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## Invitation For Bid Pumper/Tanker Fire Apparatus IFB# 2017-01

Issue Date: February 1, 2017

Title: Pumper/Tanker Fire Apparatus

Commodity Code: 07200

Carroll County invites competitive sealed bids for one (1) pumper/tanker fire apparatus. Sealed bids will be received in the Carroll County Finance Office, 605-1 Pine Street, Hillsville, VA 24343 until the hour of 3:00 p.m. eastern standard time on Wednesday March 15, 2017. Bids will be opened and publicly acknowledged at 3:00 p.m. in the County Administrator's Conference Room at 605-1 Pine Street, Hillsville, VA 24343. Bids received after the above mentioned date and time will NOT be considered and will be returned unopened. Please mark the outside of the envelope with "**Carroll County IFB# 2017-01 Pumper/Tanker Bid**".

In compliance with this Invitation For Bids (IFB) and all conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services required by this IFB. The undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature In Ink)  
Name: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_

**Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

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**ATTACHMENT A - BID FORM**

**ATTACHMENT B - SPECIFICATIONS**

I. PURPOSE

Bids will be received for the purchase of one (1) new model year Pumper/Tanker Fire Apparatus for Laurel Fork Volunteer Fire Department (LFVFD). The intent of this Invitation for Bid (IFB) is to solicit bids from qualified firms and to set forth the Terms and Conditions whereby Carroll County may contract with the successful Bidder to furnish and deliver the pumper/tanker as described herein.

II. BASIS OF AWARD

The award of a contract resulting from this Invitation for Bid (IFB) shall be based on the following criteria submitted from the lowest responsive and responsible bidder:

**Price** - The bids will be evaluated to be deemed a responsive and responsible bidder and a contract award will be based on the total bid price as stated on the bid form.

Carroll County intends to award to the lowest responsive and responsible bidder by considering the Total Bid Price on the Bid Form. **The County reserves the right to reject any and all bids** in whole or in part and to waive any informality prior to making an award.

III. INSTRUCTION TO BIDDERS

- A. This competitive sealed bidding procurement shall be conducted in accordance with the Virginia Procurement Act.
- B. Bids may be withdrawn at any time before the bid opening. A Bidder wishing to withdraw the bid after bid opening may do so.
- C. Questions related to this IFB should be directed to:

Nick Rife  
Finance Generalist  
Phone: (276) 730-3003  
Fax: (276) 730-3193  
Email: [nrife@carrollcountyva.org](mailto:nrife@carrollcountyva.org)

Questions may be faxed or e-mailed. All responses to inquiries will be in writing and will be provided to all prospective Bidders who have notified Carroll County and expressed intent to bid. Questions from Bidders must be received by Carroll County by 12 noon on **Wednesday, March 1, 2017** to ensure that the answers can be distributed and received by all registered bidders.

- D. Bidders are responsible for familiarizing themselves with the specifications (Attachment B) for the proposed goods for Carroll County.
- E. Late bids will not be considered and will be returned to the Bidder UNOPENED.
- F. **Submit four (4) copies of bids.** All bids must be in a sealed envelope and clearly marked in the lower left hand corner: Business/Contractor Name Sealed Bid, "**Carroll County IFB# 2017-01 Pumper/Tanker Bid**"

- G. Bids will Be accepted until 3:00 PM, Wednesday March 15, 2017. Mailed bids must be sent to:

Carroll County Finance Office  
Attn: Nick Rife  
605-1 Pine Street  
Hillsville, VA 24343

Bids will be opened and publicly acknowledged at 3:00 p.m. in the County Administrator's Conference Room at 605-1 Pine Street, Hillsville, VA 24343.

The Bidder has the sole responsibility to have their bid received by the Carroll County Finance Office at the above address and by the above stated time and date. Please note that Federal Express and other overnight delivery services do not guarantee morning delivery to Carroll County, Virginia. Next day delivery usually arrives in mid/late afternoon. If you will be using one of these services for delivery of your bid, please take this information into consideration.

- H. Specifications incorporated into this Invitation to Bid should be followed accordingly. This IFB must be completed and returned for a bidder to be considered responsive.
- I. As a guideline, Carroll County anticipates the following timetable for selection of a Contractor.

