



**REQUEST FOR BID
TWO TANDEM AXLE CAB AND CHASSIS – #PUR1020-101
CITY OF CEDAR RAPIDS, IOWA – FLEET SERVICES DIVISION
10/28/20**

SECTION 1.0 - NOTICE OF REQUEST FOR BIDS (RFB)

- 1.1 Scope of Work - The City of Cedar Rapids is seeking bids from qualified Vendors for the purchase and delivery of Two Tandem Axle Cab and Chassis Dump Trucks for the Fleet Services Division. This vehicle will be used by the Streets Department. Complete specifications are listed on the Bid Pricing Form, Attachment B.

1.2 RFB Timeline

Name of the Bid	Two Tandem Axle Cab and Chassis, #PUR1020-101
Date of Issuance	Wednesday October 28, 2020
Deadline for Questions	Tuesday, November 3, 2020 by 3:00 pm CST
Deadline for Bid Submittal	Friday, November 6, 2020 before 3:00 CST Bids time stamped 3:00 pm or after are late
Recommendation for Award	Week of November 9, 2020
Method of Submittal	AT THIS TIME EMAIL BIDS ARE BEING ACCEPTED UNTIL FURTHER NOTICE. PLEASE EMAIL BIDS TO ANN BAKER A.BAKER@CEDAR-RAPIDS.ORG
Contact Person, Title	Ann Baker, Purchasing Agent
E-mail Address	a.baker@cedar-rapids.org
Phone/ Fax Numbers	Phone: 319-286-5022 Fax: 888-815-3659

- 1.3 The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any bid responses that are received on or after the time stated above. Late submittals will be retained in the RFB file, unopened. No responsibility will be attached to any person for premature opening of a bid not properly identified.
- 1.4 The bid tabulation will be posted no later than 3:30pm on Friday, November 9, 2020. This will be a preliminary tabulation provided for informational purposes only. The final bid tabulation, with awarded vendor, will be posted after the department has had the opportunity to review all bids.
- 1.5 Bids will be evaluated promptly after opening. After an award is made, a bid tabulation summary will be sent to all companies who submitted a bid. Bid results will not be given over the telephone or prior to award. Bids may be withdrawn any time prior to the scheduled closing time for receipt of bids; no bid may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

----- End of Section 1.0 -----

SECTION 2.0 - INSTRUCTIONS TO BIDDERS

- 2.1 FEDERAL FUNDING PROVISIONS
This Project is not federally funded.
- 2.2 Whenever used in this RFB the following terms shall have the meaning given as follows: City shall mean the City of Cedar Rapids, Iowa. Vendor/Contractor shall mean the company providing and delivering the Two Tandem Chassis to the Fleet Services Division.
- 2.3 A company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the City that you have read, understand and will comply with the instructions and all terms and conditions stated in this Request for Bid and all attachments.
- 2.4 Insurance Requirements
Vendor, at its own expense, shall procure and maintain workers compensation, general liability and automobile liability insurance so as to cover risks which shall arise directly or indirectly from Vendor's obligations and activities. The Vendor shall furnish the City with a copy of the Certificate of Insurance as proof of the Vendor's insurance policies, if requested by the City.
- 2.5 This Request for Bid does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of bids, or costs incurred in making necessary studies for the preparation of bids.
- 2.6 Addenda
Any matter of this bid package that requires explanation or interpretation must be inquired into by the Bidder in writing by Thursday, October 29, 2020 CDT. FAX or E-MAIL all questions to Ann Baker a.baker@cedar-rapids.org. Any and all questions will be responded to in the form of written addenda to all Bidders. All addenda that you receive shall be acknowledged and dated on the bottom of the Signature Page Form (Attachment A). All Addenda will be posted on the City's website. It is the Bidder's responsibility to check for addenda. Verbal information obtained otherwise will NOT be considered in awarding of bids.
www.cedar-rapids.org/local_government/departments_g_-_v/purchasing_services/current_bid_opportunities_list.php
- 2.7 Exceptions to Documents
The Bidder shall clearly state in the submitted bid any exceptions to, or deviations from, the minimum bid requirements, and any exceptions to the terms and conditions of this RFB. Such exceptions or deviations will be considered in evaluating the bids. Bidders are cautioned that exceptions taken to this RFB may cause their bid to be rejected.
- 2.8 Silence of Specifications
Commercially accepted practices shall apply to any detail not covered in the specification and to any omission of the specification. Any omission or question of interpretation of the specification that affects the performance or integrity of the goods being offered shall be addressed in writing and submitted with the Bid.
- 2.9 Incomplete Information
Failure to complete or provide any of the information requested in this Request for Bid, including references, and/or additional information as indicated, may result in disqualification by reason of "non-responsiveness".
- 2.10 In the event of conflict, the Special Terms and Conditions shall take precedence over the General Terms and Conditions, included herein.

Be advised that any conversations (in reference to this RFB) between bidders and any City employee, City official or City Project Manager, outside of the Purchasing Services Division, during the entire competitive bidding process is strictly prohibited. Such actions will result in removal of the Vendor from the vendors list and rejection of the Vendor's bid. **The ONLY official position of the City is that position which is stated in writing and issued by the Purchasing Services Division.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

DOCUMENTS TO BE SUBMITTED WITH THE BID

1. BID SIGNATURE PAGE – ATTACHMENT A
2. BID SUBMITTAL FORM – ATTACHMENT A
3. GENERAL COMPANY INFORMATION – ATTACHMENT A
4. LOCAL BUSINESS CERTIFICATE, IF APPLICABLE – ATTACHMENT A

----- End of Section 2.0 -----

SECTION 3.0 - SPECIAL TERMS AND CONDITIONS

3.1 Payment Terms and Invoice Submittal

3.1.1 Payment terms for the Vehicle shall be net forty-five (45) days upon receipt of an acceptable original invoice and after the Vehicle is received, inspected and accepted and all required documentation is received in a format acceptable to the City.

3.1.2 Invoices shall include the following information:

- Vendor name and address
- Date of Delivery
- City PO number
- Description of the Vehicle, including the VIN #
- Quantity
- Unit price
- Extended price
- The total amount being invoiced
- The Project Number (#PUR1020-101)

3.1.3 Surcharges (i.e. fuel surcharges, restocking) shall NOT be allowed to be added to invoices as an additional line item.

3.1.4 All invoices and supporting documentation shall be submitted at the intervals as agreed upon:

- a) In a pdf format via e-mail to: accountspayable@cedar-rapids.org
or
- b) Via US mail to: City of Cedar Rapids, Finance Department – Accounts Payable,
101 First Street SE, PO Box 2148, Cedar Rapids, IA 52406-2148.

3.1.5 The City may withhold payment for reasons including, but not limited to the following:

- a) Vehicle that is defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Vendor;
- b) Damage for which Vendor is liable;
- c) Valid liens or claims of lien;
- d) Valid claims of Subcontractors or other persons;
- e) Delay in the delivery of the Vehicle;
- f) Inability of Vendor to complete the delivery of the Vehicle;
- g) Failure of Vendor to properly complete or document any pay request or invoice;
- h) The cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters.

3.2 Treatment of Documents and Records - Access/Retention

The Vendor shall maintain all accounting records and other documentation generated in providing the goods/equipment under this Bid.

The City or any duly authorized representative of the City shall have access to all such information for the purpose of inspection, audit and copying during normal business hours. All such information shall be retained for five (5) years from the date of final payment and after all other pending matters under regarding this purchase are closed. This access shall be made available to the City or duly authorized agent and shall be considered incidental to the Scope of Work contained herein. As such, there shall be no additional compensation allowed the Vendor for maintaining this information and allowing the herein described access.

3.3 If Project is funded in any way utilizing Federal Funds the Contractor acknowledges that it may be required to submit to an audit of funds paid through the Contract and as may be conducted in accordance with provisions of the Office of Management and Budget Circular A-133 (Audit of States, Local Government and Non-Profit Organizations).

3.4 Estimated Quantities

The City reserves the right to order decreased or increased amounts from those specified. However, the estimates are as accurate as we are able to determine. Actual quantities, whether lesser or greater than estimated, will not affect the prices as bid.

----- End of Section 3.0 -----

SECTION 4.0 - VEHICLE REQUIREMENTS

4.1 Delivery

- 4.1.1 For purposes of this bid and subsequent awards, City holiday closures are typically New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day. Deliveries generally will not be accepted on those dates.
- 4.1.2 The delivery time or completion date, as stated in the Bid Submittal Form, shall be the time required to deliver the complete item(s) after the receipt of the order or award of the Contract. Where multiple items appear on a Bid or Proposal request, the Bidder shall, unless otherwise stated by the City, show the delivery time for each item separately.
- 4.1.3 It is mandatory that once the dealership has received the purchase order and the order is placed, **a copy of the "Order Dora" or a document from the manufacturer stating that the vehicle ordered was placed on a certain date MUST be sent to Joy Huber, Fleet Services Manager** within 10 calendar days after the vehicle order has been placed.
- 4.1.4 After the build date and final delivery date has been determined between the awarded bidder and the factory, notice (in writing) must be given to Joy Huber, Fleet Services Manager. If the delivery date changes and no notice is given to the City of that change, the lack of notice will be reflected in the dealership's performance when future proposals are awarded.
- 4.1.5 New Vehicle Pre-Delivery Service is to be performed before the new vehicle is delivered to the City and shall include but may not be limited to the following services:
 - a) All fluid levels checked and maintained with the proper grade and type of fluids.
 - b) All vehicles shall have a minimum of 10 gallons of fuel at the time of the delivery/inspection.
 - c) Pre-delivery inspection and service on the vehicles.
 - d) The interior of all units shall have been cleaned and the exterior washed.
 - e) The City shall assume that when the vehicle is delivered, inspection completed and final acceptance is given, said vehicle(s) is ready for immediate and continuous operation.
 - f) Vehicle delivery shall not take place during inclement weather that could result in permanent damage to the vehicle.
- 4.1.6 Delivery, inspection and acceptance of all Vehicles shall be completed by either the Commercial Account Manager or an appropriate Dealer Representative who is authorized and able to complete a thorough inspection of the specified vehicle and who is authorized to sign off on any necessary paperwork to complete the transfer of title for the vehicle. If a proper Dealer Representative is not offered when inspection is to be handled, the City has the right to reject delivery and reschedule inspection and acceptance of said vehicle.
- 4.1.7 The following items will be prepared and delivered to the City of Cedar Rapids at time of delivery:
 - a) Warranty documentation made out to the City of Cedar Rapids.
 - b) All appropriate equipment service instructions and warranty instructions.
 - c) One (1) complete set of manuals is required - online or CD are acceptable. Manual set shall include the following:
 - 1) Shop manual with electrical schematics
 - 2) Parts manual
 - 3) Service manual
 - 4) Operators manual
 - 5) Owner's manual
 - d) Keys – three (3) for each lock on vehicle
 - e) Copy of original City Purchase Order
 - f) Manufacturers Certificate of Origin
- 4.1.8 The City will withhold payment for the unit until the manuals are delivered as required above. In addition to other factors affecting acceptance, the system will not be considered as acceptable to the City of Cedar

Rapids if any document listed above has not been prepared and delivered. Delivery of vehicle is by appointment only.

4.1.9 Deliver to:
Joy Huber
Fleet Services Manager
500 15th Ave SW
Cedar Rapids, IA 52404
(319) 286-5886

4.2 Inspection and Acceptance

4.2.1 The Dealer shall arrange a final inspection of the unit with Joy Huber, Fleet Services Manager, prior to final acceptance by the City. If it is found that the unit does not conform to the specifications as written, the City reserves the right not to accept the unit until such time as all corrections have been made by the Dealer so as to meet the specifications. If rejection of unit occurs, all costs (transportation, fuel, etc.) shall be at the expense of the Contractor until the City finds the vehicle fully acceptable according to the agreed upon specifications.

4.2.2 The City of Cedar Rapids reserves the right to schedule factory visit(s) during construction of the vehicles. The City will be responsible for all travel arrangements as well as travel expenses. Do not include any travel expenses in your proposal.

4.3 Vehicle Title

Please register and title all vehicle and equipment documents as follows:

City of Cedar Rapids
101 1st Street SE
Cedar Rapids, IA 52401

4.4 Exceptions to Documents

4.4.1 The Bidder shall clearly state in the submitted bid any exceptions to, or deviations from, the minimum bid requirements, and any exceptions to the terms and conditions of this RFB. Such exceptions or deviations will be considered in evaluating the bids. Bidders are cautioned that exceptions taken to this RFB may cause their bid to be rejected.

4.4.2 The specifications contained herein cover only the general requirements as to the type of equipment required. All parts not specifically mentioned but which are necessary to provide a complete unit shall be provided by the successful bidder at the bid price and shall conform in strength, quality of material and workmanship that is normal to the product being bid.

4.4.3 All exceptions shall be stated no matter how seemingly minor. The following requirements shall be strictly adhered to:

- a) Exceptions will be considered if they are equal to or superior to that specified and provided they are listed and fully documented and explained on a separate page that shall be entitled: "EXCEPTIONS TO SPECIFICATIONS". The exception list shall refer to the heading & specification item number (i.e. Engine, item #6);
- b) Bids taking total **exception to specifications** will not be accepted.
- c) Vehicles will be inspected upon delivery for compliance with specifications. Deviations shall not be allowed and shall be cause for rejection of unit unless they were originally listed in supplier's bid and accepted in writing by the City of Cedar Rapids.

4.5 Equipment Shall Be Most Recent Model Available

The vehicle and equipment being offered shall be the most recent model available. Any optional components which are required in accordance with the Specifications shall be considered standard equipment for purposes of this bid. Demonstrator models will not be accepted. Omission of any essential detail from these Specifications does not relieve the Contractor from furnishing a complete unit. The unit shall conform to all applicable OSHA, State of Iowa and Federal safety requirements. All components, including but not limited to assists, wiring, accessory mounting, parts, connectors and adjustments are to be in accordance with current standards and

recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with, or exceeding, industry standards.

4.6 Descriptive Literature

Dealers shall include the manufacturer's literature that describes the basic or standard equipment to be furnished. Descriptive literature will be used in addition to bid specifications in determining award. However, if literature depicts something in conflict with City bid specifications, it is the Dealer's responsibility to make that clear, in writing, to the City.

4.7 Signage

No markings shall be added to any product(s) that the City purchases, specifically, the dealer name, location etc. If any product(s) are delivered with such advertising, the City reserves the right to refuse delivery of said products or, minimally, to have such markings removed satisfactorily to the City before product(s) is accepted.

4.8 Vehicles shall comply with all Federal Motor Vehicle Safety Standards and State of Iowa Safety Regulations applicable to the specified vehicle on the date of manufacture. Any equipment or accessories required shall be factory-installed and shall be as represented in the manufacturer's current technical data.

4.9 The Bid MUST be submitted by a licensed vehicle dealer in the State of Iowa that can provide the Iowa accepted title application, MSO and all necessary paperwork to title the vehicle in Iowa as the City of Cedar Rapids. The City WILL NOT accept bids from vendors who are not licensed to sell vehicles in Iowa – no exceptions. The City will license this vehicle and as such it is not considered Special Mobile Equipment (SME) - only use for large equipment such as a road grader.

----- End of Section 4.0 -----

SECTION 5.0 - BID EVALUATION AND AWARD

- 5.1 Award - Any award(s) made by the City of Cedar Rapids is subject to prior approval by the City of Cedar Rapids City Council.
- 5.1.1 Award shall be made to the responsible Bidder submitting the lowest responsive bid with regard to the specifications set forth herein. The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups or lump sum; and to waive technicalities and formalities where it is deemed advisable in protection of the best interests of the City. In addition to the quoted price, the following is a partial list of the criteria that may be used in our determination of Vendor responsibility and responsiveness:
- Adherence to specifications;
 - Length of time committed for firm pricing;
 - Guarantees and warranties;
 - Past experience and service provided by Bidder;
 - Favorable references from firms with projects of similar scopes that indicate that the Vendor has the ability to carry out the Work and provide the products specified.
- 5.1.2 If the evaluation team determines that the bid should be awarded, the process shall be as follows:
- a) The evaluation team shall determine which responsible Bidder has submitted the lowest responsive bid.
 - b) For purchases equal to or greater than \$50,000, the City Council shall consider a resolution authorizing the purchase. **Note**, as provided for by Section 4.03 of the Cedar Rapids Municipal Code, no award shall be deemed to be created and exist, unless and until the City Council adopts a resolution authorizing the purchase.
 - c) The City issues a purchase order to the Vendor. The purchase order shall constitute authorization for the Vehicle to be ordered.
- 5.1.3 If the evaluation team determines that all the bids received should be rejected, the Bidders shall be notified by the Purchasing Services Division accordingly. At that point, the City may, or may not, re-bid the project.
- 5.2 The City of Cedar Rapids reserves the right to use both primary and secondary suppliers or to otherwise use multiple sources to protect the City's overall interests.
- 5.3 The Company must not have any unresolved performance issues with the City of Cedar Rapids. The Company's performance as a prime Contractor or subcontractor in previous City contracts shall be taken into account when evaluating the Company's submittal for this Request for Bid. The City may survey other local agencies during the bid evaluation period to make sure the Company does not have any unresolved or unsatisfactory performance issues. The City reserves the right to reject the Company's submittal based on its assessment of the Company's prior performance.
- 5.4 In case of tie bids, the City will make the award based on the priority factors as outlined in the City of Cedar Rapids Procurement Manual.
http://www.cedar-rapids.org/document_center/Purchasing/Tie%20Bid%20Procedure_14.pdf
- 5.5 Buy Local Program
- The Cedar Rapids City Council has passed a resolution adopting a Buy Local Program for the procurement of goods and/or Services by competitive bid or proposal. Preference shall be applied to acceptable bids or proposals from businesses located within Linn County who have submitted a notarized Local Business Certificate. An additional 2% preference will be given for Certified Small Businesses within Linn County, Iowa who are registered with the Iowa Economic Development Targeted Small Business Program as a **Service Disabled Veteran Owned Small Business, Persons with Disabilities, Minority Owned Small Business or Woman Owned Small Business**. See Attachment C for details. If your company is already registered, or if this does not apply to your business, do not complete the form.

----- End of Section 5.0 -----

SECTION 6.0 - GENERAL TERMS AND CONDITIONS

ACCELERATED PAY DISCOUNTS - Accelerated discounts should be so stated on the Signature Page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices bid must, however, be based upon payment in net forty-five (45) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

ADA COMPLIANCE

1. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act <https://www.law.cornell.edu/uscode/text/42/12101>.
2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation - <https://www.ada.gov/regs2010/2010ADASTandards/2010ADAstandards.htm>, Section 504 of the 1973 Rehabilitation Act <https://www.ada.gov/cguide.htm#anchor65610>, and similar statutes and regulations prohibiting discrimination on the basis of disability.
3. The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Cedar Rapids relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.
4. It is the responsibility of the Contractor to understand and implement the Accessible Design specifications indicated above (Article 1 and 2) into all applicable construction projects, including being aware of and making considerations for expected field or manufacturing tolerances, as stated in article 104.1.1 of the 2010 ADA Standards for Accessible Design. Further, the Contractor shall be responsible to make the construction workers aware of the specifications and tolerances in projects that involve ADA design items. Any subsequent inspection of installations of facilities or construction that results in failure to meet the Accessible Design parameters, these items shall be removed and replaced at the expense of the Contractor.

ASSIGNMENT - The City and the Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Contractor are hereby bound to the other Party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

BID CURRENCY/LANGUAGE - All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.

BID FORM - Each Bidder must submit an original bid and additional copies as required on the forms attached. The Bidder shall correctly sign the bid, and the bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the bid, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

BID INFORMATION IS PUBLIC - All documents submitted with any bid shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Cedar Rapids in connection with a bid, the submitting party recognizes this and waives any claim against the City of Cedar Rapids and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Cedar Rapids and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Cedar Rapids arising from any opportunity. Bid information requested by the public or other bidders will be provided in an alternative format if the requestor is a person with a disability and requires an alternative form for comprehension.

BID REJECTION OR PARTIAL ACCEPTANCE - The City reserves the right to accept or reject any or all bids or parts thereof. The City further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.

BROCHURES - Bids shall include adequate brochures, latest printed specifications and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.

CONFLICT OF INTEREST - Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the City that is a conflict of interest. No employee, officer or agent of the Contractor shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to the Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Contractor shall be liable for any excess costs to the City as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the City.

DELIVERY - The delivery time or completion date, as stated in the Bid Form, shall be the time required to deliver the complete item(s) after the receipt of the purchase order. Where multiple items appear on a Bid request, the Bidder shall, unless otherwise stated by the City, show the delivery time for each item separately.

If only a single delivery time is shown, it will mean that all goods included in the Bid can and will be delivered on or before the specified date. The Bidder agrees that the delivery will be completed in the time stated, assuming that the time between the Bid Opening and the placing of the order does not exceed the number of days so stipulated. The right is reserved to reject any Bid in which the delivery time indicated is considered sufficient to delay the operational needs for which the goods are intended.

City holiday closures are typically New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day. Deliveries generally will not be accepted on those dates. Notice of a late delivery arrival should be made no less than twenty-four (24) hours prior to the originally scheduled time. Otherwise, the City may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.

DISPUTES - Should any disputes arise with respect to the Contract; the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor. The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Contractor to stop or delay Work.

EXTENSION - Any or all of the awards made as a result of this Request for Bid may be extended for an additional period of time if mutually agreed between the parties.

FOB POINT AND FREIGHT/DELIVERY CHARGES - The FOB point, in terms of loss or damage, as well as where title to the goods is passed, shall be FOB-Destination. Freight/delivery charges are to be included in the quoted price of the goods, rather than as a separate line item.

FORCE MAJEURE - Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

INDEMNIFICATION - The Contractor shall, and hereby agrees to, protect, defend, indemnify and hold harmless the City of Cedar Rapids, its officers and employees from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the City, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or acts, done by the Contractor, its employees, or any independent Contractors working under the direction of either the Contractor in the performance of the Contract.

LAWS AND REGULATIONS - The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations of a governmental body having jurisdiction and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing the Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

METHOD OF AWARDING - The City reserves the right to make awards based on the entire bid or on an item by item basis. However if Contractor's bid is based on an "all or none" condition, the City may consider their bid non-responsive and reject the entire bid.

NO GIFT STANDARD - The City of Cedar Rapids is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

NON-COLLUSION STATEMENT - Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure the Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Contractor, nor anyone in the employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY - All Contractors that engage in contracts with the City of Cedar Rapids, Iowa agree as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, families with children, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following; (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. The Contractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Contractor will include, or incorporate by reference, the

provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City's Affirmative Action Program and will provide in every contract or subcontract that said provision will be binding upon each Contractor.

OVERSHIPMENTS, UNDERSHIPMENTS - Goods shipped in excess of quantity ordered may be returned at Bidder's expense. Similarly, when under-shipments are received, the City reserves the right to leave the purchase order open until goods are received, or to close the transaction if more cost effective for the City.

PURCHASE ORDER - A purchase order is an acceptance of your offer as stated in your bid. When a purchase order is accepted as an offer to buy, you must provide the City with a written acknowledgement of a promised ship date and freight carrier, or advise the City that merchandise has shipped or will ship on a particular time and date and the method of shipment.

REGULATORY AGENCY COMPLIANCE - Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Cedar Rapids expects that Contractors will offer expertise on conformance of regulations applying to the products they sell.

RIGHT TO PROTEST - Anyone wishing to file a protest concerning (1) the specifications, (2) the bid procedure or (3) the award of the contract must do so in writing in accordance with the City's Protest Procedure which is posted on the City's website at http://www.cedar-rapids.org/document_center/Purchasing/Protest%20Procedure_14.pdf

SAFETY DATA SHEETS - The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to the City of Cedar Rapids. City of Cedar Rapids employees shall not accept a shipment of any chemical that does not have a SDS attached or currently on file. Safety Data Sheets shall be available in alternative formats if the requestor is a person with a disability and requires an alternative format for comprehension.

SPECIFICATIONS - Unless otherwise stated, every item provided in response to this Request for Bid shall be new, unused, and of current model under standard production by the manufacturer. Items shall be furnished complete with standard equipment and accessories as listed in the manufacturer's printed literature. Remanufactured, used, demonstrator models or refurbished items will not be accepted.

SPECIFICATION DEVIATIONS BY THE BIDDER - Any deviation from the specifications MUST be noted in detail, and submitted in writing on the bid Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with bids, the Bidder's name should be clearly shown on each document.

SUBCONTRACTING - The Services/Work relating to this Project, or any portion thereof, may not be subcontracted without written approval from the City. All approved Subcontractors shall be listed in the resulting contract or in a written amendment to the contract.

SUSPENSIONS AND DEBARMENT - The Contractor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Cedar Rapids or the State of Iowa.

TAXES - The City of Cedar Rapids is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made. The Cedar Rapids Tax ID number is 42-6004336.

WARRANTIES - GOODS - The Contractor warrants that all articles, materials and goods shall be consistent with manufacturer's specifications and will be free from defects. Without limitation of any rights which the City may have by reason of any breach of warranty, goods which are not as warranted may be returned at Contractor's expense within thirty (30) days after delivery, for either credit or replacement, as the City may direct without additional charge to the City.

WARRANTIES – INTELLECTUAL PROPERTY - Contractor represents and warrants that all the materials, goods and work produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and work. The Contractor represents and warrants that the materials, goods and work, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Contractor further represents and warrants that the materials and works do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and work contemplated by the Contract.

----- End of General Terms and Conditions -----

ATTACHMENT A

BID SUBMITTAL FORMS

For

TWO TANDEM AXLE CAB AND CHASSIS

#PUR1020-101

FORM NAME	Page
Signature Page Form.....	12
Buy Local Packet (submit only if applicable).....	13

SIGNATURE PAGE FORM

The undersigned, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes fulfillment of the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that all required Equipment be furnished and all incidental costs be paid in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: _____

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____

Date: _____ E-mail: _____

Phone # () _____ Fax # () _____

Federal ID Number _____

D-U-N-S (<https://fedgov.dnb.com/webform>) _____

Iowa Department of Labor Registration Number, if applicable _____

The State of Iowa requires that all individual contractors and businesses performing "construction" work within Iowa be registered with the Division of Labor and renew that registration annually. More information about this law can be found at <http://www.iowaworkforce.org/labor/contractor.htm>

FIRM PRICING

Offered pricing shall remain firm for a minimum of sixty (60) days after the due date of this solicitation unless indicated otherwise. Accepted pricing shall remain firm for the duration of the contract.

ADDENDA {It is the Bidder's responsibility to check for issuance of any addenda}

The above-signed hereby acknowledges receipt of the following addenda:

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

PAYMENT METHOD

Do you accept a credit card for payment of purchases? Yes ☐ No ☐

QUICK PAY DISCOUNT

If you provide a discount for quick payment, please state the discount and terms: _____ % _____ days

Does this discount apply to payments made by MasterCard? Yes ☐ No ☐

☐ We choose not to bid at this time. ☐ We would like to be considered for future solicitations.

BUY LOCAL PACKET

The Cedar Rapids City Council adopted the Buy Local Purchasing Policy through City Council Resolution No. 1239-10-10.

1. Who is local?

- a. Businesses located within Linn County, Iowa who have paid Linn County property taxes on a plant, office or store occupied by the business for the past year; or
- b. Businesses located within Linn County, Iowa who have paid rent for the past year to a landlord or owner who has paid Linn County property taxes for the past year on the plant, office or store occupied by the business.

2. How do I apply for local preference status?

- a. Complete a "Local Business Certificate". (See page 3 of this packet)
- b. Mail the notarized, completed certificate to:
City of Cedar Rapids – Purchasing Division
101 First Street SE
Cedar Rapids, IA 52401

3. After I return the notarized certificate, how do I know if my business is on the list?

A list of certified businesses can be viewed on the City's website:

[http://www.cedar-rapids.org/local_government/departments_g - v/purchasing_services/buy_local.php](http://www.cedar-rapids.org/local_government/departments_g-v/purchasing_services/buy_local.php)

Please allow up to 10 days for processing of the certificate before the business is listed.

4. Will the local preference policy be applied to all purchases for goods and services?

No, the following types of purchases are excluded:

- a. Purchases subject to the competitive laws of the State of Iowa
- b. Purchases subject to federal, state or county grant stipulations
- c. Purchases from the State of Iowa or other national contracts
- d. Sole source purchases

5. Do you have questions or feedback about the Buy Local Program?

Please send questions via email to buylocal@cedar-rapids.org

6. If I work out of my home, and my home is in Linn County, am I eligible to become a certified local business?

In order to qualify as local business your business must pay commercial property taxes related to the business being certified as local business. Residential property taxes paid for a home business do not qualify for the buy local certification.

7. How does the Buy Local Program work?

Preference shall be applied to acceptable quotes, bids and proposals greater than \$1,000 from businesses within Linn County, Iowa who have submitted a notarized "Local Business Certificate".

Example A: Preference shall be given in the procurement of goods and/or services by bid or quote when a local vendor's bid or quote exceeds the acceptable low bid by no more than:

10% for bids less than \$25,000

5% for bids equal to or greater than \$25,000 but less than \$200,000

1% for bids equal to or greater than \$200,000

Bid Tabulation for a 20' Enclosed Trailer			
	Vendor A	Vendor B	Vendor C
	Marion, IA	Des Moines, IA	Davenport, IA
BID PRICE	\$ 15,147.99	\$ 14,770.55	\$ 18,250.00

- This bid is less than \$25,000 so the preference is 10%
- Vendor B submitted the lowest bid of \$14,770.55
- Vendor B is not a local business
- Vendor A submitted the next lowest bid of \$15,147.99
- Vendor A is a certified local business
- $\$15,147.99 - \$14,770.55 = \$377.44 / 14,770.55 = 2.56\%$
- The difference between the two bids is 2.56% which is within 10% so the local preference applies
- The bid is awarded to the local vendor, Vendor A for \$15,147.99

Example B: Preference shall be given in the procurement of goods and/or services by Request for Proposal (RFP) by awarding additional points to the evaluation scores of proposals received from certified local businesses as follows:

10% of all available points for proposals less than \$25,000

5% of all available points for proposals equal to or greater than \$25,000 but less than \$200,000

1% of all available points for proposals equal to or greater than \$200,000

Proposal Summary			
	Vendor A	Vendor B	Vendor C
	Iowa City, IA	Cedar Rapids, IA	Hiawatha, IA
Points	976.7	723	636.8
Points for Local Preference	0	50	50
TOTAL POINTS	976.7	773	686.8

- This proposal is greater than \$25,000 but less than \$200,000 so the preference is 5%
- The total available points are 1,000 (5% of 1,000 points = 50 points)
- The proposal received from Vendor A was given 976.7 points by the evaluation team
- Vendor B and Vendor C each received 50 additional points per the local preference policy
- After the additional points were applied, Vendor A remained the highest ranked proposal
- Local preference did not change the award in this case



STATEMENT OF POLICY

CITY OF CEDAR RAPIDS LOCAL BUSINESS CERTIFICATE

Pursuant to Cedar Rapids City Council Resolution 1239-10-10, in conducting the procurement of goods and/or services by competitive solicitation, the City of Cedar Rapids shall give preference to a responsive bid or proposal from a business located within the limits of Linn County, Iowa over an acceptable bid or proposal submitted by a business located outside of Linn County.

Preference shall be given in conducting procurement of goods and/or services by bid or quote when a local bidder's bid or quote exceeds the acceptable low bid by no more than:

- 10% for bids less than \$25,000
- 5% for bids equal to or greater than \$25,000 but less than \$200,000
- 1% for bids equal to or greater than \$200,000

Preference shall be given in conducting procurement of goods and/or services by request for proposal by awarding additional points to each proposal where the business is located in Linn County as follows:

- 10% of all available points for proposals less than \$25,000
- 5% of all available points for proposals equal to or greater than \$25,000 and less than \$200,000
- 1% of all available points for proposals equal to or greater than \$200,000

The local preference is not applicable to goods and services purchased with the assistance of federal, state or county grants or funds, or pursuant to the competitive laws of the State of Iowa.

WRITTEN STATEMENT REQUESTING LOCAL BUSINESS STATUS

I, _____, am an authorized representative of _____ (name of business) and on behalf of the business request that it be deemed to be a local business for purposes of the City of Cedar Rapids "Buy Local" program. Answering yes to question 1 and either question 2 or 3 listed below will qualify the business as a local business. In support of this request I certify the following information as being true and correct:

Name of Business: _____		
(1) Is your business located within the limits of Linn County, Iowa?	<input type="checkbox"/> Yes <input type="checkbox"/> No	No. of Years: _____
(2) Did your business pay Linn County property taxes on a plant, office or store occupied by the business for the past year?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Street address of property: _____ Is this your home residence? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, see page 1, #6
(3) Did your business pay rent for the past year to a landlord or owner who has paid Linn County property taxes for the past year on a plant, office or store occupied by your business?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Street address of property: _____ Is this your home residence? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, see page 1, #6

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree the business is required to notify the City in writing should it cease to qualify as a local business.

Signature _____ Title _____ Date _____

Address _____ City/State _____ Zip _____

Phone _____ Email _____ County _____

Subscribed and sworn to this ____ day of _____, 20____ before the undersigned Notary Public.

NOTARY PUBLIC, STATE OF IOWA

To confirm your status, check the certified local business list which is posted on the City's website:

http://www.cedar-rapids.org/local_government/departments_g_-_v/purchasing_services/buy_local.php.

Questions about the Buy Local program may be emailed to buylocal@cedar-rapids.org.

Mail the notarized, completed certificate to →→→

City of Cedar Rapids – Purchasing Division
101 First Street SE
Cedar Rapids, IA 52401

Internal Use Only:

Vendor ID: _____ Vendor Location ID: _____ Updated by: _____



STATEMENT OF POLICY

CITY OF CEDAR RAPIDS SMALL BUSINESS PREFERENCE

On August 8, 2017, the City Council approved Resolution No. 1048-08-17 to amend the Purchasing Manual to include an additional preference for Certified Small Businesses within Linn County, Iowa. The business must be registered with the Iowa Economic Development Targeted Small Business Program as a **Service Disabled Veteran Owned Small Business, Persons with Disabilities, Minority Owned Small Business or Woman Owned Small Business**.

In order for a business to be entitled to a local preference **and** a small business preference, a business must have the following:

1. Completed, approved, notarized Local Business Certificate on file with the City of Cedar Rapids Finance Department (see pages 1-3);
2. Completed, approved, notarized Small Business Certificate on file with the City of Cedar Rapids Finance Department (see page 4); and
3. Be registered with the Iowa Economic Development Targeted Small Business Program.

The preference is not applicable to sole source purchases, goods and services purchased with the assistance of federal, state or county grants or funds, or pursuant to the competitive laws of the State of Iowa.

Preference shall be given to Certified Small Businesses in conducting procurement of goods and/or services by bid, quote or proposal as follows:

1. For Bids and Quotes: An extra 2% shall be applied for Certified Local Businesses who are registered with the Iowa Economic Development Targeted Small Business Program and designated as one or more of the types of businesses described herein.
2. For Proposals: An extra 2% of all available points shall be applied for Certified Local Businesses who are registered with the Iowa Economic Development Targeted Small Business Program and designated as one or more of the types of businesses described herein.

WRITTEN STATEMENT REQUESTING SMALL BUSINESS STATUS

I, _____, am an authorized representative of _____
(name of business) and on behalf of the business request that it be deemed to be a small business for purposes of the City of Cedar Rapids "Buy Local" program. In support of this request I certify the following information as being true and correct:

Name of Business: _____	
Does your company have an active registration with the Iowa Economic Development Targeted Small Business Program	<input type="checkbox"/> Yes <input type="checkbox"/> No
Under which designation is your company registered	<input type="checkbox"/> Service Disabled Veteran Owned Small Business <input type="checkbox"/> Persons with Disabilities <input type="checkbox"/> Minority Owned Small Business <input type="checkbox"/> Woman Owned Small Business

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified small business list. I also agree the business is required to notify the City in writing should it cease to qualify as a certified small business.

Signature _____ Title _____ Date _____

Address _____ City/State _____ Zip _____

Phone _____ Email _____

Subscribed and sworn to this _____ day of _____, 20____ before the undersigned Notary Public.

NOTARY PUBLIC, STATE OF IOWA

Mail the notarized, completed certificate to →→→

City of Cedar Rapids – Purchasing Division
101 First Street SE Cedar Rapids, IA 52401

Internal Use Only:

Vendor ID: _____ Vendor Location ID: _____ Updated by: _____

ATTACHMENT B - BID PRICING FORM

FOB POINT

The FOB Point, in terms of loss or damage, as well as where title to the goods is passed, shall be FOB - Destination.

FREIGHT CHARGES

Freight charges are to be included in the quoted price of the Vehicle rather than as a separate item.

BRAND NAMES

Unless otherwise indicated, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named. It conveys the general style, type, character and quality of the article desired, and any article which the City in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended shall be accepted. Any brand name or manufacturer's reference used in this bid is descriptive NOT restrictive. It is used to indicate type and quality desired.

EQUIVALENTS

The name of any manufacturer mentioned in the specifications is for the purpose of establishing a minimum acceptable standard of quality desired by the City. On all items bid, the Vendor shall indicate clearly the product being bid and, where applicable, shall supply catalog cuts and descriptive literature with the original copy of the bid. Equivalent products will be considered for all products unless it is specifically indicated for a particular product that no substitutions are allowed. It is the sole discretion of the City to make the determination if a product will be acceptable as an equivalent.

SPECIFICATION COMPLIANCE

Any supplier who willfully falsifies responses indicating compliance or non-compliance with the minimum requirements listed below will be subject to suspension and/or debarment from bidding. Vendors shall complete every line on the bid submittal forms (Does Not Meet Spec, Meets Spec or Exceeds Spec) and indicate the exact item being bid to meet the minimum specified item. An X, check or mark or yes will indicate the item specified is being provided. All bullet points must be acknowledged with the aforementioned. All exceptions shall be stated no matter how seemingly minor.

DESCRIPTIVE LITERATURE

Bidders shall include the manufacturer's literature that describes the basic or standard equipment to be furnished. Descriptive literature will be used in addition to bid specifications in determining award. However, if literature depicts something in conflict with City bid specifications, it is the bidder's responsibility to make that clear, in writing, to the City.

SPECIFICATION COMPLIANCE - Any supplier who willfully falsifies responses indicating compliance or non-compliance with the minimum requirements listed below will be subject to suspension and/or debarment from bidding.

Cab & Chassis

	Minimum Specification	Does Not Meet Spec	Meets Spec	Exceeds Spec	Comments
1	Engine				
	Cummins power L9 (preferred) or PACCAR 9 (acceptable) 370 Horsepower at 2000 RPM, 1250 ft/lb torque at 1400 rpm (Must have wet cylinder sleeves/ liners) no substitutions. Please specify when bidding.				
2	Engine Equipment				
	Engine shall be equipped with a dry type air cleaner with snow door				
	Engine shall be equipped with a 1,000 watt, 115-volt block heater (minimum)				
	12V 160 AMP alternator (minimum)				
	2 -12V threaded stud batteries 2200 CCA minimum. State the CCA _____				
	Battery box frame mounted under cab (battery box mounted so as to not interfere with up-fit components)				
	Frame ground return for battery cables				
	18.7 CFM air compressor				

	Minimum Specification	Does Not Meet Spec	Meets Spec	Exceeds Spec	Comments
	Electronic engine shutdown protection system				
	Exhaust appropriate for body configuration, up-fit and Federal Regulations horizontal exhaust pipe. Vertical is acceptable for this build as long as a heat shield is also installed for safety purposes.				
	Air operated fan clutch				
	Automatic control without dash switch				
	Combination full flow/bypass oil filter				
	Aluminum radiator, 1200 sq in minimum				
	Anti-freeze rated to -34 F				
	Heavy duty coolant hoses				
	Oil pan treated to resist corrosion				
3	Transmission and Equipment				
	Allison 3000 RDS automatic transmission, with PTO provision, 6 speed				
	Body Builder wiring to the back of the cab w/ sealed connectors				
	Temperature gauge				
	Indicator, low coolant level, with audible alarm.				
	Magnetic plugs, engine drain, transmission drain, axles fill and drain				
	Push button, electronic shift control, dash mounted				
	Transmission oil check and fill with electronic oil level check				
	Water to oil transmission cooler				
4	Front Axle and Suspension				
	18,000 lb front axle (minimum) , standard axle setting				
	Dual steering gears				
	Meritor 16.5 x 6 cast spider cam front brakes				
	Non-asbestos front brake lining				
	Cast iron front brake drums				
	Standard spindle axle nuts for all axles				
	Automatic front slack adjusters				
	Power steering				
	2 quart translucent power steering reservoir				
	18,000 lb front suspension, taper leaf spring				
	Heavy duty front shock absorbers				
	Turning radius 28.6 feet +/-1.5 feet				
5	Rear Axle and Suspension				
	40,000 lb rear axle (minimum) Meritor preferred, please specify when bidding				
	Automatic traction control and full differential lock				
	Main driveline with half round yokes				
	Synthetic auto trans oil & synthetic 75W-90 all axles				
	Meritor 16.5 x 7 cast spider cam rear brakes				
	Non-asbestos rear brake lining				
	Cast iron rear brake drums				
	Proper gear ratio's for snow plow at 65 mph				
	Drive axle spring parking chambers				

	Minimum Specification	Does Not Meet Spec	Meets Spec	Exceeds Spec	Comments
	Automatic rear slack adjusters				
	Rear suspension 40,000 lb. Hendrickson Haulmaax suspension				
6	Brake System Equipment				
	Air brake package				
	Cam type system				
	Air parking brake				
	Nylon air lines, color and size coded.				
	Standard brake system valves				
	Relay valve with 5-8 PSI crack pressure no rear-proportioning valve				
	AD-9 air dryer with heater				
	Powder coated paint on air tanks, to resist corrosion.				
	Pull cables on wet tank				
	Front and rear brake covers (dust shields)				
	7-Way primary trailer cable receptacle, wired for combination stop/turn. The center pin shall be powered through the ignition with stop signal prewire package				
7	Cab to Trunion Length				
	Cab to Trunion = 120"				
	Must be compliant with body manufacturer requirements				
8	Chassis Equipment				
	Front bumper treated to resist corrosion, w/ license plate mounting				
	2 tow hooks, front frame mounted				
	Front frame extension integral 20-24" in front of grille				
	Clear frame rails / NO protrusions outboard both frame rails BOC to rear suspension Powder coated paint on the cross members				
9	Fuel Tanks and Equipment				
	50-gallon minimum rectangular aluminum step type fuel tank LH				
	Fuel tank forward				
	Tank not to extend beyond rear of cab				
	Reinforced nylon fuel hose				
10	Front Tires, Hubs, Wheels				
	Two (2) – 385/65 x R22.5, Michelin				
	Cast iron front hubs				
	22.5x 12.25 10 stud -hub pilot steel disc front				
11	Rear Drive Tires, Hubs, Wheels				
	Eight (8) mud and snow rear 11R22.5 - 14 ply tires, Michelin				
	Cast iron rear hubs				
	22.5x8.25 10 stud- hub pilot 2 hand steel disc rear wheels				
12	Cab Exterior				
	Flat roof standard conventional cab				
	Cab air suspension				
	LH and RH exterior grab handles				
	Powder coated paint on the cab entry steps, to resist corrosion				

	Minimum Specification	Does Not Meet Spec	Meets Spec	Exceeds Spec	Comments
	Remote jump posts				
	Dual electric horn				
	All locks keyed the same				
	Rear license plate mount at the end of frame				
	Integral headlight/marker assembly				
	(5) amber marker lights, LED				
	Integral stop/tail/backup lights, LED				
	Standard front turn signal lamps				
	Dual heated West Coast mirrors, power, 4 way adjustable				
	Door mounted mirrors				
	102" equipment width				
	LH/RH 8" convex mirrors mounted under primary mirrors				
	Standard side/rear reflectors				
	Tinted rear window				
	Tinted door glass LH & RH with tinted wing windows (wing windows non-operable/stationary)				
	Manual door window regulators				
	Tinted windshield, not heated				
	Windshield washer fluid reservoir 2 gallon, translucent				
13	Cab Interior				
	Gray vinyl interior				
	Molded plastic door panels				
	Forward roof mounted console with upper storage compartments, center overhead radio compartment for city radio (installed after delivery)				
	Plastic manifest holder- LH door				
	Minimizer floor mats, black				
	(2) cup holders				
	High output heater, defroster and air conditioner				
	Main HVAC controls with recirculation switch				
	Integral snow valve with in cab control for under hood air selection				
	High output air conditioning				
	Premium cab insulation				
	Circuit breakers- auto reset				
	AM/FM radio with bluetooth, (2) radio speakers (cab only)				
	Battery disconnect (OEM), inside cab located next to driver's seat				
	Dome light with 3-way switch activated by left and right hand doors				
	Cab door latches with manual locks				
	Heavy duty air ride driver's seat				
	Heavy duty stationary passenger seat				
	LH and RH integral door panel arm rests, arm rest outboards are not needed				
	Driver's seat- Cloth				
	Passenger's seat- Cloth				
	Adjustable tilt steering column				

	Minimum Specification	Does Not Meet Spec	Meets Spec	Exceeds Spec	Comments
	450MM (18") spoke steering wheel				
	Driver and passenger interior sun visor				
14	Instrument Panel and Controls				
	Low air pressure light and buzzer				
	Primary and secondary air pressure gauges. Intake mounted air restriction indicator without graduations				
	Back up alarm 107 db (minimum)				
	Cruise control, electric, with switches on the LH switch panel				
	Key operated ignition switch and integral start position; 4 position Off/Run/Start/Acc				
	4 sets of keys required				
	ODO/Trip/Hour/Diagnostic/Voltage display				
	Diagnostic interface connector, located below dash				
	Electric fuel gauge				
	Engine ECM customer access connector mounted back of cab; park brake and neutral interlock				
	Electrical engine coolant temperature gauge				
	Transmission oil temperature indicator light or gauge, gauge is preferred. Please specify when bidding				
	Power outlet on dash, dual USB and conventional power port				
	Test exterior lights- flashes exterior lights in sequence for driver pre-trip inspection				
	Engine and trip hour meters integral within driver display				
	Electric engine oil pressure gauge				
	Electronic MPH speedometer with secondary KPH scale, without odometer				
	Electronic tachometer				
	Ignition controlled engine stop				
	Single windshield wiper motor with delay				
	Marker light switch integral with headlight switch				
	Self-cancel turn signal switch with dimmer, washer/wiper in handle				
	Integral electronic turn signal flasher				
	Switch and wiring for customer furnished plow lights				
15	Paint Designs				
	Paint: one solid color				
	Cab color Bright White from manufacturer standard color sheets. Premium paint, base coat, e-coat, clear coat.				
	Chassis: black, high solids polyurethane				
	Front wheels: powder coated white front wheels/rims, to resist corrosion				
	Rear wheels: powder coated white rear wheels/rims, to resist corrosion				
16	Manuals				
	Hard copy manuals, CD if available				
17	Warranty				

	Minimum Specification	Does Not Meet Spec	Meets Spec	Exceeds Spec	Comments
	5 year/100,000 mile extended engine warranty parts and labor. Engine and aftertreatment				
	5 year/100,000 miles extended transmission warranty				
	Vendor to provide a warranty summary card identifying all applicable warranties.				
18	Training				
	Eight hours of mechanic level training to include preventive maintenance, adjustments, and common maintenance insights from the manufacture. 8 hours of operator level training to be determined by customer after purchase				
	Electrical Connections (all connections must meet this standard minimum)				
	All lighting used shall be, at a minimum, a two (2) wire light grounded through a wired connection to the battery system.				
	Wiring shall be run in loom where exposed, and have grommets or other edge protection where wires pass through metal.				
	Exterior exposed wire connectors shall be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids. Electrical wiring and equipment shall be installed utilizing the following guidelines: All wire ends not placed into connectors shall be sealed with a heat shrink end cap. Wires without a terminating connector or sealed end cap shall not be allowed.				
	All holes made in the roof shall be caulked with silicon (no exception).				
	Corrosion preventative compound shall be applied to non-waterproof electrical connectors located outside of the cab or body. All non-waterproof connections shall require this compound in the plug to prevent corrosion and for easy separation of the plug.				
	Any lights containing non-waterproof sockets in a weather-exposed area shall have corrosion preventative compound added to the socket terminal area.				
	Rubber coated metal clamps shall be used to support wire harnessing and battery cables routed along the chassis frame rails.				
	Heat shields shall be used to protect harnessing in areas where high temperatures exist. Harnessing passing near the engine exhaust shall be protected by a heat shield				
	For ease of identification, battery cables shall be color coded. All positive battery cables shall				

	Minimum Specification	Does Not Meet Spec	Meets Spec	Exceeds Spec	Comments
	be red in color or wrapped in red loom the entire length of the cable. All negative battery cables shall be black in color				
	Wire connections shall be made using crimp style heat shrink butt splice connectors or soldered connection covered with heat shrink. If crimp style connector is used, crimping tool Westward 13H876 or equivalent must be used to prevent piercing heat shrink. Solder sleeve butt splice type connectors shall not be allowed.				

Dump Body (FOR YOUR INFORMATION DO NOT BID ON THIS PART)

	Minimum Specification	Does Not Meet Spec	Meets Spec	Exceeds Spec	Comments
1	Dump Body				
	14' long by 96" wide outside dimensions				
	Sides to be 36"				
	Sides and front to be constructed of 7 gauge with one (1) intermediate horizontal weld-in center brace				
	50,000 PSI steel yield strength				
	65,000 PSI steel tensile strength				
	Floor constructed of ¼ AR 400 steel				
	145,000 PSI steel yield strength floor				
	400 BHN Brinell hardness				
	All welds to be continuous				
	Side to floor formed radius shall be integral with the floor. Weld in radius is not acceptable				
	Fully boxed top rail				
	Cross-member less understructure, 8" I beam sills				
	Tailgate: 7 gauge, minimum 4 panel				
	1" flame cut, off-set tail gate hinge				
	1-1/4" 1045 steel, tailgate pins				
	3/8" Hi-tensile tailgate chains. Chains must be long enough to lay tailgate level with floor				
	2" X 12" green treated side boards mounted in channel at top of box, painted black				
	Air operated tailgate locks				
	3/4" - 1" tailgate latching fingers				
	Bolt on asphalt lip 12"				
	All tailgate pivots to be grease zerk lubricated. (Stainless steel bushings are acceptable)				
	Pull out adder on side - Driver side towards front of body. Two steps on outside; one on rub rail and one on middle brace. Grab handle mounted on body accessible from ladder to provide added safety				

	Minimum Specification	Does Not Meet Spec	Meets Spec	Exceeds Spec	Comments
	One step drivers side inside of body				
	Cougar box Vibrator 3200 series				
	Two shovel holders mounted on sides of dump body, one on each side of truck, two total				
	Circuit Boss – Henderson Power Distribution Panel (7 circuits), Painless is the current product line we use configured as follows: Circuit 1-3 – constant power Circuit 4-7 - ignition powered Panel with relays and fuses on board is acceptable. All circuits labeled and are lit green or red for ease of troubleshooting and maintenance. Exact connection to particular component will be determined with successful bidder				
	Single person operable body prop				
	Tarp system, pull style				
2	Hoist				
	Front Mount Telescopic Hoist,				
	Single acting 5" minimum lift cylinder to raise dump body				
	Full strength formed, A570 grade				
	Teflon bearings at all pivot points, and are grease-able. (Composite bushing is acceptable)				
	No doghouse inside dump body				
	50 degree dump angle				
3	PTO				
	Hot shift live power take off on transmission, 3000 series RDS Allison				
4	Pump				
	Capacity to run dump body and all relative hydraulic components TXV92 Force America				
5	Hydraulic Tank				
	Cradle mounted stainless steel tank and valve enclosure between cab and body				
6	Lights				
	All lights to be L.E.D.				
	Oval Stop/turn/tail lights, Amber Strobes, and reverse lights, to be flush mounted in rear of box side pillars				
	All light reflectors as required by law				
	All lights to be heavy duty				
7	Cab Shield				
	Not to exceed 4" above cab of truck. Cab shield to extend 22" in front of head sheet				
	Four Whelen 500 series strobes mounted inside cab shield, (two front, one Left one right)				
	Two Whelen R1LPP-A lights mounted on each side of the cab shield. Stationary light mount. All amber lights controlled by 1				

	Minimum Specification	Does Not Meet Spec	Meets Spec	Exceeds Spec	Comments
	switch in reach of the driver. 12 Vdc constant supply so lights can be on when ignition is off				
	Switch must be in cab to control on and off accessible by driver				
8	Paint				
	Dump body to be washed, sandblasted, undercoated, powder primed and powder finish coated with Dupont Imron NO635 Green, powder coated				
9	Mud Flaps				
	Two (2) mud flaps in the rear and two (2) anti-sail mud flaps in front of rear tires with no advertising Mud flaps are to be stationary plain black. Rear must be removable without tools.				
10	Manuals				
	Parts, service and operation manuals required. Books and CDs, (if available)				
11	Front Plow				
	11' torsion trip style plow, with replaceable plow edge				
	Trip edge plow				
	Integrated shield				
	Plow height 36"				
	Stainless steel moldboard with steel framework painted safety orange				
	Screw type parking jack				
	12" Wide Rubber deflector				
	Delete skid shoes				
	27-36" Rubberized cable style plow markers				
	Right hand mailbox cutout				
	Two (2) 5/8 x 8" cutting edges, bolted to moldboard				
	Bolt on curb shoe on each end of moldboard that extend beyond edge of moldboard				
	Cushion valve mounted on plow				
	Manual relief valve mounted to front bumper plumbed to plow angle circuit				
12	Wing Plow				
	8' Universal mid-mount wing-type plow with trip edge and replaceable plow edge				
	27-32" height straight mold board				
	Cutting edge 3/4" x 6" carbide with 1/2" x 6" cover blade				
	Wing plow light including white LED wing work light amber using flashing on outer end of wing itself (visible when wing is stowed in up position and when in plowing position)				
	Wing plow plumbed with quick disconnects so the plow can easily be removed during non-winter months.				

	Minimum Specification	Does Not Meet Spec	Meets Spec	Exceeds Spec	Comments
	Painted safety orange				
	Wing Plow Locking valve, must hold wing plow in the stowed position with or without safety chains				
13	Plow Hitch				
	3 1/2" x 3 1/2" x 1/2" steel circle frame with positive stops				
	Universal quick hitch swivel plow mount				
	4" x 10" double acting hydraulic lift cylinder				
	Plow hitch shall be mounted in such a way that the engine hood can be fully opened				
	Front frame extensions as appropriate to support installation of front plow				
14	Plow Light Package				
	7" heated LED ABL heated LED plow light with integral turn signal mounted on the left and right side fenders to illuminate the roadway and plow area. Light shall have one hexagon shaped clear beam and one round amber turn/marker Manufacture wired for plow lights				
	All plow light mounts and hardware must be stainless steel				
15	Hydraulic Controls				
	<u>Force America MPJC5100EX Ultra proportional three lever arm rest control w 5100</u>				
	<u>All controls must be ergonomically mounted to driver's air ride seat for ease of operation. Install a ground strap connected to the metal housing on chassis to create a ground for static discharge.</u>				
	<u>Three lever controls- Left lever is plow control, Right lever is Hoist up and down, middle for wing control</u>				
	<u>5 rocker type switches to be clearly labeled and wired as follows, (reading left to right) PTO, Tailgate, Beacon and Strobes, Wing plow light, Spreader on/off. Wing and spinner work light on one switch. Blue knob: spinner Green knob: conveyor</u>				
	<u>Vibrator switch dash mounted</u>				
	<u>SC5100EX Spreader Controller with left knob controlling the spreader, and right knob controlling spinner</u>				

	Minimum Specification	Does Not Meet Spec	Meets Spec	Exceeds Spec	Comments
	<u>LCD Display screen to be mounted in such a way as to have easy view access to the operator. Operator must be able to glance from normal positioning to see display screen, prefer dash board mounted</u>				
	<u>Pump override control to be dash board mounted within reach of the operator</u>				
	<u>No hydraulic controls or components shall be mounted in a way that limits or eliminates access by the operator to all relative vehicle controls</u>				
	<u>Hydraulic system must be plumbed and appropriately switched to operate a slid in spreader.</u>				
	<u>Manual pressure release valve mounted on plow frame</u>				
16	Spreader				
	Henderson Stainless Steel FSH 13' with dual auger				
	Height to be 48"-52", 84" wide				
	Capacity: 7.3 cubic yards truck				
	12 gauge stainless steel hopper and supports				
	7 gauge stainless steel body floor, stitch welded				
	Stainless steel inverted "V"				
	Lift hooks on each corner, 1/4" x 2" stainless steel plate				
	Four binders, one in each corner to hold sander body and rear trunnion latch bar that latches into rear tailgate latch hooks (Kinedyne winches)				
	Hydraulics plumbed to rear of truck to operate sander and include quick coupler for easy disconnect of spreader. Location to be determined with successful bidder				
	Stainless steel shield to be installed between the top front of spreader to overlap the cab shield				
	Dual auger conveyor, 7" augers				
	Hinged top screens carbon steel				
	4 spinner overlapping deflectors				
	Stainless bypass chute for unloading				
	Spinner hydraulic motor shall be mounted directly to spinner plate, above or below spinner. No drive shaft or bearing blocks accepted				
	3.6.1 reduction gear case				

	Minimum Specification	Does Not Meet Spec	Meets Spec	Exceeds Spec	Comments
	Tilt up spinner with manual hand crank and cable required				
	Ladder to access hopper bolted to the left side rear of spreader using "grip strut" steps. Must be accessible from ground level.				
	Idler bearings shall be greaseable from the rear of spreader				
	20" urethane spinner with 6 fins				
	Sander light shall be mounted to the left rear truck, LED light. City of CR will approve mounting location.				
	Sander light shall be wired to the 7 pin trailer plug to come on with the tail lights				
	All stainless steel components shall remain unpainted				
	All carbon steel bolt on components shall be sand blasted after welding, epoxy primed and powder coated black.				
	Conveyor feedback sensor to be integral with conveyor motor. Sensor replaceable without having to change entire motor.				
	Rubber side spill shields lapped over side of dump body				
17	Chipper Hitch				
	(2) Gusset plate .50 x 9.75 x 14				
	(4) angle 5.00 x 3.50 x 4.00 with hole				
	One plate, pintle, chipper ¾" thick steel				
	One round 2" x 18" round chipper bar with approx. 9" clearance from top of bar to bottom of plate				
18	Pre-Wet System				
	PWS-H Hydraulic Pre-Wet System (pre-wet granular material) or equivalent with Force America controls specified				
	Dual 200 gallon tanks installed on V-box spreader (400 gallons total) including stainless steel brackets				
	Operation through spreader control				
	8.2 GPM hydraulic pump for pre-wet				
	Variable displacement orifice installed in spinner chute to place liquid on granular as it falls thru the chute to the spinner				
	Flow meter for close loop control				
	Add valve section for hydraulic pre-wet system				
	2" coupler to fill the tanks				

Description	Quantity	Firm Fixed Unit Price
Tandem Axle Cab and Chassis as described above	2	\$

Manufacturer: _____ Model: _____ Model Year: _____

Warranty Information: _____

An approved purchase order will be the document that authorizes work to begin.

Estimated lead time upon receipt of purchase order: _____ calendar days

DELIVERY ADDRESS:

Joy Huber
 City of Cedar Rapids Fleet Services Division
 500 15th Avenue SW
 Cedar Rapids, IA 52404

BILLING ADDRESS:

Finance Department – Accounts Payable
 City of Cedar Rapids
 101 First Street SE, PO Box 2148
 Cedar Rapids, IA 52406-2148

Name of Company: _____

Authorized Signature: _____

Date: _____