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May 22, 2013

INVITATION FOR BID**BID #64132**

Sealed Bids (**Bid #64132**) for the **Purchase and Delivery of One (1) New Twenty Five Foot (25ft) Maycraft Patrol Boat with Two (2) 150hp Outboard Motors, Transport Trailer, and Accessories for the Stafford County Department Sheriff's Office** will be accepted until **2:00 P.M., Tuesday, June 4, 2013**, at which time they will be opened and read aloud in the Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, Stafford, Virginia.

Please be observant of all Bid instructions and specifications. Should any questions arise concerning this Bid, contact the Purchasing Office at (540) 658-8614.

Stafford County reserves the right to accept or reject, in whole or part, any and all Bids and to waive informalities.

Anita Perrow
Purchasing Manager



GENERAL INSTRUCTIONS

1. Mail or deliver Bids to the Stafford County Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, P.O. Box 339, Stafford, Virginia, 22555-0339.
2. Submit one (1) original, clearly marked, and three (3) copies of the Bid before the opening time stated in the Bid Invitation.
3. All Bids shall be signed in ink by authorized principals of the firm and must be received in sealed envelopes with the statement, "**Bid Enclosed**" and the number typed or **written in the lower left-hand corner.**
4. Stafford County reserves the right to accept or reject, in whole or part, any and all Bids and to waive informalities.
5. Bids will be opened promptly at **2:00 P.M., Tuesday, June 4, 2013, in the Purchasing Office.** No late Bids will be accepted. **It is the Vendor's responsibility to ensure a timely delivery to the proper receiving location.**
6. The Owner reserves the right to accept or reject, in whole or in part, any and all Bids received and to waive informalities.
7. Any questions relative to the bidding procedure shall be directed to the Purchasing Office, by mail or by telephone at (540) 658-8614.
8. Any questions relative to the technical aspects of the Bid shall be directed to First Lieutenant J. D. Pittman, Stafford County Sheriff's Office, P.O. Box 339, Stafford, VA 22555-0339, Telephone (540) 658-4961.

No interpretation of the meaning of the Contract Documents will be made to any Bidder orally. Every request for such interpretation must be in writing. To be given consideration, such requests must be received at least five (5) days prior to the date fixed for receiving Bids. Any and all such interpretations and any supplemental instructions will be returned in writing to the prospective Bidder requesting such interpretations, or will be in the form of written Addenda which, if issued, will be posted on the Stafford County Purchasing Website (<http://staffordcountyva.gov/index.aspx?NID=154>), no later than three (3) days prior to the date fixed for the receiving of Bids. Failure of any Bidder to receive any such Addenda or interpretation shall not relieve said Bidder from obligation under the Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

9. The Bids will be in full force and effect for ninety (90) days after they have been officially opened.

10. All Bids shall be submitted on the forms contained herein. In all items where both labor and material are required, Bids shall be made separately on the same, and the total price for each item shall be the sum of the labor and material unit prices. All Bids not in conformity with this notice may be considered unresponsive and may be rejected.
11. The name of a certain brand, make, manufacturer, or definite specifications is to denote the quality to the specific brand, make, manufacturer or specifications named; it is to set forth and convey to prospective Bidders the general style, type, character and quality of article desired, and wherever in specifications or Contract of article desired, and wherever in specifications or Contract documents a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

With respect to acceptance of products, the Owner shall be the sole judge of compliance with the intent of the specifications.

12. The Vendor shall maintain insurance to protect Stafford County from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this Contract, whether such operation be by the Contractor, or anyone directly or indirectly employed by either Contractor or Subcontractor, such insurance to conform to the amounts as prescribed by law.

The insurance requirements are as follows:

The successful Contractor assumes and agrees to hold harmless, indemnify, protect and defend Stafford County against any and all liability for injuries and damages to Contractor himself and to Contractor's employees, agents, Subcontractors and guests, third parties or otherwise, incident to or resulting from any and all operations performed by Contractor under the terms of this Contract.

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion.

Minimum insurance requirements are as follows:

1. Workers' Compensation.
2. Automotive Liability: Bodily injury and property damage insurance shall have limits of \$2,000,000 combined single limits.

3. Comprehensive General Liability:

Bodily injury liability insurance shall have limits of \$2,000,000 per occurrence.

Property damage liability insurance shall have limits of \$2,000,000 per occurrence.

