



## City of Roanoke Invitation to Bid

Date: March 27, 2015

Bid Number: <b>ITB# 15-09-08</b> <b>Refuse Truck Bodies</b>		Bid Opening Date: April 7, 2015		
		Bid Opening Time: <b>2:00 p.m.</b>		
Legal Name of Bidder (SCC Registration):				
Mailing Address:				
Terms: <b>Net 30</b>				
Delivery: <b>1802 Courtland Road NE, Roanoke VA 24012 c/o Fleet Management Division within thirty (30) days following the issuance of a Purchase Order.</b>				
Phone:		Fax:		E-mail:
Acknowledge each addendum received:	# Date	# Date	# Date	# Date
Printed name of authorized person submitting Bid:				
Signature:			Date:	
Issued by:	City of Roanoke Purchasing Division Noel C. Taylor Municipal Building 215 Church Ave SW, Room 202 Roanoke, VA 24011		Tonya Jackson Buyer Phone: 540-853-5246 Fax: 540-853-1513 Email: <a href="mailto:tonya.jackson@roanokeva.gov">tonya.jackson@roanokeva.gov</a>	

**THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS**

**No Bid may be withdrawn within a period of sixty (60) days after Bid opening except for clerical errors, as set forth in part (i) of Section 2.2-4330(A), Virginia Code, 1950, as amended.**

**The City reserves the right to cancel or reject any or all Bids and to waive any informalities in any Bid.**

This Invitation to Bid consists of these parts:

1. All Sections of the Invitation to Bid.
2. Bid Form (Attachment A).
3. Purchase Order Terms and Conditions (Attachment B).
4. Insurance Requirements (Attachment C).
5. Cards Payable Application (Attachment D).

**CITY OF ROANOKE, VIRGINIA  
INVITATION TO BID NO. 15-09-08**

**SECTION 1. PURPOSE.** The purpose of this Invitation to Bid (ITB) is the procurement and delivery of two (2) right-hand, side-loading, mechanical packing, refuse collection truck bodies.

The City of Roanoke invites any qualified Bidder to respond to this ITB by submitting a Bid for such items consistent with the terms and conditions herein set forth.

**SECTION 2. NOT USED.**

**SECTION 3. ITEMS REQUIRED.** A description of the item that the Successful Bidder will be required to provide to the City under this ITB are those that are set forth below and/or referred to in any way in the terms and conditions, and/or any attachments referred to in this ITB. Each Bidder should carefully read and review all such documents meeting the specifications at a minimum below:

**Packer Body/ Cab Chassis:**

- A. Packer body manufacturer shall be furnish to the cab and chassis manufacturer. The required wheel base and C/A dimensions complying with the City of Roanoke requirements shall be included in the information.
- B. Shall be compatible for use with the mechanical lift arm detailed in the specifications.
- C. Combination shall have a minimum payload capability of no less than 900 pounds per cubic yard.
- D. A weight distribution diagram on the **maximum legal payload** shall be calculated using Virginia payload charts.
- E. If frame modifications to the cab & chassis are required for packer body installation, the modified frame shall meet the original cab & chassis specifications of the City supplied cab & chassis.
- F. Completed vehicle shall be maintained at a minimum ground clearance of at least 13" excluding front & rear axles.
- G. All exposed air, hydraulic, electrical, and cooling components with and under 18" or less ground clearance dimensions shall be adequately protected from damage associated with landfill operations.

**CITY SPECIFICATIONS**

**DEALER SPECIFICATIONS**

**Minimum Capacity:** 31 cubic yards (of the body) excluding hopper area.

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**Hopper Capacity:** 6.5 cubic yards (not part of body capacity)

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**Tailgate Capacity:** 4 cubic yards.

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**Body Dimensions:**

The body shall to be rounded for better resistance.

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The body shall be tapered (wall and roof) to facilitate the unloading of the mated increase compaction ratio.

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Total taper dimensions of the body side shall be 9.5 inches.

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Outside body width 96 inches.

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Outside body height above frame 103 inches.

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Overall length including hopper 296 inches.

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Minimum of three (3) d-ring lifting eyes shall be welded: one (1) on the front central, two (2) on the rear on each side and be reinforced for wrecker retrieval purposes, recessed below body height

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**Floor Construction:**

**Hopper floor:**

Abrasion resistant steel: Thickness ¼”  
Steel Grade Hardox 450  
Yield strength 175,000 PSI

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**Body floor:**

Thickness 0.157”  
Steel grade Hardox Steel  
Yield strength 175,000 PSI

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**Body long sills:**

Dimensions; HSS tubing 6 X 2 X 3/8”  
Yield strength 50,000 PSI hopper sump box

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**Cross member:**

Thickness 0.250”  
Steel grade CSA G40.21 50W  
Dimensions 6 5/16 x 2, 15/16 x 6 5/16”

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**Side Construction:**

Body walls are to be rounded and smooth, one piece, full length of the body to reduce welding seams

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Body windows installed on the front wall of body, to indicate when body is full.

