



Town of Purcellville, Virginia

INVITATION FOR BID

Equipment Attachments for Existing Equipment (John Deere Rubber Tire Loader & John Deere Backhoe)

ACCEPTANCE DATE: 3:00 p.m., October 23, 2006

ACCEPTANCE PLACE Town of Purcellville
130 E. Main Street
Purcellville, Virginia 20132

Requests for information related to this Invitation should be in writing and directed to:

Jim Kelly, Maintenance Superintendent
540 338-7440
Email address: jkelly2@town.purcellville.va.us

Or

Steve Plante, Director of Streets & Maintenance
540 751-2314
Email address: splante@town.purcellville.va.us

Or

Steve Coakley, Budget/Procurement Specialist
(540) 751-2351
Email address: scoakley@town.purcellville.va.us

Please provide copies of all requests to Steve Coakley, Budget/Procurement Specialist.

Issue Date: October 5, 2006

INVITATION FOR BID

**Equipment Attachments for Existing Town Equipment
(John Deere Rubber Tire Loader & John Deere Backhoe)**

<u>SECTION/TITLE</u>	<u>PAGE</u>
1.0 PURPOSE.....	3
2.0 COMPETITION INTENDED.....	3
3.0 SPECIFICATIONS.....	3
4.0 CONTRACT TERMS AND CONDITIONS.....	5
5.0 INSTRUCTIONS TO BIDDERS	10
BID PRICING FORM AND OTHER FORMS TO BE EXECUTED BY THE BIDDER.....	13

Equipment Attachments for Existing Town Equipment (John Deere Rubber Tire Loader & John Deere Backhoe) FOR THE TOWN OF PURCELLVILLE MAINTENANCE DEPARTMENT

1.0 PURPOSE

The intent of this Invitation for Bid and resulting contract is to obtain three equipment attachments for existing Town equipment -- one (1) Bucket Sweeper for a 544J John Deere Rubber Tire Loader, one (1) Snowpusher for a 544J John Deere Rubber Tire Loader, and one (1) Hydraulic Breaker for a 410G John Deere Backhoe. This equipment is for the Town of Purcellville Maintenance Facility. The Maintenance Facility is located at 785 S. 20th Street, Purcellville, VA 20132.

2.0 COMPETITION INTENDED

It is the Town's intent that this Invitation for Bid (IFB) permit competition. It shall be the bidder's responsibility to advise the Purchasing Specialist in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Specialist not later than ten (10) days prior to the date set for bids to close.

3.0 SPECIFICATIONS

General:

The three pieces of equipment furnished under these specifications shall be manufacturer's latest current production with all standard equipment unless otherwise indicated.

Following are the specifications. Please indicate in the bid whether the equipment meets the specifications. If not, please note what it does offer.

Bucket Sweeper

Description	YES	NO	OFFERED
MODEL: Sweepster BS32M8 (or equal).			
BROOM HOOKUP: Shall be quick connect, able to match up to the Model 544J John Deere Rubber Tire Loader owned by the Town.			
BRISTLES: Shall be poly/wire, (min.) 32" diameter.			
BUCKET: Shall be heavy-duty, 108" overall width, 96" sweeping width, with (min.) 33" high.			
GPM: Shall be 15-40.			
WATER SYSTEM: Shall have a (min.) 85 gal. water system.			

Snowpusher

Description	YES	NO	OFFERED
MODEL: JRB 14' Snowpusher (or equal) .			
SNOWPUSHER HOOKUP: Shall be quick connect, able to match up to the Model 544J John Deere Rubber Tire Loader owned by the Town.			

Hydraulic Breaker

Description	YES	NO	OFFERED
MODEL: Indeco HP 1100 Hydraulic Breaker (or equal).			
HYDRAULIC BREAKER HOOKUP: Shall be Wain-Roy style quick connect, able to match up to the Model JD 410G John Deere Backhoe owned by the Town.			
BLOWS PER MINUTE: 540			
WARRANTY: Must have minimum 2 year warranty.			

