



**INVITATION FOR BIDS (IFB)
INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ)**

ISSUE DATE: January 30, 2008

IFB No. 8067

COMMODITY CODE: 065-75

TITLE: REFUSE TRUCK, AUTOMATED SIDE LOADER

CONTRACT NUMBER _____

ISSUED BY:

City of Chesapeake
Purchasing Division
306 Cedar Road, 5th Floor
Chesapeake, Virginia 23322

USING DEPARTMENT:

City Of Chesapeake
Central Fleet
956 Greenbrier Pkwy
Chesapeake, Virginia 23320

PERIOD OF CONTRACT: FIVE (5) YEARS FROM THE DATE OF AWARD.

SEALED BIDS WILL BE RECEIVED UNTIL 11:00 A.M., **FEBRUARY 19, 2008** For Furnishing The Goods or Services Described Herein And Then Opened In Public. Bidders shall return **TWO (2) SIGNED COPIES OF THE COMPLETE BID.**

ALL INQUIRIES FOR INFORMATION SHOULD BE DIRECTED TO PAT BARBER, CPPB, PROCUREMENT SPECIALIST II. PHONE: (757) 382-6359, FAX: (757) 382-6900; Email: pbarber@CityOfChesapeake.net

All questions must be submitted in writing to the Purchasing Division before 5:00 p.m., **FEBRUARY 11, 2008**. If necessary, an addendum will be done in the form of a facsimile and/or posted on the City website at: www.CityOfChesapeake.net

IF BIDS ARE MAILED, SEND DIRECTLY TO THE PURCHASING DIVISION AT THE ADDRESS SHOWN ABOVE. IF HAND DELIVERED, DELIVER TO: City Hall, Purchasing Division, 306 Cedar Road, 5th Floor, Chesapeake, VA.

IMPORTANT: BIDDERS MUST RETURN THE ENTIRE IFB WHEN SUBMITTING THEIR BID. BIDDERS ARE ALSO CAUTIONED NOT TO MAKE CHANGES TO THE SPECIFICATIONS OF THIS SOLICITATION. THIS MAY RENDER THE BID NON-RESPONSIVE.

THIS SECTION IS TO BE COMPLETED BY THE CITY OF CHESAPEAKE UPON AWARD.

ACCOUNTING AND APPROPRIATION DATA:

ITEM NO: _____ AMOUNT: _____

THIS SECTION IS TO BE COMPLETED BY BIDDER.

NAME AND ADDRESS OF FIRM:

_____ Date: _____

_____ By: _____

(Signature In Ink)

_____ Name: _____

(Please Print)

_____ Zip Code: _____ Title: _____

EMAIL: _____ WEBSITE: _____

FEI/FINT NO: _____ PHONE: _____ FAX: _____

ACCEPTANCE BY THE CITY OF CHESAPEAKE:

NAME: VICTOR WESTBROOK SIGNATURE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE: PURCHASING AND CONTRACTS MANAGER DATE: _____

TABLE OF CONTENTS

Invitation for Bid No. 8067

REFUSE TRUCK, AUTOMATED SIDE LOADER

I.	PURPOSE	3
II.	SCOPE OF WORK	3
III.	PRICING SCHEDULE.....	17

IMMIGRATION AND CONTROL ACT COMPLIANCE

Effective November 9, 2007, all contracts shall contain a certification of compliance with immigration laws. The successful contractor or vendor shall complete the certification before contract award. Failure to provide a notarized certification will render the contract null and void.

"The Immigration Compliance Form included as Attachment A is provided for informational purposes only during the solicitation phase of the procurement. Upon award determination and notification, the winning contractor must complete the form and submit it to the Purchasing and Contracts Manager before an award can be made."

ATTACHMENT A

Certification of Compliance with Immigration Laws and Regulations

APPENDIX A

Section I - Required General Terms and Conditions
Section II - Special Terms and Conditions

- I. **PURPOSE:** The City of Chesapeake is soliciting bids from qualified bidders to establish an Indefinite Delivery/Indefinite Quantity contract for Automated Side Loader Refuse Trucks for the City's Central Fleet.
- II. **SCOPE OF WORK:** The Contractor shall furnish Automated Side Loader Refuse Trucks with a 6x4 Chassis with the following specifications:
 - A. All equipment furnished under this contract shall be new (no used vehicles will accepted).
 - B. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall also be included.
 - C. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship.
 - D. Assemblies, sub-assemblies, and component parts shall be standard and interchangeable throughout the specific current production year model.
 - E. Equipment furnished shall conform to ANSI Safety Standard Z245.1-1999.
 - F. **All steel used in construction of the body must have Engineering Certification paper work, stating abrasion resisting plate rating used in construction of body submitted with this bid.**
 - G. A complete list of filters for chassis and body with OEM part numbers shall be submitted with the MSO, mileage statement, curb weight ticket, and invoice at time of delivery.
 - H. Mechanical lifting device shall be capable of handling 60-110 gallon refuse containers.
 - I. Each unit shall bear the latest applicable official safety State inspection.
 - J. Prior to the line setting of the vehicle by the manufacturer's vendor, the contractor shall meet with the City's Fleet Manager and Fleet Service Coordinator to discuss the components used in the production of the equipment specified.
 - K. As built copies of blueprints, detailed parts list, hydraulic circuitry with various unit number.
 - L. Body shall be capable of compacting and transporting refuse to a landfill or transfer station and unloading by means of dumping refuse out of the rear of the body.
 - M. Within a minimum of three (3) weeks prior to delivery, contractor shall provide to the Fleet Manager or Fleet Service Coordinator in writing the following information:
 1. Vehicle Identification Number
 2. Vehicle Make, Model, and Year
 3. Engine Size and Fuel Type
 4. Vehicle GVW
 5. Projected Delivery Date
 6. Factory Order Number
 - N. New equipment service preparation must be performed by the contractor according to the manufacturer's specifications. Equipment delivered without proper dealer preparation must be picked up within 24 hours and returned back to the City within 72 hours, serviced, and ready for acceptance at no charge to the City.
 - O. All vehicles must be delivered with a full tank of fuel.
 - P. Contractor will be responsible for one OEM chassis training class and one body training class per unit to be set up through the Fleet Service Coordinator for technicians at no cost to the City. The class shall include room and board for the day before class and any other days needed to complete the course. The

City will provide ground transportation within 250 miles. If air transportation is needed, the contractor shall be responsible for flight reservations and payment. Please price separately in option lines.

