



CITY OF SUFFOLK

Purchasing Division

P.O. Box 1858, Suffolk, VA 23439-1858; TEL: (757) 514-7520; Fax (757) 514-7524

INVITATION FOR BID

TITLE: **Bulk Refuse Truck**

ACCEPTANCE DATE: Prior to 3:00 p.m. – January 10, 2012 “Local Verizon Time”

IFB NUMBER: 2012-00048

ACCEPTANCE PLACE: Finance Department, Purchasing Division, Room 105
441 Market Street
Suffolk, Virginia 23434

BID OPENING LOCATION: Purchasing Conference Room
441 Market St., Room 105

Requests for information related to this Invitation should be directed to:

Cindy L. Norfleet, CPPB, Senior Buyer
(757) 514-7522
Email address: cnorfleet@suffolkva.us

This document can be downloaded from our web site: www.suffolk.va.us

Issue Date: December 15, 2011

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

If you have obtained this bid document from the City’s website or a source other than the City of Suffolk, contact the Purchasing Division prior to submitting your bid to ensure that a complete up-to-date package has been received. The Purchasing Division is not responsible for providing addenda if the vendor is not listed as a prospective bidder.

INVITATION FOR BID

Bulk Refuse Truck

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BID PRICING FORM AND OTHER FORMS TO BE EXECUTED BY THE BIDDER

Prepared by Cindy Norfleet, CPPB, Senior Buyer

Date: December 15, 2011

1.0 PURPOSE

The intent of this Invitation for Bid is to purchase one (1) tandem axle bulk refuse truck for the Department of Public Works Road Refuse Division. Complete unit shall be delivered F.O.B. destination City of Suffolk Fleet Management Facility, 120 Forest Glen Drive, Suffolk Virginia 23434 in accordance with all specifications, terms, and conditions herein.

2.0 COMPETITION INTENDED

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

3.0 GENERAL SPECIFICATIONS

3.1 General Specifications

Specifications below describe a boom bulk refuse truck designed and built as such. Specifications are minimum; equal or better will be considered. Unit shall be the latest manufactured current production with all standard components and details. Unit shall be new production; used models or demonstrator models will not be accepted.

All parts not specifically mentioned, which are necessary to provide a complete operating unit, shall be included in the bid and shall conform in strength and quality of materials and workmanship to what is normally provided to the trade in general.

It is not the intent of the City for these specifications to be proprietary; equals will be evaluated in accordance with comparable quality, construction, strength, durability, and suitability for the purpose intended. **The City, in its sole opinion, will determine whether the unit offered is equal to that specified herein.**

All items shall be supplied, installed and delivered by a single source. The successful bidder shall supply drawings and detailed component list for all items included in the following specification. All warranties shall be stated in writing with the bid proposal. Each unit shall comply with all State and Federal codes and regulations. The successful bidder shall supply final certification of maximum gross vehicle weight rating. All body material shall include mil certification.

Assemblies, sub-assemblies, and component parts shall be standard and interchangeable through the entire quantity of units as specified in this Invitation for Bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-latest edition.

Bidder will complete every space in the specification bidder's proposal column with a check mark to indicate if the item being bid is exactly as specified. If not, the "NO" column will be checked and a detailed description of the deviation from the specification will be supplied. Compliance sheets (Pages 4 - 16) must be submitted with the BID FORM.

