



INVITATION TO BID

Hanover County, Virginia Finance & Management Services Purchasing Division

Invitation No. 11-020609-2208KM

Due prior to 2:00 p.m., local time prevailing, September 6, 2011

Title: VEHICLE LEASE

Date: August 18, 2011

Sealed bids, subject to the specifications and conditions contained herein, will be received in the Hanover County Purchasing Division on the date and prior to the time stated above. The time a bid is received shall be determined by the time stamped by the time clock in the Purchasing Division. In the event this time clock is not functioning, the time shall be determined by time displayed on the landline telephone near the time clock. The time on the telephone will be written on the bid by hand, by County staff in the Purchasing Division. Bids will be publicly opened and read for the lease of three vehicles (vehicle class: sport utility or crossover), in accordance with the enclosed specifications.

Your bid must be submitted on the enclosed BID FORM (Pages 5 through 8) or a copy thereof. The bidder must complete all blanks or note as not applicable. A person authorized to bind the company in contractual matters must sign the BID FORM. Failure to comply with these requirements shall be cause for rejection of bid. Any bid received after the announced time and date of opening, whether by mail or otherwise, will not be considered and will be returned, unopened.

PRE-BID CONFERENCE

No pre-bid conference will be held for this procurement. **All questions/requests for information shall be submitted in writing, addressed to:** County of Hanover, Purchasing Division, ATTN: ITB No. 11-020609-2208KM, P. O. Box 470, Hanover, VA 23069-0470, **and to be assured consideration, must be received prior to 1:00 p.m., August 25, 2011.** Questions may be submitted by fax to 804-365-6100, or email to khmitchell@co.hanover.va.us. After reviewing any questions/requests submitted, the County will issue an addendum to respond to items it deems necessary. Any changes made to the written requirements of the bid documents shall be made by written addendum only issued by the Hanover County Purchasing Division. Each bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge receipt and inclusion of all Addenda in his bid.

SUBMISSION OF BIDS

NOTE: OUR OFFICES HAVE MOVED!

Bids must be submitted prior to the time, and on the date stated above to:

BY MAIL TO:

OR

BY HAND OR EXPRESS DELIVERY TO:

County of Hanover
Finance & Management Services
Purchasing Division
P. O. Box 470
Hanover, VA 23069-0470

County of Hanover
Finance & Management Services
Purchasing Division
7496 County Complex Road
Hanover, VA 23069

Submission of bids electronically or by facsimile will not be accepted.

GENERAL INFORMATION

The intent of this solicitation is for the lease of mid-size sport utility or crossover vehicles. A total of three vehicles will be leased. For bid purposes, the terms Contractor, Lessor, Vendor and Bidder shall be synonymous.

COOPERATIVE AGREEMENT

1. This procurement is being conducted on behalf of Hanover County, Virginia and other public bodies in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act.
2. If approved by the Contractor, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directly with any public body it approves to use the contract.
3. With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.
4. The County of Hanover, 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 Hanover County contract.
5. Hanover 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.

SPECIFICATIONS

1. The vehicles to be leased shall be either a Jeep Grand Cherokee Laredo 4WD, or Ford Edge AWD. **NO OTHER VEHICLE MODELS WILL BE CONSIDERED.** Vehicles shall be new, unused, 2012 model year or newer. Specifications are included in **APPENDIX A.**
2. The vehicles shall be leased on a 36-month, 50,000 mile per vehicle, closed end lease agreement. The lease period shall commence 36 months after vehicle delivery and acceptance.
3. Exceptions to the specifications shall be noted and addressed in detail.

SPECIAL TERMS AND CONDITIONS

1. In the event there is a conflict between the Special Terms and Conditions in this section and the Additional Terms, Conditions and Instructions to Bidders contained elsewhere in this solicitation, these Special Terms and Conditions shall apply.
2. The vehicles provided shall meet all applicable State and Federal motor vehicle regulations. All components, unless otherwise specified, shall be the standard or optional equipment specifically advertised and installed by the manufacturer.
3. The vehicles shall be delivered with a new, valid, Virginia state inspection decal and permanent Virginia license plates.

4. **NO DEALER DECALS OR OTHER DEALER IDENTIFICATION SHALL BE AFFIXED OR ATTACHED TO THE VEHICLES.**

DELIVERY

1. All prices shall be F.O.B. Hanover County Fleet Division, 11375 North Lakeridge Parkway, Ashland, VA 23005. The vehicles shall be delivered complete and ready for operation, including all dealer preparation activities.
2. ***All three vehicles shall be delivered and accepted no later than November 15, 2011.*** Delivery shall be scheduled at least 24 hours in advance by calling the Fleet Division Customer Desk, (804) 365-6501.
3. If delivery is anticipated prior to November 15, 2011, the bidder shall such as indicated on the BID FORM.

INVOICING

Monthly invoices shall be sent to the following addresses:

1. Hanover County Administrator's Office (1 vehicle)
P. O. Box 470
Hanover, VA 23069-0470
2. Hanover County Economic Development Department (2 vehicles)
8200 Center Path Lane, Suite E
Mechanicsville, VA 23116

DOMICILE

The vehicles will be garaged in Hanover County, Virginia, but their use shall not be restricted to Hanover County. The vehicles shall be licensed in the Commonwealth of Virginia.

PRICING

The bid price shall include all costs, including freight, delivery, dealer preparation, permanent tags and inspection costs. Please note that the bid price stated shall be the net cost to the County. The County will not participate in any refund, rebate or other similar program between the bidder and manufacturer requiring any check, form, application, etc. to be signed or endorsed to the bidder or manufacturer. Any rebate offered in the County's name shall be retained by the County.

FORM OF AGREEMENT/SPECIAL TERMS

1. The Lessor shall be required to execute the County's Equipment Lease Agreement included in **APPENDIX B**, unless modified in writing by the County.
2. The continuation of the terms, conditions, and provisions of any lease agreement beyond June 30th of each year shall be subject to appropriations by the Hanover County Board of Supervisors to fund the agreement for the subsequent year.
3. The County is exempt from all state and local sales taxes.

4. **County's Responsibilities:**

- 4.1 All routine maintenance and repairs not covered by the new, unused vehicle warranty.
- 4.2 Purchase of gasoline, oil, fluids, and replacement tires.
- 4.3 Physical damage to the vehicles.
- 4.4 Liability claims arising solely out of the use of the vehicles by the County.
- 4.5 Temporary transportation except where warranty maintenance is involved. If warranty maintenance causes the vehicles to be out of service for more than one day, the Lessor shall be responsible for furnishing temporary transportation by furnishing a comparable vehicle.

