



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: **Hooklift Trucks**

ACCEPTANCE DATE: Prior to 3:00 p.m. – February 28, 2012 “Eastern Standard Time”

IFB NUMBER: 2012-00062

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: February 13, 2012

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

Hooklift Trucks

SECTION/TITLE

1.0	Purpose.....	3
2.0	Competition Intended.....	3
3.0	General Specifications.....	3
4.0	Cab and Chassis Specifications.....	4
5.0	Hooklift Hoist Specifications.....	9
6.0	Safety Lighting.....	10
7.0	Attachments.....	11
8.0	Warranty.....	13
9.0	Training.....	14
10.0	Documentation and Delivery.....	14
11.0	Instructions to Bidders.....	14
12.0	Contract Terms and Conditions.....	18
	Bid Form.....	27
	Anticollusion/Nondiscrimination/Drug Free Workplace Clauses.....	30
	Authority to Transact Business in Virginia form.....	31

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

Prepared by Cindy Norfleet, CPPB, Senior Buyer

Date: February 13, 2012

1.0 PURPOSE

The intent of this Invitation for Bid is to purchase two (2) hooklift trucks for the Department of Public Works. One (1) truck will be a hooklift truck with stake body and attenuator for the Traffic Engineering Division; the second (2nd) truck shall be a hooklift truck with a dump body for the Roads Maintenance Division. Trucks shall be in accordance with all specifications, terms, and conditions here.

Complete units shall be delivered F.O.B. destination City of Suffolk Fleet Management Facility, 120 Forest Glen Drive, Suffolk Virginia.

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 (5) days prior to the date set for bids to close.

3.0 GENERAL SPECIFICATIONS

Specifications below describe a hooklift 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.

One unit shall have a stake body and attenuator installed. One unit shall be complete with a dump body. Both units shall be delivered complete with requested bodies and attachments, as specified herein.

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 installed and delivered by a single source. Each unit shall comply with all State and Federal codes and regulations.

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 - 14) must be submitted with the BID FORM.

		COMPLY	
		Yes	No
4.0	CAB AND CHASSIS SPECIFICATIONS		
4.1	<u>Weight Ratings</u>		
	Gross vehicle weight rating will be no less than 35,000 lbs.	_____	_____
	Front axle will have a rating of no less than 12,000 lbs.	_____	_____
	Rear axle will have a rating of no less than 23,000 lbs.	_____	_____
4.2	<u>Wheelbase</u>		
	Wheelbase shall meet body company's minimum requirements.	_____	_____
	Cab to axle measurement shall meet body company's minimum requirements.	_____	_____
4.3	<u>Cab</u>		
	Cab shall be a conventional design.	_____	_____
	Cab shall be air ride cab.	_____	_____
	Floor covering will be black rubber (no carpet).	_____	_____
	Driver's seat will be high back vinyl air ride seat.	_____	_____
	Passenger's seat will be two (2) man vinyl non suspension with storage area.	_____	_____
	Cab will have factory installed air conditioner with integral heater and defroster.	_____	_____
	Fresh air filter for HVAC	_____	_____
	Cab interior will be deluxe trim.	_____	_____

COMPLY
Yes No

Gauge cluster to include electronic oil pressure, Water temperature, fuel level, voltage, speedometer, and tachometer _____

Odometer should display miles, trip miles, engine hours, trip hours, fault code readout. _____

Transmission oil temp gauge _____

IP cluster display on board diagnostics display of fault codes in gauge cluster _____

Warning system low fuel, low oil pressure, high engine coolant temperature, and low battery voltage (visual and audible). _____

Mirrors - 102 inside spacing, breakaway type w/black heads, brackets and arms, rectangular with convex on both sides _____

Overhead console with dual storage pockets with retainer nets and CB radio pocket with quick connections for electrical. _____

Sun visor (2) padded vinyl with driver's side toll ticket stamp integral to console. _____

4.4 Electrical

Electrical system to be 12 volt standard equipment. _____

Alternator to be 130 amp pad mounted. _____

Battery system maintenance free minimum 1300 CCA _____

Auxiliary harness with switch for front head lamps for snow plow applications. _____

