



BID REQUEST

**PURCHASE OF ONE TUB GRINDER**

Bid # 2022-14

BID DUE DATE: Tuesday, October 19, 2021

DUE TIME: 3:00 P.M., C.S.T.

**DEPARTMENT OF SOLID WASTE MANAGEMENT**

**8601 N. Jasman Rd • P.O. Box 1079 • Edinburg, Texas 78540**

**Phone (956) 381-5635 • Fax (956) 292-2064**



## 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 **Tuesday, October 19, 2021**, 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. 2022-14 PURCHASE OF ONE TUB GRINDER**

**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) 388-1895 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 **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.**

# **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 ONE TUB GRINDER** 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.

### **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.

**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, 956-418-1895) 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. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. 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 ONE TUB GRINDER** 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".

## **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.

### **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.

**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.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$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.

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.

## HOUSE BILL 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_, (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

*Pursuant to Section 2270.001, Texas Government Code:*

*1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

*2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

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\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE:

\_\_\_\_\_  
TYPE/PRINT NAME AND TITLE:

\_\_\_\_\_  
DATE:

## **CONFLICT OF INTEREST**

### **DISCLOSURE**

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?
- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?
- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is

raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- \* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- \* Texas Local Government Code Chapter 171.004
- \* City of Edinburg Policies & Procurement Manual

**Certification:**

I, the undersigned, certify and report that to the best of my knowledge,

☐ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

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Date:

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Printed Name and Title:

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Company/Vendor Name:

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Authorized Signatory:

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**CITY OF EDINBURG  
BID FORM FOR  
PURCHASE OF ONE TUB GRINDER**

**BID NO. 2022 -14** \_\_\_\_\_

**BID OPENING DATE:** Tuesday, October 19, 2022 at 3:00 p.m.

I/We submit the following bid in **ORIGINAL FORM** for **PURCHASE OF ONE TUB GRINDER** according to City of Edinburg requirements, less tax:

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

<b><u>CHECK ONE</u></b>			
<input type="checkbox"/> <b>BUYBOARD</b>	<input type="checkbox"/> <b>H-GAC</b>	<input type="checkbox"/> <b>TXMAS</b>	<input type="checkbox"/> <b>DEALER/LOCAL</b>
<input type="checkbox"/> <b>TX DIR</b>	<input type="checkbox"/> <b>TFC</b>	<input type="checkbox"/> <b>OTHER</b> _____	
<b>Specify</b>			
CONTRACT NUMBER: _____		COMMODITY NUMBER: _____	
(if applicable)		(if applicable)	

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
PURCHASE OF ONE TUB GRINDER**

**BID NO. 2022 -14** \_\_\_\_\_

**BID OPENING DATE: Tuesday, October 19, 2021 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 contract for the below mentioned **PURCHASE OF ONE TUB GRINDER.**

**GENERAL REQUIREMENTS AND AGREEMENT FOR THE PURCHASE OF ONE TUB GRINDER:**

**You are invited to submit a sealed bid for the PURCHASE OF ONE TUB GRINDER as requested by the City of Edinburg Department of Solid Waste Management. NO ALTERNATE BIDS OR PARTIAL TIME FRAME BIDS will be accepted unless requested by the City.**

<b>INSTRUCTIONS</b>	<b>INITIAL</b>
The specifications herein describe the minimum acceptable features, colors and performance requirements for a tub grinder the City of Edinburg will purchase for its citizens. Bidders are to have thoroughly read and understood these specifications prior to bid submission.	
	<b>INITIAL</b>
All bids must be submitted on the City's form provided. Bidders shall complete the yes/no/exception column. The proposed yes/no/exception is to indicate that they are able to perform or provide the service or item as specified. <b>If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.</b> The City of Edinburg Dept. of Solid Waste Management manages a uniform and standardized inventory which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b>all variations and/or exceptions must be documented</b> , referencing applicable paragraph(s), and explained in detail on a separate page titled <b><u>"Exceptions"</u></b> . 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 <b><u>exceptions</u></b> 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 <b><u>acceptable</u></b> . 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.	
	<b>INITIAL</b>
<b>The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids.</b> 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. Pricing must be firm and held for the contract term <b>by signing the Bid; the bidder agrees that he had read and understood the instruction to bidders and thereby agrees to all of the specifications and stipulations as listed.</b>	