COMPLY
YES NO

4.0 CAB AND CHASSIS SPECIFICATIONS

4.1 Cab

114" BBC flat roof aluminum conventional cab	_____	_____
Slip resistant flooring	_____	_____
Gray/charcoal flat dash	_____	_____
2 1/2" Fender Extensions	_____	_____
Grab handles LH/RH	_____	_____
All doors, ignition keyed same	_____	_____
Door hinge - internal construction	_____	_____
Heater, defroster and air conditioner	_____	_____
Standard HVAC ducting	_____	_____
Main HVAC controls w/recirculation switch	_____	_____
Standard plumbing w/ shutoff valves	_____	_____
Triangular reflectors w/ flares	_____	_____
Integrated speedometer message center LCD display, data linked	_____	_____
Hour meter with display must be included	_____	_____
87DB to 112DB self-adjusting back up alarm	_____	_____

	COMPLY	
	<u>YES</u>	<u>NO</u>
Engine ECM customer access connector MTD FWD, park brake, and neutral interlock	_____	_____
Transmission oil temperature gauge	_____	_____
Electric power windows LH/RH	_____	_____
Electric door locks LH/RH	_____	_____
Self-canceling turn signal switch w/dimmer, washer wiper and hazard in handle	_____	_____
(1) 12V power supply, in dash	_____	_____
Approximately 8"x34" tinted vertical upper side windows LH/RH and approximately 63"x14" tinted rear window	_____	_____
Approximately 2500 square inch windshield for maximum visibility	_____	_____
<i>Radio, AM/FM/CD Player</i>	_____	_____
(2) Radio speakers, cab only	_____	_____
Radio antenna	_____	_____
Driver seat – Bostrom Talladega 910, or approved equal, high back air suspension	_____	_____
Passenger seat – 2 man mid back toolbox	_____	_____
Adjustable tilt and telescoping steering column	_____	_____
2 ½ lb. fire extinguisher	_____	_____
Non-removable bug screen mounted behind grille	_____	_____
Dual approximately 24" round polished aluminum air horns	_____	_____
Single electric horn	_____	_____
Dual bright heated west coast mirrors with LH/RH remote	_____	_____
Door mounted mirrors	_____	_____

		COMPLY	
		<u>YES</u>	<u>NO</u>
	Right hand down view mirror	_____	_____
	LH/RH 8" convex mirrors, bright finish, mounted under primary mirrors	_____	_____
4.2	<u>Engine and Engine Equipment</u>		
	Cummins ISL, or approved equal, 345 HP / 1150 lb/ft torque	_____	_____
	Radiator – approximately 1300 square inch, aluminum construction	_____	_____
	Penray Need Release water filter, or approved equal	_____	_____
	Gates Blue Stripe coolant hoses, or approved equal	_____	_____
	Cummins 18.7 cfm air compressor, or approved equal	_____	_____
	Aluminum muffler/tailpipe shields	_____	_____
	Alternator, Leece Neville 12V 200 AMP 4940 mount, or approved Equal	_____	_____
	Batteries, (3) group 31 12V MF 3375 CCA threaded stud	_____	_____
	Battery box frame mounted	_____	_____
	Battery shut off switch at battery box	_____	_____
	Positive post for jump-start	_____	_____
	Cummins, or approved equal, engine brake	_____	_____
	Stationary extreme outboard, single right hand vertical exhaust	_____	_____
	Vertical curved tailpipe	_____	_____
	Phillips-Tempro 1500 watt/115 volt block heater, or approved equal	_____	_____
	Delco 12V 38MT starter, or approved equal	_____	_____
4.3	<u>Transmission and Transmission Equipment</u>		
	Allison 4500RDS with PTO provision, or approved equal	_____	_____

		COMPLY	
		<u>YES</u>	<u>NO</u>
	Five (5) speed programming	_____	_____
	Vehicle interface wiring and PDM with body builder connector, back of cab	_____	_____
	PTO mounting, LH and RH side of main transmission	_____	_____
	Push button, electronic shift control, dash mounted	_____	_____
	Water to oil transmission cooler	_____	_____
	Castrol Transynd synthetic oil	_____	_____
4.4	<u>Towing Device</u>		
	(2) Front tow hooks, frame mounted	_____	_____
4.5	<u>Fuel Tanks</u>		
	Approximately 80 gallon aluminum fuel tank, LH mounted, approximately 25" diameter	_____	_____
	Alliance fuel/water separator w/heated bowl & indicator light, or approved equal	_____	_____
	Fuel cooler	_____	_____
4.6	<u>Front Axle and Equipment</u>		
	Axle: Meritor MFS-20-133A front axle @ 20,000# capacity, or approved equal	_____	_____
	Brakes – Meritor 16.5x6 Q+ case spider cam, double anchor, fabricated shoes, or approved equal	_____	_____
	TRW THP-60 power steering w/ RCH45 auxiliary gear, or approved equal	_____	_____
	Suspension - 20,000 lb. taperleaf	_____	_____
	Graphite bronze bushings w/seals	_____	_____
	Tires – 315/80R22.5 Michelin XZUS 20 ply rating, or approved equal	_____	_____