Back up alarm will be supplied. _____

A minimum of six (6) dash mounted auxiliary switches will be provided. _____

Clearance and marker lights to be amber LED flush mounted on cab _____

		COMPLY	
		Yes	No
4.5	<u>Engine</u>		
	Diesel engine to be minimum of 300 hp and 800 lb/ft of torque	_____	_____
	Electronic cruise control on steering wheel	_____	_____
	Electronic engine governor	_____	_____
	Oil filter to be spin on type	_____	_____
	Fuel / water separator and fuel filter in single assembly with water in fuel sensor engine mounted	_____	_____
	Exhaust system horizontal after treatment device frame mounted right side back of cab, includes horizontal tailpipe.	_____	_____
	Single element air cleaner	_____	_____
	Aluminum radiator to meet cooling requirements	_____	_____
	Single element air cleaner	_____	_____
	Aluminum radiator to meet cooling requirements	_____	_____
	Extended life coolant antifreeze to -40F	_____	_____
	Engine control, remote mounted provision for body builder's installation of PTO controls	_____	_____
	Throttle hand control, engine speed control mounted on steering wheel	_____	_____
4.6	<u>Transmission</u>		
	Allison 3500RDS with PTO provisions, 5-speed, includes oil level sensor, less retarder with 80,000 GVW & GCW max	_____	_____
	Transmission shift control push button type, dash Mounted	_____	_____
	Transmission oil shall be Castrol Tran synd	_____	_____

		COMPLY	
		Yes	No
4.7	<u>Frame</u>		
	Frame rails shall be 120,000 yield strength minimum	_____	_____
	RBM's shall be a minimum of 1,750,000 in-lbs.	_____	_____
4.8	<u>Front Axle</u>		
	Front axle will have a minimum of 12,000 lb. capacity	_____	_____
	Front springs minimum of 12,000 lbs. with shocks.	_____	_____
4.9	<u>Rear Axle</u>		
	Rear axle will have a minimum 23,000 lb. capacity	_____	_____
	Rear spring suspension Vari-Rate 23,000 lb. capacity with 4,500 lb. auxiliary rubber spring	_____	_____
	Ratio 4:63	_____	_____
	Rear shock absorbers	_____	_____
4.10	<u>Fuel Tank</u>		
	Fuel tank top draw style steel, 50 gallon capacity, mounted under cab	_____	_____
	Fuel / water separator to be thermostatic temp Controlled electric heater. Includes standard equipment water in fuel sensor.	_____	_____
4.11	<u>Brakes</u>		
	Dual air system for straight truck applications	_____	_____
	ABS air brake system 4 channel	_____	_____
	Bendix AD 9 dryer	_____	_____
	Front brakes air s cam 16 x 7 includes 20 sq. inch MGM long stroke brake chambers	_____	_____
	Rear brakes air s cam 16 x 8.63 includes	_____	_____

COMPLY
Yes No

MGM TR2430 long stroke brake chambers and heavy duty actuated parking brake

Air compressor, Bendix TF 550 13.2 CFM

Parking brake valve located on dash w/ yellow knob

Air pressure gauge (2) Air 1 and Air 2 gauge located on instrument panel

4.12 Wheels

Front wheels: disc 22.5 steel 5 hand hole, 10-stud hub piloted, flanged nut, metric mount, 8.25 DC rims with steel hubs

Front tires: 11R22.5 G load range 14 ply

Rear wheels: disc 22.5 steel 5 hand hole, 10-stud hub piloted, flanged nut, metric mount 8.25 DC rims with steel hubs

Rear tires: 11R22.5 M & S tread with G load range 14 ply

4.13 Miscellaneous

Wheels painted white

Chassis painted black

Cab painted white

Electric trailer brake/lights accommodation package with cab connections for mounting electronic digital break control

Unit will be equipped with a fifteen (15) ton pintle hook and all electric brake and safety equipment required for towing the City's trailers.

A wiring harness shall be installed and shall connect to the 7 pin plug at the rear of chassis. Wiring on the body shall be in conduit and properly secured.

COMPLY
Yes **No**

Two (2) each side chassis mounted steel tool boxes, approximately 18" x 18" x 36", will be included.

5.0 HOOKLIFT HOIST SPECIFICATIONS

The lift system shall implement a "roll off" type hook, to load, dump, and unload a removable body. The loading apparatus must be hydraulically operated with no cables directly involved in the loading, dumping or unloading.

Minimum capacity of 26,000 pounds

Hooklift length shall be approximately 127 inches from loading pin to center of rear loading roller, and a truck cab to axle of approximately 110 inches.

Minimum dumping angle of 53 degrees (53°)

Hooklift will be double articulating, pivoting at the rear most point to achieve a true dump

Hooklift will have a sliding jib arm to allow unit to slide a body forward to permit the hooklift to load and dump bodies shorter than its length. Body lengths usable will be nine (9) to fourteen (14) feet.

The sliding jib will be form fit into the main arm, with not more than 1/16-inch gap, top to bottom and left to right. Jibs with steel or nylon wear pads will not be permitted.

Hooklift must have a safety valve that does not allow the jib to be retracted while in the dump mode.

