



## 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, September 30, 2013**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> 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. 2014-06 PURCHASE OF ONE (1) REAR STEERING LOADER TRUCK**

**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](http://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](mailto: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 (1<sup>st</sup> 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.**



**415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 388-8204 • Fax (956) 383-7111**



## 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 **PURCHASE OF ONE (1) REAR STEERING LOADER TRUCK** 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).

**If Hand-delivering Bids:** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor)  
**If using Land Courier (i.e., FedEx, UPS):** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor), Edinburg, Texas  
78541  
**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.

### **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](http://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 PURCHASE OF ONE (1) REAR STEERING LOADER TRUCK 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 7<sup>th</sup> 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](http://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):**

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability 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

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 of the project, 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.

## **INSTRUCTIONS TO BIDDERS (Continued):**

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
PURCHASE OF ONE (1) REAR STEERING LOADER TRUCK**

**BID NO. 2014-06**

**BID OPENING DATE: September 30, 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 **PURCHASE OF ONE (1) REAR STEERING LOADER TRUCK.**

**GENERAL REQUIREMENTS AND AGREEMENT FOR PURCHASE OF ONE (1) REAR STEERING LOADER TRUCK:**

You are invited to submit a sealed bid for the purchase of ONE (1) **PURCHASE OF ONE (1) REAR STEERING LOADER TRUCK** 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 BID SPECIFICATIONS  
FOR REAR STEERING LOADER  
(20 FT KNUCKLEBOOM LOADER TRUCK)**

<b>INTENT:</b>	Initial:
<p>The City of Edinburg owns and operates a Fully Automated Waste Collection Fleet and services 100% of all City Residents and Commercial Establishments. Therefore, time is of the essences; full responses to the bid are needed to fully evaluate the bid. Bidders are to have thoroughly read and understood these specifications prior to bid submission. These specifications are intended to describe a hydraulically operated knuckleboom trash loader to be used in the collection of oversized trash items such as discarded appliances, furniture, brush, leaves, building material, etc. A rear steering loader is designed for one man operation of the loader functions and have the capability to drive the loader from a single, elevated aft control station. In this configuration, the loader is intended to be mounted over the rear axle of a short wheel base cab chassis. This configuration allows the operator to load shuttle trucks or trailers, leaving the loader itself on the route to continue work. All components and requirements shall be at a minimum as listed in the attached specifications herein describe the minimum acceptable features, performance and operational requirements for a fully automated side load residential truck that the City of Edinburg will purchase for use with its Collection Program.</p>	
<b>GENERAL TERMS:</b>	Initial:
<p>The manufacturer of all equipment provided under this contract shall be ISO 9001-2000 certified. All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-2008.</p>	

<b>BID QUOTATION:</b>	Initial:
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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 minimum specification. The City of Edinburg Dept. of Solid Waste Management operates a uniform and standardized fleet which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, all variations and/or exceptions must be documented, referencing applicable paragraph(s), and explained in detail on a separate page titled "Exceptions". Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. 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. However, no implication is made by THE CITY OF EDINBURG that exceptions will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG.

BASIC SPECIFICATIONS			
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CAB and CHASIS			
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Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

	YES	NO	OFFER
The recommended vehicle for this application has a conventional cab and minimum Gross Vehicle Weight of 31,000 lbs. (10k front, 21k rear) and a cab-to-axle dimension of 90 in. Vehicle must have an electronic engine (225 HP min.), an Allison 3000 RDS transmission and a rear axle with a gear ratio of 3.91.			

