



**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
Invitation for Bids**



IFB Number: 12-0358
Title: Hydraulic Excavator (This is a rebid of IFB 11-0332)
Issue Date: January 12, 2012
Sealed Bids Due and Opening: January 31, 2:00 P.M.
Bid Opening Location: Chesterfield County Purchasing Department
Court Square
9842 Lori Road, Suite 101
Chesterfield, VA 23832

Inquires: Questions which may arise as a result of this solicitation may be addressed to :
Jo Carol Mayton, Principal Contract Officer, at (804) 748-1834, or by email to:
purchasing@chesterfield.gov. Inquiries must be received at least seven (7) business days prior to the
due date in order to be considered. Contact initiated by a bidder concerning this solicitation with any
other County representative, not expressly authorized elsewhere in this document, is prohibited. Any
such unauthorized contact may result in disqualification of the bidder from this transaction.

All prices shall be F.O.B. Destination: Utilities Operations Center, 9200 Public Works Road,
Chesterfield, Virginia 23832.
Freight, delivery costs, and incidental charges shall be included.

My signature below certifies that:

- I agree to abide by all conditions of this bid and that I am authorized to sign this bid;
 - the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498 of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards; and
 - that the accompanying bid is in compliance with applicable provisions of the State and Local Government Conflict of Interests (§ 2.2-3100 et. seq. of the *Code of Virginia*). Specifically, without limitation, no County/School Board employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract.
 - that the accompanying bid is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§§ 2.2-4367 et. seq. of the *Code of Virginia*), and any other applicable law as set forth therein.
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In compliance with this Invitation for Bids and to all conditions imposed therein the undersigned offers and agrees to furnish the goods/services in accordance with this signed bid.

Complete Legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone:** (____) _____ **Fax:** (____) _____

This page must be returned with the Bid Form.

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I. PURPOSE

The purpose of this Invitation for Bid is to obtain pricing and delivery on one hydraulic excavator for the Chesterfield County Utilities Department. This is a re-bid of Invitation for Bid 11-0332 with changes to specifications.

II. SPECIFICATIONS

- A.** Specifications are included in ATTACHMENT B, and are intended to define the level of quality and performance of the requested equipment without being restrictive. Equipment offered shall be of equivalent dimensions, quality and performance. Variance in specifications deemed not to be material, in the sole discretion of the County, may be allowed in determining lowest responsive and responsible bidder. Bidders are strongly encouraged to read all specifications carefully and make every effort to meet the requirements. The offered equipment shall provide the features as listed or equivalent features as noted in ATTACHMENT B.
- B.** All components, unless otherwise required by these specifications, shall be standard equipment specifically advertised and installed by the manufacturer. Any equipment required in these specifications which is not listed by the manufacturer as standard shall meet the minimum requirements stated.

III. INSTRUCTIONS

A. Submission and Receipt of Bids

1. Sealed bids shall be received in the Chesterfield County Purchasing Department, Court Square, P.O. Box 51, 9842 Lori Road, Suite 101, Chesterfield, Virginia, 23832 until, but no later than the specified time and date of opening as designated in the invitation, and then publicly opened and read aloud. Bids shall be submitted in a sealed envelope with the IFB number and due date and time written on the outside of the envelope. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline. Late bids shall be rejected.
2. Bids or changes to a bid response shall not be accepted via fax or E-mail.
3. In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for bid submission, bid opening or a pre-bid conference is inaccessible due to inclement weather or other emergency situations at the published time, the bid submission, bid opening or pre-bid conference will default to the next regular business day at the same time.
4. All bids shall be signed in the space provided for a signature on the cover sheet and returned. If the bidder is a partnership or corporation, the bidder shall show the title of the individual signing the bid, and if the individual is not the president or vice

- president of the partnership or corporation, if requested, the bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
5. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
 6. Unless otherwise specified, bidders are to complete and return the Bid Form furnished by the County.
 7. No bid shall be altered or amended after the specified time for opening.
 8. If you are an individual with a disability and require a reasonable accommodation in order to participate in this procurement, please notify the Purchasing Department at (804)748-1617 as soon as possible.
 9. For information pertaining to the bid tabulation, decision to award and/or award on this procurement transaction, bidders may access public notification electronically at: www.chesterfield.gov/purchasing.