1. GENERAL CONFIGURATION	YES	NO	Exception
THE MACHINE TO BE QUOTED MUST BE A DIESEL POWERED, HEAVY DUTY, COMMERCIAL TUB GRINDER CONSISTING OF A HAMMER MILL AND ROTATING TUB INTEGRATED INTO ONE COMPLETE FIFTH WHEEL PORTABLE UNIT. THE GRINDER MUST BE SPECIFICALLY DESIGNED AS A WOOD AND SCRAP TIRE WASTE GRINDER.			
THE MACHINE MUST BE AN ESTABLISHED PRODUCTION MODEL WITH FEATURES THAT ARE PROVEN EFFECTIVE EXCLUDING POSSIBLE NEW EMISSIONS AND OTHER PROGRESSIVE COMPONENT ADVANCEMENTS. THE BASE PRODUCTION MODEL MUST HAVE NO LESS THAN 5 UNITS ALREADY PROVEN SUCCESSFUL IN OPERATION WITH END USERS. THE FIRST UNIT OF THE BASE PRODUCTION MODEL MUST HAVE BEEN PUT INTO OPERATION NO LESS THAN 5 YEARS PRIOR TO DATE OF BID.			
THE UNIT MUST BE FULLY ASSEMBLED, TESTED, AND READY TO USE WHEN IT IS DELIVERED.			
THE GRINDER SUBMITTED FOR BID MUST HAVE ALL SAFETY FEATURES REQUIRED BY LAW.			
<p>THE GRINDER MUST INCLUDE A HAMMER MILL AND ROTATING TUB MOUNTED ON A FIFTH WHEEL TOWABLE FRAME. IT SHALL ALSO BE EQUIPPED WITH AN ANTI-THEFT &amp; VANDALISM PACKAGE FOR ALL DOORS AND INSPECTION COVERS. THE PROTECTION GROUP SHALL INCLUDE AS A MINIMUM THE FOLLOWING.</p> <ol style="list-style-type: none"> <li>1. LOCKING FILLER CAPS FOR THE FUEL AND OIL RESERVOIR TANKS</li> <li>2. LOCKABLE MAIN ENGINE COMPARTMENT</li> <li>3. LOCKABLE AUXILIARY ENGINE COMPARTMENT</li> <li>4. LOCKABLE BATTERY ENCLOSURE IF THE BATTERIES ARE NOT STORED WITHIN AN ALREADY SECURE LOCATION</li> <li>5. LOCKABLE STORAGE COMPARTMENT</li> <li>6. LOCKABLE MACHINE CONTROL ENCLOSURE</li> </ol> <p>ALL LOCKS MUST BE KEYED ALIKE. IF PADLOCKS ARE USED, FURNISHED QUALITY MUST BE GREATER THAN OR EQUAL TO MASTER LOCK #3.</p>			