- Q. Operator training is to be conducted by a factory trained representative for a minimum of two (2) days so we can split crews into smaller classes to be set up by the Fleet Service Coordinator at or before the time of delivery.
- R. Pre-Delivery Inspection shall be set up by the contractor to take three (3) City representatives to the factory after the first unit is ready for inspection. This trip shall be at no cost to the City of Chesapeake and will not be constituted as acceptance of the unit. The final acceptance for the unit will be made upon delivery of the unit at designated location and meeting all required specifications.
- S. Bidders shall complete every space in the "MEETS SPECIFICATION" column. If the item being bid is exactly as specified, place an "X" in the "YES" box. If "NO", complete "DEALER SPECIFICATION" and describe the deviation from "CITY SPECIFICATIONS" supplied. All dimensions are for reference and variations should be noted.

1. Automated Side Loader with the following specifications:

DESCRIPTION	CITY SPECIFICATION	MEETS SPECIFICATIONS	DEALER SPECIFICATION
CAPACITY	Packer body shall have a capacity, excluding the receiving hopper of no less than 31 yards.	Yes ____ No ____	
	Hopper shall have a minimum capacity of 4.4 cubic yards.	Yes ____ No ____	
BODY DIMENSIONS	Overall body dimensions shall meet all Federal and State regulations.	Yes ____ No ____	
BODY	Body shall be designed and built to meet or exceed accepted body builder standards and shall be constructed in a manner to reduce overall number of body parts. All welds shall be a continuous waterproof weld on both the inside and outside of every seam and joint.	Yes ____ No ____	
	Body long member shall be minimum seven (7) gauge, 50,000 PSI minimum yield formed section.	Yes ____ No ____	
SIDES	Body side minimum shall be 11 gauge AR200 steel sheet	Yes ____ No ____	
	Body side bolsters shall be a five (5) inch by three (3) inch box shaped formed channels fully welded to body side sheets.	Yes ____ No ____	
FLOOR AND UNDERSTRUCTURE	Body floor shall be a minimum ten (10) gauge AR200 steel sheet	Yes ____ No ____	
	Body floor cross members shall be a five (5) inch by three (3) inch box shaped formed channels of 11 gauge 50,000 PSI minimum yield steel.	Yes ____ No ____	
	Body cross members shall be interlaced through the body long members to provide full support to the floor.	Yes ____ No ____	

ROOF	Roof shall be a minimum 11 gauge AR200 steel	Yes ____ No ____	
	Roof reinforcement shall be a five (5) inch by three (3) inch box shaped formed channels interconnected to body side bolsters.	Yes ____ No ____	
HOPPER	Hopper sides shall be a minimum 3/16 inch AR200 steel sheet.	Yes ____ No ____	
	Hopper floor shall be 3/16 inch with GRD 50	Yes ____ No ____	
	Wear area ¼ inch AR Hardox 400	Yes ____ No ____	
	Hopper shall be designed to properly handle 60 through 110 gallon containers.	Yes ____ No ____	
SIDE ACCESS DOOR	Side access door shall be located at the front street side of the body with a minimum opening of 30 inches by 30 inches. An electrical interlock shall be provided to halt or prevent packer panel motion whenever the side door is open. Steps and grabs shall be provided to assist access entry.	Yes ____ No ____	
HOPPER OBSERVATION OPENING	The front of the hopper shall have an observation opening of approximately 12 inches by 17 inches curb side, and 23 inches by 29 inches street side covered with metal.	Yes ____ No ____	
	A cleanout tool is to be mounted on the curbside of the body to aid in cleaning out of trash.	Yes ____ No ____	
PACKING MECHANISM	A hydraulically actuated packer traversing a minimum of 54 inches of the body shall clear the hopper of material with a maximum cycle time of 14 seconds with an empty body. A pressure switch shall automatically reverse the packing cycle and return the packing panel to the front head.	Yes ____ No ____	
	The packing panel shall be a minimum of 3/16 inch AR200 steel, 75,000 PSI yield, and reinforced with box braces.	Yes ____ No ____	
	The packing panel cylinder housing and guidance system shall be a minimum of 10 inches by 14 inches by 5/16 inch box section and shall be welded to the packing panel. The packer shall have bolt on wear bars that include wear strips with a hardness of 360 BHN.	Yes ____ No ____	
	A "T" shaped track shall be welded to the hopper and body floor to form the packer guide track.	Yes ____ No ____	