- B. Amendments or Requests to Withdraw Bids by a Bidder Prior to Bid Opening:** A bidder may amend and/or withdraw their bid before the due date and time designated for receipt of bids. All requests from a bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the document's authenticity. All amendments to the bid are to be initialed by an individual authorized to represent the bidder.

IV. GENERAL TERMS AND CONDITIONS

- A. Addenda:** Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at: www.chesterfield.gov/purchasing. Each bidder is responsible for obtaining all addenda posted at the Purchasing Department website or by calling (804) 748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda issued shall become part of the solicitation and all resulting contract documents.
- B. Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.
- C. Assignment of Contract:** The County and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet,

subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.

- D. Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
- E. Change Orders:** Change orders must be approved by the County prior to work being performed.
- F. Commitment to Diversity and Chesterfield Businesses:** Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

Definitions:

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority. (*Code of Virginia 2.2-4310*)

Women-Owned Business (WOB) - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia 2.2-4310*)

- G. **Contractor Background Checks:** In order to preserve the integrity and security of County government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- H. **Contractor's Authorization To Transact Business:** In accordance with §2.2-4311.2 of the *Code of Virginia*, any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law. Any bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its bid the identification number issued to it by the State Corporation Commission. Any 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 bid a statement describing why the bidder is not required to be so authorized. This information shall be provided on the attached form titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the bid. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. **SEE ATTACHMENT A.**
- I. **Cooperative Procurement:** This procurement is being conducted by Chesterfield

County in accordance with the provisions of 2.2-4304 *Code of Virginia*. Except for contracts for architectural and engineering services or construction in excess of \$200,000 by a local public body from the contract of another local public body that is more than a straight line distance of 75 miles from the territorial limits of the local public body procuring the construction, if agreed to by the Contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

- J. **Copyrights or Patent Rights:** The bidder certifies by submission of a bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
- K. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- L. **Drug Free Workplace:** (*Code of Virginia 2.2-4312*) This provision only applies to contracts valued in excess of \$10,000.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- M. Employment Discrimination:** (*Code of Virginia 2.2-4311*) This provision only applies to contracts valued in excess of \$10,000.
1. During the performance of the contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 2. The Contractor shall 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.
- N. Environmental Management Procedures:** The Contractor shall comply with all federal, state and local environmental laws and regulations and any additional requirements that may be included in or attached to the solicitation. For work done for the County, the Contractor must also meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information regarding environmental requirements for the County, please contact Chesterfield County's General Services – Environmental Division at (804) 717-6531. For questions regarding environmental requirements for the Chesterfield County Public Schools, please contact Environmental Health and Safety at (804) 318-8048.
- O. ePayables:** Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting Department at (804) 748-1673 with questions.
- P. Faith-Based Organizations:** (*Code of Virginia 2.2-4343.1*) Chesterfield County does not discriminate against faith-based organizations.
- Q. Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.

- R. Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
- S. Illegal Aliens:** (*Code of Virginia 2.2-4311.1*) The Contractor agrees that he does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- T. Indemnification:** The Contractor shall hold harmless and indemnify the County, the School Board, if applicable, and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.
- U. Mistakes in Bids**
 - 1. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn in accordance with the withdrawal procedure provided herein.
 - 2. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.
- V. Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.
- W. Negotiation:** In accordance with 2-47 of the County Code, if the bid from the lowest responsible bidder exceeds available funds, the county may negotiate with the apparent low bidder to obtain a contract price within available funds. Such negotiation may include, but is not necessarily limited to, adjustment of the bid price and changes in the bid scope or requirements in order to bring the bid within the amount of available funds. Negotiation shall be conducted by the purchasing director, or his designee, with assistance from the user department.
- X. Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Section 2.2-4352 and 2.2-4354 of the *Code of Virginia*.

Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:

1. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or
 2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- Y. Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
- Z. Proprietary Information:** Section 2.2-4342(F) of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by Section 2.2-4342(F) of the *Code of Virginia* is not properly invoked then the bids will be subject to disclosure pursuant to applicable law.
- AA. Quality Expectation Statement:** Chesterfield County, through its quality initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's quality initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects – zero rework".
- BB. Schools:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County Public Schools.
- CC. Sensitive Information Handling:** Any information in the possession of the County/Schools which is specific to an employee, student, citizen, County/School business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County/Schools facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County/Schools facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (County) or Director of Technology (Schools). Any access to County/Schools information by contract workers from outside the County/Schools intranet shall be in

accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/County Information Security Manager and Chief Information Officer or designees.

- DD. Taxes:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
- EE. Termination:** It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.
- FF. Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:
1. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
 2. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.

- GG. Tie Bids:** In accordance with Section 2.2-4328 of the *Code of Virginia* and Article 4, Section 2-47 of the *County Code*, in the case of a tie bid, the County may give preference to goods, services, and construction produced in the 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 of Virginia pursuant to *Code of Virginia* 2.2-4324. If no County or Commonwealth of Virginia preference is available, the tie shall be decided by lot.
- HH. Vendor Rewards/Gift Programs:** It is the policy of the County not to participate in any

rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid and demonstrate in the bid how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.

- II. Waiver of One Breach Not Waiver of Others:** No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

JJ. Withdrawal of Bids

1. Withdrawal: Construction (*Code of Virginia 2.2-4330*)

A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

The bidder shall give notice in writing to the Director of Purchasing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to the conditions of subsection F of §2.2-4342 of the *Code of Virginia*.

Within 5 business days, the County will notify the bidder in writing of its decision. If the County denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the County will also return all work papers and copies thereof to the bidder.

2. Withdrawal: Other than Construction

A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers documents and materials used in the preparation of the bid sought to be withdrawn.

The bidder shall give notice in writing to the Director of Purchasing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to the conditions of subsection F of §2.2-4342 of the *Code of Virginia*.

Within 5 business days, the County will notify the bidder in writing of its decision. If the County denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the County will also return all work papers and copies thereof to the bidder.

V. SPECIAL TERMS AND CONDITIONS

- A. Acceptance of Goods/Services:** The goods and/or services delivered under a resulting contract shall remain the property of the Contractor until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the Contractor and return goods to the Contractor at the Contractor's expense.
- B. Acceptance Period of Bids:** All bids submitted shall be binding for sixty (60) calendar days following bid opening date. The sixty (60) calendar day acceptance period may be extended by mutual consent of both parties.
- C. Acknowledgement of Order:** The Contractor shall acknowledge receipt of the purchase order(s) issued by the County, and upon availability, notify the Purchasing Department of the manufacturer's order acceptance date, factory assigned order number and production date.

- D. Condition of Items:** All materials used for the manufacture or construction of supplies, materials, or equipment covered by this solicitation shall be new. Unless otherwise provided in the solicitation, products bid must be new, the latest model, the best quality, and the highest grade workmanship.
- E. Delivery Instructions/Notification:** The Contractor must schedule an appointment for all deliveries by contacting Steve Carter at (804)387-0393, 24 hours prior to the anticipated delivery. All deliveries to the Utilities Operations Center shall be between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Chesterfield County reserves the right to refuse delivery if notification is not given. Equipment shall be delivered on a trailer with the capability of having the unit unloaded directly from the trailer without the aid of a loading ramp. County personnel will not be obligated to unload equipment delivered on a trailer requiring a loading ramp.
- F. Demonstrations:** By submitting a bid, the bidder certifies that the specified equipment is in productive use and capable of demonstration in the proposed configuration. The County reserves the right to require bidders to demonstrate the functionality of proposed equipment to its satisfaction prior to making an award. It is anticipated that a demonstration would be required within **15** calendar days of the bid opening date. Such demonstration is intended to show that a bidder's product(s) will perform in a satisfactory manner and that the product(s) will meet or exceed the performance specifications contained in the solicitation. Failure by a bidder to comply with a request for demonstration may result in rejection of the bid.
- G. Insurance Requirements:** The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a Certificate of Insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the bid.

