



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 with Spreader and Snow Plow**

ACCEPTANCE DATE: Prior to 3:00 p.m. – September 11, 2013 “Local Verizon Time”

IFB NUMBER: 2014-00015-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
(757) 514-7522
Email address: cnorfleet@suffolkva.us

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

Issue Date: August 23, 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.

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INVITATION FOR BID

DUMP TRUCK WITH SPREADER AND SNOW PLOW

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Prepared By: Cindy L. Norfleet Date: August 23, 2013
Senior Buyer

1.0 PURPOSE

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

2.0 COMPETITION INTENDED

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

3.0 GENERAL SPECIFICATIONS

3.1 General

Specifications below describe a single axle dump truck complete with attached sand/salt spreader and snow plow 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 shall 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
- Noninsulated 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 deviations from the specification, or where submitted literature does not fully support the meeting of the specification, should be clearly cited in writing by the bidder. *Submit Specifications Compliance Sheets (Pages 4-30) 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 Weight Ratings/Wheelbase

Gross vehicle weight rating will be no less than 35,000 pounds with a front axle rating no less than 12,000 pounds and a rear axle rating of no less than 23,000 pounds

COMPLY
YES NO

Wheelbase, cab to axle length and after frame length shall meet body company's minimum requirements. _____

3.3 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.** _____

3.4 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 _____

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

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

4.0 CAB AND CHASSIS SPECIFICATIONS

4.1 Cab

Cab shall be a conventional design steel construction with air ride support at rear of cab. _____

The hood will be tilting, fiberglass, with three-piece construction. _____

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

Driver's seat shall be high back vinyl air ride seat. _____

Passenger's seat shall be two (2) man vinyl non- suspension. _____

COMPLY
YES NO

Cab will have factory installed air conditioner with integral heater and defroster, and shall include fresh air filter _____

Cab interior will be deluxe trim with gauge cluster to include electronic oil pressure, water temperature, transmission oil temp gauge fuel level, voltage, speedometer, tachometer and odometer which displays miles, trip miles, engine hours, trip hours, and fault code readout. _____

A warning system for low fuel, low oil pressure, high engine coolant temperature, and low battery voltage (visual and audible) shall be included. _____

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

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

4.2 Electrical

Electrical system will be 12 volt standard equipment with an alternator to be 140 amp pad mounted. _____

Three (3) maintenance free batteries with a minimum 1300 CCA will be provided. _____

A battery disconnect will also be provided and mounted near the battery box. _____

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

Electric trailer brake/lights accommodation package with cab Controller will be provided with a six (6) pin connection. Wiring diagram of connector to approved by Fleet Management prior to installation. _____

A minimum of four (4) auxiliary switches will be provided in the dash for City or body vendor supplied options. _____

Windshield wiper speed control (forces wipers to slowest Intermittent speed when park brake set and wipers are left on for a predetermined time. _____

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

COMPLY
YES NO

Unit will be provided with a stationary front grille to accommodate snow plow mount.

4.3 Engine

Diesel engine to be minimum of 300 hp and 800 lb/ft of torque

Electronic cruise control will be mounted on steering wheel.

Oil filter to be spin on type

Fuel / water separator and fuel filter in single assembly with water in fuel sensor engine mounted

Exhaust system horizontal after treatment device frame mounted right side back of cab, includes horizontal tailpipe

Single element air cleaner

Aluminum radiator to meet cooling requirements

Extended life coolant antifreeze to -40F

Engine control, remote mounted provision for body builder's installation of PTO controls

4.4 Transmission

Allison 3500RDS with PTO provisions, 5 speed, includes oil level sensor, Castrol Tran synd Transmission oil and push button type transmission shift control.

4.5 Frame

Frame rails shall be 120,000 yield strength minimum, and RBMs shall be a minimum of 1,750,000 in-pounds.

4.6 Front Axle

The front axle will have a minimum of 12,000 pounds with the front springs having a minimum rating of 12,000 pounds with shocks.

