



REQUEST FOR PROPOSALS

Motor Grader

2009-5023-0805

May 13, 2009

City of Newport News

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8032/ Fax: (757) 926-8038

www.nngov.com/purchasing

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

Scope of Work: To purchase a *motor grader* for the City Newport News Public Utilities Department.

Proposal Due: **May 28, 2009 @ Close of Business (COB)**

Contract Officer: _____
Jerry Stokes, CPPB, C.P.M., Buyer, (757) 926-8033, email: jstokes@nngov.com

AN ORIGINAL AND THREE COPIES OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the items or services requested and certifies he has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This Form Must Be Signed. Signature must be original, not photocopied)

Conditions and Instructions

RFP Rev. 09-09-08

1. All proposals must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto that will be made a part of the proposal. All proposals must be submitted in a sealed envelope plainly marked using RFP number, date and time.
2. It will be the responsibility of the offeror to see that his proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, electronic, fax and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified, less federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of default by the offeror, the City reserves the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles 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.
7. The offeror guarantees to save the City, its agents or 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 offeror is not the patentee, assignee, or licensee.
8. All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
9. By signing this proposal, the offeror assigns to the City of Newport News any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this offer. This provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.

10. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract.
11. **Non-Discrimination:** During the performance of this contract, the successful bidder agrees as follows:
 - a. He will not discriminate against any employees or applicants 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 one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations 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 non-discrimination clause.
 - b. The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
 - 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.

The contractor will include the provisions of the foregoing paragraphs, (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of 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.

This public body does not discriminate against faith-based organizations

For the purposes of this subsection, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of 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

12. Direct contact with City Department, other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the contracting officer.

13. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City of Newport News.
14. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation 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 applicable federal, state and local laws and regulations. These Conditions and Instructions shall be applicable to the extent that they are non-contradictory to the proposal terms and/or instructions on the following pages. **The contractor certifies that he does not and shall not during the performance of the contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.**

Every business must register with the Virginia State Corporation Commission before transacting business in Virginia.

15. If City Hall is closed for business at the time scheduled for the proposal opening, sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
16. If you have obtained this solicitation from our web page or from a source other than directly from the City of Newport News, it is the offeror's responsibility to check with our office prior to submitting your offer to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested offeror has obtained any outstanding addenda

The original copy maintained at our offices, in the bid/proposal file folder, shall be considered the official copy. In the case of any inconsistency between bid/proposal documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your bid/proposal.

17. **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 improvements when the total value referred to in a single contract or project is:

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars (\$7,500.00) or more, but less than seventy thousand dollars (\$70,000) 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) or more, but less than five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but no more than seventy-five hundred dollars (\$7,500) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars 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 conditioning contractors.

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

"Licensed Class A Virginia Contractor No. _____."

"Licensed Class B Virginia Contractor No. _____."

"Licensed Class C Virginia Contractor No. _____."

18. Cancellation: The City may cancel the contract at its convenience, without penalty, at any time by giving thirty (30) days written notice or may cancel the contract immediately for violations of safety or rules of ethics. The City may cancel a contract thirty (30) days after the City has given a written request for a cure for vendor non-performance if such cure has not occurred. Cancellation shall not release the vendor from legal remedies available to the City. If the contract is an extended term contract, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty (60) days prior to its effective date.

**SMALL, MINORITY, WOMEN-OWNED
BUSINESS OBJECTIVES**

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

Complete the following information and return the form with your package.

- 1. If you are a SBE, MBE or WBE, please check one of the following boxes:

SBE **MBE** **WBE**

- 2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

- 3. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

COOPERATIVE PROCUREMENT

The City of Newport News issues this Request for Proposals (RFP) in accordance with the City of Newport News' procurement code (Section 2-552.1 (7), and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other governmental jurisdictions and school divisions.

Offerors are advised that all resultant contracts will be extended, with the authorization of the offeror, to other governmental jurisdictions and school divisions as may be interested. Should other entities decide to use the final contract, the contractor shall deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payments. The City of Newport acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid or offer.

It is the responsibility of the contractor to notify the jurisdictions and political subdivision of the availability of the contract.

Each participating jurisdiction and political subdivisions has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction.

The City of Newport News shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the contractor.

SVGPC members reserve the right to make awards to the lowest responsive and responsible offeror during the contract term. SVGPC members not explicitly named in the RFP are not obligated to participate, nor is the successful offeror obligated to contract with other SVGPC members.

