



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 Truck**

ACCEPTANCE DATE: Prior to 3:00 p.m. – March 5, 2013 “Eastern Standard Time”

IFB NUMBER: 2013-00075-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:

Cindy L. Norfleet, CPPB, Senior Buyer
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This document can be downloaded from our web site: www.suffolkva.us/bids/index.jsp

Issue Date: February 19, 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 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 19, 2013

1.0 PURPOSE

The intent of this Invitation for Bid is to purchase one (1) Ford F550 (or approved equal) crew cab 4 x 4 with eight foot (8') dump body 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 GENERAL SPECIFICATIONS

3.1 General Specifications

Specifications below describe a Ford F550, or approved equal, crew cab 4 x 4 with eight foot (8') dump body 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 5-20) 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

3.2 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.**

3.3 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

One (1) factory service, parts, and operator's manual and CD will be provided.

A minimum of two (2) hours on-site training shall be provided for technicians and operators upon delivery of unit.

4.0 CAB AND CHASSIS SPECIFICATIONS

4.1 Weight Ratings

Gross vehicle weight rating to be no less than 19,500 lbs.

Front axle shall have a rating of no less than 8,000 lbs.

Rear axle shall have a rating of no less than 12,500 lbs.

4.2 Wheelbase

Wheelbase shall meet body company's minimum requirements

Cab to axle measurement to meet body company's minimum requirements.

COMPLY
YES NO

4.3 Cab

Cab shall be of steel construction (crew cab) _____

Floor covering shall be black rubber (no carpet). _____

Front and rear seating to be black vinyl bench. _____

Cab will have factory installed air conditioner with integral heater and defroster. _____

Cab interior shall be deluxe trim _____

Gauge cluster to include electronic oil pressure, water temperature, fuel level, voltage, speedometer, tachometer
 Odometer should display miles, trip miles, engine hours, trip hours, fault code readout. _____

Transmission oil temp gauge _____

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

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

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

Overhead console with dual storage pockets with retainer nets and CB radio pocket _____

Sun visor (2) padded vinyl with drivers side toll ticket stamp integral to console _____

Factory installed upfitter switches and trailer brake controller _____

4.4 Electrical

Electrical system to be 12 volt standard equipment _____

Alternator to be 130 amp pad mounted _____

COMPLY
YES **NO**

	Battery system maintenance free minimum 1300 cca	_____	_____
	Back up alarm	_____	_____
	Clearance and marker lights to be amber LED flush mounted on cab	_____	_____
4.5	<u>Engine</u>		
	Diesel engine to be 6.7L with minimum of 300 hp and 660 lb/ft of torque	_____	_____
	Electronic engine governor	_____	_____
	Exhaust system horizontal after treatment device frame mounted right side back of cab, includes horizontal tailpipe	_____	_____
	Single element air cleaner	_____	_____
	Aluminum radiator to meet cooling requirements	_____	_____
	Extended life coolant antifreeze to -40F	_____	_____
	Engine control, remote mounted provision for body builder's installation of PTO controls	_____	_____
4.6	<u>Transmission</u>		
	Shall be heavy duty automatic torque shift 6-speed	_____	_____
	Spin on transmission oil filter shall be provided.	_____	_____
4.7	<u>Front Axle</u>		
	Shall have a minimum of 8,000 lbs	_____	_____
	Front springs minimum of 8,000 lbs with shocks	_____	_____
4.8	<u>Rear Axle</u>		
	Shall have a minimum of 12,500 lb capacity	_____	_____
	Rear spring suspension Vari-Rate 12,500 lb capacity	_____	_____
	Rear shock absorbers	_____	_____

		COMPLY	
		<u>YES</u>	<u>NO</u>
4.9	<u>Fuel Tank</u> Fuel tank shall be top draw style steel 40 gal minimum capacity mounted under cab.	_____	_____
4.10	<u>Brakes</u> Brakes shall be 4-wheel disc, anti-locking	_____	_____
4.11	<u>Tires and Wheels</u> Heavy duty first line quality tubeless radial tires to be minimum 225/70R-19.5F 12 ply rating with duals in rear for adequately carrying full load of material and maximum stability Wheels to be 19.5 x 6.0 6-hole disc. Wheels painted white	_____	_____
4.12	<u>Paint</u> Chassis painted Black Cab painted Winter White (9219)	_____	_____