COMPLY
YES NO

4.7 Rear Axle

The rear drive axle shall have a minimum of 23,000 pound capacity with rear spring suspension vari-rate 23,000 pound capacity with 4500 pound auxiliary rubber spring and shock absorbers. (ratio 4:63)

4.8 Fuel Tank

Fuel tank to be top draw style 50 gal capacity mounted driver side under cab

Fuel / water separator to be thermostatic temp controlled electric heater. Includes standard equipment water in fuel sensor.

4.9 Brakes

Unit will be equipped with a dual ABS air brake - 4 channel system for straight truck applications.

Front brakes air s-cam 16 x 7 includes 20square inch MGM long stroke brake chambers.

Rear brakes air s-cam 16 x 8.63 includes MGM TR2430 long stroke brake chambers and heavy duty actuated parking brake.

Bendix AD 9 dryer will be included.

Air compressor Bendix TF 550 13.2 CFM

Parking brake valve located on dash w/ yellow knob.

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

Steering wheel will be two (2) spoke 18 "black"

Steering column will be adjustable.

Front wheels disc 22.5" steel 5 hand hole, 10-stud hub piloted, flanged nut, metric mount, 9.00" DC rims with steel hubs

Front tires 315/80R22.5 with a load range to accommodate a 12,000 pound load on the front axle

COMPLY
YES NO

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

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

4.10 Paint Colors

Wheels painted white

Chassis painted black

Cab painted winter white (9219)

5.0 DUMP BODY SPECIFICATIONS

5.1 Dump Body

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.

5.2 Dump Body Dimensions

Length: approximately 120 inches

Rear post: approximately 25 inches

Max. width: 96 inches

Tailgate height: approximately 24 inches

Side height: approximately 18 inches

Cabshield length: approximately 24 inches

5.3 Long Members

Six (6) inch channel, 8.2 pounds per foot

5.4 Cross Members

Four (4) inch channel, 5.4 pounds per foot

		COMPLY	
		<u>YES</u>	<u>NO</u>
	Must not exceed twelve (12) inches on center and stitch welded to floor	_____	_____
	Must be cross welded to long members and incorporate a minimum 1/4" x 3" gusset	_____	_____
5.5	<u>Bottom Side Rail</u>		
	3/16" high tensile 50,000 PSI minimum yield, one piece full length, six (6) inches deep	_____	_____
5.6	<u>Top Rail</u>		
	Triple bend integral with side	_____	_____
5.7	<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. Include bottom drain.	_____	_____
5.8	<u>Floor Thickness</u>		
	3/16" 65,000 psi minimum yield x full length, one piece (up to 120 inches long)	_____	_____
5.9	<u>Sides</u>		
	3/16" high tensile 50,000 psi minimum yield x one piece (up to 120" long).	_____	_____
5.10	<u>Bulkhead</u>		
	3/16" high tensile 50,000 psi minimum yield with two integral vee press bends, one piece construction	_____	_____
5.11	<u>Cabshield</u>		
	3/16" high tensile 50,000 psi minimum yield x full width integral with bulkhead, no top reinforcements required except side gussets	_____	_____
5.12	<u>Tailgate</u>		
	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.	_____	_____

COMPLY
YES NO

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

Top pins will 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 and will be solid welded construction with heavy duty standard top hardware.

Bottom latch pins will have grease fittings at main pivot points.

5.13 Board Holders

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

5.14 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.

5.15 Rear Bolster

3/16" high tensile full depth and full width, not to exceed 96 inches wide unless specified otherwise

5.16 Front and Rear Corner Post

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.

5.17 Dirt Shredder

Full length both sides, integral with rub-rail. 3/16" high tensile.

5.18 Inside Radius

Three inch (3") minimum radius full length (one piece) up to 120 inches long, 3/16" high tensile

COMPLY
YES NO

5.19	<u>Flaps</u>	Neoprene anti sail, anti splash, razor split, and bolted to permanent .1875" x 24" bracket. A hole will be in bottom center of flap with hooks mounted at bottom of body to attach flaps when dumping. Bracket and flap shall be sized and mounted so not to exceed 18 degree federal regulation.	_____	_____
5.20	<u>Mud Guards</u>	11 gauge X 22" x 24" minimum permanently attached to body in front of rear wheels	_____	_____
5.21	<u>Grab Handles</u>	½ inch diameter, full length, left side	_____	_____
5.22	<u>Ladders – Slide In</u>	Bustin tread, as low as possible, minimum 12 inches wide, and attached at both front corners. Ladders shall be slide in design with safety latch.	_____	_____
5.23	<u>O.S.H.A. Equipment</u>	112 DBA back up alarm shock mounted at rear to include 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.	_____	_____
5.24	<u>Shovel Bracket</u>	Bulkhead mounted, stainless steel spring loaded style	_____	_____
5.25	<u>LED Lighting</u>	All lighting will 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 (2) 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.	_____	_____