The County of Stafford, its officers and employees shall be named as an “Additional Insured” on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage “is primary to all other coverage the County may possess.”

13. Contract Execution

The contents of the Bid submitted by the successful Bidder and the Bid specifications shall become a part of any Contract awarded as a result of these specifications. The successful Vendor will be expected to sign a Standard Contract for Supplies with the Owner. Additional terms and provisions will be included in the Contract.

14. References

The Owner reserves the right to check any and all references and shall consider any information received in the evaluation of the Bids.

The Contractor shall attach a list of references to this Bid which shall include the name, address, and telephone number of a contact person for all other companies and/or municipalities that the Contractor is currently or has recently performed similar services for.

Failure to comply may result in the Bid being deemed non-responsive and grounds for disqualification.

15. Provision for Bid Withdrawal

A. The Bidder of this project may, under certain circumstances, withdraw his Bid from consideration in accordance with Section 2.2-4330, Code of Virginia.

B. Pursuant to Code Section 2.2-4330, Code of Virginia (2003), as amended, the Owner has elected to use the procedure for Bid withdrawal numbered one (1), which reads as follows:

The Bidder must give notice in writing of his claim of right to withdraw his Bid within two (2) business days after the conclusion of the Bid opening procedure.

- C. The above referenced Code Section contains provisions which allows prosecution of any Bidder who fraudulently withdraws or attempts to withdraw a Bid under this Code Section.

16. Opening of Bids

- A. Bids will be opened at the time and place designated in the advertisement for Bids. The person whose duty it is to open the Bids will decide when the specified time has arrived and no Bids shall be accepted thereafter.
- B. At the time for opening of Bids, their contents will be made public for the information of Vendors and others properly interested who may be present, either in person or by representatives.
- C. The Owner reserves the right to reject any Bid or all Bids and to waive informalities and to accept such Bids as are best suited to the interests of the Owner. The Owner reserves the right to award all or any part of this Bid to any one Vendor. In making an award, the Owner will take into consideration the facilities and technical experience of the Vendor.

17. Right to Negotiate

The Owner reserves the right to waive informalities, and to reject any and all Bids. If the Bid from the lowest responsible Bidder exceeds available funds, the Owner reserves the right to negotiate with the apparent low Bidder to obtain a Contract price within available funds.

18. Faith-Based Clause

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

19. Interpretations

No oral explanation in regard to the meaning of the specifications will be made and no oral instructions will be given before the award of the Contract. Discrepancies, omissions, or doubts as to the meaning of the specifications should be communicated in writing to the owner for interpretation. Vendors should act promptly and allow sufficient time for a reply to reach them before the submission of Bids. Any interpretation made will be in the form of an Addendum to the specifications, which will be forwarded to all Bidders and its receipt by the Vendor must be acknowledged on the Bid forms.

20. Qualifications of Bidder

- A. The Owner may make any investigations he deems necessary to determine the ability of the Bidder to perform the work. The Vendor shall furnish the owner all information and data requested for this purpose.
- B. The Owner reserves the right to reject any Bid if evidence submitted by, or investigation of, any Bidder fails to satisfy the owner that the Bidder is properly qualified to carry out the obligations of the Contract to complete the work contemplated.

21. Completion of Bid Forms

- A. Bid forms furnished herewith to Vendors shall be filled out as required, signed in ink and submitted with the original Bid form.
- B. Bids by partnership must be signed in the name of the partnership by one of the members of the partnership, followed by the signature and title of the person signing. Bids submitted in the name of corporations must be signed with the legal name of the corporation by the President, Secretary, or other person authorized to bind it in the matter, followed by the signature and title of the person signing. Each Bid must give the full business address of the Vendor and must be signed by designee with designee's usual signature.
- C. Sales tax shall not be included in the Bids, as Owner is exempt from Virginia Sales Tax and Federal Excise Tax.

22. Use of Contract by Other Government Entities

- A. Bidders are advised that all resultant Contracts will be extended, **with the authorization of the Bidder**, to the Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting Contract. If any other jurisdiction decides to use the final Contract, the Contractor must deal directly with that jurisdiction of political subdivision concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County of Stafford acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a Contract to any jurisdiction will have no effect on consideration of your Bid.
- B. It is the responsibility of the awarded Vendor to notify the jurisdictions and political subdivision of the availability of the Contract.