	A spill shield of 11 gauge, 50,000 PSI minimum yield steel, shall be affixed to the top of the packing panel guided by a track on the side of the hopper to prevent refuse from falling behind the packing panel.	Yes ____ No ____	
	The packer shall be reinforced with a combination of structural member for maximum rigidity.	Yes ____ No ____	
	The packer shall be hydraulically actuated by a single double acting cylinder with 4 ½ inch bore by 3 inch diameter chrome plated rod by 55 inch stroke.	Yes ____ No ____	
	“Extend” or “retract” push buttons shall be furnished giving the operator complete control of packer panel movements in either direction.	Yes ____ No ____	
	An emergency on/off button shall be provided to stop packer panel movement during extend or retract cycles.	Yes ____ No ____	
BUSTLE TAILGATE	Tailgate shall be one (1) piece; top hinged and shall open approximately 55 degrees above horizontal.	Yes ____ No ____	
	Tailgate rear panel shall be constructed of a minimum 1/8 inch AR450.	Yes ____ No ____	
	Tailgate side panels shall be constructed of a minimum 1/8 inch, AR450.	Yes ____ No ____	
	Tailgate shall have a minimum capacity of three (3) cubic yards.	Yes ____ No ____	
	A heavy duty rear door positive seal of rubberized gasket material shall be installed the full length of the bottom and, a minimum 24 inches up the side of the tailgate to prevent leakage.	Yes ____ No ____	
	Tailgate shall be unlocked, raised, closed, and locked with two (2) double acting 2.5 inch bore by 1.5 inch diameter chrome plated rod by 38 inch stroke hydraulic cylinders. An orifice fitting shall be located in the cylinder base end fitting to prevent the rapid descent of the tailgate in the event of hydraulic failure.	Yes ____ No ____	
	Tailgate shall be unlocked, raised, closed, and locked with a dual push button control for safety located in the cab.	Yes ____ No ____	
	An in-cab mounted light and audible alarm shall be provided to indicate that the tailgate is not fully closed	Yes ____ No ____	

	and locked.		
LIFTING MECHANISM	Lift shall be of box type frame construction from ¼ inch, 80,000 PSI minimum yield steel and all high cycle pivot points except grabber pivots of two (2) inch diameter or greater shall be line bored.	Yes ____ No ____	
	The lifting mechanism shall be capable of lifting containers ranging from 60-110 gallons at level, or 16 inches below level container placement, and shall be capable of extending, grabbing, raising, dumping and returning a container from any position without the need to "retract" the lift arm, and shall perform the following lift cycle functions in eight (8) to ten (10) seconds at engine idle: a. Reach to container b. Grab the container c. Lift the container to the full dump position d. Lower the container to the full down position e. Release the grabbers from the container f. Reach retract to body	Yes ____ No ____	
	The lifting capacity shall be limited to 750 pounds at the full reach extension to minimize high over turning loads on the truck chassis. The lifting capacity shall progressively increase as the reach decreases to achieve a 2000 pound lift at one (1) foot reach.	Yes ____ No ____	
	Lift shall have a minimum reach of 108 inches.	Yes ____ No ____	
	Lifting mechanism shall be powered by hydraulic cylinders with cushions at each end of the stroke. The lift cylinders shall have hardened and chrome plated rods.	Yes ____ No ____	
	Lifting mechanism shall have changeable grabbers and ability to articulate up to 8 feet left and right.	Yes ____ No ____	
	The lift mechanism shall have a memory that allows the container to return to its precise original location.	Yes ____ No ____	
	Lifting mechanism shall be within the 96 inch road limit in the down and stowed position with a minimum 10 inch ground clearance.	Yes ____ No ____	
	The dump arm shall support two (2) grabbers and the grabbers shafts shall be manufactured from fatigue	Yes ____ No ____	

	proof steel. Guides shall provide positive alignment and positioning. The grabber gearing shall be machined for smooth operation and minimal wear; grabber pivots shall be serviceable and of a design to reduce wear.		
	Lift will have the ability to dump at anytime during packing cycle without allowing trash behind blade.	Yes ____ No ____	
	Contactor shall guarantee availability of all parts for each lift unit assembled by the contractor, for the service life of each corresponding truck and delivery of any replacement part shall be within 48 hours of request. All parts shall be the same or equal to the original and shall not require any modification to install such part.	Yes ____ No ____ Yes ____ No ____	
BODY HOIST	The body shall be raised and lowered by two (2), 4 inch bore x 56 inch stroke, single acting two (2) stage telescopic cylinders. The body shall achieve a dump angle of approximately 30 degrees and be lowered by gravity.	Yes ____ No ____	
	Cylinder design shall include an orifice fitting in the base port which shall prevent the rapid descent of the body in the event of a hydraulic failure.	Yes ____ No ____	
	The hoist cylinders shall be mounted outboard of the chassis frame with a 2 ½ inch solid through shaft.	Yes ____ No ____	
	Two (2) interconnected tubular aluminum body props shall be provided to support the empty body in a partially raised position for servicing the unit. When the props are released and the body is raised, the props shall automatically position themselves in the support pockets. The props shall have a 2 inch through shaft hinge and shall be secured under the body by a positive type chain lock.	Yes ____ No ____	
HYDRAULICS	The maximum operating pressure of the system shall be 3000 PSI.	Yes ____ No ____	
	The pump shall be a commercial pump producing 35 GPM at 800 RPM operating speed. The lift and packer shall be provided hydraulic fluid by a parallel power-beyond valve. The lift and packer shall share the hydraulic fluid.	Yes ____ No ____	

