



INVITATION FOR BID WOOD DEBRIS

Northumberland County is requesting Sealed Bids to dispose of the wood debris deposited in the rear of the compactor site located at Horsehead (11705 Northumberland Hwy, Heathsville VA 22473). The bid shall include the method of removal, payment schedule, amount of liability insurance coverage and total cost. Sealed Proposals clearly marked on the outside "Bid Enclosed- Wood Debris Bid" will be received by the Board of Supervisors at the Northumberland County Courthouse at 72 Monument Pl. in the County Administrator's Office, P.O. Box 129, Heathsville, Virginia 22473 and must be received no later than 2:00 p.m. local time on April 30, 2024. Bids may be withdrawn in accordance with applicable provisions of the Code of Virginia.

Northumberland County hereby reserves the right, which is understood and agreed to by all Bidders, to refuse any or all bids submitted; and also reserves the right to waive any informality in bids received, but any contract awarded will be to the lowest responsive, qualified and responsible bidder.

No bidder may withdraw his/her bid within ninety (90) calendar days after the actual date of the bid opening. All interested firms may contact Drew Basye at (804) 580-7666 or email dbasye@co.northumberland.va.us for details. The informational packet can be downloaded on our website at www.co.northumberland.va.us

Please be observant of all Bid instructions and specifications.

Northumberland County Board of Supervisors
By: Drew Basye, Assistant County Administrator

NORTHUMBERLAND COUNTY
INVITATION FOR BIDS
WOOD DEBRIS
GENERAL INSTRUCTIONS

1. Mail or deliver Bids to the Northumberland County Administrator's Office, 72 Monument Pl., P.O. Box 129, Heathsville, VA 22473.
2. Submit one (1) original bid before the opening time stated in the Bid Invitation.
3. All Bids shall be signed in ink by authorized principals of the firm and must be received in sealed envelopes with the statement, "**Bid Enclosed- Wood Debris**".
4. Northumberland County reserves the right to accept or reject, in whole or part, any and all Bids and to waive informalities.
5. Bids will be opened promptly at **2:00 P.M., Tuesday April 30, 2024, in the County Administrator's Office**. No late Bids will be accepted. **It is the Bidder's responsibility to ensure a timely delivery to the proper receiving location.**
6. Any questions relative to the bidding procedure shall be directed to Drew Basye, Assistant County Administrator, by email (dbasye@co.northumberland.va.us) or by telephone at (804)-580-7666.
7. No interpretation of the meaning of the Scope of Work will be made to any Bidder orally. Every request for such interpretation must be in writing.
8. The Bids will be in full force and effect for ninety (90) days after they have been officially opened.
9. The Contractor shall maintain insurance to protect Northumberland County from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this Contract, whether such operation be by the Contractor, or anyone directly or indirectly employed by either Contractor or Subcontractor, such insurance to conform to the amounts as prescribed by law.
10. Security for Performance

The bid shall be accompanied by a letter from a corporate surety company satisfactory to the County stating that the Performance Bond will be furnished by it to the person submitting the Proposal in the event it is the successful Vendor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of the power of attorney attached thereto. The successful vendor will be required to furnish a performance bond as security for the faithful performance of this contract. Such performance bond must be 110% of the contract bid. The form of

the bond is appended hereto. The surety on the bond shall be a duly authorized corporate surety company licensed to do business in the State of Virginia.

11. Contract Execution

The contents of the Bid submitted by the successful Bidder and the Bid specifications shall become a part of any Contract awarded as a result of these specifications. The successful Bidder will be expected to sign a Standard Contract for Supplies with Northumberland County. Additional terms and provisions will be included in the Contract.

12. References

References should be included in the bid packet which shall include the name and contact information for others that a similar project has been completed. Northumberland County reserves the right to check any and all references and shall consider any information received in the evaluation of the Bids.

13. Provision for Bid Withdrawal

- A. The Bidder of this project may, under certain circumstances, withdraw his Bid from consideration in accordance with Section 2.2-4330, Code of Virginia.
- B. The above referenced Code Section contains provisions which allows prosecution of any Bidder who fraudulently withdraws or attempts to withdraw a Bid under this Code Section.

