COUNTY OF SPOTSYLVANIA, VIRGINIA
INVITATION FOR BID (IFB) #20-16-EG
MASSAPONAX WASTEWATER TREATMENT PLANT (WWTP)
INFLUENT PUMP STATION WET WELLS CLEANING
April 10, 2020

Name of Soliciting Public Body:

County of Spotsylvania, Procurement Division
P.O. Box 215
8800 Courthouse Road, 2nd Floor Room 404
Spotsylvania, VA 22553

In an effort for Spotsylvania County to remain proactive, there will be no Pre-Bid Meeting for this project in order to minimize social distancing due to COVID-19.

QUESTIONS DUE DATE AND TIME:

Questions from Bidders must be received by 12 noon, on April 16, 2020. The County is not responsible for verbal clarification of information provided by parties other than staff of the Procurement Division.

BIDS DUE DATE AND TIME:

Sealed Bids Will Be Received until April 23, 2020 at 1:00 PM for Furnishing the Services Described Herein.

Please note at the time of IFB issuance, Spotsylvania County office buildings are closed to the public. Please check for updates prior to submitting a bid to ensure timely delivery to the Procurement Division.

Bids Shall Be Mailed Or Hand Delivered To: (PLEASE REFER TO ATTACHMENT A - COVID-19 INFORMATION TO BIDDERS
Spotsylvania County Procurement Division
P.O. Box 215
8800 Courthouse Road, 2nd Floor Room 414
Spotsylvania, VA 22553

All Inquiries For Information Should Be Directed To:

Elaine Guinn, Procurement Officer I
Phone: (540)507-7599
Email: eguinn@spotsylvania.va.us

All updates are posted on the Spotsylvania County web site at http://www.spotsylvania.va.us/374/Solicitations
It is the responsibility of the vendor to check back for updates.
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ATTACHMENT B - SPOTSYLVANIA COUNTY SPECIFICATIONS
ATTACHMENT C - WET WELL BLUEPRINTS
ATTACHMENT D - BID FORMS
I. PURPOSE

The County of Spotsylvania, VA is seeking bids for services for the removal of accumulated debris from two (2) influent pump station wet wells (confine space) at Massaponax Wastewater Treatment Plant (WWTP) located at 10900 HCC Drive, Fredericksburg, VA 22408 in Spotsylvania County, VA. The successful bidder (Contractor) shall perform the removal of accumulated debris from the two (2) influent pump stations wet wells (confine space) and transport debris to the Livingston Landfill for final disposal. The disposal fees will be waived at the Livingston Landfill located at 6241 Massey Road, Spotsylvania, VA 22551. The successful bidder (Contractor) shall provide all project management, necessary tools, equipment, materials, fuel, insurance, personnel, and supervision to complete the Project as described herein. The successful bidder (Contractor) shall fulfill the obligations of any Contract resulting from this IFB at the direction of Spotsylvania County and follow accordingly all federal, state and local regulations.

II. BASIS OF AWARD

The award of a contract resulting from this Invitation for Bid shall be based on the following criteria submitted from the lowest responsive and responsible bidder:

**Price** - The bids will be evaluated and contract award will be made to the lowest responsive and responsible bidder according to Spotsylvania County Procurement Policy. Contract award will be based on the Total Lump Sum Bid Price, as stated on Attachment D, Bid Form.

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

III. INSTRUCTIONS TO BIDDERS

A. This competitive sealed bidding procurement shall be conducted in accordance with the Spotsylvania County Procurement Policy. The Procurement Policy is available at [http://www.spotsylvania.va.us/377/Spotsylvania-County-Policies](http://www.spotsylvania.va.us/377/Spotsylvania-County-Policies)

B. Bids may be withdrawn at any time before the bid opening. A Bidder wishing to withdraw the bid after bid opening may do so in accordance with Spotsylvania Procurement Policy Section 2-24.

C. Bids must be made by utilizing, initialing and signing Attachment D, Bid Form. The Bid Form (all pages) of this IFB must be completed and returned for a bidder to be considered responsive. Specifications incorporated into this Invitation to Bid should be followed accordingly.

