



INVITATION FOR BID
CONCRETE MIXER TRUCK
FB2467

BIDS WILL BE OPENED
1:00 PM SEPTEMBER 15, 2023

City Hall
101 North Main Street
Winston-Salem, NC 27102

Concrete Mixer Truck

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed proposals endorsed “**Concrete Mixer Truck**” to be furnished to the City of Winston-Salem will be received by the City/County Purchasing Department in Suite 324, City Hall Building, 101 North Main Street, Winston-Salem, NC until **1:00 PM, September 15, 2023** at which time they will be publicly opened.

Instructions for submitting bids may be obtained during regular office hours, Monday – Friday, 8:00 a.m. to 5:00 p.m. by contacting Russell Frye via email russellf@cityofws.org. The City reserves the right to reject any or all proposals.

It is the policy of the City of Winston-Salem that an employee, officer, or agent of the City may not participate in any manner in the bidding, awarding, or administering of contracts in which they, or a member of their immediate family, their business partner, or any organization in which they serve as an officer, director, trustee, or employee, have a financial interest.

The successful bidder must comply with all provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a bid, the successful bidder agrees to indemnify the City from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of, or connected with, the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

All bids must be firm and not subject to increase, unless specified within the provisions of this Invitation for Bid (IFB) and mutually agreed upon by the City and the proposer.

No special inducements will be considered that are not a part of the original bidding document.

City Rights and Options

The City, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify this IFB at any time
- To cancel this IFB with or without the substitution of another IFB
- To take any action affecting this IFB, this IFB process, or the equipment subject to this IFB that would be in the best interests of the City
- To issue additional requests for information

Public Records

Any material submitted in response to this IFB will become a “public record” once the bidder’s document(s) is opened and the bidder is determined to be a participant in the solicitation process and shall be subject to public disclosure consistent with Chapter 132, North Carolina Statutes. Bidders must claim any applicable exemptions to disclosure provided by law in their response to this IFB. Bidders must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

Familiarity with Laws and Ordinances

The submission of a bid on the equipment requested herein shall be considered as a representation that the bidder is familiar with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the bidder discovers any provisions in the IFB documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be reported to the City in writing without delay.

Ethics Policy / Code of Conduct

The City of Winston-Salem has establish guidelines for ethical standards of conduct for City representatives and to provide guidance in determining what conduct is appropriate in particular cases. City representatives should maintain high standards of personal integrity, truthfulness, honesty, and fairness in carrying out public duties; avoid any improprieties in their roles as public servants including the appearance of impropriety; and never use their position or power for improper personal gain. In establishing an ethics policy, the City of Winston-Salem desires to protect the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body. For a complete review of the City Policy click the following link.

<http://www.cityofws.org/Home/Departments/Purchasing/Articles/Bids>

Financial Capacity and Resources

In determining the lowest responsible, responsive bidder, the City will conduct an evaluation of the financial capacity, strength and resources of the contractor in an effort to ensure timely and satisfactory completion of the project and to protect the City from the risk of default by a contractor due to financial instability. The analysis

will include an evaluation of specific financial indices and ratios in an effort to maximize objectivity and provide measures that are more directly comparable among contractors. Relevant information regarding judgments, liens, litigation and bankruptcy filings, which may materially affect a contractor's financial strength or position, will be examined. In addition to credit ratings and credit reports, bank and vendor references may be used to evaluate the credit worthiness of each contractor. The City may also look at other facts including but not limited to the years of experience in performing similar work/projects, timeliness in paying subcontractors and demonstration of the contractor's ability to obtain sufficient levels of liability and property damage insurance. The Contractor understands that if the City determines that the Contractor's financial capacity, strength and resources are inadequate for the project or contract upon which the Contractor has placed a bid, the City may consider and reject the Contractor/Contractor's bid as the lowest responsible responsive bidder/ bid.

Iran Divestment Act

Contractor hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS § G.S. 147-86.58, nor will contractor utilize on this agreement any subcontractor on such list. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer's Office site: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>.

Divestment from Companies That Boycott Israel

Contractor hereby certifies that it is not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list.