		COMPLY	
		<u>YES</u>	<u>NO</u>
	Conmet cast iron front brake drums, or approved equal	_____	_____
	Wheels – Accuride 29300 22.5 x 9.00 10 Hub Pilot 5.25 inset 5 hand steel disc front wheels, or approved equal	_____	_____
	Haldex automatic front slack adjusters, or approved equal	_____	_____
4.7	<u>Rear Axle and Equipment</u>		
	Axles: Meritor RT-46-160 R-series Tandem rear axles @ 46,000 lb. capacity, or approved equal	_____	_____
	6.14 axle ratio		
	17T Meritor main driveline w/half round yokes, or approved equal	_____	_____
	Brakes – Meritor 16.5x7 Q+ cast spider cam, double anchor and fabricated shoes, or approved equal	_____	_____
	Suspension – Tuftrac, or approved equal, 46,000 lbs.	_____	_____
	56” axle spacing	_____	_____
	Rear shock absorbers – one axle	_____	_____
	Tires – Michelin 11R22.5 XDE M/S 14 ply rating, or approved equal	_____	_____
	Wheels – 8.25”x 22.5” 10 hub pilot 2 hand hole steel disc	_____	_____
	Haldex automatic rear slack adjusters, or approved equal	_____	_____
	Castrol Transynd synthetic fluid	_____	_____
4.8	<u>Brake System Equipment</u>		
	Air brake package	_____	_____
	Wabco 4S/4M ABS w/o traction control enhancement, or approved equal	_____	_____
	Borg Warner AD-9 brake line air dryer w/heater, or approved equal	_____	_____
	Steel air brake reservoirs mounted inside rail	_____	_____

COMPLY
YES NO

Air drains shall be mounted on street side of unit at the back of cab

4.9 **Frame**

Approx. 11/32" x 3 1/2" x 10 15/16" steel frame @ 120KSI

1/4" C-channel inner frame reinforcement

Approximately 100" rear frame overhang

Wheelbase – as required by bodybuilder

Front bumper – three (3) piece painted steel

Grade 8 threaded hex-head frame fasteners

Clear frame rails/no protrusions outboard both rails back of cab to rear suspension

4.10 **Paint**

White Elite, top coat acrylic urethane enamel

5.0 LOADER SPECIFICATIONS

5.1 **Boom**

Total boom length to be approximately 25 feet. The main and tip boom to be approximately 22 feet with a 3 foot telescoping section.

Minimum lift capacity to be 3,000 lbs. @ 22 feet, including grapple

Boom pedestal to be constructed of high strength steel with a moment capacity of approximately 175,000 ft-lbs. and will be mounted between rear axle and cab for maximum stability

COMPLY
YES NO

Boom pivot will be mounted to the pedestal by means of a slewing ring/bearing that has a minimum capacity of 513,000 lbs. static load and 186,000 ft-lbs moment. The boom pivot-pedestal assembly will not exceed 95 inches in height from the chassis frame (truck frame to be approximately 40 inches high). Boom pivot will be constructed with a safety device.

Boom shall have a 360 degree continuous rotation. A positive locking pin shall be provided to alleviate rotation while transporting.

