



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: **Dump Trucks**

ACCEPTANCE DATE: Prior to 3:00 p.m. – January 23, 2013 “Eastern Standard Time”

IFB NUMBER: 2013-00061-CN

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:

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This document can be downloaded from our web site: www.suffolkva.us/bids/index.jsp

Issue Date: January 7, 2013

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

Dump Trucks

SECTION/TITLE

1.0	Purpose.....	3
2.0	Competition Intended.....	3
3.0	Contract Period – Pricing Agreement.....	3
4.0	General Specifications.....	3
5.0	Cab and Chassis Specifications.....	6
6.0	Dump Body Specifications.....	11
7.0	Instructions to Bidders.....	31
8.0	Contract Terms and Conditions.....	35
	Bid Form.....	42
	Anticollusion/Nondiscrimination/Drug Free Workplace Clauses.....	45
	Authority to Transact Business in Virginia form.....	46

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

Prepared by Cindy Norfleet, CPPB, Senior Buyer

Date: January 7, 2013

1.0 PURPOSE

The intent of this Invitation for Bid is to purchase four (4) tandem dump trucks to be used by the Road Maintenance Division of the City's Department of Public Works. Complete units shall be delivered F.O.B. Destination City of Suffolk Fleet Management Facility, 120 Forest Glen Drive, Suffolk, Virginia 23434. Trucks shall be 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 CONTRACT PERIOD – PRICING AGREEMENT

As a part of this Invitation for Bid, it is the City's intent to establish pricing for future needs for additional dump trucks as described herein, if needed, with pricing to remain firm through December 31, 2013. At the option of the City, additional units as specified herein may be purchased from the Contractor at the manufacturer's increase through December 31, 2015. Any increase by the Contractor must be properly documented; if proposed increases are not acceptable to the City, the City reserves the right to bid its requirements, purchase from any state contract, or purchase vehicles as a part of any governmental cooperative bidding process.

Any price increase for additional trucks after December 31, 2013 shall be based on the latest version of the U.S. Department of Labor Bureau of Labor Statistics Producer Price Index for Trucks over 14,000 Pounds GVW, Series WPU 141106. Calculation will be made on a 12-month change measured in August. Increases for government-mandated equipment upgrades/changes will be allowed provided the increase is justified in writing by the Contractor and approved by the City.

4.0 GENERAL SPECIFICATIONS

4.1 General Specifications

Specifications below describe a tandem dump truck for use by the Department of Public Works Road Maintenance Division. 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. Any exceptions to the specification will be clearly stated in writing on COMPLIANCE SHEETS and spelled out in detail to exceptions and/or alternate proposals. 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.

All component installation for cab, chassis and body shall conform to the latest recommendations, procedures and regulations of the following organizations:

ASME, ASTM, AISI, API, AWS, DOT, FPS, ICC, ISO, JIC, MSS, NFPA, NEMA, NTEA, OSHA, SAE, TTMA, and USASI. The use of any of the following items or practices will not be accepted.

- Nonsteel fittings on hydraulic pressure lines
- Excessive use of elbows on hydraulic lines
- Use of thread tape on hydraulic fittings
- Use of galvanized fittings or components on hydraulic system
- Improper hydraulic line size
- Use of high pressure hose for hydraulic suction line
- Scotchlok type wire splices
- Non-insulated wire splices
- Improper hose or wire routing near exhaust, over sharp edges or through holes without grommets
- Unfinished or sharp edges
- Improperly prepared, primed and painted surfaces
- Nonfused electric circuits.
- Hydraulic circuits without pressure relief protection

All hydraulic hoses and wiring shall be securely clamped at approximately 18" intervals, shielded from exhaust, and include a protective sleeve where necessary to prevent damage and or failure. All hoses shall have JIC swivel connections at each end and be located in such a manner to aid in easy component replacement. All systems shall be thoroughly tested and tuned before delivery.

The successful bidder will be required to provide complete wiring and plumbing diagrams. An operation manual, as well as a separate parts and maintenance manual, shall be provided with each unit. A full day of training shall be provided for operators and maintenance personnel.

All components shall be of American manufacture, totally produced, supplied and assembled in the United States whenever possible. The City reserves the right to reject any and all bids received. No equipment shall be accepted prior to successful inspection by the using agency.

The bidder shall indicate below his compliance with a "Yes" or noncompliance with a "No" for each line item specification. Any space left blank will be considered noncompliance. Any deviations from the specification, or where submitted literature does not fully support the meeting of the specification, must be clearly cited in writing by the bidder. *Submit Specifications Compliance Sheets (Pages 5-31) with the BID FORM.*

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.**

COMPLY
YES NO

4.2 Pilot Inspection

A pre-delivery inspection of the first unit shall be performed at the manufacturer's facility prior to any completed units being shipped. The inspection shall not constitute acceptance of any vehicle. This inspection shall serve as an assurance of the functionality of the units before completion. This inspection shall include no less than one member of the City's Fleet Management Division and one member of the Road Maintenance Division. **All costs associated with the pilot inspection shall be included in the submitted price.**

4.3 Warranty

The entire unit shall be warranted for a minimum of twelve (12) months from the date of beginning service as determined by the Fleet Management Division. **Warranty information will be supplied with the BID submittal.**

4.4 Delivery

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

Unit shall be delivered with Manufacturer's Statement of Origin (MSO).