COMPLY
YES NO

All wiring shall be securely attached and concealed to prevent damage. Reflectors shall be attached, as required, and all items shall meet FMVSS 108 guidelines.

5.26 Strobe Lights

Strobe lights will be recessed mounted on four (4) corners of cab shield and in each rear post of body and activated from one (1) switch located in cab.

5.27 Painting

Color shall be 7666 Dupont Imron Green to match the City's fleet.

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, unless specified otherwise.

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.

5.28 Tailgate Control

Tailgate locks shall be air operated from inside cab.

COMPLY
YES NO

5.29 Underbody Double Acting Hoist

Hoist shall be a double acting underbody scissors style. Class Forty (40) with a minimum lifting capacity of 7.5 tons 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 shall be based on a maximum hydraulic working pressure of two thousand (2,000) pounds per square inch (2000 PSI). _____

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 to body long-members. Hinge pin shall be easily removable without the use of special tools. _____

All pivot points will include grease fittings, and plastic dust covers will 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 will 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 will be used with each hinge. All dissimilar metals shall have a vinyl liner to prevent electrolysis. _____

Hoist cylinder shall have minimum stroke of twenty one inches (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. _____

5.30 Tool Box

A weatherproof tool box will be mounted on the chassis via rubber shock and spring system and 1/4" x 2" x 2" angle. _____

Construction will be a minimum of 1/8" aluminum. Door will have a bottom hinge so door will fold downward upon opening. _____

COMPLY
YES NO

Box will include a locking one quarter turn latch and rubber weather trip on door. _____

Finish will be smooth with exception of deck late door. _____

Size will be approximately 18" x 18" x 36". _____

Grade Eight (8) bolts and elastic lock nuts will be used to attach mounting brackets to chassis frame rail. _____

5.31 Conspicuity Enhancement

Each dump body rub-rail and rear shall include conspicuity enhancement. Unless specified otherwise, the enhancement shall be alternating red and white stripes. _____

Enhancement shall provide reflection even in daylight hours. _____

Conspicuity tape will 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; it shall meet all FMVSS 108 requirements. _____

5.32 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 gage 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 pre-wired with 12vdc and activated by key switch. _____

Units shall be delivered with a back up audible alarm to comply with all ANSI, Federal, State and Local standards. _____

COMPLY
YES **NO**

5.33 Trailer Hitch – Pintle Hook

A 1/2 inch formed steel plate, full width of chassis frame rails, with three (3) inch return flange at bottom shall be bolted to chassis frame.

Bottom and side support gussets will be included. Two (2) swivel 3/4 inch cold rolled steel d loops, three (3) inch i.d. minimum, shall be attached to bottom flange.

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

Pintle hook will be 26 inches high on center unless otherwise specified by the City. The pintle hook shall have a minimum of 30,000 pounds towing capacity.

5.34 Wiring

Non-metallic weatherproof seven (7) way and four (4) way trailer sockets 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 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.

5.35 Manual Hydraulic System

The purpose of the hydraulic system is to operate a dump body double acting hoist, single acting plow lift, power angle plow and two-function spreader circuit. System will 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.

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

COMPLY
YES NO

5.36 Pump (Gear)

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

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

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

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

Pump will utilize bushing design and include a SAE B shaft and mounting flange for direct or remote mounting. Four (4) bolt split flange ports will be located on each side to provide hookup of discharge and suction hoses. _____

All cast parts shall be Class Thirty (30) gray iron. _____

Pump bushings will be steel backed bronze with PTFE coating. _____

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

5.37 Drive Line

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

Drive line shall be capable of 130 foot pounds of torque and have 1-3/8 inch diameter solid shaft of 1141 steel. _____

Solid shaft will have sixteen (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 manufacture's recommended procedures. _____

Slip assembly shall provide not less than 2.25 inches of travel. _____

COMPLY
YES NO

5.38 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 will be fitted in counter bores for ease of maintenance and spool operation. All valve sections shall be interchangeable and stackable for ease of add on functions for future hydraulic operations.

