Bid Number.....: 05-00000236
Vendor Number...: 60759

Buyer.....: FHR
Date Printed...: 12/02/04

City of Lynchburg VA
Procurement Division
900 Church Street
Lynchburg, VA 24504
Phone Number....: (434) 455-3970
Fax Number.....: (434) 845-0711

Sealed bids, subject to the conditions and instructions herein, will be received in this office until but, no later than 1/13/2005 at 14:00 and then publicly opened, for furnishing the following supplies, and/or services.

Florence H. Randolph
Administrative Secretary

COMPANY NAME/ADDRESS:

COMPANY NAME/ADDRESS:

Read attached terms and conditions and sign:

Quoted By and Date

Telephone Number

Fax Number

Terms of Payment

In compliance with the above invitation for bid, and subject to all the conditions hereof, the bidder warrants that prices, terms and conditions quoted are firm for 60 days from the date of bid opening.

Item Description	Estimated Quantity	Unit of Measure	Unit Price
*** Please bid per unit only ***			
1 **FOUR WHEEL DRIVE BACKHOE/LOADER** AS PER THE ATTACHED SPECIFICATIONS.	1.0000	Each	$_____

CONTACT PERSON: TO INSPECT LOADER TOM GOUGH - DEPT. OF PUBLIC WORKS AT 434/455-4443

THE CITY RESERVES THE RIGHT TO CONSIDER DIFFERENT BRANDS OR MODELS MEETING THE INTENT OF THESE SPECIFICATIONS WHICH OFFER THE BEST OVERALL VALUE TO THE CITY, AND TO MAKE AN AWARD IN THE BEST INTEREST OF THE CITY.

ANY AND ALL QUESTIONS SHALL BE DIRECTED TO THE CITY'S PROCUREMENT DIVISION, 434/455-3965 TO THE ATTENTION OF FLORENCE RANDOLPH, ADMINISTRATIVE SECRETARY.

THESE SPECIFICATIONS ARE ALSO POSTED ON THE CITY'S WEBSITE http://www.lynchburgva.gov/home/index.asp?page=981 AND ANY ADDENDA ISSUED WILL BE POSTED ON THE WEBSITE AS WELL.

VENDORS ARE ENCOURAGE TO CHECK THE WEBSITE FOR ANY UPDATES.

THE CITY OF LYNCHBURG
FLEET SERVICES

Specifications for Four Wheel Drive Backhoe/Loader

Customer: Utilities

<u>VENDOR INSTRUCTIONS</u>

A. **Vendor shall complete every space in the vendor's column with a "yes" to indicate item being quoted is exactly as specified or a "no" to indicate any deviation of item being bid from the specifications. Any "no" response or deviation shall be explained in spaces provided. Where certain brands "or equal" are specified, be sure to state the brand/model of option quoted. Any additions, deletions, or variations from the following specifications must be noted. Any items appearing in the manufacturer's regularly published specifications and offered as standard equipment by the manufacturer are included in any submitted bid, unless otherwise expressly specified herein. Any additions, deletions, or variations from the manufacturer's regularly published specifications must be outlined in an attached letter, to provide the City with enough information to clearly evaluate that which is being offered. Failure to properly complete this column shall, at the full sole discretion of the City, subject your bid to rejection. Quoted unit shall be manufacturer's latest production model and shall be furnished complete and ready for immediate operation upon delivery. All offered units must include all State and Federal required certifications and inspections upon delivery. Each bidder shall supply detailed engineering and specification data for product quoted**

B. **If awarded the contract, Supplier agrees to extend the accepted contract price for additional units for up to twelve (12) months from execution of contract**

C. **The City reserves the right to utilize value engineering to determine the selection of the vehicle most advantageous for its use and to make an award in accordance with such provisions**

D. **The City reserves the right to reject any or all bids, to waive informalities in any bid and to purchase any whole or part of the items listed in the bid, and to award to other than the lowest bidder if deemed to be in the best interest of the City**