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**Lower body walls:**

Thickness 10 Ga  
Steel grade ASTM A1011 GR 80  
Strength 80,000 PSI

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**Upper body walls:**

Thickness 12 Ga  
Steel grade ASTM A1011 GR 80  
Strength 80,000 PSI

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**Hopper lower sides:**

Thickness 1/4"  
Steel grade hardox 450  
Yield strength 175,000 PSI

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**Hopper upper walls:**

Thickness 10 gauge  
Steel grade ASTM A1011 CS

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A provision for hopper access on curb side with grab handle and step to permit access to hopper area, and steps shall be painted with a safety yellow or orange

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Hopper shall be clean out on both sides and a mounted clean out tool

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**Body Roof Construction**

**Roof Thickness:**

12GA  
Steel ASTM A1011 GR 80  
Yield strength 80,000 PSI

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**Rear Bolsters:**

Thickness 3/16 inches.  
Steel grade CSA G40.21 50 W  
Dimensions 6 5/8 x 6 5/8 x 7 7/16 in.

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**Rear Tailgate**

Operated with two hydraulic cylinders

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Automatic hydraulic locks mechanism and hydraulic locks

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Tailgate hydraulic line equipped with flow restrictors to prevent sudden descent

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A channel mounted rubber seal installed on the tail gate to prevent liquid leakage and banging of tailgate against the body – minimum height 30”

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Tailgate pivots around a fixed point preventing seal damage and friction against body

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Cab mounted audible alarm and light to indicate when tailgate is unlocked

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Manual tailgate control with safety protection installed in the cab to prevent accidental activation

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Tailgate safety props

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**PACKER**

Complete set of packer controls located in cab.

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Emergency red button to stop ram movement

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Packer operated by two (2) hydraulic cylinders

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Heavy duty control buttons, color coded, industrial.

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Wear plates steel grade hardox 450

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Packer wear shoes steel grade hardox 450

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Auto pack after cart pick-up and multi-cycle for packing ram (2 to 8 strokes) options

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**HYDRAULIC SYSTEM**

Pressurized reservoir tank to prevent cavitation

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**Dual stage pump:**

One stage for body/One for arm

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Hydraulic tank with fluid level sight gauge, Drain plug and shut-off valve at tank to suction line

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Return line filters with replaceable cartridge elements

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Suction line filter must have replaceable cartridge elements.

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Return filter with bypass valve/differential pressure gauge.

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Hydraulic hoses meet SAE standard, reinforced with nylon wrap to prevent chafing.

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Hydraulic pump front mounted to vehicle and attached to engine through a drive shaft .

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Quick disconnect fittings provided so a pressure gauge can be easily connected without the use of tools.

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Work at idle with a T6DC Vane pump (or approved equal).

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**ARM ASSEMBLY**

Arm assembly attached to the body under the hopper area - right hand side

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Grabbers capable of collecting and dumping 32 to 96 gallon waste cans.

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Shall use high friction rubber replaceable blocks on grab leaf to enable loading a wide range of carts.

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Arm control valves mounted on side of the body.

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Lift arms linked together by B-LOC keyless bushings; or approved equal

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Wiring and hydraulic lines shall run in channels on side of body for easy access and maintenance

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Arm and grabber painted safety yellow

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Lift function uses electronic cushioning

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Arm controlled by a joystick with dead man switch

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Extension rails use two (2) cylinders.

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Hydraulic cylinders with fully integrated counterbalance valves to prevent drift in event

of a hose failure

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Grabbers have an automatic closing function when dumping

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Cylinder rods chrome plated

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Hopper/side cameras automatically switch during arm operation

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Inner tube full width wear pads Nyloil. (or approved equal)

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Double width tsubaki lift chain – leaf 6 x 6

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Four (4) inch diameter heavy duty center shaft

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Horizontal reach minimum 12 feet

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Spill Shield behind grabber.

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Gripper auto-close override

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Maximum capacity of arm lift rate 1,000 pounds

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**BODY LIFTING**

A single body hoist cylinder mounted in front of body

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Safety prop shall support the unloaded body in the raised position

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Light and audible alarm in cab to indicate when body is raised that stays activated until body is completely down.

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**ELECTRICAL**

All stop, turn, tail and clearance lights will be LED with recessed rubber mounts that are water tight

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All lights are FMVSS #108 compliant

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Rear lights integrated into tailgate structure

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Back-up alarm

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All electrical wires run in side rub rails with bolted access panels, no wiring under body

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All switches illuminated

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All fuses replaced by resettable circuit breakers

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All wiring color coded and numbered

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Electrical/pneumatic control valves installed on side of body to protect from tree branches and weather.

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Proximity switches for packer and tailgate

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Amber strobe light in center of tailgate

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**Lights:**

four (4) LED multi-function strobe/turn signals.