A full flow pilot operated screw adjustable relief valve shall 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 shall be used, where required, to protect all static conditions.

The port reliefs shall be preset as required and also incorporate anti-cavitation checks. The control valve shall be designed to accept bonneted housings for sealed cable operation.

All spools will have three (3) position, four (4) way, spring return to center operation, unless required otherwise. 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 shall be post compensated "flow sharing".

5.39 Hydraulic Control Valve Operation

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

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

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

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 three (3) inches and load capacity of 230 pounds pull and 150 pounds push.

COMPLY
YES **NO**

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

Dump body control shall include a neutral lock position.

5.40 Spreader Control System

The spreader control system shall maintain individual adjustable flows to two (2) separate circuits regardless of down stream system pressure.

The spreader system shall be capable of variable signals for proper function.

Excess hydraulic flow will be bypassed to a downstream circuit. Each flow circuit will be completely adjustable and provide positive placement settings as required for desired spreader operation.

The spreader control system shall be located within the cab to provide ease of operation by the operator.

Spreader circuit shall be internally shuttled to provide smooth operation between auger / conveyor and spinner circuits. All plumbing shall be located and shielded to protect cab personnel.

5.41 Oil Reservoir and Accessories

The oil reservoir shall be not less than thirty (30) 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 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.

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.

COMPLY
YES **NO**

Upon start up, hydraulic system shall be operated at maximum flow for not less than fifteen (15) minutes and then have a new filter element installed. Internal painting or galvanizing of reservoir is not acceptable. A spare filter element shall be included with completed unit.

5.42 Hydraulic Hose

All hose and hose ends will 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 will be 100r2; return lines will be 100r1; and suction lines will be 100r4.

Velocity in pressure lines must not exceed twenty (20) feet per second; return lines will not exceed ten (10) feet per second; and velocity will not exceed four (4) feet per second in suction lines.

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

All hydraulic components shall have SAE porting wherever possible.

5.43 Quick Couplers - Stainless Steel

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

All quick couplers will 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 will be attached to mounting bracket via a steel bulkhead fitting which includes a one-piece body having NPT male thread on one end for attaching the quick coupler and a thirty seven degree (37°) JIC male thread on the other end for attaching the hydraulic hose. Pipe nipples welded to a bracket are not acceptable.

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

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 zined and yellow passivated. Temperature range must be -25 degrees (-25°) to +125 degrees (+125°) Celsius.

All pressure ratings will be a minimum of 150 bar for size 32 and include a 1:4 dynamic safety factor and a 1:2 static safety factor.

All couplers will include dust covers made of oil proof pvc to withstand temperatures of -30 degrees (-30°) to +150 degrees (+ 150°) Celsius.

Dust covers will also have an integral retainer strap with loop to prevent loss.

All assemblies will be mounted male / female opposing to prevent improper connection. Both halves of all couplers shall be supplied.

5.44 Transmission Power Take Off

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

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

COMPLY
YES NO

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

5.45 Tarp System

The unit shall be delivered with a Roll-Rite, or approved equal, electric tarp system with aluminum 45 degree (45°) angle arms to match the City's existing fleet. No exceptions.

6.0 SNOW PLOW SPECIFICATIONS

6.1 Construction

Moldboard shall be composed of smooth rolled 3/16" x 36" x 10ft steel plate welded to a minimum of six (6) 1/2" x 4" curved vertical ribs.

The ribs will be plasma cut and tapered, with the top end welded to a 2" x 3" x 3/8" moldboard top angle, and the bottom end welded to a 1" thick steel bottom rib pivot reinforcement.

This pivot reinforcement will be welded to a 4" x 4" x 5/8" bottom angle. The bottom angle will be reinforced with gussets between the cutting edge mount holes.

The moldboard shall have an integral shield, which will constitute the moldboard face extending to approximately nineteen inches (19") forward of the cutting edge at a consistent radius.

