



# 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: **Refuse Truck**

ACCEPTANCE DATE: Prior to 3:00 p.m. – February 29, 2012 “Eastern Standard Time”

IFB NUMBER: 2012-00061

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](mailto:cnorfleet@suffolkva.us)

This document can be downloaded from our web site: [www.suffolk.va.us](http://www.suffolk.va.us)

Issue Date: February 14, 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

## 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: February 14, 2012

## 1.0 PURPOSE

The intent of this Invitation for Bid is to purchase one 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 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 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 - 17) must be submitted with the BID FORM.

		<b>COMPLY</b>	
		<b>Yes</b>	<b>No</b>
<b>4.0</b>	<b>CAB AND CHASSIS SPECIFICATIONS</b>		
4.1	<u>Cab</u>		
	Approximately 106" BBC flat roof aluminum conventional	_____	_____
	Slip resistant flooring	_____	_____
	Gray/charcoal flat dash	_____	_____
	Grab handles LH/RH w/ rubber inserts	_____	_____
	All doors, ignition keyed same	_____	_____
	Door hinge - internal construction	_____	_____
	Heater, defroster and air conditioner	_____	_____
	Standard HVAC ducting	_____	_____
	Main HVAC controls with recirculation switch	_____	_____
	Standard plumbing with shutoff valves	_____	_____
	Triangular reflectors without flares	_____	_____
	Integrated speedometer message center LCD display, data linked	_____	_____
	Hour meter with display must be included	_____	_____
	87DB to 112DB self adjusting back up alarm	_____	_____
	Engine ECM customer access connector MTD FWD, park brake and neutral interlock	_____	_____
	Transmission oil temperature gauge	_____	_____
	Dome light with three way switch activated by LH and RH doors	_____	_____

	COMPLY	
	Yes	No
Self canceling turn signal switch w/dimmer, washer wiper and hazard in handle	_____	_____
One (1) 12V power supply, in dash	_____	_____
Approximately 8"x34" tinted vertical upper side windows, LH/RH	_____	_____
Tinted rear window, approximately 63"x14"	_____	_____
Approximately 2500 square inch windshield for maximum visibility	_____	_____
Radio, AM/FM/CD/WB with (2) radio speakers, cab only	_____	_____
Seat: Bench type, vinyl heavy duty	_____	_____
Armrest inboard driver	_____	_____
Tinted windows LH and RH with tinted operating wing windows	_____	_____
Dual level cab entry steps both sides	_____	_____
Adjustable tilt and telescoping steering column	_____	_____
Five-pound (5 lb.) fire extinguisher mounted in cab	_____	_____
Non-removable bug screen mounted behind grille	_____	_____
Single round polished aluminum air horn	_____	_____
Single electric horn	_____	_____
Dual bright heated west coast mirrors with LH/RH remote	_____	_____
Door mounted mirrors	_____	_____
Right hand down view mirror	_____	_____
LH/RH convex mirrors, bright finish, mounted under primary mirrors	_____	_____

		<b>COMPLY</b>	
		<b>Yes</b>	<b>No</b>
4.2	<u>Engine</u>		
	300HP with a minimum of 850 lb/ft torque	_____	_____
	Radiator – approximately 1000 square inches	_____	_____
	Gates Blue Stripe coolant hoses, or approved equal	_____	_____
	Wabco 15.5 cfm air compressor, or approved equal	_____	_____
	Stainless steel muffler/tailpipe shields	_____	_____
	Alternator, Delco Remy12V 145 AMP 24-S1 quadra mount, or approved equal	_____	_____
	Batteries, (2) group 31 12V MF 1850 CCA threaded stud	_____	_____
	Battery box frame mounted	_____	_____
	Battery shut off switch at battery box	_____	_____
	Positive post for jump start	_____	_____
	Single horizontal after treatment device with vertical tailpipe, RH mounted	_____	_____
	Vertical curved tailpipe	_____	_____
	Phillips-Temro 1500 watt/115 volt block heater, or approved equal	_____	_____
	Delco 12V 41MT 400 Series starter, or approved equal	_____	_____
4.3.	<u>Transmission</u>		
	Allison 3500RDS with PTO provision with 6-speed programming	_____	_____
	Vehicle Interface wiring and PDM with body builder connector, back of cab	_____	_____
	PTO mounting, LH and RH side of main transmission	_____	_____

