



# Town of Vinton FINANCE DEPARTMENT

Brandon Gann, MPA  
Financial Services Analyst

311 S. Pollard Street, Suite 101  
Vinton, VA 24179  
Telephone: 540-983-0608  
Fax: 540-985-3105  
Email: bgann@vintonva.gov

## INVITATION TO BID TOV-2021-002

Vehicle Maintenance Services

for

Town of Vinton

One (1) Original, Three (3) Complete Copies, and One Electronic Copy  
(CD/DVD) Preferred of Sealed Bids Due:

November 10, 2020  
3:00 p.m.  
(Local Prevailing Time)

# **INVITATION FOR BID TOV-2021-002 VEHICLE MAINTENANCE SERVICES**

## **PURPOSE**

The purpose of this Invitation for Bid (IFB) is the procurement of qualified Bidders to provide professional vehicle maintenance and automotive mechanical services on an as-needed basis for the Town of Vinton. The Town of Vinton invites any qualified Bidder to respond to this IFB by submitting a Bid for such work, service, and/or items consistent with the terms and conditions herein set forth. It is the Town's intent to award to multiple bidders.

## **SERVICES AND/OR ITEMS REQUIRED**

A description and/or listing of the services and/or items that the Successful Bidder (the term "Successful Bidder" includes all Bidders to whom an award may be made) will be required to provide to the Town under this IFB are those set forth below and/or referred to in any way in the terms and conditions. Each Bidder should carefully read and review all such documents.

### **A. SCOPE OF WORK**

The successful bidder, shall furnish all labor, installation, supervision, equipment, tools, materials, services, fees, licenses, freight, shipping, handling, insurance, certifications, quality control and all related items as required or necessary to perform miscellaneous professional vehicle maintenance and automotive mechanical services for the Town of Vinton, Virginia.

The Town of Vinton fleet includes approximately 75 vehicles.

### **B. PERSONNEL REQUIREMENTS**

1. The Town reserves the right to reject any of the Successful Bidder's employees who, in the Town's judgment, are not adequately qualified to perform the work.
2. The Successful Bidder shall be responsible for the conduct of all personnel.

### **C. EQUIPMENT REQUIREMENTS**

1. The Successful Bidder shall have and maintain suitable modern equipment and tools necessary to perform the services that may be required under any resultant Contract.
2. The Town will not be responsible for any damage to the Successful Bidder's equipment, tools, or rented or leased equipment as a result of work being performed under any resultant Contract.

### **D. PARTS, MATERIALS, AND SUPPLIES.**

The Successful Bidder shall be responsible for providing all parts, materials, and supplies needed to complete assigned jobs. The Town reserves the right to provide parts, materials, and supplies when determined to be in the best interest of the Town. All parts, materials, and supplies furnished under any resultant Contract shall be new and must be

approved by the Town prior to installation. All parts, materials, supplies and workmanship must be guaranteed for a period of ninety (90) days or the manufacturer's warranty period, whichever is greater. The Successful Bidder, at no additional cost to the Town, shall make warranty repairs within this time period.

## **E. WORK ESTIMATES**

1. Under any resultant Contract, the Successful Bidder shall furnish the agency with a non-binding written estimate of the total costs to complete the work required within two (2) business days of request, as needed unless approved otherwise by Town staff.
2. The estimate must include:
  - a. Estimated hours to perform the job.
  - b. Successful Bidder's hourly rates broken down by discipline.
  - c. Estimated material/parts/supplies needed.
  - d. Estimated material/parts/supplies cost.
  - e. The Successful Bidder shall not be compensated for job assessment, travel or written estimates.
3. The Successful Bidder shall not perform any work without prior approval from the Town.
4. The Successful Bidder must provide a written estimate if requested by the requesting department for each project which will be reviewed by the Town, prior to starting work. If the work is deemed by the Town to be an immediate response nature, the estimated requirement will be waived.

## **F. DEBRIS/WASTE DISPOSAL**

The Successful Bidder is responsible for disposal of all refuse, rubbish, scrap materials, and debris resulting from their operations. The Town reserves the right to ask for old parts or equipment.