5. **Lessor's Responsibilities:**

- 5.1 County personal property tax.
- 5.2 State license fees and tags.
- 5.3 Delivery of vehicles to the Hanover County Fleet Division.
- 5.4 Retrieval of vehicles from the Hanover County Fleet Division upon expiration, or early termination of the Lease Agreement. Provide a vehicle inspection and condition report to the County, including pictures and cost of needed repairs, at the time the vehicles is returned to the Lessor.

COMPLIANCE WITH SPECIFICATIONS

Each manufacturer may not offer each and every feature specified; therefore, the County reserves the right to make award to the Bidder whose vehicle is in substantial compliance with these specifications. The County shall be the sole determinant of substantial compliance with the specifications.

BID EVALUATION AND AWARD

Bids will be evaluated based on the regular monthly payment indicated in item 1.2 on the BID FORM. Award shall be made to the lowest responsive and responsible bidder based on this price.

GENERAL TERMS AND CONDITIONS

By submitting a response to this solicitation, the bidder is subject to the General Terms, Conditions and Instructions to Bidders included in **APPENDIX C**.

ISSUED BY: Kimberly H. Mitchell, CPPB
Title: Senior Purchasing Officer
Phone Number: (804) 365-6104
Facsimile Number: (804) 365-6100
Email Address: khmitchell@co.hanover.va.us

**BID FORM
VEHICLE LEASE**

**Invitation to Bid No. 11-020609-2208KM
Due prior to 2:00 p.m., local time prevailing, September 6, 2011**

***RETURN PAGES 5–8 AS YOUR BID RESPONSE.
ALL BIDS SHALL BE STATED IN UNITED STATES DOLLARS (USD).***

The Bidder proposes and agrees, if this bid is accepted within 60 days after the bid opening date, to furnish any and all of the items upon which the prices are quoted, at the price set opposite each item, delivered at the point(s) specified and as scheduled. The Bidder is required to note any and all exceptions to the bid requirements on the BID FORM or by an attachment to the BID FORM. Please place your bid prices as indicated.

Please note that the bid price stated shall be the net cost to the County. The County will not participate in any refund, rebate or other similar program between the bidder and manufacturer requiring any check, form, application, etc. to be signed or endorsed to the bidder or manufacturer. Any rebate offered in the County's name shall be retained by the County.

Lease of three New Vehicles: Jeep Grand Cherokee Laredo 4WD, or Ford Edge AWD, model year 2012 or newer. NO OTHER VEHICLE MODELS WILL BE CONSIDERED.

Vehicles shall be leased on a 36 month, closed end lease agreement. Bid price shall be based upon mileage of 50,000 miles per vehicle for the entire lease term.

1. Monthly lease payment (per vehicle):
 - 1.1 Prorated first payment (due at delivery): \$ _____
 - 1.2 35 monthly payments (due 1st of month) of: \$ _____
 - 1.3 Final prorated payment of (due 1st day of last month): \$ _____
 - 1.4 Option: Monthly deduction for deletion of navigation system: \$ _____
2. Cost per mile for mileage in excess of 50,000 mile allowance per vehicle: \$ _____
3. Option: Purchase of vehicle by the County at the end of the lease term: \$ _____
4. Payment penalty (if applicable) for early termination of lease by County, as follows:

5. Year/Make/Model of Vehicle: _____
6. State Earliest Delivery Date: _____
7. Location for warranty work: _____
8. State Warranty: _____

A minimum of 30 days after receipt of an approved invoice by the County shall be allowed for payment. Discounts for prompt payment **will not** be considered in the evaluation of bids. However, any offered discount will become part of the award and will be taken if payment is made within the discount period offered in the bid. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the date that appears on the payment check or the date on which an electronic funds transfer for the payment was made.

PROMPT PAYMENT TERMS: _____
(PLEASE NOTE: COD TERMS ARE NOT ACCEPTABLE)

Receipt of Addenda listed below is acknowledged and the bid incorporates all requirements of these Addenda:

No. ____ Date _____ No. ____ Date _____ No. ____ Date _____

The Bidder certifies that he has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated this Bid for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with Hanover County.

The bidder hereby certifies that he will comply with all provisions of the Virginia Public Procurement Act and with the laws and regulations of Hanover County.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Hanover, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to the County of Hanover, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Hanover.

In compliance with VA Code Section 2.2-4343.1, Hanover County does not discriminate against faith-based organizations. Indicate by placing a check here ☐ if a Faith-Based Organization as described in VA Code § 2.2-4343.1B.

A contractor 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 or as otherwise required by law. Any business entity described in this subsection that enters into a contract with a public body pursuant to Virginia Code § 2.2-4311.2 shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. (See full text in General Terms and Conditions)

Bidders or Offerors possessing an identification number issued to it by the State Corporation Commission shall provide the identification number below.

Virginia State Corporation Commission Number: _____

OR

Check here ☐ if authorization is not required, and explanation is included.

Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Please indicate the type of business:

_____ Individual Trading Under Trade Name (List Individual and Trade Name in "Full Legal Name of Bidder" below)

_____ Individual Trading in Own Name _____ Partnership _____ Corporation

Full Legal Name of Bidder: _____

Mailing Address: _____

Remittance Address (if different): _____

Signature: _____ (Person signing must be authorized to bind the bidder in contractual matters)

Printed or Typed Name: _____ Date: _____

Title: _____ Email Address: _____

Phone: () _____ Fax: () _____

CONTACT INFORMATION (if different from above)

Printed or Typed Name: _____ Title: _____

Mailing Address: _____

Email Address: _____

Phone: () _____ Fax: () _____

APPENDIX A
SPECIFICATIONS

NOTE: **Both vehicle models, Jeep Grand Cherokee Laredo 4WD and Ford Edge AWD, shall include all standard equipment, in addition to the following requirements:**