The Response Statement of the Bid Form must be completed in a sufficient manner to allow for a detailed comparison of the IFB Specification and the bidder’s proposed services to ascertain adherence to the Specification. The bidder must explain in the Response Statement any deviations from the Specifications

D. All inquiries for information regarding bid submission requirements or procurement procedures shall be directed to:
Questions must be e-mailed to Spotsylvania County. All responses to inquiries will be in writing in the form of an Addendum and will be posted on the Procurement Division website - http://www.spotsylvania.va.us/374/Solicitations. Questions from Bidders must be received by the time stated on Page 1 of this Invitation For Bid. The County is not responsible for verbal clarification of information provided by parties other than staff of the Procurement Division.

E. Bidders are responsible for familiarizing themselves with all of the requirements stated herein and made part of.

F. All bids must be in a sealed envelope and clearly marked in the lower left hand corner:

   Business/Contractor Name
   Sealed Bid, Spotsylvania County IFB #20-16-EG Massaponax WWTP Influent Pump Station Wet Wells Cleaning
   Bid Opening: 1:00 PM, April 23, 2020
   DO NOT OPEN

G. Bids will be accepted until the time stated on Page 1 of this IFB. Bids will be opened at the Spotsylvania County Procurement Division, 8800 Courthouse Road (the Marshall Center) Spotsylvania, VA 22553. (Refer to Attachment A – Covid-19 Information to Bidders).

The Bidder has the sole responsibility to have their bid received by the Spotsylvania County Procurement Division at the above address and by the above stated time and date. Please note that Federal Express and other overnight delivery services do not guarantee morning delivery to Spotsylvania, Virginia. Next day delivery usually arrives in mid-to-late afternoon. Also, please note that USPS deliveries require additional days from the post office to the Procurement Office. If you will be using one of these services for delivery of your bid, please take this information into consideration.

H. Late Bids shall not be considered. Bids will be returned to bidder unopened if received by special carrier or not accepted if hand delivered by bidder. The time of receipt shall be determined by the time clock stamp in the Procurement Division, Room 414.

Inclement weather: In the event that Spotsylvania County is closed during the scheduled times for a pre-bid (pre-proposal) conference or bid opening; the pre-bid conference or bid opening will occur in the next business day that Spotsylvania County is open at the appropriate times as stated in the IFB. No exceptions will be made in this situation. Please contact the procurement officer as stated in the IFB for information pertaining to this procurement.
I. Specifications incorporated into this Invitation to Bid should be followed accordingly. Bids must be made by utilizing and signing the Bid Form. The bid form must include the total bid price, warranty details, exceptions to the specification (if any), to be considered responsive. The Bid Form (all pages) in its entirety must be completed and returned for a bidder to be considered responsive.

J. All warranties shall commence from the date of Spotsylvania County’s acceptance of the completed work. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Work not conforming to these warranties shall be considered defective. This warranty of materials and workmanship separate and independent from and in addition to any of the contractor’s other guarantees or obligations in this contract.

The minimum warranty/maintenance period for the construction and related accessories shall be at least two years unless otherwise specified in the Specifications incorporated herein and made part of this IFB and shall start from the date of Spotsylvania County’s acceptance of the completed work.

K. As a guideline, Spotsylvania County anticipates the following timetable for selection of a Contractor.

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity/Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 10, 2020</td>
<td>Invitation for Bid Issued</td>
</tr>
<tr>
<td>April 16, 2020</td>
<td>Deadline for Questions is 12:00 noon</td>
</tr>
<tr>
<td>April 23, 2020</td>
<td>Bids Due by 1:00 p.m. Deadline</td>
</tr>
<tr>
<td>May 2020</td>
<td>Anticipated Award</td>
</tr>
</tbody>
</table>

L. Bid price will include freight to the specified delivery location in Spotsylvania County, Virginia, and associated insurance. It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials. The County will not assume any responsibility for receiving these shipments. Contractor shall check with owner and make necessary arrangements for security and storage.

M. Failure to manually sign the bid shall disqualify it. The person signing bid shall show title or authority to bind his firm in a Contract.