SVGPC Members:

City of Chesapeake
City of Hampton
City of Newport News
City of Norfolk
City of Portsmouth
City of Virginia Beach
City of Williamsburg
County of Gloucester
County of James City
County of King William
County of York

Newport News Public Schools
Williamsburg/James City County Public Schools
York County Public Schools
Christopher Newport University
College of William & Mary
Norfolk State University
Tidewater Community College
Jamestown/Yorktown Foundation
Southeastern Public Service Authority

GENERAL

The City desires a trade-in allowance on our existing machine as a way to help offset the purchase price of the new unit. The motor grader for trade-in is a 1992 Champion 710A motor grader, serial number 710A-157-1432-22501. The grader is in good operating condition. It has 1,370 hours on it as of May 11th, 2009. This machine is used on an occasional basis and will be properly maintained, however the trade-in offer is on an “as is” basis. No returns are accepted. The trade-in motor grader will be available for public viewing at 425 Industrial Park Drive, Newport News, VA 23608 Monday thru Friday between 8:00 – 2:00. The custodian of this machine will not be available for questions during the viewing dates. All questions should be submitted in writing per the instructions on page 16. The Contractor may take possession of trade-in equipment as new equipment is delivered.

Participation in the trade in portion of this proposal is not required. We will consider all offers. Our goal is to purchase the highest quality machines suitable for our application, at the lowest cost.

SCOPE: SPECIFICATIONS AND CRITICAL FEATURES

The specifications and critical features listed in the table that follows are intended to roughly describe a small motor grader we think we need. These specifications are based on a LeeBoy, Model 685B. This manufacturer’s motor grader has a proven history of meeting the demands of the environment for which it is being purchased. The competitive negotiation process (RFP) allows for consideration of other makes and models. You are encouraged to offer alternatives that will help us reduce the life cycle cost and still maintain the basic quality and capacity described. A demonstration of a like unit proposed may be required before a final decision to purchase.

<u>General Specification</u>	<u>City Proposed</u>	<u>*Offerors Shall Specify*</u>	
Dimensions:	Length:	21’ 8”	_____
	Width:	7’ 6”	_____
	Height:	8’ 10” (with cab-9’)	_____
	Wheelbase:	183”	_____
	Tandems:	44”	_____
Weight:	Total	15,200 lbs. without options	_____
	Front:	5,900 lbs.	_____
	Rear:	9,600	_____

CHECK MARKS IN THE OFFEROR COLUMN ARE NOT ACCEPTABLE

General Specification

City Proposed

Offerors Shall Specify

Engine:	Make:	Cummins 4BT 3.9	_____
	Horsepower:	110 Hp @ 2,500 RPM	_____
	Type:	Four stroke turbo charged, in-line, 4-cylinder diesel engine	_____
	Maximum net torque:	Peak torque @ 1,700 RPM, 286 pound/foot	_____
	Lubrication system:	Pressure system with full flow filter	_____
	Air Cleaner:	Two stage dry element	_____
	Electrical system:	12 volt with 95 Amp. Alternator	_____
	Batteries:	Two 12 volt, 900 Amp. with 135 minutes reserve capacity	_____
Transmission:	Foot operated, servo controlled variable speed hydrostatic pump with internal pressure override.		_____
	Speed:	0 to 20 MPH	_____
Rear Drive:	Variable speed, hydrostatic piston motor with heavy-duty off road Dana 2-speed box and no spin differential. 120 pitch chain-driven tandems.		_____
Tires:	15 X 19.5 Nhs. (10-ply)		_____
Front Axle:	Fabricated steel frame with 8620 Alloy steel spindles, tapered roller bearing.		_____
	Oscillation:	40 degrees (total)	_____
	Clearance	14" at center line	_____
Wheel Lean:	15 degrees either direction. 30 degrees total		_____
Steering:	Hydraulic power steering		_____
	Turning radius:	20' 2" (straight frame)	_____
	Turning radius:	14' 9" (articulated)	_____
Articulation:	Range of movement:	18 degrees (each way)	_____
		36 degrees (total)	_____

CHECK MARKS IN THE OFFEROR COLUMN ARE NOT ACCEPTABLE

General Specification

City Proposed

Offerors Shall Specify

Brakes:	Pinion mounted disc with a spring applied fail safe brake. Includes emergency stop button. Automatic park brake when engine is off.	_____
Hydraulic System:	One 6 GPM pump for steering. One 8 GPM for functions	_____
Moldboard:	A 36 HRS formed plate with an abrasive resistant cutting edge.	_____
	Length: 10'	_____
	Height: 18"	_____
	Cutting edge thickness: 0.625"	_____
	Cutting edge width: 6"	_____
Blade Range:	Lift above ground: 13"	_____
	Penetration: 7"	_____
	Blade side shift: 36" total (18" either left or right)	_____
	Rotation 120 degrees total	_____
	Pitch at ground 38 degrees forward tilt	_____
	Shoulder reach outside wheels: 36" (frame straight)	_____
	57" (articulated, front)	_____
	43" (articulated, rear)	_____
Blade Lift Mechanism:	Dual lever control, hydraulic with floats. Trunion mounted connection with heavy-duty, greasable tie rod ends.	_____
Moldboard Turntable:	Totally enclosed greasable, adjustable housing which supports and allows moldboard to rotate. Designed to eliminate moisture and debris from the support surfaces of the turntable.	_____
	Diameter: 30"	_____
	Thickness: 3"	_____
Drawbar:	Rectangular tube 4 x 6 x 0.500 inch wall	_____

