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**PITTSYLVANIA COUNTY  
BOARD OF SUPERVISORS**

**REQUEST FOR PROPOSAL  
RFP: 2020-12-08**

**REBUILT COMPACTOR FOR LANDFILL  
December 10, 2020**

**CONTACTS: CONNIE GIBSON, PURCHASING MANAGER**

Pittsylvania County, Virginia  
RFP # 2020-12-08  
Rebuilt Landfill Compactor

**GENERAL INSTRUCTIONS TO OFFERORS**

**DUE DATE:** Sealed Proposals will be received until **January 5, 2021**, no later than **11:00AM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

**ADDRESS:** One original and (2) copies of the proposals should be mailed or hand delivered to:  
**Pittsylvania County Purchasing Department**  
**Att: Connie Gibson**  
**1 Center Street**  
**Chatham, VA 24531.**

All Proposals must be in a sealed envelope or box and clearly marked in the lower left corner: "**Sealed Proposal - RFP #2020-12-08, "Rebuilt Landfill Compactor"**" Proposals not so marked or sealed shall be returned to the offeror and will not be considered.

Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and include the title of the individual signing on behalf of the offeror (see page 2). All expenses for making Proposals to Pittsylvania County shall be borne by the offeror. **All Proposals shall be received by 11:00AM, January 5, 2021.** Any proposal received after this time and date will not be considered. The offeror has the sole responsibility to have the proposal received by the Pittsylvania County Purchasing Department at the above address and by the above stated time and date.

**QUESTIONS:**

1. All questions regarding this RFP must be made in writing. The written questions must be received by the County no later than 2:00 p.m., Monday 17, 2020. Questions may be faxed to (434) 432-7746 or emailed to [Connie.gibson@pittgov.org](mailto:Connie.gibson@pittgov.org).
2. All responses to questions will be posted on Pittsylvania County website: [www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov) by December 18, 2020, 3:00pm. The offeror has the sole responsibility to go to the website and receive the responses or by contacting Connie Gibson requesting they be emailed. The responses will be an addendum to the RFP. All such responses by the County shall become part of the RFP.
3. Oral instructions do not become part of the proposal documents.

Note: The County of Pittsylvania, Virginia does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §§ 2.2-4343.1, 1950 as amended or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Federal, State, and County law relating to discrimination in employment or contracting.

In Compliance with this Request for Proposal the named party hereby submits a proposal in response to Pittsylvania County to furnish services described in this RFP. The entire proposal, including Technical proposal, Proposal Cover Sheet, and any supplemental materials required to be provided by the offeror pursuant to the terms and conditions of the RFP, constitute the entire proposal.

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

The party submitting the forgoing Proposal acknowledges the provisions, terms and conditions of this RFP, including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this RFP is correct and true. The person signing this form shall be an authorized signatory officer of the corporation or an individual authorized by the By-Laws of the Corporation that has been given authoritative responsibility to bind the firm in a contract.

Name and Address of Firm:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_  
(Signature in Ink by Officer of the Corporation)

\_\_\_\_\_ Name: \_\_\_\_\_  
(Please Print)

\_\_\_\_\_ Zip Code \_\_\_\_\_ Title: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

State Corporation Commission #: \_\_\_\_\_  
Receipt of the following Addenda are acknowledged: **Attach a copy of your company's SCC Certificate and a list of officers**

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_  
(Please note all addenda's)

**(Return this Form)**

## **Introduction**

### **PURPOSE**

Pittsylvania County is issuing this Request for Proposal (RFP) to vendors to furnish and deliver one (1) rebuilt landfill Caterpillar 836K or equivalent, per specs herein or Pittsylvania County approved equal.

### **1. GENERAL REQUIREMENTS**

The County is seeking sealed proposals for a rebuilt Cat 836 compactor meeting minimum required specs or an approved equal to be determined solely by end user. Bidder to provide full description of compactor offered. Total cost must be FOB Destination, delivery cost included. The budget for this equipment is under \$800,00.00.

