



April 1, 2011

INVITATION TO BID
ITB-11-36

Sealed Bids marked "SEALED BID – FRONT LOADER REFUSE PACKER" will be received by the City of Winter Haven until **2:00 P.M., April 21, 2011**, at the office of the Procurement Services Division, 401 6th St. SW, Winter Haven, Florida 33880, for the following:

"FRONT LOADER REFUSE PACKER"

At that time, bids will then and there be publicly opened and read aloud in the Procurement Services Office.

The product specified shall be furnished in accordance with the Invitation To Bid, Specifications, and Terms and Conditions attached hereto and made a part hereof as if fully set forth herein, and any other documents prepared for this bid.

Questions concerning this bid must be submitted in writing on or before **3:00 p.m.**, April 14, 2011 to Al Holmes at aholmes@mywinterhaven.com. Questions received after this time may not be answered.

Bidders shall submit bids on the Proposal and Bid form furnished by the City. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. **W-9** must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

The City of Winter Haven reserves the right to reject any and all bids, to waive informalities, to re-advertise, and to enter into a contract determined to be in its best interest, in accordance with the Terms and Conditions referenced herein above.

Sincerely,

CITY OF WINTER HAVEN



Bob Bishop
Procurement Services Division Director

Enclosures

ITB-11-36

FRONT LOADING REFUSE PACKER

It is the intent of these specifications to describe a hydraulically actuated, high compaction front loading refuse body with lift arms designed to service pick-up sleeve type refuse containers with the following minimum requirements considered necessary to perform the work assigned.

The body shall be capable of compacting and transporting refuse to a landfill and dispensing the load by means of hydraulic ejection. The body shall not require tilting, or lifting, or otherwise be displaced from chassis in order to eject the load.

It is required that the unit (s), as specified herein, shall be completely assembled and adjusted and that all equipment, including standard and optional equipment, be installed on a chassis furnished by others and the unit made ready for continuous operation.

The omission of any standard feature from the specifications shall not alleviate the bidder from the responsibility of providing a complete body with all equipment considered standard by the manufacturer and included on the latest model in current production as offered to the commercial trade. The body shall conform in strength, quality of materials and workmanship to that provided by the best manufacturing and engineering practices of the industry.

The bidder shall represent by bid that all equipment is new and unused. All equipment must comply with ANSI 2245.1 safety standard in its latest revision.

Front loader assembly shall be the latest design and model year and at a minimum include the following characteristics:

Bid specifications of vehicle desired by City:
(Indicate and explain any exceptions)

BODY CAPACITY:

1. Net usable body capacity to be 40 yard, high compaction, including hopper.

BODY CONSTRUCTION:

1. Body must be designed for mounting on tilt cab chassis (no exceptions).
2. Packer body will be rectangular and of overhead loading design. Hopper shall be designed to properly handle containers from 1 through 8 cubic yard capacity.
3. Body sides, floor, and roof shall be constructed of Hi-Tensile sheet steel, minimum 100,000-PSI Yield.
 - A. Floor plate to be minimum 7 Ga. in body.

- B. Sides and top to be minimum 10 Ga. sheet steel.
 - C. Reinforcing channel to be a minimum 7 Ga. tube or formed channel.
4. All high stress, exterior seams and abutments shall be continuously welded for strength and neatness in appearance.
 5. Body must be designed for full ejection, complete length of inside body. Dumping units will not be acceptable.
 6. Body shall be provided with a side access door and side mounted under body telescoping hopper access ladder. Steps and grab handles shall be provided for safe entry. A fold down access ladder providing easy access from ground level to roof shall also be provided.
 7. A sufficient number of horizontal and vertical box braces will be welded to the body sides and top for the length of the body to adequately support any hydraulic packing pressure exerted by the packer without distorting the body sides or top. Rear body post shall be a minimum 1/4" formed channel.
 8. Floor understructure shall be, at a minimum, 4" channel or tubing a minimum of 3/16" thick, with two 10" high x 3" wide sills mounted directly to body floor and interlaced over each cross member. At each interlacing point between the cross member and long sill there shall be an 8" long 7 gauge cross member support.
 9. Body will be equipped with a full cab shield fabricated of 12 gauge steel. Cab protector shall be full width to protect the cab from spillage but must not interfere with truck cab tilt motion. An opening shall be provided in cab protector for exhaust pipe & be constructed in such a way as to prevent liquid from contacting exhaust pipe, or dripping through onto cab. Cab shield shall be bolt on design.
 10. Body must be equipped with packer limit switch, or lockout devise, which will prevent dumping of containers when packer panel is not fully retracted.