SPECIFICATIONS	“X” IF BID COMPLIES, OR NOTE EXCEPTION TAKEN
1. Air Bags: Next Generation, driver and passenger	
2. Air Conditioning: Factory installed	
3. Battery: Maintenance free	
4. Brakes: Power, with 4 wheel disc anti-lock	
5. Door Locks: Power, with remote keyless entry	
6. Engine: Gasoline, V6	
7. Floor Covering: Color coordinated carpet in front, rear and cargo area	
8. Floor Mats: OEM matching in front, rear and cargo area	
9. Windows: Factory tinted windshield and front door glass; deep-tinted sunscreen on rear door glass, quarters and back glass.	
10. Navigation System: Built-in dash display screen	
11. Hands-Free Telephone: Bluetooth Wireless technology or approved equal	
12. Mirrors, Exterior: Dual power, foldaway	
13. Mirrors, Interior: Day/Night rearview, minimum	
14. Radio: AM/FM stereo with CD and digital clock	
15. Rear Back-Up Camera: With built-in dash display screen	
16. Seats: Leather, heated/reclining front bucket seats; split rear folding seat(s) with adjustable head rests; front floor console	
17. Cruise Control: Required	
18. Steering: Power	
19. Tilt Steering Wheel: Required	
20. Tires & Wheels: Standard for make and model bid; include standard spare tire, jack and lug wrench	
21. Transmission: Electronic, automatic with overdrive	
22. Windows: Power, with rear window defogger	
23. Wipers: Intermittent with washer; rear wiper with washer	
24. Towing Package: Class III, 3,500 lbs.	
25. Keys: Two sets required	
26. Warranty: Manufacturer’s standard	
27. Color: Exterior, Interior – to be selected from manufacturer’s standard selection	
28. Manual: Operator required	

END OF SPECIFICATIONS

RETURN PAGES 5 – 8 AS YOUR BID RESPONSE.

APPENDIX B

**Title: Vehicle Lease, 36 Month Closed End
Hanover County, Virginia
Invitation to Bid No. 11-02xxxx-xxxxKM**

EQUIPMENT LEASE AGREEMENT

This EQUIPMENT LEASE AGREEMENT, ("Lease"), is made this _____ day of _____, 20xx, by and between _____, herein called "Lessor", and HANOVER COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia, Hanover Courthouse, Hanover, Virginia 23069, hereinafter called "Lessee".

The Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment described in **EXHIBIT A**, attached hereto and incorporated by reference herein as ("the Equipment"), in accordance with the terms and conditions of this Lease.

1. Delivery and Acceptance. Lessor will deliver the Equipment to Lessee at the location specified in **EXHIBIT A** ("Vehicle Delivery Point"). If the Equipment is delivered in good condition and as represented by Lessor, Lessee will evidence its acceptance of the Equipment by executing and delivering to the Lessor the DELIVERY AND ACCEPTANCE CERTIFICATE found in **EXHIBIT C**. The vehicle identification number shall be filled in by the Lessee, in the spaces provided in **EXHIBIT A**, at the actual time of delivery of the vehicle to the Lessee.
2. Term. The term of this Lease shall commence on the date the vehicle is accepted by the County as evidenced by the acceptance date on the Delivery and Acceptance Certificate in **EXHIBIT C**.
3. Payments. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called) equal to the amounts specified in **EXHIBIT A**, attached hereto and incorporated by reference herein. The Lease Payments will be payable without notice or demand at the address of the Lessor stated on Page 5 (or at such other place as the Lessor or its assignee may designate in writing), and will commence on the first Lease Payment date as set forth in **EXHIBIT A** and thereafter on the dates set forth in **EXHIBIT A**. Any payments received later than 30 days from the due date will include a late charge of 1.5 percent of the payment.
4. Disclaimer of Warranties. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee, that Lessor is not a manufacturer of such equipment, and that Lessor has not made, and does not hereby make any representation, warranty, or covenant, express or implied, with respect to the merchantability, condition, quality, durability, design, operation, fitness for use, or suitability of the equipment in any respect whatsoever or in connection with or for the purposes and uses of Lessee, or any other representation, warranty, or covenant of any kind or character, express or implied with respect thereto. Lessor hereby assigns to Lessee during the Lease Term, so long as no Event of Default has occurred hereunder and is continuing, all manufacturer's warranties, if any, expressed or implied with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary service furnished in connection with such warranties at Lessee's expense.
5. Certification. Lessee agrees that (i) it will do or cause to be done, all things necessary to preserve and keep this Lease in full force and effect, subject to the other conditions of this lease and (ii) it has sufficient appropriations available to pay all amounts due hereunder for the current fiscal period.

6. Non-appropriation of Funds. Lessee shall be deemed in default under Paragraph 14 in the event no funds or insufficient funds are appropriated and budgeted in any fiscal period for payments due under this Lease. The Lessee will promptly notify the Lessor or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Lessee of any kind whatsoever. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or to its assignee on the date of such termination, at the Vehicle Delivery Point specified in **EXHIBIT A**. Lessor shall have all legal and equitable rights and remedies to take possession of the Equipment. This paragraph will not be construed so as to permit Lessee to terminate this Lease in order to acquire any other equipment to perform essentially the same application for which the Equipment is intended.
7. Title to Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment will remain in the name of the Lessor.
8. Use; Repairs. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer for the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating thereto. Lessee, at its expense, will pay for all maintenance and repairs not provided for by manufacturer's warranties necessary to keep the vehicle in good working order and condition and any other expense associated with operating the vehicle. Lessee will have the vehicle serviced according to the manufacturer's recommendations as outlined in the Owner's Manual or as requested by the manufacturer in connection with any recall campaign.
9. Alterations. Lessor hereby authorizes Lessee to have installed in the Equipment such portable radio and/or telephone equipment, including such antennas as the Lessee chooses, as may be deemed necessary by the Lessee to make the vehicle more suitable for its intended use. Lessee will not make any additional alterations, additions, or improvements to the Equipment other than those stated in this paragraph without Lessor's prior written consent unless such alterations, additions, or improvements may be readily removed without damage to the Equipment. Any such equipment shall at all times remain the property of the Lessee and the Lessor shall not deny the Lessee access to said equipment for purposes of removal by the Lessee.
10. Taxes and Licenses. Lessor shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, possession or use of the Equipment, as they may apply to this transaction. Lessor shall be responsible for state and local licenses, fees and tags, as well as any personal property taxes on the Equipment.
11. Assignment. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate or otherwise dispose of this Lease or the Equipment or any interest in the Lease or Equipment; or (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title, and interest in and to this Lease, the Equipment, and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Upon assignment of Lessor's interest herein, Lessor will send written notice of such assignment to Lessee which will be sufficient if it discloses the name of the assignee and address to which further payments should be made. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignment in writing if so requested.
12. Risk of Loss; Damage; Destruction. Other than repairs covered by manufacturer's warranties, Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss or damage to the Equipment nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to the Equipment, Lessee will immediately place the same in good repair. If Lessor determines that the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at its option will either (a) replace the same with like equipment in good repair, which shall then become the subject of this Lease; or (b) pay the Lessor the fair market value of the equipment at the time of loss, whereupon this Lease shall terminate without penalty. The fair market value shall be the amount listed in the Average Retail column of the N.A.D.A. Official Used Car Guide, Eastern Edition. The Average Retail price shall be adjusted by the applicable