2. ENGINE	YES	NO	Exception
THE GRINDER'S MAIN ENGINE MUST BE A CATERPILLAR C-32 ELECTRONIC DIESEL ENGINE WITH A MINIMUM INTERMITTENT FLYWHEEL HORSEPOWER OF 1,000 HP AT 1,800 RPM. CATERPILLAR IND-B RATING TIME AT FULL LOAD NOT TO EXCEED 80% TO PROVIDE ENGINE LONGEVITY AND PROTECT CATERPILLAR ENGINE WARRANTY.			
THE ENGINE MUST MEET TIER 4 EMISSIONS AND SHALL MEET CURRENT YEAR FEDERAL AIR QUALITY STANDARDS.			
THE MACHINE'S MAIN ENGINE MUST BE EQUIPPED WITH A CATERPILLAR 370-2850 RADIATOR SIZED AND APPLIED BY CATERPILLAR FOR THE ENGINE WITH A MINIMUM ANTI-FREEZE PROTECTION TO -20 DEGREES FAHRENHEIT.			
<p>THE ENGINE INTAKE AIR MUST BE FILTERED BY A MINIMUM OF TWO DRY TYPE AIR CLEANERS WITH CENTRIFUGAL PRE-CLEANERS. THE AIR CLEANERS MUST BE PROPERLY SIZED FOR THE ENGINE. THE MAIN ENGINE INTAKE AIR MUST BE DUCTED FROM AN INLET MOUNTED IN FRONT OF THE MAIN ENGINE RADIATOR.</p> <p>THE MAIN ENGINE AIR INLET MUST BE HOUSED INSIDE OF AN ENCLOSURE MOUNTED IN FRONT OF THE RADIATOR AND CONSTRUCTED OF A TUBULAR STEEL FRAME, SLOPED SHEET METAL TOP, AND PERFORATED METAL SIDES. PERFORATED ENCLOSURE SIDE PANELS MUST INCLUDE A MINIMUM OF 125 SQUARE FEET OF SCREENING AREA WITH A MAXIMUM PERFORATION HOLE DIAMETER OF 3/32". THE OPEN PERFORATION AREA MUST PROVIDE ADEQUATE AIR TO THE RADIATOR AND ENGINE AIR INTAKE WHILE PRE-CLEANING THE AIR ENTERING THE RADIATOR AND ENGINE AIR INTAKE.</p>			
THE ENGINE MUST BE EQUIPPED WITH AN AUTOMATIC SHUTDOWN SYSTEM FOR SITUATIONS INVOLVING HIGH COOLANT TEMPERATURE, LOW COOLANT LEVEL, AND LOW ENGINE OIL PRESSURE.			
THE PERFORMANCE OF THE ENGINE MUST BE ABLE TO BE MONITORED BY GAUGES INCLUDING TACHOMETER, HOUR METER, AMMETER, WATER TEMPERATURE, AND OIL PRESSURE.			
THE ENGINE IS TO BE FULLY PROTECTED IN AN ENCLOSURE WITH A SHEET METAL TOP AND VENTED SIDE PANELS TO PROTECT THE ENGINE FROM DEBRIS AND VANDALISM.			



3. MILL DRIVE SYSTEM	YES	NO	Exception
<p>THE HAMMER MILL SHALL BE DRIVEN OFF OF THE MAIN ENGINE WITH A TWIN DISC 21" TYPE 8 TORQUE CONVERTER DRIVE OR EQUIVALENT CAPABLE OF MULTIPLYING ENGINE TORQUE. THE DRIVE SYSTEM MUST PROVIDE LOAD SENSING, AUTOMATIC THROTTLE UP AND DOWN CONTROL TO LIMIT HIGH R.P.M. OPERATION OF THE ENGINE TO ONLY TIMES WHEN A LOAD IS PRESENT. THE TORQUE CONVERTER MUST DIRECT DRIVE THE MILL WITH A HEAVY-DUTY DRIVELINE. THE DRIVELINE MUST MEET OR EXCEED THE SPECIFICATIONS OF A SPICER 11C DRIVELINE. NO V BELTS, GEARBOX SPEED REDUCERS, DRY CLUTCHES, OR FRICTION TYPE TORQUE LIMITERS ARE ALLOWED IN THE HAMMER MILL DRIVE SYSTEM.</p>			
4. HAMMER MILL ASSEMBLY	YES	NO	Exception
<p>THE HAMMER MILL OPENING SHALL BE A MINIMUM OF 36" X 64". THE MILL MUST HAVE A MAIN SHAFT DIAMETER OF NO LESS THAN 7-3/4" WITH A MINIMUM BEARING SIZE OF 5-7/16". THE OVERALL SWING DIAMETER OF THE MILL ASSEMBLY MUST BE A MINIMUM OF 38". THE MILL MUST COME EQUIPPED WITH A MINIMUM OF 26 BOLT-ON TIP STYLE HAMMERS INSTALLED WITH TIPS. A MINIMUM OF 4 HAMMERS AND 26 TIPS WITH HARDWARE MUST BE SUPPLIED AS SPARES. ALL HAMMERS MUST HAVE HARD SURFACE WELDING APPLIED FOR WEAR RESISTANCE. EACH HAMMER MUST WEIGH A MINIMUM OF 70 POUNDS. THE HAMMER RODS MUST HAVE A MINIMUM DIAMETER OF 3" AND BE CONSTRUCTED OF HEAT-TREATED 4140 STEEL OR EQUIVALENT. THE MACHINE MUST COME EQUIPPED WITH A HYDRAULIC ROD PULLER. 4 SCREENS ARE TO BE SUPPLIED WITH CUTOUTS MATCHING THE PURCHASING REPRESENTATIVE'S CHOICE OF SIZE AND GEOMETRY. THE SCREENS MUST BE A MINIMUM OF 1" THICK CONSTRUCTED OF WEAR AND IMPACT RESISTANT MATERIAL. THE SCREEN AREA MUST BE A MINIMUM OF 4420 SQUARE INCHES. THE SHEAR BARS MUST TILT UP WITH THE TUB FLOOR FOR QUICK ACCESS TO SCREEN REMOVAL FROM BOTH SIDES OF THE MILL. THE MILL MUST HAVE A MAXIMUM NO LOAD SPEED OF 1,400 RPM.</p>			