General Specifications for the above Equipment Items

MANUALS: One set each of parts manual, operator's manual, and service manual.			
OSHA SAFETY: Units shall meet all applicable OSHA safety requirements.			
DELIVERY: Units shall be delivered within 30 calendar days from date of award to the Town of Purcellville Maintenance Facility Purcellville, Virginia.			
WARRANTY: Shall have not less than twelve months manufacturer's warranty on the complete machine to include parts and labor costs. Details of equipment warranties for each piece of equipment shall accompany the bid. The vendor will stipulate that the proposed equipment will not invalidate the warranties of the Town's Rubber Tire Loader and the Backhoe.			
EQUIPMENT AVAILABILITY GUARANTEE: In the event of a warrantable failure of the unit, the successful bidder shall guarantee to repair the unit to an operating condition within 72 hours, excluding weekend and holidays, from the time of arrival at the successful bidder's location, (transport to be completed by successful bidder.) This warranty shall remain in effect for any warrantable repair. If the successful bidder cannot comply with this condition, a comparable machine shall be provided at no cost until the repairs are complete. If no machine is available, a daily rental credit payment of			

<p>\$500 shall accrue until repairs are completed. Details of this warranty shall accompany the bid.</p>			
<p>PARTS AND SERVICE AVAILABILITY GUARANTEE: The successful bidder shall guarantee that factory-warranted parts and service are available within 60 miles of the Town of Purcellville Maintenance Facility. If the Town orders a new part necessary to operate the machine and the successful bidder does not have the part available or give reasonable notice that the part is available for pickup at the location ordered within 24 hours, excluding weekends and holidays, the successful bidder shall furnish the part to the Town at no cost. Parts covered by this guarantee may be ordered from the successful bidder's parts department during normal working hours. These guarantees shall not apply when parts ordered from the successful bidder in connection with service work in progress. Detail of these guarantees shall accompany the bid.</p>			

Note: Bidders shall indicate if the bid complies with each specification above. This chart shall be returned with the bid. Failure to return the chart with the bid may result in the bid being rejected as non-responsive.

4.0 CONTRACT TERMS AND CONDITIONS

4.1 Procedures

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the Director, Streets and Maintenance or his authorized representative(s). The firm shall not comply with requests and/or orders issued by other than the Director, Streets and Maintenance or his authorized representative(s) acting within their authority for the Town. Any change to the contract must be approved in writing by the Town Manager and the Contractor.

4.2 Delays

If delay is foreseen contractor shall give thirty (30) days prior written notice to the Maintenance Superintendent. The Town has the right to extend delivery date if reasons appear, in the sole discretion of the Town, to be valid. Contractor must keep the Town advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Town to purchase supplies, equipment, or services elsewhere and charge full increase in cost and handling to defaulting contractor.

4.3 Delivery Failures

Should the contractor fail to deliver an order at the time specified, or within a reasonable period of time thereafter, as determined by the Purchasing Specialist or should the contractor fail to make timely replacement of rejected items when so requested, the Town may purchase items of comparable quality in the open market to replace the rejected or undelivered items. The contractor shall reimburse the Town for all cost differences from the contract price when purchases are made in the open market.

4.4 Material Safety Data Sheets

By law, the Town of Purcellville will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received by the Town. The Town retains the right to reject any materials, products or chemicals that may be hazardous.

4.5 License Requirement

All firms doing business in the Town of Purcellville are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Wholesale and retail merchants without a business location in the town of Purcellville are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Department of Finance, telephone (540) 338-7093.

4.6 Payment of Taxes

All contractors located or owning property in the Town of Purcellville shall assure that all real and personal property taxes are paid.

The Town will verify payment of all real and personal property taxes by the successful bidder prior to the award of any contract renewal.

4.7 Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the Town by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:
\$1,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$50,000 Fire Damage Limit
\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:
\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

Policy will be in name of Town. Minimum limits required are \$1,000,000.

e. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).

2. The Town of Purcellville, its officers / officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the Town.
4. Shall provide 30 days written notice to the Town before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverages for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the Town. At the option of the Town, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the Town, its' officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the Town, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the Town certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received by Town Manager.
11. All coverages designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

4.8 Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the Town, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

4.9 Safety

All contractors and subcontractors performing services for the Town of Purcellville are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.10 Permits

It shall be the responsibility of the contractor to comply with Town Ordinances by securing the necessary permits. The Town shall waive any fees involved in securing permits.

4.11 Notice of Required Disability Legislation Compliance

The Town of Purcellville government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, the Town of Purcellville, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

4.12 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by this Town. A copy of these provisions may be obtained from the Purchasing Specialist upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 *et. seq.*), the Virginia Governmental Frauds Act (§18.2-498.1 *et. seq.*) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

4.13 Employment Discrimination by Contractors Prohibited

Every contract of over \$10,000 shall include the following provisions:

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 or 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, shall 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 to meet this requirement.
2. The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4.14 Drug-free Workplace

Every contract of over \$10,000 shall include 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 for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or 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 purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom

are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

4.15 Faith Based Organizations

The Town of Purcellville does not discriminate against faith-based organizations.

