

TARE – INVITATION FOR BID
TAC 964 – Addendum 3
Carts for Solid Waste and Recycling Services

Issued: December 20, 2011

Addendum 3 – IFB is the packet that must be used to submit your bid.

Questions Submitted to Buyer by Email

I would like to begin by referring to the page titled, Bid Item Number One. In the first paragraph, sentence six and seven read, "By checking any of the "NO" spaces the Bidder states that the product being proposed does not conform to that specification. All variations and/or exceptions must be documented, referencing applicable paragraph(s), and explained in detail on a separate page titled "Exceptions". We believe that minor and/or manufacturing process differences can be accepted with proper documentation as stated.

1. Under the Product Specifications, Item #2, "Lift System" requires rivets to hold free floating stop bars in place. Our larger sized carts, 48, 64 and 96 gallon, have the free-floating stop bar molded in and secured during the production process and do not require rivets. Our smaller 35 gallon cart does require rivets. Would the City also allow free-floating stop bars without rivets?

The City will accept free floating stop bars molded in or whose bar length is such that rivets are not required. The City will also accept stop bars with clips, rivets or other similar mechanical devices intent on keeping the bar in place.

2. In the Technical Specifications, under Item #3, the resin weight for the 90-100 gallon carts is required to be a minimum 34 pounds. Item #4 requires the resin weight for the 60-70 gallon carts to be a minimum of 27 pounds. In order to compensate for an inferior, weaker high-density polyethylene resin, many injection molding manufacturers have exerted the hypothesis that a "heavier cart" is indeed a "stronger cart". Our use of medium density polyethylene resin, with superior impact properties (Elongation at Yield and Environmental Stress Crack Resistance), produces a cart with the best of both worlds: flexible enough to endure the rigors of automated waste collection AND comfortable enough for effortless maneuverability by the consumer. The linear medium density polyethylene used in rotational molding has 30 times the impact properties of other molding processes and is more flexible, easier to maneuver – and carries the maximum allowable load ratings allowed by ANSI standards. The resin weight of our containers does not hinder in any way the performance of our carts. Our warranty failure rate of 0.02% confirms that Toter carts are indeed the industry's toughest, most versatile carts. Furthermore, our carts have one of the higher wind stabilities in the industry. Increased wind stability and superior cart durability are both created by our advanced engineering in cart designs and our use of resilient, top-quality manufacturing materials.

Would the Authority change this specification to allow a minimum of 30 pounds resin weight for the 90-100 gallon category of carts and 23 pounds resin weight for the 60-70 pound category? If the Authority prefers, these resin weights may be offered for rotational molded carts only.

No. The bidder should mark "NO" and state the variation and explanation as requested.

3. In the Technical Specifications, under Item #3, the wall and bottom thicknesses are required to be a minimum 0.150" for the 90-100 gallon carts. Items #4 and #5 require the same for 60-70 gallon carts and 30-50 gallon carts. . Please see our explanation in Question 3 above, as the same explanation applies to the wall thickness of carts. Would the City allow a 0.170" nominal wall thickness throughout the cart for 90-100, nominal 0.164" for the 60-70 gallon carts and nominal 0.154" for the 30-50 gallon carts? Again, if the Authority so chooses, these wall thicknesses may be offered for rotational molded carts only.

It appears that the numbers stated meet minimal specifications.

4. In the Technical Specifications, under Item #5, the 30-50 gallon size cart category requires a specific capacity +/-2%. However, with the wide range allowed to be bid for this smaller cart, would the Authority allow bidders to state the capacity of the cart being bid, with documentation of that capacity in an independent test result according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer?

Yes. The submitted cart's actual volume must be within +/- 2% of its stated volume.

5. In the Technical Specifications, under Item 7, the in-mold labels are required to be specific sizes. We have vast experience in the application of in-mold labels to reflect the look and detail required by the Authority. Our maximum lid graphic capabilities are slightly less than the Authority's requirements. Also, considering various manufacturers' designs and placement for graphics, we respectfully request the ability for Bidders to state their maximum allowable in-mold label sizes for carts.

No. The bidder should mark "NO" and state the variation and explanation as requested.

6. In-Mold Labeling Specifications:

Would the city of Tulsa accept label sizes on the following lids?

95 gallon – 11"x8"

64 gallon – 8"x 7"

32 gallon – 8"x 4"

If the specification is not met, mark "NO" and state the variation and explanation as requested.

7. Container Specifications – 30-50 gallon

Capacity:

Will the city of Tulsa accept a tolerance of the 35 USG + 5.5% for a total capacity of the container body instead of + 2% (our cart is 33.2 gallon)

Yes. The submitted cart's actual volume must be within +/- 2% of its stated volume.

8. Wall Thickness:

- a. Will the city of Tulsa accept a body wall thickness of 0.130"
- b. Will the city of Tulsa accept a critical wear point thickness of 0.120"

9. In reviewing the specifications we noticed a potential discrepancy regarding the In Mold Label sizes. On Page 13 item 6 it states "All recycling carts shall have full-color in-mold label, with a minimum size of area of 100 square inches." We then noticed that specific sizes for the In Mold Label are mentioned on Page 18 item 7 In-Mold Label Specifications Size. This specification states that the size of the label must be 8 inches by 12 inches for the 95 and 65 gallon carts and 3 inches by 11 inches for the 35 gallon cart. The latter specifications all do not meet the previous page 13 item 6 specification of 100 square inches.

The sizes listed in the detailed specifications on page 18 are standard in mold label specifications and Rehrig Pacific respectfully requests that item 6 on page 13 of a minimum of 100 square inches be removed for all size carts and the standard 8" x 12" and 3" x 11" for the 95/65 and 35 gallon carts respectfully be used.

Omit the 100 square inch requirement as stated on page 13, item 6. That language is carried over from TAC 893. The language in TAC 964 page 18, item 7 should be used.

10. We also noticed a potential discrepancy regarding wheel sizes. On Page 13 item 11 it states "All cart wheels must be 10 inches in diameter, minimum." We then noticed that on page 17 of the bid under the 30-50 gallon Wheel specifications it states that wheels must be a minimum of 8".

All cart manufacturers can meet the 10 inch requirement for 95 and 65 gallon containers but the smaller 30-50 gallon containers require smaller wheels. The industry standard wheel size for the 30-50 gallon containers is 8". Rehrig Pacific respectfully asks that item 11 on page 13 be removed requiring that all cart wheels be 10 inches and the specific specifications for each cart size remain as stated in the bid under each specific cart size section.

Wheel size; No, The bidder should mark "NO" and state the variation and explanation as requested.

11. Will pricing for both the garbage and recycling carts be required to have RFID tags AND In Mold Labels or are In Mold Labels only required for the recycling carts?

Yes, both the refuse and recycling cart is to be provided with an In Mold Label.