ELECTRONIC PARAMETERS	YES	NO	OFFER
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65 mph road speed limit with corresponding cruise control speed limit. PTO mode engine RPM limit set to 1400 RPM. PTO mode brake override for service brake only. PTO RPM with cruise set switch to 700 RPM. PTO RPM with cruise resume switch to 800 RPM. PTO mode cancel vehicle speed is 20 mph. PTO governor ramp rate is 250 RPM per second. PTO minimum RPM is 700 RPM. Regen inhibit speed threshold is 5 MPH.			
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ENGINE EQUIPMENT		YES	NO	OFFER
	2010 EPA/Carb emission certification. Engine mounted oil check and fill. One piece valve cover. Side of hood air intake with air cleaner. DR 12v 160 amp 28-si quadmount pad alternator with remote battery volt sense. (2) Alliance model 1131, group 31, 12 volt maintenance free 1850 cca threaded stud batteries. Battery box frame mounted LH side under cab. Wire ground return for battery cables with additional frame ground return. 18.7 CFM air compressor with internal safety valve, standard governor, and discharge line. Exhaust brake with variable geometry turbo with on/off dash switch. RH outboard under step mounted horizontal after treatment system assembly with RH horizontal tailpipe. After treatment to have automatic over the road regeneration with dash switch for regeneration request. If equipment with DEF, tank is to be 6 gallons and mounted under cab with standard DEF pump mounting. Frontal air on/off engine fan clutch. Automatic fan control without dash switch, non-engine mounted. Full flow oil filter. 950 square inch aluminum radiator with drain valve and lower radiator guard. Gates blue stripe coolant hoses with constant tension hose clamps. Aluminum flywheel housing. Electric grid air intake warmer. Delco 12v 29mt starter with integrated magnetic switch.			
TRANSMISSION		YES	NO	OFFER
	Allison 3000 RDS automatic with PTO provision. WTEC calibration for 5 speed auto neutral with LBSS, RDS (package 144). Vehicle interface wiring with body builder connector mounted back of cab. Electronic transmission customer access connector mounted back of cab. Customer installed Chelsea 277 series PTO to be LH side of transmission. Magnetic plugs, engine drain, transmission drain, axles fill and drain. Push button electronic shift control to be dash mounted with transmission prognostics enabled. Water to oil transmission cooler in radiator end tank. Transmission oil check and fill with electronic oil level check.			
FRONT AXLE AND EQUIPMENT		YES	NO	OFFER
	Detroit DA-F-10,0-3 10,000# FF1 71.5 KPI/3.74 drop single front axle. Meritor 15x4 Q+ cam front brakes with conmet cast iron front brake drums. Vented front hub caps with window, center and side oil plugs and standard spindle nuts. Meritor automatic front slack adjusters. TRW THP-60 power steering, power steering pump, and 2 quart see through power steering reservoir.			
FRONT SUSPENSION		YES	NO	OFFER
	10,000# taperleaf front suspension with maintenance free rubber bushings and front shock absorbers.			
REAR AXLE AND EQUIPMENT		YES	NO	OFFER
	Detroit DA-RS-21.0-4 21,000# R-Series single rear axle with 3.91 ratio. Iron rear axle carrier with standard axle housing. MXL 17N Meritor extended lube main driveline with full round yokes. Meritor 16.5X7 Q+ cast spider cam rear brakes,			