high or low mileage allowance and the applicable manufacturer installed options (or dealer installation of manufacturer options) as listed in the N.A.D.A. guide. Prices shall be based upon the most recently issued N.A.D.A. guide. Should the N.A.D.A. guide not include the Equipment make and model, the retail fair market value shall be determined by a mutually agreed upon independent appraiser to be paid by the Lessor. Should the fair market value of the Equipment exceed the balance owed as determined in this paragraph, the excess shall be paid to the County upon early termination of the Lease.

13. Insurance. Lessee will, at its expense, maintain at all times during the Lease Term, appropriate physical damage coverage, public liability, and property damage insurance for all claims or losses which arise during the Lease Term and which are covered under the County's insurance program.
14. Event of Default. The term "Event of Default" as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment as it becomes due in accordance with the terms of the Lease, and any such failure continues for 30 days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within 30 days after written notice thereof; (iii) the discovery by Lessor that any statement or representation made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect.
15. Remedies. Upon non-appropriation under Paragraph 6 or upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to the Lessee, request Lessee to (and Lessee agrees that it will) at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Paragraph 6 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; and (ii) exercise any other right, remedy or privilege which may be available to it under applicable laws of the Commonwealth of Virginia or proceed by appropriate court action to enforce the terms of this Lease or to rescind this Lease as to any or all of the Equipment.
16. Inoperative Vehicle. In the event that the Equipment under lease should become inoperative or unreliable, the Lessor agrees to replace such Equipment, which shall then become the subject of the Lease. Such replacement Equipment must be of equal or greater quality than the original Equipment as mutually agreed to between the County and the Lessor. The Lessee may determine the vehicle to be inoperative or unreliable under this paragraph if:
 - 16.1 The Hanover County Director of Fleet Division certifies that he has been unsuccessful in making the same needed repair on two separate occasions within a 90 day period; and,
 - 16.2 The Lessor, at its expense and at a repair facility of its choosing, has also been unsuccessful in making the same repair on two separate occasions within a 90 day period; or,
 - 16.3 The equipment has been out of service for repairs, excluding routine maintenance, for a total of 15 days during any 30 consecutive day period.
17. Early Termination. The County may terminate this Lease Agreement upon giving 30 days written notice to the Lessor.

18. Excess Mileage Charge. The Lessee agrees to pay, in the event of early termination of the Lease, an excess mileage charge computed as follows:

$$\left(\frac{AVM}{ALM} \right) - \left(\frac{AMA}{12} \right) * EMC * ALM$$

Where: AVM = Actual Vehicle Mileage at Lease termination less mileage at delivery

ALM = Active Lease Months, the number of months the Lease was in effect

AMA = Annual Mileage Allowance per **EXHIBIT A**

EMC = Excess Mileage Charge per **EXHIBIT A**

19. Early Termination Penalty. The Lessee agrees to pay the Lessor the amount of the Early Termination Penalty in **EXHIBIT A** should the Lessee cause the Lease to be terminated, or elect to terminate the Lease; provided that, if the Lease is terminated pursuant to Paragraph 6, or failure of the Lessor to provide satisfactory replacement Equipment under Paragraph 16, no penalty shall be charged.
20. Vehicle Condition at time of Return. Upon the expiration or early termination of the Lease Agreement, the Lessee agrees to pay to the Lessor such amounts required to restore the vehicle to normal condition proportionate to the usual wear and tear expected for a vehicle with this accumulated mileage. For purposes of this requirement, the Standards for Inspection of Leased Vehicles, **EXHIBIT B**, attached to this Lease, will serve as the guide for determining wear and tear as it applies to the vehicle. Restoration costs shall be determined by an independent appraiser to be paid by the Lessor or with the consent of the Lessor, the Lessee may have the Equipment restored to meet the terms of this section.
21. Notices. All notices to be given under this Lease shall be made in writing and mailed by first class mail, return receipt requested, to the other party at its address set forth below. Any such notice shall be deemed to have been received five days subsequent to mailing. Any change of address of the parties shall be provided in writing, in accordance with this paragraph.
22. Governing Law. The laws of the Commonwealth of Virginia shall govern this Lease and any action arising out of this Lease shall be filed and maintained in the Hanover County General District Court or Hanover County Circuit Court.
23. Delivery of Related Documents. Both parties will execute or provide, as requested by the other, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.
24. Entire Agreement; Waiver. This Lease, together with Invitation to Bid No. 11-02xxxx-xxxxKM dated xxxxxxxx xx, 20xx and the bid response of _____ dated _____, 20xx, constitute the entire agreement between the parties with respect to the lease of the Equipment and this Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

The signatures and seals of the parties are set out below in acknowledgment of this agreement.

HANOVER COUNTY

Date

By: _____(SEAL)
Alan Wright, Purchasing Division Director

NAME OF BUSINESS

Type of Business (Corporation, Partnership,
Sole Proprietor)

State of Organization/Incorporation

Date

By: _____(SEAL)
Signature

Typed or Printed Name

Title

EXHIBIT A

LESSEE NAME: **HANOVER COUNTY, VIRGINIA**
STREET ADDRESS: **7516 COUNTY COMPLEX ROAD**
(P. O. BOX 470)
CITY/STATE/ZIP: **HANOVER, VIRGINIA 23069-0470**
TELEPHONE: **(804) 365-6000**

VEHICLE DESCRIPTION:

1. MODEL YEAR:
2. MAKE/MODEL:
3. BODY STYLE:
4. VEHICLE IDENTIFICATION NO.:
5. SELECTED EQUIPMENT AS LISTED ON NEXT PAGE

VEHICLE DELIVERY POINT: **HANOVER COUNTY FLEET DIVISION**
11375 North Lakeridge Parkway
Ashland, Virginia 23005

VEHICLE SHALL BE GARAGED IN HANOVER COUNTY, VIRGINIA.