Original invoice shall be supplied upon delivery.

Unit shall be delivered with valid Virginia 30-day tags and State inspection

COMPLY
YES NO

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

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

5.0 CAB AND CHASSIS SPECIFICATIONS

5.1 Cab

14" BBC flat roof aluminum conventional cab _____

Slip resistant flooring _____

Gray/charcoal flat dash _____

2 1/2" fender extensions _____

Grab handles - LH/RH _____

All doors, ignition keyed same _____

Door hinge - internal construction _____

Heater, defroster and air conditioner _____

Standard HVAC ducting _____

Main HVAC controls w/recirculation switch _____

Standard plumbing w/ shutoff valves _____

Triangular reflectors w/ flares _____

Integrated speedometer message center LCD display, data linked _____

Hour meter with display must be included _____

87DB to 112DB self-adjusting back up alarm _____

Engine ECM customer access connector MTD FWD, park brake and neutral interlock _____

COMPLY
YES NO

Transmission oil temperature gauge	_____	_____
Electric power windows - LH/RH	_____	_____
Electric door locks - LH/RH	_____	_____
Self-canceling turn signal switch w/dimmer, washer wiper and hazard in handle	_____	_____
12V power supply, in dash (1 each)	_____	_____
Approximately 8" x 34" tinted vertical upper side windows – LH/RH	_____	_____
Approximately 63" x 14" tinted rear window	_____	_____
Approximately 2500 square inch windshield for maximum visibility	_____	_____
Radio - AM/FM/CD	_____	_____
Radio speakers, cab only (2 each)	_____	_____
Radio antenna	_____	_____
Driver seat – Bostrom Talladega, or approved equal, air suspension	_____	_____
Passenger seat – two-man mid back toolbox	_____	_____
Armrest inboard driver	_____	_____
Adjustable tilt and telescoping steering column	_____	_____
2 ½ lb. fire extinguisher	_____	_____
Non-removable bug screen mounted behind stationary grille	_____	_____
Dual, approx. 24", round polished aluminum air horns	_____	_____
Single electric horn	_____	_____
Dual bright heated west coast mirrors with LH/RH remote	_____	_____
Door mounted mirrors	_____	_____

COMPLY
YES **NO**

Right hand down view mirror _____

Eight-inch (8") convex mirrors, bright finish, mounted under primary mirrors – LH/RH _____

5.2 Engine and Engine Equipment

Cummins ISL - 320HP@2100 RPM 1300lb/ft torque@1400 RPM, or approved equal _____

1310 adapter flange for front PTO provision _____

Front engine Power Take Off (PTO) _____

Radiator – approx. 1500 square inch, aluminum construction _____

Penray Need Release water filter, or approved equal _____

Gates Blue Stripe coolant hoses, or approved equal _____

Borg Warner 15.9 cfm air compressor, or approved equal _____

Aluminum muffler/tailpipe shields _____

Alternator, Leece Neville 12V 200 AMP 4940 mount, or approved equal _____

Batteries, (3 each) group 31 12V MF 2280 CCA threaded stud _____

Battery box frame mounted _____

Battery shut off switch at battery box _____

Positive post for jump-start _____

Engine compression brake _____

Stationary extreme outboard, single right hand vertical exhaust _____

Vertical curved tailpipe _____

Phillips-Temro 1500 watt/115 volt block heater, or approved equal _____

Mitsubishi 12V 105P55 type starter, or approved equal _____

COMPLY
YES **NO**

Tires – 315/80R22.5 Michelin XZUS 20 ply rating, or approved equal _____

Conmet cast iron front brake drums _____

Wheels – Accuride 29300 22.5 x 9.00 10 Hub Pilot 5.25 inset 5 hand steel disc front wheels, or approved equal _____

Haldex, or approved equal, automatic front slack adjusters _____

5.7. Rear Axle and Equipment

Axles: Meritor RT-46-160 R-series, or approved equal, tandem rear axles @ 46,000 lb. capacity _____

6.14 axle ratio. Must achieve 72 mph road speed. _____

17T Meritor, or approved equal, main driveline w/half round yokes _____

Brakes – Meritor 16.5x7 Q+ cast spider cam, double anchor and fabricated shoes, or approved equal _____

Suspension – Tuftrac, or approved equal, 46,000 lb. _____

Approximately 56-inch axle spacing _____

Rear shock absorbers – one axle _____

Tires – Michelin, or approved equal, 11R22.5 XDE M/S 14 ply rating _____

Wheels – 8.25" x 22.5" 10 hub pilot 2 hand hole steel disc _____

Haldex, or approved equal, automatic rear slack adjusters _____

Castrol Transyn synthetic fluid, or approved equal _____

5.8 Brake System Equipment

Air brake package _____

Wabco 4S/4M ABS, or approved equal, w/o traction control enhancement _____

COMPLY
YES **NO**

Borg Warner AD-9 brake line air dryer w/heater, or approved equal

Steel air brake reservoirs mounted inside rail

Pull cables on all reservoirs

5.9 Frame

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

1/4" C-channel inner frame reinforcement

100" rear frame overhang

Wheelbase – as required by bodybuilder

Front bumper –painted steel

Grade 8 threaded hex-head frame fasteners

Trailer tow package with air and electrical lines routed to end of frame

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

5.10 Estimated Chassis Weight

Front: approximately 10,300 pounds

Rear: approximately 7,560 pounds

5.11 Paint

White Elite, top coat acrylic urethane enamel

6.0 DUMP BODY SPECIFICATIONS

6.1 General

Dump body and hoist shall be sized to provide proper load lifting capacity based upon size of each component in relationship to overall size of equipment specified.

