



**PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS**

INVITATION TO BID

ROLL OFF TRUCK – COMPLETE UNIT

IFB # 20180709

July 5, 2018

**CONTACTS: CONNIE GIBSON, PURCHASING MANAGER
(434) 432-7744**

**Pittsylvania County Board of Supervisors
Roll Off Truck - Complete Unit**

General Bid Instructions

- I. The County reserves the right to accept or reject any or all bids. The County reserves the right to award to other than the lowest bidder, if deemed in the best interest of the County. The County reserves the right to waive any irregularity, which is not of a substantial value to the County.
- II. All bids shall be valid for at least sixty (60) days from the bid date.
- III. All bids shall be sealed and marked on the outside of the envelope:

IFB 20180709 – Roll-Off Truck Unit

- IV. All bids are due no later than 10:00 a.m., Wednesday, August 2, 2018 in the Purchasing Department, P.O. Box 426, 1 Center Street, Chatham, Virginia.
- V. All bids mailed should be addressed to:

Connie Gibson, Purchasing Manager
Pittsylvania County
Finance Department
1 Center Street – P.O. Box 426
Chatham, VA 24531
- VI. Questions concerning the specifications should be submitted in writing no later than 1:00 P.M., July 16, 2018. Questions may be faxed to 434-432-7746 or e-mailed to Connie.gibson@pittgov.org. **Questions and responses will be posted on our website, www.pittsylvaniacountyva.gov by 1:00 P.M. July 17, 2018.** If you prefer the questions and responses by email, contact Connie Gibson at the above email address.
- VII. The bid opening will take place in the Conference Room, 1 Center Street, Chatham, Virginia at 10:00 a.m., August 2, 2018. All bidders are invited to attend. Any late bids will be returned unopened.
- VIII. Pending approval, Notice of Award will be posted on our website after the August 21, 2018, Board of Supervisors meeting.

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.

INVITATION FOR BID TITLE PAGE

INVITATION NUMBER: 20180709 **DATE ISSUED:** 7/09/2018

TITLE: Roll- Off Truck- Complete Unit

In Compliance with this Invitation for Bid, the named party hereby submits a bid in response to Pittsylvania County to furnish services described in this IFB. The entire bid, and any supplemental materials required to be provided by the offeror pursuant to the terms and conditions of the IFB, constitute the entire bid

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 IFB, 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 IFB 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)

BID SPECIFICATIONS FOR ROLL OFF TRUCK

It shall be the intent of these specifications to describe the minimum requirements of a complete new Roll-Off Truck (including chassis, hoist frame and cover system). If vendor wishes to propose several options please submit a separate bid specifications and pricing for each. Any omission from the specifications shall not relieve bidders from the responsibility of furnishing an operational system complete and ready to operate. All equipment bid shall be manufacturer's latest models and design proven in use by municipalities.

The Bidder shall represent by his bid that all equipment to be furnished under this bid is new and unused.

It is required that the unit, as specified herein, shall be completely assembled and that all equipment, including standard and optional equipment, be installed and the unit made ready for continuous operation.

Bid prices shall include delivery to:

Pittsylvania County Landfill
382 Rainbow Lane
Dry Fork, VA 24549

The following bid specifications are the minimum acceptable specifications, based on economy and usability.

EACH BIDDER IS REQUIRED TO FILL IN EVERY BLANK. FAILURE TO DO SO CAN BE USED AS BASIS FOR REJECTION OF BID.

SPECIFICATIONS AND STANDARDS

When factory printed literature, submitted to support the bid does not indicate compliance with the specifications and your company can meet these specifications by modifications, you must so state in writing that you can meet the specifications and the necessary modifications be listed. Such writing must be submitted at bid opening time as a part of your bid. Bidders must state make and model number of the unit they are offering. Bids submitted shall be on the latest current model of equipment meeting specifications.

TRUCK CHASSIS

ITEM

VARIATION

(Check indicates compliance)

Truck Make, Model and Year: _____

Cab	HSS Day Cab w/b-pillar depression or an approved equal	_____
Cab Suspension	Air Ride	_____
Hood	Tilt Construction hood with integral fenders, splash and spray control system with fender liners, in-cab	_____
Engine	Diesel, 400 hp or greater, 1,600 lb-ft of torque	_____
Engine Electronics	Vectro II (or an approved equal)	_____
Engine Protection	engine protection shutdown over-temperature warning system and low oil pressure	_____
Air Cleaner	16" single stage air cleaner, dry type with side air intake	_____
Air Intake	hood mounted air intake grille	_____
Radiator	1220 sq. in or more, 2 row core	_____
Radiator Coolant	Long life antifreeze -20 F and coolant (red with additive included)	_____
Coolant Hoses	silicone radiator and heater hoses	_____
Fan Clutch	Kysor (or an approved equal) on/off fan clutch	_____
Starting Motor	Delco Remy (or an approved equal) 12V 39MT starter	_____
Alternator	Delco Remy (or an approved equal) 12 volt, 160 amp, 39 si	_____
Batteries	Three (3) maintenance free 12 volt	_____

Exhaust System	horizontal muffler with vertical pipe preferred.	_____
Exhaust Stacks	10'0" aluminized steel single stack	_____
Exhaust Features	turned out exhaust extension	_____
Exhaust Piping	Aluminized steel lower exhaust piping	_____
Exhaust Shields	Aluminum exhaust shield	_____
Fuel Filter-Primary	Davco Fuel Pro 382 (or an approved equal)	_____
Fuel Filter –Secondary	spin on secondary fuel filter	_____
Water Conditioner	spin on water filter/conditioner	_____
Air Compressor	26.5 cfm compressor	_____
Engine Brake	Jake brake required, 3 stage (or an approved equal)	_____
Oil Check & Fill	oil check & fill, required	_____
Engine Lubricant	petroleum based engine lubricant	_____
Block Coolant Heater	required	_____
Transmission	Automatic 8LL Transmission	_____
Drive Line	Calculated to torque requirements	_____
Transmission Lubricant	Synthetic transmission lubricant	_____
Cooler	Water to oil transmission cooler	_____
Front Axle	Arvin Meritor (or an approved equal) FL 941, 20,000 lbs. with power steering	_____
Front Brakes	Front-16.5 x 6 CAM type	_____
	Arvin Meritor (or an approved equal)	_____
Slack Adjusters	Automatic, front & rear required	_____

Power Steering	Heavy duty integral power steering gear	_____
	Right hand RAM assist	_____
Front Suspension	Multileaf front suspension, 20,000 lbs.	_____
	Turning radius, wall to wall, 94.8'	_____
Rear Axle	44,000 lb. capacity with magnetic drain plug	_____
Rear Drive Axle Ratio	road speed for 65 mph	_____
Anti-Spin Devices	full locking differential and power divider.	_____
Rear Suspension	44,000 lbs., T-ride suspension preferred, however, the County will accept 44,000 lbs., Hendrickson	_____
Rear Brakes	Rear-16.5 x 7 CAM Brake Group - Four (4) park brake chambers on tandem axles	_____
Front & Rear Axle Lubricant	Synthetic front axle lubricant	_____
Brake Control System	Meritor Wabco (or an approved equal) 4 channel ABS	_____
Cab to Axle	183" CT	_____
Frame Rails	11.81" x 4.13" x .44" straight steel rails, double frame rails required	_____
Crossmember Material	Steel intermediate and forward rear suspension crossmember material	_____
Overhang	55"	_____
Rear Frame Treatment	Straight cut-off rear crossmember	_____
Air Dryer	Meritor Wabco system saver, 1200 dryer	_____
Air Tank, Brake System	Steel air tanks	_____

Drain Valve	Manual pull cord on all air tanks	_____
Fuel Tank	Single, 70 gallon, left hand, 22" diameter, Aluminum	_____
Fuel Tank Straps	painted, steel	_____
Fuel Lines	Nylon	_____
Fuel Tank Cap	Non-locking	_____
Backup Alarm	Electric - required	_____
Battery Box	Right hand side behind front fender	_____
Junction Box	Body builder junction box, back of cab	_____
Battery Box Cover	Bright diamond plate	_____
Front Bumper	Three (3) pieces, steel construction	_____
	Bumper mounted standard position.	_____
Front Fender Extension	Required	_____
Towing Device	Two (2) front towing devices and two (2) rear tow hooks, frame mounted	_____
Wipers	Intermittent, electric, wiper blades	_____
Front Grille	Black molded front grille, bug screen behind grille	_____
Mirrors	Convex wide angle mirror, both sides	_____
	Down view mirror over passenger door	_____
	Heated exterior mirrors both sides	_____
Cab Interior Color Trim	Gray or approved alternate	_____
Driver's Seat	Bostrom 915E Talladega (or an approved equal) economy air suspension high back seat with adjustable headrest and double arm rest	_____

Passenger's Seat	Standard bucket, heavy duty vinyl	_____
Seat Upholstery	Vinyl	_____
Air Conditioning	Integral air conditioner with heater, manual controls	_____
Instrument Panel	molded, black	_____
Center Control Console	Mounting plate only for body controls	_____
Electrical Center Outlet	Electrical prep kit for body builder	_____
Gauge Package	Driveline 6x4 Gauge Package, minimum, air, speedometer, tachometer, fuel, voltage, oil pressure, water temp and transmission temp gauges)	_____
Cruise Control	Required	_____
Information Center	In dash, driver message center	_____
Air Restriction Indicator	Graduated air restriction indicator on filter with graphic symbol in driver message center	_____
Speedometer	mph speedometer graduation	_____
Circuit Protection	Semi-auto reset type II breakers	_____
Marker Lights	5 amber	_____
Headlamps	Halogen headlamps with daytime running lights	_____
Stop & Tail Lights	Dual with integral backup lights	_____
Turn Signal Switch	Self canceling turn signal switch	_____
Instep Lamp	Instep lamp on door	_____
Radio	Factory installed, standard AM/FM Radio & CD Player	_____
Steering	Tilt and telescopic steering column 18" steering wheel	_____

Door Locks	Manual	_____
Fire Extinguisher	5 lb. ABC, dry type, rechargeable, mounted	_____
Safety Equipment	Triangle reflector kit	_____
Undercoating	Cab, required	_____
Wheels/Rim Package	Front - hub piloted disc wheels	_____
Brake Drum - Front	Cast iron front brake drum, outboard mounted	_____
Tire Package – Front	Michelin 315/80R22.5L XZUS (or an approved equal)	_____
Wheel/Rim Package	Drive – hub piloted disc wheels	_____
Brake Drum – Drive	Cast iron drive brake drum, outboard mounted	_____
Tire Package – Drive	11R22.5G Michelin XDE M/S (or an approved equal)	_____
Cab Paint Color	White	_____
Chassis Paint Color	Black	_____
Parts & Service Manual	Required for truck chassis as equipped	_____

Warranty Package:

As provided by each component
(List by years, miles and or hours of use)

1. Complete truck bumper to bumper _____
(_____)
2. Engine & Drive Train _____
(_____)
3. Cab _____
(_____)
4. Frame & Suspension _____
(_____)
5. Extended Warranty: 5 Years/500,000
miles on the engine transmission and
drive train. _____

Location of factory approved dealer, where warranty and recall work would be
performed _____

ROLL OFF HOIST FRAME
OUTSIDE RAIL & COVER SYSTEM

SPECIFICATIONS

Minimum Standards:

<u>ITEM</u>		<u>VARIATION</u> (Check indicates compliance)
Frame	Galbreath Model U5-OR-174 or an approved equal *(Dempster hoist system not acceptable as is not compatible with existing equipment). 60,000 lb. rated (1500 Grade C Tubing) 183” cab to axle.	_____
	Contoured, fitted plastic full fenders with supporting brackets	_____
	Rear hold downs – ¾” plate steel (located for standard containers)	_____
	Hinge Shaft – 2.5” solid steel	_____
Structure	Sub frame to house all hydraulic lines (A500 Grade C Tubing) 4” O.D. outside rollers	_____
Paint	Black enamel finish	_____
Rear Bumper	Two (2) bumpers are required. An extra heavy duty bumper with recessed lights and two work lights hoist to include an automatic fold up ICC bumper	_____
	Front stops – 1 ½” steel plate	_____
Manuals	Parts and service manuals required. Complete set delivered with unit.	_____
Hydraulic System	Pump: Gear type 35 G.P.M. at 1500 RPM	_____
	Air controlled hot shift, with clutch pack, direct mount, to pump	_____
	PTO over-speed to be controlled by engine electronics to include clutch pack PTO	_____

Hydraulic System	Must control engine r.p.m. with transmission engaged	_____
	Operating pressure 1850 psi	_____
	Double acting lift cylinders with 2 ½” shafts	_____
	Double acting independent working winch cylinders	_____
	50 Gal. capacity oil reservoir with shut off valve	_____
	Outside and inside air operating controls	_____
	Control Valve – 2 spool, 45 gallon capacity	_____
	Screen fill filter	_____
Cable System	Wire – EXIWRC 6 x 37 (7/8” cable) 39 ton capacity	_____
	Sheaves – Front, 10” O.D. with bronze bearings or fiber bearings	_____
	Anchor – 4 cable clamps	_____
	End – Swivel, swag or swayed for dog house style container hook	_____
Open To Box Cover System	K Pac Iron man series tarp system or an approved equal (for 30 and 40 cubic yard containers)	_____
	The roll off hoist frame and cover system must be mounted on truck chassis and ready for use when delivered to Landfill.	_____
Other Features	Factory installed grease fittings on all working points unless equipped with non-greasable fiber bearings.	_____
	Automatic spring loaded container locking system	_____
	Hoist prop for servicing (Required)	_____
Tool Box	Aluminum, 18” deep, 18” wide, 4’ long	_____

Warranty Package:

As provided

(List by years, miles and or hours of use)

1. Complete hoist _____
(_____)

Location of factory authorized dealer where warranty and recall work will be

performed _____

ROLL OFF TRUCK – COMPLETE UNIT WITH CHASSIS
ROLL OFF HOIST FRAME AND COVER SYSTEM

OFFICIAL BID FORM

The bid below meets or exceeds all the specifications for the chassis, roll off hoist frame and the cover system, which by reference become a part of this bid document. Any exceptions shall be fully delineated by each unit on the attached page, listing the item and the exception taken and any descriptive information on the substitute bid.

LUMP SUM BID: \$ _____ (Complete Unit: includes roll off hoist frame, chassis and cover system)

MAKE, MODEL AND YEAR – CHASSIS: _____

MAKE, MODEL AND YEAR – ROLL OFF HOIST FRAME: _____

MAKE, MODEL AND YEAR – COVER SYSTEM: _____

DELIVERY DATE: _____
(Please provide a specific date)

SPECIAL TERMS AND CONDITIONS

Availability of Funds: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available “subject to appropriation” by the Board of Supervisors for the purpose of this agreement, ref § 15.2 Chapter 25 Code of Virginia.

Precedence of Terms: The General Terms and Conditions shall apply in all instances. In the event of a conflict between any of the General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply

Identification of Bid Envelope: The signed bid should be returned in an envelope or package, sealed and identified with the Bidder’s Name, Solicitation Number and Due Date and Time. Prices or changes shown on the outside of an envelope is not acceptable and will not be considered. **Late Bids:** To be considered for selection, bids must be received by Central Purchasing (or designated issuing office) by the designated date and hour. The official time used in the receipt of bids is that time on the computer in the Central Purchasing Office. Bids received in Central Purchasing after the date and hour designated shall be ruled non-responsive and will not be considered. The County is not responsible for delays in the delivery of mail by the U. S. Postal Service, private courier, or the Inter-Departmental County Mail System. It is the sole responsibility of the bidder to ensure that its bid reaches Central Purchasing by the designated date and hour. If the County is closed for business at the time scheduled for a sealed bid opening, the bids will be accepted and opened on the next business day of the County, at the originally scheduled hour.

Award: An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on grand total. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. for prompt payment will not be considered in making awards. The County reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

Award Notices: Awards or Decision’s to Award shall be posted on the public posting board in Central Purchasing and on the Pittsylvania County’s website, www.pittsylvaniacountyva.org

Indemnification: Contractor agrees to indemnify, defend and hold harmless the County, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the

use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

Bid Acceptance Period: Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty 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.

**PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS
PURCHASING DEPARTMENT**

**GENERAL CONDITIONS AND INSTRUCTIONS TO
BIDDERS/OFFERORS**

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 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.

STATEMENT OF DISCLAIMER

RE: _____ (BID OR RFP #)

This is to certify that no employee, official, or elected officer of the County of Pittsylvania has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services as referenced above.

FIRM: _____

BY: _____

TITLE: _____

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.

Name of Official

Title

Firm or Corporation