5.0 DUMP BODY SPECIFICATIONS

5.1	<u>Dump Body</u> 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. 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.	_____	_____
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		COMPLY	
		<u>YES</u>	<u>NO</u>
5.2	<u>Dump Body Dimensions</u>		
	Length 102"	_____	_____
	Rear post 25"	_____	_____
	Max. Width 96"	_____	_____
	Tailgate height 24"	_____	_____
	Side height 18"	_____	_____
	Cab-shield length 24"	_____	_____
5.3	<u>Long Members</u>		
	6" channel, 8.2 Lb. per ft.	_____	_____
5.4	<u>Cross Members</u>		
	4" channel, 5.4 # per ft. and must not exceed 12" on center and stitch welded to floor and must be cross welded to long members and incorporate a minimum 1/4" x 3" gusset	_____	_____
5.5	<u>Rails</u>		
	Bottom side rail: 3/16" high tensile 50,000 psi minimum yield, one piece full length, 6" deep	_____	_____
	Top rail: Triple bend integral with side	_____	_____
5.6	<u>Side Braces</u>		
	3/16" high tensile x 3" face x a minimum depth of 3.5" at top to 5.5" at bottom on 40" maximum center, solid weld construction and to include bottom drain.	_____	_____
5.7	<u>Floor Thickness</u>		
	3/16" a572 65,000 psi minimum yield x full length, one piece (up to 120" long)	_____	_____
5.8	<u>Sides: Fold Down</u>		
	3/16" high tensile 50,000 psi minimum yield x one piece (up to 120" long).		

COMPLY
YES NO

Sides will have a single center mounted lever with positive lock to release sides from front and rear corners. _____

Heavy duty steel hinges shall be provided as required for severe service. _____

5.9 Bulkhead

3/16" high tensile 50,000 psi minimum yield with two (2) integral VEE press bends, one piece construction _____

5.10 Cabshield

3/16" high tensile 50,000 psi minimum yield x full width integral with bulkhead. No top reinforcements required except side gussets. _____

5.11 Tailgate

3/16" high tensile x one (1) panel assembly. Horizontal and vertical braces as required. Inverted angle dirt shedder on top. _____

1.25" CRR latch pins _____

Tailgate chains shall be a minimum of .375" high sheen, clevis removable and covered with nylon mesh. _____

Top pins shall be minimum 1.25" CRR and include .125" retention chains. _____

Four (4) banjo plates will 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 at main pivot points. _____

5.12 Board Holders

3/16" high tensile board holders will be provided at front and rear, inside and outside to match board thickness. _____

5.13 Side Boards

One per side, full length and bolted through board holder front and rear with pine boards high enough to level side and tailgate. _____

		COMPLY	
		<u>YES</u>	<u>NO</u>
5.14	<u>Rear Bolster</u> 3/16" high tensile full depth and full width, not to exceed 96" wide unless specified	_____	_____
5.15	<u>Front and Rear Corner Post</u> 3/16" high tensile x 10" face full length, solid weld construction. Minimum of 3.5" depth at top x 5.5" depth at bottom.	_____	_____
5.16	<u>Dirt Shredder</u> Full length both sides, integral with rubrail. 3/16" high tensile.	_____	_____
5.17	<u>Inside Radius</u> 3" minimum radius full length (one piece) up to 120" long 3/16" high tensile	_____	_____
5.18	<u>Flaps</u> Neoprene anti-sail, anti-splash, razor split, and bolted to permanent .1875" x 24" bracket Bracket and flap shall be sized and mounted so not to exceed 18 degree federal regulation.	_____	_____
5.19	<u>Mud Guards</u> 11 gauge X 22" x 24" minimum permanently attached to body in front of rear wheels	_____	_____
5.20	<u>Grab Handles</u> 1/2" Diameter, full length, left side	_____	_____
5.21	<u>Ladder: slide-in</u> Bustin tread, as low as possible, minimum 12" wide, and attached at left front corner. Ladder shall be slide in design with safety latch.	_____	_____