	double anchor, and fabricated shows. Brake cams and chambers to be on forward side of drive axles. Conmet cast iron rear brake drums and SKF scotseal plus xl oil seals. Haldex goldseal longstroke 1-drive axle spring parking chambers with Meritor automatic rear slack adjusters.			
REAR SUSPENSION		YES	NO	OFFER
	23,000# 52 inch variable rate multi-leaf spring rear suspension with leaf spring helper, standard u-bolt pad, and no axle spacers.			
BRAKE SYSTEM		YES	NO	OFFER
	Air brake package. Wabco 4S/4M ABS without traction control. Reinforced nylon, fabric braid and wire braid chassis air lines. Fiber braid parking brake hose. Air brake system valves, pressure protection system, and front brake axle valve to be standard. Relay valve with 5-8 PSI crack pressure. BE AD-9 air brake line air dryer with heater. Air dryer mounted inboard on LH rail. Steel air tanks mounted aft inside and/or below frame just forward of rear suspension with pull cables.			
TRAILER CONNECTIONS		YES	NO	OFFER
	Upgraded chassis multiplexing unit and bulkhead multiplexing unit.			
WHEELBASE AND FRAME		YES	NO	OFFER
	158" wheelbase. 11/32x3-1/2x10-3/16" steel frame 120ksi. 63" rear frame overhang. Back of cab to rear susp c/l (CA) 92". Calculated overall frame length 250". Calculated space available for deckplate 92". Frame space LH side 38.81". Frame space RH side 72.71" Square end of frame. Front closing crossmember. Standard weight engine crossmember. Standard midship #1 crossmember. Standard rearmost crossmember. Standard suspension crossmember.			
CHASSIS EQUIPMENT		YES	NO	OFFER
	Three-piece 14 inch painted steel bumper with collapsible ends. Front frame mounted tow hooks. No mudflap brackets and no rear mudflaps. Fender and front of hood mounted front mudflaps. Grade 8 threaded hex headed frame fasteners.			
FUEL TANKS		YES	NO	OFFER
	50 gallon short rectangular aluminum fuel tank forward LH side. Alliance fuel filter/water separator with primer pump. Equiflo inboard fuel system. High temperature reinforced fuel line.			
WHEELS		YES	NO	OFFER
	Conmet pre-set bearing iron front and rear hubs. Accuride 50487 Accu-Lite 22.5x8.25 10-hub pilot 5-hand steel disc front and rear wheel with mounting nuts.			

CAB EXTERIOR		YES	NO	OFFER
	106" BBC flat roof aluminum conventional cab with rubber cab mounts and non-removable bugscreen behind grill. No fender extension. LH and RH grab handles interior and exterior. Fiberglass hood. Single 14" round polished air horn roof mounted with shield. Door locks and ignition keyed the same. Rear license plate mount end of frame. Integral headlight/marker assembly. 5 amber marker lights and integral stop/tail/backup lights. Standard front turn signal lamps. Dual west coast molded-in color mirrors door mounted with 8" molded-in color convex mirrors mounted under primary. 102" equipment width. RH down view mirror. Standard side/rear reflectors. 2 gallon windshield washer reservoir without fluid level indicator, frame mounted.			
CAB INTERIOR		YES	NO	OFFER
	Opal gray vinyl interior. Molded plastic door panels. Black mates with single insulation. No dash mounted ash trays and lighter. Forward roof mounted console with upper storage compartments. In dash storage bin. Gray/charcoal flat dash. Heater, defroster and air conditioner. Standard HVAC ducting Main HVAC controls with recirculation switch. Standard heater plumbing. 1 Denso heavy duty and 1 sanden compact refrigerant compressor. Binary control, R-134A. Cab insulation. Solid-state circuit protection and fuses. 12V negative ground electrical system. Dome light with 3-way switch activated by doors. Cab door latches with manual door locks. Air ride seat. High back non-suspension passenger seat. 3 point fixed D-ring retractor driver and passenger seat belts. Fixed steering column, 4 spoke 18" steering wheel.			
INSTRUMENTS AND CONTROLS		YES	NO	OFFER
	Gray driver and center instrument panel. Engine remote interface with park brake and neutral interlocks. Black gauge bezels. Low air pressure light and buzzer. 2" primary and secondary air pressure gauges. Intake mounted air restriction indicator without graduations. Electronic cruise control with switches in LH switch panel. Key operated ignition switch and integral start position; 4 position off/run/start/accessory. Odometer/trip/hour/diagnostic/voltage display: 1x7 character, 26 warning lamps, data linked, icu3. Diagnostic interface connector, 9 pin, SAE J1939, located below dash. 2" electrical fuel gauge. Engine remote interface with multiple set speeds. Engine remote interface connector in engine compartment. Electrical engine coolant temperature gauge. Transmission oil temperature indicator light. Electric engine oil pressure gauge. Electronic mph speedometer. Standard vehicle speed sensor. Electronic 3000 RPM tachometer. Idle limiter, electronic engine. No trailer hand control brake valve. Digital voltage display integral with driver display. Marker light switch integral with headlight switch. One valve park brake system with dash valve control auto neutral and warning indicator.			
PEDESTAL ASSEMBLY		YES	NO	OFFER
	To be an open A-frame type to <u>allow flexing under repeated load shocks</u> . Total height not to exceed 7 ft. from mounting plate to top of pedestal/main boom			