COMPLY
YES **NO**

Specifications are a minimum requirement. All components and installation shall be reviewed and approved by the successful bidder's engineering department. All solid weld construction.

6.2 Dump Body Dimensions

Length: approximately 180 inches

Maximum width: 96 inches

Tailgate height: approximately 49 inches

Side height: approximately 42 inches

Cabshield length: approximately 26 inches

Rear post: approximately 50 inches

6.3 Long Members

6-Inch I Beam, 7.70 pounds per foot

6.4 Cross Members

4-Inch I Beam, 7.70 pounds per foot

Will not exceed 12 inches on center and stitch welded to floor

Will be cross welded to long members and incorporate a minimum 1/4" x 3" gusset.

6.5 Bottom Side Rail and Dirt Shedder

Eight (8) gauge high tensile (HT) 50,000 psi minimum yield, one piece full length

6.6 Top Rail

.250" x 2" x 4" structural tubing, one piece

6.7 Side Braces

Eight (8) gauge HT x 7" face x a minimum depth of 3.5" at top to 3.5" at bottom on 24-inch maximum center, solid weld construction includes bottom drain.

COMPLY
YES NO

- | | | | |
|-------|---|-------|-------|
| 6.8 | <u>Floor Thickness</u> | | |
| | 1/4" hardox 450 x 95.50" wide x full length, one piece (up to 240" long) | _____ | _____ |
| 6.9 | <u>Sides</u> | | |
| | Eight (8) gauge HT x one piece (up to 120" long) | _____ | _____ |
| 6.10 | <u>Bulkhead</u> | | |
| | Eight (8) gauge HT 50,000 psi minimum yield with two (2) integral VEE press bends (one-piece construction). | _____ | _____ |
| 6.11 | <u>Cab Shield</u> | | |
| | Eight (8) gauge HT. 50,000-psi minimum yield x full width integral with bulkhead, no top formed braces required up to 26 inches in length. | _____ | _____ |
| 6.12 | <u>Tailgate</u> | | |
| | Tailgate chains shall be minimum of .375" high sheen, clevis removable and covered with nylon mesh. Top pins must be heavy-duty drop style and include a .125" retention chain. | _____ | _____ |
| | Banjo plates shall be minimum .375" thick. J hooks shall be permanently attached to tailgate. | _____ | _____ |
| | Solid welded construction with heavy-duty standard top hardware. | _____ | _____ |
| | Bottom latch pins shall have grease fittings. | _____ | _____ |
| 6.13 | <u>Board Holders</u> | | |
| | Eight (8) gauge HT board holders shall be provided at front and rear, inside and outside to match board thickness. | _____ | _____ |
| 6.14. | <u>Side Boards</u> | | |
| | One per side, (OAK, 2" x 8") full length and bolted through board front and rear holder. | _____ | _____ |
| 6.15 | <u>Rear Bolster</u> | | |
| | .250" HT full depth and full width, not to exceed 96 inches wide, unless specified otherwise | _____ | _____ |

		COMPLY	
		<u>YES</u>	<u>NO</u>
6.16	<u>Front and Rear Corner Post</u> Eight (8) gauge HT. x 10" face full length, solid weld Construction minimum of 3.5" depth at top x 3.5" depth at bottom.	_____	_____
6.17	<u>Dirt Shredder</u> Full length both sides, integral with rubrail – eight (8) gauge HT	_____	_____
6.18	<u>Inside Radius</u> Three-inch (3") radius full length .250" hardox 450	_____	_____
6.19	<u>Walk Rail</u> Two-inch (2") bustin, full length, both sides	_____	_____
6.20	<u>Tarp Rail</u> .675 HRR full length both sides 1/3 up from bottom. Avoid conflict with walk rail.	_____	_____
6.21	<u>Flaps</u> Neoprene anti sail, anti splash bolted to permanent .1875" x 24" bracket. Bracket and flap shall be sized and mounted so not to exceed 22 degree federal regulation. Razor split holes to prevent "tear out". A hook shall be fixed to the lower rear of body for holding flaps. A hole shall be in the middle of the lowest portion to the flap in order to utilize the hook on the body.	_____	_____
6.22	<u>Mud Guards</u> Ten (10) gauge x 24" x 30" permanently attached to body in front of rear wheels.	_____	_____
6.23	<u>Grab Handles</u> .50" round HRR minimum, full length, left side, front	_____	_____

COMPLY
YES NO

6.24 Ladder: Slide-In Style

2" x 12" dirt shedding, grip strut grating (bustin style) left side as low as practical. Inside front corner angle step shall also be included.

6.25 O.S.H.A. Equipment

112 dba back up alarm shock mounted at rear

A dash mounted and labeled " body up " warning light, activated by a NEMA 12 switch device

Dump body safety prop

6.26 Shovel Bracket

Permanently attached to front side of bulkhead

6.27 Lighting: LED

All lighting shall be centrally grounded in a common junction box.

All wiring to marker lights shall be 14/2 conductor type " GPT " and include a sealed two pin quick connector.