Moldboard height shall be thirty-six inches (36") with an eight inch (8") cutting edge and full moldboard trip.

6.2 Circle Pushframe

The pushframe shall consist of a circle frame and pushbeam.

The circle frame will consist of a 3 1/2" x 3 1/2" x 1/2" steel angle rolled in an arc spanning 66 inches, with two (2) support legs each of 3 1/2" x 3 1/2" x 1/2", 27 1/2" long which are welded between the circle frame and the pushbeam.

COMPLY
YES NO

Stop blocks will be positioned on the circle frame to prevent hydraulic over-stressing of the reversing cylinders. To prevent possible “pinching” of hydraulic hoses, stop blocks shall not overhang the circle frame width.

The pushbeam will be composed of 4” x 4” x 3/8” square steel tube, 85 1/2” long. Eight ears of 1/2” thick steel will be welded to the pushbeam for attaching to the moldboard at four (4) of the bottom rib pivot reinforcements.

The ears will be drilled to accept 1 1/4” pivot pins. The A-frame pivot point will be welded to the pushframe, and will consist of a 4” long x 2 1/4” OD x 1 1/4” ID greaseable bushing. The bushing shall be gusseted for additional support.

6.3 A-Frame

The A-frame will be constructed of 4-inch ship channel, welded to a 1” x 5” backplate.

A 5/8” thick top plate welded to the A-frame serves as the circle frame hold-down. Top plate will be plasma cut to conform to the circle frame radius.

The A-frame attaches to the circle assembly with a 1 1/4-inch Grade 5 bolt installed through a 2 1/4-inch OD greaseable bushing, which is welded to the circle pushframe.

6.4 External Compression Trip (2001)

Moldboard trip will be of an external compression spring type. The plow will trip and reset automatically when encountering an obstacle by means of two (2) external compression springs.

Each spring will be 5 5/8” in outer diameter, 23 1/4” long, of 23/32” wire, with a minimum of ten (10) active coils.

The spring assembly will attach to the plow moldboard by means of two (2) each 3/4-inch thick steel ears which will allow the trip mechanism to be set at three (3) different positions.

COMPLY
YES **NO**

The ears are welded to 4" x 3" x 3/8" horizontal angles welded between vertical ribs.

The spring assembly will attach to the circle push-frame on structural steel tubing, which is mounted inside the circle assembly for maximum support. The lower mounting ears will wrap around the back of the tube for maximum support.

6.5 Universal Quick Hitch, Plow Portion

The universal quick hitch plow portion will have two (2) self-aligning receiving jaws, which allow the truck portion when pulling into the plow portion to self align and automatically lock.

The locking devices will be two (2) 1 1/2-inch square hardened steel and shall automatically lock behind the fixed welded pin in the truck lift frame.

The two (2) receiving, self-aligning plow portion jaws will be on approximately 33 1/2-inch centers.

The plow portion of the universal quick hitch will be affixed to the plow so that it allows the plow to crest hills ahead of the front axle and adjusts to right-to-left road contour, thus allowing the cutting edge to move independent of the truck front axle.

6.6 Hydraulics

Plow will be equipped with two (2) each 3" bore x 10" stroke x 2" rod double acting hydraulic reversing cylinders with adjustable vee pack seals and cushion valve.

Hydraulic hoses shall withstand 2000-psi operating pressure and be equipped with quick couplers.

6.7 Paint

The plow shall be sand blasted according to commercial blast cleaning (SSPC-SP 6) to a white metal surface prior to priming and painting.

6.8 Cutting Edge

Standard cutting edges are 1/2" thick x 8" in height, AASHTO (standard highway) punched.

COMPLY
YES **NO**

Bolts will be countersunk in 1 1/16" diameter x 80° holes with 11/16" square punching for 5/8" bolts. Bolt-hole distance from top of cutting edge will be 1 1/2 inches.

6.9 Universal Quick Hitch, Truck Portion w/Tilt Feature

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 will have stationary welded pins of cold rolled steel 1 1/2 inches in diameter.

The lower braces for the lift frame will be 1" x 3" and of adequate length to attach to the chassis above the axle. The same brace will 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 will be one (1) inch cold rolled steel.

