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I. PURPOSE

The Town of Strasburg is soliciting bids from qualified vendors to provide one (1) 2023-2024 (1-1/2) One and a Half Ton Truck 4x4 or equivalent with a Telescopic/Articulating Aerial Device for the Town of Strasburg located at 174 east King Street, Strasburg, VA 22657 Any questions regarding this invitation for bid shall be addressed to Ray Heishman at 540-465-3025, rheishman@strasburgva.com.

II. GENERAL

For the purpose of clarification, each vendor receiving this IFB is referred to as a “Bidder” and the Bidder awarded the contract to supply the goods is referred to as a “Vendor”. The Town of Strasburg is referred to as the “Town”, and “Representative” refers to the Contract Administrator who will be administering the contract. This IFB states the instructions for submitting bids, the procedure and criteria by which a contract may be awarded, and the contractual terms which will exclusively govern the contract between the Town and the Vendor.

III. BASIS OF BID

The Town wishes to purchase one (1) 2023-2024 (1-1/2) One and a Half Ton Truck 4x4 or equivalent with a Telescopic/Articulating Aerial Device.

The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the Town to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered nonresponsive.

BASE TRUCK SPECS:

- Automatic Transmission with Four Wheel Drive Transfer Case
- 6.7L Diesel Engine or equivalent
- Engine Block Heater
- On/Off Road Tires
- Fuel Tank – Minimum 40 Gal.
- Backup Camera
- Electronic Brake Controller
- Rubber undercoating preferred
- Preferred Color – White, other colors will be considered
- Bucket Truck Bed Body with storage compartments
- Powder coating of body and compartments
- 16 Ga. Galvanneal body material
- 12 Ga. Hot rolled Treadplate floor and compartment tops or equivalent
- Stainless steel door hinges and locking latches
- Full size hotstick shelf
- Amber strobe lighting kit front and rear (may include roof light bar) or equivalent

- Rubber wheel chocks and storage
- 4 Outrigger pads and storage

EQUIPMENT SPECS:

- Telescopic/Articulating Aerial Device with minimum full height of 35 feet
- Insulated platform liner, rated at 50KV AC preferred
- Walk-in platform with door and electric/hydraulic controls
- Platform dimensions 24" x 30" x 42"
- Platform rated at 400 lbs. preferred
- 120V at platform preferred
- 12V backup hydraulic system
- Platform cover
- Lower controls
- Powder coated
- Non-slip walking surfaces
- 2 complete service manuals

IV. CONTRACT REQUIREMENTS

The successful bidder shall furnish and deliver the vehicle per the attached specifications within sixty (60) calendar days from the date the purchase order is issued. Shipping shall be FOB destination to the Town address listed below with the shipping cost being included in the unit price for each product. No separate line shall be shown for the shipping charges. The shipping address is: 448 Borden Mowery Drive, Strasburg, VA 22657 Attn: Ray Heishman. The Town shall be notified prior to delivery of any items so that personnel may be available to allow access to the location and verify items received. The Town will not be responsible for items delivered without advance delivery arrangements. Vendor claims, as a result of failure to make advance delivery arrangements, will not be considered by the Town. The Contractor must contact Ray Heishman at 540-465-3025 to schedule or make delivery arrangement to this site.

V. METHOD FOR PAYMENT

Payment will be made within 30 days after receipt of valid invoice and verification of satisfactory goods received and/or completion of work. Invoices shall be submitted to the address listed below for all items completed within the designated billing period.

VI. INVOICING

Invoice shall be submitted when the utility vehicle has been shipped and accepted by the Town of Strasburg. Invoice shall include the purchase order number, itemized quantities, unit price, and extended costs based on the contract pricing schedule. The invoices shall be submitted to the address as listed below:

The Town of Strasburg,
174 East King Street,
Strasburg, VA 22657

VII. AWARD

Award of the contract shall be made to the lowest responsive and responsible bidder provided that the bid is not more than \$160,799 and the Town in its sole discretion determines that the bid price is fair and reasonable. If applicable, unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The Town reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

VIII. BID ACCEPTANCE PERIOD

Any bid in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

IX. QUALIFICATIONS OF BIDDERS OR OFFERORS

The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the contract. Such investigations may include but are not limited to fingerprint-based criminal history background checks, credit checks, legal residence checks, or proof of US citizenship. The Bidder shall furnish to the Town all such information and data for this purpose as may be requested. The Town further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

X. PRODUCT INFORMATION

The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the Town to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered nonresponsive.

XI. GENERAL TERMS AND CONDITIONS - GOODS

1. PRECEDENCE OF TERMS

In case of a conflict between the General Terms and Conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall apply.

2. CLARIFICATION OF TERMS

If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Purchasing Agent or the Department Head whose name appears on the face of the solicitation by five days before the bid opening date. Any revisions to the solicitation will be made only

by a written addendum issued by the Purchasing Agent.

3. BRAND NAME OR EQUAL

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturing name, but conveys the general style, type, character and quality of the article needed. Any article that the Town, in its sole discretion, determines to be equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible for clearly and specifically showing that the product being offered, by providing specific descriptive literature, catalog cuts and technical details, to enable the Town to decide whether the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified.

Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation process. Failure to furnish adequate data for evaluation purposes may result in the Town declaring the bid nonresponsive. Unless the bidder/offeror clearly shows in his bid/proposal that the product being offered is an equal product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

4. TRANSPORTATION AND PACKAGING

By submitting a bid/proposal, all bidders/offerors certify and warrant that the price offered for FOB Destination includes only the actual freight costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with the purchase order number, commodity description and quantity.

5. TESTING AND INSPECTION

The Town reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.

6. PAYMENT TERMS

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after receipt of an invoice, or acceptance of the goods by the Town of Strasburg, whichever occurs later. This shall not affect offers of discounts for payment in less than 30 days, however.

7. INVOICES

Invoices for the seller shall submit items ordered, delivered and accepted direct to the payment address shown on the purchase order/contract. All invoices shall show the Town's contract number and/or purchase order number.

8. TAXES

Sales to the Town of Strasburg are exempt from state and local sales taxes. State sales and use tax certificates of exemptions will be issued upon request.

9. DEFAULT

In case of failure to deliver goods or services according to the contract terms and conditions, the Town, after due oral or written notice, may obtain them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be beyond any other remedies that the Town may have.

10. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town.

11. ANTITRUST

By entering into a contract, the bidder/offeror conveys, sells, assigns and transfers to the Town of Strasburg all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia relating to the particular goods or services purchased or acquired by the Town of Strasburg under said contract.

12. ETHICS IN PUBLIC CONTRACTING

By submitting a bid/proposal, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor about their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

13. ANTI-DISCRIMINATION

By submitting a bid/proposal all bidders/offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act that provides:

In every contract more than \$10,000, the provisions in A and B below apply:

A. During the performance of this contract, the contractor agrees as follows: The

Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the seller. The seller agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The seller, in all solicitations or advertisements for employees placed by or for the seller, will state that such sellers are equal opportunity employers. Notices, advertisements and solicitations placed according to federal law, rule or regulation shall be deemed sufficient for meeting the requirements of this section.

B. The seller will include the provisions of A above in every subcontract or purchase order more than \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

14. INDEMNIFICATION

Sellers agree to indemnify, defend and hold harmless the Town of Strasburg, its officers, agents and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any materials, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the Town or to the failure of the Town to use the materials, goods or equipment in the manner already and permanently described by the seller of the materials, goods or equipment delivered.

15. DEBARMENT STATUS

By submitting a bid/proposal, all bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Town of Strasburg, nor are they an agent of any person or entity that is currently debarred from submitting bids/proposals on contracts by the Town of Strasburg.

16. APPLICABLE LAW AND COURTS

Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The seller shall comply with applicable federal, state and local laws and regulations.

17. QUALIFICATIONS OF BIDDERS/OFFERORS

The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the work or furnish the item(s) and the bidder/offeror shall furnish the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect the bidder's/offeror's physical plant prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The Town further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fail to satisfy the Town that such bidder/offeror

is properly qualified to carry out the obligations of the contract and to complete the work or furnish the item(s) contemplated therein.

18. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

The Town of Strasburg is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability Act of 1990. Specifically, the Town of Strasburg, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 §504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 §504.