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**Denotes documents that must be completed & returned with bid submission.*

I. INTRODUCTION

The City of Harrisonburg, hereinafter referred to as “City,” is seeking a qualified vendor to provide One (1) New 2015 or Newer Diesel Powered Cab & Chassis w/New Sewer, Catch Basin Cleaner & De-Watering System.

II. SPECIFICATIONS

The City is looking to procure One (1) New 2015 or Newer Diesel Powered Cab & Chassis w/New Sewer, Catch Basin Cleaner & De-Watering System. Truck shall be the year desired (2015) or newer and shall be free and clear of all liens of any kind. The detailed specifications for the Truck may be found in *Attachment A* of this document. Vendors must complete and return this document along with the Bid Form (*Attachment B*) with their bid submission. All “NO” response on Attachment A shall be explained in detail in the space provided or on an additional attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications. All material provided under this bid shall be new and unused.

Bidder must also include additional literature (i.e. product catalog, brochures, etc.) on the product. All bids must be accompanied by the manufacturer’s specifications list.

A. DELIVERY INFORMATION

Pricing provided in *Attachment B. Bid Form* should include cost for delivery to the attention of Michael Newbill, Fleet Manager, at the Department of Public Transportation Central Garage, located at:

473 East Washington Street, Harrisonburg, VA 22802

Bidders shall also provide a guaranteed date for delivery of the truck on *Attachment B*. Upon delivery of vehicle, an instruction and safety manual shall be provided for product.

B. TRAINING

Training of up to ten (10) City staff members on the product shall be provided separately on *Attachment B*. Training should include, but not be limited to, truck operations, safety and general maintenance.

C. FINAL INSPECTION & INVOICE DELIVERY

Final inspection of the vehicle shall be done by the Contract Administrator upon delivery of the vehicle. Vendor shall provide an invoice addressed to the Contract Administrator at the time the vehicle is delivered. No payment will be made until the vehicle is inspected and accepted by the Contract Administrator.

III. GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA (6-20-13)

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at www.Harrisonburgva.gov/bids-proposals.

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.

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*.

In every contract over \$10,000 the provisions 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.

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.

2. The City does not discriminate against small and minority businesses or faith based organizations.

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.

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.

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.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City 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 under said contract.

MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

1. (For Invitation For Bids(ITB):) Failure to submit a bid on the form provided, (if provided) 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(RFP):) Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. 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.

REVISIONS TO THE OFFICIAL ITB/RFP: No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents

posted on the City of Harrisonburg's web site and/or authorized by the City of Harrisonburg's Purchasing Agent. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the offeror by the City of Harrisonburg.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

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 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.
- 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. Individual contractors shall provide their social security numbers, and proprietors , partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.
- f. 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 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 the City 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 City 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.

PRECEDENCE OF TERMS: 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.

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.

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.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

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 Agent or City delegated agent 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 City a credit for any savings.

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.

CANCELLATION OF THE CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) 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 public body, 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.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) 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. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

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 insurance coverages per the solicitation document 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. **(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)**

AVAILABILITY OF FUNDS: Agreements are made subject to the appropriation of funds by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

SELECTION PROCESS/AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

EXCUSABLE DELAY: The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

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.

SAFETY and OSHA STANDARDS: All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

COOPERATIVE PROCUREMENT: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

LIABILITY AND LITIGATION: The City shall not indemnify or hold harmless any Contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to Contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). 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 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the SCC site is <http://www.scc.virginia.gov>.

IV. INSTRUCTIONS TO BIDDERS

All bids must be in an opaque, sealed envelope or box and clearly marked: “**Sealed Bid: Cab & Chassis w/New Sewer, Catch Basin Cleaner & De-Watering System ITB #2015044-PW-B**”. Bids shall clearly indicate the legal name, address and telephone number of the bidder (company, firm, partnership, or individual). All expenses for making bid to the City shall be borne by the bidder.

Bidders shall provide one (1) paper copy of the bid documents. Bid documents shall be mailed or hand-delivered to the **Purchasing Office located at 345 South Main Street, Room 201, Harrisonburg, VA 22801**. Office hours are Monday through Friday, 8:00am to 5:00pm. Faxed or emailed bids will not be accepted. Bids shall be received by the Purchasing Office no later than **April 17, 2015 at 3:00pm local time**. Any bids received after this date and time will not be accepted. The City of Harrisonburg is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The bidder has the sole responsibility to have the bid received by the Harrisonburg Purchasing Office at the above address and by the above stated time and date.

Bid Submission Checklist

- Cover Page
- Product Catalog or Brochures
- Manufacturer’s Specifications List
- Specifications Form (*Attachment A*)
- Bid Form (*Attachment B*)
- State Corporation Commission (SCC) Form (*Attachment C*)
- Insurance Requirements Form (*Attachment E*)
- Signed Addenda, if any

*PLEASE NOTE: The City of Harrisonburg Municipal Building (345 South Main Street) is currently undergoing construction around the facility. Parking options tend to be congested throughout the day. It is recommended to park on the North side of the building in visitor parking (follow signs). Please take this into account when submitting your bid/proposal document and give yourself enough time to park and take your bid/proposal to the correct office for acceptance.

In the event of inclement weather and the City Manager authorizes the closing of City offices, all bids will be due no later than the above-stated time on the following business day.

V. QUESTIONS

Questions related to the ITB or requests for clarification may be directed to Ms. Pat Hilliard, Procurement Manager for the City of Harrisonburg, by email (Purchasing@harrisonburgva.gov) or by fax (540-432-7778). Oral questions will not be permitted. All responses to inquiries will be in writing and will be posted as addenda on the City’s website at www.harrisonburgva.gov/bids-proposals and also on eVA at www.eva.virginia.gov. All questions must be received no later than **April 10, 2015 at 12:00pm (noon), local time**. It is the responsibility of all Bidders to ensure that they have

received all addenda and to include signed copies of any and all addenda with their bid submission.

VI. MODIFICATION & WITHDRAWAL OF BID

A bidder may modify or withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids. After bid opening, Code of Virginia 2.2-4330 B. 1. shall apply: “The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.”

VII. AWARD OF CONTRACT

The contract will be awarded to the lowest responsive and responsible bidder meeting the applicable specifications. The City reserves the right to reject any and all bids and will further reserve the right to waive or not waive any informality in any bid. The City reserves the right to ask for additional information from the vendor to determine whether a company is responsible. The winning bidder shall submit a recent W-9 to the City Purchasing Office via email (Purchasing@harrisonburgva.gov) or fax (540-432-7778) within fourteen (14) calendar days of contract award.

Bids will be evaluated based on total bid price, which includes the cost of the new equipment, delivery and training (A, B & C on Attachment B. Bid Form).

VIII. CONTRACT TERM

This shall be a one-time purchase contract, with no options to renew or re-purchase.

IX. INSURANCE REQUIREMENTS

Bidders shall complete and return *Attachment E. Insurance Requirements Form* with their proposal.



ATTACHMENT A. SPECIFICATIONS FOR ONE (1) NEW 2015 OR NEWER DIESEL POWERED CAB & CHASSIS W/NEW SEWER, CATCH BASIN CLEANER & DE-WATERING SYSTEM

I. SPECIFICATIONS FOR NEW 2015 OR NEWER DIESEL POWERED CAB & CHASSIS

THE BIDDER SHALL COMPLETE EVERY SPACE IN BIDDER’S RESPONSE COLUMN BY MARKING UNDER YES OR NO TO INDICATE THAT THE ITEM BEING BID IS EXACTLY AS SPECIFIED. ALL NO RESPONSES SHALL BE EXPLAINED IN DETAIL ON AN ATTACHED SHEET.

A. GENERAL				
	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
A1	2015 model year or newer 114 SD chassis, or equivalent			
A2	Gross Vehicle Weight: 60,000 lbs. minimum.			
A3	Frames: Min. 2,000,000 RBM			
A4	Wheel base, must work with the body manufacturer for the correct wheel base.			

B. FRONT AXLE AND SPRINGS				
	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
B1	Min. 20,000 lb. front axle.			
B2	Min. 20,000 lb. front springs.			
B3	Heavy duty front shock absorbers.			

B4	Set-forward axle.			
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C. REAR AXLE				
	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
C1	Min. 46,000 lb. rear tandem axle.			
C2	Differential ratio to provide max. speed of at least 65 mph.			

D. TRANSMISSION				
	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
D1	Allison 3500 RDS automatic transmission with PTO provision.			
D2	Transmission oil cooler.			
D3	Transmission temperature gauge.			
D4	Vehicle interface wiring and pdm with body builder connector at back of cab.			
D5	Transmission to carry a min. 2 year unlimited mileage factory warranty.			

E. ENGINE				
	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
E1	Diesel powered, minimum 370 hp ISL Cummins engine with a minimum of 1250 lb.-ft. of torque.			

E2	Engine mounted high capacity air intake, and air restriction indicator.			
E3	1300 square inch aluminum radiator.			
E4	Silicone coolant hoses.			
E5	120 volt 1000 watt (min.) engine block heater.			
E6	Chrome engine heater receptacle mounted under LH door.			
E7	Fuel/water separator with heater.			
E8	Anti-freeze to -34 degrees below zero.			
E9	Positive load disconnect with cab mounted control switch.			
E10	Positive and negative posts for jumpstart located on frame next to starter.			
E11	Engine to carry a minimum 2 year, unlimited mileage warranty.			
E12	Min. 18.7 C.F.M. air compressor.			
E13	Min. 12 volt 160 amp. Alternator.			
E14	Engine compression brake.			

F. BRAKE SYSTEM				
	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
F1	Bendix AD9SI air dryer with heater.			
F2	Low air pressure warning light w/audible alarm.			
F3	Antilock brake system, compatible w/trailer antilock brake system.			
F4	All other air tanks to have a manual drain valve with pull cable.			
F5	S-Cam type “Q” series front and rear brakes with automatic slack adjusters.			

G. ELECTRICAL SYSTEM				
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	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
G1	12 volt negative ground system.			
G2	All lights and reflectors must conform to Virginia and Federal D.O.T. regulations.			
G3	Electric backup alarm.			
G4	Battery disconnect switch, mounted inside cab.			

H. FUEL TANK				
	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
H1	Minimum capacity, 100 U.S. gallons mounted on driver's side of vehicle.			

I. CAB EXTERIOR				
	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
I1	Conventional cab w/air ride suspension.			
I2	Grab handles right and left side.			
I3	Single air horn under LH deck.			
I4	Fully insulated cab.			
I5	Dual 16"x7" mirrors w/8" convex mirrors, motorized and heated.			
I6	Tinted glass.			
I7	Single color, "Bright White".			
I8	Dual rear mounted work lights on back of cab.			
I9	Three LED beacons. One (each) to be mounted on both mirrors, one to be mounted on the top of the tank. Beacon lights mounted on mirrors must be extended upward			

	above the driver's line of sight.			
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J. CAB INTERIOR				
	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING (Note: Bidder may elect to attach a separate sheet.)
J1	Heavy-duty floor mats.			
J2	High output fresh air heater and defroster.			
J3	Variable speed, w/intermittent electric windshield wipers, both sides.			
J4	Operator's seat; air suspension, high back. Fixed passenger seat. Seats to be vinyl covered light blue or light gray.			
J5	Factory installed air conditioning.			
J6	Dual inside sun visors.			
J7	Interior dome light.			
J8	AM/FM radio with dual speakers.			
J9	Right hand electric window.			
J10	Factory installed standard gauges to include engine oil pressure and engine temperature gauges w/audible alarms, volt meter and tractor protection valve.			

K. WHEELS AND TIRES				
	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING (Note: Bidder may elect to attach a separate sheet.)
K1	Wheels to be disc type.			
K2	Tires, Front: Goodyear G315/80R 22.5 20 ply Radial.			
K3	Tires, Rear: Goodyear G338/11R 22.5 14 ply Radial.			
K4	Wheels to be painted same as cab.			
K5	Wheels and tires to accommodate specified axle rating.			

L. MISCELLANEOUS				
	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
L1	The successful bidder shall agree to provide all transportation and travel expenses for delivery of vehicle to the attention of Michael Newbill, Fleet Manager, at the Department of Public Transportation Central Garage, located at: 473 E. Washington Street, Harrisonburg, VA 22802.			
L2	Upon delivery to the City, the vehicle will be fully equipped as specified, a minimum of three sets of keys provided, serviced, cleaned, full of fuel and ready to enter into service for the City of Harrisonburg.			
L3	Bidder must state estimated time of delivery. (Attachment B) NOTE: Chassis must be drop shipped to the successful body builder and then shipped to the City of Harrisonburg.			
L4	Lube manifolds to be reached from the ground.			
L5	Low water alarm with light at operator station.			
L6	Hydraulic oil temp alarm and light.			
L7	824RCS-18" Blower for vacuum system.			

II. SPECIFICATIONS FOR NEW SEWER, CATCH BASIN CLEANER & DE-WATERING SYSTEM

THE BIDDER SHALL COMPLETE EVERY SPACE IN BIDDER'S RESPONSE COLUMN BY MARKING UNDER YES OR NO TO INDICATE THAT THE ITEM BEING BID IS EXACTLY AS SPECIFIED. ALL NO RESPONSES SHALL BE EXPLAINED IN DETAIL ON AN ATTACHED SHEET.

A. WATER STORAGE TANKS

	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
A1	All water tanks shall be baffled to form a maximum compartment storage of 150 gallons for each compartment.			
A2	1500 gallon minimum usable capacity.			
A3	Tank suction shut-off valve with “Y” type strainer to protect water pump.			
A4	10 Year “no rust through or corrosion warranty”.			
A5	Minimum 6” air gap on fill tube to prevent siphoning of water from storage tanks to into the hydrant.			

B. SEWER FLUSHING PUMP

	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
B1	Minimum continuous rating of 80 GPM at 2500 PSI.			

C. VACUUM SYSTEM POSITIVE DISPLACEMENT

	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
C1	Vacuum pump rotary lobe positive displacement.			
C2	Vacuum pump shall be capable of airflows from 0-3500 CFM.			
C3	Unit to be equipped with a high efficiency exhaust silencer.			

C4	Vacuum pump is to be driven by the truck engine.			
C5	Controls supplied on control panel to engage and disengage vacuum pump for operator safety.			
C6	An externally mounted, vertical tapered cyclone separator with clean out will be incorporated between the positive displacement vacuum pump and the debris tank.			
C7	Vacuum pump shall be protected by a cartridge filter capable of containing particles sized 10 micron or larger.			

D. DEBRIS TANK

	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
D1	Minimum usable liquid capacity of 10 cu. yards.			
D2	Cylindrical shaped for strength and corrosion resistance.			
D3	Designed to withstand 360" vacuum.			
D4	Minimum ¼" steel plate construction. Tank must carry a 10 year warranty.			
D5	Unloading of body is accomplished without the operator going behind unit.			
D6	Hydraulic powered dump body.			
D7	Exterior mechanical liquid level gauge.			
D8	Debris body shall have a flush out system.			

E. TANK DRAIN

	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
E1	Six inch diameter tailgate drain with stand pipe butterfly valve with locking handle and 10 feet of fabric drain hose			

supplied.			
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F. WINTER RECIRCULATION SYSTEM				
	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
F1	Winter recirculation system will enable travel over the road without damaging pump, drive systems or truck transmission.			

G. TOOL BOX				
	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
G1	Three lockable tool boxes. (1) curb side 48" x 22" x 24", (1) street side 24" x 24" x 24", (1) behind cab.			

H. HOSE REEL, FRONT MOUNT (ROTATING)				
	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
H1	Digital foot counter.			
H2	Hose reel and drive. The hose reel assembly shall be front mounted near the center of the unit with 180 degree rotation to facilitate manhole entry and reduce traffic flow interruption.			
H3	The hose reel minimum capacity of 800' of 3/4" I.D.			

	sewer hose. Drum and flanges constructed of 1/4" steel, designed to withstand maximum working pressure without distortion. The drum shall have a minimum of 30" dia. to prevent hose damage. The reel shall be supported by two (2) heavy duty self-aligning pillow block bearings, bolted to a 1/4" thick support frame.			
H4	600 feet of 3/4" dia. plastic sewer cleaner hose supplied, with 2500 PSI working, 6250 PSI burst pressure ratings minimum. Hose must be constructed per regulatory standards.			
H5	Reel driven by a double chain, hydraulic drive producing a minimum 14,600 in/lbs torque and a variable speed from 0 to 50 RPM utilizing an open center directional control valve w/adjustable priority flow divider and adjustable relief. The system shall also include a hydraulic reservoir with a spin-on filter and gauge.			
H6	The reel frame must be capable of pivoting down to allow for the tilting of the hood by use of an electric over hydraulic system powered by a 12 volt DC power pack.			
H7	A means to lower and raise the hose reel frame shall be provided that does not require the truck engine to be running.			

I. POWER BOOM				
	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
I1	The power boom shall have a minimum of 180 degree hydraulic rotation and be lockable in any position.			
I2	A boom rest for transport shall be directly mounted to sub frame.			

I3	Boom shall not rise with debris body.			
I4	The lift capacity at the boom end with boom fully extended shall be 1,000 pounds minimum.			
I5	A joy stick shall be permanently mounted to the operator control station for boom functions; up, down, left and right, in/out.			
I6	The boom shall be remote controlled.			
I7	The boom shall be 8” and reach a minimum of 268” from centerline of unit. Hydraulic boom extension 8’ shall be true telescoping tube inside of tube design which will extend and retract without affecting the steel elbow or lower the suction tube position.			
I8	The travel storage position shall be at front right corner of vehicle.			

J. CONTROL CENTER

	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
J1	Reel and boom control panel located in front of vehicle for operator ease.			
J2	Vacuum and water pump engagement controls located on the control panel.			
J3	Hose reel direction and speed control located at operator’s station in front of vehicle.			
J4	Water pressure gauge located at operator’s station.			
J5	Electric throttle control for truck chassis engine located at operator’s station in front of vehicle.			
J6	Receptacle for boom control pendant located at operators station in front of vehicle.			
J7	Tachometer located at control station.			
J8	Engine kill switch located at control station.			

J9	Two quick disconnections for handgun supplied (one at operator's station and one at dump control station mid ship of unit driver's side).			
J10	Wireless Remote Control			

K. VACUUM TUBES AND BRACKETS

	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
K1	8" O.D. aluminum tubes with male/female fittings.			
K2	Two 7 foot sections, two 5 foot sections and one 3 foot section supplied. One gasket and over center clamp for each tube supplied. No tools required with clamps.			
K3	Six tube storage rack, hydraulically operated up/down located on rear door.			
K4	One 8x4 Reducer.			

L. NOZZLES

	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
L1	One 3/4"x15 degree steel nozzle with hardened orifice, 60GPM.			
L2	One 3/4"x35 degree steel nozzle with hardened orifice, 60GPM.			
L3	One 3/4" nozzle extension, 60GPM.			

M. WATER WASHDOWN SYSTEM				
	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
M1	Pump will supply water source with means of regulating pressure from 0 to 2000 PSI available at handgun.			
M2	Quick disconnects located at front operator station and driver's side mid ship of unit.			
M3	Retractable hose reel with live center complete with 50' x 1/2" hose shall be supplied.			

N. ACCESSORIES				
	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
N1	2 1/2" x 25' fill hose with fittings for filling water tanks supplied.			
N2	Minimum 5000 PSI rated handgun with 35' of 1/2" hose shall be supplied.			
N3	Three (3) beacon lights. One beacon light center of the truck on the body, one beacon light mounted to each side view mirror bracket extending upward over the cab out of the drivers line of sight.			
N4	Rear mounted arrow board shall be supplied with controls in cab.			
N5	Dual work lights mounted on boom that will illuminate inside of manholes.			
N6	An operational video will be provided with the unit.			
N7	Hydro excavation kit.			

O. PAINT				
	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
O1	Paint unit to match chassis and cab.			
O2	Color white.			

P. WARRANTY				
	SPECIFICATION	YES, COMPLIES OR EXCEEDS	NO, DOES NOT COMPLY OR EXCEED	IF NO, DESCRIPTION OF DIFFERING <i>(Note: Bidder may elect to attach a separate sheet.)</i>
P1	Warranty minimum one year on sewer/catch basin cleaner on defects in material and workmanship.			
P2	Minimum ten years on debris tank.			
P3	Minimum lifetime no rust-through or corrosion on water tanks.			
P4	Minimum five years on positive displacement vacuum pump lobes.			



ATTACHMENT B. BID FORM

Bid of _____ (Hereinafter called "Bidder"), organized and existing under the laws of the State of Virginia as a business herein makes a proposal to the City of Harrisonburg as stated below:

By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Bidder agrees to provide all equipment at the total price below.

A. NEW EQUIPMENT PRICING

Lump Sum Price for *One (1) New 2015 or Newer Diesel Powered Cab & Chassis w/New Sewer, Catch Basin Cleaner & De-Watering System* (excludes delivery & training pricing):

* _____ Dollars (\$ _____)

B. DELIVERY

Delivery Price for delivery to the City of Harrisonburg Department of Public Transportation Central Garage (473 E. Washington St., Harrisonburg, VA 22802):

* _____ Dollars (\$ _____)

Delivery time after receipt of Notice of Award: _____ (Calendar Days)

C. TRAINING

Training of up to ten (10) City staff members on the new product:

* _____ Dollars (\$ _____)

Total Training Hours Included: _____

**Insert Bid amount in written format*

Signature

Address

Title

City, State, Zip

Date

****This document must be completed & returned with bid submission.****



ATTACHMENT C. STATE CORPORATION COMMISSION (SCC) FORM

Virginia State Corporation Commission (“SCC”) registration information: The undersigned Offeror:

is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ **Date:** _____

Name: _____
(Print)

Title: _____

Name of Firm: _____

****This document must be completed & returned with bid submission.****



ATTACHMENT D. SAMPLE STANDARD CONTRACT ITB

This Contract entered into this ___ day of _____ 20___, by _____ hereinafter called the “Contractor” and the City of Harrisonburg, VA, called the “Owner”.

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire City of Harrisonburg’s Official Invitation to Bid (no revisions by the Contractor) dated: _____
If applicable, any Official City Addenda:
#1, dated: _____
- (3) The Contractor’s Bid response dated _____ and the negotiated modifications (if applicable) to the Bid, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

CITY OF HARRISONBURG (OWNER):

By: _____

By: _____

Title: _____

Title: _____

****Note: This form is just for reference and is NOT required to be submitted with your bid submission.***



ATTACHMENT E. INSURANCE REQUIREMENTS FORM

By signing and submitting a bid or proposal the vendor certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded.

1.) The contractor will maintain a general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. **The insurer must list the City of Harrisonburg as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.**

2.) The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.

3.) The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.

With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance and endorsement to show evidence of coverage.

BIDDER/OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Signature: _____ Date: _____

Name: _____ Title: _____
(Print)

Name of Firm: _____

****This document must be completed & returned with bid submission.****