**COMPLY**  
**Yes                  No**

Push button, electronic shift control, dash mounted \_\_\_\_\_

Water to oil transmission cooler in radiator end tank \_\_\_\_\_

Castrol Transynd synthetic oil \_\_\_\_\_

**4.4 Fuel Tanks**

Approximately sixty (60) gallon aluminum fuel tank \_\_\_\_\_

Alliance fuel/water separator w/heated bowl and indicator light \_\_\_\_\_

Fuel shut off valves \_\_\_\_\_

DEF tank shall be industry standard and clearly marked (DEF ONLY). \_\_\_\_\_

Tank shall be large enough to accommodate 400 hours of operation before refill. \_\_\_\_\_

**4.5. Front Axle**

Axle: Meritor MFS-14-143A front axle @ 14,700 Pounds capacity \_\_\_\_\_

Brakes – Meritor 16.5x5 Q+ Spider cam, or approved equal \_\_\_\_\_

TRW THP-85 power steering \_\_\_\_\_

Suspension – 14,600 pound taperleaf \_\_\_\_\_

Tires – 315/80R22.5 Michelin XZY-3 20 ply rating or approved equal \_\_\_\_\_

Conmet cast iron front brake drums \_\_\_\_\_

Wheels – Accuride 22.5" x 9" 10 Hub Pilot disc front wheels, or approved equal \_\_\_\_\_

Haldex automatic front slack adjusters, or approved equal \_\_\_\_\_

		<b>COMPLY</b>	
		<b>Yes</b>	<b>No</b>
4.6	<u>Rear Axle</u>		
	Axles: Meritor RS-30-185 U-series single rear axle @ 30,000 pound capacity 6.83 axle ratio, or approved equal	_____	_____
	17N Meritor main driveline w/half round yokes, or approved equal	_____	_____
	Driver controlled traction differential	_____	_____
	Brakes – Meritor 16.5x7 P cam, double anchor, or approved equal	_____	_____
	Suspension – Multi-leaf 30,000 pound with spring helper and radius rod	_____	_____
	Tires – Michelin 315/80R22.5 XDY3 20 ply rating, or approved equal	_____	_____
	Wheels – 22.5” X 9” 10 hub pilot 2 hand hole steel disc	_____	_____
	Webb cast iron rear iron hubs, or approved equal	_____	_____
	Haldex automatic rear slack adjusters, or approved equal	_____	_____
	Castrol Transynd synthetic fluid	_____	_____
4.7.	<u>Brake System</u>		
	Air brake package	_____	_____
	Wabco 4S/4M ABS w/o traction control enhancement, or approved equal	_____	_____
	Borg Warner AD-9 brake line air dryer with heater, or approved equal	_____	_____
	Steel air brake reservoirs mounted inside rail	_____	_____
	Auto Drain system	_____	_____



**COMPLY**  
**Yes                      No**

4.8 Frame

11/32" x 3 1/2" x 10 5/16" steel frame @ 120,000 psi	_____	_____
Approximately 100-inch rear frame overhang	_____	_____
Wheelbase – approximately 265 inches	_____	_____
Cab to axle – approximately 208 inches	_____	_____
Front bumper – three-piece painted steel	_____	_____
Grade 8 threaded hex-head frame fasteners	_____	_____
Clear frame rails/no protrusions outboard both rails back of cab to rear suspension	_____	_____

**5.0 BODY SPECIFICATIONS**

5.1 Trash Body

Thirty (30) cubic yard capacity	_____	_____
Twenty (20) feet body length	_____	_____
Body floor will be made of seven (7) gauge steel, one (1) solid piece.	_____	_____
Body walls to be constructed with ten (10) gauge sheet steel. Wall stiffeners to be 3 inches x 4 inches minimum, with eleven (11) gauge formed channels placed on approximately 24-inch centers	_____	_____
Body walls will have a top rail formed from eleven (11) gauge minimum steel in such manner as to encapsulate top end of vertical wall stiffeners and edge of wall sheet.	_____	_____
Wall stiffeners will be welded to top rail, and wall skins and floor bumper rail. Body will have continuous welds.	_____	_____
Front body wall will be approximately 42 inches high. Side walls transition from approximately 42 inches at the front to 72 inches high 8 feet from the front.	_____	_____