LEASE:

1. TERM: **36 months**
2. 35 PAYMENTS: \$ _____ due on 1st day of each month,
PRORATED FINAL PAYMENT: \$ _____ due on 1st day of last month,
3. EXCESS MILEAGE CHARGE: \$ _____ per mile
4. EARLY TERMINATION PENALTY:
If terminated on or before _____ (Date); \$ _____
If terminated on or before _____ (Date); \$ _____
If terminated on or before _____ (Date); \$ _____
plus excess mileage charge computed in Lease, Paragraph 18.
5. MILEAGE ALLOWANCE (entire lease term): **50,000 miles per vehicle**
6. TOTAL OF MONTHLY LEASE PAYMENTS: \$ _____
7. DATE LEASE ENDS: _____

EXHIBIT A

Page 2

ENTER VEHICLE MAKE AND MODEL

(State Exterior and Interior Color)

SELECTED ITEMS INCLUDED AT DELIVERY AS LISTED BELOW:

All standard equipment per the manufacturer's specifications shall be included in addition to the equipment specified below.

INSERT SPECIFICATIONS

EXHIBIT B
STANDARDS FOR INSPECTION OF LEASED VEHICLES

The following is intended as a guide for use in evaluating "normal wear and tear" of leased vehicles turned in. In general, normal wear and tear proportionate to the mileage is to be expected. Conditions resulting from operator neglect or abuse becomes the responsibility of Lessee.

1. General Condition

Lessee is responsible for the following items at the time of release: car must be washed and interior must be clean. All equipment such as jack, spare wheel, extra tires if included in Lease Agreement, etc., must be present.

2. Body - Exterior

Acceptable: Stone chips, bumper scratches and minor dents (from parking), paint chips on sides (parking lot damage). Minimal rust and paint oxidation, minor scratches. Alterations (hole drilling, etc.) due to Lessee installation of accessories, such as radio and/or telephone antenna, etc.

Unacceptable: Body dings requiring sheet metal work to make the vehicle acceptable for resale as a late model Used Car, bumper damage of collision severity, damaged windshield or other glass, severe scratches in a horizontal plane indicating contact with foreign objects while in motion.

3. Body - Interior

Acceptable: Wear of trim and carpets proportionate to mileage. Substandard manufacturing conditions such as split seams or sagged cushions. Minor scratches and stains.

4. Mechanical Conditions

Lessee is responsible for proper maintenance of the vehicle in accordance with the appropriate manufacturer's car care manual and for satisfactory operating performance of the vehicle at the time of release, including engine, drive train, brakes and steering.

5. Tires

Lessee agrees to return vehicle to Lessor with five undamaged tires of similar type supplied as original equipment, with an even, measurable remaining tread of at least 1/2 across the full width of the face of the tread. Recapped or re-grooved tires are not acceptable.

6. Summary

Some of the items designated "unacceptable" may be classified as comprehensive damage, in which case the Lessee would have recourse through insurance coverage. However, such items must be corrected prior to release of the vehicle.

EXHIBIT C
DELIVERY AND ACCEPTANCE CERTIFICATE

I accepted delivery of the vehicle with the vehicle identification number stated in this Lease. The mileage at delivery was: _____. The vehicle meets the specifications stated in this Lease and it is in satisfactory condition this _____ day of _____, 20xx.

Signature

Name (printed or typed)

Title

APPENDIX C

ADDITIONAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. APPLICABILITY

These ADDITIONAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS shall be binding on all bidders or offerors and are incorporated by reference in all contracts resulting from any written Request for Quotes, Invitation to Bid or Request for Proposals issued, collectively the ("Request"), to which they are attached. Use of the term "bid" or "bidder" in these General Terms, Conditions and Instructions to Bidders is not intended to be restricted to an Invitation to Bid and shall also affect written Request for Quotes, Invitation to Bid or Request for Proposals. In the event there is a conflict between any of these Additional Terms, Conditions and Instructions to Bidders and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

2. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and nothing contained in the CONTRACT shall constitute or designate the Contractor or any of its agents or employees as employees of the COUNTY.

3. EXAMINATION OF BID DOCUMENTS

3.1 Bidders shall thoroughly examine the bid documents. The Bidder's failure or omission to examine any document shall not relieve the Bidder from any obligations with respect to its bid or to the resultant contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

3.2 If a Bidder knows, or should have known, that an ambiguity, discrepancy, error, omission or conflicting statement exists in the Bid Documents, the Bidder has an obligation to seek clarification, interpretation or instructions from the Director of Purchasing prior to submitting a bid. Any and all such clarifications, interpretations or supplemental instructions will be in the form of written addendum to the Request which, if issued, will be sent to prospective Bidders prior to the date fixed for the opening of bids. The County will not be responsible for any clarifications, interpretations or instructions except those made by written addendum. Should the Bidder fail to seek such a clarification prior to submission of a bid, the Bidder thereby waives, and agrees to indemnify and hold the County harmless from any claim, suit or cause of action arising out of or related to such ambiguity, discrepancy, error, omission or conflicting statement which the Bidder knew or should have known existed at the time the bid was submitted.

3.3 Failure of a Bidder to receive any addendum shall not relieve the Bidder from the requirements of the bid, including all addenda issued. All addenda so issued shall become part of the bid documents. Each Bidder shall be responsible for determining prior to submitting a bid that all addenda issued have been received and shall acknowledge receipt and inclusion of all Addenda in the bid.

4. SIGNED BID CONSIDERED AN OFFER

A signed bid shall be considered an offer on the part of the Bidder and shall be deemed accepted upon award by the County, unless withdrawn under the provisions herein. Should any Bidder receiving an award default or fail to deliver the products or services ordered by the time specified, the County may terminate the purchase order and/or contract, and after oral or written notice to the Bidder, may procure the products and/or services from other sources and hold the defaulting Bidder liable for any resulting additional cost. Any Request issued on behalf of Hanover County, Virginia shall allow any County Board, Commission, Authority, department, agency, or constitutional officer to make purchases pursuant to the Request issued by the County.

5. FAILURE TO BID

If not bidding, complete and return the signature page of the Request or a letter stating the reason for not bidding. Failure to respond may result in removal from the bidders list for the commodity(s) being bid.