5. TUB ASSEMBLY	YES	NO	Exception
<p>THE GRINDER MUST BE EQUIPPED WITH A ROTATING TUB ASSEMBLY WITH INTERNAL FINS TO FEED THE HAMMER MILL. THE MINIMUM TOP DIAMETER OF THE TUB SHALL BE NO LESS THAN 15' WITH FOLD IN SIDE SECTIONS ALLOWING A TRANSPORT WIDTH OF NO MORE THAN 11'-11". THE MINIMUM TUB BOTTOM OUTSIDE DIAMETER IS TO BE 10'-6", AND THE MINIMUM DEPTH OF THE TUB IS TO BE 69". THE TUB SHALL BE SUPPORTED BY A MINIMUM OF EIGHT 10" MINIMUM DIAMETER POLYMER SUPPORT ROLLERS. THE TUB SHALL BE HELD CONCENTRIC WITH A MINIMUM OF TEN 8" MINIMUM DIAMETER POLYMER GUIDE ROLLERS. THE TUB SHALL BE CAPABLE OF TURNING BOTH FORWARD AND REVERSE WITH INFINITELY VARIABLE SPEED ADJUSTMENT CONTROLLABLE FROM THE REMOTE CONTROL AND THE MAIN CONTROL PANEL. THE TUB IS TO BE EQUIPPED WITH A HYDRAULIC DEVICE TO LOCK THE TUB FLOOR IN THE DOWN POSITION. THE TUB AND FLOOR ASSEMBLY MUST BE ABLE TO HYDRAULICALLY TILT GREATER THAN 90 DEGREES FOR CLEAN OUT AND ACCESS TO THE MILL. THE TUB MUST BE ABLE TO TURN FORWARD AND REVERSE WHILE TILTED WITHOUT POWER FROM THE MAIN ENGINE TO ALLOW SAFE AND COMPLETE TUB CLEAN OUT. THE TUB WALLS AND CONE PANELS MUST BE CONSTRUCTED OF STEEL MATERIAL NO LESS THAN 3/8" THICK. THE TUB MUST BE EQUIPPED WITH A CONTINUOUS TUB DRIVE SPROCKET AROUND THE FULL CIRCUMFERENCE OF THE TUB FOR SMOOTH OPERATION AND UTILIZE A TUB DRIVE CHAIN GREATER THAN OR EQUAL TO A JEFFREY JS3075 CHAIN. THE TUB IS TO BE DRIVEN BY A HYDRAULIC TWO-SPEED (HI/LOW) MOTOR. THE TUB DRIVE MUST BE COMPLETE WITH A CHAIN TENSIONING PROVISION. THE CHAIN, TUB SPROCKET, TUB DRIVE ASSEMBLY, AND TUB ROLLERS ARE TO BE FULLY GUARDED. THE TUB FLOOR MUST BE CONSTRUCTED OF A STEEL TUBE STRUCTURE, AND THE DECK MUST BE MADE FROM A MINIMUM OF 1/2" ABRASION RESISTANT STEEL.</p>			