E. **To avoid untried and prototype equipment, the quoted model shall be a current production version that has been in production for a minimum of two (2) years. A list of five (5) organizations that currently use the quoted model for the purpose described in these specifications must be provided with the bid**

F. Each vendor submitting a bid may be required to provide a demonstration model for testing. The demo shall be a proven model with all standard equipment as advertised and shall essentially have the same features as the model proposed in response to the City specifications. All expenses incurred to deliver and return the demonstration model (including insurance) and expenses incurred during the demonstration shall be born by the vendor submitting the bid

Specifications		**Vendor's Column**
1.0	**ENGINE**	
A.	Water cooled diesel	_____
B.	90 net flywheel horsepower (minimum)	_____
C.	Muffler mounted under the hood	_____
D.	Heavy duty air filter with restriction indicator	_____
E.	Alternator/generator: 95 amps (minimum), 12 volt negative ground system	_____
F.	Cold weather starting aid, 110 volt, front grill mounted	_____
G.	Antifreeze protection to minus 34 degrees fahrenheit	_____
H.	Four (4) stroke cycle	_____
I.	Displacement: not less than 276 cubic inches _____	
J.	Dual heavy duty batteries: 685 CCA (minimum)	_____
K.	Sleevable engine cylinders	_____
L.	High engine temperature/low oil pressure alarm	_____
	Comments: _____	
2.0	**REAR AXLE**	
A.	Manual differential lock or torque proportioning	_____
B.	Self adjusting inboard hydraulically actuated wet disc brakes	_____
C.	The service brake system, parking brake system and emergency stopping system are to conform to SAE J1473 – Brake performance – Rubber tired earthmoving vehicles	_____
D.	Inboard planetary drive	_____
E.	Rear axle rating (SAEJ43) 15,530 pounds, minimum	_____
F.	Rear axle to have spacers between the hub and axle to allow for tire chains to be installed. This feature shall also include rear fender extensions.	_____
	Comments: _____	
3.0	**TRANSMISSION**	
A.	Power shift or torque converter with power reverser	_____
B.	Minimum four (4) speeds forward and three (3) reverse	_____
	Comments: _____	
4.0	**HYDRAULIC SYSTEM**	
A.	Hydraulic pump(s): total flow of 42 g.p.m. at 2,200 rpm minimum	_____

B. Hydraulic filter system _____

C. Hydraulic system to have an adjustable flow auxiliary tool circuit capable of delivering 15 g.p.m. at 2,000 psi. Hydraulic takeoff to terminate with 3/8" mechanically-valved quick disconnects (male and female) in a suitable location (to be determined by City representative prior to installation). Disconnects shall be HTMA flush face couplings or approved equal. Auxiliary system shall have a hydraulic oil cooler and be designed to operate miscellaneous open center hand tools. _____

D. All disconnects to be protected to prevent operational damage _____

Comments: _____

_____

5.0 FRONT DRIVE AXLE

A. Mechanical front wheel drive _____

B. Dash-mounted shift lever (2wd - 4wd) _____

C. Power steering _____

D. Front axle rating (SAEJ43) 22,360 pounds, minimum _____

E. A "dead engine emergency steering system" is to be furnished. The system may consist of either accumulators, electrically driven components or ground driven system. The system shall conform to SAE J1511, Steering for off-road rubber tire machines _____

Comments: _____

_____

6.0 TIRES

A. Front pneumatic tires 12.5/80-18, 10 ply rated, R4 load rating _____

B. Rear pneumatic tires 19.5l x 24, 10 ply rated, R4 load rating _____

Comments: _____

_____

7.0 LIGHTING

A. Four (4) halogen driving/work lights (two front and two rear) plus six (6) additional halogen lights (two front/two rear/two side) _____

B. Turn signal _____

C. Instrument _____

D. Cab interior _____

E. Amber strobe light on top of cab _____

F. Flashing hazard lights _____

Comments: _____

_____

8.0 CAB (enclosed)

A. All steel construction _____

B. Shatterproof, tinted glass _____

C. Roll protection and seat belts in accordance with OSHA rules _____

D. Heater: 40,000 BTU (minimum) _____

E. Front window defroster _____

F. Front and rear windshield wipers _____
G. Front windshield washer _____
H. Inside rear view mirror _____
I. Swivel suspension seat with arm rests and vinyl fabric _____
J. Maximum noise suppression material _____
K. Adjustable interior blower fan _____
L. Dual outside West-Coast mirrors _____
M. Air conditioner: 26,000 BTU/hr, CFC free _____
N. AM/FM radio _____
Comments: _____
_____

9.0 BACKHOE ATTACHMENT

A. To be controlled and operated independently of front end loader, to make unit versatile by performing either operation without making a change _____
B. Dipper stick and boom to be ductile iron casting or fabricated steel weld box construction for maximum strength _____
C. Fast-acting hydraulic stabilizers to assure stability when working at any angle or in any terrain _____
D. Stabilizers to have flip-over style street/off-road pads or be supplied with one set each of street and off-road pads _____
E. Unit to have approximately 180 degree hydraulic controlled swing with swing brake or cushioning pad _____
F. Digging depth not less than 19'- 11" _____
G. Loading height not less than 12' _____
H. Loading reach not less than 10' _____
I. Overall reach from rear axle line not less than 27’-4” _____
J. One (1) each 18 inch heavy duty universal trenching bucket with lifting hook. Bucket shall be manufactured by Hensley or an equivalent approved by a City representative _____
K. Hydraulic cylinders to be heavy duty double acting and of sufficient size to achieve specified digging forces _____
L. Backhoe attachment to have mounting brackets, valves, etc. with own independent hydraulic system that does not interfere with operation of front end loader _____
M. Unit to be equipped with front counter-weight (maximum available - vendor to state weight) _____
N. Two-lever backhoe control _____
O. Digging force, bucket cylinder, SAE 15,010 pounds, minimum _____
P. Digging force, dipper cylinder, SAE, 5,980 pounds, minimum _____
Q. Backhoe to be furnished with an extendable dipperstick _____
Comments: _____
_____

10.0 ACCESSORIES

A. Back-up alarm _____
B. Slow moving vehicle emblem _____

C. Vandalism protection devices as are standard _____
D. Rear fenders _____
E. Horn _____
F. Hour meter _____
G. Tachometer _____
H. Fuel gauge _____
I. Gauges or indicator lights for: engine oil pressure, coolant temperature, and charging system _____
J. Lockable tool box _____
Comments: _____
_____

11.0 FRONT END LOADER (to be furnished and mounted on above backhoe)

A. Hydraulic controlled _____
B. Not less than 1.5 cubic yard heaped capacity _____
C. Bucket cutting edge width: 92", minimum _____
D. Replaceable, bolt-on steel cutting edge on bucket (furnish two (2) additional cutting edges and bolts) _____
E. Chain-style lifting hooks on each side and in center of front bucket _____
F. Dumping clearance at full height: not less than 8'- 9 _____
G. Minimum lift capacity: 7,070 pounds at full height _____
H. Bucket position indicator/automatic leveler _____
I. Automatic return to dig feature _____
J. Minimum breakout force: 10,170 pounds _____
K. Loader to be furnished with a 92" heavy duty general purpose bucket with lifting hooks _____
Comments: _____
_____

12.0 GENERAL

A. Basic machine weight of backhoe/loader including 4wd, cab, and extenda-hoe to be not less than 16,543 pounds (excluding counter-weight specified in Section 9 letter M above) _____
B. Unit to be painted manufacturer's standard color _____
Comments: _____
_____

13.0 WARRANTY

A. Unless stated otherwise, minimum warranty shall be 24 months/ unlimited hours from date unit is placed into service. _____
B. Exterior finishes shall be warranted against blistering, peeling, bubbling, lack of adhesion, or any other manufacturing or material defect for a period of ten (10) years. _____
C. All hydraulic systems shall have a three (3) year warranty. _____
D. Engine and powertrain warranties shall be five (5) years. _____
E. Warranty shall cover all defects in material and workmanship under normal use and shall include travel cost, parts, labor and any shipping and/or insurance costs. Warranty work shall be

performed at the Fleet facility in Lynchburg. _____

F. The successful bidder shall provide and deliver a loaner unit of equal size (at no cost to the City) if repairs are required during the warranty period and the unit will suffer down-time exceeding two (2) working days. _____

G. Successful bidder shall provide a 48 hour parts guarantee for the above specified equipment for the full duration of the warranty period. The guarantee shall state that parts for the specified equipment will be shipped within two (2) working days. If parts are not shipped within two (2) working days, the successful bidder will credit the City with the difference in cost from another supplier. Note: The City purchases all necessary equipment parts and supplies through a centralized supplier Barker Jennings of Lynchburg. The successful supplier of this piece of equipment will be expected to work with our stocking parts supplier. _____

H. Successful bidder shall supply at time of equipment delivery a list of required parts for preventive maintenance service _____

I. State name and location of parts shipping center
Name: _____ Location: _____
Comments: _____
_____

14.0 PARTS SUPPLY

It is the objective of the City of Lynchburg to purchase equipment for which parts that affect the safe and/or reliable operation of the equipment are readily available for ten (10) years. _____
Comments: _____
_____

15.0 PARTS RETURN

All "slow moving" inventory parts purchased by the City that are determined unusable shall be returned to the successful bidder for credit within three (3) years of their original purchase. The parts shall be new, unused and in re-sellable condition. Each credit shall be based on the original parts purchase price and shall not require a re-stocking charge. _____
Comments: _____
_____

16.0 MANUALS/TRAINING

A. Two (2) complete technical service/engine/electrical/powertrain/ hydraulics manuals shall be furnished _____

B. Two (2) parts manuals shall be furnished _____

C. One (1) operator manual per unit shall be furnished _____

D. One (1) OEM parts list per unit shall be furnished _____
CD-ROM preferred on all manuals

E. Vendor shall provide a factory-trained service person to instruct City personnel in the operation, maintenance, and repair of the equipment as follows:

1.) One (1) full day at time of delivery, to include actual field operation of the equipment
2.) One (1) additional full day prior to expiration of the warranty period for on-site training and equipment trouble-shooting, at which time vendor shall provide a written statement of condition for all warranted items and schedule in-warranty maintenance as necessary. Date and time shall be mutually agreed upon by the city and the vendor. _____

F. Training video for operator maintenance, operation and safety to be provided. _____

Comments: _____

_____

17.0 DELIVERY

Vehicles shall be delivered to the City of Lynchburg Fleet Services (F.O.B. Lynchburg), 1650 Memorial Avenue. Any transportation surcharge shall be included in the bid; otherwise the City will not be liable for any freight charges. Deliveries will be accepted Monday through Friday, 8:00 AM – 3:00 PM, except on official holidays. Call (434) 455-4425 to arrange delivery. **Certificate of origin and original invoice shall accompany vehicle upon delivery.** The equipment delivered shall be checked for compliance with the specifications. If any deviation from the specifications, damage, or improper dealer preparation exists, the invoice will not be approved for payment until all defects are corrected by the vendor.

_____

Comments: _____

_____

18.0 PAYMENT

A. Payment to be made within thirty (30) days after receipt of invoice. _____

B. Invoices must be directed to: Fleet Services, 1650 Memorial Avenue, Lynchburg, VA 24501-1704. The city cannot be responsible for untimely payment as a result of misdirected invoices. _____

C. The City of Lynchburg prefers the use of a credit card where practical and acceptable to the supplier to pay for equipment purchased under these specifications. The City currently uses MasterCard.

Please state below if you accept MasterCard as a form of payment for new equipment.

_____ Yes _____ No _____

D. No deposit or advance sums shall be paid. _____

Comments: _____

_____

19.0 OPTIONAL TRADE-IN

A. 1997 JCB, Model 214 backhoe/loader (City EMIS # 2366) $_____

Comments: _____

_____

Note: Call Tom Gough of DPW Public Services at (434) 455-4443 to inspect loader

20.0 OTHER OPTIONS

A. State extended warranty packages on items such as engine, powertrain, dipperstick, swing tower, etc.

1. _____
_____
_____ $_____

2. _____
_____
_____ $_____

3. _____
_____
_____ $_____

B. TRAINING (Technician): A calendar of OEM Factory in depth/hands on technical training dates and courses for two (2) maintenance technicians shall be provided with bid. Training to be held at a designated OEM training facility. All training materials, travel /transportation cost and out of town lodging costs shall be borne by successful bidder. OEM Factory Training in Lynchburg is acceptable. Ares of training include:

- Hydraulics
- Engine
- Powertrain
- Electrical
- Troubleshooting

Quoted price shall cover two (2) people $_____

Comments: _____

_____

BID #: 05-236 - FOUR WHEEL DRIVE BACKHOE/LOADER

ALTER/QUESTIONS
No verbal alterations of solicitations permitted. Submit questions regarding this request in writing or by facsimile (434/845-0711) to the Procurement Division, not less than seven (7) days prior to the closing date. Any necessary replies will be issued in the form of addenda to all prospective offerors of record. Deadlines will be modified accordingly if necessary.

APPEALS
SEC. 2.2-4365. ADMINISTRATIVE APPEALS PROCEDURES

(A) A public body may establish an administrative procedure for hearing (i) protest of a decision to award or an award, (ii) appeals from refusals to allow withdrawal of bids, (iii) appeals from disqualifications and determinations of nonresponsibility, and (iv) appeals from decisions on disputes arising during the performance of a contract, or (v) any of these. Such administrative procedure shall provide for a hearing before a disinterested person or panel, the opportunity to present pertinent information and the issuance of a written decision containing findings of fact. The disinterested person or panel shall not be an employee of the governmental entity against whom the claim has been filed. The findings of fact shall be final and conclusive and shall not be set aside unless the same are (a) fraudulent, arbitrary or capricious; (b) so grossly erroneous as to imply bad faith; or (c) in the case of denial of prequalification, the findings were not based upon the criteria for denial of prequalification set forth in subsection B of Sec. 2.2-4317. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely manner.

(B) Any party to the administrative procedure, including the public body, shall be entitled to institute judicial review if such action is brought within thirty days of receipt of the written decision.

BRAND NAME
State Brand Name_____and Model Number _____.

CANCELLATION
The City reserves the right to cancel any resultant contract with thirty- (30) days written notice to the vendor if deemed to be in the best interest of the City.

CERTIFICATION NONDISCRIMINATION
By submitting their bid/proposal, or by acceptance of this purchase order, all bidders and offerors certify to the City of Lynchburg, VA 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 Virginian's with Disabilities Act, the Americans with Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance.

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 or national origin, except where religion, sex, or national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is 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 the requirements of this section.
2. The Contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

CRIMINAL STATUS
Have the individual(s), owners, or principal's officers of the firm submitting the bid ever been convicted of a felony or a misdemeanor involving moral turpitude, that would adversely affect the ability to perform the contract? _____Yes _____No
If yes, list individual or officer and title and supply the criminal information. Answering yes to this question will not necessarily exclude, your company from consideration but will be used to weigh the relationship between the offense and the contract to be performed to determine if it will impact performance.

DELIVERY
State specific number of calendar days required to complete delivery after receipt of order
_____.

DESCRIPTIVE LIT
As part of the evaluation process, descriptive literature is necessary for the product you propose to furnish.

DRUGS & ALCOHOL
SEC. 2.2-4312 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 betaken 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.

Successful contractor shall not use, possess, manufacture, or distribute alcoho1 or illegal drugs during the performance of the contract or while on City premises or distribute same to City employees.

Successful contractor understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right cancel the contract.

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, the employees 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.

FALSE INFORMATION
The City reserves the right to cancel any contract if in the opinion of the City the bidder provided false, inaccurate or misleading information in the bid documents or if the bidder withheld information from the City regarding the bidder's moral and business integrity and reliability as it relates to the good fait h promise of the contract.

FORCE MAJEURE
Neither party shall be deemed to be in default of any provision of contract, or failure in performance, resulting from acts or events beyond the reasonable control of such party. The Contractor shall notify the City in writing as soon as Contractor knows, or should reasonably know, that a force majeure event has occurred that will delay completion of the scope of work. Said notification shall include reasonable proof required by the City to evaluate any Contractor request for relief. The City's decision regarding whether or not the Contractor is entitled to force majeure relief shall be final and binding on both parties. The Contractor is not entitled to damages, compensation, or reimbursement from losses incurred from any force majeure event.

FIRM PRICING
Unless exception is taken by the offeror, prices quoted are to remain firm for the duration of contract.

FREIGHT
All bids must be FOB: Destination, Inside Delivery, Off Loaded.

GOVERNING LAW
This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the Lynchburg Public Procurement Ordinance.

INSURANCE SURCHARGE
Vendor is responsible for cost of insurance; City of Lynchburg will not pay insurance surcharge.

INSURANCE
In order to accomplish the indemnity requirements, the successful bidder shall be required to furnish a Certificate of Insurance as per the attached Insurance Requirements Form. Such insurance policy shall name the City, its employees, officials and agents as insured parties and shall contain provisions that the City shall be given thirty (30) days written notice prior to any cancellation or reduction in the required coverage. The insurance required hereunder shall be primary, and any insurance of self-insurance maintained by the City will be in excess of and shall not contribute with the insurance required of the successful bidder.

INVOICE PROCESSING
Invoice processing is to be in strict accordance with the rules and regulations set forth by the City's Financial Services Division, and The Code of Virginia Section 2.2-4352, requiring payment of invoices within 30 days of receipt of a proper invoice. Payment will not be made until proper invoice is received from the Contractor. No promise or commitments on the part of any employee of the City shall bind the City to any other terms and conditions other than those set forth in procedures issued by the Financial Services Division.

INDEMNIFICATION
The successful bidder shall indemnify and hold harmless and assume the defense of the City, its employees, agents and officials from and against any and all claims, liabilities, judgments, costs, causes of action, damages and expenses arising from work performed by the Contractor or their employees, and shall pay all attorney's fees, Court costs and other costs incurred in defending such claims which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its employees, agents and officials as a results of the Contractor 's Contract with the City of Lynchburg.

NON DISC.
The attached Certification of Non-Discrimination and Anti-Collusion Statement is to be signed and returned as part of the contract.

NON-PERFORMANCE
Non-performance within time specified on bid may result in order cancellation and charge backs to the vendors for cost differences incurred by the City.

PERMITTED CONTRACTS WITH CERTAIN RELIGIOUS ORGANIZATIONS; PURPOSE; LIMITATIONS. SEC. 2.2-4343.1

(A) It is the intent of the General Assembly, in accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, to authorize public bodies to enter into contracts with faith-based organizations for the purposes described in this section on the same basis as any other nongovernmental source without impairing the religious character of such organization, and without diminishing the religious freedom of the beneficiaries of assistance provided under this section.

(B) For the purposes of this section, "faith-based organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

PAST PERFORMANCE
The City reserves the right to consider past City or non-City contract performance of any vendor as part of the evaluation criteria before making an award.

QUANTITIES
Quantities are estimates for bidding purposes only. The City of Lynchburg reserves the right to purchase more or less as needed during the period of the contract.

REFERENCES
The City reserves the right, as part of the evaluation process, to require the apparent low bidder to furnish references to qualify as a responsible vendor.

REJECTION OF BIDS
In accordance with Section 2.24319 of the Virginia Public Procurement Act, the right is reserved to reject any and all bids and to waive any irregularities and informalities.

STATE CORPORATION COMMISSION
If listed as a corporation, offeror/bidder shall submit documentation, with their proposal/bid, that they are currently registered and in good standing with the Virginia State Corporation.

TAXES
Appropriate documentation to certify that all applicable taxes (real estate, business license, personal property, etc.) have been filed, are paid fully up to date, and will remain paid on a timely basis through the life of any such procurement relationship with the City.

TAX EXEMPT STATUS
As a municipality, the City is exempt from the payment of sales tax pursuant to the Laws of the Commonwealth of Virginia. Contractor shall take all necessary steps authorized by law to eliminate the payment of any and all taxes that may otherwise be due and payable to the Commonwealth of Virginia in connection with this Contract, and the products and services to be furnished thereunder.

TRAVEL TIME
Travel time to and from job site and vehicle usage charge must be included in your bid price. The City of Lynchburg will not pay any charges for any item not included in the bids.

WARRANTY
Attach a copy of the warranty that pertains to this request stating length of warranty, quality, fitness and performance, as well as any other conditional terms pertinent to product.

CITY OF LYNCHBURG, VIRGINIA
OFFICE OF RISK MANAGEMENT

INSURANCE REQUIREMENTS

The contractor/vendor shall procure, maintain, and provide proof of insurance coverage for injuries to persons or damages to property which may arise from or in connection with the work performed on behalf of the City by the contractor, his agents, representative, employees, or subcontractor. Such coverage shall be maintained by the contractor/vendor for the duration of the contract period.

Broad Form Commercial General Liability:
(Occurrence Form CG0001, Ed. 11/88): $1,000,000 CSL, BI &PD

Automobile Liability:
Code 1 "ANY AUTO" (Form CA0001 Ed. 6/92): $1,000,000 CSL, BI & PD

Workers' Compensation: Statutory Amount

Please state your ability to comply with these requirements _____ _____.
YES NO

The insurance policies shall include or be endorsed to include the following provisions.

1. The city of Lynchburg, Virginia its officers/officials, employees, agents, and volunteers (the City) shall be added as "insureds" under the terms and conditions of the policies for liabilities which may arise out of the contractor/vendor's operations or activities in these projects.

2. Any deductibles or self-insured retentions applicable to required coverages shall be paid by the contractor/vendor, and the City shall not be required to participate therewith.

3. The contractor/vendor shall agree to provide the City with 30 days written notice of any cancellation of or reduction in the required coverages.

4. The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the City shall be excess of the contractors/vendor's insurance and shall not contribute therewith.

5. Failure of the contractor/vendor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the City.

6. All rights of subrogation against the City shall be waived.

7. The contractor/vendor shall provide the City with certificate of insurance with applicable endorsements effecting coverages, signed by a person authorized by the insurance company to bind coverage on its behalf. Certificates of insurance shall be received by the City within 5 days of notice of intent to award. Please state ability to comply_____

8. All coverages for subcontractors of the contractor/vendors, if any, shall be subject to all of the requirements stated herein.

ALL PROSPECTIVE FIRMS MUST RESPOND TO THE FOLLOWING

If a limited liability company, limited liability partnership or a limited partnership indicate below:

Check one: ☐ Limited liability company

☐ Limited liability partnership

☐ Limited partnership

Have you registered with the State Corporation Commission, to conduct business in Virginia?
☐ Yes ☐ No

Name and address of organizer:_____

_____

_____

_____

List who is authorized to execute contracts: _____

_____

If conducting business under an assumed business name, fill out the following information:

Name of assumed business: _____

Owner's name and address: _____

Registration date: _____ Expires: _____

If conducting business as a sole proprietorship, fill out the following information:

Individual's name liable for all obligations of business:

_____

If you are a sole proprietor using an assumed name, please list below:

_____

Registration date:_____ Expires: _____

CERTIFICATION OF NONDISCRIMINATION AND ANTI-COLLUSION

By submitting their bids, all bidders certify to the City of Lynchburg, VA 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 Virginian's With Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance*:*

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 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 the requirements of this section.

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.

Certified by:_____ **(*corporate seal)***

Date:_____

Note: I hereby certify that this bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business, or any act of fraud punishable under the Virginia Commonwealth Frauds Act.