	The lift hydraulics shall operate at a working pressure of 2300 PSI.	Yes ____ No ____	
	The body hydraulics shall operate at a working pressure of 2500 PSI.	Yes ____ No ____	
	All hydraulic tubes shall be securely clamped to prevent vibration, abrasion, and excessive noise.	Yes ____ No ____	
	All hydraulic hoses shall conform to SAE standards for designed pressure. Bends shall not be greater than recommended by SAE standards. Flat spots in hoses shall not be acceptable.	Yes ____ No ____	
	Hydraulic oil reservoir shall have a minimum capacity of 50 gallons filled with hydraulic fluid. Shut off valves for servicing unit are to be installed on supply and return lines.	Yes ____ No ____	
	Tank shall be complete with a screened fill pipe and cap, filter breather, clean out cover, and oil level sight and temperature gauge.	Yes ____ No ____	
	Hydraulic system shall be protected by a six (6) micron in tank return line filter along with a 100 mesh (140 micron) reusable oil strainer in the suction line.	Yes ____ No ____	
	Return line filter shall also include an in-cab filter bypass monitor which shall alert the operator or service personnel when the filter is in need of replacement.	Yes ____ No ____	
	Hydraulic pump shut down system shall also be included which shall prohibit prolonged operation of the hydraulics when the filter is in the bypass mode.	Yes ____ No ____	
	Hydraulic system shall operate at an acceptable temperature without the need for external hydraulic oil cooling devices.	Yes ____ No ____	
	Quick disconnect fittings shall be provided so that a pressure gauge can be easily connected without the use of tools or the need to remove hydraulic fittings.	Yes ____ No ____	
	All ¾ and 1 inch pressure hoses shall be four (4) spiral wire SAE 100R-9 type.	Yes ____ No ____	
	All hoses shall be covered with fiber-guard hose covering where necessary to prevent chafing.	Yes ____ No ____	
LUBRICATION	All body hinges, cylinder rod ends, cylinder base and high cycle pivot points shall be supplied with grease fittings.	Yes ____ No ____	

CONTROLS	Lift controls shall be electric/air/hydraulic and located in the cab convenient to the operator.	Yes ____ No ____	
	Lift controls shall be a Parker ITT joy stick design. Each control shall be properly labeled and indicate the direction of travel as follows: 1.) Reach (extend-retract) (in-out) 2.) Grab (grab-release) 3.) Raise (arm up-arm down) (lift-lower)	Yes ____ No ____	
	Lift controls shall be self-centering type, returning to the neutral position when released. Operating the lift controls while packing shall reverse and return the packer to the start position.	Yes ____ No ____	
	Packer push button controls shall be electrical over hydraulic and located in the cab convenient to the operator. Separate push buttons shall be provided for "Pack" and "Retract" to provide complete packer panel movement control in either direction. Pushing the "Pack" button shall automatically extend and retract the packer panel for a complete cycle.	Yes ____ No ____	
	Tailgate raise and lock control shall be dual push button electric over hydraulic.	Yes ____ No ____	
ELECTRICAL	A PLC (Programmable Logic Controller) electronic controls center shall be provided to monitor system functions. The PLC shall be installed inside the truck cab and shall possess self diagnosing error codes which identify the trouble source. Both audio and LED outputs must be made available to aid in locating trouble source.		
	All electrical wiring connectors shall be automotive double seal with wiring in split convoluted loom. All wiring connections shall be soldered with rubber molded covering or crimp type connectors with shrink wrap. Unprotected wiring in any application shall be unacceptable		
	System interlocks shall be included to prevent: 1.) Packer panel movement when the hopper side door is open 2.) Opening the grabbers while the	Yes ____ No ____	

	lift arm is in the dump position 3.) Raising the lift arm if the packer panel is not fully retracted 4.) Raising the lift arm with grabbers open or not enough grip pressure on the container		
	All switches not manually operated shall be proximity in type. Mechanical switches are not acceptable.		
LIGHTING	All lights shall be LED and recessed into the tailgate with the lens flush with the outer skin. Minimum 7-diode tail light and 2-diode clearance. All clearance, backup and directional lights shall be shock mounted in a protective housing. All lights shall meet State of Virginia lighting and reflector requirements.	Yes ____ No ____	
	All lights shall be provided in accordance with FMVSS #108, plus a center brake light on the rear.	Yes ____ No ____	
	A Peterson Smart Light Package with 7 inch rear mounted LED amber strobe warning system shall be mounted in the rear of the tailgate with alternating patterns and to run whenever the vehicle is decelerating or stopped. System shall deactivate when parking brake is applied.	Yes ____ No ____	
	A turn signal lamp shall be mounted in the center of the body on both sides.		
LUB CHART	Grease fitting chart (decal) to be located on side of unit to show where all fittings are located on arm and body.		
REAR UNDER RIDE GUARD	The body shall be equipped with a rear under ride guard as standard equipment to meet Feral Motor Carrier Safety Regulation #49CFR393.86.		
PAINTING	The entire body shall be properly cleaned of all dirt, grease, and weld slag. Cleaning shall be in keeping with accepted industry practices.		
	Two (2) coats of self etching primer shall be applied		
	A top coat finish shall be white acrylic urethane enamel to match the cab.		