6. DISCHARGE CONVEYOR	YES	NO	Exception
<p>THE PROCESSED MATERIAL IS TO BE TRANSFERRED TO A RADIAL-STACKING ELEVATOR BY MEANS OF A BELT CONVEYOR WITH A MINIMUM WIDTH OF 48". NO AUGER ASSEMBLIES ARE ALLOWED. THE BELT IS TO BE SPLICED THROUGH HOT VULCANIZING. NO METAL LACING IS ALLOWED ON THE CONVEYOR BELT. THE CONVEYOR IS TO BE REVERSIBLE FOR CLEAN OUT THROUGH A FRONT, HINGED DOOR. THE CONVEYOR IS TO HAVE A MINIMUM OF 3/8" THICK, T1 MATERIAL IMPACT PLATE UNDER THE MILL AREA. TROUGHING ROLLERS AND IDLERS ARE TO BE USED TO CENTER THE MATERIAL ON THE BELT AND INCREASE BELT LIFE. NO SLIDER CONVEYORS ARE ALLOWED. THE CONVEYOR MUST BE HYDRAULICALLY DRIVEN. THE CONVEYOR DRIVE PULLEY IS TO BE A MINIMUM OF 10" IN DIAMETER WITH HOLTZ STYLE RUBBER LAGGING. THE TAKE UP PULLEY IS TO BE A MINIMUM OF 10" IN DIAMETER AND IS TO BE SELF-CLEANING. PULLEYS MUST BE KEYED TO THE SHAFT USING A TAPER LOCK STYLE BUSHING. THE UNDER TUB CONVEYOR MUST INCLUDE PROVISIONS TO ADJUST THE SPEED OF THE BELT UP TO A MINIMUM OF 800 FEET PER MINUTE.</p>			
7. RADIAL STACKING ELEVATOR	YES	NO	Exception
<p>THE MACHINE IS TO INCLUDE A REAR-MOUNTED BELT ELEVATOR CAPABLE OF SWINGING SIDE-TO-SIDE WITHIN A MINIMUM OF 60 DEGREES. THE SIDE-TO-SIDE MOTION IS TO BE HYDRAULIC AND CONTROLLED FROM BOTH THE MACHINE'S MOUNTED CONTROLS AND THE MACHINE'S REMOTE CONTROL. THE ELEVATOR MUST RAISE, LOWER, AND FOLD FOR TRANSPORT HYDRAULICALLY. THE ELEVATOR'S BELT MUST BE A MINIMUM OF 42" WIDE WITH A HOT-VULCANIZED SPLICE. NO METAL LACING IS ALLOWED ON THE BELT. THE ELEVATOR MUST BE A MINIMUM OF 28' LONG. THE ELEVATOR MUST BE HYDRAULICALLY DRIVEN. THE ELEVATOR IS TO COME EQUIPPED WITH A MAGNETIC HEAD PULLEY AND ALUMINUM CHUTE FOR METAL EXTRACTION. THE MAGNETIC PULLEY AND TAKE-UP PULLEY ARE TO BE A MINIMUM OF 10" IN DIAMETER. THE TAKE-UP PULLEY IS TO BE SELF-CLEANING. THE STACKING ELEVATOR IS TO HAVE TROUGHING ROLLERS. NO SLIDER CONVEYORS ARE ALLOWED.</p>			