	connection point. <u>Loader sub frame/counterweight to be a 4 in. steel plate weighing approximately 5,600 lbs which reduces stress on truck frame and provides additional lifting capacity over the side.</u>			
	Swing post to be single piece high strength <u>solid steel</u> (ASTM 4140) turning in (ASTM-D4020-81) cast nylon bearings. Welded spindle/head assembly is to be stress relieved prior to installation.			
	Boom rotation to be accomplished by a direct drive 270 degree planetary gearbox with radial piston hydraulic motor. Model SAI 1250/150, with a maximum torque rating of 150,000 in. lbs. This enclosed gearbox must be 100% oil bathed which eliminates the metal-to-metal wear found in open, exposed pinion and bull gear design. To prevent spindle bending moments from being transmitted to enclosed gearbox, the gearbox must be mounted by means of a torque arm assembly.			
<b>BOOM CONSTRUCTION</b>		YES	NO	OFFER
	Main boom to be comprised of two ea. 4 in. x 8 in. x 3/8 in. thick steel tubes connected to each other only at their center line to <u>allow a shock absorbing flexing action of the boom.</u>			
	Tip boom to have an extendable/retractable telescopic section controllable from the operator's cab. Must have mechanical stops to prevent cylinder stress. The inner and outer sleeves of the telescopic section must be separated by replaceable cast nylon wear blocks on all sides to prevent metal-to-metal wear. Hydraulic hoses for the telescopic section must be enclosed in steel box for protection. No exposed tip extension hoses shall be permitted.			
<b>LIFTING CAPACITIES</b>		YES	NO	OFFER
	Boom radius is measured from the center of rotation to the center of the bucket. Capacities shown must not exceed 85% of vehicle tipping moment, with machine level and outriggers fully extended. Weight of bucket and/or attachments to boom must be subtracted from lift capacities shown. (Bucket should weigh approximately 1,000 lbs.)			
	<b>Minimum Capacities</b>			
	20 ft			
	<b>Minimum Capacities</b>			
	20 ft			
	<b>Minimum Capacities</b>			
	20 ft			
<b>BOOM CONNECTION POINTS</b>		YES	NO	OFFER
	Boom connection points must be equipped with replaceable cast nylon or bronze bushings and a 2 in. bolt with castellated nut to prevent spreading of the connection pivot point.			
<b>TRASH BUCKET</b>		YES	NO	OFFER