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The Contractor shall maintain during the initial term and any additional terms of this contract the following coverage and minimum limits, with insurance companies with no less than a financial strength rating of "A" and a financial size category of no less than

“VII” as determined by A.M. Best Company:

1. Commercial General Liability \$1,000,000 Combined Single Limit per occurrence

The insurance certificate must state that the Commercial General Liability policy names Chesterfield County as an **additional insured** by endorsement to the policy. This requirement may be met by placing the following language on the Certificate:

- a. **“Chesterfield County by endorsement to the policy is an additional insured”; or**
 - b. **“Chesterfield County by endorsement to the policy is additional insured with respect to General Liability “; or**
 - c. **or the Contractor may provide a copy of the actual endorsement to the policy**
2. Automobile Liability \$1,000,000 Combined Single Limit per occurrence
 3. Workers’ Compensation Virginia Statutory limits
 4. Employers’ Liability \$100,000 each accident, each disease
 5. Cancellation notice. The insurance policies must be endorsed to require notice of cancellation or other change in coverage to the County. The Certificate statement, which is required by the contract documents, shall read as follows:
 - a. **“By endorsement to the policies, the insurers will provide 30 day written cancellation notice to Chesterfield County”; or**
 - b. **The contractor may attach a copy of the endorsement to the certificate.**

The Certificate Holder should be listed as:

Chesterfield County
 c/o Purchasing Department
 P. O. Box 51
 Chesterfield, VA 23832-0001
 IFB/RFP No. _____

Certificate of Insurance must have an authorized signature.

H. Operations/Maintenance Manuals: The Contractor shall provide:

1. One(1) electronic format copy of the operator’s manual and shop/service manual at the time of delivery.
2. One(1) hard copy of the operator’s manual and shop/service manual shall be in the equipment at the time of delivery.

- I. **Pricing:** Prices shall be stated in units of quantity as specified in the Pricing Schedule. In case of a discrepancy in extension of prices in the bid, the unit price shall govern.
- J. **References:** If requested, the bidder shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder.
- K. **Service – Factory Authorized Service Facility:** Bidders should provide warranty, service and parts facility location, contact person and telephone/fax numbers in the space provided on the Bid Form.
- L. **Trade-In of Existing Equipment :** It is the County's intent to trade-in two used excavators described below:

1. Case Construction King, Model 780D, s/n JJG0071850, Hours 2124.2, 24' bucket
2. John Deere 310C, s/n T0310CA76390, Hours 2601.3

The trade-in will be on an "as is-where is" basis. The equipment is located at the Utilities Operations Center, 9200 Public Works Road, Chesterfield, VA 23832. Bidders shall contact Steve Carter at 804-387-0392 (cell) to schedule an appointment to view the equipment.

Space has been provided on the Bid Form to submit trade-in pricing for the used units.

Bids of \$0.00 or "N/A" for the trade-in of the existing units will not be accepted by the County as a valid trade-in price and the County will retain ownership of the used equipment.

The used equipment will be released to the Contractor upon delivery and acceptance of the new equipment. The dollar amount bid for the trade-in of each unit shall be shown as a direct credit on the invoice for the new equipment.

- M. **Training:** Pricing shall include the services of authorized manufacturer's representative(s) onsite to provide training. Class size for training shall be (six) students for (one) day for two hours between the hours of 8:00 a.m. to 3:00 p.m. Scheduling for training must be coordinated with Steve Carter at (804)387-0392. Costs associated with training, to include travel costs, shall to be included with the bid pricing.
- N. **Warranty (initial):** During the initial warranty period, equipment shall be warranted for 3 years or 3000 hours, whichever occurs first. Warranty shall include full machine warranty with no deductibles or travel time. No travel or transportation expenses for technician travel, parts and/or labor to be associated with warranty work. Transportation of equipment to service facilities for warranty repairs shall be the responsibility of the Contractor.

During the initial warranty period, nationwide factory recall or product update repairs or

replacements are the responsibility of the Contractor and/or manufacturer. In such cases, factory recall and modification work will be handled in the same manner as initial warranty work.

