct such items, the County may either (i) by contract amendment or otherwise, replace or correct such items and contractor shall reimburse the County, within a reasonable time specified by the Procurement Director, for any reasonable expense incurred in excess of the contract prices; or terminate the contract for default as provided below.
- D. Unless the contractor corrects or replaces such items within the delivery schedule, the Procurement Director may require the delivery of such items at a reduction in price, which is equitable under the circumstances.
- E. Acceptance or rejection of the goods shall be made as promptly as practicable after delivery, except as otherwise provided in the contract; but failure to inspect and accept or reject goods shall neither relieve the contractor from responsibility for such goods as are not in accordance with the contract requirements nor impose liability on the County. The inspection and test by the County of the goods does not relieve the contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance.

**12l. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS.** It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Procurement Director. In no case shall such assignment of contract relieve the contractor from its obligations or change the terms of the contract.

**12m. PAYMENTS TO SUBCONTRACTORS.**

- A. The contractor is obligated to take one of the two following actions within seven days after receipt of amounts paid to the contractor by the County for work performed by any subcontractor under the contract (i) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under the Contract; or (ii) Notify the County and the subcontractor, in writing, of the contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- B. The contractor is obligated to pay interest to the subcontractor on all amounts owed by the contractor to the subcontractor that remain unpaid after seven days following receipt by the contractor of payment from the County for work performed by the subcontractor under the contract, except for amounts withheld as allowed in subparagraph (ii), above. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent per month.
- C. The contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The contractor's obligation to pay an interest charge to a subcontractor pursuant to this paragraph may not be construed to be an obligation of the County. A contract modification may not be made for the purpose of

providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

- D. All contractors, if a proprietorships, partnerships, and/or corporations, shall provide the County with its federal employer identification number, or if an individual contractor, their social security number.

**12n. AUDIT OF RECORDS.** The parties agree that County or its agent must have access to and the right to examine any books, documents, papers, and records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of five (5) years after final payment. The contractor must include this requirement in all subcontracts related to the contract.

**12o. GENERAL GUARANTY.** Contractor agrees to:

- A. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the contractor is not the patentee, assignee, licensee or owner.
- B. INTENTIONALLY OMITTED
- C. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- D. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- E. Pay for all necessary permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
- F. Protect the County from loss or damage any County-owned property while it is in the custody of the contractor.

**12p. SERVICE CONTRACT GUARANTY.** Contractor agrees to:

- A. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
- B. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- C. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable government rules, regulations, methods, and procedures.
- D. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

- E. Stipulate that the presence of County staff shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the contractor for infraction thereof. County staff are not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the staff to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Procurement Director.

**12q. INDEMNIFICATION.**

- A. General Indemnification: Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against claims that may accrue or arise against the County as a result of the granting a contract, if the claim was caused by the negligence or error, or omission of the contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the claim. If, related to a claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this contract.

**B. INTENTIONALLY OMITTED**

- C. Right to Participate in Defense. The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases contractor must obtain the County's prior written consent before entering into such settlement or resolution.
- D. No Indemnification by the County. The parties agree that under applicable law the County cannot indemnify or defend the contractor. To the extent any promise or term contained in this contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this contract and of no effect.

- 12r. CONTRACTOR STATUS.** The contractor is an independent contractor and neither the contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants, partners, or agents of the County except for such purposes as may be specifically enumerated herein, nor shall anything contained in the contract be construed to create any partnership or joint venture between the parties. The contractor is solely responsible for the employment, selection, management, and supervision of its own participants and for ensuring that its participants abide by all applicable rules for security, safety and general conduct. The contractor shall maintain

exclusive control over its operations. The County will not provide to the contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

**12s. NON-DISCRIMINATION.** During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 non-discrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will include the provisions of the foregoing paragraphs A, B, and C above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

**12t. DRUG FREE WORKPLACE.** During the performance of a 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 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 a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, 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.