2. Truck, 6x4 Chassis with the following specifications:

DESCRIPTION	CITY SPECIFICATION	MEETS SPECIFICATIONS	DEALER SPECIFICATION
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DIMENSIONS	WB = As needed by body company AF = As needed by body company		Provide: WB _____ CA _____ Overall _____
FRAME RAILS	Heat Treated Alloy Steel 120,000 PSI with 3.1 million RBM rating	Yes ____ No ____	
	All cross-members shall be installed with Huck fasteners	Yes ____ No ____	
BUMPER FRONT	Steel, Swept Back	Yes ____ No ____	
FRONT AXLE	I-beam type, 20,000 pound capacity	Yes ____ No ____	
	Shock absorbers, front axles 20,000 pound capacity	Yes ____ No ____	
	Suspension, front, spring Multi-leaf, Shackle Type; 20,000 pound capacity	Yes ____ No ____	
BRAKES	Brake system - air dual system for straight truck applications Includes: Air compressor air supply line through air cleaner. Brake chambers, spring four (4) rear parking Dust shields, rear brake Dust shields, front brake Slack adjusters, front and rear automatic Frame mounted Bendix AD-9 Air dryer Parking brake valve color-coded yellow knob, located on instrument panel Spring brake modulator valve Gauge, air pressure located in instrument cluster air 1 and air 2 gauges.	Yes ____ No ____	
	Brake lines color coded nylon, must have the ability to trace lines throughout there run. Lines must be mounted away from frame on studs to aid in the prevention of trash build up and chafing	Yes ____ No ____	
	Drain valve shall be piped and mounted below the battery box with a blade valve for easy tank draining, mount all tank drains together with open access.	Yes ____ No ____	
	Front brakes cam 16.5 inch x 6 inch "Q" plus, includes 24 sq. in. long stroke chambers.	Yes ____ No ____	
	Rear brakes cam 16.5 inch x 7 inch "Q" plus; Includes MGM TR3030 Long Stroke Brake Chamber and Heavy Duty Spring Actuated Parking Brake	Yes ____ No ____	
	Air compressor with a minimum 15.9 CFM	Yes ____ No ____	
AIR BRAKE ABS	Anti-Lock Brake System with Full Vehicle Wheel Control System (minimum 4-Channel).	Yes ____ No ____	

STEERING	Must have right hand Steering (may be right hand only)	Yes ____ No ____	
	Unit may have dual steering stations, if so, must have throttle pedals, brake pedals and turn signals with dual dash instrumentation including speedometer, one (1) at each operator's station. Cross-shafts not permissible.	Yes ____ No ____	
	Tilting and Telescopic column	Yes ____ No ____	
	2-spoke steering wheel, 18 inch diameter, black	Yes ____ No ____	
EXHAUST SYSTEM	Single, vertical with painted stack, right hand side includes tail pipe guard, muffler; exhaust height 12 feet with turn out.	Yes ____ No ____	
ELECTRICAL SYSTEM	12-Volt, Standard Equipment Includes: Battery box: Steel with Fiberglass Cover; Mounted on outside of rail behind cab. Turn signal switch: Self-Canceling, Headlight Dimmer (with Flash-To-Pass Feature) Headlights - four (4) Sealed Beam Halogen, 5 inch x 7 inch Rectangular, with Chrome Plated Bezels Parking light: Integral with Front Turn Signal Rear Tail Light All LED lights minimum 7-diode Tail lights: Stop, turn, tail & b/u lights with Reflector All LED lights Front turn signal: Flush Mounted Include Reflectors and Auxiliary Side Turn Signals, Solid State Flashers Data link connector in Cab for Vehicle for Programming and Diagnostics Windshield wipers Single Motor, Electric, Cowl Mounted Wiper switch: 2-Speed Integral with Turn Signal Switch with Wash and Intermittent Feature.	Yes ____ No ____	
	Daytime running light	Yes ____ No ____	
	Power Point for Cell Phone in place of Cigar Lighter.	Yes ____ No ____	
	12-Volt 200 Amp Alternator	Yes ____ No ____	
	Body builder wiring: back of cab at frame with power distribution module. Includes sealed connectors for Tail/Amber Turn/Marker/Backup/Accessory Power/ Ground and sealed connector for Stop/Turn.	Yes ____ No ____	
	Battery system – three (3) Maintenance-Free 12-Volt 3300CCA total. A cut off switch shall be mounted next to battery box.	Yes ____ No ____	

	Radio-OEM- AM/FM single CD Stereo, with Clock, Includes Multiple Dual Cone Speakers	Yes ____ No ____	
	Starting motor: 12-Volt with Thermal Over-Crank Protection.	Yes ____ No ____	
	Circuit breakers: Auto-Reset (Main Panel) Replaces All Fuses Except For 5-Amp Fuses.	Yes ____ No ____	
	Gauge cluster English with English Electronic Speedometer, Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic). Includes: Odometer display: Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout Warning system: Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)	Yes ____ No ____	
HORN	Air horn dual, Air Solenoid Operated, Mounted behind grill or approved equal	Yes ____ No ____	
	Single electric horn in steering wheel	Yes ____ No ____	
CAB FENDERS	Fender extensions: Injection Molded TPO.	Yes ____ No ____	
ENGINE	DIESEL: Minimum 365 hp with 1250 lb-ft torque at 1300 RPM Engine Includes: Engine shut down in ten (10) minutes idle timer Cruise control electronic Engine shutdown electric, key operated Governor road speed, electronic Engine oil drain plug magnetic Oil filter, engine spin-on type fan optimized position	Yes ____ No ____	
FAN	Automatic On/Off type control with normally closed temperature control; use with Diesel Engine Manual override switch Includes: Nylon fan	Yes ____ No ____	
RADIATOR	Largest that OEM has for chassis; With Transmission Cooler and Charge Air Cooler. Includes: Antifreeze long life coolant -40f (-40c) Over-flow system with polypropylene tank Radiator hoses: premium, rubber Bug screen mounted behind grill	Yes ____ No ____	
TRANSMISSION	Automatic, Allison HD 4500 RDS, Close Ratio, 6-Speed with PTO Gear Includes: Transmission oil pan Magnet in Oil	Yes ____ No ____	

