

**County of Pulaski
Request for Bid**

Snowville Fire Department Support Truck

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NOTICE TO VENDORS, CONTRACTORS, PROPOSERS: Please verify that all attachments listed and marked as enclosed are present in the bid package. Please notify the County of Pulaski of any discrepancies immediately. Failure on the part of any vendor, contractor, or bidder will not relieve same from meeting any and/or all requirements of any documents inadvertently omitted.

**ADVERTISEMENT AND PUBLIC NOTICE
REQUEST FOR BID**

Snowville Fire Department Support Truck

Sealed bids for the outfitting of one (1) Support Truck for the Snowville Volunteer Fire Department on a customer supplied chassis will be received at the Administration Office, 143 Third Street, N.W., Suite 1, Pulaski, Virginia 24301 until 2:00 p.m., local prevailing time, on Thursday, September 15th, 2016, and then at said office opened and read aloud.

Bidding documents may be examined and obtained at the following location(s):

**Joshua Tolbert
Emergency Management Coordinator
County of Pulaski
143 3rd Street NW, Suite 1
Pulaski, VA 24301
Phone # 540-980-7705
Fax # 540-980-7717**

Withdrawal of bids shall be according to procedure (i) of Section 2.2-4330, Code of Virginia, 1982 as amended.

Award of contract, if a contract be awarded it will be to the lowest responsible bidder; however, Pulaski County reserves the right to reject any and all bids and to waive any informality in the bids. Pulaski County is an equal opportunity/affirmative action employer. This body does not discriminate against faith based organizations.

By : **Joshua Tolbert**
Emergency Management Coordinator

Note to newspaper:

Please print in the legal section of your newspaper on **Sunday, August 21, 2016** as a line ad.

Public notice posted on **Friday, August 19th**, by **Joshua Tolbert**.

**SPECIFICATIONS
REQUEST FOR BIDS**

Snowville Support Truck

The County of Pulaski, Virginia is seeking bids for the outfitting of one (1) Support Truck on for the Snowville Volunteer Fire Department on a customer provided chassis.

Information for Bidders:

Bids will be received by the County of Pulaski (herein called the "OWNER"), at 143 Third Street, NW, Suite 1, Pulaski, VA 24301 until 2:00 p.m. local prevailing time, on Thursday, September 15th, 2016, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to PULASKI COUNTY ADMINISTRATION at 143 Third Street, NW, Suite 1, Pulaski, VA 24301. Each sealed envelope containing a BID must be plainly marked on the outside as **SEALED BID FOR THE SNOWVILLE SUPPORT TRUCK** and the envelope should bear on the outside the BIDDER'S name, address and license number, if applicable, and the name of the project for which the bid is submitted.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 90 days after the actual date of the opening thereof except due to an error in accordance with Section 11-54, Procedure (i), Code of Virginia, 1982. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and BIDDER.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the Contract.

The NOTICE TO PROCEED shall be issued within twenty (20) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the twenty (20) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligation of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the Contract throughout.

Each BIDDER is responsible for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its bid.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS. The CONTRACTOR shall complete the CONTRACTORS POLICY OF NONDISCRIMINATION prior to awarding contract.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The bidder must be an established contractor/manufacturer of fire apparatus.

Bid Evaluation:

Evaluation of bids will be based on Section IX of the Pulaski County Procurement Policy.

The County of Pulaski, or their authorized agent, will review all bids and make the final selection. The decision of the County or its agent shall be based on the vendor's submittal and shall be final.

The County reserves the right to reject any and all bids, waive any formalities, and/or divide any purchase among several vendors. The selection of a successful bidder will comply with the Virginia Public Procurement Act. The County of Pulaski is an equal opportunity employer. Minority firms are encouraged to submit bids. This public body does not discriminate against faith-based organizations.

All questions pertaining to this BID including requests for clarifications should be in writing or e-mail form. This BID and any addendums will be posted on the county's web site located at <http://www.pulaskicounty.org>. It is the **vendors** responsibility to check this web site regularly for updates and addendums to this BID.

Bid Submittal:

Two (2) copies of the bids requested herein must be received in a sealed envelope clearly marked: **"Snowville Fire Department Support Truck"** no later than 2:00 p.m., Thursday, September 15th, 2016. Any bids received after this deadline shall be returned to the offerer unopened.