	To be a special municipal trash bucket actuated by a single double-acting cylinder. The bucket shall be capable of continuous rotation with no need for physical stops. Bucket rotation to be accomplished by a continuous rotation bucket motor, Model RE, with 5,500 in. lbs. torque rating. Bucket must have the capability to be rolled over on the load without damage to any components. This allows a maximum load and keeps boom height within acceptable limits. Bucket must also have a minimum reach of 9 feet below grade to allow pick up of items over bridges and in ditches.			
	The bucket must incorporate: <ul style="list-style-type: none"> <li>• a 3/16 inch smooth steel clamshell scoop for leaves and sand</li> <li>• a minimum of 5 ribs per side to handle branches, logs and appliances</li> <li>• a trample ram in the center for compressing trash in body.</li> </ul>			
	The bucket must be 4 ft. long with an opened width of 5 ft. between pickup blades. These blades must be high impact, tempered steel that form a reverse curve in the closed position to help prevent "scalping" and digging of grass lawns. No hydraulic hoses below bucket rotator will be allowed.			
POWER SOURCE		YES	NO	OFFER
	To be a transmission mounted power take off coupled directly to the hydraulic pump (no drive shafts).			
	PTO functions as follows <b>Drive Mode:</b> PTO disengages when placed in gear <b>Load Mode :</b> PTO disengages when RPMS exceed 1750 When placed In neutral RPMS will not exceed 1400			
	Must be equipped with over-speed protection. Over-speeding the pump causes the hydraulic fluid to overheat. Over-speed protection prevents damage to engine, hydraulic system, and major system components resulting from over-speeding the engine.			
HYDRAULIC COMPONENTS		YES	NO	OFFER
	<b>Reservoir:</b> 60 gallon diffused tank with <u>suction</u> and <u>return</u> filters and cutoff valves for easy servicing. Includes a sight gauge with a thermometer, oil cooler and a vent filter.			
	<b>Cylinders:</b> Double acting with chromed rods and aluminum pistons.			
	<b>Main Boom:</b> 5 in. x 32 in. with a 2 ½ in. shaft.			
	<b>Tip Boom:</b> 5 in. x 32 in. with a 2 ½ in. shaft.			
	<b>Tip Extension:</b> 2 in. x 48 in. with a 1 ¼ in. shaft.			
	<b>Bucket:</b> 4 in. x 12 in. with a 2 in. shaft.			
	<b>Control Valves:</b> Parker stack type with port reliefs			

	<b>Safety Locking Valves:</b> Counter balance valves to be installed on boom and outrigger cylinders to prevent a leakdown or collapse in case of a hydraulic hose rupture.			
	<b>Pump:</b> Tandem Commercial Intertech P-20			
	<b>Conductors:</b> Steel tubing and high tensile steel wire braided hoses, 4,000 PSI, 16,000 PSI minimum burst.			
	<b>Pressure:</b> Main relief set at 2,400 PSI maximum.			
ENGINE CONTROL		YES	NO	OFFER
	To be foot operated control.			
OPERATOR CONTROLS		YES	NO	OFFER
	Platform is to be mounted between the loader and cab with a height not to exceed 8 ft. from mounting plate. Operator platform shall include a steel, windowed operator's cab. The cab shall have windows all around including the top. All windows are to be tinted. All weather cab will be equipped with the following: <b>single electronic 6 function joystick</b> , padded air ride seat with arm rest, seat belt, steering wheel, accelerator pedal, foot brake, emergency/parking brake (air), pto control, gear selector, air horn, engine shutoff button. All hydraulic loader and outrigger controls will be within easy reach of the operator and all loader and drive functions will be available at this platform. Top of cab is not to exceed 12 feet above grade. Dimensions of cab shall be approximately 60 inches tall, 54 inches wide and 56 inches deep. Cab will be air conditioned and heated. Air conditioning unit will <u>not</u> be mounted on top of the truck or operator cab. Cab is to be painted the same color as the knuckleboom.			
	Upper cab is to be equipped with a 7 inch monitor (roofmounted). This monitor has two modes: diagnostic and rear-vision. Diagnostic mode shows chassis information from lower cab. Rear vision connects to a camera mounted on the outer light bar above the chassis cab. Rear vision mode activates when truck is put in drive.			
OUTRIGGER STABILIZERS		YES	NO	OFFER
	Outriggers to be constructed with hydraulically powered telescoping rectangular tubing to prevent side loading and bending of cylinder shafts.			
	Outriggers to be equipped with large steel pads to minimize damage to street. Outriggers must telescope out and down to reach a horizontal distance of 11 ft. 8 in. between outer edges.			
	Outward stabilizer movement of each stabilizer to be powered by a hydraulic cylinder with a bore of 2 in. and a stroke of 20 in. The housing that accomplishes this outward movement must be separated by cast nylon bushings on all four sides to prevent metal-to-metal wear and to allow a greater area for grease.			

