REQUEST FOR PROPOSALS

PROPOSAL TITLE: **INSPECTION AND CLEANING SERVICES FOR WATER STORAGE TANKS**

PROPOSAL NUMBER: **RFP #20-0316**

PROPOSAL DUE DATE: **MONDAY, MARCH 16, 2020**

PROPOSAL DUE TIME: **3:00 P.M.**

TABLE OF CONTENTS

1.	PUBLIC NOTICE	PAGE…..3
2.	INTRODUCTION AND BACKGROUND	PAGE…..4
3.	PROPOSAL INQUIRES AND CORRESPONDENCE	PAGE…..7
4.	SPECIAL TERMS AND CONDITIONS	PAGE…..9
5.	EQUIPMENT AND INSPECTION SPECIFICATIONS	PAGE….15
6.	PROJECT SCOPE	PAGE….17
7.	ATTACHMENT A-REFERENCE FORM	PAGE….24
8.	ATTACHMENT B – PROPOSAL RESPONSE FORM	PAGE…..25
9.	ATTACHEMENT C – SCC FORM	PAGE…..30
10.	ATTACHMENT D - GENERAL TERMS AND CONDITIONS	PAGE.….31
11.	APPENDIX	PAGE….43

I. PUBLIC NOTICE

REQUEST FOR PROPOSALS
RFP #20-0316
INSPECTION AND CLEANING SERVICES FOR WATER STORAGE TANKS

The Clarke County Purchasing Office, on behalf of the Clarke County Sanitary Authority, is soliciting competitive sealed proposals from qualified firms for Inspection and Cleaning Services for water storage tanks as specified within this Request for Proposals.

Sealed proposals should be clearly marked, "RFP: #20-0316 Inspection and Cleaning Services for Water Storage Tanks" and must be received in the Clarke County Purchasing Office before 3:00:00 p.m. (local prevailing time), Monday, March 16, 2020, at which time they will be publicly recorded. Proposals received after this time will not be opened.

Proposal documents are available at Clarke County Purchasing Office, 129 Ramsburg Lane, Berryville, VA 22611, phone 540-955-5148. Proposal documents can also be found on-line at www.clarkecounty.gov, by clicking on business and procurement notifications.

Each bidder must be an Equal Opportunity Employer as defined by Federal and State laws and the Code of Virginia §11-51.

Clarke County reserves the right to reject any and all proposals, to waive informalities, and to negotiate with the successful offeror(s).

Thomas J. Judge
Director of Joint Administrative Services

REQUEST FOR PROPOSALS
CLARKE COUNTY, VA
RFP #20-0212

II. INTRODUCTION AND BACKGROUND

A. The intent of this "REQUEST FOR PROPOSALS" (hereinafter known as "this document") and resulting contract is to obtain the services of a qualified firm (hereinafter known as "Vendor") to provide inspection and cleaning services for water storage tanks as listed in this document, for the Clarke County Sanitary Authority (hereinafter known as "County") as described within this document.

B. The Clarke County Sanitary Authority has three water storage tanks:

1. Boyce Water Storage Tank- This tank is located at 15 Church Lane in Boyce, VA 22620 and was constructed in 2006. This tank is a glass-coated, bolted steel tank that has a capacity of 150,000 gallons.

2. Millwood Water Storage Tank- This tank is located 1340 Browntown Road in Millwood, VA 22646 and was constructed in 2015. This tank is a glass-coated, bolted steel tank that has a capacity of 100,000 gallons.

3. White Post Water Storage Tank. This tank is located 14341 Lord Fairfax Highway in White Post, VA 22663. This tank was constructed in the early to mid 1990's. This tank is a welded-steel sphere setting on steel legs. This tank has a capacity of 50,000 gallons.

All three towers are currently operating well with no known-problems.

C. Interested vendors can pictures of each of the tanks in the appendix section of this RFP. Drawings of each tank and tower can be seen as separate files that will be posted on eVA and the County's website, www.clarkecounty.gov, under business and procurement notifications.

D. Please note that the Boyce and Millwood Tanks are glass lined storage tanks setting on a concrete cylinders. Therefore, there is no paint to be tested for in the Boyce or Millwood Tanks. Any mentions of paint testing throughout this RFP is meant to be for the White Post Tank only.

E. Although the Clarke County Sanitary Authority prefers awarding one contract for all three tanks, the CCSA does reserve the right to award to multiple vendors, if deemed in the best interest of the Sanitary Authority. The CCSA also reserves the right to not award a contract and to re-advertise a different RFP in the future, if deemed in the Authority's best interest.

F. Vendors may submit a proposal for one, two, or all three tanks.

G. Vendors shall include the costs of all fuel, travel, equipment, material, insurance, and administrative resources, etc., needed to successfully fulfill the requirements of this RFP in their respective proposal submissions.

H. Vendors will be asked to price the project based on the proposal response form included in this RFP.

I. The award(s) shall be based on the bidder(s)' ability to meet all RFP requirements and the right is reserved to make the award to other than the lowest bidder, or to more than one Vendor, when deemed to be in the best interest of the County.

J. The provisions set forth herein are for contractual goods/services rendered to Clarke County, Virginia, hereinafter to be inclusive of but not limited to Clarke County Joint Administrative Services, General Government, Sanitary Authority, and School Board, and referred to as Clarke County. All offerors are bound by these provisions. Further, these conditions and requirements become part of any contract awarded between Clarke County and the successful vendor(s).

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

L. The County is advertising a RFP instead of an IFB because the pricing is not the only evaluation criteria being used.

III. PROPOSAL INQUIRES AND CORRESPONDENCE

A. All questions should be done in writing via email (purchasing@clarkecounty.gov) to Mr. Mike Legge, Purchasing Manager.

B. Questions will either be answered directly by an email or through an addendum.

C. Note that Mary Meredith, Administrator of the Authority, or a designated employee from Inboden Environmental Services (the Authority's contracted operations and management vendor) will oversee the contract and will be the selected vendor's main point of contact during the duration of the contract.

D. If you need to inspect any of the sites, please email the Sanitary Authority Administrator, Mary Meredith, at mmeredith@clarkecounty.gov.

E. Should you need to contact someone regarding this document, the following names are listed for your convenience. Please be sure to contact the person best suited to answer your questions or concerns.

NAME	TITLE	VOICE (FAX)
Thomas J. Judge	Director of Joint Administrative Services	540-955-6172
Mike Legge	Purchasing Manager	540-955-5148
Emily Johnson	Accounts Payable Specialist	540-955-6171
Mary Meredith	Administrator-Clarke County Sanitary Authority	540-955-5185

D. Proposal Due Date

Proposals must be received in the Clarke County Purchasing Office (129 Ramsburg Lane, Berryville, VA 22611), before 3:00:00 p.m. (local prevailing time) on Monday, March 16, 2020. Late proposals will not be opened.

E. Timeframe

1. The following is an estimated time frame for the completion of this project:

RFP ADVERTISED	February 28, 2020
PROPOSALS DUE	Must be received in the Clarke County Purchasing Office before 3:00:00 p.m. on March 16, 2020.
PROPOSAL AWARD	Estimated 2-5 weeks after Proposal Due Date
PROJECT TIME FRAME	To Be Determined with Selected Vendor

Please note that the above dates are simply estimated time frames; Clarke County reserves the right to change dates as deemed necessary in the best interest of its constituents.

2. The CCSA reserves the right to hire the selected vendor for any additional inspection and/or cleaning services that may be needed over the next five years

(from the date of award); however, both parties must be in agreement to the terms and conditions before conducting future additional services, if needed.

F. Addenda

1. Addenda may occur prior to proposal opening. It is the vendor's responsibility to check the website (www.clarkecounty.gov) listing frequently to ensure that all solicitation information is complete and accurate. Upon award, this document in its entirety including any forms and addenda shall be referred to as the contract.

2. The County will attempt to notify all vendors that are known to have a complete set of Proposal Documents; however, it is ultimately the responsibility of each company to check the County website (www.clarkecounty.gov, business, and current solicitations) for addendums.

3. Copies of Addenda will be made available for inspection wherever Proposal Documents are on file for that purpose.

4. No Addenda will be issued later than two (2) days prior to the date of receipt for Proposals except:

a. any Addendum withdrawing the Request for Proposals
b. any Addendum that includes postponement of the date of receipt for Proposals.