## **G. COMMENCEMENT OF WORK**

1. The Successful Bidder shall be able to begin work immediately upon notification of contract award. The Town must approve all work prior to commencement of any work under any resultant contract.
2. For all non-emergency services determined by the Town, the Successful Bidder shall provide required services within (2) two days of notification unless otherwise agreed upon by Town staff. The Successful Bidder may request additional time if needed. The Town will have the right to approve the extension request or deny it if the need is urgent.

## **H. INVOICING**

Invoices shall be submitted at the completion of each project. Invoices shall include the

Contract number, purchase order number, itemized quantities, unit price, and extended costs based on the Contract pricing schedule. No payment will be made for work in progress on the prescribed payment dates.

#### **I. UNREASONABLE CHARGES**

Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Successful Bidder shall put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Town shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. The Successful Bidder may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the Town of its prompt payment obligations with respect to those charges which are not in dispute.

#### **J. FINAL INSPECTION**

At the conclusion of the work, the Successful Bidder shall demonstrate to the Town that the work is fully operational and in compliance with contract specifications. Any deficiencies shall be promptly and permanently corrected by the Successful Bidder at the Successful Bidder's sole expense prior to final acceptance of the work.

### **TERM OF CONTRACT**

- A. The term of any resultant Contract will be for two years. Upon the mutual agreement of the parties, the Contract may be renewed for up to three (3) additional one (1) year periods or any combination thereof.
- B. All terms and conditions shall remain in force for the term of the Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of the Contract. Prices for any renewal periods will be subject to the mutual agreement of both parties.

### **SUBMISSION OF THE BID**

One (1) Original, three (3) complete copies and, one (1) Electronic Copy (CD) preferred, of the sealed bid will be accepted at and until **3:00 P.M. (local prevailing time) on November, 2020**, 311 S. Pollard Street, Suite 101, Vinton, VA 24179. As this is a sealed formal Invitation to Bid, faxed bids will NOT be accepted. Bids not received by the date and time listed above will be returned to the Offeror unopened. The bid package must be clearly marked with **"IFB TOV-2021-002 Vehicle Maintenance Services, Term Contract."**

It is not the intent of the specifications to be proprietary, nor to exclude any manufacturer or dealer. Deviations will be given consideration if they are considered to be suitable and acceptable for comparison. Any deviations must be submitted, in writing, with your bid. Deviations discovered after bid award or material receipt, not stated in your bid, shall be grounds

for disqualification and nullification of order. It is the responsibility of the Offeror to prove that the deviation is equal to the product/service specified. The Town of Vinton will make the final determination as to whether the product is equivalent.

### **EVALUATION OF THE BID**

The Town of Vinton shall provide the mechanism for the evaluation of all information received, the final determination of responsible Offerors, and reserves the right to waive informalities and irregularities and to accept or reject any or all bids. Town of Vinton reserves the right to procure from State Contracts when it is in our opinion that the State Contract is in the best interest of Town of Vinton. It is the intent of Town of Vinton to award the bid.

Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact us. We require that you provide at least 48 hours notice so that reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodation or assistance, which may be required for your participation.

### **FOR QUESTIONS REGARDING THE BID, PLEASE CONTACT:**

Brandon Gann, Financial Services Analyst  
311 S. Pollard Street, Suite 101  
Vinton, VA 24179  
Telephone: 540-983-0608  
Fax: 540-985-3105  
Email: bgann@vintonva.gov

### **GENERAL TERMS AND CONDITIONS**

These General Terms & Conditions shall apply to all purchases and be a part of every contract awarded by the Town of Vinton unless otherwise specified in writing. Bidders/Offerors are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals. Procurement by the Town is subject to the Virginia Public Procurement Act (VPPA) Title 2.2, Chapter 43 of the Code of Virginia and the Town's procurement policy. If an inconsistency exists between the VPPA and the Town's policy, the conflicting provisions of the VPPA take precedence.

### **DEFINITIONS**

**ADDENDUM/ADDENDA:** Addition(s) or supplement(s) to a solicitation to clarify, modify, or support information which becomes part of the contract.