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**Light box:**

Amber upper tailgate

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**Triple camera system:**

One (1) camera on tailgate, one (1) camera in hopper and one camera on left mirror for blind spots with monitor in cab. Priority will be given to rear tailgate camera when vehicle is placed in reverse.

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Install cameras in a protective cage. Dual work lights one (1) to illuminate the hopper area and one (1) to illuminate the arm assembly

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Deflector shield to protect wiring at T/G hinge

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**Cab Controls:**

Tailgate, body lift, pump, packer switches and packer controls electrical

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Arm joystick electro-proportional

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Auxiliary arm controls on the outside and under right hand seat

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**Cab Console:**

Body/arm function controlled through CAN-network.

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All LCD displays with integrated diagnostic functions in cab.

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Real time operation assistance with continuous system status on screen

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Grab pack-program packer cycle after cart pick-up.

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Light and audible alarm for filter in by pass mode

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Grabber counting device

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**Options:**

**In-cab:**

Fire extinguisher, first aid kit, flare & triangle kit

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Mud flaps rear

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**Decal:**

Tail Gate "Caution Vehicle Stops and Backs Frequently"

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Wheel chocks and supports.

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All grease points accessible within six (6) feet of ground.

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Chart with grease fitting locations (decal or plate) shall be located on the side of body (easily seen at eye level) showing location of all fittings on unit.

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Two each 20 pound fire extinguisher with bracket and cover mounted on each side of body

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Environmental spill shall be installed on body

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Vendor shall provide availability of all parts for the units delivered and delivery of replacement parts within forty-eight (48) hours of request

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**Paint:**

Two (2) coats of primer

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**Color:**

Body paint to match Cab; Gray  
(DuPont #9 L 3483EB Gray);  
Clear coat finish (or approved equal)

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**Warranty**

All warranties shall start from in-service date  
Total of five (5) year warranty on body, hydraulic  
components, arm assembly, hydraulic pumps  
and cylinders.

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**Manuals**

Successful bidder shall provide complete digital  
and paper copies of detailed parts listing, service  
manual, electrical/pneumatics, hydraulic schematics  
and operators manuals upon delivery of the first unit

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**SECTION 4. NOT USED.**

**SECTION 5. TIME OF PERFORMANCE.**

The time of performance for any resultant Purchase Order is as follows: Delivery of equipment shall be no later than Thirty (30) days following the issuance of a Purchase Order by the City.

**SECTION 6. PAYMENT FOR SERVICES.** Payment(s) to the Successful Bidder shall be made in accordance with the provisions of the resultant Purchase Order, subject to final approval by the City.

**SECTION 7. GENERAL INSTRUCTIONS TO BIDDERS.**

- A. Sealed Bids, to be considered, must be received by the City of Roanoke in the Purchasing Division, 215 Church Avenue, S.W., Noel C. Taylor Municipal Building, Room 202, Roanoke, Virginia 24011, **at or before 2:00 p.m., local time, on April 7, 2015**, at which time all Bids received will be publicly opened and read. Bids received after 2:00 p.m. will not be accepted or considered. The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the Bids. The ITB and related documents may be obtained from the City's Vendor Self Services system, <https://VSS.roanokeva.gov>. If the Noel C. Taylor Municipal Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.

The sealed envelope shall be clearly marked on the front of that envelope with the notation and completed information as follow:

**“Sealed Bid Number: ITB# 15-09-08  
Opening Date: April 7, 2015 and Time: 2:00 p.m.”.**

**FAXED OR E-MAILED BIDS ARE NOT ACCEPTABLE.**

- A. **If you download this ITB from the City website and intend to submit a proposal, you should notify Purchasing that you have done so. However, each Bidder is solely responsible for ensuring that such Bidder has the current, complete version of the ITB documents, including any addenda, before submitting a bid. The City is not responsible for any ITB obtained from any source other than the City. Contact Tonya Jackson, Buyer, by phone at 540-853-5246, by fax at 540-853-1513, or by email at [tonya.jackson@roanokeva.gov](mailto:tonya.jackson@roanokeva.gov).**
- B. Payment terms and delivery date(s) must be shown on the submitted Bid, if applicable.
- C. All Bids are to be submitted in accordance with all terms, conditions, rules, regulations, requirements and specifications identified in and by this ITB.
- D. Bids are to be on the Form as provided with or as otherwise specified in this ITB. No changes are to be made to the Bid Form. Any changes to Bid amounts must be initialed.
- E. All Bids shall be signed by a person on behalf of the responding Bidder who is appropriately authorized to do so. The printed name of that authorized person should be shown as well. Any Bid submitted should be in the complete legal name of the Bidder responding. No Bid will be considered from any Bidder not properly licensed as may be required by law.
- F. Bids that have been appropriately opened cannot be changed, adjusted, corrected or modified in any way other than complete withdrawal. The City’s procedures for withdrawal of bids (whether construction or other than construction) is that set forth in Code of Virginia, §2.2-4330(A)(i), which allows withdrawal of a Bid due to an error such as an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid. Withdrawal must be requested within two days of the Bid opening by delivering to the City original work papers, documents, and materials used in preparation of the Bid.
- G. All Bids, appropriately received, will be evaluated by considering the requirements set forth in the ITB, the quality, workmanship, economy of operation, suitability for intended purpose, delivery, payment terms and price of product or service being requested in this Bid.
- H. Bids are to be submitted on the type, brand, make, or kind of product and service requested or its approved equal, to be solely determined by the City, unless otherwise specified. Should a Bid be for a product and service as an equal, the name, make, model and type of that which is being Bid must be clearly stated. The Bid must also be accompanied by descriptive literature of the product and service Bid to allow for evaluation. Failure to provide this information may result in the Bid being considered non-responsive and may not be considered.