12. On page 16 under item 3 Container Specifications 90-100 gallons in the Dimensions section it states the dimensions listed below. To the right you can see the Rehrig Pacific 95 gallon cart dimensions.

DIMENSIONS: The minimum exterior dimensions of the completely assembled container are as follows:

HEIGHT: 45.87 inches	Rehrig: 45.13inches
DEPTH : 33.76 inches	Rehrig: 33.73 inches
WIDTH : 28.50 inches	Rehrig: 28.70 inches

As you can see the variation on the Height and Depth dimensions are 0.76" on the height and 0.03" on the depth. We exceed the specification on the width. In order to comply with all of the City of Tulsa's predetermined specifications, Rehrig Pacific respectfully asks that the Height dimension be modified to 45 inches and the Depth dimension be modified to 33.50 inches.

Cart dimensions. No. The bidder should mark "NO" and state the variation and explanation as required.

13. In response to the TAC 964 Addendum 2 issued December 13, 2011 Rehrig Pacific would like to state the following. The addendum removed the need for a barcode to be branded into the container at the time of production where the barcode/serial number is linked to the RFID tag's unique value. The question in the addendum suggests that the bar code is only used at the point of production. This is misleading and false as Rehrig Pacific has invested research and money into standardizing data flow and data capture at both the manufacturing cell and point of delivery of the container to a resident as well as work orders once carts are out in the field. Rehrig Pacific has led the industry for the past 4.5 years with regards to RFID technology and has the most RFID enabled containers on the street today. Our experience and expertise in the field of RFID/barcode technology has been proven time and time again with our numerous RFID enabled cart programs.

The use of a barcode/serial number combination at the manufacturing cell allows for a more precise capture of a carts unique serial number and the unique RFID tag value that is married to it. Other manufacturers will manually enter in serial numbers with the RFID tag associated to it leading to potential inaccurate data capture and human error. By automating the process with barcode technology you are able to single out each unique cart's barcode/serial number and make sure the data captured is accurate when the RFID tag value is married to it.

Also, the barcode technology is used during the Assembly and Distribution process as well as the work order process. By scanning the unique barcode on each cart you are able with 100% confidence to know that you scanned one individual cart to a specific address. When you have to use a more costly RFID scanner to scan a cart you run the risk of scanning an RFID tag and not knowing which cart you just scanned. Using RFID tags to assign containers to households is not the most accurate because of their broad read range. The barcode is designed so that the delivery team must be right up on the container to scan, which ensures that it is accurately assigned to the correct household while at the same time being the most efficient and expedited process to deliver containers. As we discovered in prior programs, the broad read range of RFID tags can cause the scanner to read other carts around the container you are intending to assign to a specific house, increasing the chances of a misread.

For example, if a 95 and 65 gallon cart are next to each other and you use an RFID reader to deliver the carts scanning an RFID tag you can not be 100% confident on which cart you just scanned, therefore potentially leading to the mis-delivery of a container. RFID readers will read any and all carts within range of the reader whereas a barcode scanner will only scan the one cart that it is pointed at. In a program such as the City of Tulsa where various sizes carts are to be delivered, it is VITAL to deliver the correct cart to the correct house that requested a specific size.

Programs that involve RFID truck reading equipment require building an accurate database during the delivery of containers and this is quite possibly the most important detail to insure a successful program. Using RFID tags to assign containers to households will not provide the necessary accuracy needed. RFID technology is intended to report an action (collection), not assignment of containers to households. By using bar code technology to deliver the containers you are able to have a system of checks and balances in place to insure that the correct cart is delivered to each resident. Barcodes are used for the delivery of containers, the management of inventory and work orders, container size changes, and the tracking of assets, making them arguably just as important as the container itself.

With this being said, Rehrig Pacific respectfully asks that this specification be left as it was originally described in the bid specifications. However, at a minimum allow vendors to provide the barcode via an adhesive sticker thus allowing all vendors to be able to comply rather than removing the entire specification. This way the City of Tulsa can be confident that they are using the latest technology for accurate data capture while performing the assembly and distribution in the most efficient manner.

No, the addendum stands. If it is in the best interest of the vendor to include the bar code enabling them to increase productivity and efficiency then there is no objection by the City.

TAC 964 – Addendum 2 Carts for Solid Waste and Recycling Services

Issued: December 13, 2011

Questions Submitted to Buyer by Email

Q1. As you state below for both the need of a bar code and RFID chip, this will be a redundant and very costly requirement in the manufacturing process. The city states that the Bar code cannot be a sticker. At this time only one cart manufacture uses this type of bar code and this requirement can limited the number of responsive bidders the city expects for this ITB. Since a bar code is used only at the point of production. The RFID chip is used at the point of production when the cart serial number is married to the RFID chip. Then the residents address is added to the chip at the time of Assembly and Delivery. These chips then become part of the cart and truck serving the resident. We respectfully request that only the RFID chip is required.

SPECIFICATION FOR RFID TAGS & BAR CODES: Each container must be equipped with an Ultra High Frequency RFID tag, installed into the cart body (with no exposure to the outside elements) along with an 8-9 digit Serial Number and associated Bar Code that is branded on the front of each container. Adhesive or Sticker RFID tags and Bar Codes will not be acceptable. To avoid interference with the containers contents / materials, RFID tags placed inside of the container are unacceptable.

RFID TAG & BAR CODE ASSOCIATION: An association between each container's RFID Tag, Serial Number and Bar Code must be recorded at the manufacturing facility. It is the manufacturer's responsibility to provide and maintain a data base for the City of Tulsa that included the association information. The data base must include each container's RFID Tag, Serial Number, Date of Manufacture, Location of Manufacturer, Cart size and Cart type. It is expected that the manufacturer will maintain this data base for the life of the contract and provide additional association information for future container purchases.

A1. Changes will be made as follows:

SPECIFICATION FOR RFID TAGS: Each container must be equipped with an Ultra High Frequency RFID tag, installed into the cart body (with no exposure to the outside elements) along with an 8-9 digit Serial Number that is branded on the front of each container. Adhesive or Sticker RFID tags will not be acceptable. To avoid interference with the containers contents / materials, RFID tags placed inside of the container are unacceptable.

RFID TAG ASSOCIATION: An association between each container's RFID Tag and Serial Number must be recorded at the manufacturing facility. It is the manufacturer's responsibility to provide and maintain a data base for the City of Tulsa that included the association information. The data base must include each container's RFID Tag, Serial Number, Date of Manufacture, Location of Manufacturer, Cart size and Cart type. It is expected that the manufacturer will maintain this data

**TAC 964 – Addendum 1
Carts for Solid Waste and Recycling Services**

Issued: December 12, 2011

Questions Submitted to Buyer by Email

Q1. Number 3 under Instructions, Terms and Conditions for Buyers, the date is September 9, 2011 for questions? What is the correct date of questions to be submitted?