8. MAIN GRINDER FRAME & TRAILER	YES	NO	Exception
<p>THE TRANSPORT TRAILER SHALL HAVE A FIFTH WHEEL HITCH AND A TRI-AXLE SUSPENSION CAPABLE OF A MAXIMUM OF 22,500 POUNDS PER AXLE. THE AXLES SHALL BE EQUIPPED WITH DUAL WHEELS AND TIRES MOUNTED ON BOTH SIDES OF ALL AXLES. THE TIRES MUST BE A MINIMUM OF 275/70R X 22.5, 16 PLY. THE WHEELS AND TIRES ARE TO BE COVERED BY A COMPLETE FENDER ASSEMBLY WITH MUD FLAPS. THE FENDERS ARE TO BE SLOPED IN SUCH A WAY AS TO ALLOW DEBRIS TO SLIDE OFF OF THE MACHINE. THE MACHINE SHALL BE EQUIPPED WITH AIR BRAKES &amp; TRANSPORT LIGHTING. THE TRAILER SHALL COME EQUIPPED WITH A REMOVABLE METAL “OVER-SIZED LOAD” SIGN MOUNTED TO THE REAR OF THE MACHINE COMPLETE WITH APPROVED STROBE LIGHT. THE TRANSPORT TRAILER SHALL BE EQUIPPED WITH A MINIMUM OF 2 HYDRAULIC DOWN RIGGERS CAPABLE OF LIFTING AND HOLDING THE FRONT OF THE MACHINE. THE TRAILER MUST BE EQUIPPED WITH A MINIMUM OF 1 LOCKABLE TOOL BOX 16” X 48” MINIMUM. THE TRAILER MUST BE EQUIPPED WITH ADDITIONAL STORAGE CAPABLE OF STORING A MINIMUM OF 4 SPARE SCREENS AND 2 SPARE HAMMER RODS. THE TRAILER MUST HAVE ACCESS STAIRS ON BOTH SIDES OF THE MACHINE FOR EASY ACCESS.</p>			
9. ELECTRONICS	YES	NO	Exception
<p>THE MACHINE MUST BE CONFIGURED WITH A 24 VDC ELECTRICAL SYSTEM. THE MACHINE SHALL BE EQUIPPED WITH AN ALTERNATOR CAPABLE OF A MINIMUM OF 100 AMPS. THE MACHINE SHALL HAVE 2 – 12 VOLT BATTERIES GREATER THAN OR EQUAL TO 1400 CCA. THE GRINDER MUST HAVE AN ELECTRONIC HORSEPOWER CONTROL DEVICE SENSING RPM TO REGULATE THE MOVEMENT OF TUB. THE TUB CONTROL DEVICE IS TO BE RE-PROGRAMMABLE TO THE OPERATOR’S DESIRED SETTINGS. THE MACHINE MUST BE EQUIPPED WITH A MINIMUM OF 3 OPERATOR INDUCED STOP BUTTONS LOCATED AROUND THE PERIMETER OF THE MAIN GRINDER FRAME. THE MACHINE IS TO BE EQUIPPED WITH A RADIO REMOTE CONTROL CAPABLE OF AN OPERATOR INDUCED STOP, ELEVATOR RAISE AND LOWER, ELEVATOR SIDE TO SIDE RADIAL MOVEMENT, TUB FORWARD AND REVERSE, TUB FAST AND SLOW, TUB HIGH AND LOW SPEED, AND ENGINE IDLE AND RUN. THE MACHINE’S OPERATOR CONTROL PANEL SHALL HAVE A DIGITAL DISPLAY THAT ALLOWS THE OPERATOR TO MONITOR THE ENGINE.</p>			

10. FUEL AND HYDRAULIC OIL CAPACITY	YES	NO	Exception
THE MACHINE IS TO BE EQUIPPED WITH A MINIMUM FUEL CAPACITY OF 500 GALLONS. THE HYDRAULIC RESERVOIR IS TO HAVE A MINIMUM CAPACITY OF 125 GALLONS. THE TORQUE CONVERTER OIL RESERVOIR IS TO HOLD A MINIMUM OF 85 GALLONS.			
11. FUEL AND HYDRAULIC OIL COOLERS	YES	NO	Exception
THE ENGINE'S FUEL SYSTEM IS TO BE EQUIPPED WITH A CATERPILLAR 354-2850 AIR TO OIL STYLE FUEL COOLER SIZED AND APPLIED BY CATERPILLAR FOR THE MACHINE'S ENGINE. THE HYDRAULIC RESERVOIR IS TO BE COOLED BY AN AKG HC48 AIR TO OIL STYLE OIL COOLER SIZED TO COOL THE MACHINE'S HYDRAULIC SYSTEM. THE TORQUE CONVERTER OIL RESERVOIR IS TO BE COOLED BY AN AKG HC180 AIR TO OIL STYLE OIL COOLER SIZED TO COOL THE TORQUE CONVERTER SYSTEM.			
12. AUXILIARY ENGINE & AIR COMPRESSOR	YES	NO	Exception
THE GRINDER MUST BE EQUIPPED WITH A SERVICE AUXILIARY POWER UNIT INCLUDING A HYDRAULIC PUMP AND TWO-STAGE AIR COMPRESSOR. THE AUXILIARY ENGINE SHALL BE A MINIMUM OF 10 HP AND DIESEL POWERED. FOR SAFETY, THE MAIN ENGINE SHALL NOT BE OPERABLE WHEN THE AUXILIARY ENGINE IS OPERATING. THE AUXILIARY HYDRAULICS SHALL OPERATE THE DOWN RIGGERS, TUB TILT, TUB ROTATION, AND ROD PULLER. THE AIR COMPRESSOR SHALL BE PRESSURE LUBRICATED, RATED AT NO LESS THAN 30 CFM, AND SHALL HAVE AN AIR TANK WITH NO LESS THAN 30 GALLON OF CAPACITY. THE TANK SHALL HAVE AN AIR PRESSURE REGULATOR PLUMBED INTO THE DISCHARGE AIR.			
13. START-UP ASSISTANCE	YES	NO	Exception
THE MACHINE SHALL BE PROVIDED WITH A MINIMUM OF 3 DAYS OF START-UP ASSISTANCE BY A FACTORY TRAINED TECHNICIAN TO CONDUCT TRAINING.			