- I. If an award is made for the item(s) requested, a notice of award will be made which will be posted to a file in the City's Purchasing Division, Room 202, telephone no. 540-853-2871, and notification of such award will be made available for Public view in the lobby of the Noel C. Taylor Municipal Building, 215 Church Ave., S.W., Roanoke, VA. 24011. Upon completion of the Purchase Order payment will be made only to the Successful Bidder at the address as shown on the Purchase Order. If the remittance address is other than the address on the Bid, it must be clearly noted and explained in the Bid. Purchase Order (s) will be paid only when the items and/or services have been supplied to and approved by the City.
- J. All items, identified in this ITB, are to be quoted and provided **F.O.B. DESTINATION-INSIDE DELIVERY**, unless otherwise stated in this ITB. All furniture items, if any, are to be put together and set in place.
- K. The City reserves the right to cancel this ITB or reject any or all Bids, to waive any informalities in any Bid and to purchase any whole or part of the items and/ or services listed in the ITB.
- M. Each Bidder is to notify in writing the Purchasing Division if any of Bidder's owners, officers, employees, or agents, or their immediate family members, is currently or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please provide the Purchasing Division with the complete name and address of each such person and their connection to the City of Roanoke. Each Bidder is advised that the Ethics in Public Contracting and Conflicts of Interests Act of the Code of Virginia, as set forth in this ITB, apply to this ITB. Such information should be provided in writing before the Bid opening date or may also be provided with the Bid response.
- N. **The attention of each Bidder is directed to VA Code Sections 54.1-1100 et seq. which requires certain licenses for contractors, tradesmen and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Each Bidder shall so state on the Bid Form, or in its response, if no Bid Form is provided, whether it has a VA license under such sections and, if so, the type of license and/or license number. Failure to include this information may result in the Bid being rejected as non-responsive.**
- O. **Bid Submittals should include:**
1. Page 1, Invitation to Bid
  2. Bid Form Specifications (pages 2 - 10).
- Bid Submittals shall include:**
1. Pages 17-18, The Bid Form (Unit Price shall include all labor, material, delivery costs, overhead and profit.)

**Failure to do so may result in the Bid being determined as non-responsive.**

Questions or concerns may be addressed by contacting Tonya Jackson, Buyer, at (540) 853-5246 or by email at [tonya.jackson@roanokeva.gov](mailto:tonya.jackson@roanokeva.gov).

Reply To:

**City of Roanoke Purchasing Division  
Noel C. Taylor Municipal Building  
215 Church Avenue SW, Room 202  
Roanoke, Virginia 24011**

- P. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this ITB.
- Q. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this ITB.
- R. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, applies to this ITB, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.
- S. The City may request, clarification, from any of the Bidders after review of the Bids received.
- T. The City is not liable for any costs incurred by any Bidder in connection with this ITB or any response by any Bidder to this ITB. The expenses incurred by a Bidder in the preparation, submission, and presentation of the Bid are the sole responsibility of the Bidder and may not be charged to the City.
- U. General and/or technical questions regarding the items required, or procurement questions under this ITB may be directed to Tonya Jackson, Buyer, (540) 853-5246, or faxed to (540) 853-1513 or by email at [tonya.jackson@roanokeva.gov](mailto:tonya.jackson@roanokeva.gov).
- V. Each Bidder is required to state if it has ever been debarred, fined, had a contract terminated, or found not be a responsible bidder or Offer or by any federal, state, or local government and/or private entity. If so, please give the details of each such matter and include this information with Bidder's response.
- W. Each Bidder who is a stock or Non-stock Corporation, Limited Liability Company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Bidder shall include in its bid response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Bidder that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its bid response a statement describing why the Bidder is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- X. Direct contact with any City employee without the expressed permission of the Purchasing Manager or her designated representative, on the subject of this purchase order, is strictly forbidden. Violation of this Instruction may result disqualification of bidder's bid.