CHECK MARKS IN THE OFFEROR'S COLUMN ARE NOT ACCEPTABLE

General Specification

City Proposed

Offerors Shall Specify

Scarifier:	Five replaceable teeth, spaced 9.5” apart, center-mounted behind the moldboard.		_____
	Width:	39”	_____
	Lift above ground:	11”	_____
	Penetration:	9”	_____
Main Frame:	Rectangular tube:	3 X 8 X 0.5 inches	_____
	Weight per foot	170 pounds/foot average	_____
Capacities:	Fuel tank:	40 gallons	_____
	Cooling system:	5.25 gallons	_____
	Crankcase:	2.5 gallons	_____
	Hydraulic system:	32 gallons	_____
	Tandem housing:	8.33 gallons	_____
Instrumentation:	Circuit breaker protected		_____
	Fuel gauge		_____
	Amp meter		_____
	Engine oil pressure gauge		_____
	Hour meter		_____
	Tachometer		_____
	Automatic shutdown system		_____
	Engine temperature		_____
	Hydraulic level & temperature sight gauge		_____
	Hydraulic filter restriction gauge		_____
	Scarifier depth in cab models		_____
Operator Area:	Fully cushioned, adjustable suspension seat with seat belt. Adjustable console to include all operating valves and tilt steering. All gauges are easily readable.		_____

CHECK MARKS IN THE OFFEROR COLUMN ARE NOT ACCEPTABLE

MOTOR GRADER FOR TRADE-IN



SUBMITTAL

The Offeror is requested to submit *one* original (conspicuously marked “ORIGINAL”) and *three* complete copies (including any diagrams, pictures, equipment brochures, product literature, etc...) of their proposal. The following shall be included in the proposal package to be considered responsive to the Request for Proposals:

1. The **Request for Proposal document** with any addenda acknowledgements filled out and signed as required.
2. **Pictures or product literature** of the equipment proposed. Information provided must be of sufficient quantity and quality to provide a clear and precise understanding of the product being offered.
3. **Complete technical specifications** for all systems including full disclosure of all components.
4. **Base price** as described above and prices for all other optional equipment not included in the base price (as needed to properly evaluate your proposal).
5. Available **warranty and extended warranty information** on all components quoted in the base price and the optional price list.
6. An accurate estimate of when the unit(s) will be **delivered** (After Receipt of Order [ARO]).
7. A complete description of how **warranty and service support** will be handled. Also describe your ability to provide replacement parts.
8. A complete list of current customers using the product you propose to provide.

All proposals submitted under this RFP shall become the property of the City of Newport News and will not be returned (see *Trade Secrets/Proprietary Information* page 18).

EVALUATION CRITERIA (Listed in Order of Importance)

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City. The proposal will be evaluated on the following criteria:

1. Suitability for intended use.
2. Availability of full service repair and parts facilities.
3. Quality of materials and workmanship.
4. Experience and references. (As requested and/or deemed appropriate by the City throughout the evaluation process)

5. Depth of resources available to provide parts and service especially during emergencies. (Product Support)
6. Price. Evaluation of the prices offered will include a full review of the estimated cost of owning the machine over the life of the machine. You are encouraged to provide information about any warranties, buy back programs or other special programs designed to reduce the cost of ownership.

EVALUATION PROCEDURES

Proposals will be evaluated and interviews scheduled with selected firms in accordance with the "Contracting for other than professional services" method of selection outlined in the Code of Newport News, Virginia Section 2-570-2.

Demonstrations, interviews and/or factory inspections may be required during the evaluation process. Information obtained during past factory visits will be considered when evaluating these proposals. It is the intent of the evaluation team to thoroughly review all offers and determine the best interest of the City.

AWARD

Award will be made in accordance with Code of Newport News, Virginia Section 2-570, Award. Award shall be made to the responsible offeror whose proposal is determined in writing to be the more advantageous to the city, taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the City. The award shall be based on the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of Award may also appear on the purchasing website: www.nngov.com/purchasing.

PRICE

All prices shall be F.O.B. destination.

QUESTIONS

Questions regarding this RFP, should be directed to the Department of Purchasing, Jerry Stokes by email: jstokes@nngov.com or facsimile (757) 926-8038, *not less than four (4) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

DIRECT CONTACT

Direct contact with any City employee, including the City’s Department of Public Utilities, without the expressed permission of the Director of Purchasing or his designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.

DEBRIEFING

The City Code requires that in the RFP process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can only be given out after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available in the purchasing department for public review. Request a review time during normal business hours, 8 – 5, Mon-Fri.

TRADE SECRETS / PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the, offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not “proprietary” or “confidential”.* They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark one:

- No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.
- Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary.**

Anti-Collusion Certification

The offeror certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal 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. The offeror understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The offeror also understands that failure to sign this statement will make the proposal non-responsive and unqualified for award.

Signed: _____

Date: _____

Name of Company: _____