<u>Date</u>	<u>Event</u>
February 1, 2017	Invitation for Bid Issued
March 1, 2017	Deadline for Questions is 12:00 noon
March 15, 2017	Bids Due Prior to 3:00 PM deadline
April 2017	Award Contract

- J. Bid price will include freight to the specified delivery location in Carroll County, Virginia, and associated insurance.
- K. The minimum warranty period for the tanker/pumper and related accessories shall be as stated in the IFB specifications and shall start from the date the pumpers are accepted by Carroll County.
- L. Failure to manually sign the bid shall disqualify it. The person signing bid shall show title or authority to bind his firm in a Contract.
- M. Any quantities indicated in this IFB are for informational purposes only and are not guaranteed to be purchased.
- N. The prices quoted on the bid form shall be firm for 150 days. No separate line item charges shall be permitted for either bidding or invoicing purposes on the items appearing

on the Bid Form, which would include but are not limited to equipment rental, detention, demurrage, drop ship charges, local freight, or any other extraneous charges. Insertion of delivery costs, disclaimers, or limitations of liability, and the like which are not expressly allowed in this IFB will be cause for rejection of the bid.

- O. Any vendor transacting business with Carroll County may be asked to provide proof of registration with the State Corporation Commission (SCC), as required by Sections 13.1 or Title 50 of the Code of Virginia.

#### IV. CONTRACT PERFORMANCE

- A. The County, may during a three (3) year period, after the contract is awarded, with the concurrence of the contractor, place additional orders under the contract at the original price through the issuance of separate purchase orders.
- B. Delivery Address  
  
Laurel Fork Volunteer Fire Department  
13305 Danville Pike  
Laurel Fork, VA 24352
- C. The Contractor agrees that for unit price contracts, prices shall remain firm for the duration of the production/model year.

#### V. SPECIFICATIONS

The Specifications (Attachment B) for this Pumper/Tanker Apparatus are attached and incorporated herein to this IFB and made a part hereof.

#### VI. TERMS AND CONDITIONS

- A. Acceptance, Invoicing and Payment  
  
Carroll County will make payment to the Contractor, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice for the accepted work and warranty authorized by a contract resulting from this IFB.
- B. Attorney's Fees  
  
In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses, except in a case of default by the Contractor, the Contractor shall be responsible for any resulting additional purchase and administrative costs including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs
- C. Audit

Contractor shall keep and require each of its Subcontractor, if any, to keep, at no additional cost to County, full and detailed accounts of costs chargeable to County, during the project, and for five (5) years following completion. County shall be afforded full access to accounts, records, and supporting documents for review, audit, copy (such copies will be the property of County), and verification of costs. Audit access to Contractor's records in lump sum or unit price areas when applicable shall be sufficient to satisfy County that all quantities meet the payments to its subcontractor and suppliers, Contractor shall remit promptly to County the amount of any adjustment resulting from audit.

D. Availability of Funds

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

E. Binding Effect The terms, provisions, covenants and conditions contained in any resulting contract shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.

F. Compliance of Law The Contractor providing materials and services to the County under any contract resulting from this IFB represents and warrants to the County that it is:

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable.
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986; and Virginia Code § 2.2-4311.1.
3. Complying with federal, state and local laws and regulation applicable to the performance of the services procured; and
4. In full compliance with the Virginia Conflict of Interest Act

G. Contract Award

Carroll County reserves the right to accept or reject any and/or all bids, and to waive informalities. Carroll County reserves the right to award any contract resulting from this IFB to the lowest priced responsive and responsible bidder, resulting in a contract that is most advantageous and in the best interest of Carroll County. Carroll County shall be the sole judge of the bids and the resulting contract that best serves the public interest, and Carroll County's decision shall be final.

Negotiation with the Lowest Bidder: Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the

purpose of determining when such negotiations may take place, the term “available funds” shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.

- H. Contract Changes No verbal agreement or conversation with any officer, agent or employee of Carroll County either before or after execution of the contract resulting from this Invitation for Bid (IFB), IFB Addendum or follow-on negotiations, shall effect or modify any of the terms or obligations contained in the contract. No alterations to the terms and conditions of the contract shall be valid or binding upon Carroll County unless made in writing and signed by the Carroll County Administrator.
- I. Contract Documents The contract entered into by Carroll County and the Contractor shall consist of this Invitation For Bid, the Specification, any Addendum issued, the signed Bid Forms submitted by the Contractor, Purchase Order and any approved change orders issued.
- J. Definitions:
  - 1. Contractor:  
The successful bidder who enters into a contract with Carroll County to provide the goods or services as specified herein.
  - 2. County:  
Wherever the word "County" appears, it shall be understood to mean the Carroll County Government.
  - 3. Bidder:  
One who submits a competitively priced offer in response to an Invitation for Bids (IFB).
  - 4. Informality:  
A minor defect of variation in a bid or proposal from the exact requirements of the Invitation to Bid, or the Request for Proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
- K. Drug-Free Workplace During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase 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 any site at which the performance of work is done in connection with this contract awarded to the Contractor, 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.

L. Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Section 2.2-4367 through 2.2-4377, Virginia Code Annotated, and that all amounts received by it, pursuant to a Contract resulting from this IFB, are proper and in accordance herewith. By submitting a response to this solicitation, bidder certifies that their bid is made without collusion or fraud that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

M. Faith-Based Organizations

Pursuant to Virginia Code § 2.2-4343.1, in all invitations to bid, requests for proposals, contracts, and purchase orders, the COUNTY does not discriminate against faith-based organizations. “Faith-based Organization” means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193. If CONTRACTOR is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Virginia Code § 2.2-4343.1, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the COUNTY and a faith-based organization, you are hereby notified as follows: Neither the COUNTY’S selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider’s charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the COUNTY Administrator.

N. Freedom of Information

All information submitted to the County in response to this IFB will constitute public information and pursuant to the Virginia Freedom of Information Act will be available to the public for inspection upon request. Pursuant to Virginia Code § 2.2-4342 and County Procurement Policy § 3- 27, a Bidder/Offeror may request an exception to disclosure for



trade secrets or proprietary information as such is defined under Virginia Code § 59.1-336, part of the Uniform Trade Secrets Act. In order to claim this exemption, a Bidder/Offeror must: (1) Submit a request in writing referencing their desire to invoke the protections of Virginia Code § 2.2-4342; (2) Specifically identify which data or materials they wish to have protected; and (3) Articulate the rationale for why protection is necessary for the particular data or materials, to the satisfaction of the County. Failure to meet these requirements will result in the data or materials being open for inspection in response to a valid inquiry under the Virginia Freedom of Information Act and serve to waive any right of the Bidder/Offeror to assert a claim against the County for disclosure of trade secrets or proprietary information

O. Grant Funds Provisions

When a project is funded in part or all by grant funds, the Contractor shall observe all rules and regulations according to the grant fund award documentation. Contractor has the responsibility to comply with all grant fund reporting requirements and any or all award documentation terms and conditions.

P. Insurance

During the performance of any contract resulting from this IFB, the Contractor shall have and keep current insurance whichever is greater in scope or amount as follows:

(1) Worker's Compensation Insurance in compliance with all states in which the Contractor does business, including Coverage B Employer's Liability in not less than the following amounts:

a. i Bodily Injury by accident, \$100,000 for each accident;

b. ii Bodily Injury by disease, \$500,000 policy limit;

c. iii Bodily Injury by disease, \$100,000 for each employee;

(2) General Liability Insurance in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury;

(3) Automobile Liability Insurance in an amount not less than \$500,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicle.

The Contractor shall provide Carroll County with copies of certificates of insurance coverage.

Q. Non-Collusion

The party making the foregoing proposal hereby certifies that such proposal is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any offeror or person, to put in a sham proposal or to

refrain from offering, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the proposal price or affiant or of any proposal, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the County or any person interested in the proposed contract; and that all statements in said proposal are true.

R. Non-Discrimination

Any contract resulting from this IFB and every contract, sub-contract, or purchase order there under shall include the following provisions according to Code of Virginia §2.2-4311:

During the performance of a 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, age, or national origin, except where religion, sex or national origin 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 applicant for employment, notices setting forth 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 requirement.

S. Tax Exemption

The County of Carroll as a public body politic and corporate of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax for purchases made by the County.

T. Transportation and Packaging

By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped.

Attachment A  
Bid Form  
IFB# 2017-01  
Pumper/Tanker Fire Apparatus

Name and Address of Firm:

\_\_\_\_\_

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

\_\_\_\_\_

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

EIN: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

Delivery days \_\_\_\_\_

*(Specify in days after contract award or issuance of a purchase order that delivery can be met)*

Warranty Coverage including parts and labor shall be \_\_\_\_\_ year(s)

Total Bid Price: \$ \_\_\_\_\_

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

