

**BEDFORD COUNTY
INVITATION FOR BIDS (IFB)**

Issue Date: February 7, 2020

Title: Manufacture and Delivery of an Off-Road Yard Truck

Place of Performance: Bedford County Waste Management Facility, 1060 Recycle Road, Bedford VA 24523

Sealed Bids Will Be Received Until 3:00 p.m., February 21, 2020, For Furnishing the Goods and Services Described Herein And Then Opened In Public. **No Late Bids Will Be Accepted.**

Period of Contract: From Date of Award until Delivery of an Off-Road Yard Truck in compliance with bid specifications.

All Inquiries For Information Should Be Directed To: Michael T. Dorsey, Division Manager Solid Waste, Phone: (540) 586-7656 , Fax: (540) 297-1038 E-mail: mdorsey@bedfordcountyva.gov

DELIVER BIDS TO:

Bedford County Administration Office
122 East Main Street, Suite 210
Bedford, VA 24523

ATTENTION ALL BIDDERS: FOR CONDITIONS OF BIDDING, INCLUDING INSTRUCTIONS REGARDING BID SUBMISSIONS, PLEASE REFER TO GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS.

IF YOU NEED ANY REASONABLE ACCOMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

BIDDERS ARE RESPONSIBLE FOR ALL ADDENDA ASSOCIATED WITH THE SOLICITATION.

To check for updates, go to: <https://www.bedfordcountyva.gov/about-bedford/administration/procurement>

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1.0 PURPOSE

The purpose and intent of this Invitation for Bid (IFB) is to establish a firm fixed price contract with one qualified Contractor to manufacture and deliver a 2019 or newer off road yard (spotter) truck equivalent to an Ottawa T2 4x2 Off Road.

Responsible Bidders will complete the Vehicle Specification Sheet noting compliance and any/all non-compliance with the detailed specifications. Bedford County retains sole authority to determine if any specification difference is a material change making the bid non-responsive, or requesting an alternative specification at the same bid price. The submitted vehicle shall be in compliance with all applicable laws and regulations and in accordance with the terms, conditions and specifications contained herein and attached hereto.

Contractors submitting bids must be prepared to enter into an agreement for the provision of requested services and goods as set forth in this IFB.

This solicitation is issued by the Bedford County Department of Public Works on behalf of the Bedford County Board of Supervisors, a political subdivision of the Commonwealth of Virginia, herein referred to as "Owner".

2.0 BACKGROUND

Bedford County has operated the Waste Management Facility since 1994 at 1060 Recycle Road, Bedford VA. The facility is located approximately 7 miles south of the Town of Bedford off Route 43.

Planned improvements to the existing operation will allow the usage of transfer trailers 48 feet in length. A yard truck is needed to relocate empty and full trailers at the facility.

3.0 SCOPE OF WORK

- 3.1 The Owner is seeking bids equivalent to the following vehicle: **2019 or newer model Ottawa T2 4x2 Off Road** fully equipped to relocate off-road empty and full MSW transfer trailers.
- 3.2 Contractors shall be required to complete the attached Bid Form, other attached forms, and Vehicle Specification Sheet as their submitted response. Submitted bid pricing shall remain valid until delivery of a Yard Truck in compliance with bid specifications. If the Bidder cannot provide firm pricing that would be valid until this time, the Bidder should include offer term date(s) with their response. The Owner reserves the right to determine if an alternative date is acceptable or makes the bid non-responsive.
- 3.3 Vehicles bid shall be 2019 or newer production models, complete with all standard equipment, unless otherwise specified. Any item that is standard equipment on the vehicle bid, but not specified in the listed specifications, is not to be removed from the vehicle.
- 3.4 Equipment, supplied by the Contractor, shall be installed within the vehicles shall be new and free from defects. All equipment installation shall conform to industry and manufacturing standards.
- 3.5 Delivery to Owner's facility will be included in the Contractor's submitted vehicle bid. Contractor will deliver vehicle to, FOB destination, to the Bedford County Waste Management Facility located at 1060 Recycle Road, Bedford VA 24523. Vehicle shall be delivered with the fuel tank at least ½ full. The Contractor shall submit an application for certificate of title within one (1) business day after delivery has been made. The title to the vehicle shall be delivered within fifteen (15) days after delivery to Bedford County at which time invoice shall be paid.
- 3.6 Upon delivery Contractor shall deliver a statement of origin and delivery, and comprehensive warranty information. The following minimum coverage shall apply: 2 Year/6,000 hours 'bumper

to bumper' parts and labor warranty. A copy of the warranty shall be provided to the Owner at the time of delivery along with parts and operating manuals.

4.0 **SUBMISSION OF BIDS**

4.1 **Bidders are reminded to return all required forms when submitting their bid.**

Checklist:

- a. Bid Form
- b. Insurance Checklist
- c. State Corporation Commission Form
- d. Contractor Data Sheet

4.2 All bids shall be submitted in a sealed envelope or package with the **bid title and bidder's name and address on the outside** of such envelope or package.

4.3 Bids received after the due date/time will not be considered for contract award and will be returned to the Bidder.

4.4 All questions pertaining to this solicitation must be received by the buyer indicated on page one (1) of this solicitation, no later than five (5) business days prior to the date set for the bid opening.

4.5 Bidders are reminded that changes to the bid, in the form of addenda are often issued between the issue date and within three (3) days before the due date. Addenda are posted at:

<https://www.bedfordcountyva.gov/about-bedford/administration/procurement>

4.6 It is the responsibility of the Bidder to monitor for issued addenda. Acknowledge all addenda on the Bid Form.

5.0 **EVALUATION AND AWARD**

5.1 Bid Prices. Bids shall be in the form of firm fixed unit prices for Manufacture, Delivery, and Installation in compliance with the scope of work as specified herein and attached hereto. Bidders shall include all costs associated with the Scope of Work in the Unit Price, including delivery, cleaning, and pick-up; extra charges are not permitted. **All items on the Bid Form must be completed and provided, for a compliant bid submission.**

5.2 Award. Owner will make the award on the basis of the lowest cost from a responsive and responsible Bidder. The Owner reserves the right to conduct any test it may deem advisable and to make all evaluations. The Owner also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Owner to be in its best interest.

6.0 **CONTRACT ADMINISTRATION**

The successful administration of this contract will require close coordination with the Contract Administrator(s). These individuals are the interpreters of the conditions of the contract and the judge of its performance, and will use all powers under the contract to enforce its faithful

performance. The Contract Administrator(s) will determine the amount, quality, acceptability, and fitness in all aspects and shall decide all other questions deferred to them from the county/school in connection with the contract performance. Any modifications made must be authorized by the Owner and issued as a written modification to the Contract. The Contractor shall work closely with the Contract Administrator(s) during this contract to ensure that goods are provided in accordance with the contract.

7.0 **CONTRACT PERIOD**

The contract period begins after Notice of Award through accepted delivery of a yard truck in compliance with bid specifications by the Owner anticipated in the June-July 2020 timeframe.

8.0 **PRICES AND PRICE ADJUSTMENTS**

The Contractor warrants that the submitted bid price is valid through delivery encompassing the manufacture and delivery as specified. Price adjustments will be considered by Owner for significant unavoidable costs related to transportation and similar force majeure events, or change orders resulting from Owner request.

9.0 **METHOD OF ORDERING/INVOICING/PAYMENT**

Ordering: Owner will submit written Notice of Award to low bidder to initiate the ordering process. Payment: Owner will make payment within thirty (30) days after delivery and receipt of accurate and complete invoice(s).

10.0 **INSURANCE REQUIREMENTS**

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the insurance coverage required in the Insurance Checklist at the time of award. The Owner requires the Bidder to furnish a compliant Certificate of Insurance within five business days of request. The Bidder further certifies that the Contractor will maintain the specified coverage during the entire term of the contract and that all insurance will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract the Contractor shall furnish certificates of insurance for the coverage required with Bedford County endorsed as additional insured.

11.0 **VIRGINIA STATE CORPORATION COMMISSION**

All bids shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in paragraph 45 of the General Conditions and Instructions to Bidders. Use the form provided to furnish the State Corporation Commission Identification Number or justification for non-registration. The SCC may be reached at (804) 371-9733 or at www.scc.virginia.gov/default.aspx. Failure to include this form with the sealed bid submission may result in rejection of the bid.

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 12/7/2018

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by Bedford County, unless otherwise specified. The term "Owner" as used herein refers to Bedford County, the contracting entity which is the signatory on the contract, a political subdivisions of the Commonwealth of Virginia. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Owner will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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1. **AUTHORITY**-The issuing department has the sole responsibility and authority for negotiating, and when necessary modifying this solicitation and resulting contract. Any contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
 2. **COMPETITION INTENDED**: It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Owner in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Owner must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any 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 three (3) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the buyer. Notifications regarding specifications may not be considered if received in less than three (3) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS**: Failure to submit a bid/proposal on the official Owner form provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS**:
Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Owner by the designated date and hour.
 - a. The official time used in the receipt of bids/ proposals is that time on the automatic time stamp machine in the Owner.
 - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - c. If the Owner closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS**:
A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:
 - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Owner, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same Bidder/Offeror or of another Bidder/Offeror in which the ownership of the withdrawing Bidder/Offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No Bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the Bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offerors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE**: The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

**ADDRESSED AS INDICATED ON PAGE 1
TITLE
BID/PROPOSAL DUE DATE AND TIME**

VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.
12. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
13. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
14. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
15. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all 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.
16. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Owner, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the issuing department, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.
17. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
18. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

19. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner 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. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder

clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

20. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
21. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

22. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

23. **AWARD OR REJECTION OF BIDS:** The Owner shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Owner reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Owner also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
24. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Owner may be viewed at: <https://www.bedfordcountyva.gov/about-bedford/administration/procurement>.
25. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
26. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Bedford County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

27. **APPLICABLE LAW AND COURTS:** 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 Circuit Court of Bedford County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
28. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Bedford County, relating to the particular goods or services Purchase and Delivery or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
29. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
 1. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the contract. All invoices shall show the contract number, Purchase and Delivery order number, and any federal employer identification number.
 2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 4. The Owner's fiscal year is July 1 - June 30. Contractors are advised to submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 5. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
30. **PAYMENT TO SUBCONTRACTORS:** 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 the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. 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 the Owner, 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 the Owner.
31. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Owner.
32. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional Purchase and Delivery and administrative costs. This remedy shall be in addition to other remedies which the Owner may have.
33. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. 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, 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:

1. 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.
2. 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.
3. 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.

B. The Contractor will include the provisions of A. above in every subcontract or Purchase and Delivery order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

34. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the contract. All invoices shall show the IFB/RFP title and date.
35. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- A. The parties may agree 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.
 - B. The Owner 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 Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
 1. By mutual agreement between the parties in writing; or
 2. 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 Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 3. 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 Owner with all vouchers and records of expenses incurred and savings realized. The Owner 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 Owner within thirty (30) days from the date of receipt of the written order from the Owner. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. 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 Owner or with the performance of the contract generally.

C. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors.

36. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
37. **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 and Delivery 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.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance 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.
- A. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
- B. Termination for Cause: Termination by the Owner 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. However, pursuant to paragraph 32 of these General Conditions, the Owner may hold the contractor responsible for any resulting additional Purchase and Delivery and administrative costs. The thirty (30) 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 canceled.

39. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current Code of Virginia, all resultant contracts will be extended, with the authorization of the Contractor, to other Public Bodies of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the Purchase and Delivery order, contractual disputes, invoicing and payment. Bedford County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the contract.

Bedford County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
41. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
42. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Section 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may become void.
43. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, project title, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the project title, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

44. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
45. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
46. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Owner's project representative when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the Purchase and Delivery shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Owner, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
47. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the Purchase and Delivery order.
48. **REPLACEMENT:** Materials or components that have been rejected by the Owner, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
49. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
1. Project Title,
 2. Name of Article and Stock Number,
 3. Quantity Ordered,
 4. Quantity Shipped,
 5. Quantity Back Ordered,
 6. The Name of the Contractor.

BIDDER/CONTRACTOR REMEDIES

50. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract by Bedford County shall submit such protest in writing to the County Administrator no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected Bidder/Offeror is not a responsible Bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the Bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action. Nothing in this paragraph shall be construed to permit a Bidder/Offeror to challenge the validity of the terms or conditions of the solicitation.
51. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) 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. 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. A written decision upon any such claims will be made by the Board of Supervisors within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the Board of Supervisor's decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the Board of Supervisor's shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the Board of Supervisors fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

BID FORM (Page 1)

**BEDFORD COUNTY
INVITATION FOR BID (IFB)
Manufacture and Delivery of an Off-Road Yard Truck**

BID NUMBER AND OPENING DATE SHOULD BE CLEARLY MARKED ON FRONT OF ENVELOPE.

FIRM NAME

PHONE# (INCLUDING AREA CODE)

ADDRESS

FAX#

CITY, STATE AND ZIP

FEDERAL IDENTIFICATION NUMBER

E-MAIL ADDRESS

POINT OF CONTACT NAME & TITLE

The Bidder agrees to furnish all labor, materials, and equipment necessary to provide the goods and services called for in the Solicitation Documents of IFB Manufacture and Delivery of an Off-Road Yard Truck, with all Addenda thereto at the firm fixed prices specified in this Bid Form (attached).

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

By signing this Bid the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of Bedford County of the Commonwealth of Virginia.

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS BID

SIGNATURE OF AUTHORIZED PERSON SUBMITTING THIS BID

DATE

Receipt of the following Addenda are acknowledged:
Addendum No. _____, dated _____
Addendum No. _____, dated _____

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BID FORM (Page 2)
BEDFORD COUNTY
INVITATION FOR BID (IFB)
Manufacture and Delivery of an Off-Road Yard Truck

Model: Ottawa T2 4x2 Tier4F Off Road, or equivalent

System	Required Equipment	Check to confirm compliance with Specifications, or describe alternate specification for Owner review and consideration
Brakes	Off-highway brake system (standard); automatic slack adjusters front and rear	
Wheelbase	126" wheelbase. 14"x4.25"x3.5" steel 50,000 PSI 3/8" formed C-Channel. (RBM: 1,835,000 in/lbs)	
Engine	Cummins Tier 4 final QSB6.7 - 173 HP @ 2200 rpm, 620 lb/ft of torque @ 1500 rpm, electronic and charge air cooled with primary fuel filter. DEF based emission control. Block heater Air cleaner with removable element and pre-cleaner . Air cleaner/pre-cleaner are mounted inside the engine compartment. Grid heater, air restriction indicator mounted under the hood and starter lockout are standard. 18.7 cfm air compressor	
Transmission	Allison Gen IV 3500RDS electronic transmission; push button shifter	
Fuel Tank	50 gallon rectangular step type fuel tank mounted on street side.	
Cooling	Long life coolant; overflow reservoir	
Front Axle	Meritor FF-961, 12,000 lbs with 16.5" x 5" brakes. Automatic slack adjusters	
Front Suspension	Parabolic 3 Leaf spring suspension, rated 14,600 lbs, shackle free, lube free	
Rear Axle	Meritor RS24160 with 7.17:1 ratio. 30,000 lb. rating at 15 mph or below. 16.5" x 7" brakes, automatic slack adjusters	
Rear Suspension	No suspension-bolted direct to frame.	
Fifth Wheel	Plate rated at minimum 80,000 pounds with in-cab release	
Hydraulics	Wet spline hydraulic pump lubrication PTO; minimum 10 gpm pump; minimum 20-gallon hydraulic tank	
Lifting	"Quick Lift" hydraulic system, 17" lift with upper and lower spherical bearings	

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**BEDFORD COUNTY
INVITATION FOR BID (IFB)
Manufacture and Delivery of an Off-Road Yard Truck**

Model: Ottawa T2 4x2 Tier4F Off Road, or equivalent

System	Description	Check to confirm compliance with Description, or describe alternate specification for Owner review and consideration
Tires	Standard grade highway tread tires	
Batteries	(2) 12 Volt maintenance free 750 CCA; battery disconnect mounted on side of battery box; jump start studs located on side of battery box	
Electrical	12 volt; negative ground; 130 amp alternator; 7 wire receptacle at rear of cab	
Lights	Headlights, front park/turning, rear park/stop/reverse lights. One rear facing floodlight on upper right hand side of cab.	
Paint	Multi-coat Ecoat primer, powder top coat as follows: steel and composites cab – white; platforms, steps and grab handles - yellow; chassis - black; Wheels – white; rubberized undercoating under cab and skirting.	
Cab	Steel and composite cab with aluminum sliding rear door; Electric cab tilt – 45 and 90 degrees 3-point cab mounting Air ride seat with isolator; retractable seat belt Air conditioner/heater/fresh air ventilation; 3 vents for driver; defroster – 4 front vents, 2 side vents; can fan Windshield washer; pantograph wipers Tinted glass all windows Digital instrument cluster – air pressure, fuel level, hour meter, odometer, speedometer, lights, alarms for critical situations; Interior LED lights Aluminum west coast mirrors; Sun visor Cup holder Cab insulation Certified Rollover Protection (ROPS) Removable rubber floor mats	
General	Gross Combined Weight Rating: 81,000 lbs Maximum Ground Speed: 25 mph	

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**BEDFORD COUNTY
INVITATION FOR BID (IFB)
Manufacture and Delivery of an Off-Road Yard Truck**

BIDDER NAME (Please Print or Type): _____

All costs, including the manufacture, delivery, pre-delivery inspections, cleaning, repairs and other costs needed to meet procurement specifications are included. Please return completed Bid Form no later **3:00 p.m., February 21, 2020.**

Item Description	Bid Price
Manufacture and Delivery of an Off-Road Yard Truck; FOB destination; parts and operating manuals	\$

Bid Submitted By: _____ **Date:** _____
(Signature)

(Please Print or Type)

Contact Person (Please Print or Type)

Contact Name: _____ Email: _____

Office Phone: _____ Cell Phone: _____

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BEDFORD COUNTY INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> <u>(figures denotes minimum)</u>
—	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
X	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
X	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
—	8. Other Insurance:	
X	9. Auto and General Liability Policies shall be endorsed to name Bedford County as additional insured (This coverage is primary to all other coverage The County may possess and must be shown on the certificate)	
X	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Bedford County in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
X	11. The Certificate must state Bid/RFP Title.	
X	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

BIDDER/OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM

SIGNATURE

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CONTRACTOR DATA SHEET

- 1. QUALIFICATIONS OF BIDDER: Bidders must have the capability and capacity in all respects to fully satisfy the contractual requirements as specified.
- 2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: _____ Years _____ months.
- 3. REFERENCES: Indicate below a listing of at least three (3) recent or present contracts in which you have provided this type of work of the size and scope specified.

<u>Client Name and Address</u>	<u>Contact Person and Phone Number</u>	<u>Period of Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check Applicable Box:
Corporation Partnership Individual Joint Venture Other _____

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PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator.

If this quote for goods or services is accepted by Bedford County, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

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

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

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

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

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

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

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

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