**12u. FORCED AND INDENTURED CHILD LABOR PROHIBITION**

In accordance with Virginia Code § 2.2-4311.3, as amended, contractor agrees to:

- a. Prohibit the use of forced or indentured child labor in the performance of the contract; and
- b. Include such prohibition in every subcontract or purchase order that exceeds \$10,000, so that the prohibition will be binding upon each subcontractor or vendor. For the purposes of this section, "forced or indentured child labor" means all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person

does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

**12v. IMMIGRATION REFORM AND CONTROL ACT.** Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

**12w. ACCESSIBILITY.**

- A. Compliance Requirement. All information and communications technology (ICT) purchased or upgraded pursuant to this Contract for use by the County shall comply with all technical and other standards for digital accessibility applicable to local governments under Title II of the Americans with Disabilities Act (“ADA”) and with any technical or other standards required by Virginia law, including but not limited to the Information Technology Access Act, §§ 2.2-3500 through § 2.2-3505 of the Code of Virginia.
- B. Certification or Documentation. For ICT delivered under this Contract that will be used by the County or made available to the public, Supplier must certify that the ICT conforms with “accessibility,” as that term is defined in Virginia Code § 2.2-3501. If the supplier cannot certify full conformance of accessibility, the Supplier must provide:
  - 1) a Supplier-paid and completed Accessibility Conformance Report (as that term is defined in Virginia Code § 2.2-3501) indicating the level of conformance with accessibility for the ICT being procured; and
  - 2) a Supplier-paid and completed Vendor Accessibility Roadmap (as that term is defined in Virginia Code § 2.2-3501) documenting any areas of nonconformance and including a timeline for each nonconforming area's completion.
- C. No Waiver of Supplier Obligations. Consistent with 28 C.F.R. §35.201 and 36 C.F.R. Part 1194, Appendix A, § E202, the County may, in its sole discretion, procure non-accessible ICT, if such procurement does not result in individuals with disabilities being denied the benefit of any program, service, or activity. This discretion does not waive Supplier’s obligations to comply with accessibility requirements and provide required certifications or documentation at no additional cost to the County.
- D. Enforcement and Remedies. Failure to meet these standards shall constitute breach of contract, entitling the County to any and all remedies available in law and equity, and as provided in this contract, including but not limited to, the right of the County to obtain alternate performance of the obligations in this contract by another vendor at Supplier’s expense.

**12x. CONTRACT ALTERATIONS:** The contract documents set forth the entire agreement between the County and the contractor. The County and the contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the contract documents. No contract document may be amended unless in writing, signed by the parties hereto, and approved as to form by the County Attorney.

**12y. CONTRACTUAL DISPUTES.**

- A. Any dispute concerning a question of fact as a result of the contract shall be decided by the County Administrator, or 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 designee, shall be final and conclusive unless the contractor appeals the decision as provided in the Code of Virginia (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 designee, fails to render such a decision within the time specified.

- B. The contractor's contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator, or 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 goods and/or services. Pendency of claims shall not delay payment of amounts agreed due in the invoice for final payment.

**12z. LEGAL ACTION.** No bidder or potential bidder, or contractor shall institute any legal action until all statutory requirements have been met.

**12aa. VENUE.** This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Stafford County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

**12bb. GRANT AND FEDERAL FUNDS PROVISION.** When a project or purchase of goods and services is funded in part or all by grant funds, the Contractor shall observe all rules and regulations according to the grant fund award documentation. Contractor has the responsibility to comply with all grant fund reporting requirements and any or all award documentation terms and conditions. In addition, the project or purchase of goods or services funded in whole or in part by the federal government are subject to the requirements of 2 C.F.R. §§ 200.317 – 200.326 and 2. C.F.R. Part 200, Appendix II, as amended.

### **13. SPECIAL TERMS AND CONDITIONS**

#### **13a. SITE WORK.**

- A. Each Bidder shall acquaint himself thoroughly as to the character and nature of the work to be done. Each bidder furthermore shall make a careful examination of the site of the work and inform himself fully as to the difficulties to be encountered in the performance of the work, the facilities for delivering; storing and placing materials and equipment, and other conditions relating to construction and labor.
- B. No plea of ignorance of conditions that exist prior to submission of bids, or may hereafter exist on the site of the work subsequent to the Notice to Proceed, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the successful bidder to fulfill in

every detail all the requirements of the IFB documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.

- C. Insofar as possible or as required by the IFB documents, the successful bidder, in carrying out his work, must employ such methods or means as will not cause interruption of or interference with the work of the County or any separate contractor.

**13b. GUARANTEE OF WORK.** Unless otherwise provided in the Specifications, all materials and workmanship shall be guaranteed for a period of twelve (12) months after final acceptance by the County and repairs necessary shall be made by the Contractor at his expense.