COMPLY
YES NO

5.22	<u>O.S.H.A. Equipment</u>		
	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 and a dump body safety prop, drop down style.	_____	_____
5.23	<u>Shovel Bracket</u>		
	Two (2) bulkhead mounted (one on each side), stainless steel spring loaded style.	_____	_____
5.24	<u>Lighting: LED</u>		
	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.	_____	_____
	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.	_____	_____
	Reflectors shall be attached as required and all items shall meet fmvss108 guidelines.	_____	_____
5.25	<u>Painting</u>		
	Color shall be Dupont Imron 7666 green.	_____	_____
	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 coats of corrosion resistant vinyl etch primer and one double coat of acrylic urethane high solid, low voc finish.	_____	_____
	Paint shall be free of runs, bubbles, blisters, blemishes, and blushes. Inside of body and underside shall all be painted the same color as outside of body.	_____	_____

COMPLY
YES NO

The entire hoist assembly shall be painted same color as chassis frame rails. Paint color shall be matched via color eye system.

Dump body shall be sand blasted as part of the paint cleaning process. No stainless or aluminum body shall be painted or sand blasted. 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 a part #180786/7281-00 to increase longevity of appearance.

5.26 Tailgate Control

Tailgate shall be operated from front left corner of dump body.

A minimum of 1" round CRR cross rod shall be provided at front of body and include three (3) bearing blocks with grease fittings.

Control rod shall attach to rear latches via two (2) .50" connecting links and include locking adjustments. Connecting links shall be routed through body cross-members and not protrude below body side rail.

Control handle shall be of single cast steel construction, lock over center and include safety ring and chain.

All grease fitting throughout the completed unit shall include retained poly dust covers.

5.27 Underbody Double Acting Hoist

Hoist shall be a double acting underbody scissors style, Class forty (40) N.T.E.A. rated with a minimum lifting capacity of 7.5 ton when used with a nine foot (9') dump body.

A single, double acting cylinder shall be the sole source of power within the scissors tubing frame work.

All lift capacity will be based on a maximum hydraulic working pressure of 2,000 pounds per square inch (2000 psi).

COMPLY
YES NO

Entire hoist assembly shall be securely attached to chassis frame rail with Grade eight (8) bolts and elastic locknuts. _____

Hinge pin assembly shall be integral with chassis frame rail and securely welded and to body long-members. Hinge pin shall be easily removable without the use of special tools. _____

All pivot points shall include grease fittings and plastic dust covers shall protect all grease fittings. _____

When hoist is used in conjunction with an aluminum body, a 1/4" x 4-1/2" x 10" backing plate shall be used to reinforce the dump body long-member inside web. A minimum of four (4) 1/2" x 1-1/2" grade eight (8) bolts with elastic locknuts shall be used with each hinge. _____

All dissimilar metals shall have a vinyl liner to prevent electrolysis. _____

Hoist cylinder will have minimum stroke of 21", 2.75" diameter chrome rod, 5.5" I.D. cylinder bore, 47,500 pounds of thrust and minimum six (6) year warranty. _____

Hoist shall have greater lift capacities when operated at maximum authorized working pressures. _____

5.28 Visual Enhancement

Each dump body rub-rail 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. _____

COMPLY
YES NO

5.29 Light Wiring and Switch

A dual conductor wire harness shall be routed from the chassis to the center of cab-shield for City installation of strobe light. _____

Harness shall be minimum (2) two 16 gauge copper stranded wires within a type "so" outer jacket. _____

Wire shall be neatly attached and routed, avoiding all sharp edges and concealed within corner assembly as part of the routing to and from the cab-shield. _____

A lighted rocker switch shall be permanently dash mounted and prewired with 12vdc and activated by key switch. _____

5.30 Pintle Hook and Plate

A 1/2" formed steel plate, full width of chassis frame rails, with 3" return flange at bottom will 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 will be 26" from ground to center. Pintle hook will be attached to frame plate via Grade eight (8) bolts and in accordance with manufacturer specifications. _____

Capacity of pintle hook will be 3,800 lbs. vertical load and 19,000 Lbs. gross trailer weight, and 10,000 lbs. gross trailer weight with the 2" ball. Hook shall meet "SAE" J684, class 4 standards. _____

Non-metallic. weatherproof seven (7) way and four (4) way trailer sockets will be mounted through hook plate and wired to chassis using "TTMA" standards. _____

Wiring will be connected via a high impact plastic, chemical resistant, surface mount junction box with eight (8) identified terminal posts. Junction box will have a screw lid with O-ring seal. _____

All wiring to and from junction box will be via a three-piece compression fitting including a PVC grommet sized to fit wiring. _____

Junction box shall be located for ease of service and to avoid contamination. _____

COMPLY
YES NO

5.31 Hydraulic System

System shall be powered via an automatic transmission mounted power take off. All controls and components shall be of the latest design and installed to provide simple and convenient operation.

