

BLUE RIDGE RESOURCE AUTHORITY
REQUEST FOR WRITTEN QUOTATIONS

Posting Date: October 16, 2025

- A. The Blue Ridge Resource Authority is soliciting quotes from qualified vendors for a new rotating hydraulic shear. This will be a standard purchase, not a lease or lease to own. The required specifications are listed below.
- B. Host machine:
1. The host machine will be a Link-Belt 80X3 Spin Ace Excavator with a TAG Dromone manual coupler. Machine has flat-faced auxiliary hydraulic connections and a rotation circuit. Quotes must include all accessories required to attach shear to the host machine's coupler and hydraulics.
 2. TAG Dromone coupler dimensions:
ARM END BUCKET PIN ----- 50mm
BUCKET PIN LENGTH - ARM TO BUCKET --- 360mm
BUCKET PIN LENGTH -H-LINK TO BUCKET - 335mm
CENTER TO CENTER OF BUCKET PINS ----- 300mm
ARM END WIDTH WITH BUSHINGS ----- 190 +0 -0.5
- C. Required specifications:
1. Shear must rotate hydraulically 360%.
 2. Minimum jaw opening: 15 inches, wider is preferred.
 3. Minimum jaw depth: 15 inches.
- D. The following information must be included with each quote submission:
1. The name of the vendor quoting the price;
 2. The name of the individual quoting the price;
 3. The manufacturer and model of the machine/attachments;
 4. The unit price;
 5. The payment terms;
 6. The promised delivery date;
 7. The date the quotation was made; and
 8. The shipping costs/terms
- E. Please provide your quote by email to fdudley@blueridgeresourceauthority.org by 3:30 PM on October 22, 2025.
- F. The contract resulting from this Request for Written Quotes will consist of, in order of precedence from highest to lowest, (i) the attached General Terms & Conditions, (ii) this Request for Written Quotes, and (iii) the quote signed by the contractor.

BLUE RIDGE RESOURCE AUTHORITY GENERAL TERMS AND CONDITIONS

I. **Order of Precedence.** By accepting a purchase order from the Blue Ridge Resource Authority (the “Authority”), the contractor identified in the purchase order agrees to these General Terms and Conditions. These General Terms and Conditions, when combined with other contract documents incorporated by attachment or reference into the purchase order, form the contract between the contractor identified in the purchase order and the Authority. Notwithstanding the provisions of any other such contract document to the contrary, these General Terms and Conditions shall control in the event of a conflict between a provision of any other contract document and a provision of these General Terms and Conditions.

II. Statutory Mandates.

A. **Employment Discrimination.** Pursuant to Virginia Code § 2.2-4311, if this contract is for more than \$10,000, then:

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 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 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.

B. **Immigration.** Pursuant to Virginia Code § 2.2-4311.1, the contractor does not, and shall not during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

C. **State Corporation Commission Authorization.** Pursuant to Virginia Code § 2.2-4311.2, a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of

Virginia or as otherwise required by law. Any business entity described above that enters into a contract with the Authority pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. The Authority may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- D. **Child Labor.** Pursuant to Virginia Code § 2.2-4311.4, if this contract exceeds \$10,000, during the performance of this contract the use of forced or indentured child labor is prohibited, and the contractor shall include such prohibition in every subcontract or purchase order that exceeds \$10,000, so that the prohibition will be binding upon each subcontractor or vendor. For the purposes of this section, “forced or indentured child labor” means all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.
- E. **Drug-Free Workplace.** Pursuant to Virginia Code § 2.2-4312, if this contract is over \$10,000, 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 in accordance with this chapter, 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.
- F. **Faith-Based Organizations.** Pursuant to Virginia Code § 2.2-4343.1, the Authority does not discriminate against faith-based organizations. A faith-based organization contracting with the Authority (i) shall not discriminate against any recipient of goods, services, or disbursements made pursuant to this contract on the basis of the recipient’s religion, religious belief, or refusal to participate in a religious practice or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and (ii) 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 Authority. 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.

G. Payment Clauses. Pursuant to Virginia Code § 2.2-4354:

1. The contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by the Authority for work performed by the subcontractor under that contract:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the Authority attributable to the work performed by the subcontractor under that contract; or
 - b. Notify the Authority and subcontractor, in writing, of the contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. Individual contractors shall provide their social security numbers. Proprietorships, partnerships, and corporations shall provide their federal employer identification numbers.
3. The contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the Authority for work performed by the subcontractor under that contract, except for amounts withheld as allowed in section II(G)(1)(b) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the Authority. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
4. The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
5. If this contract is a construction contract, the contractor shall comply with the requirements of Virginia Code § 2.2-4354(1).

H. Contractual Disputes. Pursuant to Virginia Code § 2.2-4363, contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after receipt of final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or at the beginning of the work upon which the claim is based. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Authority's Director or the written designee thereof. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the Authority fails to render a decision within 90 days of submission of the claim. Failure of the Authority to render a

decision within 90 days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the Authority's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.

I. Ethics in Public Contracting. By entering into this contract, the contractor certifies that:

1. Pursuant to Virginia Code § 2.2-4371, the contractor has not conferred upon any public employee having official responsibility for a 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 is exchanged.
2. Pursuant to Virginia Code § 2.2-4372, the contractor has not demanded or received from any of the contractor's suppliers or the contractor's subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the Authority and shall be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

III. Other Mandatory Provisions.

- A. **Anti-collusion.** The contractor certifies by submitting its quotation that its quotation is made without prior understanding, agreement, or accord with any other person or firm submitting a quotation for the same goods or services, or both, and that its quotation is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.
- B. **Assignment.** The contractor may not assign, delegate, sublet, or otherwise transfer the contractor's interest in this contract, any of the contractor's rights or duties under this contract, or any part of such interest, rights, or duties. Further, the contractor shall not assign, sublet, or transfer its interest or any part thereof in this contract by means or as part of any sale, merger, consolidation, assignment, or any other event that would result in new or different ownership, control, operation, or administration of the contractor's business affairs without the prior written consent of the Authority.
- C. **Availability of Funds.** All payments and other performance by the Authority under this contract are subject to appropriations. Consequently, this contract binds the Authority only to the extent that appropriated funds are legally available or may hereafter become legally available for the purpose of this contract. Under no circumstances will the total liability of the Authority exceed the total amount of funds appropriated for payments or other performance pursuant to this contract.

- D. **Binding Effect.** The terms, provisions, covenants, and conditions contained in this contract apply to, inure to the benefit of, and are binding upon the contractor and the Authority and upon their respective heirs, legal representatives, successors, and permitted assignees except as otherwise expressly provided in this contract.
- E. **Compliance with Laws.** The contractor shall comply with the provisions of any statutes, ordinances, rules, regulations, or other laws enacted or otherwise made effective by any local, state, or federal governmental entity which may be applicable to the performance of this contract and shall obtain all necessary licenses and permits thereunder.
- F. **Default and Cover.** In event of default by the contractor, the Authority reserves the right to procure the goods or services, or both, from other sources, and hold the contractor liable for any excess cost occasioned thereby. Such actions taken by the Authority shall not release the contractor from additional remedies that may be allowed by law.
- G. **Entire Agreement; Modification.** This contract, including those documents incorporated herein by reference, contains the entire agreement of the contractor and the Authority with respect to the subject matter hereof. No prior written agreement or contemporaneous or prior oral agreement between the contractor and the Authority relating to the subject matter hereof shall be of any effect. No alteration, amendment, or modification to this contract is binding or valid unless memorialized in a written document signed by the duly authorized representatives of the contractor and the Authority.
- H. **Failure to Perform.** Failure of the contractor to perform the contract by reason of the Authority's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the Authority and may result in debarment of the contractor for a period of up to three years. Termination or debarment, or both, of the contractor shall not constitute a waiver by the Authority of any other rights or remedies available to the Authority by law or agreement.
- I. **Forum and Venue Choice.** Any and all disputes, claims, and causes of action arising out of or in connection with this contract, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the General District Court or Circuit Court of the County of Rockbridge, Virginia. The contractor accepts the personal jurisdiction of this court for purposes of such action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.
- J. **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation, and validity of this contract, or the rights and obligations of the contractor and the Authority in connection with this contract, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.
- J. **Indemnification.** The contractor shall indemnify and hold harmless the Authority and its agents, contractors, employees, officers, and volunteers from and against any and all

liability for damage or injury, including, but not limited to, personal injury, property damage, or intellectual property infringement, arising out of, caused by, or resulting from any material breach by the contractor of this contract or any error, omission, negligent act, or intentional act of the contractor or any agent, employee, officer, or subcontractor thereof. The contractor shall, upon written demand by the Authority, defend at the contractor's sole expense, including, but not limited to, attorneys' fees and other litigation costs, any actual or threatened administrative, arbitration, or judicial action, claim, investigation, proceeding, or suit initiated by a third party in connection with such liability. This section will survive the expiration or earlier termination of this contract. The laws of the Commonwealth of Virginia do not permit the Authority to indemnify the contractor or any other party, and any provision in any other contract document purporting to require the Authority to do so is void.

- K. **Independent Contractor.** All actions of the contractor relating in any way to the Authority shall be as an independent contractor, and not as an agent or employee of the Authority. Neither this contract nor any part thereof is intended or will be construed or interpreted to create or establish any joint venture, partnership, or similar arrangement between the contractor and the Authority or to designate the contractor as the agent or representative of the Authority for any purpose.