Boom rotation will be accomplished by a direct hydraulic swing Drive through a slewing (bearing) ring capable of producing 180,000 inch-lbs. of torque. The motor will be equipped with both counterbalance and pressure relief valves.

Entire boom assembly shall be designed with a tensile strength to provide a safety factor of 3 to 1 at the rated load capacity.

Main boom and tip boom will be constructed of reinforced high strength steel tube.

Main boom will be equipped with mechanical stops to prohibit hydraulic cylinders from bottoming out.

Boom pedestal will be mounted directly to the chassis frame rails. mounting must include inside frame rail supports at the mounting points.

The entire boom must be serviceable down to the component level, e.g., every hydraulic hose, fluid tubes, bracket, pin, etc. Having to replace subassemblies in order to repair a component will not be acceptable.

All boom connections requiring pins shall be equipped with replaceable bushings and heat-treated steel pins with provisions for lubrication.

5.2 Controls

All operating functions will be controlled from standing on a platform located back of cab. A left and a right independent control station of comfortable height for the operator.

COMPLY
YES **NO**

A ladder on the driver's side with slip resistance steps will be provided to mount the control platform. _____

Operator controls will be pilot/electric "joy-stick" type, for main, tip boom, and swing. Grapple rotate, grapple open and close will be electric switches on the joystick. All controls will be clearly identified as to function with decals. _____

Dump body control will be by electric switch located on front of control panel. Left and right outriggers shall be controlled independently with switches located on front of control panel. _____

Swing controls shall be joystick operated with safety circuit to prevent inadvertent activation. Provided by a switch to disable the side of control not being used. _____

Electronic engine speed control is to be provided for idle speed and design speed of engine when operating the loader. Provide overspeed function to disable PTO when engine increases speed above designed speed. Cable or air actuated will not be acceptable. Emergency engine shutoff will be provided within reach of operator. _____

5.3 Trash Grapple/Bucket

Bucket shall rotate 360 degrees continuous. _____

Bucket is to be opened and closed by two (2) 3 ½ inch bore hydraulic cylinders with a closing force of 4,000 lbs. _____

Bucket will be 4 feet long and capable of opening to 60 inches lip to lip. _____

Bucket will be fabricated with a bolt on replaceable H.S.H.C. steel cutting edge. _____

5.4 Hydraulics

Reservoir shall be approximately 50 gallons. It will have a dual level/oil temperature gauge mounted on side of tank. An in-tank suction strainer will included. _____

Filter will be a 10-micron, return line replaceable mounted on outside of reservoir. _____

COMPLY
YES NO

Main boom and tip boom shall contain pilot operated check valves as an integral part of each cylinder. Bolt on pilot operated check valves will not be permissible.

All hoses shall be rated at 4,000 PSI working pressure.

Port tubing throughout the main and tip boom will have steel tubing rated at 4,000 PSI working pressure.

Control valves will have a 24 GPM rated at 3,000 PSI and an adjustable relief valve.

All hydraulic cylinders will be of the "bolt-on head gland" design.

5.5 Power Source

A heavy duty clutch (hot shift) PTO and a heavy duty tandem bi-rotational hydraulic pump which allows for "multiple function control" of the crane functions.

5.6 Throttle Control

Unit to have an electronic operated throttle control to maintain proper engine speed when loader is under load. Switch for the throttle control to be mounted on the operator's platform for operator's convenience.

Throttle speed-up will operate only when the transmission is in the neutral position.

5.7 Outriggers

Outriggers shall be extendable to a distance that will resist the tipping moment under maximum rated load and have pilot operated holding valves.

The outriggers are to be equipped with smooth pads to cause minimum damage to contacted surface.

Outriggers will be "A" frame style. The retracted overall dimension will be approximately 7 feet 11 inches, and the extended dimension (at ground level) will be approximately 9 feet 8 inches.

COMPLY
YES **NO**

Outriggers cylinders for stabilizing loader will be mounted inside the telescoping legs. Outrigger cylinders will have pilot operated check valve to prevent possible leak down.

