

INVITATION FOR BID

IFB NUMBER: **13-10**

IFB SUBJECT: **CAB & CHASSIS WITH 10' DUMP BODY**

BID OPENING: **November 8, 2012 AT 11:00 AM**

PUBLIC OPENING: PURCHASING OFFICE
TOWN HALL
127 CENTER STREET, SOUTH
VIENNA, VIRGINIA 22180

Inquiries concerning this Invitation For Bid shall be submitted, *in writing*, to:

Purchasing Agent
127 Center St., S
Vienna, VA 22180
ggilpin@viennava.gov

NOTICE TO RECIPIENT

Your name appears on the Town of Vienna bidders listing or has been identified as a potential bidder desiring to receive Invitations for Bid for the commodity/service named above. Failure to respond to this invitation with either a bid proposal or a "no bid" may result in the removal of your firm's name from the referenced commodity/service listing. If "no bid", state the reason and return the bid form to the Purchasing Agent.

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**IFB 13-10
CAB & CHASSIS WITH 10' DUMP BODY**

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SECTION 1. ADVERTISEMENT

INVITATION FOR BID

Sealed bids will be received by the Town of Vienna, Virginia at the Purchasing Office, 127 Center Street, South, Vienna, Virginia 22180, for the following:

- **IFB 13-10 – CAB & CHASSIS WITH 10’ DUMP BODY**
- **Bid Opening Date: November 8, 2012, at 11:00 AM**

Copies of solicitation are available from the Purchasing Agent at the above address, or by calling (703) 255-6359, during normal business hours (8:00 AM - 4:30 PM), daily except Saturday, Sunday, and Holidays. These will also be available on the Purchasing Section of the Town’s Web Site (www.viennava.gov)

PUBLICATION:
THE EXAMINER
October 22 , 2012

IFB 13-10 CAB & CHASSIS WITH 10' DUMP BODY

SECTION 2. PURPOSE

The purpose of this Invitation for Bid (IFB) is to obtain bids for the purchase of one (1) Cab & Chassis with 10' Dump Body, for the Department of Public Works, Town of Vienna, Virginia, per the specifications in Section 3 of this IFB.

SECTION 3. SPECIFICATIONS

It is the intent of these specifications to describe the equipment, by minimum and/or maximum requirements. The truck furnished under these specifications shall be the manufacturer's latest current production; minimum 30,000 lbs. G.V.W.R. with conventional cab, diesel engine, automatic transmission, and all standard equipment, unless otherwise indicated

Cab & Equipment

- Conventional cab design, fiberglass tilt front hood and fenders, stationary grille
- Must have a door or roof drip mould
- Right and left hand door locks
- Right and left grab handles
- Halogen head lamps
- Electric horn
- Right and left hand sun visors
- Full tinted windshield
- Dual variable speed electric windshield wipers
- Windshield washers
- AM/FM radio
- Factory installed air conditioning fully integrated with fresh air type heater and defroster, R134A refrigerant
- Mirrors, right and left side heated, plus convex
- Tachometer
- Amp or voltmeter
- Oil, water and air pressure gauges
- Fuel gauge
- Air horn roof mounted
- Low air pressure warning buzzer
- Engine hour meter
- Skid resistant, self-cleaning step required both sides
- Standard manufactures rust proofing
- Front Bumper to be steel channel type
- Two (2) heavy duty tow hooks or eyes frame mounted front, capable of supporting loaded truck
- Heavy Duty Bumper bracket to be a minimum of 1/2" steel
- Driver seat to be equal to national cush-n-aire, high back with three point retractable seat belts; Passenger seat to be equal to two man companion tool box, low back with cushion

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inserts and seat belts

- Anti-noise package (in cab) to meet Federal Standards

Engine

- Maxforce 7 International minimum 230 HP, 7.8 L, 620 lb-ft torque or equivalent
- Dry type air cleaner with indicator
- Heavy-duty cooling system
- Engine oil cooler and coolant recovery reservoir
- Extended life coolant to -34 degrees Fahrenheit
- Silicone radiator and heater hoses or equivalent
- Stainless steel hose clamps
- Magnetic drain plug
- 1000 watt block heater with receptacle under driver's door
- Automatic shutdown system to include low water level, high water temp, and low oil pressure with automatic 30 second override or equivalent
- Fuel, Water separator
- Shall meet current Virginia State and Federal emission regulations for Municipal Fleet use

Transmission

- Automatic, Allison 5-speed Model 3000 RDS or equal, and equipped with power take off gear and opening
- Oil cooler, shall be oil to water type, with integral type filter
- To be equipped with dash mounted temperature gauge, oil level sensor in transmission, oil level information shall be accessed from shift tower
- Transmission SCAAN required

Frame

- Wheel base approximately 156 inches
- C/A (Cab to axle) to be approximately 84 inches, or as recommended by body manufacturer to meet GAWR's and provide the highest legal payload; free and clear of any exhaust, stacks or any other equipment, mounted behind the cab
- Steel, minimum 20.36 S.M. frame. RMB 2,239,600 minimum. 80,000 P.S.I minimum with inverted ell reinforcement, or equivalent

Front Axle/Suspension

- Minimum 12,000 lbs. capacity
- Drop forged steel, I beam
- To be furnished with power steering, front shock absorbers and Oil Lube Bearing
- Front suspension to be 14,000 lbs. minimum

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Rear Axle/Suspension

- To be equipped with single drive axle with a minimum gradeability of 30%, and road speed of approximately 68 MPH at rated RPM
- Capacity at ground to be not less than 19,000 lbs
- Rear suspension to be 23,000 lbs. Multi-leaf
- Single tapered leaf auxiliary springs

Brakes

- ABS required
- Full air "S" Cam type
- Air compressor 12.9 CFM minimum
- Automatic slack adjusters
- Manufacture standard Air Dryer
- Automatic moisture ejector
- Dust shields
- Heavy Duty spring loaded parking brake for rear axle
- All tanks to be equipped with pull cords run to side of truck for manual bleeding of air tanks

Tires & Rims

- To be equipped with 11R/22.5 - 14 ply tubeless steel-belted radial tires on front and rear
- Four rear tires to be highway special service mud and snow lug type tread (HS)
- Disc wheels 1-piece. Hub pilot

Electrical System

- Starter 12 volt
- Alternator - 12V, 130 amp minimum
- Batteries - three (3) maintenance free 12V, 2,250 CCA
- Automatic reset circuit breakers
- All lights and directional signals to conform to Federal and Virginia State standards

Fuel Tank

- One (1) 50 gallon Aluminum, step-type; mounted on left side (drivers side)

Exhaust

- Horizontal muffler, vertical tail preferred right side-passenger side (if available from manufacturer) with stainless steel shield

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Back Up Warning Device

- Beep-beep electric type to engage automatically in reverse, to meet OSHA and SAE J994 criteria
- Bell type not acceptable

Floor Mats

- Manufacturer's floor mat, in addition to floor covering (after market floor mats not acceptable)

Color

- Cab – white; Frame – black; Interior – gray or tan

Dump Body & Hoist

General

- The product shall be made by a manufacturer who is engaged in the production of bodies, hoists and hydraulics; It shall incorporate the industry's latest improvements in design and construction and shall be covered by minimum of one year warranty
- The dump body shall be constructed of steel with 100% welds throughout
- Partial, or skip welding will not be acceptable except where floor meets crossmembers
- Body to be corrosive resistant to salt and calcium used on town roads for snow removal
- For purposes of comparison the bidder must provide complete manufacturer's literature on unit as bid and manufacturer's specifications with detail as bid

Body Dimensions

- Inside floor length, 10'; Inside width floor, 84.5"; Overall width, 96"
- Front height, as required to provide specified cab roof to cab shield clearance
- Body capacity shall be 7 cubic yards – 32" high sides; 9 cubic yards – 42" high end and tailgate

Body

- A brace side rubrailed contractor's type body shall be furnished
- Rubrails are to be sloped 30 degrees to shed overspills
- The sides and front end of the body shall be constructed of a minimum 8 gauge hi-tensile steel
- Long members to be 6" I beam, 12.5 # per foot
- Cross members to be 4" I beam, 7.7 # per foot, shall not exceed 12" on center and stitch welded to floor, shall be cross welded to long members and incorporate a minimum 1/4" X 3" gusset

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- Front and rear corner posts to be 8 gauge HT. X 10" face full length, solid weld construction, minimum of 3.5" depth at top X 3.5 " depth at bottom
- The ends shall be equipped so that a 2" X 10" rough-sawed timber may be placed on top of each side to increase the body capacity
- Required 2" X 10" oak sideboards installed
- Floor to be ¼" Hardox 450 radius corners
- Body to have full cab shield 8 gauge (min) hi-tensile steel, a body up light and a body prop
- Shall be equipped with steel shields in front of the truck's rear wheels and mud flaps behind the rear wheels
- Shall have a 6" welded on spreader apron, sufficiently sloped not to hold material when dumping
- Brake and back-up lights to be fully visible
- Wheel chokes to be furnished and mounted on steel shields in front of rear wheels

Tailgate

- 3-way acting 6 panel gate (top, bottom and right side) to include tailgate hold open device on body right side. **Chains not acceptable.**
- Fully boxed 8-gauge minimum hi-tensile steel with boxed vertical reinforcements, sloping lower brace and horizontal brace to provide 6 panel gate
- The end gate shall be hinged at the top with no less than 1-1/4" pins and have a locking device at the bottom, with a minimum 1-1/4" pin per side
- Tailgate system shall include latches with ground level controls to change convention swing to side swing
- All top and side hinge points shall include grease fittings with dust covers
- All side swing hinges shall be of severe duty design, with minimum 1-1/4" pins
- Rear hinge side corner shall be reinforced to reduce deflection when tailgate is in swing to side mode
- Heavy duty guides/landing pads shall be provided for vertical support when tailgate is closed and/or open to the side
- Shall be equipped with an air gate
- It shall be equipped with chains to regulate dumping

LED Body lights

- All clearance lights must meet Virginia State inspection requirements and Federal safety regulations
- All LED lights must be completed sealed and shock mounted to body
- All light wires must run in a metal or heavy loom shield and be securely fastened to the body
- Turn signal, brake and parking lights to be recessed flush in body corner post

Hoist

- Hoist and all components must carry single manufacturer's warranty; (minimum 1 year parts and labor)

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- There must be a factory authorized repair and service station in the local area and that service station must stock factory authorized parts
- Hoist shall be "NTEA" rated and certified class 50
- Unit shall be a double acting, under body subframe type using a single rod type cylinder
- The hydraulic cylinder shall have a built in dual by-pass to prevent pressure build up when cylinder is completely extended or retracted
- All pivot points shall include grease fittings with protective dust covers
- Minimum 55 degree dumping angle

Tarp Cover

- Pivoting heavy-duty motorized tarp cover system; cab mounted switch, wind deflector required
- Body shall have tie down railing for tarp, (.25 X 2" flat) entire length of body, located midway between top and bottom of side
- Asphalt rated mesh tarp required

Ladder or Steps

- Ladder 18" (min) width, 2" (min) width steps of non-skid, self-cleaning material, 24" (max) step height form ground level on left front side
- Minimum of two grab handles (.25 X 2" flat) one above and one below tie down railing for tarp

Central Hydraulic System

- Central Hydraulic System to be capable of operating dump body, salt/sand spreader and directional snow plow
- The hydraulic pump shall be a roller bearing type with a capacity of not less than 18 G.P.M. at 1,000 R.P.M. and 1,000 P.S.I.
- Hydraulic pump shall be transmission mounted hot shift P.T.O. equipped with overspeed protection
- Pump to be integrated - drive shaft not acceptable
- Valving to operate dump body shall be power up, gravity down
- Valving to raise and lower snow plow shall have 4 way valve power up, power down, hydraulic hoses shall be routed to cab & chassis front bumper
- Valving for directional operation of snow plow shall be 4 way motor spool for pin lock style plows, hydraulic hoses shall be routed to cab & chassis front bumper
- Sander supply and return lines routed to rear of truck
- Power beyond capability to be included. (Note: Power beyond to be diverted back to hydraulic tank)
- Control levers shall be console mounted, cable activated, heavy duty 5/16" (min), stainless steel rod ends
- Levers to be as close to driver as possible

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- First lever closest to driver side to operate Dump Body, second lever to operate plow up and down, third lever to operate plow direction. (Note: Valves to be mounted outside of truck frame to be accessible without raising Dump Body)
- Shall have 28 gallon minimum oil reservoir constructed of 11 gauge steel and cushion mounted to the chassis with screened fill cap, oil level sight gauge and temperature reading
- A 1-1/2" full flow shut off valve shall be located in the suction line as close to the reservoir as possible
- Shall have 10 micron return line filter with condition gauge

Paint

- Entire body shall be free from all weld slag, grease and other coatings prior to painting
- Body shall be thoroughly cleaned with low VOC surface cleaner and primed with two coats of corrosion resistant vinyl etch primer and one double coat of acrylic urethane high solid, low VOC finish
- Paint shall be free of runs, bubbles, blisters, blemishes
- Dump body and hoist to be painted black

Manuals

- One (1) set of parts, service and operators manual required for the cab & chassis, engine, ABS system, PTO, hoist, and body to be furnished at time of delivery

Inspection

- Virginia State inspection required

Tags

- Virginia temporary tags required

Weight Certification

- Certification of empty weight (scales slip) which indicates front, rear, and total weight shall be delivered with vehicle

Warranty

- To be standard proven model of manufacture's latest current production and include standard warranty and equipment as advertised unless optional equipment specified

Preparation

- New vehicle service preparation must be performed by dealer prior to delivery

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Regulations

- Must meet all Virginia State and Federal requirements including U.S. EPA noise emission levels

Delivery

- Successful bidder will deliver completed unit to Town of Vienna Property Yard, 600 Mill Street NE., Vienna, Virginia, 22180 F.O.B. Destination.

SECTION 4. MANDATORY TERMS AND CONDITIONS

Requirements in this Section have been specified as mandatory and must be met to the degree stated in these specifications in order for the bid to receive further consideration. Bids which fail to meet ALL of the mandatory requirements will be considered unacceptable and will not be considered for selection. Final acceptance of purchase will depend on the satisfactory delivery of all equipment and/or components as specified.

The bidders shall state on the Official Town Bid Form (in duplicate) the unit price of the item as outlined herein. All attachments to this solicitation are incorporated into this Section and therefore, they are Mandatory Requirements.

Offerors are reminded that changes to the IFB, in the form of addenda, are often issued between the issue date and within three (3) business days before the closing of the IFB. Offerors are solely responsible for checking the Town website to insure that they have the most current information regarding the IFB.

SECTION 5. AWARD

The Town will make a lump sum award to the lowest responsive and responsible Bidder. The Town also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

SECTION 6. QUALIFICATIONS

The Contractor shall provide the names, addresses and telephone numbers of at least three (3) other firms or government agencies for whom this type of work/goods/services has been performed/supplied in the past twelve (12) months. BIDDERS MUST COMPLETE AND RETURN SECTION 8 WITH BID - IN DUPLICATE.

The Town of Vienna will consider, in determining the qualifications of a bidder, his record in performance of any contracts for the goods or services into which he may have entered with the Town or with other public bodies or corporations; and, the Town of Vienna expressly reserves the right to reject the bid of such bidder, if such record discloses that said bidder, in the opinion of the Town, has not properly performed such contracts or has habitually and without just cause

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neglected the payment of bills, or has otherwise disregarded his obligations to subcontractors, suppliers or employees.

The Town of Vienna will make an investigation as to the ability of the bidder to perform the work or to provide the goods or services. The Town of Vienna reserves the right to reject any bid, if the evidence submitted by, or investigation of bidder, fails to satisfy the Town that such bidder is properly qualified by experience and financial status to carry out the obligations of the contract and to complete the work or provide the goods or services contemplated therein. Conditional bids will not be accepted.

SECTION 7. BID SUBMISSION

Bidders must use the attached Official Bid Form to submit their bid. All bids must show unit price, if applicable, and total price.

All bidders must return TWO (2) copies of the Official Bid Form as well as any issued addendums or any other documentation considered to be part of the Bid Package. Keep a copy of the IFB for your files and do not submit it with the Bid Package.

By signing the Official Bid Form, the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions. Bids may be submitted by mail or delivered in person.

The signed bids must be returned in a sealed envelope and identified as follows: "SEALED BID", show the IFB number, IFB subject, opening time, opening date, and bidder's name and address. The bids must be received at the following location before the date and time specified:

Office of the Purchasing Agent
127 Center Street S
Vienna, VA 22180

BIDS RECEIVED AFTER THE DATE OR TIME OF OPENING WILL NOT BE CONSIDERED FOR CONTRACT AWARD AND SHALL BE RETURNED TO THE BIDDER.

Bidders are reminded that changes to the IFB, in the form of addenda, are often issued between the issue date and within three business (3) days before the closing of the IFB. Bidders are solely responsible for checking the Town website to insure that they have the most current information regarding the IFB.

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SECTION 8. REFERENCES

NAME OF VENDOR _____

QUALIFICATION: - Bidders must have the capability and capacity in all respects to fully satisfy the contractual requirements. Indicate the length of time you have been in business providing this type of service and/or product; _____Years, _____Months. Provide a list of at least three (3) accounts, preferably governmental, that your firm has provided similar goods and/or services to in the past three (3) years.

1. FIRM NAME AND ADDRESS

CONTACT/TITLE _____

PHONE NUMBER - _____ **EMAIL** - _____

GOODS/SERVICES PROVIDED; DATE

=====

2. FIRM NAME AND ADDRESS

CONTACT/TITLE _____

PHONE NUMBER - _____ **EMAIL** _____

GOODS/SERVICES PROVIDED; DATE

=====

3. FIRM NAME AND ADDRESS

CONTACT/TITLE - _____

PHONE NUMBER - _____ **EMAIL** _____

GOODS/SERVICES PROVIDED; DATE

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SECTION 9. GENERAL TERMS AND CONDITIONS

VENDOR: THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION FOR BID, REQUEST FOR PROPOSALS, PURCHASE ORDER AND/OR OTHER AWARD ISSUED BY THE TOWN OF VIENNA, VIRGINIA, UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION DOCUMENTS. BIDDERS/OFFERORS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS/PROPOSALS; FAILURE TO DO SO WILL BE AT THE BIDDERS'/OFFERORS' OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

SUBJECT TO STATE, COUNTY AND LOCAL LAWS AND ALL RULES, REGULATIONS AND LIMITATIONS IMPOSED BY LEGISLATION OF THE FEDERAL GOVERNMENT, BIDS/PROPOSALS ON ALL SOLICITATIONS ISSUED BY THE PURCHASING OFFICE WILL BIND BIDDERS/OFFERORS TO APPLICABLE CONDITIONS AND REQUIREMENTS HEREIN SET FORTH UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

1. **CLARIFICATION OF TERMS:** If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Purchasing Agent or the person whose name appears on the face of solicitation NO LATER THAN SEVEN (7) WORKING DAYS BEFORE opening/closing date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent.
2. **PREPARATION & SUBMISSION:** In order to be considered for selection, the bidder/offeror must submit a complete response to the Invitation For Bid/Request For Proposals. One (1) original and one (1) copy of each bid/proposal must be submitted on the Town of Vienna Bid/Proposal Forms provided. The bid/proposal shall be signed by an authorized representative of the bidders'/offerors' firm and delivered to the proper location by the time and date specified on the cover page.
3. **ENVELOPE IDENTIFICATION:** The signed bids must be returned in a sealed envelope and identified as follows: "SEALED BID", show the IFB number, IFB subject, opening time, opening date, and bidder's name and address. In the case of proposals, the signed proposal cover page and proposal must be returned in a sealed envelope, marked clearly on the outside "SEALED COMPETITIVE NEGOTIATION", show the RFP number, RFP subject, closing time, closing date, and offeror's name and address.

If a bid/proposal is mailed in an envelope, not identified as specified, the bidder/offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid/proposal to be disqualified. The Town reserves the right to declare such a bid/proposal as non-responsive. Bids/proposals may be hand delivered to the designated location.
4. **LATE BIDS/PROPOSALS:** LATE bids/proposals will be returned to bidder/offeror UNOPENED, if the IFB/RFP number and return address is shown on the envelope.
5. **QUOTATIONS TO BE F.O.B. DESTINATION:** Quote F.O.B. DESTINATION for all competitive sealed bids. If otherwise, show exact cost to deliver.
6. **PRICING ERRORS:** In case of an error in price extension, the firm fixed unit price shall govern.
7. **BID/PROPOSAL ACCEPTANCE PERIOD:** Bids shall be binding upon the bidder for sixty (60) days following the bid opening date. Proposals shall be binding upon the offeror for ninety (90) days

following the proposal due date. Any bid/proposal on which the bidder/offeror shortens the acceptance period may be rejected.

8. **CORRECTION OR WITHDRAWAL OF BIDS AND CANCELLATION OF AWARDS UNDER COMPETITIVE SEALED BIDDING:** Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Town or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Department, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating his decision.
9. **TAX EXEMPTION:** The Town of Vienna is exempt from State Sales Tax and Federal Excise Tax. The Town's Federal Tax ID Number is 54-6001654. DO NOT INCLUDE TAX IN BID. Tax Exemption Certificate furnished by the Town of Vienna on request.
10. **USE OF BRAND NAME OR EQUAL:** Unless otherwise provided in the 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 Town of Vienna, in its sole discretion, determines to be equal to 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 indicate the product being offered and to provide sufficient descriptive literature, catalogs and technical details to enable the Town of Vienna 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 non-responsive. 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.
11. **SAMPLES:** Samples, if required, must be furnished free of expense to the Town of Vienna on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at his expense. Each sample must be marked with the bidder's name and address, Town's request number and opening date. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.
12. **DELIVERY:** Bids must show number of days required to place material in using agency's receiving area under normal conditions. Proposal must show the number of days required to provide the services/reports as specified.

Failure to state delivery time obligates bidder/offeror to complete delivery in fourteen (14) calendar days or as specified. A five (5) day difference in delivery promise may break a tie bid. An unrealistically short or long delivery promise may cause a bid/offer to be disregarded. Consistent failure to meet delivery promise without valid reason may cause removal from bid list. Delivery shall be made during normal working hours, 8:00 am to

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4:30 pm Monday through Friday, unless prior approval for another time period has been obtained from Consignee.

13. **DEFAULT:** In case of failure to deliver goods/services in accordance with the contractual terms and conditions, the Town of Vienna, Virginia, after due oral or written notice, may procure them from other sources and hold the defaulting Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Vienna may have.
14. **CONDITION OF ITEMS:** All items bid/proposed shall be new and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in bid invitation/proposal request. Verbal agreements to the contrary will not be recognized.
15. **SUBSTITUTIONS:** No substitutions or cancellations permitted without prior written approval by the Purchasing Agent.
16. **RIGHTS OF THE TOWN OF VIENNA:** The Town reserves the right to accept or reject all or any part of bids/proposals, waive minor technicalities/informalities and award the contract to the lowest responsive and responsible bidder or most qualified and best suited offeror to best serve the interest of the Town.
17. **ANTI-TRUST:** By entering into a contract, the bidder/offeror conveys, sells, assigns, and transfers to the Town of Vienna all rights, title and interest in and to all causes of the 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 Town of Vienna under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
18. **INDEMNIFICATION:** The Contractor agrees to indemnify, defend and hold harmless the Town of Vienna, Virginia, its officers, agents, and employees from any claim, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using department or to failure of the using department to use the materials, goods or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered. The vendor agrees to protect the Town from claims involving infringement of patent or copyrights.
19. **TIE BIDS:** If there is a tie for low bid and all other considerations are equal, and if the public interest will not permit the delay of re-advertising for bids, the award shall be determined by drawing lots in public.
20. **PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE SEALED BIDDING:** No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
21. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor, in whole or in part, without the prior written consent of the Town of Vienna, Virginia.
22. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Invitation For Bid/Request For Proposal, the signed bid/proposal submitted by the Contractor, the

Town of Vienna's standard Purchase Order, the Mandatory/Special Specifications, Terms and Conditions, and the General Terms and Conditions, all of which shall be referred to collectively as the Contract Documents.

If the contractor has a standard contract form, this form shall be submitted with the bid/proposal submittal for the Town's review of its terms and conditions.

23. **LICENSE REQUIREMENT:** All firms doing business in the Town of Vienna are required to be organized or authorized to transact business in the Commonwealth of Virginia or include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Additionally all firms doing business in the Town of Vienna are required to be licensed in accordance with the Town's "Business, Professional and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in the Town are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Finance Department, Business License Office, Telephone number (703) 255-6321. The BPOL License number must be indicated on the submitted bid form.
24. **AWARD:** The contract shall be awarded to the lowest responsive and responsible bidder or the most qualified and best suited offeror.

The Town Council will award all contracts in the amount of ten thousand dollars (\$10,000.00) or more.

The Purchasing Agent will award all contracts less than ten-thousand dollars (\$10,000.00).

The Purchasing Agent shall sign all contract documents, with the exception of "Construction" contracts, and issue a purchase order to the successful bidder/offeror.
25. **METHOD OF PAYMENT:** Upon satisfactory delivery of the merchandise and/or satisfactory completion of the services, all invoices and statements shall reference the purchase order number and be submitted to:

Town of Vienna
ATTN: ACCOUNTS PAYABLE
127 Center St., S.
Vienna, VA 22180.

The prices and payments shall be full compensation for the labor, tools, equipment, transportation and all other incidentals necessary to complete the specified terms and conditions.

26. **ANTI-DISCRIMINATION:** By submitting their bids/proposals all bidders/offerors certify to the Town of Vienna that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000.00 the provisions in A and B below apply:

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

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin 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

IFB 12-17 VARIABLE MESSAGE SIGN TRAILER

employment, notices setting forth the provisions of this nondiscrimination clause.

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.

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.

b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

27. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950), as amended, shall be applicable to all contracts solicited or entered into by the Town of Vienna. A copy of these provisions may be obtained from the Purchasing Agent upon written request.

By submitting their bids/proposals, all 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.

28. **CRIMINAL SANCTIONS:** The provisions referenced in Item 27 supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§§ 18.2-498.1 et seq.), and Articles 2 (§§ 18.2-438 et seq.) and 3 (§§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.
29. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
30. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by 10.1-1400 of the Code of Virginia (1950), as amended, 42 U.S.C. § 11001 et seq., or 42 U.S.C. § 9601 et seq., then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products that the bidder/offer does not violate any of the prohibitions of Sec. 10.1-1400 et seq., or the Code of Virginia or Title 15 U.S.C. Sec. 1263.
31. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets (MSDS) and descriptive literature shall be provided with the bid/proposal or delivered materials for each chemical and/or compound offered. Failure of the bidder/offeror to submit such data sheets may be cause for declaring the bid/proposal as non-responsive.

32. **DEBARMENT STATUS:** By submitting their bids, Bidders certify that they are not currently debarred by the Commonwealth of Virginia or any Political Subdivision from submitting bids on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
33. **COOPERATIVE PROCUREMENT:** As authorized in Section 2.2-4304 of the Code of Virginia this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.



Town of Vienna, VA
Purchasing Office
127 Center Street S
Vienna, Virginia 22180

SECTION 10. OFFICIAL TOWN BID FORM

IFB 13-10 CAB & CHASSIS WITH 10' DUMP BODY

Vendor Name: _____

Address: _____

NOTICE TO BIDDERS: The following required services shall be provided according to the contract terms and conditions **of IFB 13-10.**

One (1) Cab & Chassis with 10' Dump Body
Per the specifications of this IFB

Manufacturer _____ Model Number _____

TOTAL BID \$ _____

RETURN BID FORM IN DUPLICATE. All addendums that have been issued shall be returned with the bid. It is the responsibility of the bidder to ensure that it has received all addendums.

Person to contact regarding this bid (Please print): _____

Title: _____ Phone: _____ Fax: _____

E-mail _____

Signature: _____ Date: _____

Printed Name: _____

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents and agrees to the Contract Terms and Conditions as contained herein.