- C. Other public bodies desiring to use this Contract must make their own legal determination as to whether the use of this Contract is consistent with their laws, regulations, and other policies.
- D. Stafford County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.
- E. Each public body has the option of executing a separate Contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the Contract's terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

23. Hold Harmless Clause

The Contractor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the County, 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.

24. Safety

All Contractors and Subcontractors performing services for the County of Stafford 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.

25. Notice of Required Disability Legislation Compliance

Stafford County 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 1990.

Specifically, Stafford County, may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of

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.

26. 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 County. A copy of these provisions may be obtained from the Purchasing Office 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.

27. Employment Discrimination by Contractors Prohibited

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

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.

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.

28. 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.

29. Exemption from Taxes

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

30. Substitutions

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the County Administrator.

31. Assignment of Contract

This Contract may not be assigned in whole or in part without the written consent of the County Administrator.

32. Debarment

By submitting a Bid, the Bidder is certifying that he is not currently debarred by the County. The County's debarment procedure is in accordance with Section 2.2-4321 of the Code of Virginia.

33. Each Bidder or Offeror shall certify, upon signing a Bid or Proposal, that to the best of his knowledge no Stafford County official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.

34. Immigration Reform and Control Act of 1986

By accepting a Contract award, Vendor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

35. Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator (https://cisiweb.scc.virginia.gov/z_container.aspx).

36. W-9 Form

Each Bidder or Offeror will submit a completed W-9 form with their Bid. In the event of a Contract award, this information is required in order to issue Purchase Orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

PURCHASE AND DELIVERY OF ONE (1) NEW MAYCRAFT (OR EQUAL) TWENTY FIVE FOOT BOAT WITH OUTBOARD MOTOR, TRANSPORT TRAILER, AND ACCESSORIES FOR THE STAFFORD COUNTY SHERIFF'S OFFICE

SCOPE OF WORK

BID #64132

I. SCOPE

The Stafford County Sheriff's Office is soliciting Bids for one (1) new Maycraft twenty five foot (25 ft) minimum center line length, center console type, patrol boat, dual outboard motors, with transport trailer, and accessories.

Materials shall be in good commercial quality for the intended service and shall be produced by use of current manufacturing processes. Material shall be treated to resist rust, corrosion, and excessive wear. Vendors responding to this request must be the manufacturer or authorized distributor of all products Bid.

Bidders must submit with their Bid the latest printed specifications and advertising literature on the units they propose to furnish.

The Bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this Bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications" and shall be attached to the Bid.

With respect to acceptance of products, the Owner shall be the sole judge of compliance with the intent of the specifications.

II. PRICING

All prices shall be F.O.B. Destination to the Stafford County Sheriff's Office, 1225 Courthouse Road, Stafford, 22554 and shall include all charges that may be incurred in fulfilling the terms of this Invitation for Bid.

Bid prices shall be in the form of firm unit delivered price for each item during the Contract period as well as any discount.

III. DESCRIPTIVE LITERATURE REQUIRED

Each Bidder is required to furnish, with their Bid, catalog cuts and/or descriptive literature, properly labeled with the Bid number, Bid item number and Bidder's name, with full illustrations and detailed specifications for each item offered as equal to the brand name

specified. Descriptive literature is required to establish details as to design, materials, method of manufacture, construction, assembly or operation, as appropriate for the purpose of Bid, evaluation and award.

IV. DELIVERY/TIME OF PERFORMANCE

The Sheriff's Department requires that delivery be made at a destination within the shortest time frame possible. Bidders must insert a definitive time frame on the Pricing Schedule within delivery will be made after receipt of Purchase Order.

Delivery must be made within ninety (30) days or before after receipt of Purchase Order. Delivery shall be made at the following location:

Stafford County Sheriff's Office
1225 Courthouse Road
Stafford, VA 22554

V. BIDDER REQUIREMENTS

The products offered in response to this IFB must be new and unused current production models of the equipment required. No prototype or demonstrator product will be accepted, and offering of such a product will be cause for bid rejection. Bidders must provide training to the Sheriff's personnel containing clear instructions on operation, safety, and maintenance of the products provided.

All items in this specification must be bid as a complete package. Bids containing only selected elements of the entire specification will not be accepted.

Bidder shall have a full service factory authorized service center within one hundred (100) miles of the Stafford County Sheriff's Office. The service center must have staff that is fully qualified to address all issues concerning the boat, outboard motor, and trailer, and the service center must have the tools and equipment necessary to provide all required service and repairs to the boat, motor, and trailer. Bidder shall provide the name, address, telephone number, and contact person of the service center with bid.

VI. WARRANTY

All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one (1) year after acceptance. Should any defects be noted by the Owner, the Department of Utilities shall notify the Contractor of such defect or nonconformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the Owner does not require replacement or correction, but an equitable adjustment to the Contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to Stafford County and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or

refuses to replace or correct the deficiency, the office issuing the Purchase Order may have the materials corrected or replace with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the Contract price.

**PURCHASE AND DELIVERY OF ONE (1) NEW MAYCRAFT TWENTY FIVE FOOT
BOAT WITH OUTBOARD MOTOR, TRANSPORT TRAILER, AND ACCESSORIES
FOR THE STAFFORD COUNTY SHERIFF'S OFFICE**

PRICE SHEET

BID #64132

SPECIFICATIONS

Specifications Data	Comments/Information
A. Provide one (1) 2012 or 2013 Maycraft Model 2550CCX, minimum 25 ft, maximum 26 ft, with the following basic features:	_____
1. Fiberglass hull	_____
2. Built-in foam floatation	_____
3. Safety glass or acrylic console windshield	_____
4. Minimum center line 25 ft.	_____
5. Minimum outboard horsepower rating, 300HP	_____
6. Minimum internal fuel capacity, 142 gal.	_____
7. Bilge pump, manual and automatic modes	_____
8. Color shall be manufacturer standard white	_____
B. Deck Area Minimum Requirements	_____
1. All grab rails, hinges, and latches stainless steel	_____
2. Stainless steel tie-up cleats and chocks	_____
3. Non-skid deck surfaces	_____
4. Rear dive platform	_____
C. Cockpit/Work Area Minimum Requirements	_____
1. Self-bailing walk-around cockpit	_____
2. Fiberglass T-top	_____
3. Radio box	_____
4. Full standard instrumentation package	_____
D. Electrical Equipment	_____
1. 12 volt battery installed in a protective location, or in a marine battery box	_____
2. Battery shall be a deep cycle marine type	_____
3. Battery installation shall include a battery disconnect switch	_____
E. Engine and Mechanical	_____
(Yamaha brand only – no substitutes)	_____

1. Two (2) each 2012 or 2013 Yamaha F150xa and Lf150xa Counter Rotating _____
2. Reliance Series stainless steel propellers _____
3. Dual batteries with switch _____
4. Outboard engine shaft length must match boat transom requirements 25" _____
5. Mechanical throttle and shift controls for console installation _____
6. Hydraulic steering _____
7. Gauge package, installed at operator console _____
8. Engine pre-rigging and installation must be done by a Yamaha 4-stroke certified installer _____
9. Rigging must include computer test, water test, and all labor required _____
10. Propeller must be best match for the boat and motor combination as determined by operational testing _____
11. Minimum 20 gallons gasoline for water testing _____

F. Provide make and model of boat bid and motor per specifications:

Boat Make and Model _____

G. Provide one (1) boat transport trailers, for 25 ft. and 26 ft. boat, to include the following:

1. Tandem axles, minimum 6,000 lbs. capacity GVW, with (4) wheels and trailer rated radial tires with highway tread _____
2. Axle bearings lubrication system must prevent wheel bearing contamination when immersed in salt water _____
3. Spare wheel with rim and tire matching trailer rims and tires mounted on trailer _____
4. Wheel fenders over wheels both sides of trailer, with step pads _____
5. Fenders shall be non-rusting material, or galvanized or equal protected steel _____
6. Galvanized or equal trailer body protection _____
7. Wheels may be aluminum or steel _____
8. All steel wheels shall be galvanized or equal protected _____
9. Drive-on bunks and rollers, custom fit for boat _____
10. Bunks shall be covered with marine grade carpet _____
11. Wiring harness and 7 prong connector, with salt water and impact damage wiring protection _____

- 12. Submersible LED light fixtures, salt water resistant _____
- 13. Dual safety chains or cables, load rated for 6,000 lbs
GVW trailer at full GVW weight _____
- 14. Bow nesting pad for boar, with front safety tie-down chain
or strap _____
- 15. Manual winch, installed by trailer dealer, rated to handle
moving a minimum 3,100 pound boat to nested bow
position over a bunk style support system _____

H. Provide make and model of boat transport trailer:

Description of warranty:

Authorized boat and Yamaha service center information:

Delivery time ARO for boat, motor, and trailer:

Total Price:
 One (1) 25ft boat, two (2) motors, one (1) trailer, and all equipment
 per specifications, including delivery: \$ _____

Company Name: _____
 Address: _____

 Telephone Number: _____ Fax: _____
 E-mail: _____
 Name and Title of Person Submitting Bid: _____
 Signature: _____
 (Print Name): _____

REFERENCES

The Bidder is required to state, in detail, in the space provided below what work of a character similar to the included in the proposed Contract has been done, to give references and such other detailed information as will enable the County to judge his responsibility, experience, skill, and financial standing. Bids from Contractor's inexperienced in this particular type of work will not be considered.

SMALL AND MINORITY BUSINESS ENTERPRISES

The Stafford County Purchasing Ordinance and relevant Federal and State Laws, Orders and Regulations, require Stafford County to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.

Definitions:

1. **Small Business:**

For the purposes of this document a Small Business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred and fifty (250) employees.; or
- (b) gross annual income does not exceed ten (10) million dollars; or
- (c) is independently owned and operated (not subsidiary of another firm).

2. **Minority Business:**

A business entity which is operated and controlled by a minority.

- (a) The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earning of fifty one percent (51%) or more of such an enterprise.
- (b) A minority person shall mean Black, Hispanic; Asian or Pacific Islanders; American Indian or Alaskan Native; and women, regardless of races or ethnicity.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

Minority Business Firm: Yes _____ No _____

Small Business Firm: Yes _____ No _____

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS (OFFICE): _____

TELEPHONE (OFFICE): _____

STAFFORD COUNTY

STANDARD CONTRACT FOR SUPPLIES

This Contract is entered into this _____ day of _____, 20____, by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for supplies identified herein, on the following terms and conditions. This contract is prepared in accordance with Chapter 20 of the Stafford County Code.

1. Definitions.

(a) As used in this Contract, the term "County" shall mean the Board of Supervisors of Stafford County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter contracts. For purposes of this Contract, the "County" shall mean _____.

(If this line is blank, the Contracting Party is the Board of Supervisors.)

(b) As used in this Contract, the term "Contractor" shall mean _____.

2. Where boxes are provided beside any provision of this Contract, only those provisions which are marked shall apply to this Contract. Such boxes shall be marked by the County as part of the bid process.

3. Provisions of Supplies.

(a) The vendor hereby agrees:

to sell

to lease

the following supplies to the County:

(b) The supplies shall strictly conform to the specifications set forth in the Invitation for Bids for these supplies, or any amendments thereto, and any descriptions or samples provided therewith by the Contractor.

(c) The time, manner and place of delivery of such supplies shall be:

4. **Time of Essence.**

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

5. **County Obligations.**

In return for the supplies identified above, the County shall pay the Contractor the following amounts (and in accordance with such formula for payments as may be set forth herein):

[] (a) In addition to any provision of Paragraph 5 hereof, the Contractor agrees to grant the County a two percent (2%) discount for all prices, provided that the County pays any invoice or other billing within ten (10) working days of receipt thereof.

6. **Termination for Convenience of the County.**

(a) The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Office of Stafford County; and

(v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Purchasing Officer.

(e) The Purchasing Officer, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the amount to be paid to

the Contractor by reason of termination under this clause, the Purchasing Officer shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) with respect to all Contract performance prior to the effective date of Notice of Termination, the total of

(A) cost of work performed or supplies delivered;

(B) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(C) a sum as profit on (A) determined by the Purchasing Officer to be fair and reasonable.

(ii) the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price or work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Purchasing Officer shall determine to be due under this clause, the Contractor may appeal any claim to the Board of Supervisors in accordance with Paragraph 21 of this contract concerning Disputes.

(h) When termination for the convenience of the County is a provision of this Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever for loss or damage

sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default.

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provisions contained herein.

8. Examination of Records.

(a) The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agreed that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy pertinent books, documents, papers and records of such contractor involved in transaction related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have

been finally disposed of.

9. **Termination for Non-Appropriation of Funds.**

(a) If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this contract is entered into, for the purposes of this Contract, then the County may terminate this contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

(b) The County agrees that should it terminate in accordance with this Section, it shall not purchase, lease or rent supplies which are substantially equal to or perform functions similar to those for which this contract was entered into for the remainder of the fiscal year during which termination occurs. This provision shall survive any termination of the Contract.

[] 10. **Insurance.**

The Contractor shall maintain insurance, in an amount and a form set forth herein, to insure against loss or damage of supplies which are herein identified, until such time as the County accepts delivery of the supplies, or such other time as may be herein specified. The insurance required hereby shall be:

11. A contract for the purchase of supplies shall be governed by the Virginia Uniform Commercial Code, Titles 8.1-8.10 of the Code of Virginia (1950, as amended), and such supplies shall be deemed “goods,” as defined therein.

12. **Assignability of Contract.**

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County Administrator.

13. Modifications or Changes to this Contract.

(a) Change Orders. The Purchasing Officer, with the concurrence of the County's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the quality of goods to be supplied or the time of delivery; provided that no Contractor shall be excused from performance under the changed contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the contract subject to the conditions and limitations herein.

(b) If any change under this clause causes an increase or decrease in the Contractor's cost of, or time required for, the performance of any part of the Contract, the parties shall negotiate an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the County, of any kind in connection with such change, including all costs and damages related to or incidental to such change. Failure to agree to any adjustment shall not excuse a Contractor from proceeding with the Contract as changed.

(c) The Contractor need not perform any work described in any change order unless it has received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time prior is extended by the Purchasing Officer in writing, or unless the Purchasing Officer requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

(e) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

14. **Warranties.**

Contractor warrants the (1) the supplies to be provided to County pursuant to this agreement are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the County pursuant to this agreement conform to the standard required by Paragraph 3 (b) of this Contract.

The Contractor further warrants that the Contractor has title to the supplies provided, in that the supplies are free and clear of all liens, encumbrances, and security interests. All warranties made in this agreement, together with service warranties and guarantees, shall run to the County and its successors and assigns.

[] 15. **Additional Warranties.**

16. **Additional Bond Security.**

If any surety upon any bond furnished in connection with this Contract

becomes unacceptable to the County, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the County and a person supplying labor and materials in the prosecution of the work contemplated by this Contract.

17. Inspection.

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by the County, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.

(b) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract, the County shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Purchasing Officer, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the County either (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned the County thereby; or (ii) may terminate this Contractor for default as provided in the clause of this Contract entitle "Termination for Default." Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Purchasing

Officer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances.

Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the County.

(c) The inspection and test by the County of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except in regards to latent defects, fraud, or such gross mistakes as amount to fraud.

18. Contract Administration--Delegation of Authority.

Contract administration of the Contract will be performed by _____(using department). The specific individual assigned to administer this Contract is _____.

The contract administrator is not authorized to approve changes to this Contract unless such authority has been delegated to the contract administrator in writing by the Purchasing Officer and has been approved by the County signatory to this Contract. The County will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

19. Liability for Loss or Damage.

The Contractor shall be liable for any loss of, or damage to, County property caused by the negligence or willful misconduct of the Contractor, his agents, servants and employees and shall indemnify and save the County harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fee, by reason of any suit or action brought for an actual or alleged injury to or death of any person or damage to property other than County property resulting from the performance of the Contract. The Contractor shall submit to the Purchasing Officer within 24 hours following the occurrence of such damage, loss or injury, a full written report.

20. **Nondiscrimination.**

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, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision.

Contractor shall include the provisions of the foregoing subparagraphs (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.

21. **Disputes.**

Disputes with respect to this Contract shall be decided in the first instance by the Purchasing Officer, who shall provide his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless, within thirty (30) days from the date of such decision, the Contractor mails or otherwise furnishes the Purchasing Officer a written appeal addressed to the County Administrator. The decision by the County Administrator shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the County Administrator appeal is made to the Board of Supervisors in accordance with Section 15.1-550, et seq., of the Code of Virginia (1950, as amended). The decision of the Board of Supervisors shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Purchasing Officer, the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

[] 22. **Additional Provisions.**

23. **Integration Clause.**

This Contract shall constitute the whole agreement between the parties. There are not promises, terms, condition, or obligations other than those contained herein,

and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

24. **Legal Status**

All individuals performing work pursuant to this contract must be U.S. Citizens or possess documents that allow them to be employed and work in the United States.

25. **Faith-Based Clause.**

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

County Representative

Title

Contractor or Duly Authorized
Representative

Title