SEAT	Driver: National Air Suspension, High Back With Integral Headrest, Vinyl, Isolated, With two (2) Position Front Cushion Adjustment, 6 to 17 Degree Seat Back Adjustment, Air Lumbar Support Includes: Seat belt 3-Point, Lap and Shoulder Belt Color Bright Orange	Yes ____ No ____	
	Passenger: National Non-Suspension, High Back With Integral Headrest, Vinyl, With Fixed Back Includes: Seat belt 3-Point, Lap and Shoulder Belt Color Bright Orange	Yes ____ No ____	
MIRRORS	Two (2) power, heated rectangular, 7.44 inch x 14.84 inch, Brackets Breakaway Type with 102 inch wide spacing with 7.44 inch sq. Convex Both Sides or approved equal	Yes ____ No ____	
CLIMATE CONTROL	Air conditioner with integral heater & defroster Includes: Fresh air filter Heater hoses – premium with shut off valves inlet and outlet	Yes ____ No ____	
WHEELS	Front disc; 22.5 inch Painted Steel, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 9.00 DC Rims; With Steel Hubs Includes: Wheel seals, front Oil Lubricated, Includes Wheel Bearings	Yes ____ No ____	
	Rear dual disc; 22.5 inch Painted white Steel, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs Includes: Wheel seals, rear Oil Lubricated, Includes Wheel Bearings	Yes ____ No ____	
	Rims to have a minimum 20,000 pound rating		
TIRE	Eight (8), Rear 11R22.5 (MICHELIN XZU 3), Load Range H	Yes ____ No ____	
	Two (2), Front 315/80R22.5 (MICHELIN XDY3), Load Range L	Yes ____ No ____	
MAINTENANCE	Unit shall be delivered with a complete set of OEM filters (all air filters, oil, fuel, water, transmission and hydraulic). These filters will be used on the performance of our PM inspections.		
SAFETY ITEMS	Backup alarm (90 decibels)	Yes ____ No ____	
	First aid kit shall be mounted inside the cab. Safeware #SWI6824CC. Point of contact is Brian Foxwell, phone 757-382-3383.		
	20 pound Fire extinguisher shall be mounted on each side of the unit in accordance with applicable National Fire Protection	Yes ____ No ____	

	Association (NFPA) requirements.		
COLOR	Exterior - White Interior - Graphite		
KEYS	Four (4) sets		
EQUIPMENT	All standard; no deletions		
OPERATOR'S MANUALS	Two (2) copies for each component for each truck		
CAMERA SYSTEM	Safety Vision Three camera system mounted on Rear, Hopper and Left mirror to see left side, with one (1) monitor mounted in center of cab to be view from left or right side. Contact 800.880.8855, or email at email@safetyvision.com		

III. **PRICING SCHEDULE:**

A. Refuse Truck

DESCRIPTION	COST PER UNIT	QUANTITY (5 YEARS)	TOTAL EXTENDED COST
6 x 4 Chassis: Year: _____ Make: _____ Model: _____		15	
Automated Side Loader: Brand Name: _____ Model: _____		15	
		TOTAL	\$

B. Option: (to be priced separately):

DESCRIPTION	CITY COST PER UNIT
GPS Fleet Solutions – Checkmate System, Model GOV-AD1-Kit 3 with key, shipped loose. This is a passive system to be installed on this vehicle by the City's Central Fleet. GPS Fleet Solutions point of contact is Michelle Nunemaker – 813-600-1738 x303 City of Chesapeake account # 258963	
PART'S MANUALS For each component.	
SERVICE MANUALS For each component.	
ENGINE DIAGNOSTIC Contractor shall supply diagnostic tools to obtain DTC's. (If computer based all appropriate software and cabling)	
ADDITIONAL ENGINE OIL FILTRATION with the use of a Spinner II	

Model 960	
ENGINE OIL SAMPLING A pushbutton shall be installed on right frame rail in front of the right shock (i.e. Checkfluid KP pushbutton), sample to come from oil filter head after pump and prior to filter (http://www.checkfluid.com) Toll-Free 1-866-652-8728 Phone 1-519-652-6373 Fax 1-519-652-0392	
TRANSMISSION DIAGNOSTIC Contractor shall supply diagnostic tools to obtain DTC's. (If computer based all appropriate software and cabling).	
AIR BRAKE ABS DIAGNOSTIC Contractor shall supply diagnostic tools for the repairs to ABS system. (If computer based all appropriate software and cabling).	

C. Pricing for needed repairs at authorized dealer and parts:

Labor rate per hour:

Chassis: \$ _____

Body: \$ _____

Parts at National List Price less _____ %

D. Warranty: (Copies of warranties must be included with bid)

1. Two (2) Years Parts and Labor:

Chassis: \$ _____

2. Two (2) Years Parts and Labor:

Body: \$ _____

3. Extended Warranty: Chassis - Looking for maximum years with low mileage

_____ years / _____ miles: \$ _____

_____ years / _____ miles: \$ _____

4. Extended Warranty: Body

_____ Years: \$ _____

_____ Years: \$ _____

5. Body Cylinder Extended Warranty (5 Years or better):

_____ Years: \$ _____

ATTACHMENT A

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall include a sworn certification by the contractor or vendor of compliance with all federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly this certification shall be completed and attached to all contracts and agreements for goods and services made by the City of Chesapeake or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void.

Type or print legibly when completing this form.

Legal Name of Contractor or Vendor:

(Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID Number.)

Type of Business Entity:

Sole proprietorship (Provide full name and address of owner):

Limited Partnership (Provide full name and address of all partners):

General Partnership (Provide full name and address of all partners):

Limited Liability Company (Provide full name and address of all managing members):

Corporation (Provide full name and address of all officers):

Doing Business As:

If Applicable (Note: This is the name that appears on your invoices but is not used as your reporting name.)

Name and Position of Person Completing this Certificate:Physical Business Address:Primary Correspondence Address (If different from physical address):Number of Employees:Are all Employees Eligible for Employment in the United States?

Under penalties of perjury, I declare on behalf of the contractor/vendor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the contractor's/vendor's employees are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the contractor/vendor shall use due care and diligence to ensure that all employees hired in the future will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this ____ day of _____, 200_ on behalf of

_____ as evidenced by the following signature and seal:
(name of contractor/vendor)

Name of Contractor/Vendor: _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

COMMONWEALTH OF VIRGINIA:
 CITY OF CHESAPEAKE, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by
 _____.