“ 3. QUESTIONS REGARDING INVITATION FOR BID. Questions regarding any portion of this Invitation For Bid must be submitted in writing (by mail or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than September 9, 2011 prior to the Bid Packet due date.”

A1. That paragraph is changed to read:

“Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet. Questions and concerns must be received no later than 5:00 pm (CENTRAL STANDARD TIME) on Friday, December 16, 2011. Questions and concerns must be submitted to the Project Buyer by email and must include TAC 964”

Q2. Will there be a pre bid for this IFB?

A2. None has been scheduled.

Q3. Will the bids be read out loud and available for review at time of opening?

A3. The bidders names and summary costs will be read at the meeting and a bid compilation will be on the website within a couple days after the bids are opened. The bids however will not be available for review until after they have been reviewed by the TARE committee evaluation members.

(The rest of this page intentionally left blank)

Introduction

NOTICE is hereby given that the **TULSA AUTHORITY FOR THE RECOVERY OF ENERGY** (Authority), utilizing the City of Tulsa's purchasing department for administrative support, will receive sealed Bids for the following:

BID # TAC 964

DESCRIPTION: Carts for Solid Waste and Recycling Services to be used for collection of residential solid waste and recyclables (Commodity Code 450-65).

You are invited to submit a Bid to supply one or more of the Services specified above. Invitations for Bid (IFB) will be posted on the City of Tulsa's (City) website at www.cityoftulsapurchasing.org or a hardcopy may be obtained at:

City of Tulsa-Purchasing Department
175 East 2nd Street, Suite 865
Tulsa Oklahoma 74103

Bids must be received no later than 5:00 pm (CENTRAL STANDARD TIME) on Wednesday, December 28, 2011 and delivered to:

**City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa, Oklahoma 74103**

Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.**

EVALUATION AND AWARD OF BIDS

A review panel consisting of AUTHORITY Board members and other knowledgeable individuals will evaluate the Bids. Bids will be awarded to the "lowest and best competitive bidder" pursuant to Title 60, Section 176 of the Oklahoma Statutes.

(The rest of this page intentionally left blank)

SUMMARY SHEET/ INSTRUCTIONS, TERMS, CONDITIONS

Project Buyer

If you have any questions or need additional information, contact the assigned Project Buyer:

Cathy Evans

cdevans@cityoftulsa.org

Include **IFB TAC 964** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include IFB **TAC 964** on the subject line of the email. You will receive an email response verifying your notice was received. This same procedure must be followed to request clarification, in writing, of any point in the IFB.

Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet. Questions and concerns must be received no later than 5:00 pm (CENTRAL TIME) on Friday, December 16, 2011. Questions and concerns must be submitted to the Project Buyer by email and must include TAC 964.

Issuing of Addenda

If you received the notice of this IFB from the Authority as a result of being registered to sell the commodity code(s) or provide the services on this Bid, you should also receive notice of any addenda issued. If you are not registered with the City to sell the commodities or provide the services listed herein, you must register as a supplier on the City of Tulsa Purchasing website (www.cityoftulsapurchasing.org) to receive the addenda.

Bid Packet Submission

The Authority requires two completed Bid Packets: one Original and one Copy for each bid. Each Bid Packet must be clearly labeled on the front sheet indicating "Original" or "Copy". Responses to this Invitation for Bid must be on the Forms provided. The entire completed Bid Packet must be returned or your Bid may be rejected. Do not take exception to any portion of this Bid Packet. Do not make any entries except where required.

IMPORTANT NOTE: Write the Bid Number, Bid Description (as listed above), and Bid Opening Date on the lower left corner of the outside of your Bid envelope. You must return the complete Bid Packet with your Bid.

Bid Opening

All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. This bid will be opened December 29. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.

PLEASE NOTE: Successful bidders will not be identified at the Bid Opening.

Interviews

AUTHORITY may request that Bidders participate in in-person interviews with the Bid review committee. AUTHORITY expects that any such interviews will be conducted during the week of **January 3, 2012**, but may be changed at Authority's discretion.

BIDDER INFORMATION SHEET
Form #1

PLEASE NOTE: Bidder understands and acknowledges that Authority is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Bidder pursuant to this IFB that would be inconsistent with Authority's compliance with its statutory requirements. Any information submitted by Bidder to Authority which Bidder deems to be a trade secret must be submitted in a separate envelope and clearly marked "Trade Secret Information" and include the name of the Bidder. Bidder must timely seek judicial action to protect such information from disclosure by Authority in the event of a request to Authority under the Oklahoma Open Records Act.

Bidder's Exact Legal Name: _____

(Must be Bidder's name as reflected on its organizational documents, i.e., not a DBA)

State of Organization: _____

Bidder's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Limited Partnership | |

Bidder's Address: _____
Street City State Zip Code

Bidder's Website Address: _____ **Email Address:** _____

Principal submitting:

Name: _____

Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Legal Contact:

Name: _____

Organization: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

INSTRUCTIONS, TERMS, CONDITIONS

1. **PURCHASING AUTHORITY.** Authority issues this Invitation For Bid pursuant to Title 60, Section 176 of the Oklahoma Statutes the provisions of which are incorporated herein.
2. **DEFINITIONS.** The following terms have the following meanings when used in the documents comprising this Bid Packet.
 - A. **“Acceptance”** with respect to a Bid shall mean the Authority’s selection of a Bid, and award of a contract to the Bidder/Seller.
 - B. **“Acceptance”** with respect to delivery of Goods and/or Services provided under an Agreement (see Exhibits A, B or C) shall mean Authority’s written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
 - C. **“Addenda” “Addendum” or “Amendment(s)”** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by Authority which shall become a part of the agreement between the parties.
 - D. **“Agreement” or “Agreements”** shall mean one or more of the three Agreements, Collection of Residential Acceptable Solid Waste and Program Recyclable Materials, Processing and Marketing of Program Recyclable Materials and Disposal of Solid Waste, Green Waste and Rejects Resulting in Recovery of Energy and/or Recyclable Materials.
 - E. **“Authority”** shall mean the Tulsa Authority for the Recovery of Energy, a public trust created under the law of the State of Oklahoma, and of which the City of Tulsa is the sole beneficiary.
 - F. **“Authorized Agent”** means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
 - **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the Authority with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary’s certificate indicating the authority is still valid.
 - **General Partnerships** – any partner can sign to bind all partners.
 - **Limited Partnerships** – the general partner must sign.
 - **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
 - **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
 - **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate from the members indicating the authorization is still valid.Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.
 - G. **“Bid”** means the Seller’s offer to provide the requested Goods and/or Services set forth in Exhibit A, B, and/or C and any additional materials or information the Seller chooses to submit to support the Bid.
 - H. **“Bidder”** means the legal entity which submits a Bid for consideration by Authority in accordance with the Invitation For Bid.
 - I. **“Bid Packet”** consists of the following documents (1) the Notice of Invitation for Bid, (2) the Summary Sheet/ Instructions, Terms, Conditions, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Utilization of BRIDGE/DBE and Minority/Female Business Enterprises (M/FBE) in Awarding Bids, (9) Technical Specifications, (10) Basis for Awarding Bids, (11) Bid Content, (12) Form #6 (includes Form 6.1, Form 6.2, and Form 6.3.), (13) Exhibit A, (14) Exhibit B, (15) Exhibit C, and (16) Defined Terms Used in Agreements.
 - J. **“Bid Submission Date”** shall mean the last date by which the Authority will accept Bids for an Invitation For Bid.
 - K. **“Business Day”** shall mean any day, Monday through Friday, from 8:00 am, Central Time until 5:00 pm, Central Time, which is not a holiday designated as such in the Agreements or by City.
 - L. **“City”** shall mean the City of Tulsa, Oklahoma.
 - M. **“Days”** shall mean calendar days unless specified otherwise.