N. The prices quoted on the Bid Form shall be firm for 150 days. Prices shall be submitted in the unit of measurement specified on the Bid Form. No separate line item charges shall be permitted for either bidding or invoicing purposes on the items appearing on the Bid Form, which would include but are not limited to equipment rental, detention, demurrage, drop ship charges, local freight, or any other extraneous
charges. Insertion of delivery costs, disclaimers, or limitations of liability, and the like which are not expressly allowed in this IFB will be cause for rejection of the bid.

O. To perform public work in the Commonwealth of Virginia, the successful Bidder (Contractor) and any Subcontractor working for the Contractor shall hold a Contractor's and Business License as required by state law and local ordinances. Bidders are required to be licensed Contractors in the Commonwealth of Virginia in compliance with Title 54.1 of the Virginia Code. The bidder shall show evidence of compliance with these licensing requirements as a condition of the Bid being considered. The Bidder’s Virginia Contractor's License Number shall be listed on the Bid Form of this Invitation for Bid.

The successful Bidder (Contractor) shall have been engaged in influent pump station wet well (confine space) work for a length of time sufficient to establish his competence for providing the required management, work, and expertise. A list of 3 References for which the Contractor has provided similar work over the last 5 years similar in Scope to that which is described herein shall be provided with the Bid Package. Spotsylvania County cannot be listed as a reference.

P. Any vendor transacting business with Spotsylvania County may be asked to provide proof of registration with the State Corporation Commission (SCC), as required by Sections 13.1 or Title 50 of the Code of Virginia.

IV. SCOPE OF WORK

Bids will be received for the services for removal of accumulated debris from two (2) influent pump station wet wells (confine space) at Massaponax Wastewater Treatment Plant (WWTP) in Spotsylvania County, VA as described in the specifications titled “Massaponax WWTP Influent Pump Station Wet Wells Cleaning” dated April 10, 2020, which are found in Attachment B and “Wet Well Blueprints” Attachment C of the Invitation for Bid (IFB). All bid documents are available on the County’s website: http://www.spotsylvania.va.us/374/Solicitations.

Bidders may schedule a site visit by contacting Darin Quann at (540) 907-7613 or email: dquann@spotsylvania.va.us

V. CONTRACT PERFORMANCE

A. The successful bidder (Contractor) shall provide all project management supervision, tools, equipment, machinery, materials, fuel, insurance, personnel, labor to complete the work for services as specified in the Specifications incorporated herein to this IFB and made a part hereof.

B. Delivery and Installation Address:

The services for the removal of accumulated debris from two (2) influent pump station wet wells (confine space) is located in Spotsylvania County, VA at the Massaponax Wastewater Treatment Plant (WWTP), 10900 HCC Drive, Fredericksburg, VA 22408 as stated in the Specifications.
C. The Spotsylvania County “Approved As To Form” Purchase Order may be issued in accordance with this purchase. The successful Contractor shall complete the work within **30 calendar days** as measured from the issuance of the Purchase Order.

VI. TERMS AND CONDITIONS: (Effective March 4, 2019)

A. Acceptance, Invoicing and Payment

Spotsylvania County will make payment to the Contractor, Net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice for services or goods rendered resulting from this IFB. Pursuant to Virginia Code § 2.2-4354, (1950, as amended), the CONTRACTOR covenants and agrees to:

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

2. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;

3. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONTRACTOR on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under the Agreement; and

4. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.

B. Attorney’s Fees

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

C. Audit

Contractor shall keep and require each of its Subcontractor, if any, to keep, at no additional cost to County, full and detailed accounts of costs chargeable to County, during the project, and for five (5) years following completion. County shall be afforded full access to accounts, records, and supporting documents for review, audit, copy (such copies will be the property of County), and verification of costs. Audit access to Contractor’s records in lump sum or unit price areas when applicable shall be sufficient to satisfy County that all quantities meet the payments to its subcontractor and suppliers, Contractor shall remit promptly to County the amount of any adjustment resulting from audit. Availability of Funds
It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

D. Binding Effect

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

E. Compliance of Law

The Contractor providing materials and services to the County under any contract resulting from this IFB represents and warrants to the County that it is:

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, and where applicable, to the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code § 2.2-4311.1;
3. Not requiring, and shall not require, any employee or subcontractor to sign an internal confidentiality agreement or statement prohibiting or otherwise restricting, or purporting to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a department or agency authorized to receive such information, or otherwise violate any federal and state laws and regulations protecting employees for reprisal against whistleblowing;
4. Complying with federal, state and local laws and regulations applicable to the performance of the goods and services procured, the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth, the CONTRACTOR’S work performed shall be free of defects, and any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and
5. Complying fully with the Virginia Conflict of Interest Act.
6. Authorized to transact business in the Commonwealth of Virginia, pursuant to Section 2.2-4311.2 of the Code of Virginia.

F. Contract Award

Spotsylvania County reserves the right to accept or reject any and/or all bids, and to waive informalities. Spotsylvania County reserves the right to award any contract resulting from this IFB to the lowest priced responsive and responsible bidder, resulting in a contract that is most advantageous and in the best interest of Spotsylvania County. Spotsylvania County shall be the sole judge of the bids and the resulting contract that best serves the public interest, and Spotsylvania County’s decision shall be final.
Negotiation with the Lowest Bidder: Unless all bids are cancelled or rejected, the County reserves the right granted by Virginia Code § 2.2-4318 to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency’s available funds. For the purpose of determining when such negotiations may take place, the term “available funds” shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.

G. Contract Changes

No verbal agreement or conversation with any officer, agent or employee of Spotsylvania County either before or after execution of the contract resulting from this Invitation for Bid (IFB), IFB Addendum or follow-on negotiations, shall effect or modify any of the terms or obligations contained in the contract. No alterations to the terms and conditions of the contract shall be valid or binding upon Spotsylvania County unless made in writing and where Board approval is not required, by the county Administrator or his designee.

Contract Extension: This contract may be extended during the term of the existing contract for services allowed to complete any work undertaken but not completed during the original term of the contract.

H. Contract Documents

The contract entered into by Spotsylvania County and the Contractor shall consist of this Invitation For Bid, the Specification, any Addendum issued, the signed Bid Forms submitted by the Contractor, Spotsylvania County’s Standard Form Agreement, Purchase Order and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents. Additional documents which the parties agree to include as contract documents may be set forth in the final contract.

I. Cooperative Procurement

1. This procurement is being conducted on behalf of Spotsylvania County, Virginia and other public bodies in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act.

2. If approved by the Contractor, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accorda nce with the contract terms. The Contractor shall deal directly with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of Contractor’s bid/proposal.

3. With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions
required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.

4. The County of Spotsylvania, 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 Spotsylvania County contract. If, when preparing such a contract, the additional terms and conditions of a public body seeking to purchase pursuant to cooperative procurement are unacceptable to the Contractor, the Contractor may withdraw its consent to extension of the contract to that particular public body.

5. Spotsylvania County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may carry out such notification.

J. Definitions:

1. Contractor:
The successful bidder who enters into a contract with Spotsylvania County to provide the goods or services as specified herein.

2. County/Owner:
Wherever the word "County or Owner" appears, it shall be understood to mean the Spotsylvania County Government.

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

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

K. Drug-Free Workplace

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
For the purposes of this section, “drug-free workplace” means any site at which the performance of work is done in connection with this contract awarded to the Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

L. Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Section 2.2-4367 through 2.2-4377, Virginia Code Annotated, and that all amounts received by it, pursuant to a Contract resulting from this IFB, are proper and in accordance herewith. By submitting a response to this solicitation, bidder certifies that their bid is made without collusion or fraud that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

M. Examination of Records

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

N. Faith-Based Organizations

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the COUNTY does not discriminate against faith-based organizations.

“Faith-based Organization” means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If CONTRACTOR is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE
Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the COUNTY and a faith-based organization, you are hereby notified as follows:
Neither the COUNTY’S selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider’s charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the COUNTY Administrator.

O. Federal-Aid Provisions

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

P. Force Majeure

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

Q. Freedom of Information

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

R. Governing Law

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

S. Grant Funds Provision

When a project 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.