5.32 Pump: Gear

A single section all cast iron pump will be the sole source of power used to provide all hydraulic equipment.

Pump shall be capable of 3500 psi and 3000 rpm and shall include pressure loaded powdered metal wear plates.

The drive gear and shaft will be one-piece construction for maximum strength.

The pump shall be sized to have a 25 gpm output at maximum engine rpm.

Pump shall utilize bushing design and include a SAE b shaft and mounting flange for direct or remote mounting.

Four (4) bolt split flange ports are to be located on each side to provide hook up of discharge and suction hoses.

All casts parts will be Class 30 gray iron. Pump bushings will be steel backed bronze with PTFE coating.

Pump port size shall be at least 1" discharge and 1-1/2" inlet.

5.33 Drive Line

When direct mount application is not possible, the pump and power take off shall be connected via a 1310S drive line. Drive line 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.

Drive line installation shall be in accordance with manufacturer's recommended procedures.

COMPLY
YES NO

Slip assembly shall provide not less than 2.25" of travel.

5.34 Directional Control Valve: V20

The hydraulic control valve shall be capable of 25 GPM and 3000 PSI and cast from gray iron.

Valve will have symmetrical spools for ease of right or left hand operation. Spool seals shall be fitted in counter bores for ease of maintenance and spool operation.

All valve sections will be interchangeable and stackable for ease of add on functions for future hydraulic operations.

A full flow pilot operated screw adjustable relief valve will be set at required maximum operating pressure to protect the entire hydraulic system when in the dynamic condition.

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

The control valve will be designed to accept bonneted housings for sealed cable operation.

All spools will have 3-position, 4-way, spring return to center operation.

The hydraulic valve sections will have built-in transition checks to provide smoother operation of all functions. A high pressure carryover shall be capable of being installed when required.

Valve will be post compensated "flow sharing".

5.35 Hydraulic Control Valve Operation

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

The controls will be connected to the valve via zinc plated housing and steel connections with corrosion resistance finish.

All cab controls shall be completely sealed via an O-ring, boot and labyrinth joint. These controls shall provide bell-crank operation to allow output loads in excess of 125 pounds.

COMPLY
YES NO

The connection between the cab control and valve housing will be via all stainless steel cable, teflon and nylon wear surface linkage. The linkage will have a minimum bend radius of 3" and load capacity of 230 pounds pull and 150 pound push.

All connections shall be routed to prevent failure due to heat, sharp edges and improper bends.

Dump body control will include a neutral lock position.

5.36 Transmission Power Take Off

Power tap: Chelsea - When a HD or MD series Allison automatic transmission is present and includes power take off openings, the following specification will prevail:

The transmission will provide two (2) openings, one on either side and utilize a ten (10) bolt mounting pad.

The power take off will be sized to exceed the maximum torque and horsepower demands required when the pump is operating at maximum.

A ratio of 125% will be used with diesel engine.

A S.A.E. " C " straight keyed shaft shall be included on this hot shift power take off whenever direct pump mounting is not possible.

P.T.O. engage and disengage capability will be included and provide live power whenever the engine is in operation and P.T.O. switch is activated.

The ratio for this application will be 75% when a gas engine is the prime mover.

Unit will provide up to 76 horsepower per one thousand (1000) engine revolutions per minute (1000 rpm).

When required the 1310drive line specification will apply the same as for a front end power take off application.

The flange yoke will be replaced with the proper end yoke to match the power take off output shaft.

COMPLY
YES NO

Six (6) or eight (8) bolt opening will prevail on other automatic transmissions.

PTO and pump shall be sized and matched to properly operate all hydraulic requirements without exceeding horsepower and torque considerations.

5.37 Oil Reservoir and Accessories

The oil reservoir will be not less than thirty (30) gallon capacity, constructed of 3/16" aluminum and cushion mounted to the chassis. An internal baffle will 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 will include an electric sending unit to activate a light mounted in the cab. The filter will be connected to a drop tube, discharging return oil flow through the top of the tank to allow filter element to be changed without the use of any type of shut off valve.

Drop tube tapered outlet shall be below oil level at all times to prevent air entrainment.