14. Opening of Bids

- A. Bids will be opened at the time and place designated in the advertisement for Bids. The person whose duty it is to open the Bids will decide when the specified time has arrived and no Bids shall be accepted thereafter.
- B. At the time for opening of Bids, their contents will be made public for the information of Bidders and others properly interested who may be present, either in person or by representatives.
- C. Northumberland County reserves the right to reject any Bid or all Bids and to waive informalities and to accept such Bids as are best suited to the interests of the County. Northumberland County reserves the right to award all or any part of this Bid to any one Bidder. In making an award, Northumberland County will take into consideration the facilities and technical experience of the Bidder.

15. Right to Negotiate

Northumberland County reserves the right to waive informalities, and to reject any and all Bids. If the Bid from the lowest responsible Bidder exceeds available funds, Northumberland County reserves the right to negotiate with the apparent low Bidder to obtain a Contract price within available funds.

16. Qualifications of Bidder

- A. Northumberland County may make any investigations deemed necessary to determine the ability of the Bidder to perform the work. The Bidder shall furnish the County all information and data requested for this purpose.
- B. Northumberland County reserves the right to reject any Bid if evidence submitted by, or investigation of, any Bidder fails to satisfy Northumberland County that the Bidder is properly qualified to carry out the obligations of the Contract to complete the work contemplated.

17. Hold Harmless Clause

The Contractor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the County, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Bidder agrees that this clause shall include claims involving infringement of patent or copyright.

18. Safety

All Contractors and Subcontractors performing services for the County of Northumberland are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

19. Notice of Required Disability Legislation Compliance

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

Specifically, Northumberland County, may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of

the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

20. Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by this County.

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

Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement. The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or Vendor.

21. Drug-free Workplace

Every Contract over \$10,000 shall include the following provisions:

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

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

22. Exemption from Taxes

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

23. Substitutions

NO substitutions, including key personnel, or cancellations are permitted after award without written approval by Northumberland County.

24. Assignment of Contract

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

25. Debarment

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

26. Immigration Reform and Control Act of 1986

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

27. Proof of Authority to Transact Business in Virginia

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

28. W-9 Form

Any Contractor shall submit a completed W-9 form if selected. This information is required in order to issue Purchase Orders and payments to your firm.

WOOD DEBRIS DISPOSAL SCOPE OF WORK

1. **PURPOSE:** The Purpose and Intent of this Invitation for Bid (IFB) is to establish a firm fixed price contract for the chipping/grinding, and removal of the wood debris located at Horsehead (11705 Northumberland Hwy, Heathsville VA 22473) behind the solid waste site.
2. Please contact Drew Basye, Assistant County Administrator, for scheduling and coordinating work, answering questions in connection with the scope of work and providing general direction under the resulting contract. He can be reached at (804)-580-7666 or by email: dbasye@co.northumberland.va.us
3. **SITE VISIT:** A site visit may be arranged by coordinating with Drew Basye, Assistant County Administrator.
4. **SCOPE OF CONTRACT:** Contractor shall provide all necessary labor and equipment for the chipping/grinding and removal of the wood debris.
 - 4.1. **Contract Period:** Contract should be for an initial period of three (3) years with the option for automatic renewals under the terms and conditions of the original contract for up to two (2) additional one-year terms, unless either party gives written notification to the other one (1) year notice prior to expiration of the current term that they do not wish to renew.
 - 4.2. **INSURANCE:** The Vendor shall be required to carry, for the life of the contract with the County, Public Liability Insurance with a company licensed to do business in the Commonwealth of Virginia and in the amount and coverages specified below, in addition to any other contractual liability assumed by the Vendor, and shall deliver Certificate(s) of Insurance from carriers acceptable to the Vendor specifying such limits, with the County and the participating localities named as additional insured parties. The Insurer shall provide the County with thirty (30) days notice of its decision to cancel, change or fail to renew coverage. The County reserves the option to increase the required insurance amounts on an annual basis and for any renewal term, if the contract is renewed beyond the initial term.
 - a. Worker's Compensation and Employer's Liability Insurance- Virginia statutory minimums
 - b. General and Public Liability- \$2,000,000 aggregate, \$1,000,000 per occurrence
 - c. Vehicle Liability Insurance- \$1,000,000 aggregate, \$1,000,000 per occurrence