	Downward movement to be powered by two hydraulic cylinders with a bore of 3 in. and a stroke of 22 in. These cylinders must be fully enclosed for protection.			
SUSPENSION LOCKS		YES	NO	OFFER
	To improve loader stability while operating on tires; positive, mechanical suspension locks must be engaged on rear suspension. Suspension locks are to be spring applied and pneumatically released. Suspension locks are to be released during normal transit driving operations.			
PAINT		YES	NO	OFFER
	Loader must receive 1 coat of high-grade primer and 2 coats of high-grade enamel (manufacturer's standard colors).			
MISCELLANEOUS		YES	NO	OFFER
	Includes boom up sensor with indicator light and audible alarm (light in cab with audible alarm warns the driver of excessive boom height), and back-up alarm.			
ADDITIONAL REQUIRED OPTIONS		YES	NO	OFFER
	<ul style="list-style-type: none"> <li>a. Hopper and Lift Work Light Kit</li> <li>b. Petersen Multi-Function (SMART) LED</li> <li>c. Lift Cycle Counter</li> <li>d. Remote Lift Controls – Air Toggles</li> <li>e. Hopper Hood</li> <li>f. Rear Caution decal</li> <li>g. 20 lb Fire Extinguisher</li> <li>h. Remote Lubrication System – Packer</li> <li>i. 3<sup>rd</sup> Eye Camera System – Double one camera place at the rear the truck the other positioned in the Hopper</li> <li>j. Front – Two Whelen 700 Series Amber LED's or equal Mounted on chassis front grille, or equal. All lenses shall be clear.</li> </ul>			

	<p>k. Rear Body – Two Whelen 900 Series Amber LED's mounted on rear of refuse body, or equal. All lenses shall be clear.</p> <p>l. Side Body – Two Whelen 600 Series Amber LED's, or equal, mounted behind the cab on the refuse body approximately mid-ship. All lenses shall be clear. All ED's shall be wired and actuated when the PTO is engaged. A switch control shall be mounted in the chassis cab.</p> <p>m. wo (2) year on refuse body, hydraulic pump and system. All hydraulic cylinders to have a five (5) year warranty.</p>			
WARRANTY		YES	NO	OFFER
	Three year major structural and one year hydraulic.			
MANUALS:		YES	NO	OFFER
	Two sets each of parts manuals, operator's manuals, and service manuals.			
DELIVERY, SETUP AND TRAINING:		YES	NO	OFFER
	The unit shall be delivered to the CITY OF EDINBURG Department of Solid Waste Management located at 8601 NORTH JASMAN Rd, EDINBURG TEXAS 78540 and set up to work at the selling dealer's expense. Training on proper operation and maintenance of the unit shall be conducted over a two (2) day period and shall not be less than twelve (8) hours.			
MACHINE AVAILABILITY GUARANTEE:		YES	NO	OFFER
	In the event of a warrantable failure of the unit, the Successful bidder shall guarantee to repair the unit to an operating condition within 24 hours, excluding weekend and holidays, from the time of arrival at the Successful bidders location. This warranty shall remain in effect for any warrantable repair for the warranty period listed above. If the Successful bidder cannot comply with this condition, a comparable machine shall be provided at no cost until the repairs are complete. If no machine is available, a daily rental credit payment of \$500 shall accrue until repairs are completed. Details of this warranty shall accompany the bid.			
PARTS and SERVICE AVAILABILITY GUARANTEE:		YES	NO	OFFER





**BID FORM FOR PRURCHASE OF ONE (1) REAR STEERING LOADER TRUCK 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.*

Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2013.

**SIGNATURE:** \_\_\_\_\_

**TYPE/PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_

**FAX NO.:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_