6. REJECTION AND AWARD OF BIDS

6.1 The County reserves the right to accept or reject any or all bids or parts of bids, to waive informalities and to request rebids. Bids having exceptions to the specifications and/or terms and conditions included in the request may be considered, but preference may be given to bids with no exceptions taken. Modifications of or additions to any portion of a Request which affects quality, quantity, price or delivery, shall be cause to reject the Request as non-responsive. Modifications which do not affect quality, quantity, price or delivery will be dealt with by the County on a case by case basis and the County, in its sole discretion, may reject such bids as non-responsive, waive the modifications as an informality or require the bidder to withdraw the non-responsive language as a condition of being a responsive bidder.

6.2 The County reserves the right to award the contract for any or all items bid on a lump sum basis, individual item basis or such combination as shall best serve its interests, including award to multiple contractors, unless otherwise specified by the County. A Notice of Contract Award for this solicitation shall be posted on a bulletin board outside the Purchasing Division for a period of at least 10 calendar days. If a responsive bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the lowest responsible 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. The apparent lowest responsive and responsible bidder shall be notified in writing that the bid exceeds available funds and the County wishes to negotiate. If the County and the Bidder are unable to successfully negotiate the scope of work and/or bid price so the price is within available funds, all Requests shall be rejected. The County reserves the right to increase or decrease quantities at the quoted unit price.

6.3 The Bidder to whom the contract is awarded shall be required to execute the contract and furnish the required bonds and other contract documents within fifteen days after receipt of notification that the contract is ready for signature. Otherwise, the County may award the Bid to the next lowest responsive and responsible Bidder and keep the Bidder's security deposit, if any.

7. BID BOND

When specifically required in the Request, each bid, if the total bid price, including any add alternates and excluding any deduct alternates, exceeds \$50,000, shall be accompanied by a Bid Bond or Certified Check or Cashier's check payable to Hanover County, Virginia, in an amount equal to five percent of the total bid price including any add alternates and excluding any deduct alternates, unless otherwise specified. All Sureties must be licensed to transact business in the Commonwealth of Virginia and be acceptable to the County. Documents evidencing current authority of attorney-in-fact of surety must be attached to the bonds. In the event of default by the bidder, the deposit may be forfeited as liquidated damages to the County.

8. PREPARATION, SUBMISSION AND RECEIPT OF BIDS

- 8.1 Bids must be submitted to the address stated in the Request. Bids shall be submitted in the prescribed format and on the forms furnished, if any, or copies thereof, and shall be signed in ink. Original signatures are required on bids unless facsimile/electronic submission is allowed. Bids shall be enclosed in an envelope, and shall be sealed and clearly labeled with the bid number and project name so as to indicate the work covered by the Request so as to guard against opening prior to the time set therefor. Bidders shall designate on the exterior of the outermost envelope the bid number and date and time of opening of the bid. Erasures or other changes must be explained and initialed by the Bidder. Bids containing any conditions, omissions, failure to bid all items, unexplained erasures or alterations or items not called for in the bid, or irregularities of any kind, may be rejected by the County as being non-responsive.
- 8.2 Each bid must give the full legal name and business address of the Bidder. Bids must be signed by a person authorized to bind the bidder in contractual matters. The name and title of the person signing the bid shall also be typed or printed as indicated on the bid form.
- 8.3 Bids must be received prior to the date and time of opening specified in the Request. Late bids will not be considered. Facsimile or other electronic transmission of bids will not be considered unless otherwise specified in the Request.
- 8.4 No County official or employee shall be responsible for the improper opening of a bid which is not properly identified on the envelope, or for any bid improperly submitted, as specified in the Request. Bids for separate Requests shall not be combined on the same form or submitted in the same envelope. Any such bids may be rejected as nonresponsive.
- 8.5 Each BID FORM shall include specific acknowledgment of receipt of all addenda issued during the bidding process. Failure to acknowledge addenda may result in the bid being rejected as non-responsive.

9. SPECIFICATIONS

- 9.1 If goods/services bid are in substantial compliance with the bid requirements, the County, in its sole discretion, may waive informalities and award a contract if non-compliance will not affect the price, quality, quantity or delivery schedule of the goods, services or construction being procured.
- 9.2 The Bidder shall indicate in the Request any exceptions from the bid specifications and terms and conditions. If exceptions are not stated, it will be assumed that the goods and/or services fully comply with the bid specifications and terms and conditions and the Bidder will be required to deliver the product or service meeting the bid specifications under the terms and conditions specified.
- 9.3 All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new (unused), unless otherwise specified. The items bid shall be the latest model, of the best quality, and highest grade workmanship.
- 9.4 Any ancillary items or parts of any equipment listed in the Request which are not fully described in the specification and which are necessary for the completion and use of the items or equipment and its appurtenances shall be considered a part of such equipment although not directly specified in the Request.

10. SUBSTITUTION OF MATERIALS OR SERVICES

- 10.1 In the specifications, where any item of equipment or material is specified by proprietary name, trade name, and/or name of one or more manufacturers, with the addition of such expressions as "no substitutes," it is to be understood that those items are so specified for reasons of standardization in maintenance and operation, or for reasons of obtaining desirable features best suited to the requirements of the County and no other brand shall be considered.
- 10.2 In the specifications, where any item of equipment or material is specified by proprietary name, trade name, and/or name of one or more manufacturers, without the addition of such expressions as "no substitutes," it is understood that equal-quality equipment or products of either a manufacturer named or of a manufacturer not named, which meet the requirements of the Specifications, is intended, subject to the approval of the County as to the equality thereof, and it is distinctly understood: (1) that the County is to use its own judgment in determining whether or not any item of equipment or material proposed is equal in quality to that specified; (2) that the decision of the County on all such questions of equality shall be final; and (3) that, in the event of any adverse decision by the County, no claim of any sort shall be made or allowed against the County.
- 10.3 If bidding a brand other than that specified, it is the bidders responsibility to substantiate that the goods and/or services meet the specifications. To ensure that sufficient information is available, the Bidder shall furnish (and should submit as part of his bid) descriptive material (e.g., catalog cuts, drawings, specifications, etc.) necessary to substantiate that the products or services offered meet the requirements of the bid.

11. PRICING AND QUANTITIES

- 11.1 By submitting a bid, the Bidder warrants that the prices bid will be firm for acceptance for a period of 60 days from the date of the bid opening unless otherwise stated by the County.
- 11.2 Unless otherwise specified by the County, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award. Prices should be stated in the units of quantity specified in the BID FORM. In the case of an error in extension of prices in the bid, the unit prices shall govern.
- 11.3 When a bid is sought seeking a source of supply for a requirements contract for goods or services, the quantities or usage shown are estimates only. No guarantee is given or implied by the County as to the total amount that may or may not be purchased from any resulting contract. These quantities are for bidders information only but may be used for bid evaluation.

12. MODIFICATION OF BIDS

Bidder's may modify their bids prior to the date and time specified for the bid opening. Telegraphic or facsimile modification of bids shall not be accepted unless the Request allowed such submission. Any modification must be so worded by the Bidder so as not to reveal the original amount of the bid.

13. WITHDRAWAL OF BID DUE TO ERROR (CONSTRUCTION)

- 13.1 Upon proper request and identification, bids may be withdrawn at any time prior to the date and time for the bid opening.
- 13.2 The attention of all Bidders is directed to the Code of Virginia, Section 2.2-4330A(i) for the procedure to be followed on the withdrawal of bids due to error.
- 13.3 No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- 13.4 If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
- 13.5 No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- 13.6 If the Director of Purchasing denies the withdrawal of a bid under the provisions of this section, the Bidder shall be notified in writing stating the reasons for the decision and award of the contract shall be made to the Bidder at the bid price, provided the Bidder is a responsible and responsive bidder.

14. WITHDRAWAL OF BID DUE TO ERROR (OTHER THAN CONSTRUCTION)

- 14.1 Upon proper request and identification, bids may be withdrawn at any time prior to the date and time set for the bid opening. If the Director of Purchasing denies the withdrawal of a bid, the Bidder shall be notified in writing stating the reasons for the decision. Award of the contract shall be made to the Bidder at the bid price, provided the Bidder is a responsible and responsive bidder.
- 14.2 Bidders may request withdrawal of their bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein. The bidder shall give written notice to the Director of Purchasing of a claim to withdraw the bid prior to the award of the contract or issuance of the purchase order. The cause and nature of the mistake shall be stated in the claim to withdraw.
- 14.3 A minor defect or variation, ("an informality not affecting price, quantity, quality, delivery or contractual conditions"), in a bid or proposal that does not prejudice other bidders may, at the discretion of the Director of Purchasing, be waived or the bidder required to correct the informality.
- 14.4 If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
- 14.5 No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same Bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

15. SUBMISSION OF POST-BID INFORMATION

Bidders being considered for award of a contract may be required to file a Contractor's Qualification Statement (AIA Document A305) and/or provide other such additional information as the County may request to assist it in determining the Contractor's qualifications to satisfy its obligations under the Request. Bidders requested to file such a statement or provide such additional information shall be given 48 hours to get the completed statement, or provide the requested information, to the County. The County shall determine whether such information permits the bidder to be considered as a responsible bidder in accordance with Section 2.2-4301 of the Code of Virginia. Factors which may be considered in arriving at this determination may include the financial stability and solvency of the Bidder; experience in completing work of a nature and scope similar to the work being bid; performance and/or workmanship on previous contracts; ability to provide quality and timely maintenance, service or parts; and life cycle cost of a product or service.

16. CONTRACTOR REGISTRATION/COUNTY LICENSURE

If required in order to perform the work in this Request, the Bidder certifies that the Bidder has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the bid documents, prior to submitting the bid, in accordance with Title 54.1, Chapter 11 of the Code of Virginia and in accordance with the laws, rules and regulations of the Commonwealth of Virginia, Department for Professional and Occupational Regulation, Virginia Board for Contractors in granting the License or Certificate and classifications. If required for the work called for in the Request, the Contractor shall also obtain a License from the Hanover County Commissioner of Revenue Office.

17. REGISTRATION OF CORPORATIONS

Foreign corporations transacting business in Virginia are required to have a certificate of authority from the State Corporation Commission prior to signing any contract with the County.

18. SAMPLES

Evidence in the form of samples may be requested if the brand bid is other than that specified. When requested, samples must be furnished free of cost to the County, within seven days of written request, and will, if not used or destroyed in testing and upon request, be returned at the Bidder's expense within 30 days of bid award.

19. SUBMISSION OF PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a Bidder in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke these protections prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. Bidders shall submit, in a separate section of the bid, any information considered by the Bidder to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Bidders may not declare the entire bid proprietary nor may they declare pricing to be proprietary. References may be made within the body of the bid to proprietary information; however all information contained within the body of the bid not in the separate section labeled proprietary shall be public information.

20. TERMINATION FOR CONVENIENCE

Unless otherwise stated, any resultant contract may be terminated by the County, in whole or in part, whenever the County determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to the Contractor at least five days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date. If funds are not appropriated for this contract for any County fiscal year, the contract shall terminate automatically, without prior notice, after the last day for which funds were appropriated. Contract termination pursuant to this section shall not be considered a contract default, and the County shall not be liable for future payments or for cancellation or termination charges.

21. LICENSES, PERMITS AND FEES

21.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work which are legally required prior to and during the work, unless otherwise specified by the County in the Request.

21.2 Included in the permits required in the paragraph immediately above, the Contractor shall apply for and be issued a local permit for any land disturbing activity, and shall provide a "responsible land disturber" for the project, as required by Hanover County ordinance.

22. COPYRIGHTS OR PATENT RIGHTS

By submitting a bid, the Bidder certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of the Request. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save the County, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

23. DELIVERY

Time is of the essence for any orders placed as a result of this Request. The County reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified in the Request. All items shall be delivered F.O.B. destination, and delivery included in the bid price. Failure to do so may be cause for rejection of bid. The Bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).

24. TAXES

The County is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time bids are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the County and the Contractor, as the taxes shall be an obligation of the Contractor and not of the County, and the County shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.

25. ACCEPTANCE OF MATERIAL

The goods/services delivered under this bid shall remain the property of the seller until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the County. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to the County are found to be defective or not to conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return products to seller at the seller's expense.

26. CHANGE ORDERS

Any changes to an existing contract or purchase order must be approved in advance through issuance of a written change order by the Purchasing Division. The County will not assume responsibility for the cost of any changes made without issuance of a written change order.

27. PAYMENT TERMS

A minimum of 30 days after receipt of an approved invoice by the County shall be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. However, any offered discount will become part of the award and will be taken if payment is made within the discount period offered in the bid. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the date that appears on the payment check or the date on which an electronic funds transfer for the payment was made.