N. **“Project Buyer”** shall mean the City’s employee, acting for the Authority, assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing contracts herein.

O. **“Purchasing Division or Office”** shall mean the City of Tulsa’s Purchasing Division, acting for the Authority, located at 175 East 2nd Street, Suite 865, Tulsa, Oklahoma 74103.

P. **“Secondary Seller”** shall mean the Bidder whose Bid was selected by Authority as a back-up supplier in the event the Seller is unable to provide all the Services required.

Q. **“Seller”** shall mean the Bidder whose Bid was selected by Authority and awarded a contract.

R. **“You” or “Your”** shall mean the Bidder responding to this Invitation For Bid or the Seller whose Bid the Authority selected and awarded a contract.

S. **“Website”** shall mean the City of Tulsa’s website for the Purchasing Division www.cityoftulsapurchasing.org.

3. **QUESTIONS REGARDING INVITATION FOR BID.** Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet. Questions and concerns must be received no later than 5:00 pm (**CENTRAL STANDARD TIME**) on Friday, December 16, 2011. Questions and concerns must be submitted to the Project Buyer by email and must include TAC 964. Any oral responses to questions are not binding on Authority. At Authority’s discretion, any information or clarification made to you may be communicated to other Bidders that notified Authority of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff from the date of this IFB until the date that the Authority executes an agreement with the successful Bidder or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and Authority refunded any payments made.

4. **ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation for Bid and/or any resultant contract. All modifications, addenda or amendments must be made in writing by Authority or by City’s Purchasing Department at the request of Authority.

5. **EXAMINATION BY BIDDERS.** You must examine the Agreements for which you are submitting a bid, specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.

6. **ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** **The Authority may addend or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement.** Authority will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the City’s Project Buyer of their intent to respond to the Invitation For Bid. **It is your responsibility to inquire about any addenda or amendments, which will be available from the City’s Purchasing Division and its website.** You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form and attaching it to this Invitation For Bid with your Bid. Authority may reject any Bid that fails to acknowledge any addenda or amendments.

7. **SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term “no substitute” is used, the Authority’s references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model, etc. The Authority may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. You are required to furnish the exact item described in your Bid and to provide specifications for the item. Any proposed substitutions must be approved by City staff to be acceptable in this bid process.

Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.

8. **PRICES/DISCOUNTS.** Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.

9. **TAXES.** Authority is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.

10. **BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Person with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the "Bid Submission Date"). A Bid is an irrevocable offer and when accepted by Authority (as evidenced by Authority's execution of an Agreement) shall constitute a firm contract. You understand and acknowledge by submitting a bid that the offer submitted as your Bid is firm and irrevocable from the Bid Submission Date until **180 days after the Bid Opening Date.**

- A. **BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED. YOU MAY ATTACH ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.** If you elect to bid more than one service or more than one bundle of services, you must submit a fully completed bid packet for each service or bundle of services you bid.
- B. Sealed Bids may be either mailed or delivered, but must be received at:
City of Tulsa – Office of City Clerk
175 East 2nd Street, Suite 260
Tulsa, Oklahoma 74103
- C. Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. Authority is not responsible for the failure of Bids to be received by the City Clerk's Office prior to the due date and time.
- D. Late Bids will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
1. City Hall closed for business for part or all of the day on the date the response was due.
 2. If the Authority deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
 3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
- E. **Authority will not accept faxed Bids;** nor will Authority accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other Authority or City office or employee.
- F. Authority is not responsible for any of your costs in preparing the Bid response, attending a pre-Bid conference, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.
- G. All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.
- H. The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.
- I. Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds each. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). **The original must be in Box #1.**
- J. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initialed in ink.

11. **BID REJECTION OR WITHDRAWAL.**

- A. Authority may reject any or all Bids, in whole or in part.
- B. A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of the applicable Agreement or this Invitation For Bid or attempts to limit Bidder's liability to the Authority.
- C. A Bid may be rejected if Bidder is currently in default to City or Authority on any other contract or has an outstanding indebtedness of any kind to City or Authority.
- D. Authority reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- E. Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the City Clerk's office before the Bid Opening Date. Otherwise, Bids are irrevocable offers and may not be withdrawn until 180 days after the Bid Opening Date.

12. **BID RESULTS.** A tabulation of Bids received will be made available on the City's Purchasing Division website generally within 5 working days after the Bid Opening Date. After a contract award is recommended to the Authority, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.

- 13. CONTRACT AWARD.** If a contract is awarded, it will be to the Bidder that Authority determines is the lowest and best Bidder meeting specifications. Such Bid analysis will consider price and other factors, as described in the Evaluation and Award of Bids section of this. IFB. Unless otherwise noted, Authority reserves the right to award a contract by Service, one or more groups of Services, or all Services in the Bid, whichever is in Authority's best interest.
- 14. IRS FORM W-9.** If Authority selects your Bid to award a contract, you will have ten (10) days from notification of the award to provide Authority with your complete IRS Form W-9.
- 15. NOTICE TO PROCEED.** If Authority accepts your Bid and executes the Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative.
- 16. PAYMENTS.** Invoices should be mailed to: City of Tulsa – Accounts Payable
175 East 2nd Street, 8th floor
Tulsa, Oklahoma 74103

Payment will be made Net 30 days after receipt of a properly submitted invoice or the Authority's Acceptance of the Goods and/or Services, whichever is later, unless Authority decides to take advantage of any prompt payment discount included in the Bid.

- 17. Insurance.** If checked "Yes," the following insurance is **required:** **Yes: X No:**

Seller and its subcontractors must obtain at Seller's expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Workers' Compensation insurance in the statutory limits required by law.

Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Auto Liability, each occurrence	\$ 1,000,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
Workers' Compensation	(Statutory limits)

SELLER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.

Seller's insurance policy and all certificates of insurance must state that the insurer cannot change or cancel coverage without the insurer first giving 30 days written notice to TARE of such change, cancellation or termination. You will have 10 days after notification that your Bid was selected for contract award by TARE to provide proof of such coverage. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address;
- C. Policy number;
- D. Liability coverage and amounts;
- E. Commencement and expiration dates;
- F. Signature of authorized agent of insurer;
- G. Invitation For Bid number.

The completed Certificate of Insurance form should be sent to the assigned Project Buyer reflected on the Summary Sheet of this Bid Packet. An endorsement from the insurer must be obtained by Seller which adds TARE as an Additional Insured to the policy and states that the insurer will provide TARE with notice thirty days in advance of termination, cancellation or change in the coverage of the policy. The cancellation clause on your certificate must conform to the endorsement. Any conflict between the endorsement and the certificate is a material breach of the Purchase Agreement and can result in the retraction by TARE of the award of the Bid to Seller

- 18. REFERENCES. References are required.**

TECHNICAL SPECIFICATIONS

SCOPE:

This Invitation for Bids (IFB) is being issued by the Tulsa Authority for the Recovery of Energy (TARE or AUTHORITY) for refuse and recycling carts for the City of Tulsa (City). AUTHORITY is responsible for refuse and recycling collection, processing and disposal services. It is the intent of TARE to procure carts for the collection of refuse and recycling from approximately 116,115 residential households.

If AUTHORITY awards an Agreement, AUTHORITY reserves the right to award the agreement to only one Bidder.

BACKGROUND:

AUTHORITY has recently released bids for three services: (A) Collection of Residential Acceptable Solid Waste and Program Recyclable Materials, (B) Processing and Marketing of Program Recyclable Materials and (C) Disposal of Solid Waste, Green Waste and Rejects Resulting in Recovery of Energy and/or Recyclable Materials. (Reference City of Tulsa TAC893)

The collection service will include a minimum of one refuse and one recycling cart for each residential household. AUTHORITY estimates that the initial cart purchase will be as follows:

Cart Size	Refuse	Recycling	Total
90 to 100-gallon carts	110,274 carts	110,460 carts	220,548 carts
60 to 70-gallon carts	13,027 carts	1,103 carts	14,027 carts
35 to 48-gallon carts	10,342 carts	4,651 carts	15,342 carts
Total	133,643 carts	116,274 carts	249,917 carts

Description of Residential Solid Waste and Recycling Carts: Bidders must provide the following information regarding the carts that they would purchase and provide for service in the City.

Bidder shall describe the Residential Solid Waste and Recycling Carts that will be purchased by the AUTHORITY. The description shall include the manufacturer and manufacturer's model number. Photos or marketing brochures of the proposed carts should be included. AUTHORITY shall have the sole decision in determining the appearance of the carts. All carts shall meet the following requirements:

1. All refuse carts must be uniform in color, with sample approved by AUTHORITY.
2. All recycling carts must be uniform in another color, with sample approved by AUTHORITY.
3. Logos (as approved by AUTHORITY) and unique cart identification numbers shall be permanently stamped (using hot stamp or other similar process) into each side of the cart.)
4. All carts must contain passive radio frequency identification (RFID) tags utilizing ultra high frequency (UHF) range. All RFID tags must be attached so that tags are not visible to customer and are tamper-resistant. Bidder is responsible for missing or damaged RFID tags.

5. All carts must be new and specifically purchased by and provided to AUTHORITY.
6. All carts must comply with ANSI Standards Z245.30 and Z245.60 (shall be both Type B and Type G compliant).
7. Metal lift bar (replaceable if damaged).
8. Either injection molded with high density polyethylene (HDPE) or rotational molded with linear medium density polyethylene (MDPE). All plastic resin must be UV stabilized.
9. All new carts must the same model (for each size) unless otherwise approved by AUTHORITY.
10. All cart wheels must be 10 inches in diameter, minimum.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

Bid Item Number One

PRODUCT SPECIFICATIONS

90 – 100, 60 – 70, & 30 – 50 GALLON UNIVERSAL ROLL-OUT CARTS

For semi or fully automated collection

The specifications herein describe the minimum acceptable features and performance requirements for recycling and refuse carts. Bidders must thoroughly read and understand these specifications prior to proposal submission. All proposals must be submitted on the Tulsa Authority for Recovery of Energy (TARE) form provided. Bidders shall complete the specification column with a check mark to indicate if the item being proposed by the Bidder is exactly as specified. If an item is left blank, TARE will assume the Bidder cannot meet the specifications which may cause rejection of the proposal. By checking any of the "NO" spaces the Bidder states that the product being proposed does not conform to that specification. All variations and/or exceptions must be documented, referencing applicable paragraph (s), and explained in detail on a separate page titled "Exceptions". If TARE determines by any means that exceptions exist which were not identified on such list, then that proposal will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the proposal meet all specifications.

1. MANUFACTURING PROCESS AND MATERIALS

Each universal roll out cart shall consist of a body, lid, wheels, axle and necessary accessories. The plastic resin material and the finished container must meet the minimum specifications herein.

Description	Yes	No
MANUFACTURING PROCESS: Each container must be made from the injection or rotational process.		
PLASTIC MATERIAL: Base plastic resin for the cart body and lid must be first quality polyethylene (HDPE/LMDPE, process dependent) supplied by a national petrochemical producer such as Dow, Exxon, Mobil, Phillips or Nova Chemicals. Off-spec or wide spec material is not acceptable. The Bidder must submit technical data sheet (s) from the resin producer		
RESIN ADDITIVES: The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished container. All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. Containers must be manufactured using a stabilizer package, which maximizes light stable color pigments, ensures for minimal degradation, and protects the plastic resin at the chemical level. The container shall be protected against ultraviolet rays with an ultraviolet stabilizer additive. The Bidder must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.		
RECYCLE ABILITY: The Bidder must include with the bid any option for the repurchase/recycling of containers at the end of their useful life.		