The Vendor shall provide insurance certificates showing compliance with the above requirements to the satisfaction of the County before the award of contract. Failure to comply with this requirement may be cause for termination of a resulting contract, in the sole discretion of the County. All Insurance shall be provided by independent insurance underwriters authorized to do business in the Commonwealth of Virginia. Prior to the commencement of work, the Vendor shall furnish the County with Certificates of Insurance or other satisfactory evidence that such insurance has been produced and is in force naming the County as "Additional Insured Parties." Said policies shall not thereafter be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the County. To the extent permitted by law, the County reserves the right to require, at its sole discretion, that all or any part of required insurance coverage(s) be provided by an independent insurance underwriter or through a plan of self insurance..

43 Contractor Responsibilities: Contractor shall:

- 4.3.1. Provide staffing for the chipping and grinding operation. The staff provided will not be County Employees but shall be employees of the contractor. The County is not responsible for the payroll of these employees.
- 4.3.2. Assist citizens with the unloading of their vehicles/trailers of the wood debris.
- 4.3.3. Provide all necessary equipment to chip or grind the County's residential debris into mulch of all wood products (stumps, limbs, branches, etc..) deposited in the rear of the compactor site.
- 4.3.4. All mulch generated by the grinding is removed and the site remains clean of debris. Access for emergency vehicles around the perimeter of the site at a minimum of twenty-five (25) feet. Access to the cell tower shall remain open with a minimum of twenty-five (25) feet.
- 4.3.5. In the event of a natural disaster (i.e., Hurricane, Tornado, Ice Storm, or the like), the contractor shall chip or grind the County's debris into mulch. Pricing should be included in bid as a separate rate for this service. Debris from any event should be kept separate and not disposed of until confirmed with the County due to potential Federal funding.
- 4.3.6. The contractor may also be called upon to aid in the cleanup within the County (i.e. flood damage, or other events, etc.). This rate will be negotiated at such time and would depend on the hours needed to clean up from such event.
- 4.3.7. Contractor shall negotiate the hours and days of operation for which the debris site will be open to the public. The debris site shall be open for a minimum of three (3) days per week including one day being Saturday.
- 4.3.8. In the event of a mechanical breakdown, Contractor shall notify the County if this will result in no shredding operations for more than one (1) consecutive week. In the event nonperformance of shredding operations exceeds 15 days consecutively, the County will prorate payments based on the number of days of non-shredding operations until service is fully restored and there is no remaining build-up of wood debris.

5. **DATE OF AWARD:** It is the intent of Northumberland County to make an award no later than May 31, 2024.
6. **AWARD OF CONTRACT:** The award will be made to the lowest responsive and responsible Bidder based on the Total Lump Sum Amount and time of completion. The amount stated in the bid for "Cost Item" (if any) will not be considered in determining the "lowest responsive and responsible bidder", however Northumberland County at its sole discretion, may deduct from the amount of Total Lump Sum Amount any or all Cost Item(s) if it is in the best interest of Northumberland County. Northumberland County reserves the right to make a separate award for each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of

Northumberland County. Northumberland County reserves the right to reject the bid of any Bidder who has previously failed to perform properly or complete on time, contracts of a similar nature, who is not in a position to perform the work or who have habitually and without just cause neglected the payment of bills or otherwise disregarded obligations to subcontractors, materials, or employees.

Northumberland County is under no obligation to accept the lowest, or any other bid, and expressly reserves the right to reject all bids and to waive any informalities in any bid which do not affect quality, quantity, price or delivery.

7. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Northumberland County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Northumberland 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.