5. Each Vendor should ascertain before submitting a Proposal how many Addenda, if any, were issued.

6. Each Vendor should certify on the Response Form the number of additional addenda received.

G. Inclement weather: In the event that the Clarke County Purchasing Office is closed during the scheduled times for a pre-bid (pre-proposal) conference or bid/proposal opening; the pre-bid (pre-proposal) conference or bid/proposal opening will occur on the next business day that Clarke County Public School Administrative Offices are open at the appropriate times as stated in the IFB/RFP. Please check the County website, www.clarkecounty.gov, under business, and current solicitations for updates regarding any changes in meeting times and/or due dates.

H. Notice of Award

All Notices of Award and Notices of Intent to Award will be posted on the County website, www.clarkecounty.gov, under business, and procurement notifications.

I. Reference Form - Attachment A

Each vendor should complete and submit the Reference Form with the names of four (4) most recent references, preferably in Virginia, which can be verified as to the quality of service and/or work, provided by the Vendor.

J. Use of Subcontractors

1. Vendor should supply a list of all Subcontractors and Subcontractors(s)' references, to Clarke County with Proposal Price Response Form.

2. Clarke County reserves the right to reject the Vendor's selection of Subcontractors.

IV. SPECIAL TERMS AND CONDITIONS

A. Bonds – **are not required**.

B. Insurance Requirements

1. A Certificate of Insurance will be required from the selected vendor; please refer to General Terms and Conditions for complete instructions. Please include a sample of your Certificate of Insurance with your proposal. All vendors shall include the cost of insurance in their proposal pricing.

2. The County is requiring that the selected vendor (no matter how many employees the vendor has) have Worker's Compensation Insurance before starting any work with Clarke County. All vendors shall include the cost of worker's compensation insurance in their proposal pricing. The selected vendor must provide evidence of Worker's Compensation Insurance coverage before starting any work. All vendors are solely responsible for insuring their workers and themselves when doing work for Clarke County.

3. Be sure to instruct your insurance carrier as to how the Certificate of Insurance is to be worded.

4. Vendor shall be responsible for requiring any subcontractors to have the required amount and types of insurance stated in this RFP.

5. If you have any questions regarding these limits, please contact the Clarke County Purchasing Office for clarification and discussion.

6. Note that the selected vendor shall furnish the County with all certificates of insurance, endorsements, declaration pages, and policies affecting coverage. The selected vendor must provide an endorsement letter that verifies that Clarke County, its officers, officials, employees, volunteers and agents (as their interest may appear)" are additionally insured.

7. The County shall not be responsible for any injury (including death) of any vendor or subcontractor that is visiting, inspecting, climbing, or conducting any work related to this procurement and the contract awarded in response to this procurement.

C. Codes, Permits, Fees, Licenses and Notices

1. It is the responsibility of the Vendor to maintain all required licensing and training for his/her employees to provide the services as stated in this RFP.

2. Costs for these items shall be the responsibility of the Vendor and shall be included in the proposal price(s).

3. The Vendor shall supply copies of all licenses to Clarke County, upon request.

4. The Vendor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

5. Clarke County Business License and/or a License from the Town of Berryville may be required. Please contact the Town of Berryville (540-955-1099) and the Clarke County Commissioner of the Revenue (540-955-5187) for more information. Only the selected vendor would be required to have a business license from the Town or County, if applicable.

D. Submittals

1. **Each vendor should submit one (1) original and two (2) copies (total of 3) of all requested Proposal components, including the Proposal Response Form. Original should be marked as such.**

2. Attachment A (Reference Form) and Attachment B (Proposal Response Form).

3. Sample copy of Certificate of Insurance showing coverage.

4. A signed copy of any addendum issued before bid opening date and time.

5. Attachment C: SCC Form

Per § 2.2-4311.2 of the Virginia Public Procurement Act, any contractor/vendor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

Vendors submitting a bid/proposal shall include the identification number that was issued to them by the State Corporation Commission. Any vendor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its quote a statement describing why the vendor is not required to be so authorized.

6. Proposals should include three copies of a report and DVD provided to another jurisdiction/municipality, preferably in Virginia, for similar work.

7. Copy of Virginia Contractor's License, if applicable.

8. Also note that the authorized signature should be notarized.

9. The proposal should be labeled RFP #20-0316 Inspection and Cleaning Services for Water Storage Tanks and must be received in the Clarke County Purchasing Office (129 Ramsburg Lane, Berryville, VA 22611) before 3:00:00 p.m. on Monday, March 16, 2020. Late submissions will not be opened.

E. Proposal Requirements

1. Proposals should be prepared simply and economically, providing a complete and concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

2. Ownership of all data, materials, and documentation originated and prepared for the RFP shall belong exclusively to Clarke County and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a vendor shall not be subject to public disclosure; however, the vendor must **clearly** identify the sections by marking "Proprietary" at the top of each applicable page and must explain why the protection is necessary.

F. Work Covered by Contract Documents

1. This section generally summarizes the Work, exclusions and special considerations applicable to the Contract. The Vendor shall thoroughly examine the entire Contract Documents, in addition to this section to determine the scope of work required under this Contract.

2. Where a specification section, which has been assigned to the Contract, refers to another specification section for standards, criteria, procedures, and methods of fabrication, it shall be deemed as included in the Contract by reference.

3. Any incidental work required to accomplish the work of the Contract shall be undertaken and completed at no additional cost to Clarke County.

3. All work performed and all materials used shall be ADA compliant, including but not limited to all materials supplied to the Vendor by all tiers of Subcontractors.

4. Vendor will review the Scope of Work to become familiar with the entire project and will advise Clarke County of any discrepancies.

G. Contract Method

1. This project will likely be awarded as one (1) contract.

2. Upon proposal review and approval by Clarke County, a purchase order or contract will be issued to the Vendor(s).

3. In most cases, receipt of purchase order or contract from Clarke County by the Contractor shall be considered the "Notice to Proceed" and/or "Contract".

4. A completed Certificate of Insurance with the County of Clarke, VA listed as Certificate Holder is required to be on file with the County before any work is allowed to begin.

H. Proposal Evaluation Criteria

1. Selection of the successful Offeror will be based upon submission of proposals meeting the selection criteria. The evaluation criteria will include:

   a. Pricing
   b. References
   c. Experience
   d. Past Performance
   e. Overall strength of the proposal, including interviews, if applicable

2. The County shall evaluate the proposals and may engage in individual discussions with vendors that are shortlisted for the contract. If interviews are deemed necessary, the interviews and the information gained from them will be used as evaluation criteria.

3. At the conclusion of the discussion, on the basis of evaluation factors as stated in the RFP and all information developed during the selection process, the County shall select the offeror which, in its opinion, has made the best proposal and will begin working with the vendor to establish a contract

4. The selected vendor must be deemed to be responsible and responsive. The County will determine if the selected vendor is responsible and responsive.

I. Independent Contractor

The selected vendor will be hired as an independent contractor and thus, agrees and understands that they, the vendor and its employees, are not employed by the County of the Clarke.

J. Vendor's Duties

1. All work performed under this contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by Clarke County or authorized representative.

2. The Vendor shall immediately upon discovery, bring to the attention of Clarke County any conflicts that may occur among the various provisions of the specifications and plans.

3. Failure of the Vendor to bring conflicts or exceptions to the attention of Clarke County shall allow Clarke County to require any changes deemed necessary before acceptance by Clarke County.

4. Vendor shall be responsible for all property damaged, or persons injured, by the Vendor's and/or subcontractors' negligence. This includes, but is not limited to, fences, trees, plants, grass, walks, drives, building surfaces – interior/exterior, visitors, visitors' belongings and vehicles, county equipment, building contents, etc.

5. The selected vendor shall be responsible for the safety of its employees. The County will not be responsible for any injuries (including death) of any of the vendor's employees.

K. Material Delivery, Storage and Handling (if applicable)

1. Vendor shall be responsible for (1) the protection of materials from deterioration during delivery, and while stored on site, and (2) all project related deliveries to the site, and materials stored on site.

2. Clarke County is not responsible for any material or equipment that is stored or left on Clarke County property.

3. Materials shall be stored in a neat and safe way as to prevent any type of accident.

L. Procedures for Authority, Workmanship, Inspection and Clean-up

1. Authority.....The extent and character of the services to be performed by the Vendor shall be subject to the general control and approval of the County authorized representative.

a) The Vendor shall comply with requests and/or orders issued by the authorized representative(s) acting within their authority for Clarke County.

b) The Director of Joint Administrative Services must approve any change to the contract in writing.

2. Workmanship.....All work under the resulting contract shall be performed in a skillful and workmanlike manner.

a) Vendor shall be responsible for conduct and supervision of its personnel.

b) There shall be no smoking or vaping on any School-owned property or in any County Government-owned building.

3. Inspection.....Clarke County may, from time to time, make inspections of the work performed under this contract. Any inspection by Clarke County does not relieve the Vendor from any responsibility regarding defects or other failures to meet the contract requirements.

M. Special Requirements

1. Accident Prevention and Safety – Each Vendor shall:

a) Comply with all applicable laws, ordinances, rules, regulations and orders of governing authorities having jurisdiction for the safety of all persons and property to protect them from damage, injury or loss.

V. EQUIPMENT AND INSPECTION SPECIFICATIONS

A. Equipment Specifications

The following is a description of the remote vehicle capabilities (ROV) that are a minimum for the completion of this work. Any ROV being proposed for this project shall meet these requirements:

2. ROV shall be dedicated for potable water use only. The vendor shall provide a letter of certification stating that the ROV is dedicated to potable water inspections.

3. ROV shall contain no liquids that could contaminate the water. Any thruster seal fluid must be a food grade product.

4. ROV must be capable of abrading the underwater surfaces to clean off corrosion products.

5. ROV must be able to measure sediment depths on the tank floor.

6. ROV must have a macro zoom camera capable of extreme close up inspection and long distance inspection of above water surfaces.

7. ROV must be capable of taking ultrasonic metal thickness readings on the floor and walls.

8. The selected vendor shall be aware that the Boyce Water Tank and Millwood Water Tank are glass lined water tanks and must use equipment that will not crack or damage the tanks while inspecting and cleaning the tanks.

B. Inspection Qualifications

The successful vendor should meet the following minimum qualifications:

1. Conducted at least five (5) inspections of potable water tanks using similar methods.

2. Field inspector should have at least three (3) years of water tank inspection experience.

3. Experience with the preparation of specifications for tank rehabilitation.

4. Proposal should include project references for at least four (4) recent projects, preferably in Virginia, and the resume of the field inspector and report preparer.

5. All equipment entering the water must be disinfected in accordance with AWWA C652 Section 5 standard for potable water tank diving and disinfection of equipment.

6. Vendors should include in their proposal a list of names of everyone scheduled to do work on the tank. Please include references, resumes, or proof of experience for each individual listed. The selected vendor shall notify the Owner of any additional individuals who will be working on the tank, if any, before that person(s) is able to work on the site.

VI: PROJECT SCOPE

A. Tank Evaluation

1. Vendor will perform a comprehensive interior inspection of the tanks in accordance with AWWA M42 Manual of Water Supply Practices "Steel Water Storage Tanks."

2. The consultant shall provide a high quality DVD video inspection of 100% of all internal surfaces, including the roof. The inspector shall be able to remove coatings and corrosion products on the internal submerged surfaces for direct examination of metal loss, pit depth, and coating failure.

3. Contractor shall provide a schematic diagram of the tank showing the location of each problem area with corresponding still color image. Contractor will provide detailed information and recommendations to maximize the serviceable life of each tank and provide information for possible modifications to improve operational effectiveness.

4. All equipment that is used in the tank must be sprayed with a chlorine solution, at a concentration of 200mg/L, in accordance with AWWA C652-86 Section 4.2.

5. Work shall not proceed when the ambient temperature is below 35 degrees Fahrenheit, and/or sustained wind velocity 15 miles per hour or above, and/or any rainfall or precipitation which would interfere with the work being performed safely.

6. Service shall be performed in a professional manner in accordance with industry standard best practices.

7. Contractor shall furnish all labor, materials, equipment, insurance, training and certifications to complete the proposed work. Note that the Clarke County Sanitary Authority will provide a dumpster at each site for any sediment removed from the tanks. The CCSA will be responsible for disposing of the sediment placed in the dumpsters.

8. The selected contractor is to provide for and follow all safety and security requirements.

9. Contractor shall leave the work area in clean, safe and operable condition upon completion of service activity. All access panels cover plates shall be properly replaced.

10. Contractor will provide for temporary on-site utilities with power, safety barriers, signage, fencing, and security specific to their portion of work as necessary to for the completion of the job.

11. Contractor shall provide adequate lighting to thoroughly document all surfaces with video under all conditions of water and surfaces.

12. The following items shall be inspected on each tank:

    a. Condition of steel on the interior and exterior. In the case of the Boyce Tower, the condition of the glass on the interior.

    b. Condition of the concrete pedestal (for the Boyce Tank) and the steel legs (for the White Post Tank). Please include details such as rust, paint peeling, cracks, etc.

    c. Corrosion of any exposed reinforcing materials.

    d. OSHA safety compliance of tank ladders and hatches.

    e. Sanitary conditions of tank hatches, vents, and other penetrations.

    f. Measurement of bottom sediment depths in at least (4) locations.

    g. Collect a sample of bottom sediment for analysis by the CCSA.

    h. Percentage of coating failure and corrosion on all coated surfaces.

    i. Test adhesion of exterior coatings.

    j. Measure Dry Film Thickness of Exterior Coating.

    k. Condition of foundation and anchors.

    l. Collect internal and external paint samples for metals analysis (for White Post Tank)

    m. Inspection of entry pathways for debris, evidence of microbial growth, sediment and contaminants, including, roof top access hatches, appurtenances, sidewall joints, vents and overflow piping, screens and penetrations for sanitary conditions.

    n. Inspection of exposed cables, hangars, supports and conduits associated with communication equipment for general condition and integrity and potential threat to water tank.

    o. Estimate the overall percentage of corroded steel expressed in quantitative terms (square feet for area and depth in mils).

    p. Inspect and report on the condition of the bolts, caulk, and epoxy.

q. The Clarke County Sanitary Authority prefers that vendors include "Examination and testing of lighting, fixtures, wiring, junctions and mechanical equipment for temperature sensing devices and water level mechanisms for integrity and service condition" with their proposals. Vendors may choose to not include this work in their proposal; however, it must be clearly stated, preferably in bold or highlighted font, that the work is not included with the proposal. Vendors may show a price with and without this requirement, but it must be clearly identified in the proposal. Note that vendors may have a subcontractor complete this work. If so, the vendor should indicate the name of the subcontractor in the proposal.

B. Report

The written report will contain at least twenty (20) color photographs from both the interior and exterior surfaces as an appendix to the report. The report must contain detailed recommendations for any safety, sanitary, or rehabilitation requirements along with estimated costs. The consultant shall supply two (2) copies of the report, one (1) CD of the photographs taken, and one (1) DVD containing the video inspection of the tanks.

The report should indicate the estimated life of existing coatings, as well as the expected remaining service life of the water tower with and without recommended repairs.

The vendor should provide recommendations and cost estimates for any needed repairs.

The vendor should include pertinent measurements of all of the tank's structural members and report on the appearance and structural condition of the following items where applicable:

1. Tower Interior and Exterior:

    a. Tower Structure (size and style)

    b. Vents (size and style)

    c. Roof manways (size and style)

    d. Ventilation manways (size, style, and screen size)

    e. Overflow weir and pipe (size, style, air breaks, splash pads, and drainage)

    f. Support column (size and style)

    g. Capacity level and head range

    h. Mud ring

i. Drains

j. Hatches

k. Floor condition

l. Pitting

m. Girders and sail plates

n. Ladders, cages, platforms, catwalks, and handrails

o. Reinforcement pads

p. Balcony or stiffening girder

q. Anchor bolts and cotter pins

r. Base pad condition, concrete foundations, diagonal windage rods and riser column rods

s. Screens on vents and overflows

t. Lighting

2. Inlet/Outlet piping.

3. Indications of leakage.

4. Condition of coated surfaces.

5. Provide structural inspection of the existing antennas, cabling support systems and connections to existing. Include recommendations regarding locations for future antennas, wiring pathways (vertically & horizontally) and support systems.

6. Safety devices and general compliance of the reservoir with OSHA or ANSI safety standards.

7. Owner's property. Extent of vegetation surrounding the columns and foundations which may affect the level moisture and retention of materials on the tower surfaces and foundation.

8. Site drainage and indications of settlement.

9. Compliance of the reservoir openings and coatings with sanitary and OSHA, health department requirements.

10. Condition of all reservoir appurtenances.

11. Evidence of ice or other damage to the reservoir.

12. Evidence of vandalism.

13. Compliance of the reservoir's present condition with current AWWA Standard.

14. Security

15. Check for damage caused by installation and maintenance of communication equipment (antennae, cables, etc.)

C. Underwater Cleaning

1. Based on the results of each inspection, the tanks may require sediment removal. Vendors are asked to provide price options with their proposal; one for inspection and cleaning and one for inspection only.

2. Cleaning will be conducted with the tanks full and in operation. Bottom sediment shall be removed. The Owner will be responsible for hauling the sediment away.

3. Cleaning shall be performed using divers certified and experienced in potable water diving. The selected vendor shall provide the procedure, labor, equipment, and supplies necessary to thoroughly remove all accumulated bottom sediment and debris from the water storage tank.

4. All diving shall be conducted by certified commercial divers who have been trained, certified, and adhere to the applicable standards in the industry.

5. All accumulated bottom sediment and debris shall be removed in a manner that does not compromise the tank integrity and/or coating system. The work shall not cause disruption to the use or quality of the water.

D. Other Requirements

1. The award will be based on a vendor's ability to meet all RFP requirements and the contract will likely be awarded as one (1) complete project.

2. All work shall be performed according to the standards of the industry and to the complete satisfaction of Clarke County.

3. All work shall be scheduled at the convenience of the County as not to interfere with the County's conduct of business.

4. All work performed under this contract shall be performed in accordance with all provisions, specifications, terms, and conditions stated within this document.

5. The Vendor agrees, in the performance of this contract, to require all employees to comply with the instructions pertaining to conduct and building regulations, issued by any of the County's duly appointed officials and/or employees.

6. The Vendor shall take all precautions necessary to ensure the safety of its employees and equipment, as well as all persons and property (including, but not limited to, County employees and their property and visitors/citizens and their property) while working on this project.

7. The Vendor, during the term of this agreement, shall be available for periodic inspections of the site at the request of Clarke County.

8. Clarke County reserves the right to stop work temporarily at any location because of weather conditions, lack of materials, safety violations, special functions, and/or performance not in accordance with the contract or any other unforeseen circumstances.

9. Accident Prevention and Safety - Each Vendor shall:

(1) Comply with all applicable laws, ordinances, rules, regulations and orders of governing authorities having jurisdiction for the safety of all persons and property to protect them from damage, injury or loss.

(2) Be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Contract.

(3) Be solely responsible for supplying and ensuring the use of all safety gear for all of Vendor’s employees and/or sub-contractors.

(4) Vendor shall conduct services in a manner that will not interfere with adjacent property.

(5) Vendor shall have a representative available daily to deal with and remedy all complaints.

(6) If any of the services do not conform with contract requirements, Clarke County may require the Vendor to perform the services again in conformity with the contract requirements at <u>no increase in contract amount</u>.

(7) When the defects in services are not or cannot be corrected by re-performance, Clarke County may (a) require the Vendor to take necessary action to ensure that future performance conforms to contract requirements and (b) reduce the contract price to reflect the value of the services performed.

(8) If the Vendor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract

requirements, Clarke County may (a) by contract or otherwise, perform the services and charge to the Vendor any cost incurred by Clarke County that is directly related to the performance of such service or (b) terminate the contract for default.

ATTACHMENT A: REFERENCE FORM

This form should be completed and returned as part of your Proposal. Vendors should provide the following references for four (4) most recent and similar projects.

1. FIRM NAME	
CONTACT PERSON	TITLE
STREET ADDRESS, CITY, STATE, ZIP	
TELEPHONE	FAX
SPECIFIC INFORMATION	
2. FIRM NAME	
CONTACT PERSON	TITLE
STREET ADDRESS, CITY, STATE, ZIP	
TELEPHONE	FAX
SPECIFIC INFORMATION	
3. FIRM NAME	
CONTACT PERSON	TITLE
STREET ADDRESS, CITY, STATE, ZIP	
TELEPHONE	FAX
SPECIFIC INFORMATION	
4. FIRM NAME	
CONTACT PERSON	TITLE
STREET ADDRESS, CITY, STATE, ZIP	
TELEPHONE	FAX
SPECIFIC INFORMATION	

Attachment B – Proposal Response Form.

Note: Sealed Proposals should be clearly marked, "RFP 20-0316 Inspection and Cleaning Services Water Storage Tanks" and must be received in the Clarke County Purchasing Office before 3:00:00 P.M., Monday, March 16, 2020. Proposals received after this time will not be opened. The official time will be determined by the clock in the Purchasing Office.

This form should be completed and returned as part of your proposal packet.

1. NAME AND ADDRESS OF FIRM

SIGNATURE		
BY (print name)		
TITLE	DATE	
COMPANY NAME		
STREET ADDRESS		
CITY, STATE, ZIP		
TELEPHONE	FAX	E-MAIL

SOCIAL SECURITY OR FEDERAL TAX I.D. #		
CLARKE COUNTY BUSINESS LICENSE #		
VIRGINIA CONTRACTOR'S LICENSE #	EXPIRATION DATE	CLASS
NAME OF INSURANCE CARRIER, BROKER OR AGENCY		

Pursuant to and in accordance with "REQUEST FOR PROPOSALS # 20-0316", the undersigned agrees to provide all equipment, fuel, insurance, licensing, training, labor, and material to the services as priced on the next page.

All prices shall include:

1. all applicable sales and/or use taxes,
2. all insurance premiums required,
3. all applicable allowances of this Proposal Response Form

Please note that vendors may submit alternate proposals that include more or less work than what is detailed in the RFP. However, the vendor must clearly identify the proposal as an "alternate proposal" and must clearly identify the scope of work in the alternate proposal, if applicable.

To conclude, although the CCSA encourages all vendors to submit a proposal based on the specifications described in the RFP; vendors may submit alternate proposals that they feel would be more beneficial to the CCSA and its customers.

2. PROPOSED COSTS

Inspection/Evaluation

Internal/External Inspection with Report

Boyce Water Storage Tank $_____

Millwood Water Storage Tank $_____

White Post Water Storage Tank $_____

Sediment Removal (please describe how your company charges for sediment removal, hourly, per inch, etc.)

Boyce Water Storage Tank $_____

Millwood Water Storage Tank $_____

White Post Water Storage Tank $_____

Paint Analysis (for White Post Tank)

Interior and exterior paint samples tested per EPA 6010B for the presence of lead, cadmium, and chromium.

$_____/sample

These rates must include all travel, fuel, and other related expenses, so that there are no additional expenses to the Clarke County Sanitary Authority above and beyond the amounts indicated in the proposal.

The Clarke County Sanitary Authority would like for all tank inspections to be completed within 60 days after award, with final inspection reports, pictures, and video due to the Clarke County Sanitary Authority no later than 30 days after completion of the inspection. The vendor shall invoice the owner after the final inspection reports, pictures, and video have been submitted to the Clarke County Sanitary Authority and reviewed.

3. EXPERIENCE

Please list the name of the employee(s) expected to do the work for Clarke County, if your company is awarded the contract. Please list their years of experience in dealing with water tank inspection and/or cleaning services and provide any certifications that he/she may have. Please feel free to provide additional information about the individuals expected to perform the services on a separate page, if needed.

NAME	YEARS OF EXPERIENCE	CERTIFICATIONS/LICENSES
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Number of Years the Firm has been in business (in inspecting/cleaning water tanks): _____ YEARS

4. ESTIMATED TIME

Please provide the estimated number of calendar days needed to complete inspection (only) of each tank from date of award:

Boyce Water Storage Tank: _____ CALENDAR DAYS

Millwood Water Storage Tank: _____ CALENDAR DAYS

White Post Water Storage Tank: _____ CALENDAR DAYS

If awarded all three tanks: _____ TOTAL CALENDAR DAYS

Please provide the estimated number of calendar days needed to complete cleaning (only) of each tank from date of award:

Boyce Water Storage Tank: _____ CALENDAR DAYS

Millwood Water Storage Tank: _____ CALENDAR DAYS

White Post Water Storage Tank: _____ CALENDAR DAYS

If awarded all three tanks: _____ TOTAL CALENDAR DAYS

5. SUBCONTRACTORS

The following Subcontractors are proposed for the item(s) of work listed. Trade contractors are subject to review per the General Conditions. List only firms that will supply any labor at this site. Submit a reference form for each Subcontractor listed.

ITEM OF WORK	SUBCONTRACTOR

6. RECEIPT OF CORRESPONDENCE

The undersigned acknowledges receipt and inclusion of the following into the proposal: (If none, write "NONE".)

A. Pre-bid minutes _____ Dated: _____
B. Pre-bid minutes _____ Dated: _____
C. Addendum No. _____ Dated: _____
D. Addendum No. _____ Dated: _____

7. PROPOSAL PRESENTATION

A. The Contractor having carefully examined the Proposal Documents and all other related documents, fully reviewed the existing site conditions, and having become familiar with all conditions affecting the proposed work, including the availability of labor, materials and equipment, agrees to perform all Work required by the Proposal Documents.

B. The Contractor, if awarded a Contract, agrees to commence the work on the date(s) specified in the Notice(s) to Proceed; to carry the work forward expeditiously with adequate forces; and subject to authorized adjustments, to achieve Interim Milestones, Substantial Completion and Final Completion in accordance with the dates or periods of performance set forth in the Contract Documents.

8. CONTRACTOR'S ORGANIZATION (strike out all conditions that do not apply)

A. An individual or sole proprietorship
B. A partnership
C. A joint venture
D. A corporation organized under the laws of the State of _____

9. ATTACHMENTS

The following is a checklist of items that are to be included with the Proposal Response Form and should be completed by the Contractor:

A. _____ Attachment A: Reference Form
B. _____ Attachment C: SCC Form
C. _____ Sample Certificate of Insurance
D. _____ Recognition of any addendum posted
E. _____ Copies of any required licenses or permits
F. _____ Three copies of a report and DVD provided to another jurisdiction/municipality, preferably in Virginia, for similar work.

10. SIGNATURE AND SEAL

Signed and sealed this _____day of _____, 20_____

OFFEROR - SIGNATURE: _____

NAME: _____

TITLE: _____

_____ Seal
Notary Public

My commission expires the _____ day of _____, 20____

END OF PROPOSAL RESPONSE FORM
BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK

ATTACHMENT C:
CLARKE COUNTY
DEPARTMENT OF JOINT ADMINISTRATIVE SERVICES
PURCHASING DEPARTMENT
129 Ramsburg Lane Berryville, VA 22611
Phone (540) 955-5185 Fax (540) 955-0456

Compliance with Virginia Law for Transacting Business in Virginia.

The undersigned hereby agrees, if this Bid/Proposal is accepted by Clarke County, for such services and/or items that the undersigned has met the requirements of the Virginia Code Section 2.2-4311.2

Please complete the following by checking the appropriate line that applies and providing the requested information:

A._____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is_____.

B._____ Bidder/offer is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C._____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

_____
Legal Name of Company (as listed on W-9)

_____
Legal Name of Bidder/Offeror

_____
Date

_____
Authorized Signature

_____
Print or Type Name and Title

ATTACHMENT D:
COUNTY OF CLARKE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are required for all sealed and unsealed written solicitations issued by the County of Clarke. The County of Clarke includes the Clarke County Board of Supervisors and General Government, the Clarke County School Board and School System, and all other agencies, boards, and commissions under the fiscal direction of the Clarke County Board of Supervisors.

TABLE OF CONTENTS

A. COMPETITION INTENDED
B. INQUIRIES
C. INCONSISTENCY IN PROVISIONS
D. COOPERATIVE PURCHASING
E. ETHICS IN PUBLIC CONTRACTING
F. TAX-EXEMPT STATUS
G. APPLICABLE LAWS AND COURTS
H. FIRM BID PRICING
I. TIE BIDS
J. ANTI-DISCRIMINATION
K. IMMIGRATION REFORM AND CONTROL ACT OF 1986
L. DEBARMENT STATUS
M. RESPONSE FORM PROCEDURES
N. BID WITHDRAWALS
O. AWARD SPECIFICS
P. JUSTIFICATION FOR TERMINATION
Q. DRUG-FREE WORKPLACE
R. INSURANCE REQUIRMENTS
S. BOND REQUIREMENTS
T. PERMITS AND LICENSES
U. PAYMENTS TO CONTRACTOR
V. PAYMENTS TO SUBCONTRACTORS
W. DISPUTES
X. PROTEST OF AWARD OR DECISION TO AWARD
Y. USE OF BRAND NAMES
Z. PAYMENT OF CLARKE COUNTY TAXES
AA. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE
BB. CONTRACT QUANTITIES
CC. DEVIATIONS
DD. SAFETY
EE. HOLD HARMLESS CLAUSE
FF. REFERENCES
GG. FEDERAL/STATE LAWS AND COUNTY ORDINANCES
HH. ANITTRUST
II. DEFAULT
JJ. TYPES OF CONTRACT CLAUSES THAT THE COUNTY SHALL ATTEMPT TO REMOVE FROM VENDOR CONTRACTS
KK. SEVERABILITY OF CONTRACT

A. COMPETITION INTENDED: It is Clarke County's intent that this document permits competition. It shall be the prospective bidder's responsibility to advise the Director of Joint Administrative Services in writing if any language requirements, specifications, etc., or any combinations thereof, inadvertently restrict or limit the requirements stated in this document to a single source. The Director of Joint Administrative Services must receive such notification not later than ten (10) calendar days prior to the date set for the bids to close.

B. INQUIRIES: If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder shall contact the Director of Joint Administrative Services, no later than seven (7) days before the due date.

Any changes after the bid is advertised will be official only when submitted in writing and signed by the Director of Joint Administrative Services.

Any and all changes will be made by addendum and sent to all recorded holders of the bid documents.

All addenda issued will become part of the bid.

For a list of specific persons available to discuss this bid, see Points of Contact.

C. INCONSISTENCY IN PROVISIONS: In the event there are inconsistencies between the General Terms and Conditions and any other schedules contained herein, the first shall govern.

D. COOPERATIVE PURCHASING: It is the desire of Clarke County that all other jurisdictions be allowed to "ride the bid" and enter in to a contract with any successful Contractor chosen by Clarke County, based on mutual agreement between successful Contractor(s) and other jurisdiction(s).

If this bid is used as a cooperative IFB issued by Clarke County, the following would apply:

1. Clarke County is acting as the "Contracting Agent" for the jurisdictions concerned and shall not be held liable for any costs, damages, etc., incurred by any other jurisdiction.

2. Each jurisdiction will execute its own purchase orders with the Contractor(s) and be invoiced accordingly, in accordance with each jurisdiction's purchasing policy and procedures.

3. For copies of other jurisdictions' terms and conditions, Contractor must contact them.

E. ETHICS IN PUBLIC CONTRACTING: The provisions contained in Article 6 of the Virginia Public Procurement Act (VPPA) as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered in to by Clarke County. A copy of these provisions may be obtained from the Director of Joint Administrative Service upon request.

By submitting their bids, all bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or Subcontractor in connection with their bid, and that they have not conferred to 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.

The provisions referenced above supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.2-3100 et. Seq.). The provisions apply not withstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act. To the extent that violations of the ethical standards of conduct constitute violations of the Code of Virginia, they shall be punishable as provided therein. Such sanctions shall be in addition to the civil remedies set forth.

By entering into a contract, the bidder conveys, sells, assigns, and transfers to Clarke County, all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the anti-trust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Clarke County, under said contract.

Consistent and continued tie bidding could cause rejection of bids by Clarke County and/or investigation for anti-trust violations.