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

A ten (10) micron screw lock breather cap with basket will be mounted on the top of the reservoir. Breather cap will have a displacement of not less than 114 GPM. A twelve (12) inch diameter steel clean out cover with a silicone gasket will be installed on the top of the reservoir to allow easy access to all internal tank accessories.

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

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

A magnetic drain plug will be installed at the lowest point of the reservoir. A one and one-half inch (1-1/2") full flow one quarter (1/4) turn ball valve shall be located in the suction line as close to the reservoir as possible.

COMPLY
YES NO

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 have a new filter element installed.

Internal painting or galvanizing of reservoir is not acceptable.

A spare filter element will be included with completed unit.

5.38 Hydraulic Hose

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

All hydraulic plumbing practices shall conform to JIC h11 standards.

Pressure hoses shall be 100r2, return lines shall be 100r1, and suction lines shall be 100r4. Velocity in pressure lines must not exceed twenty (20) feet per second, return lines not to exceed ten (10) feet per second, and velocity not to exceed four (4) feet per second in suction lines.

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

All hydraulic components shall have SAE porting wherever possible.

6.0 CONDITIONS AND INSTRUCTIONS

1. **Use of Form:** All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the goods and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. In case of conflict, the bid may be considered non-responsive. The City's published specifications shall supersede any additional writings submitted with the bid. Such writings shall be clearly marked and noted as an exception.
2. **Submittals:** All bids shall be submitted sealed, plainly marked showing the bid number, date and time. The entire solicitation document is to be returned when submitting a bid unless otherwise directed by the bid document. Failure to return all pages may result in a determination that the submittal is non-responsive.
3. **Late Bids:** Bids and amendments thereto, if received by Purchasing after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by Purchasing as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.
4. **City Hall Closure:** If City Hall is closed for business at the time scheduled for the bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the original scheduled hour.

5. **Acceptance of Bid:** Receipt of the bid by the City is not to be construed as an award or an order to ship.
6. **Offer/Acceptance:** Each bid is received with the understanding that the acceptance in writing by the City of the bidder to furnish any or all of the goods and/or services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted bid; and the City on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.
7. **Withdrawal of Bids:** Bidder has the right to request withdrawal of their bids from consideration due to error by giving notice not later than two business days after the bids are publicly opened. Work papers showing evidence of error(s) may be required.

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.
8. **Addenda:** If issued, addenda to this solicitation will be posted on the Purchasing website (<http://www.suffolkva.us/bids/index.jsp>). It is the bidder's responsibility to check the website or contact Purchasing prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package. Acknowledgement of all issued Addenda shall be indicated on the bid form in the appropriate spaces.
9. **Governing Document:** The solicitation document maintained by Purchasing, in the bid file, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed as an exception, the language of the official copy shall prevail. Furthermore, any exception or change to the specifications made by the bidder may be cause to disqualify your bid.
10. **Award:** Award will be made to the lowest responsive and responsible bidder. The quality of the goods and/or services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery, qualifications and references will be taken into consideration in making the award. The City reserves the right to refuse all bids.
11. **Negotiation:** Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds, the City may negotiate with the apparent low bidder to obtain a contract price within the available funds.
12. **Announcements:** Upon the award or the announcement of the decision to award a contract, the City will publicly post such notice on the bulletin board located outside of the Purchasing Division and on the City's web site: (http://www.suffolkva.us/bids/bid_search_awarded.jsp)
13. **City's Rights:** The City reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the City.

Cooperative agreements: If authorized by the bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at the contract prices in accordance with the contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful contractor(s). The City of Suffolk acts only as the contracting agent and is not responsible for placement of orders, payment, or discrepancies of the participating jurisdictions. It is the contractor's responsibility to notify the jurisdictions of the availability of contract(s).
14. **Prices:** Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the City. In case of error in the extension of prices, the unit price shall govern.
15. **Corrections:** All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated by the person signing the bid.
16. **Delivery:** The time of delivery must be stated in definite terms. If time of delivery for different goods and/or services varies, the bidder shall so state.
17. **Samples:** Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the bidder's risk and expense.
18. **Brand Names:** Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the goods and/or services desired. The goods and/or services on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on goods and/or services other than as specified, bidder shall furnish complete data and identification with respect to the alternate goods and/or services that they propose to furnish. It shall be in the City's sole judgment if a substitute produce offeror is an approved equal and be acceptable as a substitute.