All marker lights shall be shock mounted and incorporate lexan lenses and be LED.

All quick plug connections shall be treated with electrical grease at time of installation.

All wiring shall be securely attached and concealed to prevent damage.

Rubber grommets shall be used where wire passes through metal components. Reflectors shall be applied to all locations per fmvss108 code.

6.28 Tailgate Control

Air tailgate; cross rod will be located near the rear of the body but still include bearing blocks with grease fittings and locking adjustments.

6.29 Painting

The body is to be painted match existing fleet - Dupont Imron 7666

Entire body shall be free from all weld slag, grease and other coatings prior to painting.

Body shall be thoroughly cleaned with low voc surface cleaner and primed with two (2) coats of corrosion resistant vinyl etch primer and one (1) double coat of acrylic urethane high solid, low voc finish.

Paint shall be free of runs, bubbles, blisters, blemishes, and blushes.

Inside of body from sides down shall be painted black unless specified otherwise.

The entire understructure, including hoist shall be painted same color as chassis frame rails with the exception of the front side of mud guards and the rear side of mud flap brackets, which shall match body color.

Paint color shall be matched via color eye system.

Dump body shall be sand blasted as part of the paint cleaning process.

All stainless steel and aluminum components shall be either sheared or cut with a water jet to eliminate heat discoloration and distortion.

Upon completion of non-steel body, it shall be degreased with Part #175558/0379-00 and then cleaned with Part #118444/7961-00. Body shall then be treated with Part #180786/7281-00 to increase longevity of appearance.

6.30 Hoist

Minimum 40 ton front mount single acting type iii, Class 110 cylinder with cover tube shall be mounted to a heavy duty assembly securely attached to both frame rails using the latest designs with a minimum of four (4) .625 Grade Eight (8) bolts with nylon lock nuts.

Cylinder shall be telescoping and incorporate VEE packing and adjustable steel retainer rings.

COMPLY
YES **NO**

Cylinder stroke shall be adequate to provide a fifty-degree (50°) dumping angle. A trip device shall be incorporated into the hydraulic system to stop cylinder travel just short of full stroke. _____

Bottom pin shall be minimum of 2 inches diameter and full length through cylinder and heavy duty wear bushing securely welded to nest assembly. No top pin shall be required, but lifting shall be achieved by two (2) heavy duty bushings attached to longsills. _____

Top and bottom pins shall be greasable and include dust covers over fitting head. _____

Plumbing shall be attached to the cylinder in a manner to prevent chaffing at any angle of dump mode. _____

A top nest reinforcement shall be solid welded to nest assembly and be a minimum of 1/2" x 6" x 24" with reinforcement. _____

Hoist shall have a minimum 7-inch i.d. main stage and three (3) stages. Body guides shall be included on both sides of nest assembly, minimum of 3/8" thick x 6" x full length of nest channel. _____

6.31 Hinge Assembly

Rear hinge assembly shall be incorporated into rear frame rail using a two inch (2") i.d. diameter full length bushing. A matching full length CRR pin shall have a permanent retainer welded on one end and a .4375 dia. drilled hole to accept a .50 wall backup spacer and a .375 dia. x 3" cotter pin. _____

Hinge plate shall be a minimum of .375 HRR x 10" x 8" and include two (2) .375 x 3" x 6" HRR solid weld reinforcements. Hinge plates shall be welded to dump body steel longmembers and bolted with a minimum of ten (10) .5625 diameter Grade Eight (8) bolts with elastic lock nuts for aluminum bodies. _____

Aluminum longmembers shall include a .250 x 4.875" x 12" minimum steel backing plate with liner to prevent electrolyses. _____

All components shall be computerized flame burned and welded into the desired configurations via automated machine and fixtures that make up the various main components. _____

COMPLY
YES NO

6.32 Oil Reservoir

The oil reservoir shall be not less than thirty-five (35) gallon capacity, constructed of 3/16" aluminum and cushion mounted to the chassis.

An internal baffle shall be located to prevent return oil flow from venting directly toward the fill pipe.

Breather cap shall be mounted on the top of the reservoir.

Breather cap shall have a displacement of not less than one hundred and fourteen (114) gpm.

A 1-1/2" full flow shut off valve shall be located in the suction line as close to the reservoir as possible.

Reservoir shall be cleaned and filled with ISO 32 hydraulic oil. Oil shall be filtered through a ten (10) micron filter at time of initial reservoir filling.

Internal painting or galvanizing of reservoir shall not be a acceptable.

Reservoir shall be shock mounted to frame.

6.33 Tool Box

A weatherproof toolbox shall be frame mounted via rubber shock and spring system and 1/4" x 2" x 2" angle.

Construction shall be a minimum 1/8" aluminum.

Door shall have a side hinge so door will swing forward upon opening. Box shall include a locking paddle latch and rubber weather strip on door.

Finish shall be smooth with exception of deck plate door.

Size shall be 96" x 36" x 18". Grade Eight (8) bolts and elastic lock nuts shall be used to attach mounting brackets to chassis frame rail.

6.34 Electric Aluminum Arm Tarp System

A tarp system shall be provided and attached to dump body.

Tarp system shall be sized to completely cover a loaded dump body.