Notary Public

Registration No.: _____

My commission expires: _____

APPENDIX A SECTION I

REQUIRED GENERAL TERMS AND CONDITIONS GOODS AND NONPROFESSIONAL SERVICES

- A. *VENDORS MANUAL*
- B. *APPLICABLE LAWS AND COURTS*
- C. *ANTI-DISCRIMINATION*
- D. *ETHICS IN PUBLIC CONTRACTING*
- E. *IMMIGRATION REFORM AND CONTROL ACT OF 1986*
- F. *DEBARMENT STATUS*
- G. *ANTITRUST*
- H. *MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS*
- I. *CLARIFICATION OF TERMS*
- J. *PAYMENT*
- K. *PRECEDENCE OF TERMS*
- L. *QUALIFICATIONS OF BIDDERS OR OFFERORS*
- M. *TESTING AND INSPECTION*
- N. *ASSIGNMENT OF CONTRACT*
- O. *CHANGES TO THE CONTRACT*
- P. *DEFAULT*
- Q. *TAXES*
- R. *USE OF BRAND NAMES*
- S. *TRANSPORTATION AND PACKAGING*
- T. *INSURANCE*
- U. *ANNOUNCEMENT OF AWARD*
- V. *DRUG-FREE WORKPLACE*
- W. *NONDISCRIMINATION OF CONTRACTORS*
- X. *TERMINATION OF CONTRACT*
- Y. *COOPERATIVE PROCUREMENT*

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations. This solicitation is also governed by provisions of the City of Chesapeake Ordinance on Procurement and any revisions thereto, which is hereby incorporated into this contract by reference. Contact the Purchasing Division at (757) 382-6359, for more information or to review the Chesapeake Procurement Ordinance.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) 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 the provisions in 1. and 2. below apply:

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) 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.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Chesapeake all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Chesapeake under said contract.
- H. **MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs :**
 1. **(For Invitation For Bids):** Failure to submit a bid on the official City form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
 2. **(For Request For Proposals):** Failure to submit a proposal on the official City form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the Purchasing and Contracts Manager no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Division.

- J. **PAYMENT:**
 1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the City contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which City department is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve a department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
 2. **To Subcontractors:**
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the department and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

- K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Division may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Division a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Division's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Division with all vouchers and records of expenses incurred and savings realized. The Purchasing Division shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Division within thirty (30) days from the date of receipt of the written order from the Purchasing Division. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Division or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.
- Q. **TAXES:** Sales to the City are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The City's excise tax exemption registration number is 54-072-1442.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the City, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The City of Chesapeake must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
 4. Automobile Liability - \$500,000 - Combined single limit. (Only used if motor vehicle is to be used in the contract.)
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the Purchasing Division will publicly post such notice on the City's website (www.CityOfChesapeake.net) for a minimum of 10 days.
- V. **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 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.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability, or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the City shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **TERMINATION OF CONTRACT:** The City may terminate the contract for cause or for convenience after giving thirty (30) days notice in writing to the Contractor. The written notice shall include a statement of reasons for the termination.

Termination for Cause: If the Contractor should breach the contract or fail to perform the services required by the contract, the City may terminate the contract for cause by giving written notice or may give the Contractor a stated period of time within which to remedy its breach of contract. If the Contractor shall fail to remedy the breach within the time allotted by the City, the contract may be terminated by the City at any time thereafter upon written notice to the Contractor or, in the alternative, the City may give such extension of time to remedy the breach as the City determines to be in its best interest. The City's forbearance by not terminating the contract for a breach of contract shall not constitute a waiver of the City's right to terminate nor acquiescence in future act or omissions by the Contractor of a like nature. If the contract is terminated for cause, breach of contract or failure to perform, the Contractor may be subject to a claim by the City for the costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the contract.

Termination for Convenience: The contract may be terminated by the City in whole or in part for the convenience of the City without a breach of contract by delivering to the Contractor a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination. Upon receipt of such a notice of termination, the Contractor must stop work, including but not limited to work performed by subcontractors and consultants, at such time and to the extent specified in the notice of termination.

If the contract is terminated in whole or in part for the convenience of the City, the Contractor shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the contract which were terminated. The Contractor will be compensated for reasonable costs or expenses arising out of the termination for the convenience of the City for delivery to the City of all products of the services for which the Contractor has or will receive compensation.

Delivery of Materials: Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver to the City all products of the services for which the Contractor has been or will be compensated. Unless otherwise agreed to in writing, the Contractor shall deliver the materials to the city within 30 days of the Notice of Termination of the Contract. Failure to do so may result in action for "breach of contract" or "failure to perform".

Compensation Due the Contractor: Upon such termination, the Contractor shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on

the Contractor providing the required project material to the City. Said fees which have been earned shall be billed to the City in accordance with the normal billing process, but in no case later than 60 days after the last work is performed. Any termination by the City for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of the City.

The Contractor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid. All payments due the Contractor under this contract are subject to appropriation by the Virginia General Assembly and Chesapeake City Council.

- Y. **COOPERATIVE PROCUREMENT**: Any resultant contract of this solicitation may be extended to any public agency or body in the Commonwealth of Virginia to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, conditions, and specifications of this bid. The contractor shall deal directly with each public agency or body in regard to order placement, delivery, invoicing, and payment.

APPENDIX A SECTION II

SPECIAL TERMS AND CONDITIONS GOODS AND NONPROFESSIONAL SERVICES

1. ADVERTISING
 2. AVAILABILITY OF FUNDS
 3. AWARD OF CONTRACT
 4. AWARD TO MULTIPLE BIDDERS
 5. BID ACCEPTANCE PERIOD
 6. BID PRICES
 7. DELIVERY
 8. FINAL INSPECTION
 9. METHOD OF ORDERING
 10. IDENTIFICATION OF BID/PROPOSAL ENVELOPE
 11. LIQUIDATED DAMAGES
 12. MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING
 13. NEGOTIATION WITH THE LOWEST BIDDER
 14. PRODUCT INFORMATION
 15. PRICE ESCALATION
 16. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES
 17. REFERENCES
 18. WARRANTY (COMMERCIAL)
1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the City of Chesapeake will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the City of Chesapeake or any department or agency of the City has purchased or uses its products or services.
 2. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
 3. **AWARD OF CONTRACT:** The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the City. The award or awards will be made to the lowest responsive, responsible bidder or bidders as applicable. A Vehicle Life-cycle Cost Analysis Program worksheet from NTEA may be used to aide in final award.
 4. **AWARD TO MULTIPLE BIDDERS:** The City of Chesapeake reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The City reserves the right to conduct any tests it may deem advisable and to make all evaluations. The City also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
 5. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
 6. **BID PRICES:** Bid shall be in the form of a firm unit price.
 7. **DELIVERY:** Delivery of unit shall be inside delivery, F.O.B. City of Chesapeake. Delivery shall be coordinated through the Fleet Service Coordinator at 757-382-3378 with a minimum of 48 hours advance notice. Delivery hours are between 7:30 a.m. and 3:30 p.m. with no deliveries between 11:00 a.m. and 1:00 p.m. This may be a factor in award if equipment cannot be obtained in a timely manner.

_____ days

8. **FINAL INSPECTION**: The contractor shall demonstrate to the authorized City employee that the unit is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work. Sixty (60) days after delivery, the contractor's service personnel shall make a field inspection of the unit to insure proper operation and condition.
9. **METHOD OF ORDERING**: The City of Chesapeake is issuing this solicitation in cooperation with all departments and agencies. Requirements of all departments or agencies have been combined, and the total estimated usage is shown within this solicitation. The Purchasing and Contracts Manager is responsible for administering the program; therefore, correspondence should be directed to the Purchasing Division. The contractor shall provide a volume purchase report prior to contract expiration or renewal.
1. Any supplies and services over \$5,000.00 to be furnished under this contract shall be ordered by the issuance of delivery orders by Authorized Users designated at the time of award.
 2. All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
 3. If mailed, a delivery order is considered issued when the City deposits the order in the mail. The Authorized Users may issue orders orally, by facsimile, or by electronic commerce methods.

For orders under \$5,000.00 a delivery order is not required; however, contractors shall accommodate the use of authorized Visa cards issued by the City's Purchasing and Contracts Manager.

For orders over \$5,000.00, a delivery order is required to be issued by the Purchasing Division citing this contract. The Purchasing Division, within 10 days following award of the contract, shall furnish the names of the Authorized Users. Contractor shall cite the Contract Number on all invoices.

Authorized User: _____
(Name) (Phone)

Authorized User: _____
(Name) (Phone)

10. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE**: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____
Name of Bidder/Offeror Due Date Time

Street or Box Number IFB No./RFP No.

City, State, Zip Code IFB/RFP Title

Name of Contract/Purchase Officer or Buyer _____

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal not contained in the special envelope is mailed, the bidder or offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

11. **LIQUIDATED DAMAGES:** Delivery is required no later than specified in Appendix A, Section II, 7. Delivery. It is understood and agreed by the bidder that time is of the essence in the delivery of the equipment of the character and quality specified in the bid document. In the event these specified pieces of equipment are not delivered by the date specified there will be deducted, not as a penalty but as liquidated damages, the sum of \$100.00 per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the City, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or his supplier(s), a reasonable extension of time as the Purchasing Division deems appropriate may be granted.

UPON RECEIPT OF A WRITTEN REQUEST AND JUSTIFICATION FOR ANY EXTENSION FROM THE CONTRACTOR, THE PURCHASING DIVISION MAY EXTEND THE TIME FOR THE DELIVERY OF GOODS HEREIN SPECIFIED, AT THE PURCHASING DIVISION'S SOLE DISCRETION, FOR GOOD CAUSE SHOWN.

12. **MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Purchasing Division. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
13. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the City reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the City whenever such low bid exceeds the City's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the City for this contract prior to the issuance of the written Invitation for Bids. If all bids exceed available funds as certified by the appropriate fiscal officer, and the low responsive and responsible bid does not exceed such funds by more than five (5) percent, the purchasing and contracts manager or designee is authorized in situations where time or economic considerations preclude re-solicitation of work or a reduced scope, to negotiate an adjustment of the bid requirements, with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds.
14. **PRODUCT INFORMATION:** The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the City to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered non-responsive.
15. **PRICE ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials/labor not to exceed the increase in the following index: CPI. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. Documentation shall be supplied with the contractor's request for increase which will verify that the requested price increase is general in scope and not applicable just to the City of Chesapeake.

The purchasing office will notify the using department and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices.

16. **PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES**: As requirements arise for specific quantities of items covered herein, the authorized individuals shall place orders. Please refer to the paragraph entitled Method of Ordering.

The quantities specified in this solicitation are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period.

17. **REFERENCES**: Bidders shall provide a list of at least three (3) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

18. **WARRANTY (COMMERCIAL)**: The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the City by any other clause of this solicitation. Warranty shall begin when the equipment is placed into service as evidenced by purchaser's records rather than beginning upon delivery. A copy of all warranties shall be furnished with the bid.

Normal Warranty – Chassis: _____ years / _____ miles

Body: _____ years / _____ miles