	<b>COMPLY</b>	
	<b>Yes</b>	<b>No</b>
Body full length main structural channel sills to be eight (8) inches @ 11.5 lbs./ft. Cross sills to be four (4) inches @ 5.4 lbs./ft structural channel	_____	_____
Cross sills to be placed on 12-inch centers	_____	_____
Body will have a one-piece door, five (5) feet tall with three (3) heavy duty hinges with one-inch diameter pin and allow for lubrication.	_____	_____
The rear door shall serve as the grapple rest and have a slot 25" wide x 12" tall. The door shall have a seven (7) gauge skin with 4"x2"x1/4" rectangular tubing reinforcement to support weight of grapple.	_____	_____
Door latch will be cam operated from the driver's side and provide a safety lock. A provision shall be made to allow the door to be opened and rotate against passenger side body wall with latch to hold open while dumping body.	_____	_____
Body shall have a rear safety bumper.	_____	_____
Two (2) body safety props shall be installed, one on each side of the body frame rails.	_____	_____
The hoist system will be two (2) five-inch (5") bore, two (2) stage telescopic hydraulic cylinders rated @ 2,500 PSI working pressure mounted to provide a 45-degree (45°) dump angle. Left and right hoist cylinders will be mounted outboard of the chassis frame.	_____	_____
Body exterior shall receive one (1) coat of high-grade primer and two (2) coats of high-grade Dupont Imron 7666 paint, or approved equal	_____	_____
Body interior shall receive one (1) coat of high-grade primer.	_____	_____
<b>5.2 <u>Lights and Reflectors</u></b>		
Shall conform to current state and federal standards	_____	_____

**COMPLY**  
**Yes**                      **No**

L.E.D. lights shall be provided, one (1) marker and strobe light on left and right top of rear body posts. and a 2 ½" marker and 2"x6" strobe.

\_\_\_\_\_

Directional lighting with left, right, and center positions to be strategically placed between rear underide rail.

\_\_\_\_\_

Also, provide one (1) light on left and right rear under body for back up and brake/turn in metal box.

\_\_\_\_\_

There shall be three (3) marker lights mounted on rear of body, centered.

\_\_\_\_\_

All lighting to comply with DOT standards.

\_\_\_\_\_

Reflective safety tape shall be on both sides and on rear of body.

\_\_\_\_\_

5.3 Loader

Total twenty-two (22) feet main and tip boom length

\_\_\_\_\_

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

\_\_\_\_\_

Boom pedestal to be constructed of high strength steel with a moment capacity yielding a 3:1 safety factor of design capacity mounted between rear axle and cab for maximum stability.

\_\_\_\_\_

Boom pivot will be mounted to the pedestal by means of a slewing ring/bearing that has a minimum capacity of 513,000 pounds static load and 186,000 ft.-lbs. moment.

\_\_\_\_\_

The boom pivot-pedestal assembly will not exceed 95 inches in height from truck frame (truck frame approximately 40 inches high).

\_\_\_\_\_

**COMPLY**  
**Yes                      No**

Boom pivot will be constructed with a safety device consisting of a tube that extends down into the pedestal of such size and length to prohibit the pivot/boom from falling off in the event of bolts failing which attaches the pivot to the pedestal. \_\_\_\_\_

A provision shall be provided for a "Boom-up" sensor and alarm when the grapple is positioned on the door for transport. \_\_\_\_\_

Boom shall have 360 degrees 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 342,000 inch-pounds minimum of torque. The motor shall 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 10"x6" tubing and tip boom will be 8"x6" tubing. \_\_\_\_\_

Main boom and tip boom shall be equipped with mechanical stops to prohibit hydraulic cylinders from bottoming out. \_\_\_\_\_

Boom pedestal to be mounted directly to the chassis frame rails with eight (8) 65,000 PSI tensile strength tie down bolts with Grade 8 nuts. Mounting must include inside frame rails 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. \_\_\_\_\_

**COMPLY**  
**Yes                      No**

Manufacturer must provide parts manual that identifies all replaceable parts.

\_\_\_\_\_

All boom connections requiring pins shall be equipped with replaceable bushings and heat treated steel pins with provisions for lubrication. Pins shall be minimum 150,000 PSI tensile strength.

\_\_\_\_\_

**5.4      Controls**

All operating functions shall 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.

\_\_\_\_\_

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 shall be electric switches on joystick.

\_\_\_\_\_

All controls shall be clearly identified as to function with decals.

\_\_\_\_\_

Dump body control shall 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 will be joystick operated with safety circuit to prevent inadvertent activation. A switch will be provided 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.

\_\_\_\_\_

**COMPLY**  
**Yes                      No**

Emergency engine shutdown switch or button will be provided within easy access of operating platform. Switch or button shall be clearly marked (ENGINE SHUTDOWN).

\_\_\_\_\_

**5.5      Trash Grapple / Bucket**

Grapple shall rotate 360 degrees (360°).

\_\_\_\_\_

Grapple is to be opened and closed by two (2) 3½ inch bore hydraulic cylinders with bolt on head gland producing a closing force\”bite” of 4,000 pounds. Grapple cylinders will be protected by shield permanently by grapple design.

\_\_\_\_\_

Grapple is to be approximately four (4) feet long and capable of opening to 60 inches from lip to lip.

\_\_\_\_\_

There will be provided an adjustable break for dampening swing of grapple.

\_\_\_\_\_

Grapple will be fabricated with a bolt-on replaceable steel cutting edge.

\_\_\_\_\_

**5.6      Hydraulics**

Reservoir shall be a minimum of fifty (50) gallons. It shall have a dual level/oil temperature gauge on side of tank. An in-tank suction strainer is to be installed.

\_\_\_\_\_

Filter will be a 5-micron absolute, return line replaceable mounted on outside of reservoir with cut-off valves in suction and return lines.

\_\_\_\_\_

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

\_\_\_\_\_

Hoses will be rated at 4,000 PSI working pressure.

\_\_\_\_\_

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

\_\_\_\_\_

**COMPLY**  
**Yes                      No**

Main control valve shall be proportional, directional 30 GPM control valve for piloted/electric joysticks with 3,000 PSI and an adjustable relief valve. Four (4) joysticks – two (2) on each side of the control panel will be used for controlling proportional control valves.

\_\_\_\_\_

Outrigger valve will be controlled with waterproof electrical switch. The hydraulic system pump, valves, etc. are to provide a true load sense, proportional valve control.

\_\_\_\_\_

All hydraulic cylinders to be of the “bolt-on head gland” design.

\_\_\_\_\_

Successful bidder must provide a computer printout at time of delivery showing particle testing of the hydraulic oil prior to the unit being shipped in order to document the cleanliness of the hydraulic system.

\_\_\_\_\_

**5.7      Power Source**

Front mounted-driven directly off engine crankshaft, providing simultaneous function.

\_\_\_\_\_

Pump shall be load sensing/pressure compensating axial piston open circuit with a maximum speed rating of 2400 continuous RPM 2880 max. Minimum pressure rating 3700 PSI max.

\_\_\_\_\_

**5.8.      Throttle Control**

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

\_\_\_\_\_

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

\_\_\_\_\_

**COMPLY**  
**Yes                      No**

**5.9      Outriggers**

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

Outrigger cylinders for stabilizing loader will be mounted inside telescoping legs. Outrigger cylinders shall have pilot operated check to prevent possible lead down.

\_\_\_\_\_

Outriggers will be mounted by bolt-on connection to facilitate outrigger service.

\_\_\_\_\_

Loader shall receive (1) coat of high- grade primer and two (2) coats of high-grade enamel paint (manufacturer's standard colors).

\_\_\_\_\_

**6.0      PAINT**

White Elite, top coat acrylic urethane enamel

\_\_\_\_\_

**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.

\_\_\_\_\_



**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.

\_\_\_\_\_

**8.0 TRAINING**

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

\_\_\_\_\_

**9.0 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 8.0 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.

\_\_\_\_\_

**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. 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.

## 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](http://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 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.

### 11.3 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.

### 11.4 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.

### 11.5 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.

#### 11.6 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)

#### 11.7 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.

#### 11.8 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.

## 11.9 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.

## 11.10 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.

## 11.11 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.

## 11.12 Faith Based Organization

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

## 11.13 Substitutions

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

## 11.14 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.

#### 11.15 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.

#### 11.16 Assignment of Contract

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

#### 11.17 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.

#### 11.18 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.

#### 11.19 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.

#### 11.20 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.

#### 11.21 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.

11.22 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:** Refuse Truck

**DUE:** February 29, 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) \_\_\_\_\_  
MFG/Model (body) \_\_\_\_\_

Best Guaranteed Delivery: \_\_\_\_\_

Manufacturer's Warranties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- \_\_\_\_\_ Specifications Compliance Sheets (Pages 4 - 17)
- \_\_\_\_\_ Specifications of cab and chassis offered
- \_\_\_\_\_ Specifications of loader/body 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.

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

Is your firm a "minority" business?  Yes  No  
 African American     Hispanic American

If yes, please indicate the "minority" classification below:  
 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**