**13c. LICENSES, PERMITS, AND FEES:** Licenses, Permits, and Fees: All bids submitted shall have included in the price the cost of any business and professional licenses, permits, or fees required by the County or the Commonwealth of Virginia.

**13d. USE OF PREMISES AND DEBRIS REMOVAL.**

- A. The contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by the operations. The contractor shall maintain all access roads and walks clear of debris, materials and equipment during the course of the work. All streets, drives, walks, fences, trees, poles, antennae and the like where disturbed, removed or damaged shall be replaced, returned or repaired such that the facility and its appurtenances are left in the same condition after completion of the work as it was before operations began.

- B. Debris shall be disposed of by the end of every working day and not stockpiled. Beverage cans, bottles, lunch refuse, cigarette debris, etc. will not be tolerated on the job site except by immediate and proper removal of the same on a daily basis. At the completion of the work, the Contractor shall remove all waste materials and rubbish from and about the project site as well as all tools, construction equipment, machinery and surplus materials. The County does not supply trash containers for debris disposal.

**13e. WORKSITE DAMAGES.** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of the contract shall be repaired, to the County's satisfaction, at the contractor's expense.

**13f. SAFETY.**

- A. It shall be required that each bid submitted to the County for a contract for construction, alteration, and/or repairs, including painting or decorating of a building, highway, street, bridge, sidewalk, culvert, sewer, excavation, grading, or any other construction, include a list of all the following actions which have become final in the three years prior to the bid submission:
1. Willful violations, violations for failure to abate, or repeated violations, for which the bidder was cited by (a) the United States Occupational Safety and Health Administration; (b) the Virginia Occupational Safety and Health Administration; or (c) the occupational safety and health plan for any other public jurisdiction; or
  2. Three (3) or more serious construction safety violations for which the bidder was cited by the (a) United States Occupational Safety and Health Administration; or (b) the Virginia Occupational Safety and Health

- Administration; or (c) the occupational safety and health plan from any other public jurisdiction.
3. Termination of a contract between the contractor and any public entity by their purchasing agent or his designee for safety violations.
- B. If the bidder has not received or been the subject of any such violations referenced in paragraph A in the three (3) years prior to the bid submission, then the bidder shall so indicate by certification on the bid form entitled Certification of Safety Violations. The bidder will also indicate on this form each state in which work was performed in the three (3) years prior to the bid submission.
- C. No bidder or contractor may bid on a County construction contract who has been the subject of any citations for the type and number of violations listed in aforementioned paragraph A, which have become final within the three (3) years prior to the bid submission.
1. Notwithstanding the language of paragraph C, above, any bidder or contractor who has been the subject of a violation, as described in paragraph A.1, which has become final in the three (3) years prior to the bid submission, may bid, if the bidder or contractor meets the eligibility criteria set forth in paragraph E, below.
  2. Notwithstanding the language of paragraph C, above, any bidder or contractor who has been the subject of the type and number of violations as described in paragraph A.2, which have become final within three (3) years prior to bid submission, may bid, if the bidder or contractor meets the eligibility criteria in paragraph E, below.
  3. Notwithstanding the language of paragraph C, above, any bidder or contractor who has previously been terminated from a public contract, as described in paragraph A.3, within three (3) years prior to the bid submission, may bid, if the bidder or contractor meets the eligibility criteria in paragraph E, below.
- D. Prior to bidding on a project, under the provisions of paragraph C above, a contractor may request that a determination be made by the County's Director of Finance, regarding their eligibility to submit a bid on a contract under the terms of this resolution. However, this request for determination and any subsequent adjudication process must be completed prior to submitting a bid on any project and the request for determination must be received by the County's Director of Finance no later than twenty-one (21) days before bids are due unless otherwise stated in the Invitation to Bid. A notice of the bidder's request for determination of eligibility will be posted publicly for comments by any interested party. The bidder's request for determination of eligibility and all supporting documentation provided by the bidder to the County in support of its request shall be open to the inspection of any interested person, firm or corporation in accordance to the requirements of the Virginia Freedom of Information Act.
- E. At the request of the Procurement Director or designee, the County shall evaluate a contractor's eligibility. Contractors may be subject to a special audit of their safety records as required. The criteria used by the County in evaluating contractor's eligibility shall include but not be limited to the following:
1. Corrective action taken by a bidder or contractor to prevent the recurrence of safety violations.
  2. Days Away From Work Incident Rate for the past three (3) years.
  3. Summary of Work-Related Injuries and Illnesses/Incident Rate for the past three (3) years.

4. Worker's Compensation Experience Modification Rating for the past three (3) years.
  5. Fatality record for the past five (5) years.
  6. Detailed information regarding the firm's safety program including but not limited to a Safety and Health plan and qualifications of the safety personnel.
  7. Verification that management staff directly in charge of projects that experienced safety violations listed in aforementioned paragraph A will not be involved in the County project.
  8. Incorporation of safety and health related issues into their new employee orientation programs.
  9. Incorporation of work safety as a part of an employee's performance evaluation.
  10. Support of safety related matters by senior/corporate management. Does the firm have a safety policy statement signed by a member of senior/corporate management?
  11. Designation of a full time Safety Manager. Does this person report to a high level, authoritative position within the Company?
  12. Frequency and type of safety inspections conducted at work sites.
  13. The number and type of safety training programs conducted for employees.
  14. Frequency of safety "tailgate meetings" conducted by the firm.
  15. Designation of an active safety committee, frequency of their meetings and list of members of the committee.
  16. Active membership in a recognized construction safety organization.
- F. The determination of eligibility rendered by the Procurement Director or her designee shall be final unless it is appealed within 10 days to the County Administrator in accordance with Article 1.25.
- G. It shall be a condition of each County construction contract, as discussed above, that no contractor or subcontractor contracting for any part of the contract work shall require any laborer, mechanic, or other person employed in the performance of the contract to work in surroundings or under working conditions which are hazardous or dangerous to his safety, as determined under construction safety standards promulgated by the U.S. Department of Labor or the Virginia Department of Labor and Industry.
- H. The contractor awarded a County construction contract shall certify in writing that they will not knowingly, willfully, or recklessly employ or contract with any person, company, corporation, or any other entity for services pursuant to that contract if such person, company, corporation, or other entity could not have been awarded such contract due to the restrictions in paragraph C, above.
- I. The contractor shall also certify in writing that all safety related information provided in accordance with this section is complete, accurate and truthful.
- J. The failure to provide information requested pursuant to this section or the failure to conform to the certification requirements of this section shall be grounds for disqualifying a prospective bidder.
- K. The County may impose the following sanctions upon a contractor who willfully submits any false or misleading certification or information regarding material facts in connection with submissions pursuant to this section, or willfully omits any

certification or information regarding material facts. The term willful shall include intentional or reckless acts or omissions.

1. Disqualify the prospective bidder from bidding a contract;
2. Debar the contractor from bidding future contracts for a period not to exceed three (3) years;
3. Terminate the contract awarded to the bidder after providing notice and opportunity to be heard.

**13g. PREFERENCE FOR ENERGY-EFFICIENT AND WATER-EFFICIENT GOODS:** When in the course of procuring goods, if two or more bids for products that are Energy Star certified, meet Federal Energy Management Program (FEMP) designated efficiency requirements, appear on FEMP's Low Standby Power Product List, or are Water Sense certified, the County may only select among those bids unless, before selecting a different bid, the County provides a written statement that demonstrates the cost of the products that are Energy Star certified, meet FEMP-designated efficiency requirements, appear on FEMP's Low Standby Power Product List, or are Water Sense certified was unreasonable.

**13h. FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Contract impracticable, Stafford County may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to Stafford County under this Contract.

Prior to Stafford County agreeing to a price increase pursuant to this Section, the contractor must provide to Stafford County, the following documentation, all of which must be satisfactory to Stafford County:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to Stafford County under this Contract, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow Stafford County to verify that the tariff is the cause of the price change.
- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by Stafford County at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Contract without such price increase.
- as requested by Stafford County, written instructions authorizing Stafford County to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If Stafford County agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Contract:

- During the Term and for five (5) years after the termination of this Contract, contractor shall retain, and Stafford County and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Contract and contractor's costs for providing goods to Stafford County, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.
- In the event the import duty or tariff is repealed or reduced prior to termination of this Contract, the increase in Stafford County's contract price shall be reduced by the same amount and adjusted accordingly.

Any material misrepresentation of fact by contractor relating in any way to Stafford County's payment of additional sums due to tariffs shall be fraud against the taxpayers of the Commonwealth of Virginia and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

**14. REFERENCES**

The bidder is required to state, in detail, in the space provided below what work of a character similar to that included in the proposed Contract has been done, to give references and such other detailed information as will enable the County to judge his responsibility, experience, skill and financial standing. Bids from Contractors inexperienced in this particular type of work will not be considered.

Please provide in the spaces below, the name(s) of the project(s), a point of contact for each project, and current contact information for the point of contact.

1. 

---

---

---

---
2. 

---

---

---

---
3. 

---

---

---

---
4. 

---

---

---

---
5. 

---

---

---

---

## 15. TRADE SECRETS/PROPRIETARY INFORMATION IDENTIFICATION

***IF NO PROTECTION IS NEEDED STATE "N/A" ON THE TABLE BELOW AND SIGN.***

Trade secrets or proprietary information submitted by any Bidder/Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Bidder/Offeror must invoke the protection of §2.2-4342(F) of the Code of Virginia, in writing, prior to or upon submission of the data or other materials, and must clearly and specifically identify the data or other materials to be protected, and state the reasons why protection is necessary. **The proprietary or trade secret material submitted must be identified by the Bidder/Offeror on the table below.** If the Bidder/Offeror fails to identify any protected information on the table below, the Bidder/Offeror by return of this form, hereby releases the County and all of its employees from any and all claims, damages, demands or liabilities associated with the County's release of such information, and agrees to indemnify it for all costs, expenses and attorney's fees incurred by the County as a result of any claims made by Bidder/Offeror regarding the release of such information. By submitting its bid or proposal, Bidder/Offeror understands and agrees that any language seeking protection from public disclosure, any specific documents or information, unless identified on the table below, are null and void and of no legal or binding effect on the County. The classification of line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Bidder/Offeror refuses to withdraw such a classification designation, the bid/proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

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

Name (print) \_\_\_\_\_ Title (print) \_\_\_\_\_

## 16. SWAM VENDOR DATA FORM

The Procurement Policies and Regulations of Stafford County, Virginia and relevant Federal and State Laws, Orders and Regulations, require Stafford County to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small, Women-Owned, Minority-Owned, Service Disabled Veteran-Owned (SWaM) Business Enterprises and Employment Service Organizations.

### 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.
- (c) is independently owned and operated (not subsidiary of another firm).

#### 2. SWaM Business:

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

- (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 earnings of fifty one (51%) percent or more of such an enterprise.
- (b) SWaM entities shall be defined as provided in Virginia Code § 2.2-4310, as amended.

### PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

SWaM 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): \_\_\_\_\_

**17. VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION.**

The Bidder, \_\_\_\_\_:

☐ is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) -OR-

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **18. ICT ACCESSIBILITY CERTIFICATION FORM**

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

Date of Submission: \_\_\_\_\_

### Section 1: Product Identification

List the Information and Communications Technology (ICT) products or services being provided under this Contract:

Product Name/Version: \_\_\_\_\_

Description: \_\_\_\_\_

### Section 2: Certification of Conformance

Select one of the following options (A or B) that applies to the ICT listed above:

☐ Option A: Full Conformance Certification

Pursuant to Virginia Code § 2.2-3501, the Supplier hereby certifies that the ICT delivered under this Contract fully conforms with all applicable accessibility standards. No areas of nonconformance exist.

Authorized Signature: \_\_\_\_\_

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

☐ Option B: Partial or Non-Conformance (Documentation Required)

The Supplier cannot certify full conformance at this time. The following documents are attached to this certification:

Accessibility Conformance Report (ACR): A completed report (based on the most recent VPAT®) indicating the specific level of conformance for the ICT being procured.

Vendor Accessibility Roadmap: A detailed document identifying areas of nonconformance, the specific steps planned for remediation, and a clear timeline for completion for each item.

### Section 3: Supplier Attestation

I, the undersigned, an authorized representative of the Supplier, hereby certify that the information provided herein and in the attached documentation (if applicable) is true and correct. I acknowledge that this certification does not waive the Supplier's ongoing obligations to comply with the Information Technology Access Act (§§ 2.2-3500 through § 2.2-3505 of the Code of Virginia).

Signature: \_\_\_\_\_

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

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

**END OF BID DOCUMENT**