HOPPER:

1. Minimum 10 cubic yard with approximate roof opening of 100" x 80".
2. Floor plate to be one piece, minimum 1/4" 150,000 PSI sheet steel with a minimum of five cross members. If equipped with a front hopper floor sump include a cover plate to eliminate front sump.
3. Side walls to be minimum 7 Ga. 100,000 PSI sheet steel with reinforcement panels constructed of 10 Ga., 100,000 PSI sheet steel 22" high with a minimum of four braces

constructed of 7 Ga. formed channel.

4. Hopper shall be provided with a side access door. A pull out access ladder and grab handles shall be provided for safe entry. An access ladder providing easy access from ground level to roof shall also be provided.
5. Hopper access door shall be equipped with safety switch to kill engine if door is in open position.
6. Body must be equipped with a one-piece automatic hopper cover, with direct link actuation by means of a double acting hydraulic cylinder. There shall be a switch in the cab to manually open and close the hopper door.

TAILGATE:

1. Tailgate must be one piece, top hinged and hydraulically operated.
2. The tailgate shall hinge at the roofline on a minimum of four separate hinges constructed of 1" hinge plates with a minimum pin diameter of 2 1/2".
3. Tailgate shall be bubble construction, maximum 4-yard capacity. The floor, top and sides shall be constructed of minimum 10 Ga. 100,000 PSI sheet steel. Vertical and horizontal braces will be of a minimum 7 Ga. 100,000 PSI sheet steel.
4. Tailgate must be automatically latched and unlatched using double acting gate lift cylinders. Locks shall capture latch pins, pull and hold tailgate tight to rear of body. A neoprene bulb type gasket shall be provided and installed on the gate in such a way as to eliminate the load from passing over it. The gasket shall prevent leakage at the bottom and sides of the tailgate. Gasket shall extend a minimum 36" up each side.
5. Tailgate to include safety props to hold tailgate open for service inside body.
6. An audible alarm and in cab console mounted light shall be provided to indicate that the tailgate is not fully closed and locked.

PACKER PANEL:

1. Ejector panel must be constructed of 1/4" Hi-Ten face plate with a minimum 3" x 3" x 1/4" square steel tubing support structure designed to withstand, without distortion, repeated applications of maximum packing pressures.
2. Packer panel shall be actuated by two telescopic hydraulic cylinders of the double acting type with a minimum outside diameter of no less than 5 -1/4" each. The in line cylinder force will

be a minimum of 120,000# of packing force throughout the packing cycle.

3. Packer panel to slide in channel tracks located at floor level each side and to travel full length of body. Packer Panel to travel on replaceable shoes or rollers, shoes to be bolt on and replaceable without removal of packer panel.
4. Packer panel to have shovel & broom holders mount on rear.
5. Packer panel to be equipped with "shark's teeth" for load retention.
6. Packer panel to be equipped with remote lube fittings for easy access.

FRONT LOADING LIFT ARMS:

1. The lifting arms of the front loading refuse body must be capable of lifting an 8,000# gross load, measured at the centerline of an 8 cubic yard container.
2. The lifting arms shall be of one-piece box type welded steel "U" shaped construction. Side plates shall be fabricated from minimum 1/4" Hi-Ten steel.
3. The lifting arms must not obstruct truck cab doors on either side, or interfere with opening of cab doors during dumping cycle.
4. Lift arm torque tube shall be a minimum 4" seamless tube with 5/8" wall thickness and supported by two bearing blocks located at front corner of body with special reinforcing. Bearings to be bronze with grease fittings.
5. The lift arms shall be bolted to the torque tube with a minimum of four 3/4" grade 8 bolts.
6. The lifting arms must be designed to travel at rest in such a way as to minimize damage to the hydraulic system. The pickup forks should ride at rest in the full raised or lowered position during travel. The pickup forks shall travel at approximately a 90 degree angle to a level roadway when in the down position for safety.
7. Lift forks to be 1" thick 100,000 PSI steel, flame cut and 60" long from container bumper pad to end.
8. The lifting arms and pickup forks shall be equipped with hydraulic cylinders with sufficient capacity rating to effectively operate with maximum rated load.
9. Hydraulic cylinders shall rotate containers into hopper with sufficient angle to cleanly and

- quickly discharge accumulation of material in the container. The lifting arms must be an integral part of the refuse packer body.
10. Arm assembly rests and container bump stop to be equipped with replaceable heavy duty yellow bump stops.
 11. Fork assembly to be equipped with replaceable rubber pads for noise control.

