



INVITATION FOR BIDS
GVW 4x2 CAB AND CHASSIS
WITH UTILITY BODY
2011-6046-4605
June 20, 2011

OFFICE OF THE PURCHASING DIRECTOR
2400 Washington Avenue
Newport News, VA 23607

Phone: (757) 926-3783/ Fax: (757) 926-8038
www.nngov.com/purchasing

Sealed bids, 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, through the due date and hour shown below (local prevailing time), and then publicly opened, for furnishing the following described equipment, materials, and/or services, for delivery and/or performance F.O.B. NEWPORT NEWS, VIRGINIA.

Scope of Work: Solicitation to Purchase one 19,000 lb GVW 4x2 Cab & Chassis with Utility Body for the City of Newport News Public Utilities Department.

Bid Due: June 30, 2011 @ 2:30 p.m.

Contract Officer: _____

Wanda Farmer

Wanda Farmer, Senior Buyer, (wfarmer@nngov.com) and copy Brenda Vines, Assistant Buyer, bvines@nngov.com)

AN ORIGINAL AND ONE COPY OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this invitation for bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within (60) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

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

CONDITIONS AND INSTRUCTIONS

Rev: 04/21/2011

1. All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the goods and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. In case of conflict, the bid may be considered non-responsive. The City's published specifications shall supersede any additional writings submitted with the bid. Such writings shall be clearly marked and noted on the exception page.
2. All bids shall be submitted sealed, plainly marked showing the bid number, date and time. The entire solicitation document is to be returned when submitting a bid, unless otherwise directed by the bid document. Failure to return all pages may result in a determination that the submittal is non-responsive.
3. Bids and amendments thereto, if received by the Purchasing Department after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by the Purchasing Department as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.
4. If City Hall is closed for business at the time scheduled for bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the originally scheduled hour.
5. Receipt of your bid by the City is not to be construed as an award or an order to ship.
6. Each bid is received with the understanding that the acceptance in writing by the City of the bidder to furnish any or all of the goods and/or services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted bid; and the City on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.
7. Bidders have the right to request withdrawal of their bids from consideration due to error by giving notice not later than two business days after bids are publicly opened. Work papers showing evidence of error(s) may be required. Upon request, administrative withdrawal procedures will be provided that shall be used for that purpose.
8. If issued, addenda to this solicitation will be posted on the Purchasing Department's website (www.nngov.com/purchasing). It is the bidder's responsibility to check the website or contact the Purchasing Department prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package.
9. The solicitation document maintained by the Purchasing Department, in the bid file folder, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the bidder, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the bidder may be cause to disqualify your bid.
10. Award will be made to the lowest responsive and responsible bidder. The quality of the goods and/or services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery terms, qualifications and references will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding the bid.

Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds, the purchasing director may negotiate with the apparent low bidder to obtain a contract price within available funds.

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 or www.demandstar.com.

11. The City reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the City.

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

Consideration will be given to bids submitted on alternate goods to the extent that such action is deemed to serve the best interests of the City. If the bidder does not indicate that the goods and/or services he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services described.

19. Any equipment delivered must be standard new and unused equipment, latest model, except as otherwise specifically stated in the bid. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.
20. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
21. All bids must be signed by a responsible officer or employee having the authority to sign the form. The bidder agrees that its contract performance shall be in strict conformance with the contract documents.
22. By signing this bid, the bidder assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
23. The bidder certifies by signing this Invitation for Bid that this bid is made without prior understanding, agreement, or accord with any other person or firm submitting a bid for the same goods and/or services and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.

- 24. **Hold Harmless and Indemnification:** The contractor shall defend, indemnify and hold the City, and City’s employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney’s fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the contractor, its employees, agents, and volunteers, or incurred by or claimed against the City, City’s employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanctions or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of the contractor or any of the contractor’s officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the contractor. Unless otherwise provided by law, the contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the contractor under worker’s compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.
- 25. The contractor agrees to defend and save the City, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
- 26. The contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations.
- 27. **The contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.**
- 28. All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Number or Statement: _____

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

- 29. 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:

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

Ten thousand dollars (\$10,000.00) or more, but less than one hundred twenty thousand dollars (\$120,000) 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 seven hundred fifty thousand dollars (\$750,000) shall show evidence of being licensed as a Class B Contractor.

Over one thousand dollars (\$1,000) but less than ten thousand dollars (\$10,000) 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 (\$150,000) shall show evidence of being licensed as a Class C Contractor.

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

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

"Licensed Class A Virginia Contractor No. _____."

"Licensed Class B Virginia Contractor No. _____."

"Licensed Class C Virginia Contractor No. _____."

30. Payment Terms:

- a) Payment terms shall be "2%-20, Net 30 days" unless otherwise stated by the bidder on this submittal form. Alternate terms may be offered by bidder for prompt payment of bills.
- b) Payment terms shall be considered in determining the low bidder.
- c) Discount period shall be computed from the date of proper receipt of the contractor's correct invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.
- d) The payment terms stated herein must appear on the contractor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the contractor for correction.
- e) Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)

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

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

33. **Appeals Procedure:** Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely, all appeals shall be made within the time periods set forth in Chapter 2, divisions 4 and 5, of the City Code.

34. **It is the policy of the City of Newport News to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidder is requested to complete the SMB, MBE and WBE Business Objectives form within this document.**

35. The City has a directory of Newport News Small, Women-owned and Minority (SWAM) businesses. The directory is available at www.nngov.com/purchasing.

36. This public body does not discriminate against faith-based organizations.

37. **Non-Discrimination:** During the performance of this contract, the contractor agrees as follows:
- (a) It 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 federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably 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.

38. 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.

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

39. **Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
40. **Governing Law and Venue:** This solicitation and any resulting contract is subject to the laws of the Commonwealth of Virginia and the Newport News City Code. Any litigation with respect thereto shall be brought in the courts of the City of Newport News, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.
41. **Severability:** If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
42. **Termination by the City or the Contractor, or both, for convenience (Not applicable to contracts subject to the Department of Engineering Standard dated August 1, 1983, as amended, or the Department of Public Utilities "General Conditions"):**

The parties may terminate the contract at any time by mutual written agreement.

In addition, if the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligations through the date of termination. Written notice of termination shall be given to the other party a minimum of sixty (60) days prior to its effective date.

43. **Termination for Cause (Not applicable to contracts subject to the Department of Engineering Standard dated August 1, 1983, as amended, or the Department of Public Utilities “General Conditions”):**

In the event that the contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The City may, in its discretion, provide the contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the contractor unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the contractor to cure the default, the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

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

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

In the event of a conflict between the Department of Engineering Standard Specifications dated August 1, 1983, as amended, and the contract documents (including the General and Special Conditions), the contract documents shall control unless otherwise provided. In addition, Special Conditions take precedence over General Conditions.

In the event of a conflict between the Department of Public Utilities “General Conditions” and the contract documents (including the General and Special Conditions), the contract documents shall control unless otherwise provided. In addition, Special Conditions take precedence over General Conditions.

46. Questions or comments related to this solicitation should be directed to the contracting officer, whose name and contact information appears on the front of this document. All questions must be submitted in writing (facsimile or email); telephonic inquiries will not be considered.

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

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

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

employees, agents or authorized representatives shall have access to the contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits.

50. **Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the contractor, or the waiver by the City of any provision under this contract including any obligation of the contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any rights or remedies available to the City.
51. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
52. **Independent Contractor:** The contractor and any employees, agents, or other persons or entities acting on behalf of the contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
53. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of six (6) months or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount. **Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the acts or omissions of the City due to causes within the City's control, the above waiver or release shall not apply.**

**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 BIDDING

The City of Newport News issues this Invitation for Bids (IFB) 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.

Bidders are advised that all resultant contracts will be extended, with the authorization of the bidder, 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 bidder during the contract term. SVGPC members not explicitly named in the IFB are not obligated to participate, nor is the successful bidder 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 of Newport News is interested in receiving bids for one (1) GVW 4x2 Cab & Chassis with Utility Body Truck as described in the Specifications section of this Invitation For Bid (IFB).

SPECIFICATIONS:

The requirements of this Offer must comply with the following Specifications for **GVW 4x2 Cab & Chassis with Utility Body**. Bidder should review the “*General Specifications*”, “*Proposed City Specifications*” and indicate in the “*Bidder Specifications*” whether Bidder can provide the exact requirement. Bidder should indicate also in this section if there are any Exceptions to the “*Proposed City Specifications*”. Check marks in this section are unacceptable.

Truck Specifications

GENERAL SPECIFICATIONS	CITY PROPOSED	BIDDER SPECIFICATIONS
1. Type	Minimum 19,000 lbs. GVW Super Duty, dual rear wheel, two-wheel drive, GCWR 33,000 lbs. with utility body and all standard options.	
2. GVW	Bidder to specify largest payload available.	
3. GCWR	33,000 lbs. required.	
4. Towing capacity	Capable of towing a 14,000 lbs. GVWR trailer.	
5. Wheel base	Approximately 165”	
6. Cab to axle	Approximately 84”	
7. Fuel	Diesel	
8. Engine	Bidder to specify standard diesel engine and specifications.	
	List any optional diesel engines and specifications.	
9. Transmission	Heavy duty automatic with PTO provision is required. Bidder to specify make and model:	
10. Air conditioning	Auxiliary cooler required. Factory installed.	

GENERAL SPECIFICATIONS	CITY PROPOSED	BIDDER SPECIFICATIONS
11. Front & rear axles and suspension	Standard for GVW package. Bidder to specify:	
	Front axle capacity.	
	Rear axle capacity.	
	Limited slip rear axle required.	
	Dual rear wheels required.	
12. Front and rear Springs	Max. capacity for GAVWR package.	
13. Shock absorbers	Heavy duty front and rear required.	
14. Tow package	4 and 7 pin factory trailer brake wiring and connectors required.	
	Factory installed integrated electric brake controller required.	
15. Fuel tank	Largest capacity available. Specify capacity.	
	Location aft of rear axle required.	
16. Brakes	4 wheel ABS required.	
	Front and rear disc preferred.	
17. Cooling system	Heavy duty cooling required.	
18. Charging system	95 Amp minimum required. Bidder to specify amps.	
19. Electrical	Dual heavy duty batteries required.	
	Back up alarm with at least an 87 decibel rating is required.	
	Four factory installed up fitter switches with the appropriate labeling for each device.	
20. Seats	Bench with heavy duty vinyl.	
21. Side mirrors	Manually telescoping trailer tow w/manual glass and two-way fold.	

GENERAL SPECIFICATIONS	CITY PROPOSED	BIDDER SPECIFICATIONS
22. Wheels	Standard for GVW.	
23. Tires	Premium quality radials with all season tread.	
24. Mud flaps	Anti sail required on rear.	
25. Accessories	Vehicle to be equipped with all standard equipment and accessories NO DELETIONS.	
	Tilt steering wheel, cruise control, standard radio, and intermittent wipers are required.	
26. Interior color	To be selected from manufacturer's standard colors.	
27. Exterior color	To be selected from manufacturer's standard blue colors.	
	Bidder to submit manufacturer's standard color chart with bid response.	
	All paint is required to meet OEM standards and be factory applied.	
	Any installed optional equipment is to be painted, with color match guarantee, the same color as the cab.	
28. Optional Equipment	List any green innovations available for the vehicle.(hybrid technology, environmentally friendly fluids, etc.)	
29. Delivery	VEHICLE TO BE DELIVERED WITH THE FOLLOWING:	
	CURRENT STATE INSPECTION.	
	VA STATE DMV FORM 17.	
	CERTIFICATE OF ORIGIN.	
	INVOICE.	
	OPERATORS MANUAL.	

GENERAL SPECIFICATIONS	CITY PROPOSED	BIDDER SPECIFICATIONS
	TEMPORARY LICENSE PLATES.	
	FOUR SETS OF OPERATIONAL KEYS.	
	COMPLETE SET OF VEHICLE MANUFACTURER'S CD/MANUALS TO INCLUDE ELECTRICAL MANUAL.	
30. Options	Dealer to provide 16 hours of factory training for 2 Waterworks technicians.	\$
	Factory installed step rails installed on both sides of vehicle.	\$
	Spare tire and wheel.	\$
	Upgrade truck with heavy duty suspension package.	\$
	Upgrade front vinyl bench seat to 40/Mini Console/40.	\$
	Upgrade truck with heavy duty suspension package.	\$
	Upgrade front vinyl bench seat to 40/Mini Console/40.	\$

Utility Body Specifications

GENERAL SPECIFICATIONS	CITY PROPOSED	BIDDER SPECIFICATIONS
1. Body	The service body provided must meet all VDOT and FDOT regulations.	
	The successful bidder shall design and install the body to conform to the 2012 Ford F-550 Super Duty or equal chassis weight distribution guidelines for both the front and rear axles of the vehicle.	
	The body must be fully operational at the time of delivery.	
	Service body to be built from 14 GA A40 body panels constructed on an understructure of multiple cross members of 11 GA HY50 formed channels.	
	All body parts to be electrically welded into one integral unit.	
	Specifications are based on a modified dual wheel service body with crane upgrade for right rear corner, modified Knapheide Model #6132-D54J with 46" overall body height or approved equal. Bidder shall identify manufacturer and model# of body being offered. Body to be modified to allow DEF tank installation on outside of frame rail required.	
	Bidder shall provide conceptual drawings for body & options offered.	
	Production drawing(s) will be required from the successful bidder for approval prior to construction.	
2. Understructure	Front cross member 11 gauge HY50 commercial grade steel channel- floor width.	
	Rear cross member 11 gauge HY50 commercial grade steel channel - floor width.	

GENERAL SPECIFICATIONS	CITY PROPOSED	BIDDER SPECIFICATIONS
	11 gauge HY50 commercial grade steel full width channel cross members fore and aft of the wheelhouse panel.	
	REAR cross members: 1-1/2" X 1-1/2" X 1/8" angle between (2) 1/4" formed mounting channels.	
	Center frame reinforcement; three (3) 1-1/2" X 1-1/2" X 1/8" angle. longitudinal reinforcements.	
3. Floors	1/8" safety tread plate steel.	
	Drain holes are required.	
4. Storage Compartment Doors	Double panel construction 20 GAUGE A40 two sided galvanized steel - or equal. Bidder shall specify.	
	Exterior panel 20 gauge A40 two sided galvanized steel - or equal. Bidder shall specify.	
	Interior panel 20 gauge shall specify.	
	All vertical compartment doors are to be equipped with a spring loaded door holder.	
	Adhesive backed automotive door seals or equal.	
5. Locks	Spring loaded Master Locking system.	
	Stainless steel paddle activated, rotary latch type – corrosion resistant stainless steel or equal. Securely bolted in place. No Rivets. Bidder to specify.	
6. Door Hinges	Continuous Stainless Hinges	
7. Striker Plates	Adjustable 2-stage safety catches are required on all doors.	
8. Body Sides	14 gauge A40 two sided galvanized steel - or equal. Bidder shall specify.	
9. Front Bulkhead	14 gauge A40 two sided galvanized steel - or equal. Bidder shall specify.	

GENERAL SPECIFICATIONS	CITY PROPOSED	BIDDER SPECIFICATIONS
	Skip welded in place.	
10. Front Panels	14 gauge A40 two sided galvanized steel - or equal. Bidder shall specify.	
11. Second Front Partitions	14 gauge A40 two sided galvanized steel - or equal. Bidder shall specify.	
12. Horizontal Compartment Base	14 gauge A40 two sided galvanized steel - or equal. Bidder shall specify.	
13. Compartment Tops	Covered with 1/8" commercial deck plate - or equal. Bidder shall specify.	
14. Front Compartment Base	14 gauge A40 two sided galvanized steel - or equal. Bidder shall specify.	
15. Second Rear Partitions	14 gauge A40 two sided galvanized steel - or equal. Bidder shall specify.	
16. Rear Compartment Base	14 gauge A40 two sided galvanized steel - or equal. Bidder shall specify.	
17. Rear Panels	14 gauge A40 two sided galvanized steel - or equal. Bidder shall specify.	
18. Wheelhouse Panel (Flush Type)	14 gauge A40 two sided galvanized steel - or equal. Bidder shall specify.	
	Steel or rubber formed flares on wheel openings.	
19. Wheel Boxes	12 gauge HY50 Steel.	
20. Shelves	Heavy duty, 14 gauge spangle galvanized steel.	
	All horizontal shelving to be slotted on 4" centers for dividers.	
	All horizontal shelves to have approx. 2" lip.	
	The four (4) vertical compartments shall contain four shelves each, sixteen (16) required.	
	The two (2) horizontal compartments above the wheel wells shall contain two shelves each; four (4) required.	
	All shelves to be removable, adjustable and lock in place.	

GENERAL SPECIFICATIONS	CITY PROPOSED	BIDDER SPECIFICATIONS
	All shelves to be rated at a 250 lb. capacity required.	
21. Dividers	20 gauge G40 minimum spangle galvanized steel - or equal. Bidder to specify.	
	Adjustable and removable.	
	80 dividers to be supplied At time of delivery.	
22. Compartments	All compartments to be equipped with drain holes.	
	All compartments must have a 2" maximum lip at bottom.	
	Pull out part trays the entire height of the front street and curbside compartments are required.	
	Waterworks approved LED strip lighting installed on the door jambs of all street and curbside compartments controlled by one up fitter switch inside the cab of the vehicle.	
23. Sub-floor Compartment	Incorporate an 8" high sub-floor constructed of 12 gauge commercial grade steel with rear latchable access door, with a continuous hinge, drain holes, and 2 rubber door stops are required.	
	Sub-floor has to be partitioned. Partition to be 8' deep on the street side and 7' deep on the curbside with a center divider. All measurements are from the rear latchable access door.	
24. Tailgate	Provide and install a standard 12" high slam action rear tailgate.	
	Tailgate - 14 gauge A40 two sided galvanized steel - or equal. Bidder to specify.	
	Tailgate hinge brackets - 7 gauge zinc plated galvanized steel – or equal. Bidder to specify.	

GENERAL SPECIFICATIONS	CITY PROPOSED	BIDDER SPECIFICATIONS
25. Bumper	Fabricate a 1/8" tread plate full width rear bumper to be 12" deep, the full width of the utility body, and have accessibility for a class V Reese style hitch. Vendor to specify dimensions and drawings.	
	Reinforced right rear corner with the capability of mounting a Wilton Model# 1755 vise.	
	Two ridged mounted steps with step tread on the right & left rear lower corner of the bumper to access the bed of service body required.	
26. Crane	Autocrane Model#: 3203PRX Serial#: DEX-658-12-00	
	Waterworks will remove the existing crane from the old service body and deliver to the successful bidder. Body to be designed for the above referenced crane.	
	Crane to be sandblasted, primed with and industrial grade primer, painted with 2 coats of white industrial type paint, new decals and warning labels installed in the proper locations according to manufactures specs required.	
	Crane to have a new winch cable installed that meets manufacturers specifications with a new hook.	
	Service body to have manual type outriggers for crane integrated into the design of the service body with side wind type jacks.	
	Crane is to be operational and working according to manufacturers specifications at time of delivery.	
27. Air Compressor	Vanair UDSM 125 CFM underdeck side-mount PTO driven air compressor mounted in an agreed upon location.	

GENERAL SPECIFICATIONS	CITY PROPOSED	BIDDER SPECIFICATIONS
	PTO switch to be mounted in the cab of the vehicle at an agreed upon location by Waterworks.	
	Air compressor to have an automatic water separator and oiler in line before the hose reel at an agreed upon location by Waterworks required.	
	Cooler and separator mounting locations to be determined by vendor. Conceptual drawings must be reviewed and approved by Waterworks before installation.	
	Air compressor to be fully operational and providing 125 PSI & 125 CFM of air at time of delivery.	
28. Storage Box With Lid	Storage box to be incorporated into design of service body in the front right corner of the service body with the following dimensions: Approximately 30"W X 36"D X 20"H. Lid to be flush with top of service body and be inset on both sides of the storage box 1".	
	Storage box lid to be held open at a 90 degree angle with (2) each gas struts.	
	Lid to have the ability to be opened and closed with a latch type opening device and be lockable.	
29. Trailer Hitch	Minimum Class V Reese style hitch with a 15,000 lb. weight rating.	
	The hitch insert is to be removable and equipped with a combination pintle and 2 5/16" ball. Hitch is to be mounted 18" to 20" from the ground and rated at 15,000 lbs. or greater required.	
	Two, 3" D-rings for trailer safety chains are required.	
	Two each trailer electrical connections Cole Hersee #1235 & a 7 BLADE female with B/U signal wires and mounted at an agreed upon location by Waterworks is required.	

GENERAL SPECIFICATIONS	CITY PROPOSED	BIDDER SPECIFICATIONS
30. Compressed Gas Cylinders	Installation and storage of compressed gas cylinders in the front left corner of the service body and to be in compliance with all OSHA & NFPA rules and regulations of a 125CF Oxygen cylinder & 136CF Acetylene cylinder is required.	
	Floor brackets to stabilize the cylinders in an upright position are required.	
	A mid mount tank bracket for both cylinders is required.	
	A firewall barrier that is OSHA And NFPA compliant is required.	
31. Accessories	Installation of an automatic hose reel with 50' of 1/2" hose in the rear streetside compartment is required. Hose to be thru rear of body with a roller guide assembly, a stop attached to the hose, a Milton #715 fitting, and a 2" drip edge above the roller guide assembly required.	
	Two aluminum chock holders & (2) rubber chocks in curbside wheelhouse panel.	
	Two stainless steel grab handles mounted on outside of body at an agreed upon location is required.	
	Purchase and installation of a Wilton Model# 1755 heavy duty vise mounted on the right rear corner of the bumper at an agreed upon location by Waterworks. Vise to be adjustable and have the capability to support 100lbs is required.	

GENERAL SPECIFICATIONS	CITY PROPOSED	BIDDER SPECIFICATIONS
	6 each recessed tie downs on the sides of the bed of the service body. Three on each side equally spaced from the tailgate to the storage box located within 6" of the top of the body.	
	Fabricate and install an 18"W X 8"D step that can be inserted into the trailer hitch. Step to be made with step tread material, painted safety yellow, and top of step to be even with bottom of trailer hitch.	
	Purchase & install an Igloo 5 gallon industrial water cooler and cooler mounting bracket. Water cooler to be installed on right front corner of utility body and mounted to provide easy accessibility, provide water, and to capability to be easily removable.	
32. Lighting	Body lighting to meet FMVSS108 standards.LED lighting where possible.	
	License plate light and tag mounting bracket required.	
	<u>Recessed</u> 4" round rear brake, directional and backup LED lights are required.	
	Whelen Model #TA1252L arrow board mounted on a Backrack style bracket required. Control box to be located in cab of the vehicle. Location to be determined by Waterworks.	
	One Whelen 1200D strobe beacon controlled by one up fitter switch in the cab on the vehicle. Unit to be mounted on threaded pipe and mounted to Backrack.	
	Strobe light to provide 360 degree visibility required. Location to be agreed upon by Waterworks.	
	All electrical wiring for lights is required to be housed in a wiring loom and ALL connections made with heat shrink butt connectors NO scotch locks. All accessory switches should be labeled.	

GENERAL SPECIFICATIONS	CITY PROPOSED	BIDDER SPECIFICATIONS
	All exposed electrical wiring with or without wire loom is to be protected with metal conduit or equivalent is required.	
	Side and rear marker lights and reflectors meeting VDOT standards are required.	
33. Primer	Interior and exterior automotive rust inhibiting primer.	
34. Paint	Body including bed, door jams, and inside of sub floor are to be painted same color as cab of truck.	
	Inside of compartments and sub floor compartment are to be painted standard finish grey.	
	<u>COLOR MATCH IS TO BE GUARANTEED.</u>	
	Complete bumper assembly to have 4 coats of black epoxy paint for durability.	
	Top on bumper to be coated with black anti skid urethane paint.	
35. Undercoating	Entire understructure of truck body to be undercoated and warranted for 5 years/50,000 miles.	
36. Guarantee	Body and installation to include all materials, paint, and workmanship to be guaranteed free from defects for a minimum of two (2) years.	
37. Bidder will provide at time of delivery	A complete parts manual and ordering information for repair of body.	
	Complete operators, parts, and service manuals for the Whelen TA1252L arrow board, Vanair Under-deck Compressor, and hose reel are required.	

BID FORM		
38. Price	Bidder to list price of cab and chassis.	\$
	Bidder to list price of utility body.	\$
TOTAL BID PRICE		\$
39. Optional Equipment	Remote locking system to lock the service body compartments simultaneously.	\$
	Knapheide code able pad locks or equivalent for master lock system.	\$
	Line X or equivalent rubber coating of the entire service body bed.(floor & both sides)	\$
	Line X or equivalent rubber coating of the entire top of the service body.	\$
	Vendor to supply the cost differential of rehabbing the existing crane and the purchase of a new crane with the same specifications.	\$
	Backup camera with minimum 5” widescreen LCD monitor, shutter camera, audio, infrared, wired with a transmission cable, operational in reverse, installed and operational at time of delivery. Wireless cameras are not acceptable.	\$

AWARD

Award will be made in accordance with Chapter 2, Article XX, Section 2-563, Newport News City Code. It will be made to the lowest **responsible** and **responsive** bidder based on **Total Bid** price. Optional items will be reviewed but not considered in awarding this contract. The bid prices for the optional items will be considered and evaluated as-needed and awarded to lowest responsible and responsive bidder.

The City reserves the right to reject any and 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 purchasing agent to be in the best interest of the City.

DELIVERY OF PRODUCT:

Vehicle is to be delivered to the City of Newport News, Waterworks Operations Center, 425 Industrial Park Drive, Newport News, VA 23608. Dealer is to provide 16 hours of factory training for two (2) Waterworks technicians.

QUANTITY

The initial request shall be for a quantity of one. The City of Newport News reserves the right to purchase additional units over a two -year period, beginning from the date of award through June 30, 2013.

PRICING

The **Total Bid** price shall remain firm from the date of award through June 30, 2013. All prices shall be F.O.B. Destination.

CANCELLATION

The City may cancel the contract with the vendor at any time by giving thirty (30) days written notice. The contract may be cancelled without notice for vendor non-performance. Cancellation shall not release the vendor from legal remedies available to the City

QUESTIONS

Questions pertaining to this IFB, should be directed to the Department of Purchasing, Wanda Farmer by email: wfarmer@nngov.com , *not later than 9:00 a.m., June 29, 2011*. All questions must be submitted *in writing*; telephonic inquiries will not be considered. Please also copy Assistant Buyer, Brenda Vines; email: bvines@nngov.com (757) 926-8032 with your inquiries.

EXCEPTIONS:

Note: Bidder must sign the appropriate statement below, as applicable:

- () Bidder understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature: _____

- () Bidder takes exception to terms, conditions, requirements, or specifications stated herein (Bidder must itemize all exceptions below as well as within the body of the Specifications, and return with this IFB):

Firm: _____

Signature: _____

Specify payment terms if other than "2%-20, Net 30": _____

Payment terms shall be considered in determining the low bidder.

Vendors should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.

ANTI-COLLUSION CERTIFICATION

The bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same product and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The bidder 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 bidder also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Signed: _____ Date: _____

Name of Company: _____