Right To Audit

To confirm compliance with the terms of this Agreement, the City's MWBE program, local, state, and federal laws and regulations, the City may, at all reasonable times upon reasonable prior notice during usual business hours, inspect, audit and examine for a period up to five (5) years after completion of the service or project detailed in this Agreement, all accounts and books of Contractor and, where necessary, make copies of the Contractor's documents necessary to determine compliance. Such right may be exercised through any agent or employee of City or by independent certified public accountants designated by the City. The Contractor shall permit the aforementioned inspection, audit and examination, and where necessary, the City to make copies of documents verifying compliance as indicated herein."

Public Health & Safety

To protect public health, including the health of city employees, and to slow the rate of transmission of COVID-19, all vendors, contractors and service providers, including their employees, officers, agents and subcontractors, conducting business with the City of Winston-Salem (collectively hereinafter "City Contractors") must align their operations, employment and safety practices with the guidance and recommendations of the CDC and OSHA relating to COVID-19 and the executive orders issued by Governor Roy Cooper, until further notice. All City Contractors must implement, adhere to, and enforce measures that require, amongst other things, frequent hand washing, the use of hand sanitizer, social distancing and the wearing of contractor-provided PPE including, but not limited to, face masks and gloves, recommended by the CDC, OSHA, the State of North Carolina or the City of Winston-Salem, by all of their employees and subcontractors accessing city owned or leased property. Until further notice, all City Contractors must refrain from accessing city owned or leased property without the aforementioned PPE and must refrain from accessing city owned or leased property if exhibiting any symptoms associated with COVID-19. Failure to adhere to the requirements set forth herein may result in the removal of a City Contractor from city owned or leased property and the City's exercise of the appropriate contract suspension or termination provisions.

Nondiscrimination Ordinance

As a condition of entering into this contract, the Contractor represents and warrants that it will fully comply with the City's Non-Discrimination Policy, as set forth in Chapter 2, Section 2-8 Entitled "Policy of Nondiscrimination" of the Winston-Salem City Code. As part of such compliance, the Contractor shall not discriminate on the basis of race, ethnicity, color, creed, religion, sex, sexual orientation, gender identity, gender expression, pregnancy, veteran status, disability, age, marital status, familial status, protected hairstyle, political affiliation or national origin in the screening of applicants, the hiring and treatment of its employees, the provision of the goods and/or services set forth herein, or the solicitation, selection,

hiring, or treatment of its subcontractors, vendors or suppliers, (hereinafter collectively “subcontractors”), if any, in connection with this contract or the contract solicitation process if applicable, nor shall the Contractor retaliate against any person or entity for reporting instances of such discrimination. The Contractor shall enact employment policies consistent with this obligation to refrain from such discrimination and shall provide evidence of such to the City within 90 calendar days of the first receipt of City funds. The Contractor shall provide equal opportunity for subcontractors to participate in all of its subcontracting and supply opportunities, if any, under this contract, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Contractor understands and agrees that a violation of this clause shall be considered a material breach of this contract and may result in termination of this contract, disqualification of the Contractor from participating in future City contracts pursuant to Winston-Salem City Code Section 2-3 or other sanctions. Furthermore, as a condition of entering into this contract, the Contractor agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the screening of applicants, the hiring and treatment of its employees particularly if City funds were used in connection with hiring and compensation process, and the solicitation, selection, treatment and payment of subcontractors, if any, in connection with this Agreement; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors that the Grantee has used under this contract, including the total dollar amount paid by the Contractor on each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City’s Nondiscrimination Policy, to provide any documents, relevant to such investigation, that are requested by the City. The Contractor agrees to provide to the City from time to time on the City’s request, payment affidavits detailing the amounts paid by the Contractor to subcontractors and suppliers in connection with this contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time. Nothing in this contract shall negate or diminish the requirements of the City’s MWBE program. Nothing in this contract shall infringe upon any rights afforded to the Contractor by state or federal law.

The bidder agrees that in carrying out this contract, compliance will be maintained with all applicable federal, state, and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, the Immigration Reform and Control Act.

The bidder certifies that the bid is made in good faith and without collusion with any person bidding on this contract or with any officer or employee of the City of Winston-Salem.