_____ ***(seal)***

Acknowledged before me this_____ **day of**_____ _____,

_____
Notary Public

My commission expires: _____

Form **W-9**
(Rev. January 2002)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
| | | – | | – | | | |

or

Employer identification number
| | – | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here **Signature of U.S. person ►** **Date ►**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see ***Limited liability company (LLC)*** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: *See the chart on this page for further clarification of name and TIN combinations.*

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5,** Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7,** Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4,** Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at **www.irs.gov**.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: *Writing "Applied For" means that you have already applied for a TIN* ***or*** *that you intend to apply for one soon.*

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see ***Exempt from backup withholding*** above.

Signature requirements. Complete the certification as indicated in **1** through **5** below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item **2** in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item **2** of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] **You must show your individual name,** but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

CITY OF LYNCHBURG, VIRGINIA TERMS & CONDITIONS

NOTE: BIDS NOT IN COMPLIANCE WITH THESE CONDITIONS AND INSTRUCTIONS ARE SUBJECT TO REJECTION.

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the Bidder may attach a letter hereto, which will become a part of the bid. Each bid must be submitted in a separate envelope, and each envelope must be clearly marked with one (1) bid number and one (1) bid opening date. Any bids included in envelope for other opening dates are subject to rejection.

2. Bids and amendments thereto, if received by the City after the date and time specified for bid opening, are NOT considered. It is the responsibility of the Bidder to see that bids are in this office by the specified time and date. There will be no exceptions. Date of postmark is NOT considered. Phone and Fax bids are not accepted for sealed Bids.

3. Prices must be stated in units of quantity as specified on the bid forms that shall include freight and handling to the destination, less Federal, State, and Local taxes. Inside delivery where specified. In case of error in the extension of prices, the unit price shall govern.

4. The quoted delivery must be stated in definite terms. If delivery for different commodities vary, the Bidder shall so state.

5. Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the Bidder's risk and expense.

6. Unless qualified by the provisions **NO SUBSTITUTE**, the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality, and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than that specified, Bidder must furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve the best interest of the City. If the Bidder does not indicate that the commodity quoted is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity specified.

7. Award will be made to the lowest responsible and responsive qualified bidder. The quality of the goods and services to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award.

8. Acceptance of a bid by the City will be in the form of a written purchase order delineating required goods or services, whether original or confirmation.

9. Each bid is received with the understanding that the acceptance, made in writing by the City, of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the Bidder and the City, which shall bind the Bidder on his part to furnish and deliver the articles quoted at the prices stated and in accordance with the conditions of said accepted bid; and the City on its part to order from such contractor, except for causes beyond reasonable control; and to pay for, at the agreed prices, all articles specified and delivered.

10. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

11. In the event of default by the Contractor, the City reserves the right to procure the commodities and/or services from other sources, and hold the Contractor liable for any excess cost occasioned hereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment herefor shall be made at a proper reduction in price.

12. The Contractor guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee or licensee.

13. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections typed adjacent; they must be initialed and dated in ink by person signing quotation.

14. All quotations must be signed indicating the firm name, by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. **UNSIGNED BIDS ARE SUBJECT TO REJECTION.**

15. A bid may be withdrawn **ONLY** if the Bidder notifies the Purchasing Office in writing of his intent to withdraw within two business days after the public bid opening. Such withdrawal shall be permitted only due to a clerical mistake, unintentional arithmetic error, or unintentional omission which caused his bid to read substantially lower than all others received. Requests to withdraw a bid must be confirmed in writing, stating the reason, and will become part of the bid file. Withdrawal of bids does **NOT** confer the right to correct or change a bid.

16. If you do not quote, return this sheet and state reason. Otherwise, your firm is subject to removal from our vendor list.

17. Bidder declares that this bid is not the result of or affected by any act of collusion with another person engaged in the same line of business, or any act of fraud punishable under the Virginia Commonwealth Frauds Act.

18. The City reserves the right to award by item, groups of items or total bid, to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgement, the best interest of the City will be served.