Outriggers will be designed that allows the hydraulic cylinder to be serviced by swinging the outrigger up to extract the inner storage of the outrigger and the cylinder.

5.8 Paint

Loader shall receive one (1) coat of high grade primer and two (2) coats of high grade enamel black paint.

6.0 DEBRIS BODY SPECIFICATIONS

6.1 Trash Body

Body is to be no less than 40 cubic yard capacity.

The overall length of the body will be approximately 24 feet.

Body will be mounted with approximately 45 inches between the cab and the front of the body.

Body floor will be made of 1/4" sheet steel. Sides are to be formed to create the lower side bumper channel structure of the body.

Body walls to constructed with 10 gauge sheet steel. Wall stiffners will be a minimum of 11 gauge 2"X3" tubes placed 24 inches on center.

Body walls shall have a top rail made from 3"X4"X1/4" rectangle Tubing in such a manner as to encapsulate top end of vertical Wall stiffners.

Wall stiffners will be welded to the top rail and wall sheet.

The first 4 feet of the body walls shall transition from approximately 60" high to 72" high with the remaining body walls to be approximately 72" high.

COMPLY
YES **NO**

Body full length main structural channel sills are to be 12 inch @ 20.7lbs. per foot. Cross sills are to be 4 inches @ 5.4 lbs per foot structural channel.

Cross sills are to be placed 12 inches on center.

Body will have a single rear door with one (1) 1" pin through four (4) hinges. Hinges must be welded to the body and the door and will contain easily accessible grease fittings for lubrication. The door shall be hinged on the curb side and latched on the street side of the unit.

The rear door will be fabricated from 10 gauge steel with a circumferential frame of 2"X4" tubing.

6.2 Body Hoist

The hoist system will be scissor lift rated @ 3,000 PSI working pressure mounted to provide a 45 degree dump angle.

6.3 Lights and Reflectors

All lights and reflectors shall conform to current federal, state and local standards.

The unit will be equipped with one (1) LED oval strobe flush mounted in each rear body post. The unit will also be equipped with two (2) LED oval strobes flush mounted under the body on either side of the frame rails and shielded by the dirt shield of the body.

A side mounted turn signal shall be mounted at the mid body.

All lights shall be LED and flush mounted to minimize chance of damage.

6.4 Paint

The body shall be painted green to match the existing fleet with a safety yellow tailgate.

The body exterior shall receive one (1) coat of high grade primer and two (2) coats of high grade enamel paint.

The interior of the body shall receive one (1) coat of high grade primer.

COMPLY
YES NO

6.5 Safety Rear Bumper

Body shall have a rear Department of Transportation (DOT) bumper. The bumper must meet US DOT Federal Motor Carrier Safety Administration, Part 571.233 for rear impact guards and Part 571.224 for rear impact protection.

6.6 Body Safety Prop

The body safety prop shall be an integral part of the hoist.

7.0 WARRANTY

Entire unit to have a one (1) year parts and labor warranty and a three (3) year structural warranty.

Bidder shall operate a factory authorized service and warranty facility within 100 miles of the City's Fleet Management Facility.

The bidder is responsible for transporting unit for all warranty repairs outside of the 100 miles radius.

Warranty facilities will have serviced said equipment for a minimum of five (5) year as the factory's authorized service center.

Unit must be mounted by the manufacturer.

8.0 TRAINING

A minimum of eight (8) hours on site training shall be provided for technicians and operators upon delivery of unit.

9.0 DOCUMENTATION AND DELIVERY

The completed unit shall be delivered to the City's Fleet Management facility located at 120 Forest Glen Drive, Suffolk, Virginia, completely assembled, serviced, and ready to operate. The bidder shall have a qualified service representative in attendance with the unit during start-up operation to make any adjustments and give instructions (see Section 8.0 TRAINING) to assure proper operation of the equipment.