The undersigned further agrees, in connection with the performance of this contract, not to discriminate against any employee or applicant for employment because of race, religion, color, gender, age, handicap, political affiliation or national origin.

The City reserves the option to purchase additional items as specified herein at the price bid and awarded in this Invitation for Bids and Proposals within one (1) year from bid opening date. This bid may also be utilized by other entities per N.C.G.S. to piggyback at the sole discretion of the vendor.

The City reserves the right to hold bids open for a period of sixty days (60) days after due date before making awards.

Bidders are expected to submit a formal bid that shall include delivery commitments that meet the requirements of this IFB in the format and manner specified herein

Bids are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate bid form will disqualify the bidder and the bid will not be considered.

SPECIAL TERMS AND CONDITIONS FOR
CONCRETE MIXER TRUCK
FOR THE CITY OF WINSTON-SALEM

DETAILED SPECIFICATIONS: Detailed specifications for this equipment are included as an attachment with the bid request. Bids to be submitted in accordance with the attached specifications and these Special Terms and Conditions, both of which require doing all that is necessary, proper, or incidental to the furnishing of the equipment identified herein. All things not expressly stated in the attached specifications or Special Terms and Conditions but involved in carrying them out must be included in bidder's proposal as though they were specifically stated.

NOTICE TO BIDDERS: All bids are subject to the provisions of the instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and General Contract Terms and Conditions. The City of Winston-Salem objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any response appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of a proposal, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.

CLARIFICATIONS/INTERPRETATIONS: Any and all questions regarding this document **must be written questions submitted not later than 5:00 PM, September 11, 2023**, to Russell Frye, Buyer, russellf@cityofws.org. Questions submitted in this manner will be answered by bid addendum to all prospective bidders.

Therefore, no oral statements by any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for bids and proposals. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.

EXCEPTIONS TO SPECIFICATIONS AND APPROVAL OF ALTERNATES: In all cases equipment must be furnished as requested, and where brand names are used, consider the term "or equal" to follow. However, written approval for any proposed substitution or change in specifications must be obtained by bidder prior to the close of bids.

All design, materials, and workmanship shall in every respect be in accordance with the best current practices in the industry. Minor deviations from the provisions of these specifications may be considered to permit manufacturers to follow their standard manufacturing processes; however, all proposed minor deviations must be explained in detail and **MUST** be submitted in writing to Purchasing within the exception process time frame identified herein or they **WILL NOT** be considered. Prospective bidders may make appointments to discuss these specifications, but written requests for consideration must be submitted.

Requests for approved equals or changes in specifications, and/or protests of specifications must be received by the City of Winston-Salem in writing by 5:00 PM, September 11, 2023. Such requests should be emailed to Russell Frye, Buyer at russellf@cityofws.org. Mark subject "EXCEPTIONS TO SPECIFICATIONS Bid FB2467.

Any request for an approved equal, change in specification or protest of specifications must be fully supported with technical data, test results, or other pertinent information and evidence that the substitute offered is equal to, or better than, the specification requirement.

In the event that clarifications or changes to bid specifications are necessary or if a proposed substitution is approved during the exception process, changes will be made by written addendum. The City of Winston-Salem will, if necessary, postpone the scheduled opening of bids so as to provide at least seven (7) days between the mailing of the amended bid and the revised bid opening date. All addenda must be signed and returned with the final bid package.

Bidder's failure to request exceptions to specifications or approved equals as stated above will be interpreted as the bidders' intent to comply fully with the requirements as written. Conditional or qualified bids shall be subject to rejection in whole or in part.

The City of Winston-Salem reserves the right to postpone bid openings for its own convenience.

NONCONFORMING TERMS AND CONDITIONS: A bid response that includes terms and conditions that do not conform to the terms and conditions in this bid document is subject to rejection as nonresponsive. The City of Winston-Salem reserves the right to permit the bidder/vendor to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of Winston-Salem of non-responsiveness.