2. CONTAINER REQUIREMENTS

The universal roll out carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

Description	Yes	No
ANSI CONFORMANCE: Containers proposed herein must meet the requirements of ANSI Z245:60 standards of "Type B/G" containers The Bidder must submit independently certified copies of all ANSI test results with proposal. Test results must state load (in pounds) under which tests were conducted. The ANSI Appendix D test for "Loading and Unloading Test for Carts: must clearly state that the required 520 dump cycles under the cart's full rated load were performed on both a Semi-Automated Cart Lifter and a Fully Automated Grabber Arm.		
INTERIOR CONSTRUCTION: The interior surface must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the containers could become trapped.		
STABILITY: Each container shall be stable and self-balancing when in the upright position, either loaded or empty. The container must be designed to withstand winds averaging 35 mph when empty		

(based on the average wind resistance of the four sides of the cart).		
LIFT SYSTEM: Each container shall be equipped with attachment points, which make it compatible with standard American semi-automated bar locking lifters and fully-automated arm lifters. The upper lift point must be structurally supported. The lower lift bar must be designed to withstand over ten (10) years of lifter attachment and must be approximately 1" diameter galvanized steel bar. If the container has a free floating (turns 360 degrees) steel bar, it must have rivets holding the bar in place. Rivets located on the inside of the cart to avoid interaction with the cart tipers may be plastic. Rivets placed on the outside of the cart are acceptable but must be aluminum.		
ABRASION PROTECTION: The containers must be designed with a wear surface on the container bottom. The container base must be reinforced in the area that contacts the ground with a molded in wear strip, pad or similar wear surface.		
RIM OF BODY: The top of the container body shall be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim shall have a raised inner perimeter to serve as a barrier to escaping odors, intrusion of pests, and to prevent moisture from entering the cart from under the edge of the lid. The rim of the cart must not be designed to have an inward radius to obstruct free flow emptying of material out from the container.		
LID: The lid shall be of one piece construction, injection molded of high density polyethylene resin (HDPE). The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the container properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to disallow entry of rain when in the closed position. The lid must open from a closed position through a full 270 degree arc and hang open without stressing the lid or container body. Lid attachments must be constructed of weather resistant plastic only. Attachments must be easily installed during cart assembly and uninstalled during cart disassembly. Lid must be capable of being imprinted with a custom hot stamp, heat transferred label, or in-mild label technology.		
AXLE: The axle must be a minimum of 5/8 inch diameter, high strength steel fully supported by cart body. Zinc chromate plated or powder coated equivalent for corrosion protection. Axle must slide through at least (2) two molded-in plastic journals in the cart bottom and must not be exposed to contents inside of container. Axles attached by means of bolts or rivets are unacceptable.		
EASE OF ASSEMBLY AND DISASSEMBLY: The bidder must supply a container assembly instruction sheet with their response. The instruction sheet should include a list of container parts and a list of tools needed for assembly.		
PARTS AVAILABILITY: All bidders will supply a listing of replacement parts available for their model container.		
COLOR: Containers must be a distinctive color impregnated into the plastic. Painted universal carts are unacceptable. TARE and chosen vendor will mutually determine color (s).		

3. CONTAINER SPECIFICATIONS – 90 - 100 GALLON

The 90 - 100-Gallon Container must comply with the following listed specifications:

Description	Yes	NO
<p>LOAD RATING: The 90 - 100Gallon container must be designed to regularly receive and dump the following pounds of materials, excluding the weight of the container, without permanent damage or deformation. The load rating must conform to ANSI Standard Z245.30.</p> <p style="text-align: center;">95-Gallon- minimum 332 pounds</p> <p>STATE VOLUME OF CONTAINER _____ gallons STATE LOAD RATING OF CONTAINER _____ pounds</p>		
<p>MANEUVERABILITY: To ensure that the proposed 90 – 100 gallon container is easily operated by the citizens of City of Tulsa, the bidder must state the average tipping forces required to maneuver a fully loaded container when tilted to the roll position. The bidder must also submit documentation that conforms to ANSI Z-245.60 Force To Tip testing that clearly defines the container's maximum average tipping force. Any container that is judged as too difficult to tilt when loaded to maximum capacity of material will be disqualified.</p> <p>STATE MAXIMUM AVERAGE FORCE: _____ pounds.</p>		
<p>RESIN WEIGHT: The quoted container must be manufactured to achieve a minimum resin weight of the following :</p> <p style="text-align: center;">95-Gallon – minimum 34 pounds</p>		

STATE RESIN WEIGHT OF CONTAINER: _____ pounds.		
WALL THICKNESS: The quoted container must have a nominal wall thickness of .150 inches throughout the body of the container and a minimum wall thickness of .150 inches in the critical wear points (i.e. cart bottom, handle and lift mechanism).		
STATE BODY WALL THICKNESS: _____ inches STATE CRITICAL WEAR POINT THICKNESS: _____ inches		
CAPACITY: The total capacity of the container body, excluding the lid, must be a 90 -100 U.S. gallons (+/- 2%). Bidder must include an independent test result according to ANSI Z245.30. Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon).		
DIMENSIONS: The minimum exterior dimensions of the completely assembled container are as follows: HEIGHT: <u>45.87</u> inches STATE HEIGHT: _____ inches DEPTH : <u>33.76</u> inches STATE DEPTH: _____ inches WIDTH : <u>28.50</u> inches STATE WIDTH: _____ inches		
WHEELS: Wheels shall be minimum 10" in diameter and 1.75 wide. Wheels must be extra high molecular weight polyethylene capable of supporting a minimum of 200 lbs. each.		

4. **CONTAINER SPECIFICATIONS – 60 - 70 GALLON**

The 60 - 70-Gallon Container must comply with the following listed specifications:

Description	Yes	No
<p>LOAD RATING: The 60 – 70 Gallon container must be designed to regularly receive and dump the following pounds of materials, excluding the weight of the container, without permanent damage or deformation. The load rating must conform to ANSI Standard Z245.30.</p> <p style="text-align: center;">65-Gallon- minimum 227 pounds</p> <p>STATE VOLUME OF CONTAINER _____ gallons STATE LOAD RATING OF CONTAINER _____ pounds</p>		
<p>MANEUVERABILITY: To ensure that the proposed 60 – 70 gallon container is easily operated by the citizens of City of Tulsa, the bidder must state the average tipping forces required to maneuver a fully loaded container when tilted to the roll position. The bidder must also submit documentation that conforms to ANSI Z245.60 Force To Tip testing that clearly defines the container’s maximum average tipping force. Any container that is judged as too difficult to tilt when loaded to maximum capacity of material will be disqualified.</p> <p>STATE MAXIMUM AVERAGE FORCE: _____ pounds.</p>		
<p>RESIN WEIGHT: The quoted container must be manufactured to achieve a minimum resin weight of the following :</p> <p style="text-align: center;">65-Gallon – minimum 27 pounds</p> <p>STATE RESIN WEIGHT OF CONTAINER: _____ pounds.</p>		
<p>WALL THICKNESS: The quoted container must have a nominal wall thickness of .150 inches throughout the body of the container and a minimum wall thickness of .150 inches in the critical wear points (i.e. cart bottom, handle and lift mechanism).</p> <p>STATE BODY WALL THICKNESS: _____ inches STATE CRITICAL WEAR POINT THICKNESS: _____ inches</p>		
<p>CAPACITY: The total capacity of the container body, excluding the lid, must be a 65 U.S. gallons (+/- 2%). Bidder must include an independent test result according to ANSI Z245.30. Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon).</p>		
<p>DIMENSIONS: The minimum exterior dimensions of the completely assembled container are as follows: HEIGHT: <u>40.50</u> inches STATE HEIGHT: _____ inches DEPTH : <u>28.11</u> inches STATE DEPTH: _____ inches WIDTH : <u>26.70</u> inches STATE WIDTH: _____ inches</p>		