OPERATING CONTROLS:

1. The operating controls for lift arms; container forks, packing ejector panel and tailgate, hopper cover, and any other devices will be located in truck cab with easy access to driver - operator. Control levers to be air over hydraulic Joystick, self-centering and return to neutral when released.
2. The hydraulic system shall include a single push button automatic hopper sweep cycle. The compaction panel shall sweep the hopper area and return to rest at the forward end of the body. The sweep cycle shall be accomplished automatically after the push of a single button. Panel shall include an auto retract button.
3. The rear door shall not operate without depressing a safety lock-out switch in conjunction with the tailgate control to prevent accidental opening of the rear door.
4. The lift arm control shall have a lock-out device to prevent dumping behind the packer blade.

HYDRAULICS:

1. The hydraulic system shall operate at no more than 2,500 PSI.
2. Factory sealed pressure relief valve shall be provided to insure protection to hydraulic components. All lines must be SAE flare hydraulic tubing of sufficient size and rubber mounted.
3. A heavy duty gear pump shall be provided and driven off the truck engine. Hydraulic pump to be a front mounted Muncie MLS. Pump drive shaft shall have side and top bolt on plating to protect the radiator. Shaft shall have greasable U-joints and have enough slip travel to allow removal without moving the pump.
4. A five-spool control valve, with flow rating beyond the pump capacity, shall be provided.
5. A properly baffled reservoir with a capacity no less than 45 gallons shall be provided. Reservoir shall be vented by use of filter vent cap. In-line dual hydraulic filters shall be provided. The reservoir shall include an oil sight gauge and magnetic trap. Hydraulic reservoir to be equipped with a shut-off valve.

6. All high pressure hoses will be of wire construction, built to withstand a pressure equal to four times maximum pump output and equipped with JIC 37 degree flare fittings.
7. Lift arm cylinders to be double acting 4-1/2" diameter bore, with 2" diameter chrome rod. Internal cushioned with external by-pass to eliminate powering arms into the support hooks if so equipped.
8. Fork cylinders to be double acting 4" diameter bore with a 2" diameter chrome rod and an external high-pressure by-pass.
9. Tailgate cylinder to be double acting 3" diameter bore x with 1-3/4" diameter chrome rod.
10. All hydraulic cylinders to be field demountable and totally rebuildable.
11. All hydraulic cylinder rods to be coated for wear and corrosion resistance.
12. One complete set of replacement filter elements and breather caps shall be included.
13. The packer shall be equipped with an automatic pack function to allow continuous "on the go" packing. The auto pack function shall include a start button, a red stop button a neutral safety that will not allow the throttle to accelerate if the transmission is in gear. The packer shall operate when the truck is in gear and the packer start button is activated.

ELECTRICAL, LIGHTING, WIRING & SAFETY:

1. Turn signals, reflectors, running lights, back-up lights and all other accessories as required by ICC and D.O.T. and F.M.V.S.S. 108. Turn signals, running lights, and back-up lights must be LED, shock resistant, grommet mounted and be watertight, with Lexan lens. (Truck-Lite or approved equal)
2. Wiring shall be run in waterproof conduit or channel with readily accessible junction boxes for testing and repair.
3. Circuit breakers shall be utilized wherever possible.
4. There shall be a pack blade/hopper floodlight installed so the operator can observe operation during hours of darkness.
5. The body shall be equipped with an external audible alarm activated when the vehicle is placed in reverse, and when the tailgate is open.
6. Body to be equipped with a LED lighting package that includes:

- 2 – 4" high mount stop, tail
- 2 – 4" high mount stop, turn
- 2 mid-body turn signal
- 2 4" low mount stop, tail
- 2 4" low mount stop, turn
- 2 4" low mounted back-up lights
- 2 4" high mounted back-up lights mounted on tailgate
- 2 side mounted trapezoidal back-up lights
- 2 6" oval amber flashing warning lights mounted mid-way on tailgate and 2 switched on packer control panel.
- 2 rectangular work lights mounted on front of cab and switched on packer control panel.
- 2 rectangular amber warning strobes mounted on front of cab and switched on control panel
- 1 hopper mounted work light
- 1 "Caution" decal mounted on rear of tailgate 2' X 6'
- 1 4" work light mounted on cab apron, protected from debris to light container when dumping

8. The body shall be equipped with a rear under ride guard as standard equipment to meet Federal Motor Carrier Safety Regulation (49 CFR 393.86).