## SECTION 8. MISCELLANEOUS.

- A. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the ITB shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. The trade secrets or proprietary information submitted by the Bidder shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Bidder must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the Bid.
- B. All Bidders shall be solely responsible for making sure that they have the most current and complete version of this ITB and all addenda that may have been issued for this ITB and that such Bidder has examined all such documents and data. Any interpretation, correction, or change of the ITB will be made by an addendum. Interpretations, corrections or changes of this ITB made in any other manner will not be binding and Bidders must not rely upon such interpretations, corrections, or changes. The City of Roanoke Purchasing Division will issue Addenda.
- C. No Bidder shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- D. The City may make investigations to determine the ability of the Bidder to perform the work and/or provide the services and items as described in this ITB. The City of Roanoke reserves the right to reject any Bid if the Bidder fails to satisfy the City of Roanoke that it is qualified to carry out the obligations and requirements requested in this ITB.
- E. The Successful Bidder must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- F. The Successful Bidder must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- G. It is the policy of the City of Roanoke to maximize participation by minority and women owned and small business enterprises in all aspects of City contracting opportunities.
- H. The Successful Bidder shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The successful Bidder shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- I. Providers of any outside services and items shall be subject to the same conditions and requirements as the Successful Bidder in regards to law, code, or regulation compliance. The City reserves the right of approval for any subcontract work, including the costs thereof.

**SECTION 9. EVALUATION FOR LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.** To determine the lowest responsive and responsible Bidder with respect to this Bid, the following factors, among such others as will protect and preserve the interest of the City may be considered:

- A. Total Extended Bid price as set forth on the Bid Form;
- B. The specified terms and discounts, if any, of the Bid;
- C. The ability, capacity and skill of the Bidder to perform the Purchase Order terms and conditions and/or items required;
- D. Whether the Bidder can perform the Purchase Order and/or provide the items promptly, or within the time specified, without delay or interference;
- E. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- F. The quality of performance on previous services;
- G. The previous and existing compliance by the Bidder with laws and ordinances relating to other contracts, purchase orders, items and/or services provided by Bidder in other matters;
- H. The equipment and facilities available to the Bidder to provide the items requested in the ITB;
- I. The sufficiency of the financial resources and ability of the Bidder to provide the items requested in the ITB;
- J. The quality, availability, and adaptability of the supplies, materials, equipment and/or services the Bidder can provide for the particular use and/or work requested in the ITB; and
- K. The ability of the Bidder to provide future maintenance, parts, and service for the items requested in the ITB.

**SECTION 10. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.** Successful Bidder, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Purchase Order the insurance policies or bonds required. Any required insurance policies or bonds shall be effective prior to the beginning of any work or other performance by Successful Bidder, or any of its subcontractors, under any resultant Purchase Order. All such insurance shall be primary and noncontributory to any insurance or self-insurance the City may have. The policies and coverage's required are those as may be referred to in the terms and conditions attached to this ITB, but shall include workers' compensation coverage regardless of the number of employees, unless otherwise approved by the City's Risk Manager.

**SECTION 11. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.** If the Bid by the lowest responsive and responsible Bidder exceeds available funds, the City reserves the right to negotiate with the apparent low Bidder pursuant to §2.2-4318 Code of Virginia. The conditions and procedures under which such negotiation may be undertaken are that the appropriate City officials shall determine that the lowest responsive and responsible Bid exceeds available funds and notify such Bidder in writing of its desire to negotiate. Thereafter, negotiations with the apparent low Bidder may be held to obtain a contract within available funds involving discussions of reduction of quantity, quality, or other cost saving mechanisms. Any such negotiated contract shall be subject to final approval of the City, in the sole discretion of the City.

**SECTION 12. BID AWARD.** If an award of a Purchase Order is made, it will be made to the lowest responsive and responsible Bidder and notice of the award or the intent to award will be made by posting a notice of such award or announcement in the foyer area of the 2<sup>nd</sup> Floor of the Noel C. Taylor Municipal Building at 215 Church Avenue, S.W., Roanoke, Virginia 24011.

**SECTION 13. FAITH BASED ORGANIZATIONS.** Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

**SECTION 14. HOLD HARMLESS AND INDEMNITY.** Successful Bidder shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Successful Bidder's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near City's property or arising in any way out of or resulting from any of the work or items to be provided under the Purchase Order, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Successful Bidder agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of the Purchase Order.

**SECTION 15. PROTESTS.** Any Bidder who wishes to protest or object to any award made or other decisions Pursuant to this ITB may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the City Purchasing Manager within the required time period.