Hooklift must have mechanical locks to create a rigid frame work while dumping. The latches must be engaged within the first four (4) inches of the forward travel of the jib. This is to allow shorter bodies to dumped.

All cylinders will be equipped with counter balance valves, and bypass system lock, so that cylinders will hold their position in the event of pressure failure.

Hooklift shall have dual dump cylinders for better stability while dumping.

COMPLY
Yes **No**

Rear body locks will be pass through type to allow flexibility for placement of the body to maximize weight distribution. _____

All pivot points will have brass bushing, harden steel pins, and grease fitting for lubrication. _____

Hydraulic system shall be of high pressure type to minimize system weight and maximize payload. _____

System components to be rated for 5200 psi with system relief set at 5000 psi _____

Pump to axial piston direct mount _____

Hydraulic flow: 11 GPM at 1200 rpm _____

Hydraulic tubing shall be used everywhere practical. Lines will be anchored to prevent vibration and wear. _____

The hydraulic reservoir will have a minimum twelve (12) gallon capacity. _____

Cab controls will be dual low pressure hydraulic to offer full feathering capabilities. _____

6.0 SAFETY LIGHTING

A Whelen LFL Series LED light bar, or approved equal, shall be mounted on the roof of the cab with a dash mounted switch in the cab. _____

No less than two (2) LED strobes shall be mounted on rear of unit at the rear bumper and controlled from a dash mounted switch in the cab. _____

Two (2) work lights shall be mounted on the chassis facing rearward in order to illuminate bodies while the operator is exchanging them. One (1) will be mounted at the rear of the unit and the other mounted on the back of the cab. Lights will be activated from a dash mounted switch in the cab. _____

COMPLY
Yes No

7.0 ATTACHMENTS

7.1 Stake Body

Approximately twelve (12) foot heavy duty flatbed with smooth deck equipped with rubrails, stake pockets and removable 48-inch high four (4) – slat sides.

Body A-Frame is 2" x 6" tubes for A and rails.

Cross Members are 1.5" x 4" standard A36 C-channel set at twelve (12) inch centers.

Bulkhead is framed with 3"x3" tubing with 1/4-inch steel sheet.

Deck is smooth 3/16-inch Grade A 569 sheet steel with edges bent on a break.

A removable 4' x 8' sign holder module will be included and will be made to fit into the stake pockets at the front section of the stake body.

TrafCon, or approved equal, power folding 15-LED lamp arrow with digital control display and cable, 2 - deep cycle (6v) batteries, 55 watt remote solar package shall be mounted on the front of the body.

Rear body-mounted removable man-basket with steps, powdercoated yellow attached with 2-inch receiver tube on each side of the basket. Tail lights and 4-LED oval strobes to be mounted on the rear of the basket with a 6-pin connector for all lighting.

7.2 Attenuator

New Scorpion, or approved equal, 100kph (62 mph) truck mounted detachable attenuator, hydraulic motor cylinders and supports

7.3 Dump Body

Length shall be approximately twelve (12) foot

Width shall be approximately 84 inches

COMPLY
Yes No

Side will be approximately 18 inches and have a 6-inch pine board mounted on top to meet the height of the tailgate.	_____	_____
Tailgate will be approximately 24 inches	_____	_____
Front bulkhead will have an approximately 18-inch cab shield.	_____	_____
Side material will be ten (10) gauge, one (1) piece unit and will have six-inch (6") side board gussets.	_____	_____
Front and rear corner posts to have a boxed top rail	_____	_____
All welds shall be continuous.	_____	_____
Tailgate material will be ten (10) gauge fully boxed upper and lower rails with panel bracing with approximately forty-degree (40°) slope.	_____	_____
Upper tailgate hinges will be offset forward approximately five (5) inches and will have 1 ½- inch pivot pins with zerk lubrication.	_____	_____
Lower latch pins – 1 ¼ inches	_____	_____
Upper and lower dogleg slotted chain keepers with sufficient chain to allow tailgate to lay flat	_____	_____
Tailgate latch will be retractable type with minimum one (1) inch flame cut latch finger	_____	_____
Control lever located at left front corner with safety chain loop over handle	_____	_____
Floor will be 3/16-inch hi-tensile strength alloy steel.	_____	_____
Two-inch (2") radius curve at sides lapping sides approximately five (5) inches	_____	_____
Full width six-inch (6") bolt on rear apron	_____	_____

COMPLY
Yes No

Four- inch (4”) structural channel cross-members on twelve-inch (12”) centers _____

All lights shall be LED. _____

Combination stop/turn tail lights will be recessed and mounted high in rear corner posts. _____

Clearance lights will be recessed for protection and mounted in rubber sockets. _____

Two (2) recessed amber strobes will be mounted as high as possible in the rear of the body with a switch mounted on the dash of truck. _____

Two (2) strobe lights will be mounted on the cab shield using the same switch as rear strobes. _____

Body shall be painted with one (1) coat of red oxide primer and two (2) coats Dupont Imron 766 (safety green) to match the City’s existing fleet. _____

A spring assisted manual cranking tarp system shall be installed with the roller portion mounted on the cab shield and the spring loaded steel arms mounted on the side of the body. Manual hand crank controls will be mounted on left side of body. A multi-mesh designed tarp will be used to cover the entire body opening. _____

8.0 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. _____

COMPLY
Yes **No**

Warranty facilities shall 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.

9.0 TRAINING

A minimum of four (4) hours on site training shall be provided for technicians and operators upon delivery of units.

10.0 DOCUMENTATION AND DELIVERY

The completed units shall be delivered to the 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 units during start-up operation to make any adjustments and give instructions (see Section 9.0 TRAINING) to assure proper operation of the equipment.

Units 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 shall be provided.

Bidder shall provide daily parts delivery to the Fleet Management facility without freight charges for normal wear items.

11.0 INSTRUCTIONS TO BIDDERS

11.1 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. The "official" time of acceptance will be "date stamped" upon receipt of the bid package in the Purchasing Division office. 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.

11.2 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.

11.3 Firm Pricing

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

11.4 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.

11.5 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.

11.6 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.**

11.7 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.

11.8 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.

11.9 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.

11.10 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.

11.11 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.

11.12 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.

11.13 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.

11.14 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.

11.15 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.

11.16 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.

11.17 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.

12.0 CONTRACT TERMS AND CONDITIONS

12.1 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.

12.2 Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage's for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the offeror for three (3) years after delivery; for occurrence policies. Claims made policies must be in force or that coverage purchased for six (6) years after delivery date.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$1,000,000 Fire Damage Limit
\$ 500,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the offeror, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$ 500,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.

d. Umbrella/Excess Liability

\$1,000,000 umbrella/excess liability coverage

e. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The City of Suffolk, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
4. Shall provide thirty (30) days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverages for subcontractors of the offeror shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The offeror shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from City's Risk Officer.
11. All coverage's designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

12.3 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.

12.4 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.

12.5 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).

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.

12.6 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)

12.7 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.

12.8 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.

12.9 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.

12.10 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.

12.11 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.

12.12 Faith Based Organization

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

12.13 Substitutions

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

12.14 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. Unless otherwise provided, interest on the payment shall not exceed the rate of one percent (1%) per month.

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

12.15 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.

Payments to subcontractor(s) shall be made in accordance with §2.2-4354 of Code of Virginia (1950), as amended. Unless otherwise specified in this contract, interest shall accrue at the rate of one percent (1%) per month.

12.16 Assignment of Contract

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

12.17 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.

12.18 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.

12.19 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.

12.20 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.

12.21 Controlling Law; Venue, Pending/During Litigation

This CONTRACT shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this CONTRACT, the parties agree to the exclusive jurisdiction and venue of the appropriate state court for the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

The CONTRACTOR shall not cause a delay in services because of pending litigation or during litigation proceedings, except with the express, written consent of the CITY or by written instruction/order from the Court.

12.22 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: Hooklift Trucks

DUE: February 28, 2012
TIME: 3:00 p.m., local

_____(Company) quotes firm price, exclusive of all taxes, to furnish and deliver one (1) hooklift truck with stake body and attenuator and one (1) hooklift truck with dump body 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 Hooklift Truck with Stake Body and Attenuator \$ _____

MFG/Model (cab/chassis) _____
MFG/Model (stake body) _____
MFG/Model (attenuator) _____

1 EA Hooklift Truck with Dump Body \$ _____

MFG/Model (cab/chassis) _____
MFG/Model (dump body) _____

GRAND TOTAL: \$ _____

Best Guaranteed Delivery: _____

OPTION:

Should the price of the hooklift truck with stake body and attenuator come in over budget, the City may delete the attenuator attachment. The Bidder agrees to delete \$ _____ from the total of the truck should the attenuator be deleted from the purchase.

Evaluation of bids will be based upon the total price of the complete unit (hooklift truck with stake body AND attenuator) as quoted above.

Manufacturer's Warranties: _____

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

- _____ Specifications Compliance Sheets (Pages 4 - 14)
- _____ Specifications of cab and chassis offered
- _____ Specifications of dump body offered
- _____ Specifications of stake body offered
- _____ Specifications of attenuator 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: ()	Title
Fax Phone Number: ()	
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 Offeror/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