COMPLY
YES NO

The design shall be of aluminum spring arm type and include a neoprene material to withstand use with black top operations. _____

All operation shall be controlled by a single person from inside cab. Personnel shall control all phases of operation while remaining inside the truck cab, without getting out of vehicle except to remove tarp tie downs. _____

All arm tension devices shall be mounted to the dump body. An electric 12vdc switch shall be used to cover and uncover Load. and a full width heavy duty roller shall be provided to store tarp cover. _____

A wind deflector shall be integral with cabshield face unless height restrictions dictate otherwise. _____

Poly wedge brackets shall be provided at front and rear of body to stabilize tarp arms and prevent cover from contact with tailgate and reduce wear. _____

Caution decals shall be located on each side of dump body. Operation decals shall be attached at electric control location. _____

Unit described shall be 12 vdc operated. This system shall be Roll-Rite, or approved equal. _____

6.35 Conspicuity Enhancement

Each dump body rubrail and rear shall include conspicuity enhancement. _____

The enhancement shall be alternating red and white stripes. Enhancement, shall provide reflection even in daylight hours. _____

Conspicuity tape shall have twelve (12) different patterns of micro-prisms for maximum visibility. The reflective system shall be impervious to ultra violet radiation via internal pigmentation with acrylic layer protection. _____

Conspicuity tape shall withstand all weather conditions and repeated washing and meet all FMVSS 108 requirements. _____

6.36 Strobe Light System

The strobe light system shall consist of six (6) oval amber lamps. _____

COMPLY
YES NO

Four (4) shall be mounted in sides and face of cabshield----one left side near front, one right side near front, and two (2) in face not to interfere with clearance lamps.

There shall be two (2) oval strobes mounted in the rear post of the body.

All lights shall be rubber shock mounted in a vinyl grommet and have a minimum of twelve (12) square inches lighting, oval design.

Lens and housings shall be sealed polycarbonate.

All lights shall be supplied via 18 gauge 3 conductor neoprene jacketed cable rated to 600 volts and wired to flash alternately.

Entire light system shall be controlled via a cab mounted properly labeled lighted rocker switch. No power pack shall be required to operate the triple flash LED strobe lights. Switch shall be located within easy reach of operator.

All lights shall be mounted in accordance to fmvss108 and SAE J1318. Lights shall operate between eight (8) and sixteen (16) volts.

6.37 Rear Body Post Lights

Install two (2) minimum twelve square inch (12" sq.) oval stop, turn and tail lights, mounted one in each rear corner post, completely sealed, shock mounted and wired into chassis light system.

Lights shall be located according to all federal lighting standards and practices (FMVSS108).

Lights shall have diamond shell polycarbonate lens and housing completely sealed and include a heavy duty, shock mounted LED light system.

Each diode style light system shall be 14 volt, .42 amp. turn function, .3 amp stop function and .1 amp tail function.

Mounting grommet shall be made of vinyl.

All wiring shall be sealed and routed to prevent damage from heat, sharp edges and moving parts.

COMPLY
YES NO

Wiring shall terminate within a high impact plastic junction box to prevent failure.

All wires shall be connected to an approved electric insulating plastic terminal block located inside the junction box. Wire entry through junction box shall be via a three-piece plastic and PVC compression fitting. Mounting shall not decrease the integrity of the body design and strength.

6.38 Back-Up Lights

The purpose of this specification is to provide additional rear lighting.

Both light components shall be vinyl shock mounted design located into rear corners. Both lights shall be polycarbonate lens and housing and completely sealed.

Removal and replacement of lights shall be without use of tools.

All wiring shall include an internal ground system, sealed plug ends, tin coated brass terminals and terminate into a high impact and chemical resistant plastic junction box. These lights shall be connected to the chassis back up light system.

Both lights shall have clear lens, 2.1 amp single filament bulb rated at thirty- two (32) candlepower.

Light system shall be completely tested before shipment of finished product. All shall conform to F.M.V.S.S.108.

System shall be twelve (12) volt D.C. operation.

6.39 Rear Bolt On Steel Apron

The dump shall include a 1/4" x 8" x 96" bolt on apron for aide in spreading of various materials.

Apron shall be attached with a minimum of six (6) grade Eight (8) bolts and nylon lock nuts.

Apron shall be mounted to body at approximately a thirty degree (30°) taper and include underside reinforcement at each longmember termination point. Material shall be a minimum of 50,000 psi high tensile.

COMPLY
YES NO

6.40 Central Hydraulic System

The purpose of the central hydraulic system is to operate dump body, snow plow, and salt/sand spreader from a manual load sense central hydraulic system.

All controls and components shall be of the latest design and installed to provide simple and convenient operation.

A schematic, as well as a parts list, shall be provided with the completed unit.

All hydraulic components shall be installed and serviced by a single manufacture.

6.41 Type

Flow and pressure compensated central hydraulic system shall operate all functions (dump body, snow plow, and salt/sand spreader) independently and simultaneously without interruption of any other hydraulic function.

All system operation shall be achieved from a single pump matching all required flow and pressure demands. Use of accumulators or auxiliary pumps shall not be acceptable.

Hydraulic tool operation shall be included through both spreader circuits and shall not require any type of cooling.

This system shall provide the most fuel efficient, safest, simplest and consistent operation possible.

6.42 Directional Control Valve: PC25 Sauer Danfoss

The hydraulic control valve shall be capable of 45 gpm and 4000 psi and cast from ductile iron. All valve sections shall be stack type for ease of add on functions for future hydraulic operations.