19. **Alternate bids:** Consideration will be given to bids submitted on alternate goods to the extent that such action is deemed to serve the best interests of the City. If the bidder does not indicate that the goods and/or services he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services described. Alternate bids will not be used in the determination of award.
20. **Standard equipment:** Any equipment delivered must be standard, new and unused equipment, latest model, except as otherwise specifically stated in the bid. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.
21. **Silence of Specifications:** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
22. **Capacity of bidder:** All bids must be signed by a responsible officer or employee having the authority to bind the firm in contract. The bidder agrees that its contract performance shall be in strict conformance with the contract documents.
23. **Rights to Damages:** By signing this bid, the bidder assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
24. **Anti-collusion:** The bidder certifies by signing this Invitation of Bid that this bid is made without prior understanding, agreement, or accord with any other person or firm submitting a bid for the same goods and/or services and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.
25. **Indemnification:** The Contractor shall defend, indemnify and hold the City, and the City's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the contractor, its employees, agents, and volunteers, or incurred by or claimed against the City, the City's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of the contractor or any of the Contractor's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the Contractor. Unless otherwise provided by law, the Contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.
26. **Copyright Protection:** The Contractor agrees to defend and save the City, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
27. **Laws, Regulations:** The Contractor shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all time observe and comply with all such laws, ordinances and regulations.
28. **Alien employment:** The Contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
29. **SCC Authorization:** All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include 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, as amended, 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.

Number, or Statement: _____

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1, or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

30. **Contractor's License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia, for a contractor who performs or manages construction, removal, repair, or improvement when the total value referred to in a single contract or project is:

One hundred twenty thousand dollars (\$120,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is seven hundred fifty thousand dollars (\$ 750,000) or more shall show evidence of being licensed as a Class A Contractor.

Ten thousand dollars (\$10,000) or more, but less than one hundred twenty thousand dollars (\$120,000) or the total value of all such construction, removal, repair, or improvement undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than seven hundred fifty thousand dollars (\$750,000) shall show evidence of being licensed as a Class B Contractor.

Over one thousand (\$1,000) but less than ten thousand (\$10,000), or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) shall show evidence of being licensed as a Class C Contractor.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditions contractors.

A valid business license from the City may be required. The bidder shall complete whichever of the following notations as appropriate:

“Licensed Class A Virginia Contractor Number _____.”
“Licensed Class B Virginia Contractor Number _____.”
“Licensed Class C Virginia Contractor Number _____.”

31. **Payment Terms:**

Payment terms shall be Net 30 unless otherwise stated by the bidder on this submittal form. Alternate terms may be offered by the bidder for prompt payment of bills.

Payment terms, if offered, shall not be considered in determining the low bidder.

Discount period, if offered, shall be computed from the date of proper receipt of the contractor's correct invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

The payment terms stated herein must appear on the contractor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the contractor for correction.

Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)

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

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on their submittal.

The City prefers to make payment with the City's Purchasing Card, or if that is not possible, then by electronic funds transfer. Typically this enables faster payments to the Contractor. Are you willing and able to accept this type of payment?

Yes____ No____

32. **Default:** In event of default by the Contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. Such actions taken by the City shall not release the contractor from additional remedies that may be allowed by law.

33. **Availability of Funds:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

Appeals Procedure: Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award, or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determination of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely all appeals shall be made within the time periods set forth by the Virginia Public Procurement Act, §2.2-4357, et seq. Contact the buyer at once for assistance.

34. **Faith-based Organizations: The City of Suffolk does not discriminate against faith-based organizations.**

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

In every contract over \$10,000 shall include the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:

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.

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.

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 Section A above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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 placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the forgoing 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 purpose of the subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, passion or use of any controlled substance or marijuana during the performance of the contract.

35. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

36. **Independent Contractor:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.

37. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of ninety (90) days or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount. Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the act or omissions of the City due to causes within the City's control, the above waiver or release shall not apply.

38. **Governing Law:** This Agreement is made, entered into, and shall be performed in the City of Suffolk, Virginia, and 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 Agreement, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of 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 the pending or during litigation proceedings, except with the express, written consent of the City or written instruction/order from the Court.

39. **Severability:** If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

40. **Termination for Convenience:** 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.

41. **Termination for Cause:** 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.

42. **Contact Prohibition:** Direct contact with City departments other than Purchasing, on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the contracting officer. Violation may result in a determination that your firm is ineligible for an award.

Questions related to bid submittals should be directed to: Cindy L. Norfleet, Senior Buyer, (757) 514-7522, cnorfleet@suffolkva.us. Cindy Norfleet is the contract officer for the City of Suffolk with respect to this IFB. All questions should be directed to his 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.

43. **Additional Conditions:** The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions a bidder intends be considered must be submitted with the bid and noted as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the bid, negating possibility of an award to that bidder. Contractual documents submitted by the successful firm after an award will not be accepted.

44. **Contractor Failure to Perform:** Failure of the Contractor to perform the contract by reason of the City's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the City, and may result in debarment of the Contractor for a period of up to three (3) years. Termination and /or debarment of the Contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

45. **Conflict:** In the event of a conflict between the contract documents, including these Conditions and Instructions, and the terms of a purchase order or related document issued by the Purchasing, the contract documents shall control.

46. **Records and Inspection:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the Contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits.

47. **Rights and Remedies Not Waived.** In no event shall the making by the City of any payment to the Contractor, or the waiver by the City of any provision under this contract including any obligation of the Contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any right or remedies available to the City.

48. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
49. **Independent Contractor:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
50. **Conflicts of Interests:** Contractor shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the City.
51. **Responsibility of Contractor:** The Contractor shall, without additional costs or fee to the City, correct or revise any errors or deficiencies in his performance. Neither the City's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be deemed a waiver of rights by the City, and the Contractor shall remain liable to the City for all costs which are incurred by the City as a result of the Contractor's negligent performance of any of the services furnished under this Agreement.
52. **Changes and Additions:** It shall be the responsibility of the Contractor to notify the City, in writing, of any necessary modifications or additions in the Scope of this Agreement. Compensation for changes or additions in the Scope of this Agreement will be negotiated and approved by the City, in writing.
- It is understood and agreed to by both the City and the Contractor that such modifications or additions to this Agreement shall be made only by the full execution of the City's standard Agreement change order form. Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to this Agreement prior to the City's execution of its standard Agreement change order form shall be at the total risk of the Contractor and said work may not be compensated by the City.
53. **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.
54. **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.
55. **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.
56. **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.
57. **Contractor's Form:** In cases where the City may accept the Contractor's form agreement, whereas certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the City, and in consideration of the convenience of using that form, and this form, without the necessity of negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, the City's contract addendum shall prevail over the terms of the Contractor's agreement in the event of a conflict.
58. **Bidder Qualifications:** 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.
59. **Pricing to be F.O.B. Destination – Freight Allowed:** 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.

60. **Contract Quantities:** The quantities specified in the Invitation for Bid are estimates only unless otherwise clearly noted, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered, since such volume will depend upon requirements that may 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, except as clearly noted.

BID FORM

TO: Purchasing Division
441 Market Street
Suffolk, VA 23434

BID: Small Dump Truck

DUE: March 5, 2013

TIME: 3:00 p.m., Eastern Standard Time

_____ (Company) quotes firm price, exclusive of all taxes, to furnish and deliver one (1) crew cab 4x4 with eight foot (8') dump body F.O.B. destination City of Suffolk Fleet Management Facility, 120 Forest Glen Drive, Suffolk, Virginia 23434 in accordance with all specifications, terms, and conditions herein.

******Bids and completed compliance sheets must be submitted on the City's BID FORM and packaged in an organized manner. Receipt of bids on anything other than the City's BID FORM will be reason for rejection. Bidders must submit one bid only; if more than one bid is submitted, the Bidder will be considered non-responsive.***

1 EA Cab, Chassis and Dump Body \$ _____

MFG/Model _____

Best Guaranteed Delivery: _____

Manufacturer's Warranties: _____

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

- _____ Specifications Compliance Sheets (Pages 5 - 20)
- _____ Specifications for cab/chassis/dump body offered
- _____ Section 6.01 Conditions and Instructions (Pages 20-27)
- _____ 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: ()	
Fax Phone Number: ()	Title
FIN/SSN#:	

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

Is your firm Woman Owned? Yes No

Is your firm a Small Business? Yes No

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

Pursuant to Virginia Code §2.2-4311.2 an 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