



**Request for Proposal
RFP-4975-22-KH**

CNG REAR LOAD REFUSE TRUCK

RESPONSES DUE:

December 22, 2021 prior to 2:30 PM Local

Accepting Electronic Responses Only

Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Kassy Hackett, Buyer

kassyh@gjcity.org

970-244-1546

NOTE: All City solicitation openings will continue to be held virtually.

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 **Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP shall be directed to:

RFP Questions:

Kassy Hackett, Buyer

kassyh@gjcity.org

- 1.2 **Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide a Compressed Natural Gas-Powered Low Entry Cab-Over the Engine Rear Loading Refuse Truck for Solid Waste/Sanitation.
- 1.3 **The Owner:** The Owner is the City of Grand Junction and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 **Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 **Submission:** Please refer to section 5.0 for what is to be included. ***Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).*** *This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)

Please join Solicitation Opening, CNG Rear Load Refuse Truck RFP-4975-22-KH on GoTo from your computer using the Chrome browser. <https://app.goto.com/meet/985284437>
You can also dial in using your phone.

Dial-In

(646) 749-3335

Access Code

985-284-437

Audio PIN

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- 1.6 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.7 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.8 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Owner. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.9 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.10 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary
- 1.11 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section titled “Confidential Material”. Disqualification of a proposal does not eliminate this right.

- 1.12 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 1.13 Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions
- 1.14 Open Records:** All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.15 Sales Tax:** City of Grand Junction/Mesa County is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.16 Public Opening:** Proposals shall be opened virtually immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Cover Letter by the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings

contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by change order/amendment. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, Contractor shall assume full responsibility and shall bear all costs attributable.
- 2.4. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders/amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.5. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.6. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.7. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.8. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.9. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.10. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.11. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.

- 2.12. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.13. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.14. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.14.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.14.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
 - 2.14.3.** 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.
- 2.15. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.16. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.17. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.18. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

- 2.19. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.20. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.21. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.22. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.23. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.24. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.25. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.26. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.27. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.28. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.

- 2.29. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.30. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.31. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.32. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.33. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.34. Benefit Claims:** The Owner shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.35. Default:** The Owner reserves the right to terminate the contract immediately in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Contractor.
- 2.36. Multiple Offers:** Proposers must determine for themselves which product or service to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.37. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating

agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.38. Definitions:

- 2.38.1.** “Offeror” and/or “Proposer” refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner’s RFP.
- 2.38.2.** The term “Work” includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.38.3.** “Contractor” is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.38.4.** “Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

2.39. Public Disclosure Record: If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable “Public Disclosure Record”, a statement of financial interest, before conducting business with the Owner.

2.40. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.40.1. "Public Works project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

SECTION 3.0: SPECIAL INSRUCTIONS

- 3.1 Intent:** It is the intent of this specification to provide for the purchase of a Compressed Natural Gas-Powered Low Entry Cab-Over the Engine Rear Loading Refuse Truck. It is the intent of these specifications to cover the furnishings and delivery to the City of Grand Junction; a complete apparatus equipped as hereinafter specified.
- 3.2 Equivalent Product:** Proposals will be accepted for consideration on any make or model that is equal to the product utilized in the Specifications. Decisions of equivalency will be at the sole interpretation of the City of Grand Junction. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal. Vendor must be prepared to demonstrate a unit similar to the one proposed, if requested.
- 3.3 Brand Names or Equal:** Whenever in this solicitation any particular materials, process, mechanism, and/or equipment are indicated, described or specified by patent, proprietary, or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating minimum acceptable requirements and will be deemed to be followed by the words, "or equivalent." Proof satisfactory to the City must be provided by offeror to show that the alternative product/equipment/vehicle is in fact, equal to specification requirements.

Quotes for similar manufactured items of like quality will be considered if the quote is fully noted with the manufacturer's brand name and model. The City of Grand Junction reserves the right to determine products of equal value. Vendors will not be allowed to make unauthorized substitutions after award is made.

- 3.3 Delivery Date:** All Proposals must be submitted with a delivery date. Prior to delivery, new equipment/vehicle must be completely serviced in accordance with standard new vehicle "Make Ready" and to the manufacturer's specifications.

3.4 Delivery: All costs for delivery of the new unit will be assumed by the vendor and included in the net price. Unless stated elsewhere in this Proposal document, all deliveries will be made to City of Grand Junction, Fleet Division, 333 West Ave, Bldg C, Grand Junction, CO 81501.

3.5 Trade-In Equipment: When trade-ins (equipment and/or rolling stock) are presented in the bid specifications, the City reserves the right to reject any or all offers. Allowance for trade-in(s) will be deducted from the full purchase price in computing the net purchase price. All trade-in(s) are offered “as is, with no guarantee or warranty—either implied or expressed—of any kind. Trade-in(s) will not be available until the receipt and acceptance of the new unit unless agreed to by the City of Grand Junction’s Senior Buyer. Trade-in(s) will be in the condition and appearance as appraised by the Bidder on or before the deadline for receipt of bids as set forth in the Invitation for Bids, except for normal wear and tear. Any damage such as collision, fire or vandalism, shall be cause for renegotiation or the Bidder’s withdrawal of the trade-in offer.

It is the policy of the City of Grand Junction’s Fleet Division to maintain vehicles that continue to be used in the same condition as when offered for trade. Cracked or pitted glass will not be replaced unless defects obscure the vision of the driver.

It will be the responsibility of the bidder to examine the condition of the vehicles offered for trade before bidding. No complaint on adverse conditions over and above normal wear and tear will be considered.

Trade-in vehicles will not be available to the vendor until the new replacement unit is placed into active service, after all accessories have been installed and tested. Vehicles are normally traded with the same equipment as when purchased. Unless it is specifically stated on the bid invitation, none of the special equipment or attachments which may be on the vehicle at the time of appraisal will be included with the trade-in. This may apply but is not limited to utility bodies, winches, special hitches, carrying racks, warning lights, two-way radios, sirens etc.

To view the trade-in contact Tim Barker at 970-244-1532 or timba@gjcity.org.

3.6 Taxes & Final Payment: Prices quoted shall exclude Federal Excise and State taxes. Prices quoted shall be F.O.B. City of Grand Junction, CO 81501. Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-903544. Final payment for equipment and vehicles delivered under these specifications will not be made until all terms and conditions have been satisfied.

3.7 Repair & Parts Manuals: An Operators, Repair, Emissions, Electrical and Parts Manual will be supplied with each new unit. Manuals must be received prior to payment. Whenever available, the City prefers one manual in electronic format.

3.8 Manufacturer’s Statement of Origin: The new Unit shall be delivered with the Manufacturer’s Statement of Origin (MSO). Failure to provide MSO shall be grounds to refuse to accept vehicle.

- 3.9 Title:** The awarded supplier shall provide Title work for the new vehicle within 10 days after the receipt of payment from the Owner. Mail or deliver the Title to: Fleet Division, 333 West Ave, Bldg C, Grand Junction, CO 81501. If a problem arises in obtaining the Title within the 10-day window, contact Tim Barker in Fleet Division at (970)-244-1532, or via e-mail timba@gjcity.org. **Name on the title shall read: “City of Grand Jctn”.**

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

4.1. RFP Tentative Time Schedule:

- Request for Proposal available November 19, 2021
- Inquiry deadline, no questions after this date December 10, 2021
- Addendum Due December 15, 2021
- Submittal deadline for proposals December 22, 2021
- Owner evaluation of proposals December 27–31, 2021
- City Council approval (if needed) January 19, 2022
- Purchase Order issued January 21, 2022

4.2. Questions Regarding Scope of Services:

Kassy Hackett, Buyer
kassyh@gjcity.org

- 4.3. Specification/Compliance Form:** Include this entire Specification Form with your Proposal.

MINIMUM SPECIFICATION FOR: A Compressed Natural Gas-Powered Low Entry Cab-Over the Engine Rear Loading Refuse Truck for Solid Waste/Sanitation. Proposals must be offered as a complete, turn-key unit. All specifications must be met or exceeded or may be considered non-responsive. Incomplete responses will not be considered. Proposer shall note any exceptions to the specifications on the Comment section. Proposer shall list in a separate attachment detail concerning the exception. This sheet shall be labeled “Exception(s) to Conditions and Specifications”.

All equipment furnished under this contract shall be new, unused, and the latest model offered by the manufacturer’s current production (unless otherwise stated). Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use shall also be included.

Description	Meets	Does Not Meet	Comments
CHASSIS SPECIFICATION:			

Description	Meets	Does Not Meet	Comments
1. GVWR: 66,000 pounds GVWR minimum rating certified by the manufacturer			
2. FRONT AXLE: 20,000 pounds GAWR minimum rating			
3. REAR AXLE: 46,000 pounds GAWR minimum rating, double reduction tandem with manual differential lock. Gear ration designed to prevent sluggish starts.			
3.1 TIRE CHAINS: Shall include one set of On Spot rear tire chains mounted at rear drive axle.			
4. BRAKE DRUMS: For ease of maintenance, outboard brake drums shall be removable without removing the axle.			
5. ENGINE: Cummins ISL 8.9 G, CNG 320 hp or greater. Minimum 1000 ft lbs of torque. <ul style="list-style-type: none"> • Shall be capacity of 60DGE minimum. 			
6. RADIATOR: Four core , oversized capacity, heavy duty, shall meet engine manufacturer and truck builder requirements in accordance to application of use. Shall include spin on cartridge type water conditioning filter system. Hoses shall be Silicone with spring loaded clamps. Cooling system shall be rated for 100 degree plus summer temperatures.			
7. COLLING FAN: Kysor fan clutch on/off or equal			
8. TRANSMISSION: Allison 4500 or 4560 RDS basic model, 6 speed. Ratio to prevent sluggish starts. System shall include a transmission temperature monitoring cut out device to prevent damage to transmission from overheating. Transmission shall have an external serviceable oil filter.			
9. PTO/PUMP: Front or direct mount direct coupled transmission mount.			
SUSPENSION:			
10. Front: 20,000 lbs, minimum rating with heavy-duty shocks and heavy duty multi-leaf spring type springs. Include static load cushions.			
11. Rear: 46,000 lbs, minimum rating with anti-sway and transfer torque rod, Hendrickson Haulmaax or Mack Camelback. 50 inch axle spacing.			
WHEELBASE AND FRAME LENGTH:			
12. Provide for installation of vertical exhaust system behind cab.			
13. Contact body vendor for proper CA and CT.			
14. BRAKES: Heavy duty Rockwell Q plus or equivalent S cam air brakes front and rear with Stemco Crewson or equivalent automatic slack adjusters. Type 30/30 parking brake chambers on both rear axles, total of four per tandem.			

Description	Meets	Does Not Meet	Comments
15. Turbocharged Bendix Westinghouse compressor, 16.5 CFM minimum.			
16. System shall be equipped with heated Bendix spin on cartridge air drier/automatic moisture dispensing system or equal.			
17. Air tanks to be located between frame rails, in front of drive axle and high on chassis.			
18. AIR HORN: Mounted under hood or behind the grill or cab.			
19. DRIVELINE: Main driveline shall be rated 1810 HD or equivalent with coated splines.			
20. FRAME: Minimum yield strength of 110,000 PSI high tensile steel double channel huck-bolted cross-member with factory reinforced frame. Designed for front mount pump and counterweight to ensure proper weight distribution. • Minimum RBM of 3,000,000 inch lbs.			
21. CAB: Low Entry. Full forward tilt cab-over design. Shall be designed to allow fluid checking for engine and transmission oil and water level without tilting cab. Single piece cab doors both sides, open toward the front.			
22. WHEELS: One piece, 10 hole, hub piloted. Front: 3 each. Rear: 9 each. Size of wheel compatible to the tire size. All lug nuts shall have Wheel Check loose nut indicators installed before delivery.			
23. TIRES: Radial, tubeless, Goodyear or equal. 3 – Front: 315/80R22.5, 10,000 lbs. rating each 9 – Rear: 315/80R22.5, deep lug traction type. Spare tires to be mounted.			
EQUIPMENT:			
24. WIRING: Electrical connections and wiring shall be enclosed, sealed and protected by circuit breakers.			
25. BATTERY: Dual 12-volt heavy duty 1800 cold cranking amps or greater. Shall include a battery shut off switch with light.			
26. CIGARETTE LIGHTER: Factory installed for cell phone adapter.			
27. LIGHTS: Recessed lights and reflectors shall meet D.O.T. Regulations. Unit shall be equipped with automatic daytime headlights, stop, turn, tail and marker lights shall be LED type.			
28. SUN VISOR: Dual.			
29. HEATER: Defroster, heavy-duty fresh air type. Heater hoses shall be Silicone with spring loaded clamps.			
30. ALTERNATOR: 160 amp minimum.			

Description	Meets	Does Not Meet	Comments
31. GAUGES: Fuel, volt, engine temp, oil pressure, air pressure, tachometer and all graduated.			
32. DOORSTEP: Non-skid, non slip material.			
33. AIR CLEANER: Dry type, heavy duty element equipped with an air restriction gauge.			
34. OIL FILTER SYSTEM: Heavy duty spin on type.			
35. WINDOWS: Crank style or power door windows.			
36. WIPERS: Intermittent.			
37. AIR CONDITIONING: Factory heavy duty roof mount. Kysor Red Dot 637 or equivalent. <u>Provide specifications with your bid.</u>			
38. POWER STEERING			
39. ELECTRONIC AM/FM STEREO CLOCK Auto radio shut off when transmission is shifted in reverse.			
40. FUEL TANK: Side frame rail or roof mounted, 60-gallon DGE. Shall not be mounted between cab and body.			
41. COLOR: OEM White (clear coat or powder coat)			
42. BUMPER: Heavy duty front with tow hooks or pins.			
43. SEATS: Both ergonomically designed, air ride, with adjustable back and lumbar support. Color shall be gray or lighter.			
44. MIRRORS: Dual heated, power adjustable West Coast style. One 5-inch concave mirror mounted below each side mirror.			
45. BACK UP ALARM: Electric. Shall activate immediately when shifted into reverse with no delay.			

REFUSE BODY SPECIFICATIONS

Description	Meets	Does Not Meet	Comments
1. COLOR: OEM White (Clear coat).			
2. The body shall be 20 cubic yard high compaction and shall be designed to accept construction debris on a regular basis. Include full construction package. Minimum compaction shall be 1,000 pounds per cubic yard. The hopper shall be a minimum of 3.5 cubic yards and include a complete construction package that includes a minimum 3/16 inch hopper liner. PACKER SHALL NOT BE DESIGNED TO OPERATE IN GEAR AT IDLE. Must include automatic idle increase Controls as well As manual switch by hydraulic control levers.			

Description	Meets	Does Not Meet	Comments
<p>3. The body shall be full ejection type. The body shall be located to allow proper weight distribution on the axles and suspension when fully loaded. Ideal loading not to exceed 36,000 pounds on the rear tandem, and 18,000 pounds on steering axle and 54,000 pounds total. Design for counterweight on front frame if needed.</p> <p>The body specifications shall meet or exceed the most recent units that are currently in operation of the purchaser and by no means be of less quality than these specifications.</p>			
<p>4. The structural integrity of the body shall allow density loading of normal refuse and have a minimum capacity of 20 cubic yards, exclusive of the space occupied by the ejection panel.</p>			
<p>5. Where proximity or limit switches are installed, proximity switches are preferred.</p>			
<p>6. The body sides are to be constructed of high tensile steel with continuous welding to eliminate water pockets.</p> <p>A roof of high tensile steel shall connect the body sides with integral full-length roof rails to contain and dissipate the side loading forces equally throughout the body structure.</p> <p>The body floor is to be high tensile steel, supported by an interlaced under structure with fabricated cross-members and longitudinal of high tensile steel.</p> <p>The body tailgate is to be constructed of high tensile steel. The tailgate shall be hydraulically actuated with manually controlled latches for locking and unlocking tailgate. The bottom ¼ of the tailgate shall incorporate a watertight seal.</p>			
<p>7. The packing plate and hopper shall be constructed of high tensile steel and shall be designed to accept construction debris on a regular basis. The packing plate shall be designed to fully eject all refuse without manual assistance.</p>			
<p>8. The body under structure shall allow for non-restrictive positioning of the body in relation to the chassis tires.</p>			
<p>9. The body shall include a toolbox 12"H x 12"D x 20"L minimum, weather tight, with lock, mounted high under the packer body.</p>			
<p>10. LOADING APPARATUS: The hopper shall include a hydraulic dumpster lift bar and a Bayne rotary type or equal cart tipper, mounted in a manner that prevents product from dropping on the ground when the cart tipper is not being used. A 12,000# winch or reeving cylinder shall be included to assist loading of heavy dumpsters. The</p>			

Description	Meets	Does Not Meet	Comments
dumpster side guide plates shall be 80 inches from inside to inside.			
SAFETY EQUIPMENT:			
11. WHEEL CHOCKS: One set of wheel chocks shall be mounted on each side of the body near the rear axles.			
12. REAR VISION CAMERA: The body shall include a Zone Defense, Industrial Series 7" rear vision camera activated automatically when the vehicle is shifted in reverse. The monitor shall be a color flat screen type.			
13. FIRST AID KIT: Metal case mounted in cab.			
14. FIRE EXTINGUISHER: Amerex, 20-pound ABC, mounted with factory mount on either side of the body away from road debris.			
15. EMERGENCY REFLECTOR KIT. (1) D.O.T. approved.			
16. STROBE SYSTEM: Self contained units or equivalent with illuminated switches in cab. Dual rear lights and single mounted on cab roof.			
17. BODY LIGHTS: "All" body lights shall be LED type. Work lights shall be included to illuminate the packer and work loading area.			
18. GENERAL TERMS: All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade design, quality of material and workmanship. The equipment furnished shall conform to all ANSI safety standards Z245.1.			
19. TRAINING: If requested by the using department, on-site training by authorized factory personnel shall be provided for operation and maintenance of complete chassis and packer unit. A training video shall be supplied to include safety and operation of the equipment supplied.			
20. TRADE: Any unit accepted for trade in shall not be released until all prep, radio installation and logo paint is completed and new unit is permanently in service.			
WARRANTY:			
21. Specify terms and conditions of standard warranty for the complete body and complete chassis.			
22. List optional cost for extended warranties on complete body and chassis.			
23. Supply documentation of warranties on all equipment stated in these specifications upon delivery of unit. ALL WARRANTY WORK SHALL BE PERFORMED LOCALLY BY AN AUTHORIZED DEALERSHIP. Truck chassis manufacturer shall maintain OEM			

Description	Meets	Does Not Meet	Comments
licensed dealership and authorized service center within fifty (50) miles of the working location of the machine(s) offered. This facility must be staffed with qualified servicemen and have provisions for storing a representative supply of parts for the machine(s) offered as well as provisions for securing parts from the manufacturer within a reasonable length of time (48 hours max). State name and contact person of authorized dealership.			
24. PARTS & SERVICE MANUALS: <ul style="list-style-type: none"> • Provide two (2) complete sets. • Provide two (2) ISO hydraulic schematics. • Provide two (2) wiring diagrams of complete finished unit. 			
25. KEYS: Provide three (3) sets each.			
26. EXCEPTIONS TO SPECIFICATIONS: List on a separate sheet of paper variations from, or exceptions to the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Conditions and Specifications" and shall be the last page attached to the bid.			
27. EXTENSION: The City of Grand Junction includes a provision in its purchase policies to extend a bid for an additional year if it is in the best interest of the City, and if vendor will hold the original bid price for a like item. Indicate on the response form if you agree to hold the original bid price for an additional year.			

SECTION 5.0: EVALUATION CRITERIA AND FACTORS

- 5.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 5.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- **Customer List:** Provide current customer list and contact information.
- **Maintenance:** Provide maintenance cost analysis based on data from current users.
- **Parts:** Location and availability of replacement parts.
- **Body Capacity:** List available body capacities and product ejector types available.
- **Compaction Ratio:** Provide documentation of compaction ratio.
- **CNG:** Provide location and capacity of CNG storage tanks.
- **Dimensions:** Overall height and turning radius.
- **Cost of unit.**
- **Specifications.**
- **Weight Distribution.**

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, contractor, supplier, or service provider in determining final award(s).

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 5.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- 5.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.

SECTION 6.0: SOLICITATION RESPONSE FORM
RFP-4975-22-KH "CNG Rear Load Refuse Truck"

Offeror must submit entire Form completed, dated and signed.

The Owner will receive electronic bids through the Rocky Mountain E-Purchasing website, www.bidnetdirect.com/colorado prior to the date and time indicated on the front of this document at which time the bids will be publicly opened and read, for furnishing the materials, supplies, equipment and/or services, as shown below and/or attached hereto: **FOB DESTINATION** delivered at Grand Junction, Colorado. **TRANSPORTATION CHARGES PREPAID.** All in accordance with the bid conditions, special provisions, and specifications attached or as indicated below.

Purchasing Representative: Kassie Hackett kassyh@gjcity.org 970-244-1546

PROPOSED PRICE for One (1), New, Compressed Natural Gas-Powered Low Entry Cab-Over the Engine Rear Loading Refuse Truck

\$ _____

Written: _____ Dollars

Year/Manufacture/Model No.: _____

DELIVERY: State expected delivery time after receipt of order. _____ days ARO

ORDER CUTOFF DATE (Please specify the order cutoff date if any): _____

WARRANTY: Specify Warranty and **supply manufacturer's documentation:**

ADDENDA: State number of Addenda received: _____.

- Prompt payment discount of _____ percent of the net dollar amount will be offered to the City if the invoice is paid within _____ days after the receipt of the invoice. The Owner reserves the right to consider any such discounts when determining the bid award that are no less than Net 10 days.
- The undersigned certifies and agrees that this Proposal is submitted in accordance with all applicable Federal, State, County, and City laws.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.

DATE _____

(Company Name of Bidder – Typed or Printed)

(Phone Number of Bidder)

(Address of Bidder)

(Authorized Dealer Agent – Typed or Printed)

(City, State, and Zip Code)

(Authorized Signature)

(E-mail Address of Agent or Sales Contact)