Full flow pilot operated screw adjustable port relief shall be used, where required, to protect all static conditions. These port reliefs shall be preset as required and also incorporate anti-cavitation checks.

COMPLY
YES NO

The control valve shall be designed with housings for sealed air operation. All spools shall have three-position, 4-way, spring return to center operation unless specified otherwise. The valve shall be closed center design with built-in shuttle system for load sense operation.

All valve sections shall be sized to provide correct speed of all hydraulic functions. Valve mounting shall be located outside frame rail for ease of service. All ports shall be S.A.E. O-ring thread.

Valving shall be N.F.P.A. approved.

6.43 Hydraulic Control Valve Operation: Air

All hydraulic valve operation shall be achieved from within the cab by a single operator.

The controls shall be connected via DOT approved tubing and push lock fittings.

All cab controls shall be APSCO spring return to center unless detent is required for single acting hydraulic functions.

Dump body function shall include a safety lock to prevent accidental operation.

The connections between the cab control and valve housing shall be via a minimum of 1/4" nylon tubing. Connections shall be routed to prevent failure due to heat, sharp edges and improper bends.

All controls shall be located on an aluminum console built of 3/16" 5454h32.

Console shall be located between bucket seats when possible. All controls shall be within easy reach of operator regardless of size or seat location.

All controls shall be properly labeled with permanently attached metallic labels and operate front to back unless specified otherwise.

COMPLY
YES NO

6.44 Load Sense Pump

A single flow and pressure compensated (load sense) variable volume pump shall be the sole source of power used to provide all hydraulic requirements.

Pump shall be rated at 65 cubic centimeters per revolution and have maximum pressure of 3000 psi and 3000 rpm. Pump shall also be capable of 4000 rpm when limited to 2000 psi.

The 2000 psi limited adjustment shall be built in when required. The pump shall have a built-in self initiated pre-charge system to allow operation with as much as 5 in. hg. vacuum.

All cast iron construction with a maximum weight of 62 pounds is required for durability and ease of ups shipment. A pre-set but adjustable stand-by pressure setting shall be included in pump.

All pump adjustments shall be of cartridge design for ease of field adjustment and service.

The noise level shall not exceed 90 db(a) during any phase of operation.

A built-in air bleed assembly shall be included for easy start up of system.

Pump manufacture shall furnish a three (3) year written warranty and offer full service through the factory or a local authorized distributor.

The pump shall match system flow and pressure (horsepower) requirements to provide maximum fuel economy. No unloader or bypass system shall be an acceptable means of regulating excess oil flow.

Pump shall be available with either a SAE B or SAE C mounting and shaft.

Pump shall also utilize a two (2) piece shaft design with dual harsh environment seals which allows continued high efficiency performance regardless of shaft alignment.

6.45 Drive Line

Pump shall be driven from a front-end power take off (FEPTO), and a 1310 series drive shaft shall be provided.

COMPLY
YES **NO**

Driveline shall be capable of 130 foot-pounds of torque and have 1-3/8" diameter solid shaft of 1141 steel.

Solid shaft shall have 16 splines heat treated to 40 rockwell hardness. A groove shall be machined the length of the shaft to provide proper phasing of universal joints at time of shaft assembly.

Driveline installation shall be in accordance to manufacture's recommended procedures.

Slip assembly shall provide not less than 2.25" of travel to allow ease of engine drive belt replacement. When drive line passes through chassis radiator, an impact bracket shall be installed to aid in prevention of radiator damage due to a failed driveline.

6.46 Oil Reservoir and Accessories: Aluminum

The oil reservoir shall be not less than forty (40) gallon capacity, constructed of 3/16" aluminum and cushion mounted to the chassis.

An internal baffle shall be located to prevent return oil flow from venting directly to suction port.

A fifty (50) gpm return line filter with a ten (10) micron spin on canister shall include an electric sending unit to activate a light mounted in the cab. The filter shall be connected to a drop tube, discharging return oil flow through the top of the tank to allow filter tube tapered outlet to be below oil level at all times to prevent air entrainment.

An inlet stainless steel suction strainer of 125 micron shall be located within the reservoir and mounted in a manner to be submerged at all times. The strainer shall include a three (3) psi by-pass and have a rating of not less than forty-seven (47) gpm.

A ten (10) micron screw lock breather cap with basket shall be mounted on the top of the reservoir. Breather cap shall have a displacement of not less than 114 gpm.

A twelve-inch (12") diameter steel clean out cover with a silicone gasket shall be installed on the top of the reservoir to allow easy access to all internal tank accessories.