Bids and inquiries should be addressed to:

Joshua Tolbert
Emergency Management Coordinator
County of Pulaski
143 Third Street NW, Suite 1
Pulaski, VA 24301
540-980-7705
540-980-7717 Fax

RESPONSE TO SOLICITATION

Response to this solicitation can vary in length and in text but should include as a minimum the following:

1. All information needed to weigh the response as listed in the solicitation.
2. Any supporting information felt by the proposer to be applicable.
3. Family relationship of principals in the proposer's firm to any employee of the County of Pulaski.
4. A list of similar or related projects.
5. Name and address of the principals in the proposer's firm related to any employee of the County of Pulaski.

INSURANCE AND INDEMNIFICATION GUARANTEE

1. Indemnification and Hold Harmless Requirements
- 1.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County of Pulaski, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, including but not limited to any such claim, damage, loss or expense which is attributable to the bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself) including the loss of use or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a claim against the Contractor or his Subcontractor arising from any work or property that must be restored, repaired or replaced because of Contractor's or Subcontractor's work being incorrectly or improperly performed. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- 1.2 In any and all claims against the County of Pulaski or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 1.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other Employee benefit acts.
2. Contractor's Liability Insurance and Other Insurance
- 2.1 The Contractor shall purchase and maintain such insurance as will protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including but not necessarily limited to, the following:
 1. claims under worker's or workmen's compensation, disability benefit and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employee;
 3. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
 4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an act or offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
 5. claims for damages, other than to the work itself, because of injury to destruction of real or tangible property, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle
- 2.2 The insurance required by Subparagraph 2.1 shall be written for not less than any limits of liability specified in the Contract Documents, or as required by law, whichever is greater.
- 2.3 The insurance required by Subparagraph 2.1 shall include contractual liability insurance applicable to the Contractor's obligation under Paragraph 1.
- 2.4 Certificates of Insurance acceptable to the County of Pulaski shall be filed with the County prior to commencement of the work. These Certificates shall contain a provision that coverage's afforded under the policies will not be cancelled until at least thirty days prior written notice has been given to the County.

CONTRACTOR'S POLICY OF NONDISCRIMINATION

Pursuant to Section 2.2-4311 of the 1950 Code of Virginia, as amended, during the performance of any contract awarded, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, 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 applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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.

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.

The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over ten thousand dollars (\$10,000.00), so such provisions shall be binding upon each subcontractor and/or vendor.

Additionally, the contractor will not discriminate against any employee or applicant on the basis of handicapped status, except where handicapped status is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

Signature of Authorized Agent

Date

DRUG FREE WORKPLACE MAINTENANCE BY CONTRACTOR

Pursuant to Section 2.2-4312 of the Code of Virginia, all public bodies shall include in every contract over \$10,000 the following provisions:

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 placed by or on behalf of the contractor’s 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 over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

Signature of Authorized Agent

Date

BID

Proposal of _____ (hereinafter called BIDDER), organized and existing under the laws of the State of _____, doing business as _____, to the County of Pulaski (hereinafter called OWNER).

In compliance with your invitation to Bid, BIDDER hereby proposes to perform all WORK for the outfitting of one fire department support truck for the Snowville Volunteer Fire Department in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated of below.

By submission of this BID, BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 180 consecutive calendar days thereafter. BIDDER further agrees to pay liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter.

BIDDER acknowledges receipt of the following ADDENDUM: None

Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following Bid Schedule.

**Snowville Fire Department Support Truck
BID SCHEDULE**

<u>ITEM</u>	<u>TOTAL BID</u>
A) One (1) Support Truck	\$ _____

NOTE 1: BIDS shall be total cost to the OWNER, including construction, restoration, materials and all applicable permits, taxes and fees.

NOTE 2: Where the specifications refer to a specific model or manufacturer's name, an "or equal" product may be submitted for approval. The County of Pulaski shall have complete responsibility to determine if an "or equal" is acceptable.

NOTE 3: Bid item A will be delivered to Draper Fire Department from the manufacturing facility.

EVALUATION OF BIDS

Bids submitted will be evaluated by the County of Pulaski reserves the right to award the bid to the lowest, responsible bidder that will be in the best interest of the County of Pulaski. It is recognized that bids submitted for BID Items and Alternates may vary and the County of Pulaski reserves the right to select the bid which is in the best interest of Pulaski County and a contract will be awarded to the lowest, responsible bidder. Pulaski County reserves the right to reject any/and all bids.