COMPLIANCE WITH RULES AND REGULATIONS: The equipment furnished must comply with all applicable provisions of the Occupational Safety and Health Act (**OSHA**), the American National Standard Institute (**ANSI**) and the **Federal Motor Vehicle Standards of the U. S. Department of Transportation**. The conversion equipment must also be certified by either the US Environmental Protection Agency (EPA) or California Air Resources Board (CARB). **EPA Certificates are not required at time of bid, but are required upon delivery of vehicle(s).** The equipment furnished shall be capable of passing any applicable **N. C. State motor vehicle inspection**.

GENERAL REQUIREMENTS: The equipment furnished shall be new and unused and the manufacturer's latest listed and published stock model, or models which meet all the applicable requirements of these specifications. Specifications may require that certain makes and models of vehicles, auxiliaries and/or accessories be provided.

BIDDERS SUBMITTALS: Bidder must furnish all information requested herein including descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection. All documents submitted should bear the name of the bidder.

EXPENSES INCURRED IN PREPARING BID: The City of Winston-Salem accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

CONTRACT/AWARD: Pursuant to the laws governing public contracts in North Carolina, the successful bidder's/vendor's response to this Invitation for Bids and Proposals and any addenda thereto, plus the City's issuance of a City of Winston-Salem Purchase Order for the proposed goods and/or services shall constitute a binding contract.

PURCHASE OF ADDITIONAL REQUIREMENTS: Subject to the successful bidder's acceptance, the City reserves the option to purchase additional equipment as specified herein at the price bid and awarded in this Invitation for Bids and Proposals within 12 months from original purchase order date. This bid may also be utilized by other entities per NC GS to piggyback at the sole discretion of the vendor.

INDEMNIFICATION: The bidder/vendor covenants to save, defend, keep harmless, and indemnify the City of Winston-Salem and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost - including court costs and attorney's fees, charges, liability, and exposure, however, caused resulting from, arising out of, or in any way connected with the bidder's/vendor's negligent performance or nonperformance of the terms of the contract.

VENDOR SUPPORT/SERVICE AND PARTS: The vendor and/or manufacturer bidding on these specifications must describe in writing to be submitted with their bid, its ability to provide repair parts and technical service in the form of a service representative, including the maximum time from receipt of notice to arrival of parts or the service representative. The manufacturer, whether they

are the vendor or not must be satisfactory to the City of Winston-Salem from the standpoint of experience, reliability, and demonstrated ability to manufacture equipment comparable as to size and type as that required by the specifications, and shall have manufactured and sold equipment of the size and type specified which has operated satisfactorily in the field for a minimum of one year. The City of Winston-Salem reserves the right to reject bids from vendors that have failed to perform satisfactory under previous contracts with the City of Winston-Salem and/or vendors that cannot produce satisfactory evidence that they can furnish promptly all spare parts needed for ordinary service and repair of the equipment herein specified.

INSPECTION, TRAINING, PERFORMANCE TEST AND ACCEPTANCE:

- a. Upon delivery the equipment will be subject to inspection to verify conformance with specifications by the staff of the City's Fleet Department.
- b. Upon completion of the initial inspection and prior to performance testing by the City, the vendor will be required to conduct on-site technical training of City personnel in operation and maintenance procedures. Vendor should note that the specification requires training at no additional cost to the City.
- c. Upon completion of on-site training the equipment may be required to undergo on route testing prior to acceptance. Performance testing will be performed by City personnel during regular scheduled work days.
- d. Any defects or failure of equipment to perform or comply with any requirements of the City specifications must be immediately remedied by the vendor at the vendor's own expense prior to acceptance by the City.

WARRANTY: Bidder to include the warranty provisions as outlined in bid specifications.

TAX EXEMPTIONS: The City of Winston-Salem is exempt from Federal Excise Tax but not from State and Local Sales Tax. Sales tax should not be included in bid prices, but may be added as separate items.

RECEIPT AND OPENING OF BIDS

- Bids submitted electronically via email should be sent to bids@cityofws.org. Bids submitted by email will be held and will remain unread until the day and hour of the bid opening.
- Bids submitted by hard copy must be submitted in an opaque sealed envelope, plainly marked on the outside, addressed and delivered per the bid advertisement.
 - If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to:
City / County Purchasing Department
PO Box 2511
Winston-Salem, North Carolina 27102
 - If forwarded by UPS/FedEx, the sealed envelope containing the Bid must be enclosed in another envelope addressed to:
City / County Purchasing Department
Suite 324/City Hall
101 North Main Street
Winston-Salem, North Carolina 27101
- The envelope-containing Bid shall be marked as follows:

<u>Upper left hand corner</u> Bidder's Name NC General Contractor's License No. Bidder's Address Classification Expiration Date	<u>Lower left hand corner</u> Specific project name Bid opening date and time of opening
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- Bids received prior to the advertised hour of opening will be securely kept sealed. The agent whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter

will be considered. Mailed Bids will be treated in every respect as though filed in person and will be subject to the same requirements.

- It is the Bidders responsibility to assure that the bid is received by the required deadline. If mail or delivery by other means is delayed beyond the date and hour set for the receipt of the bid, the proposals that are late will not be considered.
- Bids received after the advertised hour of opening will be returned to the Bidder unopened. At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

INDEMNIFICATION: The successful bidder/vendor agrees to indemnify and hold harmless the City of Winston-Salem against any and all claims or causes of action for property damage or personal injury arising out of or relating to the negligence of the successful bidder/vendor, its officers, employees or agents during the test period for the operation of the vehicle prior to acceptance of the vehicle by the City of Winston-Salem.

DELIVERY: Delivery shall be made FOB: Fleet Services, 737 City Yard Drive, Winston-Salem, NC.

EVALUATION AND SELECTION OF BIDS: The evaluation of vendor bids shall center on the match between the stated specifications and other requirements included in the final bid request and the vendor's proposal including selection of the lowest responsible bidder, with consideration of past performance, service record, and reliability. The statutory provisions controlling purchasing by local governments in N. C. (GS 143) includes selection standards for use in making of awards. The provision reads, "All contracts shall be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract". The City of Winston-Salem reserves the right to accept or reject any or all bids and proposals and further specifically reserves the right to make the award or awards in the best interest of the City of Winston-Salem.

All bids shall be made firm for no less than sixty (60) days.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

Project: Concrete Mixer Truck - Bid No. FB2467

_____, being first duly sworn, deposes and says that:

1. He/she is (circle: Owner, partner, officer, representative or agent) of _____
_____, the Bidder that has submitted the attached Bid; _____

2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Forsyth, N.C. or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees or parties in interest, including this Affiant.

Name Title

Subscribed and Sworn to Before me this _____ Day of _____, 20_____.

Notary Public: _____

My Commission Expires: _____

City of Winston-Salem
Detailed Specifications

The equipment specified shall be as described in the most recent literature and meet **O.S.H.A. standards.**

Please confirm specification by entering "Y" or "N" in right-hand column

Concrete Mixer Truck with 9 Yard McNeilus Body		Y/N
Engine		
1	Engine, Cummins, diesel, 350hp 1450lb/ft torque, minimum	
2	Must meet current EPA emission standards	
3	Spin on primary and secondary fuel filters	
4	Alternator, pad mount, 12V 150 Amp minimum	
5	Batteries, (3) Group 31, threaded stud, 2250 combined CCA, minimum	
6	Air compressor, 15CFM minimum	
7	Electronic shut down system for high coolant temperature or low oil pressure	
8	Horizontal DPF and/or muffler mounted under right side of cab	
9	Single vertical exhaust stack on right side, curved at top	
10	Stainless steel exhaust stack shield	
11	Air actuated automatic engine fan clutch	
12	Maximum size radiator available	
13	Heavy duty coolant hoses with constant tension clamps	
14	Extended life coolant -20° freeze protection, minimum	
15	Engine warranty, 5 years, 200,000 miles no deductible	
Transmission		
1	Allison 4500 RDS	
2	Transmission cooler to meet Allison requirements	
3	Transynd transmission fluid	
4	Transmission warranty, 5 years, unlimited mileage	
Front axle and brakes		
1	Meritor MFS20 wide track I-beam type 20,000lb capacity front axle	
2	Taperleaf front suspension 20,000lb capacity with shock absorbers	
3	Meritor 16.5x6 Q+ brake shoes – no exceptions	
4	Outboard mounted brake drums	
5	Automatic slack adjusters	
6	Front brake dust shields	
7	Dual steering gear system	
Rear axles and brakes		
1	Meritor RT-46-164EH 46,000lb capacity tandem	
2	Locking differentials, driver controlled, front, rear, and inter-axle	
3	Rear axle ratio calculated to provide a top speed of 65mph and maintain 55mph on a 1.5% grade at maximum GVWR	
4	Suspension, Hendrickson RT463 multileaf 46,000lb capacity	
5	Meritor 16.5x7 Q+ brake shoes – no exceptions	
6	Outboard mounted brake drums	
7	Automatic slack adjuster	
8	Haldex LifeSeal+ combination spring brakes on both rear axles	
9	Rear brake dust shields	
Additional brake equipment		
1	Bendix anti-lock brake system	
2	Bendix AD-9 or Meritor System Saver air dryer with heater	
3	Pull cord drains on all air tanks	
Chassis equipment		
1	Wheelbase 224"	
2	Straight steel frame rails, double channel 4,000,000RBM	
3	Rear frame overhang to meet body manufacturer's requirements	
4	Front frame extension with outer channel reinforcement to meet body manufacturer's requirements	
5	Full length steel front bumper	
6	Two front towing devices	
7	Fuel tank 70-gallon, aluminum, LH mounted	
8	Covered battery box frame mounted	

Cab

1	Conventional, day cab	
2	Factory heating and air conditioning with filter	
3	Single air horn	
4	Intermittent windshield wipers	
5	Left and right-side exterior cab grab handles if available	
6	Air ride cab suspension	
7	High back air ride driver's seat, vinyl	
8	Fixed single person passenger seat, vinyl	
9	Rear cab window	
10	Factory tinted windows	
11	West coast mirrors with 8" convex mirrors or equal	
12	Self-cancelling turn signal	
13	AM/FM radio with handsfree phone interface	
14	12V accessory receptacle in dash	
15	All standard gauges, MPH, RPM, Oil pressure, Water Temperature, Voltage, Air Pressure	
16	Cab and body shall be painted white	

Wheels and tires

1	Five hand hole, hub piloted 22.5x12.25 front wheels, steel, painted white	
2	425/65R22.5 Continental HAC 3 front tires	
3	Five hand hole, hub piloted, 22.5x8.25 rear wheels	
4	11R22.5 Continental HDC 3 rear tires	

Miscellaneous

1	Three sets of keys	
2	All standard equipment, no deletions	
3	North Carolina state inspection	
4	Delivered FOB to Fleet Services 737 City Yard Dr., Winston-Salem	

Mixer body

1	9-yard capacity, minimum	
2	1/4" Drum skin thickness	
3	1/4" Fin thickness	
4	46" paver type discharge opening	
5	Air operated chute swing lock in addition to manual lock	
6	Main chute liner	
7	Charge chute liner	
8	Concrete spillage blocker	
9	Three 48" chute extensions with passenger side rack for all three extensions	
10	Hydraulic controls, Eaton RE electronic controls with constant speed switch and rear pendant control on 15' cord mounted on ladder bracket. Rear pendant control for engine speed, drum start/stop, and drum rotation.	
11	Cab controls, flexible joystick type	
12	150-gallon water tank, aluminum	
13	Upper and lower wash hoses	
14	LED lighting	
15	Night pour lights mounted on rear pedestal	
16	Slump meter mounted in clear view of rear window	
17	Remote drum roller lubrication fittings	
18	Towing provision on rear	
19	Mudflaps mounted on fenders	
20	Rear view camera	
21	2 Operator's manuals	
22	1 Mixer service manual	
23	1 Mixer parts manual	

* List All Deviations to Specifications

PROPOSAL
CONCRETE MIXER TRUCK
CITY OF WINSTON-SALEM

The undersigned hereby declares that he has carefully examined the specifications herein referred to and will provide all the material and equipment in accordance with the specifications attached hereto; and the requirements under them for the following sum to wit: **Any exception to the Detailed Specifications must be noted; otherwise you will be expected to supply exactly as quoted.** Attaching manufacturer's literature in lieu of noted exceptions is not acceptable but may be included as additional information.

ITEM 1: Concrete Mixer Truck, PER SPECIFICATIONS

PRICE EACH: \$ _____

CHASSIS MAKE _____ CHASSIS MODEL _____

BODY MAKE _____ BODY MODEL _____

MODEL YEAR: _____ DELIVERY: _____ weeks after receipt of order.

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If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to: City / County Purchasing Department, PO Box 2511, Winston-Salem, North Carolina 27102

If forwarded by UPS/FedEx, the sealed envelope containing the Bid must be enclosed in another envelope addressed to: City / County Purchasing Department, Suite 324/City Hall, 101 North Main Street, Winston-Salem, North Carolina 27101

Delivery time is a factor in the award for any or all vehicles. The City reserves the right to require of bidders, prior to award, documented proof from the factory regarding the production scheduling of vehicles bid and to contact factory personnel or representatives to confirm the factory's intention to produce and/or deliver to bidders any vehicles ordered from this bid within a stated time period.

Delivery of all items in the City contract shall be FOB Destination at Fleet Services, 737 City Yard Drive, Winston-Salem, NC.

ADDITIONAL UNITS: The City reserves the right to acquire additional quantities for a period of 1 year following this bid due date, subject to dealer acceptance of orders, at the same unit price, terms and conditions as bid.

TERMS AND CONDITIONS: The undersigned guarantees all parts against defects and agrees to replace and to install at his own expense any part or parts of the apparatus damaged by reason of defective material, design, or imperfect workmanship during manufacturer's standard warranty period.

PRE-BID CONFERENCE: In lieu of a pre-bid conference, **written questions must be submitted not later than 5:00 PM, September 11, 2023**, to Russell Frye, Buyer, russellf@cityofws.org. Questions submitted in this manner will be answered by bid addendum to all prospective bidders.

BID AUTHORIZATION AND SIGNATURE

This proposal must be signed by a responsible official of the offering company.

COMPANY

TELEPHONE NUMBER

AUTHORIZED SIGNATURE

WITNESS

TYPED NAME AND TITLE

FEDERAL IDENTIFICATION #

MAILING ADDRESS, (P.O. BOX OR STREET)

FAX TELEPHONE NUMBER

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

The following information is requested for statistical purposes only. The provision or omission of this information will neither affect nor influence the award of these contracts. Bidder further certifies that:

We ☐ are a Historically Underutilized Business (HUB) certified by State of North Carolina.

We ☐ are a minority business enterprise.
☐ are not a minority business enterprise.

If yes, please identify in the appropriate box below:

- ☐ Black
- ☐ Hispanic
- ☐ Oriental
- ☐ Native American Indian including Eskimos and Aleuts
- ☐ Asian American including Indian Subcontinent and Pacific Islands

We ☐ are a woman-owned business concern.
☐ are not a woman-owned business concern.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

Project: Concrete Mixer Truck - Bid No. FB2467

_____, being first duly sworn, deposes and says that:

1. He/she is (circle: Owner, partner, officer, representative or agent) of _____
_____, the Bidder that has submitted the attached Bid; _____

2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Forsyth, N.C. or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees or parties in interest, including this Affiant.

Name Title

Subscribed and Sworn to Before me this _____ Day of _____, 20_____.

Notary Public: _____

My Commission Expires: _____

CITY OF WINSTON-SALEM

GENERAL CONDITIONS AND INSTRUCTIONS

1. The specified item(s) shall be delivered F.O.B. to Winston-Salem, North Carolina, according to the address stated on the Purchase Order unless stated otherwise in the special conditions.
2. The Purchase Order Number, Item Number, and Inquiry Number shall be affixed to the outside of each packing crate or carton and items not in packing material.
3. The City reserves the right to reject any and all shipments if the supplier fails to meet all terms and conditions of the contract award.
4. Suppliers of equipment requiring service connections must visit the field site to check buildings, measurements, and conditions.
5. The supplier is responsible for all errors, omissions, and deviations from the contract requirements in shop drawings when such drawings are submitted by the supplier and approved by the City.
6. The successful bidder must provide one electronic copy (preferred) or two (2) printed sets of operating instructions, recommended maintenance schedules, parts lists, and descriptive literature for the City, if applicable.
7. After the installation is completed, the supplier shall instruct the designated City, personnel in the proper use of the equipment.
8. On notification by the customer, the supplier must remove all equipment and reconstruct or refurnish any defects or work rejected by the City. The expense of removing, reconstruction, replacing, or refurnishing unfit, unsound, or damaged work or material shall be the responsibility of the supplier.
9. Payment will be made within thirty (30) days after acceptance by the City. If partial payments are provided for, final payment will be made after acceptance by the City.
10. In the case of installed equipment, twenty-five percent (25%) of the total contract award shall be withheld until the equipment and installation is accepted by the City. With-holding twenty-five percent (25%) of the contract award shall not affect the discount terms of the contract.
11. All equipment will be guaranteed against defects in materials and workmanship for a period of not less than one year from the date the equipment is put into service, and accepted by the City. Copies of all guarantees and warranties are to be attached to the bids.
12. The City reserves the right to reject any or all bids, and to waive informalities.
13. In accordance with State Law (G.S. 143-129), the award will be made to the lowest responsible bidder taking into consideration quality, performance and time specified in the proposal for the performance of the contract.
14. Taxes:

Federal: The City is exempt from Federal Excise Taxes. The City, will issue Federal Excise Exemption Certificates or Internal Revenue Tax Exemption Number only upon request of the contractor. Issuance of the certificate does not mean that the contract is entitled to a tax refund. All requests for refunds are to be handled by the contractor. The City, will not guarantee any Federal Tax refunds to the contractor.

State: Applicable North Carolina Sales and Use Taxes are NOT to be shown on bids, but are to be added to invoices as a separate item.
15. All supplies, materials, and equipment must be new and in first class condition. Bids offered on inferior or "second-line" equipment will not be accepted.
16. Alternate items that are not outlined in the attached specifications may be bid, but must be accompanied by complete factory specifications and descriptive pamphlets, and must be clearly designated as an alternate bid.
17. If a bidder cannot meet the minimum requirements of the detailed specifications, he must outline and itemize each instance by a letter of transmittal and detail the item he offers.

18. All bids must be firm and not subject to increase.
19. The supplier shall give the City the benefit of any industry-wide price reduction during the contract period.
20. The unit price as well as total price for each item must be listed for purposes of individual evaluation.
21. The City reserves the right to hold bids open for a period of sixty (60) days after bid opening before making awards.
22. No special inducements will be considered that are not a part of the original bidding document.
23. **BID DEPOSIT REQUIREMENTS:** A bid bond is not required for this bid.
24. **PERFORMANCE BOND REQUIREMENTS:** A performance bond is not required for this bid.
25. The City in each case refers to the City of Winston-Salem and/or the City/County Utility Commission, an Agency of the City of Winston-Salem.
26. It is the policy of the City of Winston-Salem that a City employee, officer or agent of the City may not participate in any manner in any contracts or subcontracts, for materials, goods, personal services or construction in which contract or subcontract he, or any member of his immediate family, business partner or any organization in which they serve as an officer, director, trustee or employee, has a financial interest.
27. **Equal Employment Opportunity / ADA:** The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, political affiliation, gender, age or disability. The contractor shall comply with all applicable laws and regulations regarding the American with Disabilities Act(www.ADA.gov) as amended from time to time and all rules and regulations promulgated thereunder and other laws and regulations pertaining to equal employment. The Contractor hereby agrees to indemnify the Owner from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or rules and regulations promulgated thereunder. The Contractor agrees to act affirmatively in its employment and promotion practices, and in the general treatment of its employees
28. **Ethics Policy / Code of Conduct:** The City of Winston-Salem has established guidelines for ethical standards of conduct for City representatives and to provide guidance in determining what conduct is appropriate in particular cases. City representatives should maintain high standards of personal integrity, truthfulness, honesty, and fairness in carrying out public duties; avoid any improprieties in their roles as public servants including the appearance of impropriety; and never use their position or power for improper personal gain. In establishing an ethics policy, the City of Winston-Salem desires to protect the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body. For a complete review of the City Policy click the following link.

<http://www.cityofws.org/Home/Departments/Purchasing/Articles/Bids>