The lower braces will attach to the truck chassis by means of a manufactured Z bracket.

The Z bracket will be made of 1/2" x 4" x 6" structural angle. It will be bolted to the truck chassis and welded to the lower brace.

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

7.0 SALT SPREADER SPECIFICATIONS

7.1 General

This specification describes a v-box material spreader capable of hauling and spreading free flowing granular materials from a width of four(4) to forty(40) feet.

This unit will consist of a steel body, discharge/feed necessary to make a complete operating unit.

The manufacturing and production of this unit shall be of the best commercial practices, and only materials of the finest quality are to be used.

COMPLY
YES **NO**

This unit shall be factory ready to accept or retrofit servo controls.

7.2 **Body**

This spreader will be constructed of twelve (12) gauge 304 stainless steel with a double crimped top edge forming a two-inch (2") section for greater rigidity.

The hopper body length will not be less than nine (9) feet with two (2) feet of longitudinal overhung for supporting the spinner assembly.

The hopper will not be more than 82 inches outside width with the overall height not greater than 50 inches.

The capacity of the hopper will be 4.9 cubic yards water level full.

The body sides and ends will be twelve (12) gauge 304 stainless steel and have not less than a forty-five degree (45°) pitch to ensure free flow of material to the conveyor.

The body longitudinals will be manufactured of ten (10) gauge 304 stainless steel and be slotted for easy gearbox /driveshaft removal.

The channel cross sills will be seven (7) gauge 304 stainless steel that ties the lower edge of the longitudinals to each side support.

These cross supports will be wide enough to allow the hopper box to be mounted on various width truck frames or slide into a dump box.

A 4" x 6" formed stainless steel bolt in box beam will be elevated 3 inches above the top edge of the hopper, thus providing a longitudinal brace and hinge point for the top screens.

There will be a 3-inch formed stainless channel welded under the H beam to each hopper side for additional side support.

The body and conveyor will be electrically weld into a rugged solid unit.

COMPLY
YES **NO**

A ten (10) gauge 304 stainless steel 12" x 18" stainless steel feedgate and ruler will be provided at the rear of the hopper to allow for accurate discharge.

The screw type jack with stainless steel crank will be provided and will be self locking.

There will be twelve (12) gauge 304 stainless steel formed side supports that extend the full angle height spaced on two (2) inch centers

A heavy duty 304 stainless steel lift hook will be provided at each corner.

The rear endplate will be reinforced inside and supported outside to give it maximum strength.

All stainless steel joints will be welded with stainless steel welding wire.

All sub-assemblies will be secured with stainless steel hardware.

A mounting kit will be provided to safely secure the hopper to the truck including a tailgate latching system.

7.3 Conveyor

The conveyor system shall be of the barflight type running longitudinally with the body feeding material to the feedgate opening.

The overall conveyor width will not be less than twenty-four (24) inches.

To protect the chain link strands, the top edge of the longitudinals will be formed down over the strands exposing only the drag chain bar to the material.

The conveyor floor will be of the flat design, replaceable, and manufactured of ten (10) gauge 304 stainless steel floor and rollover edges.

The conveyor floor will be supported on twelve (12) gauge 304 stainless steel cross angles spaced approximately twelve (12) inches apart.

COMPLY
YES **NO**

The gearbox will have hardened and ground bronze gears mounted on a 1 1/2-inch diameter drive shaft and supported on tapered roller bearings.

These gears will be machine cut and mounted in anti-friction sealed bearings and running in oil.

The gearbox ratio shall be 25:1.

The drive and idler sprockets will be six (6) tooth drop forged steel sprockets keyed to the 1 1/2-inch diameter drive shaft and 1 1/4-inch diameter idler shaft.

Both the conveyor shafts will have heavy duty, dust sealed, self aligning ball bearings equipped with grease fittings.

A heavy duty spring loaded idler adjustment assembly will provide approximately four (4) inches of adjustment for proper conveyor chain tension.

7.4 Conveyor Chain

The conveyor chain will be heat treated 2.25-inch pitch self cleaning pintle type with 7/16-inch pins, and a tensile strength per strands of 21,000 pounds.

Chain will utilize 1/4" x 1 1/2" x 18 3/4" crossbars welded on both the top and the bottom to every other link making an overall width of 22 inches.