Responses should at a minimum address the following:

- a) Rebuilt Cat 836 compactor or equivalent. Recondition shall include but no limited to:
  - 1. Torque converter
  - 2. Drive shaft
  - 3. Oil pump
  - 4. Oil filter system
  - 5. Final drives
  - 6. Axles
  - 7. Brakes
  - 8. Radiator
  - 9. Heat/AC
  - 10. Hydraulic tank
  - 11. Cab
  - 12. Lift system
  - 13. Blade
  - 14. Lift/hoist cylinder
  - 15. Steering cylinders
  - 16. Hydraulic control valve
- b) Model Year
- c) Years vendors been in business
- d) Pictures of equipment
- e) available features/options
- f) Any warranty information if available
- g) 120 days delivery from the time the purchase order is issued

Include any additional relevant information. You can quote on more than one piece of equipment, as long as all the information above is provided.

### **2. EVALUATION OF PROPOSALS: SELECTION FACTORS**

All proposals meeting the requirements of this RFP shall be reviewed and rated by a County evaluation committee according to the criteria listed below. The County expressly reserves the right to reject all proposals received. Furthermore, the County expressly reserves the right to reject any and all proposals, and to waive any of the terms, conditions, and provisions contained in the RFP.

- Years and experience in Business with Heavy Duty Equipment. (30 points)
- Quality, completeness, and responsiveness of the proposal. (30 points)
- Cost proposal. (40 points)

### **3. AWARD PROCEDURES**

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The County may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the County in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

### **4. SPECIAL TERMS AND CONDITIONS**

**BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (120) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the County's website, [www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov) and on the County Public Notice Bulletin Board located at 1 Center Street, Chatham, VA 24531.

**CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**Price Sheet**

(You can quote more than one dozer)

Year: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Cost to include shipping: \_\_\_\_\_

Other information on the equipment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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PITTSYLVANIA COUNTY  
BOARD OF SUPERVISORS

PURCHASING DEPARTMENT

I. GENERAL TERMS AND CONDITIONS

1. Reservation of County Rights:

The County reserves the right to accept or reject any or all bids, to waive any informality and to make an award to a party other than the low bidder, if deemed in the best interest of the County, subject to the provisions under the Virginia Public Procurement Act.

The County does not discriminate against faith-based organizations.

2. Laws of the Commonwealth:

Any purchase order/contract resulting from this bid process shall be governed; in all respects whether as to its validity, construction, capacity, performance or otherwise; by the laws of the Commonwealth. Successful bidders providing goods to the County herewith assure the County that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

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

(1) During the performance of this contract, the contractor agrees as follows:

- A. Nondiscrimination Clause: 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. Equal Opportunity Employer: 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)Subcontractors: 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.

(3) 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, 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 such provision will be binding upon each subcontractor or vendor.

3. Tax Exemption:

The County is exempt from State sales, and use taxes and will issue a Certificate of Exemption upon request. Deliveries against any items of this bid procedure shall be free from any excise or transportation taxes. Excise exemption registration NO. 54-600-1508 may be used when required or necessary on behalf of the County.

4. Modifications, Additions, or Changes:

Modifications, additions, or changes to the terms and conditions of this invitation to bid may be cause for rejection of your bid. All bids shall be entered on the official bid forms, if provided. Bidders who attach or submit bids on their or any other forms may be considered unresponsive and may be rejected if an official bid form is provided.

5.Delivery Point:

Except when otherwise specified herein, all items shall be F.O.B. delivered to any point within the County as directed by the Central Purchasing Department.

6. Transportation and Packaging:

The authorized agent by signing this bid certifies and warrants that the bid price offered for F.O.B. destination, includes only the actual freight rate costs at the lowest and best rate and is based on the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description and number, size and quantity.

7. Evaluation of Bid Documents:

If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective bidders shall submit a written



request, within the time frame provided, after receipt of the invitation to bid to the Central Purchasing Department. The Central Purchasing Department will have final authority to review any discrepancies or deficiencies in the specifications and then make the necessary interpretations or revisions. Interpretations or revisions shall be made official by the issuance of any necessary addendum and distributed to all potential bidders. The Central Purchasing Department will not be responsible for explanations or interpretations of the bid documents, except as issued in writing by the Purchasing Manager and/or County Administrator.

8. Default:

In the case of default by the successful bidder or failure to deliver the goods or services ordered by the time specified, the Department of Central Purchasing, after due written notice may procure these goods or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.