T. Headings

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

U. IFB and Bid Clarification

Spotsylvania County reserves the right to request clarification of information submitted and to request 
additional information of one or more bidders. Each bidder shall examine the IFB and shall judge all matters 
relating to the adequacy and accuracy of such IFB. Any inquiries, suggestions or requests concerning 
interpretation, clarification or additional information pertaining to the IFB shall be submitted in writing to 
the Spotsylvania County Procurement contact listed on the first page of this IFB. Spotsylvania County shall 
not be responsible for oral interpretations given by an employee, representative, agent, or others. The 
issuance of a written IFB Addendum issued by the Spotsylvania County Procurement Division is the only 
official method whereby interpretation, clarification, or additional information can be issued.

V. Insurance

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

1. Worker’s Compensation Insurance in compliance with all states in which the Contractor does 
business, including coverage B Employer’s Liability in not less that the following amounts:
   a. i Bodily Injury by accident, $100,000 for each accident;
   b. ii Bodily Injury by disease, $500,000 policy limit;
c. iii Bodily Injury by disease, $100,000 for each employee;

(2) General Liability Insurance in amount not less than $1,000,000 for any occurrence involving bodily injury, and not less than $1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury;

(3) Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicle.

The General Liability and Automobile Liability insurance policies specified herein shall name Spotsylvania County as additional insured with regard to work performed under any contract resulting from this IFB. The Contractor shall provide Spotsylvania County with copies of certificates of insurance coverage and proof of payment of all premiums. These certificates shall have provisions for notifying Spotsylvania County if there is any change in liability insurance.

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

W. Interpretation

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

X. Non-Collusion

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

Y. Non-Discrimination

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

During the performance of a contract, the Contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin, except where religion, sex
or national origin is a bona fide occupational qualification reasonably necessary to the
normal operation of the Contractor. The Contractor agrees to post in conspicuous
places, available to employees and applicant for employment, notices setting forth non-
discrimination clause.

i. 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.

ii. Notices, advertisements, and solicitations placed in accordance with federal law, rule or
regulation shall be deemed sufficient for the purpose of meeting the requirement.

The Contractor will include the provisions in the foregoing paragraphs a, b, and c in every contract,
subcontract, or purchase order of over $10,000, so that the provisions will be binding upon each
subcontractor or vendor associated with Spotsylvania County.

Z. Partial Invalidity

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

AA. Release and Ownership of Information

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

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

As may be allowed by law, any information, ideas, or concepts that the County receives during the
procurement process from any bidder’s IFB response, any discussion or interview with the bidder or as a
result of any portion of the procurement process for the services described in this Invitation for Bid shall
become the property of Spotsylvania County. Spotsylvania County may use this information for any purpose
without compensation to the bidder from whom the information was received.

BB. Rights and Responsibilities of Contractor

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

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

CC. Subcontractor and Assignments

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

Spotsylvania County’s approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties or liabilities hereunder. The Contractor shall continue to be responsible to Spotsylvania County for performance of the Subcontractor and the Subcontractor, for all purposes, shall be deemed to be an agent or employee of the Contractor. Nothing in the Contract resulting from this RFP or any subcontract shall create any contractual relationship between any Subcontractor and Spotsylvania County.

DD. Tax Exemption

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

EE. Termination

Spotsylvania County shall have the right to terminate at Spotsylvania County’s convenience, with or without cause, any contract resulting from this IFB by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by Spotsylvania County.

FF. Testing and Inspection

Spotsylvania County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications prior to award.
GG. Transportation and Packaging

By submitting their bid, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped.
ATTACHMENT A

COVID-19

INFORMATION TO BIDDERS

For

IFB #20-16-EG

Massaponax Wastewater Treatment Plant Influent Pump Station Wet Wells Cleaning

April 10, 2020

Due to COVID-19, all Spotsylvania County Office Buildings are closed to the public. Please note that bids will be received and opened at the Spotsylvania County Snow Library side of the building at the Marshall Center, 8800 Courthouse Road, Spotsylvania, VA  22553.

The Bidder has the sole responsibility to have their bid received by the Spotsylvania County Procurement Division at the above address and by the stated date and time as listed in the Invitation For Bid. If you hand deliver your bid, bidders need to go to the Snow Library side of the Marshall Building and go to the two white double doors located beside the “Procurement Division” sign and call the Procurement Office (540-507-7503). Someone from the Procurement Office will come to the door to receive your bid. Bidders are encouraged to submit your bid early in order to ensure your bid is received on time.

Please note that Federal Express and other overnight delivery services do not guarantee morning delivery to Spotsylvania, Virginia. Next day delivery usually arrives in mid-to-late afternoon. Also, please note that USPS deliveries require additional days from the post office to the Procurement Office. If you will be using one of these services for delivery of your bid, please take this information into consideration, you may also want to let the mail carrier know the Building is locked. Bidders are advised to call the Procurement Office to confirm if your bid was received.

Late Bids shall not be considered and will be returned to bidder unopened if received by special carrier or not accepted if hand delivered by bidder. The time of receipt shall be determined by the Procurement time clock stamp.

In the event that Spotsylvania County is closed during the scheduled times for the bid opening, the bid opening will occur in the next business day that Spotsylvania County is open at the appropriate times as stated in the IFB. No exceptions will be made in this situation. Please contact the procurement officer as stated in the IFB for information pertaining to this procurement.
Attachment B
Spotsylvania County Specifications for
Massaponax Wastewater Treatment Plant Influent Pump Station Wet Wells Cleaning
April 10, 2020

The County of Spotsylvania, VA is seeking bids for services for the removal of accumulated debris from two (2) influent pump station wet wells (confine space) at Massaponax Wastewater Treatment Plant (WWTP) located at 10900 HCC Drive, Fredericksburg, VA 22408 in Spotsylvania County, VA. The successful bidder (Contractor) shall perform the removal of accumulated debris from the two (2) influent pump stations wet wells (confine space) and transport debris to the Livingston Landfill for final disposal. The disposal fees will be waived at the Livingston Landfill located at 6241 Massey Road, Spotsylvania, VA 22551. The successful bidder (Contractor) shall provide all project management, necessary tools, equipment, materials, fuel, insurance, personnel, and supervision to complete the project.

Bidders may schedule a site visit by contacting Darin Quann at (540) 907-7613 or email: dquann@spotsylvania.va.us

Two wet wells make up the influent pump station. Both are to be cleaned. One at a time, each wet well will be isolated from flow allowing that wet well to be cleaned. Once one wet well has been cleaned, that wet well will be returned to service and the other wet well will be isolated from flow. The wet wells were last cleaned in 2019. The successful contractor shall provide all the equipment needed to complete the job including any and all equipment needed to meet OSHA requirements for entry into a permit confined space. The tipping fees at the County’s Livingston Landfill will be waived for disposal of materials related to this project. There are access covers inside the pump station building that the successful contractor may remove and access for this project, they will have to be reclosed at the end of the day by the contractor. Electricity is available for confine space ventilation fans. The County has a vacuum hose that the contractor may use for this project, there is no guarantee as to the current or future condition and the county’s hose cannot be a reason for delay in the event of a failure and will not be replaced by the county. The material must be decanted after removal from the wet well on site at the Massaponax Wastewater Treatment Plant. A paint filter test is not required. All bidders shall submit on their Company letterhead with the bid package a narrative to define their process of decanting. The contractor shall not operate any equipment at Massaponax Wastewater Treatment Plant before 6am or after 8pm. The Livingston Landfill closes at 3pm.

The successful Contractor shall complete the work within 30 calendar days as measured from the issuance of the Purchase Order.

The successful bidder (Contractor) shall fulfill the obligations of any Contract resulting from this IFB at the direction of Spotsylvania County and follow accordingly all federal, state and local regulations.
With water pumped out, grease/scum measured approximately 3 1/2 ft. in WW #1 and 1 1/2 ft. in WW #2 above this point.
Attachment D
Bid Form

IFB #20-16-EG
Massaponax Wastewater Treatment Plant Influent Pump Station Wet Wells Cleaning

(Please include any documentation of authority. For example, resolution of the board of directors, articles of incorporation, etc.)

In compliance with this Information For Bid, Addenda’s and to all the Terms and Conditions imposed therein and hereby incorporated by reference, the authorized undersigned offers and agrees to furnish the goods/services at the price(s) indicated on the Bid Form, in accordance with this Signed Bid Form.

**The signer of this bid form must be an authorized officer of the company.**

Name and Address of Firm: _____________________________________________ Date: _____________________________________________

By: _____________________________________________ (Signature In Ink)

Name: _____________________________________________ (Please Print)

Zip Code: _____________________________________________ Title: _____________________________________________

EIN: _____________________________________________ E-mail: _____________________________________________

Phone: (_____)______________________________ Fax: (_____)________________________________________

If Corporation or LLC, list State of Incorporation or Corporation: _____________________________________________

Contractors License Number: _____________________________________________

Commonwealth of Virginia State Corporation Commission Number: _____________________________________________

(ATTACH A COPY OF YOUR STATE CORPORATION COMMISSION CERTIFICATE AND A LIST OF OFFICERS)

D-U-N-S Number: _____________________________________________

The named party submits a bid in response to this Spotsylvania County IFB to furnish services and materials as described in the Specification and bid form to this IFB. The entire Bid form, including Response Statement, license certifications, and any supplemental materials required to be provided by the bidder pursuant to the terms and conditions of the IFB, constitute the entire bid submission.

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

The party submitting the forgoing bid acknowledges the provisions, terms and conditions of this IFB including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this IFB is correct and true.

**Receipt of the following Addenda are acknowledged:**

Addendum No. ____________, dated ____________ Addendum No. ____________, dated ____________

Addendum No. ____________, dated ____________ Addendum No. ____________, dated ____________

(RETURN THIS FORM)
Response Statement

This Response Form is to be completed by the Bidder to more specifically describe and define the proposed services. Any deviations from the IFB specifications shall be stated on this form or attached to this form.

1. Item Description

Massaponax Wastewater Treatment Plant Influent Pump Station Wet Wells Cleaning

2. Deviations from IFB Specification

Sign here to confirm accuracy of Bid Form and conformity with provisions of IFB #20-16-EG

Signature: ____________________________ Name of Firm: ____________________________

(RETURN THIS FORM)
SUBCONTRACTOR IDENTIFICATION SHEET

Bidder proposes to use the following Subcontractors who will perform work on this project.

<table>
<thead>
<tr>
<th>Name of Firm, Address, and Contact Person By Subcontractor</th>
<th>Work to be Performed by Subcontractor</th>
<th>Value of work to be completed</th>
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Sign here to confirm accuracy of Bid Form and conformity with provisions of IFB #20-16-EG

Signature: ___________________________ Name of Firm: _______________________________________

(RETURN THIS FORM)
A list of 3 References for which the Contractor has provided similar work over the last 5 years similar in Scope to that which is described herein shall be provided with the Bid Package. **Spotsylvania County cannot be listed as a reference.**

### Please list references below:

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<th>Address:</th>
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**Sign here to confirm accuracy of Bid Form and conformity with provisions of IFB #20-16-EG**

Signature: ____________________________ Name of Firm: ____________________________

(RETURN THIS FORM)
Attachment D
Bid Form
IFB #20-16-EG
Massaponax Wastewater Treatment Plant Influent Pump Station Wet Wells Cleaning

Provide services for the removal of accumulated debris from two (2) influent pump station wet wells (confine space) at Massaponax Wastewater Treatment Plant and transport debris to the Livingston Landfill for final disposal as described in the Spotsylvania County IFB and Specifications in this IFB #20-16-EG.

The disposal fees will be waived at the Livingston Landfill located at 6241 Massey Road, Spotsylvania, VA 22551.

Services shall be completed by the Contractor within 30 calendar days as measured from the issuance of the Purchase Order.

**TOTAL LUMP SUM BID PRICE $_____________________________**

Sign here to confirm accuracy of Bid Form and conformity with provisions of IFB #20-16-EG

Signature:_________________________________________ Name of Firm:_________________________________________

(RETURN THIS FORM)