28. CONTRACTOR RESPONSIBILITY FOR DAMAGE TO PROPERTY

The Contractor shall be responsible for damages to property caused by work performed under the CONTRACT or Purchase Order. The Contractor shall repair to proper working order or replace, to the County's satisfaction, any property damaged either directly or indirectly by its actions.

29. PERFORMANCE AND PAYMENT BONDS

29.1 The County may require a Performance and Payment Bond regardless of the contract amount by specifically stating so in the Request. In addition, when specifically stated in the Request that a Performance and Payment Bond is required, and the contract amount exceeds \$50,000, the successful bidder shall furnish a Performance Bond and a Payment Bond, AIA Document No. A312. Bonds must be furnished prior to the performance of any work under the CONTRACT.

29.2 Bonds shall comply with the Code of Virginia and each shall be in an amount equal to 100 percent of the contract amount, unless otherwise specified in the bid documents. The Surety shall be a company authorized to transact business in the Commonwealth of Virginia. Documents evidencing current authority of attorney-in-fact of surety shall be attached to the bonds.

30. OWNERSHIP OF DOCUMENTS

30.1 All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant contract shall, at the option of the County, become County property and shall be delivered to and remain the property of the County upon completion of the work or termination of the Contract. The County shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

- 30.2 Any art work provided to the Contractor by the County shall be returned to the County upon delivery of the final products and/or services. Any art work, negatives, proofs, etc. produced by the Contractor in order to supply the products or services contracted for shall become the property of the County and shall be sent to the County upon delivery of the final products and/or services unless otherwise requested by the County. Failure to deliver the art work, negatives, proofs, etc. shall be cause for withholding any payment due.

31. COMPLIANCE WITH ALL REQUIREMENTS

- 31.1 The Contractor shall comply with all applicable Federal, State and Local laws, codes and regulations. The Contractor shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction over the performance of the work.
- 31.2 The Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

32. LEGAL PROCEEDINGS

Any legal proceedings arising out of or related to this Request shall be filed by the parties in the Hanover County General District Court or the Hanover County Circuit Court.

33. NON-DISCRIMINATION AND DRUG-FREE WORKPLACE

If the resultant CONTRACT exceeds \$10,000, during the performance of the CONTRACT, the Contractor agrees as follows:

- 33.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 33.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 33.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 33.4 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 a controlled substance or marijuana during the performance of the contract.
- 33.5 The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

34. CONTRACTUAL CLAIMS

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the County Administrator, Hanover County Government Building, 7516 County Complex Road, Hanover, Virginia 23069 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The County Administrator shall render a decision on the claim and shall notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of the County Administrator to the Board of Supervisors by providing written notice to the County Administrator, within 15 days of the date of the decision. The Board of Supervisors shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act and any other applicable requirements. Invoices for all services or goods provided by the Contractor shall be delivered to the County no later than 30 days following the conclusion of the work or delivery of the goods.

35. PAYMENTS TO CONTRACTORS

In accordance with Virginia Code Section 2.2-4354 the Contractor agrees that:

- 35.1 Should any subcontractor be employed by the Contractor for the provision of any goods or services under the resultant Contract, the Contractor agrees to the following:
- 35.1.1 The Contractor shall, within seven days after receipt of any payments from the County pursuant to the resultant Contract, either:
- 35.1.1.1 Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the goods or services provided by the subcontractor; or
- 35.1.1.2 Notify the County and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice shall be given to: Hanover County Administrator, P.O. Box 470, Hanover, Virginia 23069-0470.

- 35.1.2 The Contractor shall pay interest to the subcontractor, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the County for goods or services provided under the resultant Contract, except for amounts withheld under the subparagraph immediately preceding this subparagraph.
- 35.1.3 The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- 35.1.4 The Contractor's obligation to pay an interest charge to a subcontractor shall not be an obligation of the County.
- 35.1.5 No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.
- 35.1.6 If awarded a contract pursuant to this Request, the Contractor shall provide the County (i) its social security number if an individual, or (ii) its federal employer identification number if a proprietorship, partnership or corporation.

36. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees save, defend, keep harmless and indemnify the County, and all of its officials, agents and employees (collectively, the "County") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

37. ETHICS IN PUBLIC CONTRACTING

- 37.1 The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-4377, the Virginia Public Procurement Act, shall be applicable to all contracts solicited or entered into by this County. A copy of these provisions may be obtained from the Purchasing Director upon request.
- 37.2 The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

38. NOTIFICATION

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the County shall be given to the County of Hanover, Deputy County Administrator, P. O. Box 470, Hanover, VA 23069-0470. The Contractor agrees to notify the County immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

39. EXTENSION OF CONTRACT TERM

The County Purchasing Division, at its discretion, may extend the final contract term or final contract renewal term of the resultant Contract for a period of not more than six months, unless specifically stated otherwise in the solicitation.

40. AUDIT

- 40.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided under the resultant contract for a period of not less than five years after the effective date of final payment or contract termination. During this five year term, the County, or its authorized representative, shall have unlimited access to, and the right to audit, the books, records and documents of the Contractor during the Contractor's normal working hours.
- 40.2 There shall be no fees or costs charged to the County by the Contractor for any such audit activities.
- 40.3 The Contractor shall include the audit provisions of this section in all subcontracts and contracts of any entity providing goods or services pursuant to this Contract so as to guarantee the County's rights to audit any person or entity performing work pursuant to the Contract, all at no additional cost to the County. Should the Contractor fail to ensure the County's rights under this section, the Contractor shall be liable to the County for all reasonable costs and expenses the County may incur to obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section.

41. GUARANTEES & WARRANTIES

- 41.1 The Contractor shall, through itself and/or the manufacturer, provide the County with a warranty on all products provided by the Contractor. The warranty shall be for a period of at least one-year, or the manufacturers standard warranty, whichever is longer.
- 41.2 The warranty shall include all parts, labor, transportation, and any other costs (except general supply items) necessary to keep the product in good operating condition.
- 41.3 The cost of this one-year warranty shall be included in the price quoted.
- 41.4 If seasonal limitations prevent performance of any required testing of the product, the warranty period for such equipment shall begin after the tests have been successfully performed.

42. **USE OF INFORMATION AND DOCUMENTS**

The County and its officials, employees and agents will copy and use the response of the Bidder and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. The Bidder is responsible for obtaining any necessary authorizations for such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the Bidder has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Bidder agrees to indemnify, defend and hold the County, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark copyright laws, related to use of information and documents submitted with the Bidder's response.