14. THROWN OBJECT RESTRAINT SYSTEM	YES	NO	Exception
THE MACHINE IS TO INCLUDE A THROWN OBJECT RESTRAINT SYSTEM ON THE NON-LOAD SIDE OF THE TUB. THE SYSTEM MUST HAVE A DEFLECTOR SHIELD WITH HYDRAULIC ADJUSTMENT SIZED AND CONFIGURED SUCH THAT IT CAN BE CHANGED FROM A POSITION THAT COMPLETELY COVERS THE ENTIRE TOP OF THE TUB TO VARIABLE POSITIONS OVER THE TUB UP TO A STRAIGHT UP BACK STOP BEHIND THE LOAD-SIDE OF THE TUB. THE DEFLECTOR SHIELD SHALL ALSO INCLUDING AN ADJUSTABLE TOP SECTION THAT FOLDS TO CONTOUR THE COVER. ADDITIONAL HYDRAULIC ADJUSTMENT IS TO INCLUDE A SIDE-SLIDE PROVISION THAT ALLOWS THE RESTRAINT SYSTEM TO POSITION IN A WAY THAT ALLOWS THE TUB TO TILT. THE MOVEMENT OF THE THROWN OBJECT RESTRAINT SYSTEM IS TO BE CONTROLLED BOTH FROM MACHINE MOUNTED CONTROLS AND WITH WIRELESS REMOTE CONTROLS. THE DEFLECTOR SHIELD IMPACT PLATE IS TO BE A MINIMUM OF 7 GAUGE IMPACT RESISTANT STEEL.			
15. REGISTRATION	YES	NO	Exception
VENDOR SHALL SUPPLY ALL DMV PAPERWORK REQUIRED BY THE STATE OF TEXAS TO LICENSEE WITH THE VEHICLE INCLUDING A WEIGHT CERTIFICATE. THE CITY OF EDINBURG WILL HANDLE THE LICENSING. ANY CORRESPONDENCE REGARDING THIS VEHICLE SHALL BE CONDUCTED THROUGH THE DEPARTMENT.			
THE SUCCESSFUL BIDDER SHALL BE RESPONSIBLE FOR MEETING SPECIFICATIONS IN THIS BID. VEHICLES AND EQUIPMENT SHALL BE LEGALLY EQUIPPED FOR USE IN THE STATE OF TEXAS AT THE TIME OF DELIVERY			
16. WARRANTY			
THE ENGINE MUST HAVE A MINIMUM OF A 5-YEAR / 6,000 HOUR PLATINUM PLUS WARRANTY FROM THE CATERPILLAR WITH A ZERO DEDUCTIBLE. THE TORQUE CONVERTER MUST HAVE A MINIMUM OF A 5-YEAR / 6,000 HOUR WARRANTY. THE ENTIRE MACHINE MUST HAVE A MINIMUM OF A 12-MONTH / 1,200 HOUR PARTS WARRANTY ON NON-WEAR PARTS.			

17. SUPPORT ITEMS	YES	NO	Exception
<p>THE GRINDER MUST COME WITH A SUPPORT KIT INCLUDING THE FOLLOWING:</p> <ul style="list-style-type: none"> <li>1EA PNEUMATIC IMPACT WRENCH, 1" DRIVE</li> <li>1EA IMPACT SOCKET FOR HAMMER TIP REPLACEMENT, 1" DRIVE</li> <li>1EA IMPACT SOCKET FOR TUB WING BOLTS, 1" DRIVE</li> <li>1EA AIR HOSE WITH FITTINGS, ½" X 50'</li> <li>1EA GLAD-HAND BRAKE RELEASE VALVE</li> <li>1EA FORGED EYE BOLT FOR PULLING RODS</li> <li>1EA SAFETY KIT INCLUDING 2 SETS OF HARD HATS, EARMUFFS, GLOVES, &amp; SAFETY GLASSES</li> <li>1EA COMBINATION WRENCH FOR CONVEYOR BELT ADJUSTMENT</li> <li>1EA GREASE GUN</li> <li>1CASE GREASE</li> <li>1SET HYDRAULIC OIL FILTERS</li> <li>1EA SCALE, 0-100 POUND FOR BALANCING HAMMERS</li> <li>2EA OWNER'S MANUALS</li> <li>2EA 20-POUND FIRE EXTINGUISHER</li> </ul>			
18. ADDITIONAL AVILABLE WARRANTIES			
LIST ALL STANDARD WARRANTIES ISSUED WITH PURCHASE			