PAINTING:

1. Complete unit shall be cleaned with weld slag removed. Cleaning shall be in keeping with good and accepted industry practices. A high grade zinc oxide primer shall be applied, followed by a finish coat of DOT Hi-Way Yellow Hi-Gloss Acrylic Polyurethane. Cab and body paint MUST match, color and type.

MOUNTING:

1. All body installation shall be performed by the manufacturer's representative at said manufacturer's authorized place of business.
2. Mounting shall be to chassis and body manufacturer's engineering specifications. No welding shall be performed on the chassis frame in the mounting process.

It will be the responsibility of the cab & chassis vendor and the body vendor selected to make all arrangements for delivering the cab & chassis to the body vendor's place of business for mounting, and for delivering the cab & chassis and mounted body to the cab & chassis vendor's place of business for pre-delivery inspection.

The City of Winter Haven will assume no responsibility, financial or otherwise for any transportation or idle time of cab & chassis and body.

WARRANTY:

1. Minimum two year, 3,000 hour, Parts and Labor, Material and Workmanship Warranty to be 100% all-inclusive, and include any part attached to packer.

MANUALS:

1. Two each, parts, service and operators.

PARTS AND SERVICE:

1. Vendor to have an established Parts and Service supply facility available within a 150-mile radius of the City of Winter Haven. Parts and service to be available within a maximum 24-hour period from notification.

TRAINING:

1. A minimum of eight hours driver and mechanic training shall be provided at our place of business.

ADDITIONAL EQUIPMENT:

1. Intec rear vision system with integrated radar back-up warning system:
 - 6.4" CDC640LCD high resolution flat screen monitor with distance grid
 - 2 each, CVC240 wide angle night vision camera. 1 camera to rear of vehicle, 1 camera to hopper area. Cameras may share a single monitor. Provide all necessary controllers, cable, radar sensors, etc. for a fully functioning system.
2. Camera mounted in hopper area of packer; may share monitor with rear view camera.
3. A tool box/storage bin approximately 38" x 18" x 18" shall be provided and mounted under body on driver side of frame.
4. Body sideboard signs, "CITY OF WINTER HAVEN", black with white backing for cut-outs.

HEAVY DUTY CAB AND CHASSIS

TO MOUNT FRONT LOADING REFUSE PACKER

It is the intent of these specifications to describe the minimum requirements for a high-compaction front loading refuse packer.

It is required that the unit, as specified herein, shall be completely assembled and adjusted and that all equipment, both standard and optional, be installed and the unit made ready for continuous operation.

The bidder shall represent by his bid that all equipment is new and unused, and of the latest design and model year. All equipment must comply with ANSI 2245.1 safety standard in its latest revision.

Cab and chassis shall be Autocar ACX64 cab over engine design with the following characteristics:

VEHICLE CHARACTERISTICS

Bid specifications of vehicle desired by City:
(Indicate and explain any exceptions)

1. **CAB TO AXLE:** To comply with body.
2. **ENGINE:** Cummins turbo charged diesel, minimum 320 HP, 1150 Ft. Lbs. torque. Engine shall be US emission compliant for vehicle year.
3. **TRANSMISSION:** HD4500 series 6-speed Allison automatic with Transynd synthetic fluid.
4. **FRONT SPRINGS:** Minimum 22,000 pound.
5. **FRONT AXLE:** Minimum 20,000 pound.
6. **FRONT TIRES AND WHEELS:** 425/65R22.5 tubeless, 20PR on steel disc wheel.
7. **STEERING:** Power gear driven.
8. **REAR AXLES:** 46,000 pound; Meritor RT-46 equal with ratio for 65 MPH road speed.

9. **REAR SUSPENSION:** 46,000# full articulation Hendrickson HMX-460 or equal. Differential to be equipped with 4-wheel lock for off-road traction.
10. **REAR TIRES AND WHEELS:** 11R22.5 tubeless 16PR on steel disc wheels.

