

Prince George County
SCHOOL BOARD
Finance Department
6410 Courts Drive
Prince George, Virginia 23875
804-733-2700 Fax 804-733-2737

Invitation For Bid

Filters, Brake Drums & Brake Shoes

IFB-21-0306-4B

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

____ Check here to invoke protections of Section 2.2-4342 (trade secrets and proprietary information) and submit identifying material to be protected and explanation for protection prior to returning the final bid.

Contact Information:

Questions concerning sealed bids should be in writing,
no later than Friday, March 20, 2020,
addressed to:

Monique Barnes
Director of Finance
mgbarnes@pgs.k12.va.us

Operations Office
6410 Courts Drive
Prince George, Virginia 23875

(804) 733-2700 Fax 804-733-2737

March 6, 2020

Invitation for Bid – IFB-21-0306-4B - Filters, Brake Drums & Brake Shoes

1.0 Purpose

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received at the Prince George County School Board Office, Attention: Monique Barnes, 6410 Courts Drive, Prince George, VA 23875 until, but **not later than 10:00 a.m. local prevailing time on April 2, 2020**. The time of receipt shall be determined by the Prince George County School Operations Office.

If you are an individual with a disability and require a reasonable accommodation, please notify Monique Barnes at (804) 733-2700 three working days prior to date due.

Note: This bid is contingent on the final approval of the 2018-2019 School Board budget by the Prince George County Board of Supervisors.

To be considered, your quotation must be submitted on a copy of this Invitation for Bid in the place provided. Bidders shall sign this form without detaching it from the rest of the bid. **Mark outside of your envelope with Invitation for Bid [IFB-21-0306-4B](#) and opening date of bid.** Please annotate “**Brake Drums & Brake Shoes**” on the envelope.

- *If a bid/proposal is not marked with the above information, the bidder or offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.*

Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail, orally, or by telephone.

Any bid received after above deadline, will not be considered and will be returned unopened.

The right is reserved to reject any or all bids submitted, to increase or decrease quantities at the quoted unit price; and to award in part or the whole of the items listed. The purchaser also reserves the right to be the sole judge and to make awards in accordance with its own judgment as to what will best meet its requirements.

All quoted prices shall be F.O.B. to Prince George, Virginia.

This contract will be for a one year period beginning **July 1, 2020 through June 30, 2021**, with the option to renew for 3 additional years. No more than a three percent increase in price from

the prior year will be accepted. If purchaser deems that service or the product is not adequate, the purchaser reserves the right to cancel the contract after reasonable notification to the supplier.

2.0 STANDARD TERMS AND CONDITIONS

2.1 APPLICABLE LAWS AND COURTS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

2.2 ANTI-DISCRIMINATION:

By submitting their (bids/proposals), (bidders/offerors) certify to the Prince George County School Board that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

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

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2.3 ETHICS IN PUBLIC CONTRACTING:

By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

2.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

2.5 ANTITRUST:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Prince George County School Board all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Prince George County School Board, relating to the particular goods or services purchased or acquired by the Prince George County School Board under said contract.

2.6 CLARIFICATION OF TERMS:

If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

2.7 PAYMENT:

2.7.1 To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- d. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Prince George County School Board shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2.8 PRECEDENCE OF TERMS:

The following General Terms and Conditions APPLICABLE LAWS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, ANTITRUST, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

2.9 QUALIFICATIONS OF (BIDDERS/OFFERORS):

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

2.10 TESTING AND INSPECTION:

The Prince George County School Board reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

2.11 ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the contractor in whole or in part without the written consent of the Prince George County School Board.

2.12 CHANGES TO THE CONTRACT:

The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2.13 DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Prince George County School Board, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Prince George County School Board may have.

2.14 TAXES:

Sales to the Prince George County School Board are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Prince George County School Board's excise tax exemption registration number is [<<TAX ID NO: 54-6001529>>](#).

2.15 INSURANCE:

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Prince George County School Board of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Prince George County School Board must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

2.16 ANNOUNCEMENT OF AWARD:

Upon the award or the announcement of the decision to award a contract the Prince George County School Board will inform in writing, for the contractor(s) who submitted proposals, of the Prince George County School Board's decision.

2.17 DRUG-FREE WORKPLACE:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

2.18 NONDISCRIMINATION OF CONTRACTORS:

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

3.0 SPECIAL TERMS AND CONDITIONS

3.1 ADDITIONAL USERS:

This procurement is being conducted on behalf of the Prince George County School Board.

3.2 AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

3.3 AWARD OF CONTRACT:

The right is reserved to reject any or all bids submitted, to increase or decrease quantities at the quoted unit price; and to award in part or the whole of the items listed. The purchaser also reserves the right to be the sole judge and to make awards in accordance with its own judgment as to what will best meet its requirements. All quoted prices shall be F.O.B. to Prince George County at the location listed in the specifications.

3.4 TERM OF CONTRACT:

This contract will be for a one year period beginning July 1, 2020, through June 30, 2021, with the option to renew for three additional years. No more than a three percent increase in price from the prior year will be accepted.

3.5 BID ACCEPTANCE PERIOD:

Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

3.6 CANCELLATION OF CONTRACT:

The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

4.0 METHOD OF PAYMENT

Payments will be made 30 days after receipt of complete and accurate invoice or receipt of product, whichever occurs later. Invoices must reference the contract number and detail list of products shipped. Invoice must be sent to the appropriate agency.

No payment will be made to subcontractors. The Contractor shall be fully responsible for all invoicing to applicable agencies.

5.0 Terms and Signature Sheet

**Invitation for Bid – IFB-21-0306-4B
Filters, Brake Drums & Brake Shoes**

Our terms are _____.

Please indicate length of time required, in calendar days, for delivery/completion/pickup after notification of award (oral or written), as this may be a factor in making award:

_____.

All prices shall be F.O.B. to Prince George County, Virginia.

In compliance with this Invitation, and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted, as specified.

My signature on this bid certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law, and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Name of Bidder _____

Address _____

Signature _____

Name (type or print) _____

Official Title _____

Date _____

Telephone Number _____

Fax Number _____

6.0 Proposal Form

Filters, Brake Drums, Brake Shoes, & Wheel Seals

Filter Number	Price	Filter Number	Price
24029	_____	51061	_____
24073	_____	51068	_____
33011	_____	51085	_____
33052	_____	51172	_____
33097	_____	51229	_____
33211	_____	51259	_____
33217	_____	51268	_____
33231	_____	51334	_____
33267	_____	51344	_____
33296	_____	51372	_____
33311	_____	51468	_____
33321	_____	51515	_____
33338	_____	51516	_____
33358	_____	51522	_____
33368	_____	51551	_____
33484	_____	51742	_____
33518	_____	51784	_____
33585	_____	51794	_____
33615	_____	57060	_____
33630	_____	57082	_____
33634	_____	57083	_____
33813	_____	57151	_____
33957	_____	57182	_____
33966	_____	57214	_____
42809	_____	57215	_____
42985	_____	57701	_____
46418	_____	FF5632 Fleetguard	_____
46438	_____	FS1287 Fleetguard	_____
46449	_____	WF10113	_____
46744	_____	WL10056	_____
51036	_____		
51042	_____		

**Brake Drum
Number**

3600A
3800X

Price

Brake Shoes

Meritor XK2124702QP
Meritor XK3124707QP

Price



CERTIFICATION OF CONTRACTOR

Full Name of Contractor _____

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies as follows:

- (i) That **I (and all persons** who will provide such services) have not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. I further understand that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor.

Date _____

Signature of Contractor