COMPLY
YES NO

Unit shall be delivered with the following documentation:

- Manufacturers Statement of Origin
- Valid Virginia 30-day tags
- Virginia State Inspection
- Original invoice

One factory service, parts, and operator's manual and CD will be provided.

10.0 INSTRUCTIONS TO BIDDERS

10.1 Submission of Bids

Pricing must be submitted on the Invitation for Bid pricing form only; failure to submit a bid on the official City form provided for that purpose shall be a cause for rejection of the bid. Include other information as requested or required. All bids shall be submitted in a sealed envelope and properly identified with the IFB number, IFB name and time and date of opening. Bids must be received by the Purchasing Division no later than the time specified on the opening date.

Bids may be mailed to City of Suffolk, Purchasing Division, P.O. Box 1858, Suffolk, VA 23439 or hand delivered to 441 Market Street, Room 105, Suffolk, Virginia 23434. Faxed and e-mailed bids shall not be accepted. It is the bidder's responsibility to ensure the bid is received prior to the bid acceptance time. It is the bidder's responsibility to ensure the bid is received prior to the bid acceptance time. The Bid may not be changed by markings on the envelope. Only the amounts indicated on the BID Form will be considered in determining the final Bid amount.

10.2 City Contacts

Questions related to bid submittals should be directed to:

Cindy Norfleet, Senior Buyer
(757) 514-7522
cnorfleet@suffolkva.us

The Senior Buyer is the designated authorized spokesperson for the City of Suffolk with respect to this IFB. All questions should be directed to the Buyer's attention. The respondents to this IFB shall not contact, either directly or indirectly, any other employee or agent of the City regarding this IFB. This prohibition shall also extend to the Suffolk City Council and locally elected officials. Any such unauthorized contact may disqualify the bidder from this procurement.

10.3 Firm Pricing

Bid price must be firm for City acceptance for ninety (90) days from bid opening date.

10.4 Pricing to be F.O.B. Destination – Freight Included

Pricing shall be F.O.B. destination-freight included for all competitive bids. F.O.B. Destination-Freight Included shall include all shipping costs to the City location(s) at the unit cost. No additional shipping charges shall be allowed.

10.5 Unit Price

Bid unit price on quantity specified – extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

10.6 Contract Quantities

The quantities specified in the Invitation for Bid are estimates only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity, which will be ordered, since such volume will depend upon requirements, which develop during the contract period.

Quantities shown shall not be construed to represent any amount which the City shall be obligated to purchase under the contract, or relieve the contractor of his obligation to fill all orders placed by the City.

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT THE CITY OF SUFFOLK SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY.

10.7 Authority to Bind Firm in Contract

Bids must include full legal firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show Title or Authority to bind the firm in a Contract.

10.8 Withdrawal of Bids

Bids may be withdrawn any time prior to the bid opening. Withdrawal of bids may be accomplished by submitting such request in writing on the issuing company's letterhead either in person or by certified mail. No bids may be withdrawn after the established bid opening date or time, unless the purchaser has extended the opening date.

10.9 Rejection of Bid

The City reserves the right to waive any technical errors in bids received and/or to reject any and all bids. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected; any bid failing to comply with all terms and conditions or failing to conform to the specifications may be rejected; any bid having interlineations, erasures, or corrections not appropriately initialed by the bidder may be rejected; and any bid accompanied by an insufficient or irregular bid security may be rejected.

10.10 Late Bids

Late bids will be returned to bidder unopened, if opening date and bidder's return address is shown on the container. Late bids shall not be accepted. It is the responsibility of the bidder to ensure the bid is received prior to the bid acceptance time.

10.11 Rights of City

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

In accordance with the Virginia Public Procurement Act Section 2.2-4320 B, a public body may waive informalities in bids. An "informality" is defined in Section 2.2-4301 as "a minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid, or the Request for Proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured."