9. Anti-Collusion Certification:

The authorized agent by signing this bid certifies and warrants that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The signing agent understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The signing agent also agrees to abide by all conditions of this bid and certifies that he or she is duly authorized to sign this bid for the bidder represented herein.

10. Kickbacks:

The signing agent certifies and warrants that neither he/she nor the bidder from whom he/she is authorized to act has offered or received any kickback from any other bidder, suppliers, manufacturer, or subcontractor in connection with his/her bid on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

11. Gifts by Bidder, Offeror, Contractor, or Subcontractor:

No bidder, offeror, contractor, or subcontractor, shall confer on any public employee or official having formal responsibility for a 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 is exchanged.

12. Termination/Cancellation of Contract:

Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but 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 of the County until said work or services are completed and accepted.

A. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the County for cause, default or negligence on the party of the appraiser or firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination of Cause.

C. Non-Appropriation Clause/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.

13. Quantities:

Quantities set forth in this invitation are estimates only, and the successful bidder shall supply at bid prices actual quantities as ordered regardless of whether such total quantities are more or less than those shown.

14. Ordering:

All orders from the County shall be issued by the Central Purchasing Department. A County purchase order number is required for the contract; yet partial order quantities and deliveries will be accepted upon request or as outlined in the Special Specifications, by the Central Purchasing Department. No other department or personnel other than those in the Central Purchasing Department of the County are qualified to issue purchase orders, make changes in orders, or accept delivery on orders under this contract without specific written authorization being received by the contractor from the Central Purchasing Department or as otherwise specified in the Special Specifications.

15. Invoices/Billing Process:

Invoices for items ordered, delivered, and accepted by the Central Purchasing Department or authorized departments shall be submitted by the contractor directly to the Accounting Department, at the address shown on the purchase

order. The purchase order number must be referenced on all invoices regardless of quantities delivered, backordered, etc. Any outstanding quantities not included in the billing or invoice should be shown on a separate statement specifically marked, as not being an invoice for payment yet is an accountability of items and cost outstanding.

16. Discounts:

All bids will be evaluated and awarded on net prices. Cash discounts will not be considered in making awards. If cash discounts for prompt payment are offered, it must be clearly shown on the bid forms in the space provided. On monthly invoices any payment terms must be clearly marked. The County will attempt to take advantage of any such discounts provided our timetable allows us to do so.

17. Hold Harmless:

The successful contractor assumes and agrees to indemnify, defend and hold harmless Pittsylvania County, Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, labor, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence on the part of the using agency or to the manner outlined by the contractor and description literature or specifications submitted with the contractor's bid.

18. Warranty:

The contractor shall provide warranty documents on any material, goods or equipment of any kind or nature provided by the contractor, his subcontractor or other agents. The warranty shall be in effect for the period of time specified.

19. Contractual Intent

Upon successful award of this bid by the County, it is the County's intent to have a written contract fully executed by all participating parties. This contract shall delineate the capacity, performances and considerations for all parties involved.

The contents of the bid submitted by the successful bidder and the bid specifications shall become a part of any contract awarded as a result of these specifications. The successful vendor will be expected to sign a "Standard Contract for Services" with the County.

Sample contracts may be submitted by either party at the time of the bid, however, the County reserves the right to use its uniform contract format over all samples submitted.

20. Insurance

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will maintain all required Worker's Compensation, Employer's Liability, Commercial General Liability and Automobile Liability 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. Copies of insurance certificates shall be submitted with all bids/proposals.

21. Use of Name Brands Within These Specifications:

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality to the specific brand, make, manufacturer, or specification named; it is to set forth and convey to prospective bidders the general style, type, character and quality of article desired, and wherever in specifications or contract documents a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

22. Access To Records:

The County Administrator or his duly authorized agent, shall, until the expiration of three (3) years following the final payment on this Agreement, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Lessor and Assignee involving transactions related to this Agreement. Lessor and Assignee shall have the reciprocal right, until the expiration of three (3) years following final payment on this Agreement, to have access to and examine and copy any directly pertinent books, documents, papers and records of the County Administrator in the event of litigation or arbitration involving this Agreement, rights of access, examination and copying hereunder granted to Lessor, Assignee, and Lessee shall continue until such claims have been finally disposed of.

**CONTRACTOR ELIGIBILITY CERTIFICATION**

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

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Name of Official

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Title

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Firm or Corporation

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