**SECTION 16. COOPERATIVE PROCUREMENT.** The procurement of goods and services provided for in this procurement is being conducted in accordance with Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia. Unless specifically prohibited by the Successful Bidder, any resultant contract may be used by other public bodies in Virginia as allowed by Section 2.2-4304. The Successful Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this procurement or from this procurement and in accordance with Virginia Code Section 2.2-4304. The City of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

**SECTION 17. INFORMATION ON PURCHASE ORDER TO BE AWARDED.** The Terms and Conditions marked as Attachment B to ITB No. 15-09-08 contains Terms and Conditions that the City plans to include in any Purchase Order that may be awarded, but such Terms and Conditions may be added to, deleted, or modified as may be agreed to between the City and the Successful Bidder. However, if a Bidder has any objections to any of the Terms or Conditions set forth in the such Attachment or any changes or additions thereto that the Bidder wants to discuss before submitting a bid, the Bidder should set forth such objections, changes, or additions in written correspondence to the Purchasing Division at least five (5) days before the bid opening date for this ITB. Otherwise, submission of a bid by a Bidder will obligate such Bidder, if it is the Successful Bidder, to enter into a Purchase Order containing the same or substantially similar Terms and Conditions as contained in such Attachment, and to comply with such Terms and Conditions. Also, such Terms and Conditions, together with the requirements of this ITB, shall be deemed to be a part of any resultant Purchase Order that may be issued by the City to the Successful Bidder.

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**ATTACHMENT A  
TO  
ITB# 15-09-08**

**BID FORM**

<b><u>DESCRIPTION</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>UNIT OF MEASURE</u></b>	<b><u>EXTENDED PRICE</u></b>
Right-side-hand side loading, mechanical packing, refuse collection bodies as specified in Section 3	2		Each	
<b><u>Total</u></b>				

**UNIT BID PRICE SHALL INCLUDE ALL DELIVERY COST, SHIPPING AND HANDLING CHARGES.**

The City reserves the right to add, delete, or adjust quantities as deemed necessary by the City.

Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the bid, or irregularities of any kind, may be rejected by the City as being nonresponsive. No changes are to be made to the Bid Form. Any changes to a Bid Amount must be initialed by the person signing the Bid Form.

The attention of each Bidder is directed to VA Code sections 54.1-1100, et seq. which requires certain licenses for contractors, tradesmen, and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Complete the following:

Bidder \_\_\_ does have \_\_\_ does not have a Virginia Contractor’s License. (Check appropriate block)

If Bidder has a Virginia Contractor’s License, circle the class Bidder has and list the number. Licensed “Class A”, “Class B”, or “Class C” Virginia Contractor Number \_\_\_\_\_

If Bidder has another type of Virginia License, please list the type and number:

Type of license \_\_\_\_\_ and number: \_\_\_\_\_.

Bidder is a \_\_\_ resident or \_\_\_ nonresident of Virginia. (Check appropriate blank. See VA Code Sections 54.1-1100, et seq.

The attention of each Bidder is directed to Virginia Code Section 2.2-4311.2 (effective July 1, 2010) which requires a bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law, shall include in its bid the Identification Number issued to such bidder by the Virginia State Corporation Commission (SCC). Furthermore, any bidder that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid a statement describing

why the bidder is not required to be so authorized. Please complete the following by checking the appropriate line that applies and providing the requested information:

A. \_\_\_\_\_ Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.

B. \_\_\_\_\_ Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's Identification Number issued to it by the SCC is \_\_\_\_\_.

C. \_\_\_\_\_ Bidder does not have an Identification Number issued to it by the SCC and such bidder is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please attach additional sheets of paper if you need more space to explain why such bidder is not required to be authorized to transact business in Virginia.

The undersigned hereby agrees, if this Bid is accepted by the City, to provide the services and/or items in accordance with this Invitation for Bid and to execute a Contract for such services and/or items.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

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**ATTACHMENT B  
TO  
ITB# 15-09-08**

**REFUSE TRUCK BODIES**

**PURCHASE ORDER TERMS AND CONDITIONS**

**1. Definitions.**

City – City of Roanoke, Virginia (sometimes also referred to as Buyer).

Items – All materials, goods, components, end products, data (including electronic data), work, and/or services described in and/or called for by the Purchase Order.

Purchase Order or Order or Service Contract – The Purchase Order, Service Contract or other document ( which can include an electronic document) issued by the City to obtain the items identified in such document.

Vendor – The person or entity to which the Purchase Order is directed and who will provide the items identified therein (sometimes also referred to as Seller).

**2. Invoicing.**

All invoices shall be sent to:

City of Roanoke  
Fleet Management  
1802 Courtland Avenue  
Roanoke, VA 24012

**3. Termination for Default and Convenience.**

**A.** If Vendor refuses or fails to perform any of the terms of this Purchase Order, including poor services, work, or materials, the City may, by written notice to Vendor, terminate this Purchase Order, in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Vendor shall be liable for all damages to the City resulting from Vendor's default. The City further reserves the right to obtain immediately such items from other vendors in the event of Vendor's default. Furthermore, the City may reject any items that do not comply with the requirements of this Purchase Order and any such items may be returned to Vendor at Vendor's sole cost and risk of loss.

**B.** The City may also terminate this Purchase Order for convenience by giving written notice to Vendor at least 15 days prior to the effective date of cancellation. Any such termination shall be without liability of any type to the City except for payment for completed items delivered or services rendered to and accepted by the City.

**C.** The City may exercise the City's right of setoff as to any amounts the City may owe the Vendor. City may require Vendor to transfer title and deliver to the City any or all items produced or procured by Vendor for performance of the work terminated.

**4. Changes By Vendor.**

No changes, deletions or additions may be made by the Vendor to this Purchase Order, including the terms and conditions, without the express written approval of the City.

**5. Changes By City.**

At any time the City may by written notice to Vendor make changes to the scope of this Purchase Order in any one or more of the following: (1) drawings, designs or specifications; (2) method of shipping/packaging; (3) place of inspection, delivery or acceptance; and/or (4) quantity. Vendor shall proceed immediately to perform this Purchase Order as changed. If any such change causes a material increase or decrease in the cost of the items, or the time required for performance of any part of the work required by this Purchase Order, the City and Vendor will agree upon an equitable adjustment in the price and/or delivery schedule. To qualify for adjustment consideration, Vendor must send written notice to the City of Vendor's intent to file a claim under this clause within 14 calendar days from the date of receipt by Vendor of such written notice of change. Vendor shall proceed with the changed Purchase Order pending resolution of the claim for adjustment. The City may act on any such claim at any time prior to final payment under this Purchase Order. Nothing in this clause shall excuse Vendor from proceeding with this Purchase Order as changed.

6. **Payment.**

The price(s) to be paid the Vendor shall be the current price(s) as stated on this Purchase Order. Unless otherwise stated in this Purchase Order, the price(s) shall include all applicable taxes and other charges such as packaging, shipping, duties, customs, tariffs and government imposed surcharges. All personal property taxes assessable upon the items prior to the receipt and acceptance by the City of such items shall be borne by Vendor. The City will not be responsible for or pay for any items that may be ordered or received without an authorized Purchase Order number.

7. **Sales Tax Exemption.**

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the City's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9.

8. **Free on Board (F.O.B.), Risk of Loss, and Title.**

All prices are to be quoted F.O.B. Destination. The risk of loss from any casualty, regardless of cause, shall be on the Vendor until the items have been delivered to the place specified in the Purchase Order and accepted by the City. The risk of loss shall also be on the Vendor during the return of any items to the Vendor. Title to the items shall pass to the City upon receipt and acceptance of such items by the City at the designated destination

9. **Inspection.**

The City shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this Purchase Order. If all or some of the items delivered to the City do not fully conform with the provisions hereof, the City shall have the right to reject and return such nonconforming items.

10. **Insurance.**

Vendor, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the term of this Purchase Order the insurance policies and/or bonds, if any, that may be required by this Purchase Order.

11. **Warranty.**

Vendor hereby warrants that all items and work covered by this Purchase Order shall conform to the specifications, drawings, samples, or other description furnished by the City and shall be merchantable, of good material and workmanship, and free from any defects. Vendor also

warrants good title to and freedom from any encumbrances for all items and warrants against any infringement. Acceptance by Vendor may not exclude any warranty. If this Purchase Order is for services, Vendor warrants that the services shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like vendors in Virginia. Further, Vendor warrants that such services shall be completed in accordance with the applicable requirements of this Purchase Order and shall be correct and appropriate for the purposes contemplated in this Purchase Order. Such warranties are in addition to any of the Vendor's other guarantees or obligations under this Purchase Order or that may arise by law. Vendor agrees that Vendor shall repair or replace, at Vendor's sole expense, and to the satisfaction of the City, any items, work, material, equipment, or part of the item that is found by the City to be defective or not in accordance with the terms of this Purchase Order.

**12. Independent Contractor.**

The relationship between Vendor and the City is a contractual relationship. Vendor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Vendor shall be responsible for causing all required insurance, workers' compensation and unemployment insurance to be provided for itself and all its employees and subcontractors. Vendor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

**13. Nondiscrimination.**

Vendor shall comply with the nondiscrimination provisions of Section 2.2-4311 of the Code of Virginia, which are incorporated herein by reference.

**14. Drug-Free Workplace.**

Vendor shall comply with the drug-free workplace provisions of Section 2.2-4312 of the Code of Virginia, which are incorporated herein by reference.

**15. Faith-Based Organizations.**

Pursuant to the Code of Virginia, Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

**16. Assignment.**

Vendor may not assign or transfer this Purchase Order in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld.

**17. Successors and Assigns.**

The terms, conditions, provisions, and undertakings of this Purchase Order shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

**18. Indemnification.**

Vendor agrees to indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Vendor's or its employees, agents, or subcontractors actions, activities, or omissions, arising in any way out of or resulting from any of the work or items to be provided under this Purchase Order.

**19. Governing Law and Forum Selection.**

By virtue of entering into this Purchase Order, Vendor submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Purchase Order is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.

**20. Acceptance – Entire Agreement - Modification.**

**Acceptance of this Purchase Order shall be limited to the terms and conditions, but such Terms and Conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Contractor contained herein and/or incorporated herein by reference. This Purchase Order shall be deemed accepted upon the commencement of performance by the Vendor. City rejects any additional and/or inconsistent terms and conditions offered by Vendor at any time and irrespective of City's acceptance of or payment for Vendor's items. The provisions of this Purchase Order, including these terms and conditions, constitute the entire agreement between the parties and no change to or modification of this Purchase Order shall be binding upon City unless signed by an authorized representative of City's purchasing office. Vendor's shipment or provision of the items and/or performance of services as called for in this Purchase Order shall constitute acceptance by Vendor of this Purchase Order with its terms and conditions.**

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**ATTACHMENT C  
TO  
ITB# 15-09-08**

**REFUSE TRUCK BODIES**

**INSURANCE REQUIREMENTS**

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the City, and such proof has been approved by the City. The Contractor confirms to the City that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The City and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Contractor shall immediately notify in writing the City of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the City with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
- (1) The City and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract.

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the City and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract.

However, if B (1) or (2) cannot be provided, the City's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable.

- C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, include the following:

- (1) Commercial General Liability: \$1,000,000.00  
  - \$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).
  - \$1,000,000.00 Products/Completed Operations Aggregate Limit.
  - \$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).
  - \$1,000,000.00 each occurrence limit
- (2) Automobile Liability: \$1,000,000.00 combined single limit with applicable endorsement to cover waste cargo.
- (3) Workers' Compensation and Employer's Liability:  
  - Workers' Compensation: statutory coverage for Virginia
  - Employer's Liability:
    - \$100,000.00 Bodily Injury by Accident each occurrence
    - \$500,000.00 Bodily Injury by Disease Policy Limit
    - \$100,000.00 Bodily Injury by Disease each employee
- (4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.
- (5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights of subrogation against the City and its officers, employees, agents, assigns, and volunteers.
- (6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract.

D. Proof of Insurance Coverage:

- (1) Contractor shall furnish the City with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
- (2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by the City, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

F. The Contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.

G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages

without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.

- H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. The City does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the City or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the City to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

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**ATTACHMENT D  
TO  
ITB# 15-09-08**

**REFUSE TRUCK BODIES**

**CARDS PAYABLE APPLICATION**

The City of Roanoke has a responsibility to its citizens, business owners, large and small, and the community to be good stewards of its financial resources. Every day the City strives to accomplish our mission by making changes in our process and procedures, we know every penny counts. The electronic Card Payables program was implemented to streamline our accounts payable process. This program allows the City to use MasterCard Virtual Card Numbers (VCNs) from a well-known banking institution to reduce costs, paperwork and time associated with our current invoice and check payment process.

The VCN will be issued by the City upon invoice approval and delivered via secure email from the Bank to the designated individual within your company. Instructions will be provided on how to retrieve your VCN and all required invoice level detail. The virtual card number can then be processed through your normal POS terminal. If you agree to this payment arrangement your company will need to ensure the Bank's email address is allowed through your organization's security firewall.

By accepting the Bank's Card Payables VCN as a form of payment, your company can also take advantage of the following Purchasing Card benefits:

- **Improved cash flow** - you can receive payment in 48 – 72 hours from invoice approval, positively affecting your account receivables
- **Reduced credit and collection expenses** – reduce your administrative costs spent on collections and tracking down late payments
- **Enhanced competitive position** – gives you a tangible competitive advantage in attracting and retaining customers, including the City of Roanoke
- **Rate Improvement** – potential eligibility for favorable Bank discount rates

**Please complete page 2 of this attachment and return it along with your bid form so we can update our vendor records and begin the process of converting your account to be paid for goods and services rendered to the City via VCN.**

Your acceptance of this method of payment will have no bearing on the evaluation or award of this solicitation. A confirmation email with additional information and instructions will be sent from [accounts.payable@roanoke.gov](mailto:accounts.payable@roanoke.gov).

The City is committed to this initiative and welcomes your support as a vendor. The program should prove beneficial to both of our organizations and we appreciate your cooperation.

Please complete the following information and return it along with your bid form.

- I agree to accept Purchasing Cards or Card Payables VCNs as a form of payment from the City of Roanoke  
Yes  No
- I am a current MasterCard merchant acceptor.  
Yes  No
- I would like to be contacted to become a MasterCard acceptor or to discuss my current merchant processing arrangement:  
Yes  No

Company Name: \_\_\_\_\_

TIN \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Email Address: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

-----For office use only-----

Vendor # \_\_\_\_\_ Email verification sent \_\_\_\_\_ Entered/by Date \_\_\_\_\_

Advantage \_\_\_\_\_

Entered/by Date 5<sup>th</sup> 3<sup>rd</sup> Direct \_\_\_\_\_ Approved AP Supervisor \_\_\_\_\_

Approved Accounting \_\_\_\_\_