COMPLY
YES NO

Clean out cover shall be dome shaped and be removable by removing a single bolt and crush washer. _____

A five-inch (5") combination level temperature sight glass shall be located in a visible but protected location. _____

A magnetic drain plug shall be installed at the lowest point of the reservoir. _____

A minimum two-inch (2") full flow one quarter (1/4) turn ball valve shall be located in the suction line as close to the reservoir as possible. _____

Reservoir shall be cleaned and filled with ISO 32 hydraulic oil. Oil shall be filtered through a ten (10) micron filter at time of initial reservoir filling. _____

Upon start up, hydraulic system shall be operated at maximum flow for not less than fifteen (15) minutes and than have a new filter element installed. _____

Internal painting or galvanizing of reservoir is not acceptable. _____

Oil reservoir shall be shock mounted to chassis frame rail. _____

6.47 Hydraulic Oil

Hydraulic oil shall be ISO 32 and filtered through a ten (10) micron filter before filling hydraulic system. _____

All hydraulic system components shall be thoroughly cleaned before initial oil fill. After initial oil fill, the hydraulic system shall be operated and completely tested through each circuit. All functions shall be operational before delivery. _____

After all tests are complete, the hydraulic system shall be checked for correct oil level. _____

A new return line filter element shall be installed after a minimum of fifteen (15) minutes operation at normal engine operating rpm. _____

6.48 Hydraulic Hose

All hose and hose ends shall be matched and assembled on a matched hose machine to prevent hose failure. _____

COMPLY
YES NO

All hydraulic plumbing practices shall conform to JIC H11 standards.

Pressure hoses shall be 100R2; return lines shall be 100R; and suction lines shall be 100R4.

Velocity in pressure lines shall not exceed twenty feet (20') per second. Return lines shall not exceed ten feet (10') per second; and suction lines shall not to exceed four feet (4') per second.

All hoses shall include JIC female swivel ends with the exception of the suction line.

All hydraulic components shall have SAE porting wherever possible.

6.49 Spreader Light

A par 36, amber sealed, rubber shock mounted light shall be attached to underside of body via a dual swivel mounting bracket.

Assembly shall be located to illuminate spreader operation.

Wiring shall be Type SO , two (2) conductor, sixteen (16) gauge and shall be one hundred percent (100%) tested.

A dash mounted switch shall be mounted within easy reach of operator. Switch shall be on/off maintained action and include an integral surface light to alert operator of function.

Back lighting with identity labels shall be included for operator convenience.

Wiring shall be securely attached to body and protected from damage.

All auxiliary lighting shall be routed to a common in cab switch panel. Mounting location shall be at the left rear unless specified otherwise.

6.50 Material Spreader Controls

Unit will be equipped with cab mounted controls for the City's existing Swenson EV100 stainless steel material spreaders.

COMPLY
YES NO

These controls shall include separate spinner and conveyor controls with a lever to activate the hydraulic flow to the spreader controls.

The unit will have hydraulic connections at the rear of the unit to include two (2) supply and two (2) return lines with quick connect fittings to match the City's existing spreaders. These connections shall be clearly labeled.

6.51 Henke Snow Plow Mount

Snow plow mount must be compatible with City's existing Henke 36R10IS.

The vertical members of the Universal Quick Hitch lift frame are to be 1/2" x 3" x 4" structural angle. The lower receiving boxes are to have stationary welded pins of cold rolled steel 1 1/2" in diameter.

The lower braces for the lift frame are to be 1" x 3" and of adequate length to attach to the chassis above the axle. The same brace is to have a 1/2" x 1" rib welded on the side.

The lift frame is to be low profile in order to allow a tilt hood with stationary grill to tilt over the truck lift frame.

All cylinder pins are to be one-inch (1") cold rolled steel.

The lower braces shall attach to the truck chassis by means of a manufactured Z bracket. The Z bracket shall be made of 1/2" x 4" x 6" structural angle. It shall be bolted to the truck chassis and welded to the lower brace.

The lift frame shall be attached to a 1/2" x 4" x 6" structural angle which shall be affixed to the existing bumper on the truck specified.

Unit shall be cleaned of oil, grease, dust, mill scale, coatings, oxides, corrosion products, and other foreign materials in accordance to The Society for Protective Coatings SP6/ National Association of Corrosion Engineers No. 3 Commercial Blast Cleaning prior to the application of any protective coatings.

Unit shall be painted using DuPont Imron 2.1 High Gloss Aliphatic Polyurethane Enamel or approved equal.

COMPLY
YES NO

A minimum of one (1) coat of primer and one(1) coat of paint shall be applied over the entire unit resulting in a durable coating between 2.5 to 3.5 mils thick. Paint shall be able to withstand a minimum of 1000 hours while being submerged in a salt fog without blistering or acquiring surface defects in accordance to ASTM B-117.

6.52 Plow Lights

Plow lights shall be installed to provide an alternate high / low beam light source when snow plow is attached. Mounting shall be shock proof and vibration resistant.

A three point, 2" x .250" aluminum bracket system shall be provided, when possible and required to accommodate high profile snow plows.

Plow lights shall include halogen bulbs, wrap around park and turn lamps and be wired into cab mounted plow light/head light selector switch. Supply power for these additional lights shall be from the existing chassis high/low beam circuit.

Plow lights housing shall be of polycarbonate material.

All wiring shall be routed to prevent damage and be attached at firewall to a seven (7) terminal connection point for ease of hook up and troubleshooting.

There shall be no splices in fender well area. Plow light plugs will be provided and located on top side of fender. Mounting will be on truck chassis fenders/hood.

Original chassis high beam dash mounted indicator will function when plow lights are in high beam mode.

6.53 Quick Couplers

The hydraulic system plow and spreader functions shall be provided with quick couplers for easy connect and disconnect of equipment.

All quick couplers shall be located to facilitate easy connection with a gloved hand.

All connections will be identified via a metallic label attached to the hydraulic hose or to a mounting bracket at coupler location.

COMPLY
YES NO

All quick couplers shall be attached to mounting bracket via a steel bulkhead fitting which includes a one-piece body having n.p.t. male thread on one end for attaching the quick coupler and a thirty seven degree j.i.c. male thread on the other end for attaching the hydraulic hose. Pipe nipples welded to a bracket will not acceptable.

All quick couplers shall be sized to provide minimum pressure drop based on flow requirements of each hydraulic circuit.

Quick couplers shall be interchangeable with i.s.o.7241-1 "a" and meet i.s.o. 9002 quality control standards.

Material shall be steel with wear parts carbonitrided. Valves shall be tempered steel, springs c 98 and bearings 100 c 6. The complete assembly shall be zincd and yellow passivated.

Temperature range shall be -25 degree to +125 degree Celsius. All pressure ratings shall be minimum of 150 bar for size 32 and include a 1:4 dynamic safety factor and a 1:2 static safety factor.

All couplers shall include dust covers made of oil proof pvc to withstand temperatures of -30 degree to + 150 degree Celsius. Dust covers shall also have an integral retainer strap with loop to prevent loss. All assemblies shall be mounted male/female opposing to prevent improper connection.

6.54 Pintle Hook and Plate

A formed steel plate of industry required thickness, full width of chassis frame rails, with 3" return flange at bottom shall be bolted to chassis frame. Bottom and side support gussets shall be included.

Two (2) swivel 3/4" cold rolled steel d loops, 3" i.d. minimum will be attached to bottom flange.

Properly sized Grade (8) eight bolts shall be used throughout installation.

Pintle hook height shall be 26" from ground to center. Pintle hook shall be attached to frame plate via Grade eight (8) bolts and in accordance to manufacturer's specifications.

COMPLY
YES NO

Capacity of pintle hook shall be a 50,000 pound Wallace forge _____

6.55 Trailer Electric Socket

A non-metallic weatherproof seven (7) way trailer socket shall be mounted through hook plate and wired to chassis using "TTMA" standards. _____

Wiring shall be connected via a high impact plastic, chemical resistant, surface mount junction box with eight (8) identified terminal posts. _____

Junction box shall have a screw lid with O-ring seal. All wiring to and from junction box shall be via a (3) three-piece compression fitting including a PVC grommet sized to fit wiring. _____

7.0 INSTRUCTIONS TO BIDDERS

7.1 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 via electronic date/time stamp 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.

7.2 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.

7.3 Firm Pricing

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

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 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.

7.13 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.

7.14 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder at the City's sole discretion.

7.15 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.suffolkva.us/bids/index.jsp for a minimum of ten (10) days.

7.16 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.

7.17 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.

8.0 CONTRACT TERMS AND CONDITIONS

8.1 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.

8.2 Hold Harmless Clause

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

8.3 Safety

All contractor and subcontractor performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

8.4 Anti-Discrimination

By submitting their bids, bidders certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

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.

8.5 Ethics In Public Contracting

By submitting a bid, the bidder certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. (Code of Virginia 2.2.4367)

8.6 Compliance with Federal Immigration Law

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

8.7 Debarment Status

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

8.8 Antitrust

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

8.9 Drug-Free Workplace

During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor's employees; (2) post in conspicuous place, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

8.10 Exemption from Taxes

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

8.11 Faith Based Organization

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

8.12 Substitutions

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

8.13 Method of Payment

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

Invoices shall be submitted to using departments.

Upon acceptance of work, the City will render payment within forty-five (45) days of receipt of invoice. 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.

8.14 Payments to Subcontractors

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

- a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this contract; or
- b. Notify the City and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

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

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.

8.15 Assignment of Contract

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

8.16 Termination without Cause

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

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

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

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

8.17 Termination with Cause/Default/Cancellation

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

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

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

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

8.18 Non Appropriation – Availability of Funds

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

8.19 Severability

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

8.20 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.

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

A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. A public body may void any contract with a business if the business fails to remain in compliance with the provisions of this section.

8.22 Waiver

The failure by one party to require performance of any provision of this contract shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of the contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

BID FORM

TO: Purchasing Division
 441 Market Street
 Suffolk, VA 23434

BID: Dump Trucks with Spreaders and
 Snow Plows
DUE: January 23, 2013
TIME: 3:00 p.m., Eastern Standard Time

_____ (Company) quotes firm price, exclusive of all taxes, to furnish and deliver four (4) dump trucks complete with spreaders and snow plows 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; if more than one bid is submitted, the Bidder may be considered non-responsive.***

		<u>Unit Price</u>	<u>Amount</u>
4 EA	Cab,Chassis and Dump Body	\$ _____	\$ _____
	MFG/Model _____		
4 EA	Sand/Salt Spreader (installed)	\$ _____	\$ _____
	MFG/Model _____		
4 EA	Snow Plow (installed)	\$ _____	\$ _____
	MFG/Model _____		
GRAND TOTAL:		\$ _____	

Best Guaranteed Delivery: _____

Manufacturer's Warranties: _____

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

- _____ Specifications Compliance Sheets (Pages 5 - 31)
- _____ Specifications for cab/chassis offered
- _____ Specifications for salt/sand spreaders
- _____ Specifications for snow plows
- _____ Signed Form - Anticollusion/Nondiscrimination/Drug Free Workplace Clause
- _____ Signed Form - 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 _____ **Title:** _____ **Date** _____

(Person signing bid should show title or authority to bind the firm in a contract.)

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