During the initial warranty period, the Contractor shall provide a loaner machine after 5 business days if County's machine is at the service facility for warranty repairs.

- O. Warranty (Extended):** Provide extended warranty, 3 years or 3000 hours whichever occurs first, on the powertrain and hydraulics. No travel or transportation expenses for technician travel, parts and/or labor to be associated with extended warranty work. Transportation of equipment to service facilities for warranty repairs shall be the responsibility of the Contractor.

VI. **BID FORM**

A. **BASIS OF AWARD**

Award will be made to the lowest responsive and responsible bidder based on the Grand Total Less Trade-In. If it becomes necessary to delete items from the Pricing Schedule, the award will be based on the Grand Total of the remaining items.

B. **PRICING SCHEDULE**

The bidder agrees to furnish the equipment as specified herein, and in compliance with the terms and conditions of this Invitation for Bids at the following price(s):

Item No.	Quantity	Description	Total Amount
1.	1 each	Hydraulic Excavator, new, current production track mounted model	\$
Year/Make/Model			
Warranty/Parts			
Warranty/Labor			
2.	1 Lot	Extended Warranty on <u>powertrain</u> and <u>hydraulics</u> for 3 years or 3000 hours whichever occurs first	\$
3.	1 each	Trade-In price for Case Construction King, Model 780D, "as is – where is"	Less \$
4.	1 each	Trade-In price for John Deere Model 310C, "as is – where is"	Less \$
Grand Total Less Trade-In			\$

C. **DELIVERY SCHEDULE**

Bidders are required to state the time of proposed delivery. Unless otherwise specified, bid the earliest delivery. Bidders must insert a definitive time frame IN CALENDAR

DAYS, within which delivery will be made after receipt of order (ARO). Indefinite terms such as “promptly”, “stock”, “as soon as possible”, etc., will not be given consideration. **THE FAILURE OF A BIDDER TO PROVIDE A DEFINITE DELIVERY TIME WILL RESULT IN THE BID BEING REJECTED AS NONRESPONSIVE IN ITS ENTIRETY OR, WHEN APPLICABLE, FOR THE ITEM SPECIFIED.**

Delivery in calendar days _____ after receipt of order.

D. ADDENDA

Bidder hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Invitation for Bids:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

E. BUSINESS CLASSIFICATION

Bidders are requested to provide the following information to Chesterfield County regarding their business. This information is for statistical purposes and, except in the case of tie bids, all firms submitting bids will receive equal consideration (refer to Clause F of the General Terms and Conditions). Bidder shall indicate whether they are classified as a:

Minority-Owned Business: Yes ☐ No ☐

Women-Owned Business: Yes ☐ No ☐

Chesterfield Business: Yes ☐ No ☐

F. BIDDER'S CHECKLIST

This checklist is provided to assist bidders in submitting a responsive bid and may not be inclusive of all solicitation requirements. Bidders are expected to carefully read the entire solicitation and verify that the following issues have been addressed prior to submission of a bid:

1. ☐ Provide requested information on cover page: name, address, etc.
2. ☐ Signed Bid (cover page) included with submission.
3. ☐ Complete and return all requested information on the Bid Form.
4. ☐ Complete and return Attachment A – Virginia State Corporation Commission (SCC) Registration Information
5. ☐ Complete and return Attachment B, information regarding compliance with specifications

G. BIDDER DATA

QUALIFICATIONS OF BIDDER: Firms shall have the capability in all respects to perform fully the contract requirements and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance of the contract to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of good(s) and/or service(s) required for this contract.

_____ years _____ months

Provide a minimum of three (3) references to which equipment representative of the make and model bid have been sold and utilized by in the field.

Company Name, Address, Phone Number and Contact Person's Name and Email Address:

1. _____

2. _____

3. _____

H. PAYMENT TERMS

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County.

Our terms are: _____

I. WARRANTY/SERVICE/PARTS LOCATION

Provide factory authorized warranty (service and parts) facility name/ location, contact person, telephone and fax numbers.