The cross bars will be positioned on approximately 4.5-inch centers.

7.5 Spinner Assembly

The distributor disc will be 18 inches in diameter, made of seven (7) gauge abrasive resistant steel and have six (6) replaceable formed seven (7) gauge carbon steel fins.

This disc will be mounted on a cast iron hub connected directly to the hydraulic motor.

The material will be guided from the conveyor to the distribution disc by means of one (1) ten (10) gauge 304 stainless steel adjustable, internal, material deflector.

COMPLY
YES **NO**

The entire spinner assembly will be manufactured of not less than twelve (12) gauge 304 stainless steel, adjustable in height to accommodate either the slip in v-box or chassis mounted v-box.

There will be a front fixed shield, and three(3) adjustable baffles, which are removable without the use of tools.

7.6 Power Drive

The conveyor chain will be driven through the worm drive gearbox by a low speed, high torque "orbital type" hydraulic motor.

This motor will be directly coupled to the gearbox and protected from the elements by the housing.

The spinner disc will be driven by an independent low speed, high torque "orbital type" hydraulic motor.

This motor will be directly coupled to the spinner hub thus eliminating any extension shaft or bearings.

7.7 Top Screen

The top screens will be constructed of 3/8-inch steel rods welded to form a 2.5-inch square mesh, which is framed by a combination of 1/4" x 1 1/2" flat steel and 2" angle iron with the edge supports reinforced by 1/4" x 1" flat bars.

Top screens shall be removable and use the "Drop and Lock" type hinge. Screens utilizing hardware that may vibrate loose are not acceptable.

7.8 Painting

All stainless steel metal shall be left unpainted. Carbon steel components shall be chemically cleaned and coated with a lead free rust inhibitive primer and painted lead free black enamel.

COMPLY
YES **NO**

7.9 Strobe Light Assembly

Unit will be equipped with a stainless steel light bar mounted on the spreader with stop, turn, tail and strobe lights. All lights will be LED.

An eight (8) foot plug will be attached to the light bar with a seven (7) pin end that will connect to the chassis trailer plug system.

7.10 Leg Stands for Storage of Spreader

The spreader shall come equipped with a storage stand system designed to be bolted or welded directly to the v-box.

This skid type arrangement shall be constructed entirely of structural tubing.

The main frame on which the hopper will mount will be constructed of 3" x 4" x 1/4" tubing.

There shall be sufficient lateral bracing constructed of 3" x 4" x 1/4" tubing to support the hopper.

The forward "leg" will be constructed of 3" x 4" x 1/4" tubing and shall be designed to fold up as the vehicle backs underneath the stand.

Machined steel caster wheels with lubeable bronze bushing bearings will be mounted at the front of the main frame to allow the unit to roll into the vehicle.

Rear "legs" shall be of a self storing telescopic design.

The lower "leg" will be constructed of 3 1/2" x 3 1/2" x 3/16" tubing, and shall telescope inside the upper "leg" that is constructed of 4" x 4" x 3/16" tubing for storage.

The rear "legs" shall extend beyond the spinner assembly to help protect the spinner assembly from accidental damage.

8.0 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.
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. Determination of low bid shall be determined by the audited figure shown on the BID FORM entitled 'Grand Total.' In case of error in the extension of prices, the unit price shall govern.
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.
14. **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).
15. **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.
16. **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.
17. **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.
18. **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.

19. **Brand Names:** The use of the name of a manufacturer, brand, make or catalog designation in specifying an item shall restrict bidders to the manufacturer, brand, make or catalog designation identified, unless qualified by the provision “or approved equal”. If qualified by the provision “or equal” the Brand Names are 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 product offered is an approved equal and acceptable.
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. **Indemnity/Hold Harmless:** The Contractor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the City, its officials, employees, agents, and representatives thereof from any and all losses, damages, claims, fines, penalties, suits, costs, actions, or claims of any kind, including attorney’s fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property which arise out of any violation of law by, and all acts and omissions of the Contractor, the Contractor’s agents, employees, or customers occurring in connection with the products and services covered herein or from

any claims or amounts arising from the violation of any law, bylaw, ordinance, regulation or decree.