**BID:** The offer of a prospective vendor/supplier to an Invitation to Bid to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

**BIDDER/OFFEROR:** Any individual, company, firm, corporation, partnership or other organization who submits a response to an Invitation to Bid or a Request for Proposal and offering to enter into a contract with the Town.

**COLLUSION:** A secret agreement or cooperation between two or more parties to accomplish a fraudulent, deceitful, or unlawful purpose.

**CONFLICT OF INTEREST:** An actual or potential situation in which the personal interests of a vendor, employee, or public official are, or appear to be, in conflict with the best interests of the Town.

**CONTRACTOR:** The entity that has a direct contract with the Town to furnish goods, services or construction for a certain price.

**DAY(S):** Defined as calendar days unless otherwise specified as business days.

**INFORMALITY:** A minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid or Request for Proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

**INVITATION TO BID (ITB):** A formal request which is made to prospective suppliers (bidders) for their quotation on goods, services, or construction desired by the Town. The issuance of an ITB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

**PROFESSIONAL SERVICES:** Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the VPPA).

**PROPOSAL:** The document submitted by the offeror in response to the RFP to be used as the basis for negotiations for entering into a contract.

**REQUEST FOR PROPOSAL (RFP):** A formal request for a proposal from prospective offerors which will indicate that which is sought to be procured from the offeror, the specifications, the general terms and conditions of the proposed contract, and where negotiations are conducted to come to a final contract. The RFP will specify the evaluation criteria to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

**RESPONSIBLE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance.

**RESPONSIVE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having submitted a bid/proposal which conforms in all material respects to the ITB or RFP.

**SOLICITATION:** A formal document issued by the Town with the intent to purchase goods, services or construction. The term "solicitation" includes both an Invitation to Bid or a Request for Proposal.

**SWAM:** Small, Women, and Minority-owned businesses.

**SUBCONTRACTOR:** A business entity that has a contract to supply labor or materials to the

prime contractor to whom the contract was awarded or to any subcontractor in the performance of the work provided for in such contract.

**TOWN or OWNER:** Town of Vinton, Virginia.

### **CONDITIONS OF BIDDING**

**BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/proposal prices in US dollars.

**BID/PROPOSAL ACCEPTANCE PERIOD:** Unless otherwise specified, all bids/proposals submitted shall be binding and may not be withdrawn for sixty (60) days following the bid/proposal opening date and time, unless extended by mutual consent of all parties. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

**CANCELLATION OF SOLICITATIONS:** An ITB, RFP or any other solicitation may be cancelled or rejected, but shall not be cancelled or rejected solely to avoid awarding a contract to a particular responsive and responsible bidder/offeror. The reasons for cancellation shall be made part of the contract file.

**TOWN HALL CLOSURE:** If Town Hall is closed for business at the time scheduled for the bid opening, for whatever reasons, sealed bid/proposal will be accepted and opened on the next business day of the Town, at the original scheduled hour.

**CLARIFICATION of TERMS:** If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the person identified in the solicitation no later than five (5) business days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Town.

**CONFLICT OF INTEREST/COLLUSION:** Contractor certifies by signing their bid/proposal submission to the Town, that no conflict of interest or collusion exists between the Contractor and Town that interferes with fair competition and no conflict of interest or collusion exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Town.

**DEBARMENT STATUS:** By signing their bid/proposal, the bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts from any agency, public entity/locality, or authority of the Commonwealth of Virginia.

**DISCRIMINATION PROHIBITED:** In the solicitation or awarding of a contract the Town shall not discriminate against a bidder/offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. The Town encourages the participation of SWAM and Veteran-Owned businesses (as defined in 2.2-4310(F)) in public procurement activities. Towards that end, the Town encourages contractors to provide for the participation of SWAM/Veteran-Owned businesses through partnerships, joint ventures, subcontracts, and

other contractual opportunities.

**ERRORS IN BIDS/PROPOSALS:** When an error is made in extending total prices, the unit price will govern. Bidders/Offerors are cautioned to recheck their bids/proposals for possible errors prior to submission.

**ETHICS IN PUBLIC CONTRACTING:** By submitting their bids/proposals, the bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, 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 or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**EXCUSABLE DELAY:** The Town shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the Town. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the Town.