F. TAX-EXEMPT STATUS: Since municipalities and school districts are exempt from all direct federal and state taxes, Clarke County is tax-exempt and will provide a tax-exempt certificate upon request. Contractor is responsible for paying any and all taxes on any purchases that it directly makes.

G. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed by the laws of the Commonwealth of Virginia. All Court proceedings shall be held in the Commonwealth of Virginia. The contractor shall comply with all applicable federal, state and local laws, rules, ordinances, and regulations.

H. FIRM BID PRICING: Clarke County requires the bid price remains firm for ninety (90) days after date of the bid opening, during which period bids may not be withdrawn. "Discount from list" bids are not acceptable unless requested.

I. TIE BIDS: The Joint Administrative Services Department and all other departments of Clarke County making purchases of services, supplies, material or equipment, shall, in making purchases of same, give preference to services, supplies, material or equipment sold by Clarke County and the State of Virginia vendors, in that order, in all cases of tie bids, quality and service being equal.

J. ANTI-DISCRIMINATION: Every individual or firm bidding must be an Equal Opportunity Employer as defined by federal law and the Code of Virginia, Virginia Public Procurement Act as amended: "Section 2.2-4311, Employment Discrimination by Contractor Prohibited" which reads:

All public bodies shall include in every contract of more than $10,000 the following provisions:

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 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.

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

2. 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.

K. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

L. DEBARMENT STATUS: By submitting a bid, the bidder certifies that they are not currently debarred by the Federal Government, Commonwealth of Virginia, or by any City, Town, or County 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.

M. RESPONSE FORM PROCEDURES:

1. Response Forms must be signed and received at the Purchasing Office, before the opening hour.

2. Sealed Bids and Sealed Proposals offered by fax and or telephone <u>will not be accepted.</u>

3. Quotes offered by fax will be accepted; however, <u>telephone quotes will not be accepted.</u>

4. All Response Forms delivered in person must be delivered to the Purchasing Office.

5. In submitting a Response Form, the bidder signifies that he/she is fully informed as to the extent and character of the supplies, materials, equipment and/or services necessary to perform this project in accordance with all documents constituting the bid and will comply satisfactorily with the bid documents.

6. Further, the bidder signifies that when necessary he/she has inspected the site on which the work shall be done and is aware of all conditions affecting the execution of the work contained within the bid documents. Failure to visit the site will in no way relieve the successful bidder from performance under the contract.

7. All information required by the solicitation must be supplied to constitute a responsive bid. All information submitted including prices should be typed so as to insure legibility. However, the bidder's signature shall be handwritten in ink in order for the bid to be considered.

8. The bidder expressly warrants that the price or prices quoted herein are not the result of an agreement or understanding expressed or implied with any other bidder or bidders.

9. By submitting a Response Form, bidders certify that they are not currently debarred by Clarke County from submitting bids, proposals or quotes on contracts, nor are they an agent of any person or entity that is currently debarred by Clarke County from submitting bids, proposals or quotes.

10. Any Response Form submitted with corrections must have corrections initialed by the person who signed the original. The unit price will prevail in the event an error is made in computing totals.

11. All prices for materials are to be F.O.B. Destination, prepaid and allowed. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order, commodity description, and quantity.

12. The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his/her right, title, or interest therein, or his/her power to execute written consent of Clarke County.

13. Bidders are encouraged to have a representative at the bid opening if information on the bids submitted is desired.

14. Bids will be opened at the advertised local prevailing time, but Clarke County officials reserve the right to take sufficient time to study the various bids and then make the awards. Bids will be awarded as promptly as possible after the closing date.

15. Unless otherwise specified, Response Forms must be <u>submitted in triplicate</u> and will be received at:
Clarke County Purchasing Office

129 Ramsburg Lane
Berryville VA 22611

16. Sealed Bid envelopes must be clearly marked, with the IFB number and project name, on the outside, lower left corner as follows:

Sealed Bid – Do Not Open
IFB #_____
PROJECT NAME_____

17. Sealed Bids will be received up to the advertised time and date at the Clarke County Purchasing Office and at the appointed time will be opened publicly and read allowed. The clock on the Purchasing Office's wall will be used to log the time each bid/proposal is received.

18. If more than one bid opening is held the same date, bids will be opened in succession as numbered and lettered (A, B, C, etc.).

a. Late bids will not be accepted. Bids received in the mail will be returned to the bidder unopened (provided properly sealed and marked as indicated above). Failure to comply with conditions set forth herein may result in removal of bid (all/part) from consideration.

b. All contracts, unless otherwise specifically stated, shall provide materials/commodities in new, first class condition, fresh stock, latest model, design or pack. This shall include any containers suitable for shipment, usage and/or storage unless otherwise indicated within this document. Verbal agreements to the contrary will not be recognized.

c. Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specifications and which are clearly necessary for the completion of such equipment and its appurtenance shall be considered a part of such equipment although not directly specified or called for in the specifications.

d. By law, Clarke County will not receive any materials, products, or chemicals that may be hazardous to an employee's health, unless accompanied by a Material Safety Data Sheet (MSDS) when products and/or chemicals are received. **MSDS must be submitted to Clarke County in triplicate**.

N. BID WITHDRAWALS

1. A bidder, for contract other than for public construction, may request withdrawal of his/her bid before award, by submitting a written request to the Director of Joint Administrative Services.

2. After bid/proposal opening, corrections shall be permitted only to the extent that the vendor can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the price actually intended. After the opening, no changes in prices or other provisions of bids/proposals prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder/offeror alleging a material mistake of fact may be permitted to withdraw its bid/proposal if:

a. the mistake is clearly evident on the face of the bid/proposal document but the intended correct bid/proposal is not similarly evident; or

b. the vendor submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Director of Joint Administrative Services.

3. If bid bonds were tendered with the bid, Clarke County may exercise its right of collection. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder in which the ownership of the withdrawing bidders is more than five percent (5%).

4. If a bid is withdrawn under the authority of this paragraph, the lowest qualified remaining bid shall be deemed to be the low bid.

5. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Director of Joint Administrative Services.

6. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or to perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

O. AWARD SPECIFICS

1. Clarke County reserves the right to accept, reject and/or cancel all or any part of any Response Form, and to waive minor technicalities.

2. Awards will be made to the lowest responsive and responsible bidder(s), provided services and quality are considered to be equal to (or better than) that offered by other bidders, and the right is reserved to make the award to other than the lowest bidder when it is in the best interest of Clarke County. Further, Clarke County will be the sole judge as to conditions affecting such interest.

3. Clarke County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work and/or furnish the item(s), and the bidder shall furnish to Clarke County all such information and data for this purpose, as may be requested.

4. Clarke County reserves the right to inspect bidder's physical facilities before award to satisfy questions regarding the bidder's capabilities.

5. Clarke County further reserves the right to reject any bid, proposal or quote if the evidence submitted by, or investigations of, such bidder fails to satisfy Clarke County, that such bidder is properly qualified to carry out the obligations of the contract and to complete the work and/or furnish the item(s) contemplated therein.

6. Clarke County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services confirm to the specification.

7. A contract shall not be assignable by the Contractor, in whole or part, without the written consent of Clarke County.

8. Unless otherwise specified, the right is reserved to make award based on all work and/or items, or on any part of work/items, whichever is in the best interest of Clarke County.

9. The right is reserved to cancel any contract and reject deliveries of any products or materials not in accordance with the specifications. All returns or exchanges will be at the Contractor's expense. Clarke County shall be the sole and final judge.

10. The Contractor shall pay all sales, consumer, use and other similar taxes for work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

11. The right is reserved to decide when a deviation from specifications is of sufficient consequence, when measured against the purpose for which the item will be purchased, to justify including it for consideration. Clarke County shall be the sole and final judge.

12. Should the delivery of any part of an order be delayed beyond time specified, or should any portion of the products delivered fail to comply with the specifications, Clarke County shall have the right to buy at market price for immediately delivery, and any excess cost of same over the price named herein is to be paid by the Contractor or deducted from any money due him/her thereafter.

13. If delay is foreseen, the Contractor shall give thirty (30) days prior written notice to the Director of Joint Administrative Services. Clarke County has the right to extend delivery date if reasons appear, in the sole discretion of Clarke County, to be valid. The Contractor must keep Clarke County advised at all times of status of order.

14. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Joint Administrative Services Department to purchase supplies, equipment or services elsewhere and charge the full increase in cost and handling to the defaulting Contractor.

15. **The Joint Administrative Services Department will permit NO SUBSTITUTIONS OR CANCELLATIONS after award without written approval.**

16. When Clarke County notifies a bidder, in writing, of its acceptance of the bidder's price(s) of any goods or services, this notification will signify the effective date of the acceptance of this contract.

17. Cancellation of a contract for any reason may result in the removal of the successful bidder's name from the mailing list for future bidding. If the cancellation is for non-performance of the contract, such cancellation may be at the successful bidder's expense.

18. All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Office before final payment on the contract is made. Unless otherwise stated, the manufacturer's standard warranty applies.

P. JUSTIFICATION FOR TERMINATION

1. Clarke County may terminate this contract in whole or part whenever the Director of Joint Administrative Services shall determine that such a termination is in the best interest of Clarke County.

2. Any such termination shall be effected by delivery to the Contractor at least ten (10) business days prior to the termination of a written Notice of Termination specifying the extent to which performance shall be terminated and the date upon which such termination becomes effective.

3. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit or unperformed services.

4. If any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval by Clarke County until said work or service is completed and accepted.

5. Possible reasons for termination are:

   a. Termination for Convenience – in the event this contract is terminated or cancelled upon request and for the convenience of Clarke County, without the required ten (10) days advance written notice, then Clarke County shall negotiate reasonable termination costs, if applicable.

   b. Termination for Cause – termination by Clarke County for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The ten (10) days advance notice requirement is waived in the event of Termination for Cause.

   c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years – when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

Q. DRUG FREE WORKPLACE: Every individual or firm bidding must be an Equal Opportunity Employer as defined by federal law and the Code of Virginia, Virginia Public Procurement Act as amended: "Section 2.2-4312, Drug-free Workplace to be Maintained by Contractor; Required Contract Provisions" which reads:

All public bodies shall include in every contract over $10,000 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 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 in accordance with this chapter, 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.

R. INSURANCE REQUIREMENTS: 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 contactor and any subcontractors, at any tier, will maintain these 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.

1. Please note the below insurance requirements are guideline minimum amounts only, and, depending on the goods/services required, may be increased or decreased. **Any changes in insurance requirements will be referenced within this document, under Specific Reference to General Terms and Conditions**.

2. The successful bidder shall procure, maintain and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of Clarke County by the bidder, his/her agents, representatives, employees or Subcontractors.

3. Actual proof of coverage as contained herein shall be submitted to Clarke County Purchasing Office within five (5) days after award has been made and before any work starts, services are provided, or goods are delivered.

4. The bidder shall maintain such coverage for the duration of the contract period for "occurrence" policies. "Claims made" policies must be in force, or that coverage purchased, for three (3) years after contract completion date.

5. The **Certificate of Insurance** shall be properly completed as follows:

a. It shall name "Clarke County, Virginia, its officers, officials, employees, volunteers and agents (as their interest may appear)" as "Certificate Holder".

b. It shall list "Clarke County, Virginia, its officers, officials, employees, volunteers and agents (as their interest may appear) added as an additional insured" under "Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions".

c. This provision may not apply to Professional Liability or Workers' Compensation/Employers' Liability.

6. The **Certificate of Insurance** shall be for a minimum of the following:

a. **Worker's Compensation- Statutory requirements and benefits**. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of Clarke 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.

b. **Employer's Liability - $100,000**

c. **General Liability – per occurrence $1,000,000.00**

This coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Bodily Injury and Property Damage, Personal and Advertising Injury, and Commercial General Liability form including Products/completed Liability Operations.

d. **Automobile Liability – per occurrence $1,000,000.00**

Coverage shall be sufficient to cover all vehicles owned, used or hired by the bidder, his/her agents, representatives, employees and/or Subcontractors.

e. **Product Liability $1,000,000.00**

Refer to General Liability above.

f. **Professional Liability/Errors and Ommissions Coverages are required when soliciting those services as follows:**

Profession/Service	**Limits**
Accounting	$1,000,000 per occurrence, $3,000,000 aggregate
Architecture	$2,000,000 per occurrence, $6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	$1,000,000 per occurrence, $3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) **(This complies with §8.01-581.15 of the Code of Virginia)	$2,350,000 per occurrence, $7,050,000 aggregate
Insurance/Risk Management	$1,000,000 per occurrence, $3,000,000 aggregate
Landscape/Architecture	$1,000,000 per occurrence, $1,000,000 aggregate
Legal	$1,000,000 per occurrence, $5,000,000 aggregate
Professional Engineer	$2,000,000 per occurrence, $6,000,000 aggregate
Surveying	$1,000,000 per occurrence, $1,000,000 aggregate

7. The Contractor's insurance company shall provide thirty (30) days written notice to Clarke County before any cancellation, suspension, or void of coverage, in whole or part, where such provision is reasonable.

8. **Contractor shall be responsible for making sure any/all Subcontractors each provide a Certificate of Insurance and meet all of Clarke County's insurance requirements**.

9. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by Clarke County. At the option of Clarke County, either the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to obtain a bond guaranteeing payment of losses and related claims expenses.

10. Failure to comply with any reporting provisions of the policy(ies) shall not affect coverage provided to Clarke County, its officers/officials, agents, employees and volunteers.

11. The insurer shall agree to waive all rights of subrogation against Clarke County, its officers/officials, agents, employees and volunteers for any act, omission or condition of premises by which the parties may be held liable by reason of negligence.

12. The bidder shall furnish Clarke County with the Certificate(s) of Insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(ies) to bind coverage on its behalf. If executed by a broker, a notarized copy of authorization to bind or certify coverage must be attached.

13. All insurance shall be placed with insurers maintaining an ***A.M. Best*** rating of no less than ***A: VII***. If ***A.M. Best*** rating is less than ***A.VII***, approval must be received from the Director of Joint Administrative Services.

14. All coverage designated herein shall be as broad as the Insurance Services Office ((SO) forms filed for use with the Commonwealth of Virginia.

S. BOND REQUIREMENTS

1. **Any necessary bonds will be referenced within this document, under Specific Reference to General Terms and Conditions** and the requirements are outlined below.

a. **Bid Bonds** – Each bidder shall accompany their bid with a bid bond or certified check in the amount of five percent (5%) of the amount bid. Such bond shall serve as liquidated damages and be forfeited in the event the successful bidder fails to enter into the contract.

If a bid bond is required and stated in an invitation for bid and a bidder submits a bid without a bid bond, the bidder will be considered non-responsive and shall be disqualified.

b. **Performance and Payment Bonds** – The successful Contractor shall furnish both a performance and payment bond, each in the amount equal to one hundred percent (100%) of the contract as security for the faithful performance of this contract.

c.) One or more surety companies authorized to do business in Virginia shall execute each of the bonds and the contractor shall select the surety company. Required bonds shall be payable to the County.

3. **Any other special bonding requirements will be listed under Specific Reference to General Terms and Conditions**.

4. All bonds shall be obtained at bidder's expense and shall be included in the bid price.

T. PERMITS AND LICENSES

1. Clarke County will attempt to make reference, within this document, to any necessary permits and licenses under Special Terms and Conditions. However, the contractor is ultimately responsible for ensuring that he/she has all the required permits and licenses.

2. For convenience purposes only, the following most commonly required permits and licenses are listed with their respective contact information.

Clarke County Building Permit
Per instructions from Building Department Office
Phone 540-955-5112

Clarke County Business License
Per instructions from Commissioner of the Revenue's Office
Phone 540-955-5108

Virginia State Contractor's License
Per VA Board for Contractors Statutes Title 54.1, Chapter 11
Phone 804-367-8500

Town of Berryville Since some of the county and school property is located within the limits of the Town of Berryville, Contractor is advised to check with the Town office to see what permits and licenses might be required for those projects. The Town Office phone number is 540-955-1099.

3. Clarke County does not waive any fees involved in securing Clarke County (or any other) permits. Any required permits and licenses are to be obtained at bidder's or Contractor's expense and to be included in the bid price.

4. All permit/license numbers must be indicated on or attached to the Response Form of this document.

U. PAYMENTS TO CONTRACTOR

1. Contractor warrants having clear title to all materials and supplies by submission of invoice being presented for payment.

2. All submitted invoices shall reflect the contract number and/or purchase order number, a detailed itemized breakdown of all charges, and (unless otherwise specified) shall be delivered to:

Clarke County Accounts Payable
317 West Main Street, Suite B
Berryville VA 22611

(v) 540-955-6171 (f) 540-955-0676

a. All submitted invoices shall show payer identification as follows:

b. Individual Contractors shall provide social security number.

c. Proprietorships, Partnerships and/or Corporations shall provide their federal employer identification number.

d. Payment will be made thirty (30) days after receipt of proper invoice, or thirty (30) days after receipt of all goods or inspection and acceptance of work, whichever is later.

e. Payment shall not preclude Clarke County from making a claim for adjustment on any item later found not to have been in accordance with the contract.

f. 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 that 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, the County of Clarke shall promptly notify the contractor as to those charges that 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.

g. Materials delivered shall be installed prior to invoicing, or else surety is to be provided.

V. PAYMENTS TO SUBCONTRACTORS

1. Any mention of the term "subcontractor(s)" in this section shall include any and all sub-tier Contractors.

2. A Contractor awarded the contract under this solicitation is hereby obligated to:

a. Pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from Clarke County for the proportionate share of payment received for work performed by the Subcontractor(s) under the contract or to notify Clarke County and the Subcontractor(s), in writing of the Contractor's intention to withhold payment and the reason.

b. Pay the Subcontractor(s) interest at the rate of one percent (1%) 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 Clarke county, except for amounts withheld as stated above.

c. The date of mailing of any payment by U. S. mail is deemed to be payment to the addressee.

d. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation on the part of Clarke County.

e. By submitting an invoice, the contractor agrees that all subcontractors have been paid or will be paid and the Contractor shall be responsible for resolving any and all claims submitted by the subcontractors.

W. DISPUTES

1. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) calendar days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based.

2. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.

X. PROTEST OF AWARD OR DECISION TO AWARD

1. Any bidder or offeror who desires to protest the award or decision to award a contract shall submit such protest, in writing, to the Director of Joint Administrative Services, no later than ten (10) calendar days after the award announcement or decision to award, whichever occurs first.

2. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror.

3. Written protest shall include basis for the protest and relief sought.

Y. USE OF BRAND NAMES

1. Unless otherwise provided within this document, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer names; it conveys the general style, type, character, and/or quality of the article desired, and any article which Clarke county in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

2. Any catalog, brand name or manufacturer's reference used in the bid invitation is descriptive – ***not restrictive*** – it is to indicate the type and quality desired.

3. Bids on brands of like nature and quality will be considered.

4. If other than brand specified is offered, illustrations and complete description (manufacturer, brand or trade name, catalog number, etc.) must be submitted with bid. Please note that samples may be required.

5. If bidder makes no other bid and takes no exception to the specifications or reference data, the bidder will be required to furnish brand names, numbers, etc., as specified.

6. Bidders, by their signature and submission of bid, certify that any/all item(s) bid upon meet and/or exceed the specifications.

Z. PAYMENT OF CLARKE COUNTY TAXES

1. All bidders located or owning property in Clarke County shall assure that all real and personal property taxes are **paid before submitting a bid**.

2. Clarke County will verify payment of all real and personal property taxes by the successful bidder before the award of any contract.

AA. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

1. Clarke County is required to comply with state and federal disability legislation: §504 of The Rehabilitation Act (RA) of 1973, The Americans with Disabilities Act (ADA) for 1990 Title II, and the Virginians with Disabilities Act (VDA) of 1990.

2. Specifically, Clarke County may not, through its contractual and/or financial arrangements, directly or indirectly, avoid compliance with Title II of the ADA, Public Law 101-336, which prohibits discrimination n the basis of disability by public entities.

3. Subtitle A protects qualified individuals with disability from services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the RA 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 ADA. The VDA of 1990 follows the RA of 1973, Section 504.

BB. CONTRACT QUANTITIES

1. The quantities specified in this document are estimated only, and are given for the information of bidders and not for the purpose of bid evaluation. They do not indicate the actual quantity to be ordered, since such volume will depend upon requirements that develop during the contract period.

2. Quantities shown shall not be construed to represent any amount which Clarke County shall be obligated to purchase under the contract, or relieve the Contractor of obligation to fill all orders placed by Clarke County.

3. No bid will be considered which stipulates that Clarke County shall guarantee to order a specific quantity of any item.

CC. DEVIATIONS: If there is any deviation in any bid from that prescribed in the Scope of Services, the appropriate line in the Scope of Work/Services shall be ruled out and the substitution clearly indicated and submitted with the Bid Response Form. Clarke County reserves the right to determine the responsiveness of any deviation(s).

DD. SAFETY

1. All Contractors and Subcontractors performing services for Clarke County are required to 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.

2. 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.

EE. HOLD HARMLESS CLAUSE: Bidders shall provide that, during the term of this contract, including any warranty period, for the firm indemnifying, defending and holding harmless of Clarke County, its officials, employees, agents, 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 Contractor's employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The bidder also agrees that this clause shall include claims involving infringement of patent or copyright.

FF. REFERENCES: All bidders shall include with their Response Form a list of current references for whom comparable work has been performed or to whom comparable goods have been provided. A separate attachment has been provided and must be completed entirely and returned with the bid. Failure to include Reference Form may be ample cause for rejection of bid as non-responsive.

GG. FEDERAL/STATE LAWS AND COUNTY ORDINANCES: Any and all Federal and Commonwealth of Virginia Laws and County Ordinances that are not referenced or stated in the County's General Terms and Conditions shall apply to all contracts/orders.

HH. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Clarke 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 Viriginia, relating to the particular goods or services purchases or acquired by the County of Clarke under said contract.

II. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County of Clarke, 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 that the County may have.

JJ. <u>TYPES OF CONTRACT CLAUSES THAT THE COUNTY SHALL ATTEMPT TO REMOVE FROM VENDOR CONTRACTS.</u> Some, but not all, examples of clauses that may delay or stop a contract from being signed are shown below:

a. The County shall attempt to remove late fee clauses.

b. The County shall attempt to remove one-time fee clauses, such as administrative, restocking, and documentation fees.

c. The County shall attempt to remove clauses involving the adjustment of payments due on a fixed-price contract (without prior County approval).

d. The County shall attempt to remove clauses that provide the vendor with an automatic renewal of a contract unless County notification is provided within a particular time frame.

e. The County shall attempt to remove clauses where the County is asked to reimburse a vendor for its expenses to refurbish equipment or materials that have been leased by the County to ensure that the vendor can resell or release the item.

f. The County shall attempt to remove clauses where the County is asked to provide a security deposit.

g. The County shall attempt to remove any clauses that disclaim warranties.

h. The County shall attempt to remove any clauses that put time constraints on the County's right to file legal action.

i. The County shall attempt to remove indemnity clauses from all contracts. If the complete removal of an indemnity clause can not be agreed upon, the County shall ensure that the maximum amount of liability is satisfactory. The County also may attempt to include its own indemnity clause in which the County's maximum amount of liability is clearly stated.

j. The Clarke County Treasurer must approve any contract that allows a vendor to directly debit/charge the County's bank account.

k. All Court proceedings shall be held in the Commonwealth of Virginia.

When a specific contract clause can not be agreed upon, the County reserves the right to end negotiations with the respective vendor and begin negotiations with another vendor.

KK. SEVERABILITY OF CONTRACT: In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

LL. The County reserves the right to waive or amend any of its General Terms and Conditions if the Purchasing Agent and/or Joint Administrative Board deem it to be in the best interest of the County.

END OF GENERAL TERMS AND CONDITIONS
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APPENDIX: PICTURES OF EACH WATER TANK

MILLWOOD

Drawings and specifications of all three tanks can be downloaded at the Clarke County Government Website, www.clarkecounty.gov under business and procurement notifications. Each tank will have its own file called "Drawing of ("respective tank name") Tank for RFP #20-0316."