11. **FRAME:** Minimum 3,000,000 RBM, 30.0 SM with 1/4" full liner, tow hooks front and rear.

12. **ELECTRICAL:** Minimum 100 AMP alternator with H.D. maintenance free batteries - 12 volt system.

13. **FUEL TANK:** Minimum 70 gallon.

14. **COOLING SYSTEM:** Maximum capacity H.D. cooling.

15. **BRAKES:** Air operated Meritor S-cam Refuse Special QP brakes front and rear; with automatic slack adjusters and air operated parking brake. Front brakes to be 16.5 x 7; rear brakes to be 16.5 x 8.62. Both front and rear to have outboard mounted drums (drums may be removed without removing hubs).

16. **AIR COMPRESSOR:** Minimum 18 CFM engine oil and engine cooling.

17. **AIR TANKS:** Tanks to be mounted inside frame rails to allow for maximum ground clearance. System to include an air dryer and easily accessible drain on the wet tank.

DRIVE LINE: 1810 Spicer universal joints, main shaft; 1710 inter-axle shaft.

19. **CAB:** Forward tilt, low cab over engine, two man.
 - A. Maximum noise level insulation. Interior sound level not to exceed 85 dB.
 - B. Air ride deluxe driver seat, standard rider seat.
 - C. Tinted safety glass all around, with largest available rear window.
 - D. AM-FM radio.
 - E. Air conditioning.

- F. Instrument cluster engine gauge package with hour meter. If electronic Smart Gauge type instrumentation is used the control module is to be mounted and sealed in such a way as to protect it from the elements.
 - G. West Coast mirrors, and dual wide-angle 8" convex mirrors, one above and one below, both sides. All mirrors and mirror brackets to be stainless steel, collapsible and power adjustable.
 - H. Reinforced cab with anti-skid roof and windshield guard.
 - I. Engine shut-down system for low water, low oil, high engine, and high transmission temperature.
 - J. Electric horn and air horn, under cab mount.
 - K. Circuit breaker utilized where possible.
 - L. Back-up alarm and lights.
 - M. Fire extinguisher and bracket mounted in a convenient location.
 - N. Glove / storage box.
 - O. Low mount visibility window in R/H door.
 - P. Body builder's junction box for electrical hook up.
20. **ENGINE EXHAUST:** Vertical with rain cap.
21. **BUMPER-FRONT:** Steel with front tow pins. Extended with all necessary equipment for front mount hydraulic pump.
22. **PAINT COLOR:** DOT Hi-Way Yellow (DuPont Imron 5000 code N2947 or equal) cab. Frame and under carriage to be painted black. Steel disk wheels to be white. All paint to be High-Gloss Polyurethane. Cab and body paint **MUST** match, type and color.
23. **ALL OTHER STANDARD EQUIPMENT:** All equipment and accessories normally included as standard on cab & chassis bid.

24. **WARRANTY:**
Minimum two year cab and chassis
5 year Cummins engine warranty
5 year injector and turbo warranty
5 year Allison transmission warranty.

25. **SERVICE:** Vendor to have an established service and parts supply facility within a 150-mile radius of the City of Winter Haven.

26. **MANUALS:** One each, parts, service and operators.

27. **ADDITIONAL:** It is the responsibility of the Vendor to perform all title and tag work.

It will be the responsibility of the Cab & Chassis vendor to deliver the cab & chassis to the body vendor's place of business for mounting of the packer body and its components. The body vendor will then deliver the completed cab, chassis and body to the cab & chassis vendor place of business for its normal pre- delivery inspection. A completed, and ready to work front-loading refuse packer will then be delivered to the City of Winter Haven Fleet Maintenance yard.

CITY OF WINTER HAVEN - TERMS AND CONDITIONS - GENERAL PROVISION CLAUSES - 03.03.11

1. GENERAL CONDITIONS:

Bidders are required to submit their proposals subject to and upon the following express conditions:

- A. Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents, visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- B. These Terms and Conditions and any contract documents related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- C. It shall be understood and agreed that by the submission of a proposal, the Bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- D. It is the intent of the City of Winter Haven that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Services Division at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this Invitation to Bid to a single source. Such notification must be received in writing by the Procurement Services Division not later than ten (10) days prior to the bid opening date.
- E. Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the Bid. The City may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- F. Bidder/Contractor shall hold harmless, indemnify, and defend the City, its officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, cost or expense of whatever kind (including, but not by way of limitation, attorney's fees and court costs) arising out of or incidental to Bidder/Contractor's performance of this contract. Other specific references to the Bidder/Contractor's duty to indemnify and hold harmless the City, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section.
- G. The City shall be entitled to rely on the written representations of the Bidder. No claims shall be paid by the City unless in writing and approved by the City. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the City.

2. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- A. The term "CITY" shall mean the City of Winter Haven, Florida or its authorized representative.
- B. The term "CONTRACT DOCUMENTS" shall mean the Invitation to Bid, Terms and Conditions, Construction Agreement, Contract Bond, Special Provisions, Specifications, Technical Specifications, Proposal and Bid Form, Engineering Plans or Drawings prepared for this project, Addenda issued during the bidding period, and Change Orders issued after the Contract is let.
- C. The term "BIDDER" shall mean the person, firm or corporation who proposes to furnish the labor, materials, plant, equipment, plans and supervision to complete the project.
- D. The term "CONTRACTOR" shall mean the successful bidder who enters into a Contract with the City to complete the project.
- E. The term "SUB-CONTRACTOR" shall mean an individual, firm, company, corporation, association, society or group which enters into a contract with the Contractor to do a portion of the work on this project.
- F. The term "CONTRACT" shall mean the Contract executed by the City and the Contractor, and shall include all

Contract Documents.

3. **INTERPRETATIONS OR ADDENDA: Products/Services-**

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof--to include any error, omission, discrepancy or vagueness. Every request for such an interpretation shall be made in writing to the City Procurement Services Manager. Any inquiry received a reasonable amount of time prior to the date fixed for opening of Bids will be given consideration. Where necessary, interpretations made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the City Procurement Services Manager for a reasonable period of time at the discretion of the City before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents. The City shall not be responsible for the safe delivery of the Addenda. It shall be the Bidders' responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether received or not.

4. **MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:**

Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with their proposal descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The bidder shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the City.

Alternate bids will not be considered unless alternate bids are specifically required by the technical specifications. (For purposes of these Terms and Conditions, Alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the Invitation to Bid.)

5. **SAMPLES:**

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Bidder's expense. Each individual sample must be labeled with Bidder's name, manufacturer's name brand name and number, bid number and item reference. Unsuccessful Bidders can reclaim samples upon payment of postage, delivery, or pick-up charges, if any. Successful Bidder's samples shall remain with the City until performance under the contract has been completed. If forwarding instructions, or pick-up, is not made by Bidder within ninety (90) days of the bid opening, the commodities shall be disposed of by the City.

6. **BID PROTEST:**

Any bidder(s) wanting to file a bid protest with respect to a recommended award of any formal bid shall do so by filing a written protest detailing their specific complaints. The written protest must be in the possession of the City Procurement Services Office within seven (7) calendar days after the website posting/email notification of the recommendation of award. A copy of the recommendation of award will be posted with the "expired postings" bid documents at:

<http://www.egovlink.com/winterhaven/postings.asp?listtype=BID> A notification will be emailed to everyone that is signed up for that particular BID POSTINGS (bid list). **NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF WINTER HAVEN, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.**

7. **PROPOSALS**

The Bid must contain a manual signature of an authorized representative of Bidder in the space provided on the proposal form.

Each Bidder shall be responsible for the accuracy of his proposal. Bidders cannot obtain relief by pleading that it made an error in its bid.

Bid and a non-collusion affidavit shall be submitted on forms furnished by the City and completed by the Bidder without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form shall be rejected. Bids must be typed or printed in ink. All corrections made by Bidder to their bid must be initialed. Each Bidder shall deliver its sealed

proposal to the Procurement Services Division office at the location specified on the Invitation To Bid, in an envelope bearing the name of the Bidder, the name of the bid and the time and date of the bid opening. It is the Bidder's responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth herein, may not be considered. **The official time shall be the time that is displayed on the Procurement Services Managers' wall telephone.** The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.

Telegraph, telephone, or facsimile (FAX) bids will not be considered. Bids, however, may be modified, in writing, provided such modification is received by the Procurement Services Division prior to the time and date set for the bid opening. Each Bidder shall be solely responsible for the costs associated with preparation and submittal of its bid.

BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING WILL NOT BE CONSIDERED.

8. PRICES, TERMS, AND PAYMENT:

Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the City.

A. Taxes: (For purchase of products only)

Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.

B. Discounts:

Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) days for payment.

C. Mistakes; Inaccuracies; Incomplete Information:

Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

In the procurement of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern. The City shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

The City reserves the right to contact bidders, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the City reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the City that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

D. Safety Standards:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to the Occupational Safety and Health Act and regulations or standards thereunder.

E. Invoicing and Payment:

The Contractor shall be paid upon submission of proper invoices to the City at the prices stipulated in the contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) calendar days after approval of invoice by ordering department and the Finance Department of the City. If a cash discount is taken by the City on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) days. Contractor(s) shall include the purchase order number on invoices for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event the successful bidder submits an invoice with an

overcharge, a credit memo must be submitted by the bidder to correct such overcharge. Any applicable discounts that apply as a result of this contract will be taken even though the allowable time has lapsed due to the time awaiting credit memorandums.

9. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw its proposal prior to the time fixed for the bid opening, if proper written notification is received by the Procurement Services Division prior to the time fixed for the bid opening. A bidder may also withdraw its proposal if the City does not accept it within ninety (90) calendar days after the date fixed for the bid opening after proper written notification is received by the Procurement Services Division. Notwithstanding any withdrawal, all bid documents received by the City shall remain the property of the City of Winter Haven.

10. **NONCOLLUSION AGREEMENT:**

Each Bidder submitting a bid for any project on which bidding is based, shall execute and submit with its bid a noncollusion affidavit which states that it has not entered into a collusive agreement with any other person, firm or corporation in regard to any bid submitted.

11. **REJECTION OF BIDS:**

The City may reject a bid if:

- A. The Bidder mis-states or conceals any material fact in the bid, or if,
- B. The bid does not strictly conform to the law or the requirements (including the terms and conditions set forth herein) of the bid, or if,
- C. The Bidder's bid is submitted in a manner to limit competition.

The City may, however, for any reason, reject any or all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as "All or None" as provided in Section 12 below. The City may also waive any minor informalities, irregularities or technicalities in any bid.

12. **STATEMENT OF BIDDER'S QUALIFICATIONS:**

Each bidder shall, upon request of the City, submit a statement of the Bidder's qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Agreement, its organization and equipment available for the work contemplated, and, when specifically requested by the City, appropriate financial information which would assist in determining bidders ability and solvency to perform work contemplated by the Agreement. The Bidder may also be requested to furnish references which the City may use to verify claims of competency. The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract; and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

13. **AWARD OF CONTRACT:**

If any Contract is awarded, it will be awarded to the lowest responsive and responsible Bidder whose bid is the most advantageous to the City, price and other factors considered, to include delivery date promised, past performance history, and any other factor which the City may deem necessary.

The City reserves the right to award contract(s) to more than one Bidder, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the City's best interest.

The Bidder may qualify its bid for acceptance by the City on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Bidders are hereby notified that a bid submitted on a "All or None" basis is at risk for rejection in instances where the City may deem it necessary to split or divide a project as set forth herein. Bidders shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.

A Written award of acceptance or a signed Purchase Order mailed or otherwise furnished to the successful Bidder results in a binding contract without further action by either party. The signed Purchase Order authorizes the Bidder to submit the product(s).

LOCAL PREFERENCE ORDINANCE

THE CITY OF WINTER HAVEN, FLORIDA HAS ENACTED ORDINANCE NO. O-10-17, RELATING TO A POLICY OF LOCAL PREFERENCE IN CONJUNCTION WITH THE PURCHASE OF GOODS AND SERVICES;

Where competitive bids are received for the purchase, or contract for, personal property or contractual service, the city commission, city manager or purchasing agent may give local preference to local vendors as defined herein and shall implement such policy in the following manner:

Except as exempted in the ordinance, local vendors, defined as any business having a physical location within the City of Winter Haven's utility service area at which employees are located and from which business is regularly transacted, shall be given preference in the procurement of goods and services when bids are sought as follows:

When bids are received and the lowest bid price does not exceed \$15,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 6% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

When bids are received and the lowest bid price does not exceed \$25,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 5% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

When bids are received and the lowest bid price does not exceed \$50,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 4% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

When bids are received and the lowest bid price does not exceed \$150,000.00 and the vendor offering the low bid is located outside the City limits of Winter Haven, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 3% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

When bids are received and the lowest bid price does not exceed \$250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 2% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

When bids are received and the lowest bid price exceeds \$250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 1% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City.