**LICENSES, PERMITS and FEES:** All proposals submitted shall have included in price the cost of any business or professional licenses, permits, or fees required by the Town of Vinton or the Commonwealth of Virginia. At or prior to delivery of the signed contract, the bidder/offeror to whom the contract is awarded shall deliver to the Town a copy of their Town Business License (if applicable). The bidder/offeror shall ensure that the Business License indicates a basis amount equal to or greater than the awarded Contract value. For information on Town Business Licenses contact the Finance/Treasurer Department at 540-983-0608. The bidder/offeror must have all necessary licenses to perform the services in the Commonwealth of Virginia and, if practicing as other than an individual, be authorized to do business in the Commonwealth of Virginia.

**MANDATORY USE OF TOWN FORMS INCLUDING GENERAL TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Town form(s) when provided or in the format identified for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the ITB or RFP may be cause for rejection of the bid/proposal. The Town reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified. As a precondition to its acceptance of an ITB response, the Town may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification to the provisions of the contract shall be effective unless the modification is incorporated into the contract document.

**MODIFICATION & WITHDRAWAL OF BIDS/PROPOSALS:**

1. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment



mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

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

2. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
3. No bid shall 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.
4. If a bid is withdrawn in accordance with this section, the lowest remaining bid shall be deemed to be the low bid.
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.
6. The public body shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If the public body denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the public body shall return all work papers and copies thereof that have been submitted by the bidder.
7. These procedures also apply for the withdrawal of bids for other than construction contracts.
8. A bidder/offeror may modify or withdraw his bid/proposal, either personally or by written request to the Town at any time prior to the scheduled time for opening of bids/proposals.

**PUBLIC INSPECTION OF CERTAIN RECORDS:** Public inspection of all records is strictly governed by Code of Virginia § 2.2-4342 and in accordance with the Virginia Freedom of Information Act (§§2.2-3700, et seq.). Any inspection of procurement transactions shall be subject to reasonable restrictions to ensure the security and integrity of the records. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

**REVISIONS TO THE OFFICIAL ITB/RFP:** No bidder/offeror shall modify, revise, edit or make any unauthorized change(s) to the original official ITB/RFP. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the bidder/offeror by the Town of Vinton.

**TAXES:** Sales to the Town of Vinton are normally exempt from State sales tax. Virginia Sales and Use Tax Certificate of Exemption, Form ST-12, will be issued upon request. The Town may also be exempt from other taxes and fees.

## AWARD

### CONTRACT AWARD

For ITB: The award(s) made in response to an ITB will be made to the lowest responsive and responsible bidder(s) for each item, or group of items indicated in the bid. The Town reserves the right to make the sole determination of whether the product and/or options offered meet the minimum specifications and is acceptable in accordance with the specifications. The Town's decision shall be final. The Town reserves the right to make a separate award for each item, a group of items or all items, and to make awards either in whole or in part, whichever is deemed by the Town to be in its best interest. Delivery timelines may be a factor in making an award.

For RFP: The award(s) made in response to an RFP will be made to the highest qualified offeror whose proposal is determined to be the most advantageous to the Town, taking into consideration the evaluation criteria set forth in the RFP. After negotiations, the offeror who has made the best proposal and provides the best value shall be awarded the contract.

Professional services shall be procured and awarded by competitive negotiation as set forth in the VPPA.

The Town reserves the right to cancel a solicitation at any time and to reject any or all bids/proposals, in whole or in part, to waive any informality and to delete items prior to making the award(s), whenever it is deemed in the sole opinion of the Town to be in its best interest.

**NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are canceled or rejected, the Town reserves the right to negotiate with the lowest responsive and responsible bidder to obtain a contract price within the funds available to the Town whenever such low bid exceeds the Town's available funds for the project. The Town shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and the Town wishes to negotiate a lower contract price. The times, places and manner of negotiating shall be agreed to by the Town and the lowest responsive, responsible bidder.

**PRECEDENCE OF TERMS:** General Terms and Conditions shall apply in all instances with the exceptions for projects funded by federal funds which require special terms. In the event there is a conflict between the General Terms and Conditions and any Federal, Special, Standard, or Supplementary Terms and Conditions in this solicitation, the Federal, Special, Standard, or Supplementary Terms and Conditions shall apply.

**QUALIFICATIONS of BIDDERS/OFFERORS:** The Town may make such reasonable investigations as deemed proper and necessary to determine the responsibility and ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect bidder's/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The Town further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the Town that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**SELECTION PROCESS/NOTICE OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Town will publicly post such notice and/or will notify all responsive bidders/offerors. The Town may post its awards on its website [www.vintonva.gov](http://www.vintonva.gov) and also on eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov).

## **CONTRACT PROVISIONS**

**ANTI-DISCRIMINATION:** By submitting their bids/proposals, bidders/offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, and the Americans With Disabilities Act.

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Town all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town under said contract.

**APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, excluding its conflict of laws provisions, and venue for litigation with any respect thereto shall be proper only in the Circuit Court of Roanoke County, Virginia. The contractor shall comply with all applicable federal, state, and local laws, rules, and regulations.

**ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town.

**CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties by mutual agreement in writing, to modify the terms, conditions or scope of the contract subject to item 2. below. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Vinton Town Council. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of a bidder/offeror from the consequences of an error in its (bid/offer).
3. The Town may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Town of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Town's written decision affirming, modifying, or revoking the prior written notice. If the Town decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Town's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town with all vouchers and records of expenses incurred and savings realized. The Town shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town within thirty (30) days from the date of receipt of the written order from the Town. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the VPPA, Virginia Code § 2.2-4363. Neither the existence of a claim nor a dispute resolution process, litigation, or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town or with the performance of the contract generally.

**CONTRACTUAL DISPUTES:** Contractual claim procedures shall be as per Virginia Code § 2.2-4363.

**COOPERATIVE PROCUREMENT:** Except as prohibited by the Code of Virginia § 2.2-4304, all resultant contracts will be extended, with the authorization of the contractor, to other public bodies to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The Town acts only as the "Contracting Officer" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the

public bodies of the availability of the contract. The Town shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

**DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure items of a comparable quality from other sources and hold the contractor responsible for any resulting additional costs above the contract price when purchases are made in the open market. This remedy shall be in addition to any other remedies, which the Town may have.

**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.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids/proposals, bidders/offers certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Immigration Reform and Control Act of 1986.

**INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless the Town, its officers, agents, volunteers, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

**INSURANCE:** By signing and submitting a bid/proposal under this solicitation, the bidder/offers certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time of contract execution. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800, et seq., of the Code of Virginia. The bidder/offers further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**LIABILITY AND LITIGATION:** The Town shall not indemnify or hold harmless any contractor or other third party. The Town does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The Town does not waive the right to trial by jury for any cause of action arising from the contract and shall not submit any contract claim to binding arbitration or mediation. The Town shall not be liable to contractor for

any special, punitive, or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the contract contrary to these statements is/are hereby deleted and rendered void.

**NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**PAYMENT:**

1. To Prime Contractor:

Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however. All goods or services provided under this contract or purchase order, that are paid for with public funds, shall be billed by the contractor at the contract price. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. Individual contractors shall provide their social security numbers, and proprietors, partnerships, and corporations shall provide the Town with a federal employer identification number, prior to receiving any payment from the Town. The Town requires an updated IRS Form W-9 be filed with the Finance/Treasurer Department at or before the contract is signed.

Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Town shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

The provisions of this section do not relieve The town of its prompt payment obligations with respect to those charges which are not in dispute.

2. To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated to pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the

subcontractor(s) under the contract; or;

Notify the Town and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Town, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town. Any such contract awarded shall further require the contractor to 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. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town.

**SAFETY and OSHA STANDARDS:** All parties performing services for the Town shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

**STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia § 2.2-4311.2 (B), a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid/proposal the identification number issued to it by the State Corporation Commission (SCC) and shall not allow the identification number to lapse, be revoked or cancelled at any time during the term of the contract. Any bidder/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 is required to include in its bid/proposal a statement describing why the bidder/offeror is not required to be so authorized. A link to the SCC site is at <http://www.scc.virginia.gov>.

**TERMINATION:** Subject to the provisions below, the contract may be terminated by the Town upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of cancellation.

1. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Town, without the required thirty (30) days advance notice, then the Town shall be responsible for payment of services up to the termination date.
2. **Termination for Cause:** Termination by the Town for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, the Town may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) day advance notice requirement is waived in the event of Termination for Cause.
3. **Termination Due to Unavailability of Funds:** Agreements are made subject to the appropriation of funds (including grant funds, gifts or donations) by the Vinton Town Council and are null and void in the event of non-appropriation by the Town Council. Non-

appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the Town.

### **SPECIFICATIONS**

**CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, latest edition/model in first class condition.

**FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

**USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Town to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation. The Town reserves the right to determine the suitability of substituted items for those specified and to accept in whole or in part any and all bids/proposals received.

### **DELIVERY**

**DEFECTS OR IMPROPRIETIES:** In instances where there is a defect or impropriety in an invoice or in the goods or services received, the Town shall notify the supplier of the defect or impropriety, if the defect or impropriety would prevent payment by the payment date. The notice shall be sent within (30) thirty days after receipt of the invoice or the goods or services.

**TESTING AND INSPECTION:** The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. Materials or components that have been rejected by the Town, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Town.

**TRANSPORTATION AND PACKAGING:** All materials shipped to the Town must be shipped Free On Board (FOB) Destination unless otherwise stated in the contract. 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. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.







**PRICE FORM**  
**INVITATION TO BID TOV-2021-002 VEHICLE MAINTENANCE SERVICES**

In compliance with this Invitation for Bid and subject to all conditions thereof, the undersigned offers and agrees to provide all equipment, labor, and material necessary to execute and complete the work required for the project in accordance with the Services and/or Items required and General Terms and Conditions.

In compliance with this Invitation for Bid and subject to all conditions thereof, the undersigned offers and agrees to provide all equipment, labor, and material necessary to execute and complete the work required for the project in accordance with the Services and/or Items required and General Terms and Conditions.

DESCRIPTION	HOURLY RATE	OVERTIME RATE
Labor, ASE Mechanic		
Labor, non-ASE Mechanic		
Labor, Helper/Apprentice		

**Parts and Materials (% discount off retail)** \_\_\_\_\_%

Award(s) shall be made based on the hourly/overtime rates. The Town reserves the right to make multiple awards.

**SIGNATURE PAGE**  
**INVITATION TO BID TOV-2021-002 VEHICLE MAINTENANCE SERVICES**

BIDDERS SIGNING THE BID FORM AGREE THAT THE PRODUCT BEING BID CONFORMS TO ALL SPECIFICATIONS LISTED IN THE BID. BIDDER CERTIFIES THAT BY SUBMISSION OF THIS BID, HE HAS READ AND AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID.

DATE \_\_\_\_\_

PAYMENT TERMS NET 30

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE # \_\_\_\_\_

\_\_\_\_\_ FAX # \_\_\_\_\_

\_\_\_\_\_ EMAIL \_\_\_\_\_

FEIN \_\_\_\_\_

VA SCC NO. \_\_\_\_\_

SIGNATURE / TITLE \_\_\_\_\_

NAME / TITLE (please print) \_\_\_\_\_

Type of Business: Please indicate if your firm is one or more of the following:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> SMALL BUSINESS             | <input type="checkbox"/> INDIVIDUAL BUSINESS    | <input type="checkbox"/> SHELTERED<br>WORKSHOP |
| <input type="checkbox"/> WOMAN-OWNED<br>BUSINESS    | <input type="checkbox"/> SOLE<br>PROPRIETORSHIP | <input type="checkbox"/> CORPORATION           |
| <input type="checkbox"/> MINORITY-OWNED<br>BUSINESS | <input type="checkbox"/> PARTNERSHIP            |  |

Type of business is requested for informational purposes only.

**REFERENCE FORM**  
**INVITATION TO BID TOV-2020-001 Hourly Rate for On Call Electrical Services**

Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

---

---

Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

---

---

Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

---

---

Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

---

---

Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_