The Contractor's indemnification obligation with respect to any and all claims against the City or any of its officers, agents, employees, by any employee or statutory employee of the Contractor, or any of Contractor's subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts the Contractor or Contractor's subcontractor may be liable, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any of Contractor's subcontractors under workers' compensation laws, disability benefit laws or other applicable employee benefit laws.

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 times 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.

SCC 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’ days, from the date of Contractor invoice approval by the City.

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?

City Purchasing Card Yes____ No____

Electronic Funds Transfer 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.

34. **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.

35. **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:

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.

The Contractor will include the provisions of Section a., b., and c. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

36. **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.

37. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.
38. **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.

39. **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.

40. **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.

41. **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.

42. **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.

43. **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.

44. **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 Contract Officer. Violation may result in a determination that your firm is ineligible for an award.

All questions shall be in writing to the Contract Officer shown on the title page of the bid. 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.

45. **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.
46. **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.
47. **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 Purchasing, the contract documents shall control.
48. **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.

49. **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.
50. **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.
51. **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.
52. **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.
53. **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.

54. **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.

55. **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.
56. **Safety:** All Contractors and subcontractors 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.
57. **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.
58. **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 Agreement shall prevail over the terms of the Contractor's agreement in the event of a conflict.
59. **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. Specific Bidder Qualifications may be required for some projects and if so, will be provided by the City.
60. **Disqualification:** 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.
 - Interest by any bidder in more than one bid submitted. 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.
 - The bidder does not meet project-specific requirements, as identified in the Contract Documents.
 - The bidder cannot meet required delivery requirements.

- Prohibited contact with City representatives as restricted herein. (see #45)
 - Bidder is in arrears on taxes or other money owed to the City.
 - Bidder is nonresponsive or nonresponsible.
61. **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.
62. **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 required, 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.
63. **Competition Intended:** It is the City's intent that the Invitation for Bid (IFB) permits competition. It shall be the bidder's responsibility to advise the Buyer 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 Contract Officer prior to the date set for bids to close.
64. **Bid Security:** Each construction bid with a value of greater than one hundred thousand dollars (\$100,000) shall be accompanied with a bid bond equal to five (5) percent of the total amount of the bid, made payable to the City of Suffolk, Virginia. Upon approval of the City Attorney, a Bidder may furnish a personal bond or a bank or savings and loan association's letter of credit on certain designated funds for the amount required for the Bid Security. Such bid security shall be left with the city as a guarantee of good faith on the part of the Bidder that if the bid is accepted, the Bidder shall provide all required submittals and execute the contract.
65. **Default on Taxes:** 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.
66. **Informalities:** The City reserves the right to waive any informality in an otherwise responsive bid by a responsible bidder. There is no requirement that the City make such a waiver if it is deemed in the City's interest to not make such a waiver. No clearly stated requirements of a bid may be waived as an informality.

BID FORM

TO: Purchasing Division
441 Market Street
Suffolk, VA 23434

BID: Dump Truck w/Spreader
and Snow Plow
DUE: September 11, 2013
TIME: 3:00 p.m., local

_____ (Company) quotes firm price, exclusive of all taxes, to furnish and deliver one (1) dump truck mounted with spreader and snow plow 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. Return Specifications Compliance Sheets (Pages 4 – 30) with the bid submittal. Include specifications of equipment offered.

Itemize pricing as requested below:

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

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1 Each	Cab, Chassis and Dump Body MFG/Model _____	\$ _____	\$ _____
1 Each	Sand/Salt Spreader (installed) MFG/Model _____	\$ _____	\$ _____
1 Each	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 4-30)
- _____ Specifications for cab/chassis offered
- _____ Specifications for salt/sand spreader offered
- _____ Specifications for snow plow offered
- _____ Conditions and Instructions (Pages 31-42)
- _____ 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 _____ **Date** _____

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

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

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

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTOR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE CONTRACTOR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR THAT THE CONTRACTOR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
 - A. THE BIDDER, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.
 - C. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
 - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

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

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

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

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

Pursuant to Virginia Code §2.2-4311.2 an Officer/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures establish to implement this section is granted by the City Manager, as applicable.

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

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

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

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

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

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

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

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION