



INVITATION FOR BIDS (IFB)

Issue Date: August 17, 2016 **IFB#** NONHAZARDOUSWASTE-D19CSB-093022

Title: Waste Management Services (Non-Hazardous), Garbage/Trash Removal and Disposal

Issuing Agency: District 19 Community Services Board
20 W. Bank Street, Suite 7
Petersburg, VA 23803

Using Agency And/Or Location Where Work

Will Be Performed: District 19 Community Services Board
Five locations to include Petersburg, Prince George and Dinwiddie County

Period Of Contract: From October 01, 2016 Through September 30, 2017 with Four (1) year Renewable.

Sealed Bids Will Be Received Until September 14, 2016 -2:00PM local time For Furnishing The Services Described Herein And Then Opened In Public at District 19, Third Floor -Suite 2 Conference Room.

All bids received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time received in the Issuing Agency's Purchasing Office. Bidders have the sole responsibility for assuring that bids are received in the Purchasing Office by the designated date and time.

If bids are mailed, hand delivered, or delivered by express mail, they must be delivered to the Issuing Agency's Purchasing Office at: District 19 Community Services Board, 20 W. Bank Street, Suite 7, 3rd Floor
Attention: Theoria M. Nixon, Purchasing, Petersburg, VA 23803.

Inquires for information should be directed to Theoria Nixon at 804/862-8054 ext. 3102 or email: tnixon@d19csb.com

In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Services At The Price(s) on Attachment A.

State Corporation Commission ID Number: _____ (See Special Terms and Conditions)
* Virginia Contractor License No. _____ Class: _____

Name And Address Of Firm:

_____ Date: _____

_____ By: _____
(Signature in Ink)

_____ Zip Code: _____ Name: _____
(Please Print)

DUNS#: _____ Title: _____

Fax Number: (____) _____ Telephone Number: (____) _____

E-mail Address: _____

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I. **PURPOSE** The intent and purpose of this Invitation for Bids (IFB) is to establish a term contract with one qualified firm to provide Refuse Collection Service (not hazardous or infectious) for District 19 Community Services Board, Petersburg, VA, a multi-jurisdictional, community-based organization. For the purpose of this IFB, District 19 Community Services Board will be referred to as the CSB hereafter.

II. **SCOPE OF WORK:**

The Contractor shall provide all labor, equipment, materials, landfill fees and supplies necessary to collect and dispose of refuse generated by CSB as follows:

A. All refuse removed from the CSB shall be disposed of in a State approved sanitary landfill. The contractor shall provide evidence the landfill has been approved by the Virginia, Department of Health and/or the Department of Waste Management, and all applicable Federal, State and Local laws.

B. The Contractor shall provide refuse containers, types and sizes at the following five (5) locations:

- | | |
|---|-------------------------|
| 1. District 19 Community Services Board
20 W. Bank Street
Petersburg, VA 23803 | Frontload, Size: 8 Yard |
| 2. Ellis Square
6408 Church Road
Petersburg, VA 23802 | Frontload, Size: 8 Yard |
| 3. Hopewell/Prince George Counseling
4910 Prince George Drive
Prince George, VA 23875 | Frontload, Size: 4 Yard |
| 4. Sycamore Center
208 N. Market Street
Petersburg, VA 23803 | Frontload, Size: 8 Yard |
| 5. Spring Center
26014 Cox Road
Petersburg, VA 23803 | Frontload, Size: 4 Yard |

C. The Contractor shall provide the following number of pick-ups per week, and the day or days per week the container is to be picked up at each location listed:

- | | |
|---|---------------------------------------|
| 1. District 19 Community Services Board
20 W. Bank Street
Petersburg, VA 23803 | 2 Pick-Ups Per Week, Monday/Thursday |
| 2. Ellis Square
6408 Church Road
Petersburg, VA 23802 | 1 Pick-Up Per Week, Tuesday |
| 3. Hopewell/Prince George Counseling
4910 Prince George Drive
Prince George, VA 23875 | 1 Pick-Up Per Week, Tuesday |
| 4. Sycamore Center
208 N. Market Street
Petersburg, VA 23803 | 2 Pick-Ups Per Week, Tuesday/Thursday |

5. Spring Center
26014 Cox Road
Petersburg, VA 23803

1 Pick-Up Per Week, Wednesday

- D.** The Contractor shall provide refuse containers of metal construction designed for heavy trash service. The containers shall be equipped with top/side doors to allow for top loading, side loading, and shall be designed to provide rodent-proof, animal proof, and wind-proof storage of trash contents. The dimension of the refuse containers shall allow easy access.
- E.** The Contractor shall make provisions for all containers to be supported in such a manner as to minimize tipping or spilling and shall be responsible for keeping the area around the containers free of garbage and refuse.
- F.** At the completion of each refuse container pick up, it shall be the responsibility of the Contractor's driver of the equipment to clear immediate/adjacent area(s) of any debris which may be a result of his actions. Waste materials which are blown by the wind shall be recovered and disposed of by the equipment operator or his/her assistant. In no case shall the operator leave a site with waste materials in the area.
- G.** The Contractor shall maintain all refuse containers in good repair and appearance at all times.

The Contractor shall:

- 1. Repair and repaint refuse containers as necessary.
 - 2. Provide substitute refuse containers when maintenance or repair is being performed on containers normally provided.
 - 3. The Contractor shall respond within eight (8) hours to all repair and/or service calls and shall replace any refuse component of the container that requires repeated maintenance/repair service.
 - 4. Exchange refuse containers at no additional cost if CSB determines containers are unsightly, damaged or unusable.
- H.** The CSB shall add or delete refuse containers at any CSB location as needed during the term of this contract at the firm unit price indicated on Attachment A: Bid Form.
 - I.** The CSB shall add any CSB location for refuse containers at any CSB location as needed during the term of this contract at the firm unit price indicated on Attachment A: Bid Form.
 - J.** The Contractor may be required to move refuse containers to different locations at no additional cost to the CSB.
 - K.** The Contractor shall provide one extra refuse container pick-up at any CSB location as needed each month, at no charge to the CSB. One extra container pick-up meaning outside what was listed in C above.
 - L.** The Contractor shall advise the CSB's Contract Administrator of any stoppage or delay, and/or alternate pick-up days for inclement weather conditions or problems beyond the control of the Contractor due to any interruptions or delay of refuse services.
 - M.** The CSB will not be open for regular refuse service pick-up on the listed holidays below. Should a regular pick-up fall on the holiday as listed below, the Contractor shall pick up the refuse on the next business day or make arrangements with the CSB'S Contract Administrator.

New Year's Day

Lee-Jackson Day
Martin Luther King's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day and the following Friday
Christmas Day

- N. The Contractor shall provide a competent driver who possesses a valid chauffeur's license and an adequate number of personnel on each compactor truck to insure that refuse is loaded properly and to insure cleanliness of the refuse staging area. The Contractor shall insure that its employees are uniformed and identified as such. All services shall be performed by persons qualified through training and experience to operate all equipment necessary to remove garbage and refuse. CSB may request resumes of any driver(s) should a need arise for this information.

III. **GENERAL TERMS AND CONDITIONS:**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions District 19 Community Services Board *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.d19csb.com under "Vendors Manual" on the vendors tab.

B. **APPLICABLE LAWS AND COURTS:**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

C. **ANTI-DISCRIMINATION:**

By submitting their bids/proposals, bidders/offerors certify to District 19 CSB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

(*Code of Virginia*, §2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. 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 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, will state that such contractor is an equal opportunity employer.
 - a. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING:

By submitting their bids/proposals, bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, 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.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By entering into a written contract with District 19 CSB, the Contractor certifies that the Contractor 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.

F. DEBARMENT STATUS:

By submitting their bids/proposals, bidders/offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to District 19 CSB all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by District 19 CSB under said contract.

H. MANDATORY USE OF CSB FORM AND TERMS AND CONDITIONS:

Failure to submit a bid on the official District 19 CSB form provided for that purpose may be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids or Unsealed Bid may be cause for rejection of the bid; however, District 19 CSB reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, District 19 CSB may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

I. CLARIFICATION OF TERMS:

If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, District 19 CSB shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve District 19 CSB of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from District 19 CSB for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify District 19 CSB and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from District 19 CSB, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier

contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of District 19 CSB.

K. PRECEDENCE OF TERMS:

The following General Terms and Conditions , APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF DISTRICT 19 CSB FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF BIDDERS/OFFERORS:

District 19 CSB may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to District 19 CSB all such information and data for this purpose as may be requested. District 19 CSB reserves the right to inspect bidder's/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. District 19 CSB further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy District 19 CSB that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION:

District 19 CSB reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the contractor in whole or in part without the written consent of District 19 CSB.

O. CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. District 19 CSB Purchasing department may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in

price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of District 19 CSB *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, District 19 CSB, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which District 19 CSB may have.

Q. INSURANCE:

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify District 19 CSB of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. District 19 CSB must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by District 19 CSB is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

R. ANNOUNCEMENT OF AWARD:

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on District 19 CSB's public procurement bulletin board and on the website www.d19csb.com for a minimum of 10 days.

S. 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 a site for the performance of work done in connection with a specific contract awarded to a 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.

T. NONDISCRIMINATION OF CONTRACTORS:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless District 19 CSB, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

V. BID PRICE CURRENCY:

Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

W. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business

entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

IV. SPECIAL TERMS AND CONDITIONS:

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by District 19 CSB, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **AWARD:** An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
3. **CANCELLATION OF CONTRACT:** District 19 CSB reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 90 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 90 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
4. **RENEWAL OF CONTRACT**

This contract may be renewed by District 19 CSB for Four (4) successive one year periods) under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of District 19 CSB's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

 1. If District 19 CSB 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 original contract increased/decreased by more than the percentage increase/decrease of the Water and Sewer and Trash Collection Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, District 19 CSB elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Water and Sewer and Trash Collection Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

5. **CONTRACT MANAGEMENT:** A contract manager will be appointed by the CSB who will be responsible for monitoring contractor performance, resolving contractual issues, and interpreting contractual terms and conditions. Further, the Contract Manager may pursue any issue(s), relating to the contract agreement that results from this solicitation that is in the best interest of the District 19 CSB. The Contract Manager is not authorized to make or authorize changes to the contract, to approve additional work or expenditures, or to change deliverables or timeframes. Requests for such changes shall be directed to the Purchasing Officer.
6. **CRIMINAL CONVICTIONS:** By submitting their proposals, offerors certify that they and their employees that will be performing services under this contract are free of any criminal conviction that indicates a behavior that may pose a risk or threat to District 19 CSB. Verification of certification shall be made available to the Children's Clinical & Prevention Manager at District 19 CSB upon request within ten (10) working days.
7. **DISPUTES:** Disputes shall be communicated between Contractor's assigned coordinator and assigned District 19 CSB Facilities Manager, who will negotiate resolution of dispute. If the condition is not corrected, the coordinator and official shall meet with the District 19 CSB's Contract Officer who will negotiate resolution of the dispute. If the condition is not corrected at the above level, a meeting shall be scheduled with the Executive Director or his designee by the District 19 CSB's Contract Officer, including all interested parties. The decision of the District 19 CSB's Executive Director shall be final.
8. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT COMPLIANCE:** The Provider agrees to sign a Business Associate Agreement when requested by District 19 CSB's Purchasing Department in compliance with the Health Insurance Portability and Accounting Act effective April 14, 2003. Failure to execute the Business Associate Agreement may result in termination of this agreement.
9. **HIPAA PRIVACY RULE:** It is the policy of District 19 CSB that all staff, students, volunteers, interns, residents, and contract workers will comply with the HIPAA Privacy Rule, the Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers of Mental Health, Mental Retardation and Substance Abuse Services ("Human Rights Regulations"), and other related state and federal laws and regulations. Violations should be reported according to the protocols established in the District 19 CSB's Compliance Plan.
10. **HUMAN RIGHTS POLICY:** The contractor shall comply with and adopt the Board's Human Rights Policy. This policy complies with the Community Human Rights Regulations promulgated in February 2008, and has been approved by the State Human Rights Committee. For a copy of this policy, please contact the Purchasing department at (804) 862-8054, or a copy can be obtained at 20 West Bank Street, Suite 7, Petersburg, VA 23803.
11. **MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** When it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
12. **OWNERSHIP OF DOCUMENTS:** Any reports, studies, photographs, negatives, or

other documents prepared by the contractor in the performance of its obligation under this contract shall be remitted to District 19 CSB. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of contractor's obligation under this contract without prior written consent of District 19 CSB.

13. REJECTION OF PROPOSALS: District 19 CSB reserves the right to reject any and all bids/proposals when such rejection is in the best interest of the District 19 CSB, and to reject the bid/proposal of a vendor who is not in a position to perform the contract.

14. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor are properly licensed for providing the goods/services specified.

Contractor Name: _____
License # _____ Type _____
Subcontractor Name: _____
License # _____ Type _____

15. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____
Name of Bidder/Offeror _____ Due Date _____ Time _____
Street or Box Number _____ IFB No. /RFP No. _____
City, State, Zip Code _____ IFB/RFP Title _____
Name of Contract/Purchase Officer or Buyer _____

16. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

17. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by District 19 CSB.

18. OPTIONAL PREBID CONFERENCE: An optional prebid conference will be held at **9:00AM** on **August 25, 2016** at **District 19 CSB, 20 W. Bank St., Suite 2, Petersburg, VA 23803**. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. **NO ADMITTANCE AFTER 9:10AM.**

While attendance at this conference will not be a prerequisite to submitting a bid, bidders who intend to submit a bid are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

- 19. REFERENCES:** Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION ADDRESS CONTACT PERSON TELEPHONE

1. _____
2. _____
3. _____

- 20. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of District 19 CSB Purchasing Department. In the event that the contractor desires to subcontract some part, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
- 21. WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to District 19 CSB's satisfaction at the contractor's expense.
- 22. CONFIDENTIALITY:** The Contractor shall adhere to the rules and regulations promulgated by the Virginia Department of Behavioral Health and Developmental Services safeguarding the confidentiality of client related information during and after the term of the contract.
- 23. CONTINUITY OF SERVICES:**
- a.) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
- (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

24. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). 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 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

ATTACHMENT A: BID FORM

Failure to Complete and Provide Pages 16-18 may result in rejection of your bid.

1. VENDOR'S PRIMARY CONTACT FOR THIS SOLICITATION:

Name: _____ Phone: _____

Email: _____

2. VENDOR INFORMATION:

Company
Name: _____

Phone Number: _____

Fax Number: _____

Address: _____

FIN or FEI Number: _____ If company, Corporation, or Partnership

Social Security Number: _____ If Individual

Years in Business: Indicate the length of time the company have been in business providing this type of service: _____Years _____Months

ATTACHMENT B: PRICING SCHEDULE:

NOTE: ANY BIDDER ENTERING "O" OR "NO BID" IN ANY OF THE LINES PROVIDED FOR A BID PRICE WILL AUTOMATICALLY HAVE THEIR BID DECLARED "NON-RESPONSIVE" AND REMOVED FROM FURTHER CONSIDERATION.

LOCATIONS

PRICE PER PICK UP

District 19 Community Services Board
20 W. Bank Street
Petersburg, VA 23803
2 Pick-Ups Per Week, Monday/Thursday
Frontload 8 yd

\$ _____

Ellis Square
6408 Church Road
Petersburg, VA 23802
1 Pick-Up Per Week, Tuesday
Frontload 8 yd

\$ _____

Hopewell/Prince George Counseling
4910 Prince George Drive
Prince George, VA 23875
1 Pick-Up Per Week, Tuesday
Frontload 4 yd

\$ _____

Sycamore Center
208 N. Market Street
Petersburg, VA 23803
2 Pick-Ups Per Week, Tuesday/Thursday
Frontload 8 yd

\$ _____

Spring Center
26014 Cox Road
Petersburg, VA 23803
1 Pick-Up Per Week, Wednesday
Frontload 4 yd

\$ _____

Disposal per Ton

\$ _____

Please note: Additional or deleted containers cost will be effective the first of the month.

ATTACHMENT C: ADDENUM ACKNOWLEDGEMENT: I/we acknowledge receipt of the following addenda:

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

In compliance with this Invitation for Bids (IFB) and to all the conditions imposed herein, the undersigned agrees to furnish the Services in accordance with this IFB and the signed Bid Form. The Bid Form must be signed by an official that has the authority to commit the firm.

Signature:
Name (Print):
Title (Print):
Date: