THE CITY OF EDINBURG

NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **, Monday, January 14, 2013**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2013-46
UNIVERSAL NESTABLE CONTAINERS

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of:

LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this bid, please contact Mr. Ramiro Gomez, Director of Solid Waste Management, at (956) 381-5635.

If Hand-delivering Bids: 415 West University Drive,
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.

CITY OF EDINBURG
INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the purchase of **UNIVERSAL NESTABLE CONTAINERS** for the City of Edinburg.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Each bid must be completely filled out and **SUBMITTED IN ORIGINAL FORM**, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

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If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

INSTRUCTIONS TO BIDDERS (Continued):

SALES TAX
State sales tax must not be included in the bid.

SUBSTITUTIONS
No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE
If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS
Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE
Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY
Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day. Delivery time may be considered as basis of award.

DELAY IN SERVICE DELIVERY
When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING
Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME
The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD
The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

INSTRUCTIONS TO BIDDERS (Continued):

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-8972) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the purchase of UNIVERSAL NESTABLE CONTAINERS as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

INSTRUCTIONS TO BIDDERS (Continued):

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold bids **60** days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

INSTRUCTIONS TO BIDDERS (Continued):

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

AWARD

For purposes of this project, award will be contingent on approval of budget.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

INSTRUCTIONS TO BIDDERS (Continued):

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

INSURANCE REQUIREMENTS Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	**Limits of Liability**
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	$250,000 each person/$500,000 each occurrence
Property Damage	$100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits

The following insurance requirements will be included in all City contracts of $15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

INSTRUCTIONS TO BIDDERS (Continued):

Minimum Insurance Requirements	
Type of Coverage	**Limits of Liability**
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: $100,000 each accident Bodily Injury by Disease: $100,000 each employee/$500,000 policy limit
Comprehensive General Liability Bodily Injury Property Damage	 $250,000 each person/$500,000 each occurrence $100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits
Comprehensive Auto Liability Bodily Injury Property Damage	 $100,000 each person/$500,000 each occurrence $100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits
City's Protective Liability Bodily Injury Property Damage	 $250,000 each person/$500,000 each occurrence $100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.
Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

BID BOND INFORMATION

If the contract amount is over twenty-five-thousand dollars ($25,000) for **construction or facility improvements**, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

CITY OF EDINBURG
REQUEST FOR BIDS FOR
UNIVERSAL NESTABLE CONTAINERS

BID NO. 2013-46

BID OPENING DATE: January 14, 2013 at 3:00 p.m.

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned **UNIVERSAL NESTABLE CONTAINERS.**

GENERAL REQUIREMENTS AND AGREEMENT FOR UNIVERSAL NESTABLE CONTAINERS:

You are invited to submit a sealed bid for the purchase of **UNIVERSAL NESTABLE CONTAINERS** as requested by the City of Edinburg Department of Solid Waste Management.

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

CITY OF EDINBURG
DEPARTMENT OF SOLID WASTE MANAGEMENT
MINIMUM SPECIFICATIONS FOR
UNIVERSAL / NESTABLE CONTAINERS

1. **INSTRUCTIONS:** The specifications herein describe the minimum acceptable features, colors and performance requirements for rollout waste containers the City of Edinburg will purchase for its citizens. Bidders are to have thoroughly read and understood these specifications prior to bid submission.

   All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a check mark to indicate if the item being bid is exactly as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.

   By checking any of the "NO" spaces the bidder states that the product being bid does not conform to that specification. All variations and/or exceptions must be documented, referencing applicable paragraph(s), and explained in detail on a separate page titled "Exceptions". If the City of Edinburg determines by any means that exceptions exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated.

2. **MANUFACTURING PROCESSES AND MATERIALS**: Each rollout container shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished container must meet the minimum specifications herein.

		YES	NO
2.1	MANUFACTURING PROCESS: Each container body must be manufactured by the Rotational molding process.		

REQUEST FOR BIDS FOR UNIVERSAL NESTABLE CONTAINERS (Continued):

		YES	NO
2.2	PLASTIC MATERIAL: Base plastic resin must be first quality linear polyethylene supplied by a national petrochemical producer. Bidder must submit technical data sheet(s) from the resin producer, which verify that the resin to be used in the container body will meet the following minimum property levels: ESCR - > 1000 hrs Elongation - > 1000% Density - 0.937-0.940		
2.3	RESIN ADDITIVES: The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished container. To ensure thorough distribution of these additives, the resin and additives must be mixed in a molted state using a hot-melt compounding process. Bidder must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.		

3. **CONTAINER REQUIREMENTS**: The rollout containers must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

		YES	NO
3.1	ANSI CONFORMANCE: Containers bid herein must meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for "Type B/G" containers. Bidder must submit independently certified copies of all ANSI test results with bid. Test results must state load (in pounds) under which tests were conducted. The load under which the tests were conducted must be the same as the load rating stated in all literature and specifications. The ANSI Appendix D test for "Loading and Unloading Test for Carts" must clearly state that the required 520 dump cycles under the cart's full rated load were performed on both a Semi-Automated Cart Lifter <u>and</u> a Fully Automated Grabber Arm.		

REQUEST FOR BIDS FOR UNIVERSAL NESTABLE CONTAINERS (Continued):

		YES	NO
3.2	LOAD RATING: Containers must be designed to regularly receive and dump the following pounds of waste materials, excluding the weight of the container, without permanent damage or deformation. The load rating must conform with ANSI Standard Z245.30-2008. **96 Gallon** – 335 pounds Bidder must submit its normal printed color sales brochure which shows the exact product item bid and the corresponding load rating. Bidder must mark the location of the load rating on the brochure with a bold red arrow so as to aim directly at the load rating. Load rating stated on literature must exactly match all specifications, ANSI certification submitted with bidder's proposal, and the load rating permanently marked on the product. **96 Gallon**: STATE LOAD RATING - _____ pounds		
3.3	WEIGHT: The total weight of the fully assembled container shall be as follows: **96 Gallon** – 32 pounds minimum to 37 pounds maximum STATE FULLY ASSEMBLED WEIGHT – **96 Gallon** - _____ pounds		
3.4	CAPACITY: The total capacity of the container body, excluding the lid, must be 96 U.S. gallons (+/- 2%). Bidder must include an independent test result according to ANSI Z245.30-2008, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon). **96 Gallon**: STATE BODY CAPACITY - _____ U.S. Gallons		

REQUEST FOR BIDS FOR UNIVERSAL NESTABLE CONTAINERS (Continued):

		YES	NO
3.5	DIMENSIONS: The exterior dimensions of the completely assembled containers shall be as follows: **96 Gallon –** Height: 43.25" STATE HEIGHT - _____" Length: 35.25" STATE LENGTH - _____" Width: 29.75" STATE WIDTH - _____"		
3.6	RIM OF BODY: The upper rim of each body must consist of a closed tubular design, similar to square steel tubing, for maximum strength during collection. The rim must also include a ledge on which the lid rests to create a tight seal between body and lid. Rolled over or other rims that are open on the underside are NOT acceptable.		
3.7	HANDLES: Each container must be equipped with two (2) handles, each a minimum of 1" diameter. The handles and handle mounts must be an integrally molded part of the container body. The handles shall be designed to afford the user positive control of the loaded cart at all times. The handles must not have the ability to rotate on their own axis at any time. Handles which are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.		
3.8	LID: The lid shall be configured to ensure that it will not warp, bend, slump, or distort such an extent that it no longer fits the container properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to disallow entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc. Living hinges and lid counter weights are unacceptable. Lid latches are unacceptable.		
3.9	BOTTOM: The bottom of the container must have a molded-in wear strip to protect against dragging. Container base must be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.		
3.10	WHEELS: Wheels shall be 10" diameter and 1.75" wide with knobby treads. Wheels must be extra high molecular weight polyethylene capable of supporting 200 pounds per wheel.		
3.11	AXLE: The axle must be 5/8" diameter zinc chromate plated solid high strength steel fully supported by cart body. Axle must slide through two molded-in plastic journals in the cart bottom and must not be exposed to contents inside of container. Each molded-in axle journal must be at least 1" wide. Axles attached by means of bolts or rivets are unacceptable.		

REQUEST FOR BIDS FOR UNIVERSAL NESTABLE CONTAINERS (Continued):

		YES	NO
3.12	STABILITY: Each container shall be stable and self-balancing when in the upright position, either loaded or empty. The container must be designed to withstand winds of up to 25 mph when empty. Containers must be easy for a citizen to tilt to the roll position when fully loaded while keeping both feet on the ground. Any container which is judged as too difficult to tilt when loaded to maximum capacity of material will be disqualified. Containers that require a foot fulcrum to assist in tilting the container are unacceptable.		
3.13	LIFT SYSTEM: Each container shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the container. The lower lift bar must be designed to withstand over ten (10) years of lifter attachment, and must be 1" diameter galvanized steel. It must freely rotate a full 360° on its own axis. The lower bar must be mounted in molded-in plastic bearings so that it is not exposed to the contents inside the container. The lower bar must be factory installed and cannot be attached by means of rivets, screws, bolts, fasteners, etc. Containers with bolted on lower bars or plastic lower bars are NOT acceptable.		
3.14	NESTABILITY – Containers must be designed so that each fully assembled container can be stacked inside another fully assembled container for maximum efficiency in storage and delivery. Containers that will not nest one inside another when fully assembled are NOT acceptable.		
3.15	COLOR – The container body color shall be a special "granite-like" color of base colors of gray, brown, tan, dark blue, black and green. These granite colors shall feature a pebble-like finish with multi colors in the surface blending together to create a granite-like visual impression. Surface treatments, spray-on finishes and materials that are not homogenous are not acceptable. Bidder must submit color chips of all special granite colors available.		

4. **MARKINGS**: Each container must be permanently marked with letters/numbers, as follows:

		YES	NO
4.1	SERIAL NUMBERS: Each container must have a serial number hot stamped in white on the front face of its body. The serial number shall be preceded by a letter or number code which designates the year of manufacture. Serial numbers shall be in sequence beginning with a number designated by the City. The bidder will maintain a file that will identify the date of manufacture by the serial number.		
4.2	BODY HOT STAMP: The Seal of the City shall be hot stamped onto both sides of the cart body.		
4.3	LID HOT STAMP: Custom City instructions shall be hot stamped onto cart lid.		
4.4	USER INSTRUCTIONS: Instructions for the safe use of the container must be molded into each lid. Instructions shall be in both English and Spanish.		

REQUEST FOR BIDS FOR UNIVERSAL NESTABLE CONTAINERS (Continued):

		YES	NO
4.5	LOAD RATING: The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms and in English and Spanish.		

5. **EXPERIENCE:**

		YES	NO
5.1	REFERENCES: Bidder must submit with its bid a reference list of municipalities currently using the bidder's products. The list must include at least ten (10) municipalities who currently have at least 20,000 carts in service. Include the name of the municipality, year of installation, contact person, phone number, and quantity for each reference. Failure to include these references will result in bid disqualification.		

6. **WARRANTY**: Bidder must submit with bid a document which clearly states the exact warranty of the bidder. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts which fail in materials of workmanship for a period of ten (10) years after installation. The bidders warranty is understood to include, whether stated in bidder's warranty or not, the following coverage:

		YES	NO
6.1	Failure of the lid to prevent rain water from entering the container when in the closed position.		
6.2	Damage to the container body, lid, or any component parts through opening or closing the lid.		
6.3	Failure of the body and lid to maintain their original shape.		
6.4	Damage or cracking of the container body through normal operating conditions.		
6.5	Failure of the wheels to provide continuous, easy mobility, as originally designed.		
6.6	Failure of any part to conform to minimum standards as specified herein.		
6.7	If bidder is owned by another business entity, then the owning entity must also accept full financial responsibility for the warranty of the bidder. The bidder must submit with their bid a letter from the owning entity which clearly states its obligation and commitment to honor the warranty of the bidder, should the bidder ever be in a position to not do so. Such letter shall be signed by the owning entity's top officer and notarized.		
6.8	Warranty specimen of exact warranty offered must be included with proposal.		

REQUEST FOR BIDS FOR UNIVERSAL NESTABLE CONTAINERS (Continued):

7. **PRICE ADJUSTMENTS:**

		YES	NO
7.1	If the cost of manufacturing materials is increased through no act on the part of the contractor other than to comply with any prevailing rise in the Market Prices of materials used, prices shall be increased only to the point of absorbing additional costs of materials paid for by the Contractor. The City may request that the Contractor provide written documentation from the manufacturer/supplier of the materials to substantiate price increases. Contract extensions will be based on a mutual written agreement between the successful bidder and the City.		

8. **LEGAL OR ADMINISTRATIVE SETTLEMENTS:** The manufacturer of the cart must submit the name, contact name and telephone number for each government or agency with which it has had a legal or administrative settlement of warranty, cart failure claims or contract performance within the last ten (10) years including ongoing negotiations of settlement. Include a brief summary of the settlement or indicate if a "gag order" was imposed, and by whom it was ordered. This information must be provided on a separate page entitled "Legal or Administrative Settlements."

CITY OF EDINBURG
BID FORM FOR
UNIVERSAL NESTABLE CONTAINERS

BID NO. 2013-46

BID OPENING DATE: January 14, 2013 at 3:00 p.m.

I/We submit the following bid in **ORIGINAL FORM** for **UNIVERSAL NESTABLE CONTAINERS** according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

CHECK ONE

☐ **BUYBOARD** ☐ **H-GAC** ☐ **TXMAS** ☐ **DEALER/LOCAL**
☐ **TX DIR** ☐ **TFC** ☐ **OTHER** _____
Specify

CONTRACT NUMBER: _____ (if applicable) COMMODITY NUMBER: _____ (if applicable)

ITEM	QTY	DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE	EXTENDED PRICE
1	730	95 GALLON UNIVERSAL/NESTABLE PLASTIC ROLL OUT CONTAINERS (STANDARD BID)	$_____	$_____
		95 GALLON UNIVERSAL/NESTABLE PLASTIC ROLL OUT CONTAINERS (HGAC/BUYBOARD BID PRICING)	$_____	$_____
		Freight FOB Solid Waste Management 8601 N. Jasman Rd. Freight will be based on full truck loads: bidders are encouraged to submit load capacities of their OTC haulers based on the size of containers.		
		Bidders may also submit alternate bid based on their State Contract or HGAC pricing if bidder possesses such contract; bidder must include all pertinent information on such bid.		

Notice – The City of Edinburg reserves the right to accept or reject any bid in whole or in part based on what is deemed to be most advantageous to the City of Edinburg.

REQUEST FOR BIDS FOR UNIVERSAL NESTABLE CONTAINERS (Continued):

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No_____

Has the Company ever conducted business with the City of Edinburg? Yes _____ No_____

Respectfully submitted this _____ day of _____, 2013.

SIGNATURE: _____

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

_____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL: _____