The City further reserves the right to request clarification on any bid submittal or any documents requested or included in the bid submittal. Requests for insurance documents, additional specification requirements, drawings, contractor's license, standard forms, etc. which may inadvertently be omitted from the BID FORM may be considered to be an "informality" and may be submitted at a later date, at the option of the City, as long as the omissions do not affect the price, quality, quantity or delivery for the goods or services being procured.

10.12 Use of Contract by Other Public Bodies

Bidders are advised that the resultant contract may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract.

If any other public body decides to use the final contract, the Contractor shall deal directly with the public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The City of Suffolk acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to a public body will have no effect on consideration of your bid.

It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).

Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of this contract is consistent with their laws, regulations and other policies.

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 terms and conditions. If, when preparing such a contract, the general 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.

The City of Suffolk shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

10.13 Inclement Weather/Closure of City Hall

If City Hall is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

10.14 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder at the City's sole discretion. The City reserves the right to award the contract by item or in total for the contract period; the decision to make such award will be at the sole discretion of the City.

10.15 Announcement of Award

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice on the bulletin board located outside of Room 105 of the Purchasing Division and/or on the City's web site, www.suffolk.va.us for a minimum of ten (10) days.

10.16 Bidder Qualification

Only bids from established contractors for work similar in scope to work herein shall be considered; the City reserves the right to request specific reference information prior to award. Bidder shall demonstrate that he has adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein.

The City may, at its option, disqualify a bidder and reject his bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among bidders.
- Receipt of more than one bid on any project from an individual, or from a corporation. This restriction does not apply to subcontractors
- Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.

10.17 Taxes in Arrears

No bid or proposal will be accepted from or Contract awarded to any person, firm or corporation that is in arrears, or is in default to the City upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the City.

11.0 **CONTRACT TERMS AND CONDITIONS**

11.1 License Requirement

All firms doing business in the City of Suffolk are required to be licensed in accordance with the City of Suffolk business license ordinance. Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement.

Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260.

11.2 Hold Harmless Clause

The Contractor shall, during the term of the contract, indemnify and hold harmless the City of Suffolk from and against any and all losses, damages, claims, fines, penalties, suits and costs, including bodily injury or death of any person(s), or loss or damage to property, as well as fines, assessments and penalties imposed by any authority which may arise out of any violations of law by, and all acts and omissions of the Contractor, the Contractor's agents,

employees occurring in connection with the products, completed operations, and other services covered herein.

11.3 Safety

All contractor and subcontractor performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City 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.

11.4 Anti-Discrimination

By submitting their bids, bidders certify to the City 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 shall include the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans 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 No. 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

11.5 Ethics In Public Contracting

By submitting a bid, the bidder certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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. (Code of Virginia 2.2.4367)

11.6 Compliance with Federal Immigration Law

Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

11.7 Debarment Status

By submitting a bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

11.8 Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Suffolk 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 Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Suffolk under said contract.

11.9 Drug-Free Workplace

During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor's employees; (2) post in conspicuous place, 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; (3) state in all solicitation or advertisement for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (4) 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.

11.10 Exemption from Taxes

The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Suffolk.

11.11 Faith Based Organization

City of Suffolk does not discriminate against faith-based organizations.

11.12 Substitutions

NO substitutions or cancellations are permitted after award without written approval by the Purchasing Agent.

11.13 Method of Payment

Contractor shall submit invoices in duplicate for each delivery, such statement to include detailed breakdown of all charges, and shall be based on completion of tasks or deliverables.

Invoices shall be submitted to using departments. Upon acceptance of work, the City will render payment within forty-five (45) days of receipt of invoice.

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

11.14 Payments to Subcontractors

Within seven (7) days after receipt of monies paid by the City for work performed by a subcontractor under this contract, the contractor shall either:

- a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this contract; or

- b. Notify the City and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item b above.

11.15 Assignment of Contract

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

11.16 Termination without Cause

The City may at any time, and for any reason, terminate this Contract by written Notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to Contractor by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or as provided in this Contract.

In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the City, at the time of termination.

If the City terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the City any work completed or in process for which payment has been made.

11.17 Termination with Cause/Default/Cancellation

In the event that Contractor shall for any reason or through any cause be in default of the terms of this Contract, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or as provided in this Contract.

Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the City may immediately cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the City any work in process for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

11.18 Non Appropriation – Availability of Funds

It is understood and agreed between the parties hereto that the City shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Contract, the City shall immediately notify Contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which (an) appropriation(s) (was) were received without penalty or expense to the City of any kind whatsoever.

11.19 Severability

If any part, term, or provision of this agreement, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provision or portion of the contract document.

11.20 Applicable Laws

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, City of Suffolk.

11.21 Compliance with State Law; Foreign and Domestic Business authorized to Transact Business in the Commonwealth (VPPA §2.2 – 4311.2)

A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is to 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 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. A public body may void any contract with a business if the business fails to remain in compliance with the provisions of this section.

BID FORM

TO: Purchasing Division
441 Market Street
Suffolk, VA 23434

BID: Bulk Refuse Truck

DUE: January 10, 2012
TIME: 3:00 p.m., local

_____ (Company) quotes firm price, exclusive of all taxes, to furnish and deliver one bulk refuse truck F.O.B. destination City of Suffolk Fleet Management Facility, 120 Forest Glen Drive, Suffolk, Virginia 23434 in accordance with all specifications, terms, and conditions herein.

*****Bids and completed compliance sheets must be submitted on the City's BID FORM and packaged in an organized manner. Receipt of bids on anything other than the City's BID FORM will be reason for rejection. Bidders must submit one bid only; alternate bids will not be accepted.**

1 EA Bulk Refuse Truck \$ _____

MFG/Model (cab/chassis) _____

MFG/Model (loader and debris body) _____

Best Guaranteed Delivery: _____

Manufacturer's Warranties: _____

Bidder has included the following with the bid submittal (✓ if you comply):

- _____ Specifications Compliance Sheets (Pages 4 - 16)
- _____ Specifications of product offered
- _____ Anticollusion/Nondiscrimination/Drug Free Workplace Clause
- _____ Proof of Authority to Transact Business in Virginia

Payment Terms/Discounts _____(Suffolk's normal payment schedule: items accepted and invoiced by 10th of month will be paid month end. Cash discounts offered for less than 30 Days from receipt of proper invoice will not be considered in award.)

BIDDER:

Company Name _____

Address _____

Person Quoting _____ Title _____

Telephone No. _____ Fax _____

E-mail Address: _____

Social Security Number or FIN Number _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment/materials/ service and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State 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.

I certify by my signature below that I have received the documents associated with this bid and understand that the review for completeness of these bid documents and the understanding and comprehension of the bid specifications is solely my responsibility; based on this, by my signature below I waive all rights to further claims against the City of Suffolk that the document were incomplete or not understandable.

I certify that the bidder represented herein is eligible to bid with respect to all applicable sections of State and Local Government Conflict of Interest Act, Code of Virginia, Section 2.1-639.1 et. seq.

Signature _____ **Date** _____

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF SUFFOLK HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

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 SECTIONS I, II, AND III 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 OR 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.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
 - A. THE BIDDER, 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/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER 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.
 - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS 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.

Name and Address of Bidder:	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: ()	
Fax Phone Number: ()	Title
FIN/SSN#:	

Is your firm a "minority" business? Yes No If yes, please indicate the "minority" classification below:
 African American Hispanic American American Indian Eskimo Asian American Aleut
 Other; Please Explain: _____

Is your firm Woman Owned? Yes No Is your firm a Small Business? Yes No

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2 an Officer/Bidder 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 proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder 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 proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder 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 establish to implement this section is granted by the City Manager, as applicable.

If this quote for goods or services is accepted by the City of Suffolk, Virginia the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION