



**Request for Proposal
RFP-4333-17-SH**

SIDE LOADING REFUSE TRUCK

RESPONSES DUE:

March 21, 2017 prior to 2:30 P.M.

Accepting Electronic Responses Only

Responses Only Submitted Through the Rocky Mountain E-Purchasing System

<http://www.bidnetdirect.com/colorado>

(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:

Susan Hyatt

susanh@gjcity.org

970/244-1513

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 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

Side Loading Refuse Truck

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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 for the City of Grand Junction (Owner) on behalf of the Grand Junction Solid Waste Division. All contact regarding this RFP is directed to:

RFP QUESTIONS:

Susan Hyatt

susanh@gjcity.org

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified firms to provide a Side Loading Refuse Truck.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado 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 through the Rocky Mountain E-Purchasing website, <http://www.bidnetdirect.com/colorado>. 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 www.gjcity.org/business-and-economic-development/bids for details. **The uploaded response to this RFP shall be a single PDF document with all required information included.** 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.
- 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 prior to the sixty-first (61st) day 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 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.9 Exclusion:** No oral, telegraphic, or telephonic proposals shall be considered.
- 1.10 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 City Purchasing Division. 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.bidnetdirect.com/colorado. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 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.
- 1.12 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 Purchasing Supervisor. 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.
- 1.12 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 1.12 entitled “Confidential Material”. Disqualification of a proposal does not eliminate this right.
- 1.13 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.

1.14 Open Records: Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, 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 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 in the City Hall Auditorium 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 Letter of Interest or Cover Letter by the autographic signature of 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 including compensation, 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 in not less than triplicate by the Owner (Owner) and Contractor. Owner will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his 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 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, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.

- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental 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, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. 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, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. 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 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.
- 2.7. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.
- 2.8. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.9. 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 Addendums.
- 2.10. 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 Services.
- 2.11. 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.

- 2.12. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.12.1.** 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.
 - 2.12.2.** 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.
 - 2.12.3.** 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.
- 2.13. 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).
- 2.14. 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.
- 2.15. 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.
- 2.16. 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.
- 2.17. 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.
- 2.18. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner, State of Colorado, 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.

- 2.19. 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.
- 2.20. 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.
- 2.21. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.22. 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.
- 2.23. 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.
- 2.24. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.25. 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.
- 2.26. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.27. 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.

- 2.28. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the City of Grand Junction budget approved by the City Council 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 City of Grand Junction fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.29. 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.
- 2.30. Gratuities:** The proposer certifies and agrees that no gratuities, kickbacks or contingency fees 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 proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.31. Safety Warranty:** Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.
- 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 Offeror 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 Offeror 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 Offeror.
- 2.36. Multiple Offers:** Proposers must determine for themselves which product 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.** “Contractor” refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
- 2.38.2.** “Offeror” refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a bid (fee) proposal in response to the Owner’s RFP.
- 2.38.3.** The term “Work” includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.38.4.** “Owner” is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor’s Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.38.5.** “Contractor” is the person or organization 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.

2.38.6. "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 bidder has knowledge of their employee(s) or sub-Bidders having an immediate family relationship with a Owner employee or elected official, the bidder 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: Developer 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 projects. Developer 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 Developer claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Developer 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), Developer 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. Developer 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).

"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 INSTRUCTIONS

- 3.1 Intent:** It is the intent of this specification to provide for the purchase of a 26 to 30 yard side 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

4.1 RFP Tentative Time Schedule:

Request for Proposal available	February 24, 2017
Inquiry deadline, no questions after this date	March 10, 2017 at 12:00 PM
Submittal deadline for proposals	March 21, 2017 prior to 2:30 PM
Owner evaluation of proposals	March 22 – 31, 2017
City Council approval (if needed)	April 5, 2017
Purchase Order issued	April 6, 2017

4.2 Specification/Compliance Form: Include this entire Specification Form with your Proposal.

MINIMUM SPECIFICATION FOR: One (1) New CNG Powered 27 to 30 Yard Low Entry Cab-Over Engine Side Loading Refuse Truck. Bids 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. **Offeror shall note any exceptions to the bid on the Comments section.**

All parts not specifically mentioned herein, which are necessary to provide a complete unit, shall be included in the bid and shall conform in strength and quality of material and workmanship according to the industry standard. The manufacturer shall have produced the truck for a period of at least three years.

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 tandem, double reduction, with manual differential lock. Gear ratio 5.66 or higher, designed to prevent sluggish starts. Shall include one set of "On spot" automatic tire chains.			
4. BRAKE DRUMS: For ease of maintenance, outboard brake drums shall be removable without removing the axle.			
5. ENGINE: Cummins 8.9L ISL G, CNG, Minimum 320 hp. Minimum 1000 ft. lbs. torque. CNG storage capacity of 75 gallons "USABLE" DGE minimum. Shall include engine block heater, 1500 watt, and key shut off. No acceleration restrictions from either driving position. Shall be designed and programmed for 6000 feet elevation.			
6. RADIATOR: Oversized capacity, heavy duty, and -40-degree coolant, with spin on cartridge type water conditioning filter system. Cooling system shall be rated for summertime temperatures in excess of 105 degrees Fahrenheit. All hoses shall be Non Silicone type.			
7. COOLING FAN: Kysor fan clutch on/off or equal.			

Description	Meets	Does Not Meet	Comments
<p>8. TRANSMISSION: Allison 4500 or 4560 RDS model, 6 speed. System shall include a transmission temperature monitoring cut out device to prevent damage to transmission from overheating. Shall have a serviceable oil filter.</p>			
<p>9. PTO/PUMP: Direct drive, direct coupled transmission mount, designed for full arm operation in drive gear at idle with over-speed protection. Front mount not acceptable.</p>			
<p>10. FUEL TANKS: Side frame rail, tailgate or roof mounted, 75 gallons “usable” DGE minimum. Shall not be mounted between cab and body.</p>			
<p>11. DRIVELINE: Main driveline shall be rated 1810 HD or equivalent with coated splines.</p>			
<p>12. SUSPENSION: Front 20,000 lbs., minimum rating with heavy-duty shocks and heavy duty multi-leaf spring type springs. Include static load cushions.</p>			
<p>13. SUSPENSION: Rear 46,000 lbs., minimum rating with anti-sway and transfer torque rod, Hendrickson Haulmaax or Mack Camelback. 50-inch axle spacing.</p>			
<p>14. WHEELBASE AND FRAME LENGTH: 197 inches preferred but Shall meet body vendor specifications. Body vendor shall provide minimum usable cab to tandem and proper wheelbase. MAXIMUM HEIGHT OF COMPLETED VEHICLE SHALL NOT EXCEED 13 FT 2 INCHES.</p>			
<p>15. AIR INTAKE: Vendor shall provide for installation as not to obstruct operator’s vision through the side mirrors or rear window.</p>			
<p>16. FRAME: Minimum yield strength of 110,000 PSI high tensile steel double channel cross-member factory reinforced frame.</p> <ul style="list-style-type: none"> • Frame extension cab utilized to accommodate front PTO pump if applicable. 			
<p>17. BRAKES: S-cam type, heavy duty RSD air brakes front and rear with automatic slack adjusters.</p> <ul style="list-style-type: none"> • Anchorlok Life Seal or equal parking brake chambers on both rear axles, total of four per tandem. (Unconditional, 6-year, unlimited mileage warranty on brake chambers). 			
<p>18. BRAKE COMPRESSOR: Shall be turbo-charged Bendix Westinghouse or equal, high volume 30.0 CFM minimum, and shall be equipped with a heated air drying automatic moisture dispensing system to include a spin on replacement cartridge. Air dryer shall be located between the frame rails and shall include moisture-dispensing valve a DV-2 automatic moisture-dispensing valve.</p>			
<p>19. BRAKES, AIR TANK: Shall include an automatic DV-2 moisture-dispensing valve or equivalent with a heater on wet tank. All tanks and DV-2 shall be located between the frame rails, in front of the drive axles and high on chassis or not to interfere with the loading apparatus or CNG tanks. All air tanks shall have a centralized drain valve manifold accessible from the side of the vehicle to drain tanks with a pull cable.</p>			

Description	Meets	Does Not Meet	Comments
20. AIR LINES: Compressed air lines shall be Synflex nylon or equivalent.			
21. CAB: Low Entry: Duel Steering, duel air ride seats, full forward tilt cab-over design. Shall be designed to allow fluid checking for engine and transmission oil and water level without tilting cab. Shall include bump guards on each front corner of the cab. Collection operation shall be designed for right side driver position. <u>Overall vehicle height sticker shall be placed in cab visible to driver.</u> Front wheel wells shall incorporate flares to prevent debris from being splashed on mirrors.			
22. COLOR: OEM White paint or powder coat, Cab and Body with white tire rims. Black paint frame.			
23. GAUGES: Visible and readable from the driver's position. All graduated gauges. <ul style="list-style-type: none"> • Air pressure • Engine oil pressure • Coolant temperature • Transmission temperature • Speedometer • Engine tachometer • Fuel pressure / level • Voltmeter • Any appropriate meters for CNG 			
24. ENGINE HOUR METER: In cab, on instrument panel, digital preferred.			
25. BUMPERS: H.D. tapered front with vertical side markers, reinforced tow hooks or pins on front and rear of frame.			
26. GRAB HANDLES: Dual cab mounted assist.			
27. DOOR STEPS: Nonskid, non-slip material.			
28. WINDSHIELD WIPERS: Dual electric, two speed with intermittent mist delay.			
29. WINDOWS: Tinted 20% smoke gray. Rear window oversized, if available. Side windows shall be crank style or electric, not manual sliding.			
30. MIRRORS: Dual heated, electronically adjustable mirrors on both sides. Control switch (s) shall be located readily accessible to the driver from both driving positions. One 8-inch concave mirror mounted below each side mirror.			
31. SUN VISOR: Dual			
32. HEATER: Defroster, heavy-duty fresh air type. Heater hoses shall be Non-Silicone type.			
33. STEERING: Duel Steering, Power steering shall be engine oil compatible. No acceleration restrictions from either driving position.			
34. AIR CONDITIONING: Roof mounted air conditioner, Kysor Red Dot 637 or equivalent. <u>Provide specifications with your bid.</u>			
35. SEATS: Both ergonomically designed, air ride, with adjustable back and lumbar support. Color shall be gray or lighter.			

Description	Meets	Does Not Meet	Comments
36. AIR HORN: Mounted under hood or behind the grill or cab. Control accessible from either driver position.			
37. RADIO: Standard OEM AM/FM radio. Auto radio shut off when 2-way mic is removed from holder.			
38. BACK UP ALARMS: Shall meet all Federal and State requirements. Shall be electric. Unit shall activate immediately upon transmission shifting to reverse. NO DELAY ALLOWED!			
39. THROTTLE: No manual throttle in the cab.			
40. EXHAUST: Vertical exhaust pipe tapered towards rear outside of cab.			
41. WHEELS: One piece, 10 hole, hub piloted, Front: 3 each, Rear: 9 each, Size of wheel compatible to the tire size. One spare for the front and one spare for the rear. All lug nuts shall have Wheel Check loose nut indicators installed before delivery.			
42. TIRES: Radial, tubeless, Goodyear or equal. All 10,000# minimum rating. 3 -Front: 315/80R22.5, all position 9 - Rear: 315/80R22.5, traction type. Spare tires to be mounted on rims. One spare for the front and one spare for the rear.			
43. TURN SIGNALS: Heavy-duty beeper activated, designed for the appropriate number of lights and current load of chassis and body. In addition to front and rear there shall be half moon style side mounted flashers protruding from the body of the packer or cab of the chassis.			
44. 4 WAY FLASHERS: Shall be designed to operate continuously without circuit overload or failure.			
45. LIGHTS: Unit shall be equipped with automatic daytime headlights. All tail, marker and work lights shall be L E D type.			
46. EQUIPMENT: It is the intent of these specifications to keep the right outside rail clear for the body equipment. Contact body vendor for specifications.			
47. FIRST AID KIT: A First Aid Kit shall be mounted in the cab.			
48. WIRING: All electrical connections and wiring shall be protected by accessible circuit breakers. All wiring connectors to be soldered or crimp type with shrink-wrap covering. Fuses, unprotected wiring or scotch lock connectors in any application shall not be acceptable.			
49. BATTERY: Minimum of three (3) batteries, 12-volt heavy-duty. Located as to not interfere with the operation of the loading arm. Include battery shut off switch with indicator light.			
50. ALTERNATOR: Minimum 31 SI • Minimum of 240 amps , with R-stator terminal, 12 Volt system.			
51. ENGINE OIL FILTER: Heavy-duty spin on element.			
52. WARRANTY: OEM Standard - one year minimum on complete unit.			

Description	Meets	Does Not Meet	Comments
<p>ALL WARRANTY WORK SHALL BE PERFORMED LOCALLY BY AN AUTHORIZED DEALERSHIP</p> <p>Truck Chassis manufacturer shall maintain OEM licensed dealership and authorized service center within (50) fifty miles of the working location of the machines offered. This facility must be staffed with qualified servicemen and have provisions for storing a representative supply of parts for 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.</p> <ul style="list-style-type: none"> • Engine and Power Train, minimum three (3) year, 300,000 parts and labor. • Allison transmission, minimum three (3) year unlimited. 			
<p>53. PARTS & SERVICE MANUALS: One complete set.</p> <ul style="list-style-type: none"> • Parts manual • Service manual • ISO hydraulic schematic • Wiring diagram of complete finished unit • <u>Specify type of manuals, hard copy book or CD.</u> 			
<p>54. LINE SET SHEETS: One set.</p>			
<p>55. KEYS: Four (4) sets of all keys.</p>			

REFUSE BODY SPECIFICATIONS: All equipment furnished under this contract shall be new, unused, and the latest model offered by the manufacturer's current production. 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.

Description	Meets	Does Not Meet	Comments
<p>1. MONITOR/CAMERA'S: "Zone Defense", Industrial Series 7" DVR Quad monitor camera system with touch screen, or "Third Eye" system. Three cameras. One for rear viewing, one for viewing collection arm area and one for viewing hopper area. No shutters.</p> <ul style="list-style-type: none"> • Monitor shall be color, flat screen, mounted in the upper right corner of the right driver's position while seated in the right side of the truck. • All components to be weatherized and heated for cold weather to prevent frost on the lenses, and shall include heavy-duty camera enclosures and a cable protection kit. • Additional back up lights mounted at each side of rear camera. Rear camera and lights shall be designed to come on automatically when transmission is shifted into reverse. 			

Description	Meets	Does Not Meet	Comments
<ul style="list-style-type: none"> Mounting of camera enclosure and lights shall be lower than the height of the body. 			
2. LIGHTS: All lights to be included, and in accordance with FMVSS #108 or most recent standards. Brake, turn, tail, marker and work lights shall be LED type.			
3. REAR FENDERS: Incorporated in the body or factory installed. Shall include heavy-duty mud flaps. Fenders shall not extend beyond the discharge opening of the body. Rear mud flaps shall be attached to the tail gate.			
4. BODY: The body shall be 27-yard minimum capacity, mounted to ensure proper weight distribution upon the axles and suspension when fully loaded. Ideal loading to be less than 46,000 lbs. on the rear tandem and 20,000 lbs. on the steering axle. TOOLS: (1) Flat shovel, (1) Broom, (1) clean out tool (if required), mounted on the body.			
5. TOOLBOXES: The body shall include one (1) locking toolbox, around 14 inches by 16 inch by 24 inch minimum, constructed of steel, painted and weather tight. Include two (2) keys per toolbox.			
6. WHEEL CHOCKS: The body shall include one set of wheel chocks mounted in brackets on each side of the body.			
7. BODY REINFORCEMENT: The body and hopper floor shall include an optional reinforcement wear package to prolong the longevity of the wear surfaces if available.			
8. HOPPER COVER: The hopper shall include or incorporate a cover to reduce spillage when transporting refuse to the landfill. A hopper crusher plate is preferred and acceptable as a cover.			
9. HOPPER DESIGN: The hopper shall be square in design (not round). The packing panel shall be a push or pull design capable of packing 800 pounds per cubic yard minimum on a continuous basis. The packing cycle shall be programmable to allow for either preset, or continuous packing. The hopper floor shall include an additional liner that extends into the body.			
10. OVERALL HEIGHT: Completed unit shall not exceed 13ft 2 inches (158 inches).			
11. LOADING APPARATUS: The loading mechanism shall be a rail type arm with a minimum reach of eight (8) feet, and capable of dumping 64 and 96 gallon containers without changing grippers. The lifting capacity shall be one thousand pounds (1000#) or greater at minimum reach. No part of the arm shall be greater in width than the width of the grippers in their closed position when applied to a 96-gallon container.			
12. WORK LIGHTS: LED type, installed to illuminate container pick up area and hopper.			
13. ADDITIONAL REAR LIGHTING: Two (2) each LED type, four inch or larger, amber lights, to be mounted on the upper portion tailgate that flash as brakes are applied.			
14. FIRE EXTINGUISHER: Outside mounted, Amerex or equal, Class ABC 20 lb. fire extinguisher. To be			

Description	Meets	Does Not Meet	Comments
mounted in a safe, secure and easily accessible location, near the cab, away from road debris.			
15. REFLECTIVE ITEMS: The rear bumper shall have a 2 inch red and white reflective tape along the length of the bumper and also along the bottom edge of the body to comply with all DOT regulations. <ul style="list-style-type: none"> One red reflective emergency triangle kit shall be included. 			
16. STROBE SYSTEM: Strobe switches in an accessible location for the operator. Four (4) strobes, all self-contained, one (1) low profile beacon mounted on the left side of cab roof, one (1) beacon mounted on the tailgate above the rear vision camera, and two (2) four inch round LED type strobes, mounted in lower light bar.			
17. CONTROLS: A padded armrest shall be mounted on the center console for use with joystick if applicable. A joystick mounted in an ergonomically correct location for left hand operation from the right steering side of the vehicle. One additional controller for use from the right outside portion of the vehicle. The controller shall be mounted just inside the right side door, but accessible to the operator from ground level.			
18. DECALS: Rear of body shall incorporate "Caution Wide Turn" decals for both directions.			
OVERALL REQUIREMENTS AS FOLLOWS:			
19. WARRANTY: One-year minimum on complete unit.			
20. PARTS AND SERVICE MANUALS: Two complete sets. <ul style="list-style-type: none"> Parts manual Service manual ISO hydraulic schematic Wiring diagram of complete finished unit Specify type of manuals, hard copy book or CD. 			
21. KEYS: Four (4) sets of keys supplied.			
22. LINE SET SHEETS: One set.			
23. WARRANTY REPAIR: The City of Grand Junction, Fleet Services Division shall be authorized by the manufacturer and their distributor to perform in-house warranty repairs at the most current Fleet Services Labor Rate. All warranty replacement parts shall be covered under this agreement.			
24. TRADE-IN: Any unit accepted for trade-in shall not be released until all prep, accessory installation and all new units are permanently in service not to accede 60 days from delivery of the new units.			
OPTIONAL EQUIPMENT, PLEASE PRICE SEPARATELY			
1. 2-WAY RADIO – VHF 45 – 50 Watt , pre-programmed and installed, accessible from both driver positions. Mic holder accessible from either driver position and shall isolate power to the AM/FM radio when mic is removed. Program frequencies are; Transmit – 158.97 Receive -- 153.74 P.L. -- 127.3			

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 Proposals. 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 and weight distribution
- **CNG:** Provide location and capacity of CNG storage tanks
- **Dimensions:** Overall height and turning radius
- **Cost of Unit**

- 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

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: Susan Hyatt susanh@gjcity.org 970-244-1513

PROPOSED PRICE for One (1), New, 27 to 30 yard, Low Entry Cab-Over Engine Side Loading Refuse Truck

\$ _____

Written: _____ Dollars

Year/Manufacture/Model No.: _____

OPTIONAL EQUIPMENT: Two Way Radio \$ _____

OPTIONAL TRADE: Unit 4278, Truck: 2010 Labrie 27 yard side loader mounted on 2010 Mack LEU 613 with MP7-325 Diesel engine. Currently has 7431 engine hours, (79,000 miles), Estimated engine hours at time of trade 8450.

\$ _____ Trade Offered

Written _____ Dollars

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 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)