19. ADDITIONAL ADD ONS	AVAILABLE	PRICE
<p><b>1. ADDED FOR FIRE SAFETY: UPGRADE MACHINE TO INCLUDE AN AUTO DEPLOY ANSUL BRAND FIRE SUPPRESSION SYSTEM ROUTED INTO THE ENGINE AND DRIVE AREA DISPENSING WET CHEMICAL EXTINGUISHING AGENT FROM CANISTER THROUGH A MINIMUM OF 16 NOZZLES. NOTE: ALL FIRE SUPPRESSION SYSTEM ARE TO BE WARRANTED ONLY BY ANSUL WITH THEIR STANDARD WARRANTY</b></p>		
<p><b>2. ADDED SAFETY WITH EASE OF OPERATING WITH A TUB GUARD IN PLACE: UPGRADE MACHINE TO INCLUDE AN EXTRA-LONG CONTAINMENT SHIELD ASSEMBLY INCLUDING THE HOGZILLA “SIDE-SLIDE” SYSTEM ENABLING THE GUARD TO BE SET BACK AWAY FROM THE SIDE OF THE TUB AND PROVIDING HYDRAULICS ADJUSTMENT FROM A POSITION THAT COMPLETELY COVERS THE ENTIRE TOP OF THE TUB TO VARIABLE POSITIONS OVER THE TUB UP TO A STRAIGHT UP EXTRA-TALL COMPLETE BACK STOP BEHIND THE LOAD-SIDE AND INCLUDING AND ADJUSTABLE TOP SECTION FOLD FUNCTION FOR CONTOURING THE COVER (ALL T.O.R.S. HYDRAULIC FUNCTIONS TO BE ABLE TO BE CONTROLLED BY MACHINES WIRELESS REMOTE CONTROL.)</b></p>		
<p><b>3. MAGNETIC SEPARATION: UPGRADE MACHINE FROM RUBBER LAGGED DRIVE PULLEY ON ELEVATOR TO STANDARD MAGNETIC DRIVE PULLEY WITH ALUMINUM CHUTE ASSEMBLY.</b></p>		
<p><b>4. SCRAP TIRE PROCESSING PACKAGE: UPGRADE MACHINE TO COME EQUIPPED WITH A COMPLETE SCRAP TIRE PROCESSING PACKAGE ENABLING THE MACHINE TO BE CONVERTED FROM A WOOD WASTE GRINDING CONFIGURATION TO SCRAP TIRE GRINDING CONFIGURATION. INCLUDING 1EA BOLT-IN SCRAP TIRE PROCESSING PLATE WITH REPLACEABLE WEAR LINER INSERTS, 48EA HAMMER SHIMS, AND 1EA WATER INJECTION SPRAYER SYSTEM WITH 50’ HOSE.</b></p>		



<b>20. BID FORM</b>				
Company Name:				
Printed Name of Person Submitting Bid:				
Street Address:				
County, State:				
Zip:				
Phone Number: (    )				
Fax Number: (    )				
E-mail Address:				
20.1	Item – One (1) Tub Grinder	YEAR, MAKE, AND MODEL	\$	
20.2	AVAILABLE EXTENDED WARRANTY(S)		\$	
20.3	DELIVERY TIME AFTER AWARD IN DAYS			

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

Does the Company have an office located in Edinburg, Texas? Yes \_\_\_\_\_ No \_\_\_\_\_

Has the Company ever conducted business with the City of Edinburg? Yes \_\_\_\_\_ No \_\_\_\_\_

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**SIGNATURE:**

\_\_\_\_\_

**TYPE/PRINT NAME:**

\_\_\_\_\_

**TITLE:**

\_\_\_\_\_

**COMPANY:**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

**TELEPHONE NO.:**

\_\_\_\_\_

**FAX NO.:**

\_\_\_\_\_

**EMAIL:**

\_\_\_\_\_