WHEELS: Wheels shall be minimum 10" in diameter and 1.75 wide. Wheels must be extra high molecular weight polyethylene capable of supporting a minimum of 200 lbs. each.		
---	--	--

5. **CONTAINER SPECIFICATIONS – 30 - 50 GALLON**

The 30 – 50 Gallon Container must comply with the following listed specifications:

Description	Yes	No
<p>LOAD RATING: The 30 – 50 Gallon container must be designed to regularly receive and dump the following pounds of materials, excluding the weight of the container, without permanent damage or deformation. The load rating must conform to ANSI Standard Z245.30.</p> <p style="text-align: center;">35-Gallon- minimum 122 pounds</p> <p>STATE VOLUME OF CONTAINER _____ gallons</p> <p>STATE LOAD RATING OF CONTAINER _____ pounds</p>		
<p>MANEUVERABILITY: To ensure that the proposed 30 – 50 gallon container is easily operated by the citizens of City of Tulsa, the bidder must state the average tipping forces required to maneuver a fully loaded container when tilted to the roll position. The bidder must also submit documentation that conforms to ANSI Z245.60 Force To Tip testing that clearly defines the container's maximum average tipping force. Any container that is judged as too difficult to tilt when loaded to maximum capacity of material will be disqualified.</p> <p>STATE MAXIMUM AVERAGE FORCE: _____ pounds.</p>		
<p>RESIN WEIGHT: The quoted container must be manufactured to achieve a minimum resin weight of the following :</p> <p style="text-align: center;">35-Gallon – minimum 17 pounds</p> <p>STATE RESIN WEIGHT OF CONTAINER: _____ pounds.</p>		
<p>WALL THICKNESS: The quoted container must have a nominal wall thickness of .150 inches throughout the body of the container and a minimum wall thickness of .150 inches in the critical wear points (i.e. cart bottom, handle and lift mechanism).</p> <p>STATE BODY WALL THICKNESS: _____ inches</p> <p>STATE CRITICAL WEAR POINT THICKNESS: _____ inches</p>		
<p>CAPACITY: The total capacity of the container body, excluding the lid, must be a 35 U.S. gallons (+/- 2%). Bidder must include an independent test result according to ANSI Z245.30. Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon).</p>		
<p>DIMENSIONS: The minimum exterior dimensions of the completely assembled container are as follows:</p> <p>HEIGH : <u>39.13</u> inches STATE HEIGHT: _____ inches</p> <p>DEPTH : <u>22.98</u> inches STATE DEPTH: _____ inches</p> <p>WIDTH : <u>20.20</u> inches STATE WIDTH: _____ inches</p>		
<p>WHEELS: Wheels shall be minimum 8" in diameter and 1.75 wide. Wheels must be extra high molecular weight polyethylene capable of supporting a minimum of 150 lbs. each.</p>		

6. **MARKINGS**

Each container must be permanently marked with letter/numbers, as follows:

Description	Yes	No
<p>SERIAL NUMBERS: Each container must have a serial number hot stamped in white on the front face of its body. The serial number shall be determined by TARE. Serial numbers shall be in sequence beginning with the year of manufacture. The bidder will maintain a file that will identify the date of manufacture by the serial number.</p>		

CONTAINER LOGO: The City of Tulsa logo shall be affixed by hot stamp onto both sides of the cart body.		
IML LID LABEL: TARE will design a logo that must be affixed to the lid portion of the container that will identify recycling instructions to the City of Tulsa residents. This logo will be in the form of an in-mold label. See specifications in Section 7. In-Mold Label Specifications.		
USER INSTRUCTION: Instructions for the safe use of the container must be molded into each lid. Instructions shall be approved by TARE.		
LOAD RATING: The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms.		

7. IN-MOLD LABEL SPECIFICATIONS

The In-Mold Label must comply with the following listed specifications:

Description	Yes	No
PRICING: In-Mold Label for containers shall be one price per container for label design, layout, proofing, color printing, ultra violet ray protection, placement on the lid of the container, and original container order quantity. Additional/subsequent container orders will be priced at time of order and based on quantity.		
MANUFACTURING PROCESS: In-Mold Label shall be permanently molded into the container lid. It should not wear or peel from normal uses. It shall have ultra-violet and other protection from the effects of the sun.		
COLOR AND GRAPHICS; The In-Mold Label shall be 4-color and contain images and language representing recycling commodities deemed acceptable for this program. All proofs for the label shall be submitted to TARE for approval as part of the price request.		
SIZE: The size of the label for the 95-gallon and 65-gallon lid shall be at a minimum 8 inches by 12 inches. The size of the label for the 35-gallon lid shall be at a minimum of 3 inches by 11 inches.		

8. EXPERIENCE / COMPLIANCE

The Bidder must adhere to following experience qualifications:

Description	Yes	No
EXPERIENCE: The bidder must have at least (10) ten years of experience in the USA of continuous production / manufacturing of injection or rotationally molded containers for use in automated and semi-automated collection system		
REFERENCES: Bidder must submit with its bid a reference list of municipalities currently using the bidder's products. The list must include at least (10) municipalities who currently have at least 60,000 carts in service. Include the name of the municipality, year of installation, contact person, phone number, and quantity for each reference. Failure to include these references will result in bid disqualification.		

9. WARRANTY

The bidder must submit with its proposal a copy of the exact warranty offered for the universal refuse carts. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts that fail in materials of workmanship for a period of ten (10) years after installation. The Bidder's warranty is understood to include, whether stated in Bidder's warranty or not, the following coverage:

Description	Yes	No
Failure of the lid to prevent rainwater from entering the container when in the closed position.		
Damage to the container body, lid or any component parts through opening or closing the lid.		
Failure of the lower lift bar from damage during interface with standard ANSI approved lifting devices.		
Failure of the body and lid to maintain their original shape.		
Damage or cracking of the container body through normal operating conditions.		
Failure of the wheels to provide continuous easy mobility as originally designed.		
Failure of any part to conform to minimum standards as specified herein.		
If bidder is owned by another business entity, then the owning entity must also accept full financial responsibility for the warranty of the bidder. The bidder must submit with their bid a letter from the owning entity which clearly states its obligation and commitment to honor the warranty of the bidder, should the bidder ever be in a position to not do so. Such letter shall be signed by the owning entity's officer authorized to bind the entity and notarized.		