Facility name/location: _____

Contact Name: _____

Telephone: _____

Fax: _____

ATTACHMENT A

Virginia State Corporation Commission (SCC) Registration Information

The bidder shall check one of the following. The bidder is:

☐ a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

☐ not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids. No award shall be issued to a bidder who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers): ☐

ATTACHMENT B

Hydraulic Excavator

Item No:	<u>1</u>
Quantity:	<u>1</u>
Year:	<u>new, current production</u>
Department:	<u>Utilities Department</u>

Hydraulic Excavator	Circle Y if same or explain the difference in the equipment/features offered in the space provided.
General Information	
The hydraulic excavator must be new, unused, current production track mounted model.	Y
Unit shall have all standard equipment as shown in the manufacturer's printed literature.	Y
Modifications of existing models to meet the specifications will not be permitted	Y
Basic Specifications	
Operating weight minimum 29,000 lbs. (14290 kg) and no more than 40,000 lbs including a one-piece boom with a long stick and heavy duty 36" bucket, rated capacity of lubricants, coolant, full fuel tank, tracks with a maximum width of 8'6" as standard equipment.	Y
Plumbed to end of boom with hydraulic quick couplings to operate: Minimum flow rate of 20.6 gpm to 37 gpm. Operating pressure @Minimum flow 970 psi to 2,523 psi	Y
Hydraulic Pin grabber coupler	Y
Long track length shall be a minimum of 11'6".	Y
Transport width shall be 8'6" (2590 mm) Max	Y
Maximum depth cut for 8' level bottom shall be 18' minimum with long stick.	Y
Engine Specification	
Engine shall meet US tier III emission requirements	Y
Machine shall have a four cylinder turbo charged/water-cooled engine.	Y
The engine shall be equipped with a 24 volt starting and charging system.	Y
Engine displacement shall be a minimum of 180 cubic inches (3.26 L).	Y
Auto throttle	Y
Net engine flywheel power according to SAE J1349 shall be a minimum 88 hp (68kw) rated at 2100 rpm.	Y

An audible alarm shall indicate when machine travel is engaged.	Y
Hydraulic System	
Hydraulic system:	Y
Closed-center system or	Y
Open-Center system	Y
The hydraulic system should operate on two in-line, variable displacement, load sensing, axial-piston pumps or equal.	Y
Swing System	
The swing system shall have a swing torque of 21,627 ft-lbs (2991 kg-m).	Y
Maximum of 4' 10" tail swing radius	Y
Operator Cab	
The operator compartment shall protect the operator from the environment.	Y
The front windshield shall be mounted on tracks and be able to be swung up into a secure position in the cab ceiling by the operator in order to provide improved visibility forward and down.	Y
The hydraulic implement system shall use pilot-operated controls for low-effort, smooth modulation. Operator control selector switch.	Y
The cab shall be mounted on multi-layer viscous cab mounts for comfort and noise reduction.	Y
The seat shall have a high back rest and be fully adjustable for height, weight, fore/aft, seat back, and armrests and be provided with seat belts.	Y
The cab shall have a standard lock lever that does not allow for travel, blade, swing or boom articulation while in locked position.	Y
Machine shall have a skylight that can be opened and is rated to level 1 falling object protection.	Y
Monitor panel shall have working modes for implement system.	Y
System abnormalities detected shall be displayed on LCD monitor.	Y
Automatic climate control that maintains a constant temperature setting shall be available as standard equipment. AC/Heat	Y
Radio AM/FM	Y

Work Equipment	
Minimum reach at ground level shall be at least 26'6" (8180 mm) with a long stick.	Y
Minimum dumping height shall be at least 22'5" (6840 mm) with a long stick	Y
Bucket digging force (ISO) shall be a minimum of 19,000 lb (9500 kgf) with a long stick.	Y
Stick digging force (ISO) shall not be less than 12,800 lb (6300 kgf) with a long stick.	Y
Other/General	
A fusible link which can cut out the current from the battery instantly shall be installed.	Y
The electrical wire connectors shall be fixed to the structural members of the machine body.	Y
An engine cooling fan guard shall be installed	Y
A muffler guard must be installed.	Y
Seat Belts	Y
Thumb (manual)	Y