4.16 Exemption from Taxes

The Town is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the Town's tax exempt status will be furnished by the Town of Purcellville on request.

4.17 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

4.18 Substitutions

No substitutions or cancellations permitted after award without written approval by the Town Manager.

4.19 Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The Town may, in writing, require the Contractor to remove any employee from work that the Town deems incompetent or careless.

Further, the Town may, from time to time, make inspections of the work performed under this contract. Any inspection by the Town does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

4.20 Method of Payment

Upon delivery and acceptance of the equipment the contractor shall submit an invoice, in triplicate, detailing the appropriate charges.

Upon receipt of invoice and upon final inspection and acceptance of the equipment, the Town will render payment within forty-five (45) days. Invoices shall be submitted to:

Town of Purcellville, Virginia
Department of Finance
130 E. Main Street
Purcellville, Virginia 20132

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

4.21 Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Town Manager.

4.22 Contractual Disputes

A Contractor shall give written notice to the Purchasing Specialist of his intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the Purchasing Specialist no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Specialist shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

The Purchasing Specialist's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Town Manager, or his designee. The Town Manager shall render a decision within sixty (60) days of receipt of the appeal.

4.23 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

4.24 Applicable Laws

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia.

5.0 INSTRUCTIONS TO BIDDERS

5.1 Submission of Bids

Pricing must be submitted on Invitation for Bid pricing form only. Include other information as requested or required. Be sure bid container is completely and properly identified. The face of the container shall indicate the title of the IFB, and time and date of opening. Bids must be received in the Town Hall **BEFORE** the hour specified on the opening date. Bids may be either mailed or hand delivered to Town of Purcellville, Virginia Attn: Steve Coakley, 130 E. Main Street, Purcellville, Virginia 20132.

5.2 Demonstration of the units

The supplier/manufacturer of each unit who is considered for selection shall, at the request of the Town of Purcellville, demonstrate the units at a location agreeable to the Town in the presence of Town representatives to demonstrate its features, which may be in question. Failure of the demonstration machine to meet Town of Purcellville requirements may be judged as non-responsive to the specifications described below. Bidders who wish to see the existing Town's equipment (John Deere Rubber Tire Loader & John Deere Backhoe) may do so by contacting Jim Kelly, Maintenance Superintendent (540 338-7440).

5.3 Inquiries

Inquires pertaining to Invitation for Bid must give IFB title and opening date.

5.4 Firm Pricing for Town Acceptance

Bid price must be firm for Town acceptance for 90 days from bid opening date. "Discount from list" bids not acceptable unless requested.

5.5 Quotations to be F.O.B. Destination

QUOTE F.O.B. destination for all competitive sealed bids. If otherwise, show exact cost to deliver. Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

5.6 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary.** Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

5.7 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page.

5.8 Correction or Withdrawal of Bids and Cancellation of Awards Under Competitive Sealed Bidding

Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted at the Town's discretion. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of the Town or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Specialist. No bid may be withdrawn when the result would be to award 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. If a bid is withdrawn, the lowest remaining bid shall be deemed to be the low bid. If the Purchasing Specialist, the Using Agency, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating the reasons for his decision.

5.9 References

All bidders shall include, with their bids, a list of at least three (3) current references for whom comparable equipment has been provided. This list shall include company name, person to contact, address and telephone number. Failure to include references may be cause for rejection of bid as non-responsive.

5.10 Use of Brand Names

Unless otherwise provided in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Town 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. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

5.11 Delivery

Bid must show number of days required to place material in using agency's receiving room under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five day difference in delivery promise may break a tie bid. Unrealistically short or long delivery promised may cause bid to be rejected. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 7:00 am to 3:00 pm, unless prior approval for late delivery has been obtained from the Town.

5.12 Descriptive Literature

All bids shall include descriptive literature on each item being offered. Failure to include this information with the bid may result in the entire bid being considered unresponsive.

5.13 License Requirement

All firms doing business in the Town of Purcellville are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. The BPOL license number must be indicated on the pricing page of this Invitation for Bid.

Wholesale and retail merchants without a business location in the Town of Purcellville are exempt from this requirement. Proof of other local license tax, if applicable, must be submitted with the bid.

Questions concerning the BPOL Tax should be directed to the Department of Finance, telephone (540) 338-7093.

5.14 Late Bids

LATE bids will be returned to bidder UNOPENED, if IFB title, opening date and bidder's return address is shown on the container.

5.15 Rights of Town

The Town reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the Town.

5.16 Prohibition as Subcontractors Under Competitive Sealed Bidding

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.

5.17 Anti-Trust Violations

Consistent and continued tie bidding could cause rejection of bids by the Town Manager and/or investigation for Anti-Trust violations.

5.18 Basis for Award

Contract award will be made to the lowest responsive, responsible bidder for each piece of equipment, or in total, whichever is in the best interest of the Town.

5.19 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the Town 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 whenever such low bid exceeds the available funds.

Negotiations with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

Town of Purcellville, Virginia
130 E, Main Street
Purcellville, Virginia 20132

**BUCKET SWEEPER FOR
THE TOWN OF PURCELLVILLE MAINTENANCE FACILITY**

NOTICE TO BIDDERS: The following required supplies shall be provided according to the contract terms and conditions contained herein.

The following shall be returned with your bid. Failure to do so shall be ample cause for rejection of bid as non-responsive. It is the responsibility of the bidder to ensure that he has received all addenda.

1ea.	Bucket Sweeper per Section 3.0.	\$ _____ /ea.
	Year: _____	
	MFG.: _____	
	Model #: _____	
	Warranty _____	
	Delivery _____ days.	
	Plus Guaranteed Maximum Maintenance and Repair Cost, per Section 3.0.	\$ _____
	TOTAL BID PRICE	\$ _____
	Optional 5 Year Preventive Maintenance Service Agreement, per Section 3.0	\$ _____

1. References (on Town form)
2. Addenda, if any.
3. BPOL number: _____
4. FEI number: _____
5. Payment Terms: _____ net 30 _____ 2%-20, 1%-20, other payment discount _____
6. F.O.B. Destination
7. Delivery Within _____ Days ARO
8. Descriptive Literature, per Section 5.12

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

Email Address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

References for: _____

Bidders shall provide references on this form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
4. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
5. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

Town of Purcellville, Virginia
130 E, Main Street
Purcellville, Virginia 20132

**SNOWPUSHER FOR
THE TOWN OF PURCELLVILLE MAINTENANCE FACILITY**

NOTICE TO BIDDERS: The following required supplies shall be provided according to the contract terms and conditions contained herein.

The following shall be returned with your bid. Failure to do so shall be ample cause for rejection of bid as non-responsive. It is the responsibility of the bidder to ensure that he has received all addenda.

1ea.	Snowpusher, per Section 3.0.	\$ _____ /ea.
	Year: _____	
	MFG.: _____	
	Model #: _____	
	Warranty _____	
	Delivery _____ days.	
	Plus Guaranteed Maximum Maintenance and Repair Cost, per Section 3.0.	\$ _____
	TOTAL BID PRICE	\$ _____
	Optional 5 Year Preventive Maintenance Service Agreement, per Section 3.0	\$ _____

1. References (on Town form)
2. Addenda, if any.
3. BPOL number: _____
4. FEI number: _____
5. Payment Terms: _____ net 30 _____ 2%-20, _____ 1%-20, other payment discount _____
6. F.O.B. Destination
7. Delivery Within _____ Days ARO
8. Descriptive Literature, per Section 5.12

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

Email Address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

References for: _____

Bidders shall provide references on this form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
4. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
5. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

Town of Purcellville, Virginia
130 E, Main Street
Purcellville, Virginia 20132

**HYDRAULIC BREAKER FOR
THE TOWN OF PURCELLVILLE MAINTENANCE FACILITY**

NOTICE TO BIDDERS: The following required supplies shall be provided according to the contract terms and conditions contained herein.

The following shall be returned with your bid. Failure to do so shall be ample cause for rejection of bid as non-responsive. It is the responsibility of the bidder to ensure that he has received all addenda.

1ea.	Hydraulic Breaker, per Section 3.0.	\$ _____ /ea.
	Year: _____	
	MFG.: _____	
	Model #: _____	
	Warranty _____	
	Delivery _____ days.	
	Plus Guaranteed Maximum Maintenance and Repair Cost, per Section 3.0.	\$ _____
	TOTAL BID PRICE	\$ _____
	Optional 5 Year Preventive Maintenance Service Agreement, per Section 3.0	\$ _____

1. References (on Town form)
2. Addenda, if any.
3. BPOL number: _____
4. FEI number: _____
5. Payment Terms: _____ net 30 _____ 2%-20, _____ 1%-20, other payment discount _____
6. F.O.B. Destination
7. Delivery Within _____ Days ARO
8. Descriptive Literature, per Section 5.12

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

Email Address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

References for: _____

Bidders shall provide references on this form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
4. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
5. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____