10. **PRICE ADJUSTMENTS**

Description	Yes	No
Prices quoted in response to this Bid solicitation shall be firm for the first 90 days of the contract period. After 90 days, prices may be subject to revision and such changes shall be based on resin fluctuation during that period. Should the market price of resin increase or decrease from the initial units bid price, the increase / decrease will be passed on to the City of Tulsa after the initial order and throughout the term of the contract. There will be no more than one (1) price adjustment per quarter. Request for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance from TARE before becoming effective. The validity of a request for a price change shall be the responsibility of the successful bidder. Upon request, the responsible bidder shall provide to TARE certified documentation from Chem Data Report and / or Plastic News that may also be utilized by the successful bidder to validate its request for a price change. TARE reserves the right to accept or reject any price increase(s) and to cancel any and all item(s) under the contract for which price increase(s) is / are considered unacceptable. Contract extensions will be based on a mutual written agreement between the successful bidder and TARE.		

11. **RFID INTEGRATION SPECIFICATIONS**

Description	Yes	No
RFID INTEGRATION: TARE would like to receive prices for 95/65/35 gallon containers that are RFID Integrated. Please state whether or not you have the ability to provide this type of integration for this purchase of containers?		
SPECIFICATION FOR RFID TAGS: Each container must be equipped with an Ultra High Frequency RFID tag, installed into the cart body (with no exposure to the outside elements) along with an 8-9 digit Serial Number that is branded on the front of each container. Adhesive or Sticker RFID tags will not be acceptable. To avoid interference with the containers contents / materials, RFID tags placed inside of the container are unacceptable.		
RFID TAG ASSOCIATION: An association between each container's RFID Tag, Serial Number must be recorded at the manufacturing facility. It is the manufacturer's responsibility to provide and maintain a data base for the City of Tulsa that included the association information. The data base must include each container's RFID Tag, Serial Number, Date of Manufacture, Location of Manufacturer, Cart size and Cart type. It is expected that the manufacturer will maintain this data base for the life of the contract and provide additional association information for future container purchases.		
RFID INLAY SPECIFICATIONS: The RFID inlay must be passive UHF and have an optimal operating frequency of 860 – 960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 1800-6C and EPC global C1G2 protocol. The inlay substrate must be heat treated PET. The inlay must be sandwiched between a minimum of two-0.005" polyester SmartCard material using a heavy duty P7 permanent adhesive.		

Bid Item Number Two

Assembly, Distribution and Tracking Services for Containers

- 1.0 The Contractor shall be responsible for coordinating the delivery of containers from the manufacturing plant, unloading loads of containers, assembling necessary parts, and distributing the containers to homes throughout the City of Tulsa. It is preferred that the Contractor shall have its own assembly and distribution division of its company.
- 1.1 The Contractor shall unload all delivery trailers in a timely manner and unload in a manner not to create noise. Any damage to the carts or bins during any phase of the delivery, unloading, assembly, distribution, or exchanging shall be the responsibility of the contractor to replace in kind.
- 1.2 Containers shall be assembled in a timely manner and once assembled shall be placed at the resident's curb (in the street).
- 1.3 The Contractor will be required to attach any literature to the containers required by TARE. The literature will be provided to the Contractor enclosed in a 21" plastic newspaper bag at least one week prior to the program start up.
- 1.4 Contractor shall assemble and deliver containers in all conditions except as a result of extreme weather conditions or Acts of God.
- 1.5 TARE will provide Contractor with accurate detailed maps of Tulsa at least eight weeks prior to the collection contract start date.
- 1.6 TARE will provide Contractor with accurate address lists at least two weeks prior to the start date. TARE assures that the address lists are up to date and accurate. Any deliveries that are required due to a wrong address provided by TARE will be subject to an agreed upon separate charge.
- 1.7 The Contractor will record the container serial number and RFID tag for each and every address where the containers are delivered. The Contractor will keep an electronic file of the address assignments of containers by serial and, RFID tag number and present it to TARE in an acceptable electronic format upon completion of the delivery.
- 1.8 The Contractor shall provide a qualified assembly and distribution staff. In addition to a the Contract Administrator, the Contractor shall provide supervisor level full-time employees of the company to work directly with TARE staff to solve any problems resulting from distribution services while that service is being provided.
- 1.9 All Contractor employees shall be dressed in an appropriate manner with shirts that identify the Contractor. Appropriate safety gear like reflective clothing shall be worn at all times by the distribution staff. TARE may require the Contractor to remove an unacceptable employee from these services who is wanton, negligent, or discourteous in performance of duties as outlined in the contract. Contractor personnel shall be courteous with the public and TARE personnel at all times. Contractor employees shall answer questions from the public, but direct them to TARE staff for details.
- 2.0 The Contractor shall immediately pick-up and/or clean-up any materials dropped on the roadway or parking lot while in the process of assembly or distribution.
- 2.1 All vehicles used by the Contractor in the distribution of containers shall be kept clean and presentable.
- 2.2 All distribution services shall start no earlier than 7 am and end no later than 8 pm Monday through Saturday. No distribution or exchange services shall take place outside of those times unless approved by the Contract Administrator or designee.
- 2.3 The Contractor shall propose an electronic tracking system where TARE can track the progress of cart distribution services. The tracking system shall be web-based and TARE will be provided with access to reports detailing delivery of carts by address each day. The reports shall be as real time as possible. A one-day lag in report data shall be acceptable. The reports shall detail addresses delivered with associated cart size, serial and, if required, RFID tag number.
- 2.4 Contractor will provide a timeline for the complete distribution of both the refuse cart and the recycle cart. The timeline shall be no longer than 90 days beginning April 2, 2012.

EXHIBIT A BID FORM INCLUDING DELIVERY AND PRICING

1. Delivery. If your Bid is accepted and a contract is executed, state the number of days you need to deliver the Goods and/or to begin providing Services:

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in City terminating your contract or canceling the Purchase Order, as well as seeking any other damages to which it may be entitled in law or in equity.

2. Pricing

(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)

Item	Description	Estimate Annual QTY	Unit Cost	Extended Cost
1	Refuse Carts	133,643		
1a.	90 to 100-gallon carts	110,274		
1b.	60 to 70-gallon carts	13,027		
1c.	35 to 48-gallon carts	10,342		
	Recycle Carts	116,274		
1d.	90 to 100-gallon carts	110,460		
1e.	60 to 70-gallon carts	1,103		
1f.	35 to 48-gallon carts	4,651		
2	Assembly, Distribution and Tracking Services	249,917		
TOTAL COST NOT TO EXCEED: (All costs must be included or your Bid will be disqualified)		\$ _____		

Bidder's Company Name _____

Authorized Signature Here ► _____

Printed Name: _____

RETURN THIS ENTIRE BID PACKET