The provisions of this ordinance shall not apply to the procurement of goods and services by the City of Winter Haven involving the following entities and/or situations as follows:

1. Purchase and or sale of real property,
2. Bids for contracts that are being funded by an outside source or agency that does not allow for a local preference, or that stipulates the award criteria,
3. Proposals related to Florida Statute 287.055 (Consultants Competitive Negotiation Act).
4. The purchase of personal property to the extent governed by Florida Statute 287.084.
5. Any other purchases that are determined by the City to be exempt from the local preference policy established herein.

14. **PERFORMANCE:**

Contractor shall keep the Procurement Services Manager advised at all times of status of order. Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the City to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice, and to purchase supplies/services elsewhere, and charge full increase of cost and handling to defaulting Contractor.

The Contract shall not be terminated nor the Contractor charged with liquidated damages (if otherwise provided for in the contract documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the City, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the City, in writing, of the cause for the delay. If, in the opinion of the City, the failure of Contractor to perform the conditions of this contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.

The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of said contingent work as an excuse for delay in its work or for the non-performance thereof.

15. **SERVICE AND WARRANTY:**

Unless otherwise specified, the Bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

16. **INSPECTION, ACCEPTANCE AND TITLE:**

Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency.

17. **GOVERNMENTAL RESTRICTIONS:**

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the contractor to notify the Procurement Services Division immediately after learning of such restriction, including indicating in writing the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

18. **PRICE AND ADJUSTMENTS:**

Any price decrease effectuated during the Contract period, either by reason of market change or on the part of the Contractor to other customers, shall be passed on to the City.

19. **EQUAL EMPLOYMENT OPPORTUNITY:**

No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City, it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the City may thereafter require to assure compliance.

20. **OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):**

In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this bid, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: City of Winter Haven, Human Resources Division, P.O. Box 2277, Winter Haven, Florida 33883-2277.

The MSDS shall be maintained by the City and must include the following information:

- A. The Division/Department to which the material was shipped.
- B. The chemical name and the common name of the toxic substance.
- C. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosivity, and reactivity;
 - 2. The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
 - 3. The primary routes of entry and symptoms of overexposure.
- D. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- E. The emergency procedures for spills, fire, disposal, and first aid.
- F. A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
- G. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

21. **TIE BIDS:**

Whenever two or more bids which are equal with respect to price, quality, and service are received, preference will be given in the award process to the bidder, that certifies it has implemented a drug-free work place program in accordance with Florida Statutes 287.087. The necessary certification form (DFW-1) is available from the City of Winter Haven - Procurement Services Office, Post Office Box 2277, Winter Haven, Florida 33883 (863.291.5664).

22. **GOVERNING LAW:**

Any contract entered into pursuant to this bid shall be construed in accordance with the Laws of the State of Florida. Venue for any action or proceeding shall be in the Courts of Polk County, Florida.

NOTICE

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

CERTIFICATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on , or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DATE

NAME OF FIRM

TELEPHONE NUMBER

STREET ADDRESS

VENDOR'S SIGNATURE

CITY STATE ZIP

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

Name

(1) He is _____ of _____, the
Title Company
Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

(4) Neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of it's agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____
Name

(Title)

Subscribed and sworn to before me this _____ day of _____, 200__

Signature

(Title)

My commission expires _____

A. The following Proposal is hereby made to the City of Winter Haven, Florida, hereinafter called the CITY. Proposal is submitted by:

(Company)

B. The undersigned, as Bidder, hereby proposes and offers to sell to the CITY, the following:

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	1 ea	FRONT LOADER REFUSE PACKER	_____	_____

C. The undersigned agrees to deliver the above noted products, F.O.B., Winter Haven, Florida, within _____ () working days after receipt of contract award in accordance with the Invitation To Bid, Specification, and Terms and Conditions attached hereto and made a part hereof as if fully set forth herein, dated April 1, 2011.

E. The undersigned acknowledges receipt of the following addenda which are a part of the Invitation To Bid:

Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____

 Date Name of Company

 Bidder's Signature Address (Mailing)

 Name/Title City State Zip

 Federal Employer I.D. # (FEID) Telephone Number

 Email Address Fax Number