L. **Invoicing and Payment.**

1. The contractor shall submit its invoices to the following address:

Blue Ridge Resource Authority
Attn: Director
225 Landfill Rd
Buena Vista, VA 24416-4545

2. Each contractor invoice submitted for payment may include the contractor's purchase price for product, the transportation costs, and the profit margin. The contractor may submit invoices in duplicate, such statement to include detailed breakdown of all charges as discussed above and shall be based on completion of tasks or deliverables. Individual contractors shall provide their social security numbers, and legal entities such as partnerships and corporations shall provide their federal employer identification numbers, on their submitted invoices.
3. Payment terms shall be 'Net 45' days, from the date the contractor's invoice is approved by the Authority. The Authority currently generates account payable payments one time per month, typically around mid-month. Invoices received and approved by Authority personnel must be provided by the last business day of the month to ensure payment the following month. The Authority's payments may take up to 45 days to generate the payment check depending on when the approved invoice is received. The contractor will contact the Authority should any invoice become more than 60 days past due in order to expeditiously reconcile the account. Payment terms, if offered, shall not be considered in determining award of the contract. Discount period, if offered, shall be computed from the date of proper receipt of the contractor's correct invoice, or from

the date of acceptable receipt of the goods or services, or both, whichever is latest. The payment terms stated herein must appear on the contractor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the contractor for correction. Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act.

- M. **No Third-Party Beneficiaries.** Notwithstanding any other provision of this contract, the contractor and the Authority hereby agree that (i) no person will be considered, deemed, or otherwise recognized to be a third-party beneficiary of this contract, (ii) the provisions of this contract are not intended to be for the benefit of any person other than the contractor and the Authority, (iii) no person will obtain any right to make any claim against the contractor or the Authority under the provisions of this contract, and (iv) no provision of this contract will be construed or interpreted to confer third-party beneficiary status on any person. For purposes of this section, the word "person" has the meaning set forth in Virginia Code § 1-230 and includes any person, whether or not such person is named in this contract.
- N. **No Waiver; Rights and Remedies Cumulative.** The failure by the contractor or the Authority to enforce any provision of or right under this contract does not constitute a waiver of such provision or right. The failure of the contractor or the Authority to enforce such provision or right will not prejudice such party from later enforcing or exercising the same or any other provision or right that such party may have under this contract. The rights and remedies provided by this contract are cumulative, and the use of any one right or remedy by the contractor or the Authority does not preclude or waive the right to use any or all other rights or remedies. The rights and remedies provided in this contract are given in addition to any other rights the contractor or the Authority may have by law or otherwise.
- O. **Records and Inspection.** The contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The contractor's records shall be open to inspection and subject to audit and reproduction, during normal working hours, by the Authority and its employees, agents, or authorized representatives after giving at least three calendar days' notice to the contractor. The Authority shall have access to such records from the effective date of this contract, for the duration of the contract, and for five years after the date of final payment by the Authority to the contractor pursuant to this contract. The Authority's employees, agents or authorized representatives shall have access to the contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits.
- P. **Severability.** If any provision of this contract is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions of this contract will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the contractor and the Authority as nearly as possible in accordance with applicable law.

Q. Termination.

1. With Cause.

- a. The Authority may terminate this contract with cause at any time for the contractor's failure to perform its obligations under this contract or to otherwise adhere to the terms and conditions of this contract by delivery of written notice to the contractor of the Authority's intent to so terminate. The Authority shall deliver such notice at least seven calendar days prior to the date of termination.
- b. If the contractor cures the failure to perform or otherwise adhere to the terms and conditions of this contract to the Authority's satisfaction, indicated in writing to the contractor, during this seven calendar day period, then the notice of termination with cause shall be deemed null and void.
- c. Upon such termination, the Authority shall be liable only to the extent of costs which may be reimbursable under this contract that have been submitted by the contractor and approved by the Authority up to the time of termination and only upon delivery to the Authority of all completed or partially completed work performed by the contractor. The Authority shall have full right to use such work in any manner when and where it may designate without claim on the part of the contractor for additional compensation.

2. Without Cause.

- a. The Authority may terminate this contract without cause by delivery of written notice to the contractor of the Authority's intent to so terminate, specifying the date such termination is effective.
- b. Upon such termination, the Authority shall be liable only to the extent of any (i) costs which may be reimbursable under this contract that have been submitted by the contractor and approved by the Authority up to the time of termination and (ii) fees to which the contractor may be entitled under this contract as a result and only upon delivery to the Authority of completed or partially completed work. The Authority shall have full right to use such work in any manner when and where it may designate without claim on the part of the contractor for additional compensation. No termination notice will relieve the contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of termination.

R. Work Product.

1. **Authority Property.** Any data or material with which the Authority furnishes the contractor shall remain the Authority's property. When it no longer needs such data or material for its performance of this contract, the contractor shall return such data or material to the Authority or destroy such data or material using a method approved by the Authority.

2. **Deliverables.** Any material, product, or report, whether in electronic or physical form, that results from the contractor's performance of this contract shall be the sole property of the Authority. The contractor shall not obtain intellectual property rights in any such material, product, or report. The contractor shall turn over all work papers and related documents to the Authority upon request.
3. **Intellectual Property.** The contractor represents and warrants that all goods and services that it will furnish under this contract do not and will not infringe on any valid copyright, patent, service mark or trademark. The contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the contractor or used by the contractor in the performance of its services.

END OF GENERAL TERMS AND CONDITIONS