

INVITATION TO BID

Sealed bids for the supply and delivery of refuse containers to the City of Powell, Powell, Wyoming for the City of Powell's sanitation department will be received by the City of Powell at the Administration office, 270 North Clark, Powell, Wyoming, 82435 until 10:00 AM, Tuesday July 11, 2017.

Mailed and hand delivered bids shall have the words “**REFUSE CONTAINERS**” written on the outside of the envelope. The bids will be publicly opened, read and acknowledged at the above hour and date and award will be made as soon thereafter as practicable.

Bids received after the time and date above will be rejected and returned unopened.

Copies of the details, requirements and specifications may be obtained from the Administration office, 270 North Clark, Powell, Wyoming, or on the City of Powell Website www.cityofpowell.com.

The City of Powell reserves the right to reject any or all bids and to waive informality in any bid received.

BY ORDER OF THE CITY OF POWELL



Zane Q. Logan
City Administrator

Publish:	FIRST	Thursday	June 22, 2017
	Second	Thursday	June 29, 2017



270 North Clark Street – Powell, Wyoming 82435
(307) 754-5106 – FAX (307) 754-5385

June 21, 2017

SUBJECT: Refuse Containers

To Whom It May Concern:

This letter is your notification of the City of Powell's intent to request bids for the purpose of purchasing sixty five (65) 300 gallon refuse containers and twenty (20) minimum of 90 gallon refuse containers for its automated sanitation trucks.

Enclosed please find the following documents:

Invitation to Bid
Instructions to Bidders
Bid Specifications
Bid Proposal
Bid Sheet
Contract
Checklist

These forms will enable you to submit a bid for the above mentioned refuse containers. Should you require any additional information, please do not hesitate to contact me at 307-754-6941

I thank you in advance for your interest in the City of Powell.

Sincerely yours,

Darrell Rood
Sanitation Superintendent

Enclosures

CITY OF POWELL, WYOMING

BID PROPOSAL

The undersigned certifies that they have personally examined and read the requirements of the attached Invitation to Bid, Instructions to Bidders, General Conditions, Bid Specifications, the Proposed Contract and this Proposal and thoroughly understand the intent and stipulations therein and hereby proposes to supply and deliver sixty five (65), 300 gallon refuse containers and twenty (20) minimum of 90 gallon refuse containers to the City of Powell for its sanitation department.

Bids received after the time and date of July 11, 2017 10:00 AM will be returned unopened.

All bids will be F. O. B., the City of Powell, Wyoming.

Any variations to the bid specifications must be submitted at the time of the bid opening, in writing, so stating the exceptions. This includes not meeting minimum specifications, or making substitutions deemed by the vendor as being equal or superior to specifications. Vendors will be responsible for satisfying the City regarding substitution. No substitutions will be considered unless approved in writing by the City.

The undersigned supplier certifies that he/she has read the above requirements and has submitted with their bid all information that the City of Powell has required.

Supplier: _____

By: _____
Original Signature

By: _____
Printed/Typed of Signature above

Title: _____

Phone #: _____

CITY OF POWELL, WYOMING

Bid Sheet

We hereby submit the following bid for supplying sixty five (65); 300 gallon refuse containers and twenty (20); minimum 90 gallon containers refuse containers for the City of Powell Sanitation Department. ***Bids will be opened on Tuesday, July 11, 2017.***

Bid for 65, 300 gallon refuse containers. \$ _____

Bid for 20, 90 gallon refuse containers. \$ _____

Total Bid \$ _____

We further include the following information:

1. The containers will be delivered by _____.
2. The above price will be firm for _____ days.
3. The containers have the following warranties: _____

4. Estimated life of containers: _____
5. Variations to the bid specifications: _____

Date

Company

Phone number

Signature

Title

CITY OF POWELL

Bid Checklist

The following items will be required for a qualified bid on the supply and delivery of refuse containers for the City of Powell Sanitation Department. Bid opening date of July 11, 2017 at 10:00 AM, City of Powell finance office, 270 North Clark, Powell, Wyoming.

- _____ 5% bid security in the form of a bond or cashiers check
- _____ Concise breakdown of containers being bid
- _____ Properly executed ***Bid Proposal***
- _____ Properly executed ***Bid Sheets(s)***
- _____ Properly executed ***Bid Checklist***

I have submitted the above referenced forms, as required, with my bid submittal package.

By: _____
Authorized Signature

I thank you in advance for submitting this bid. The City of Powell appreciates the time and effort that you have devoted.

City of Powell

90 Gallon Refuse Containers

Color

Black

Capacity

Shall be a minimum of 90 U. S. liquid gallons

Resin Weight

Shall be a minimum of 43 pounds

Dimensions

Total height - 47 inches
Lid diameter oblong 32 inches by 31 inches wide
Grip diameter - 25½ inches
Bottom diameter - 22½ inches
Ground to hip distance - 28 inches
Loading height - 43 inches

Material Specifications

Shall be cross-linked polyethylene

Identification

All containers shall have molded in the month and year of manufacture and manufacture's identification.

Personalization

Each container shall have molded into the lid the raised letters "CITY OF POWELL"

Finish

Interior surfaces shall be smooth with a high gloss finish

Compressive Force

Each container shall be capable of withstanding a compressive force normally exerted by Powell's automated type refuse truck without permanent damage, deformation or structural failure.

Wheels & Axles

Wheels shall be ten (10) inches in diameter with a width of 2 ½ inches, rotationally molded or injected of the same material as the containers. Axle shall be 5/8 inches in diameter, solid steel, with a galvanized or cadmium plated finish.

City of Powell

300 Gallon Refuse Containers

Color

Black

Capacity

Shall be a minimum of 300 U. S. liquid gallons

Resin Weight

Shall be a minimum of 80 pounds

Dimensions

Total height - 55 $\frac{3}{4}$ inches

Lid diameter - 55 inches

Top diameter - 50 inches

Grip diameter - 42 $\frac{1}{2}$ inches

Bottom diameter - 38 inches

Ground to hip distance - 32 inches

Loading height - 45 $\frac{1}{2}$ inches

Hinges

Shall be molded in six point contact with a $\frac{3}{4}$ " schedule 80 gray P. V. C. pipe acting as a hinge bar, or of any other type that meet equal strength

Identification

All containers shall have molded in the month and year of manufacture and manufacture's identification.

Personalization

Each container shall have molded into the lid the raised letters "CITY OF POWELL"

Finish

Interior surfaces shall be smooth with a high gloss finish

Compressive Force

Each container shall be capable of withstanding a compressive force normally exerted by an automated type refuse truck without permanent damage, deformation or structural failure.

CITY OF POWELL, WYOMING

1.0 INSTRUCTIONS TO BIDDERS

1.1 Purpose

The attached Bid Specifications are submitted to solicit bids from qualified vendors for supplying and delivering sixty five (65), 300 gallon refuse containers and twenty (20) minimum of 90 gallon containers for the City of Powell Sanitation Department.

1.2 Bid Submittal

Sealed bids (using the City of Powell Bid Forms) will be accepted by the finance office, City of Powell, 270 Clark Street, Powell, Wyoming, 82435, until 10:00 AM, Tuesday July 11, 2017. The bids will be publicly opened, read and canvassed on the above hour and date and award made as soon thereafter as practicable. It is the bidder's responsibility alone to ensure delivery of the sealed bids to the hands of the City's finance office prior to the bid opening time stipulated in the Invitation to Bid.

1.3 Preparation of Bid

All bids must be submitted on the required bid form. All blank spaces must be filled in, in ink or typewritten and the bid must be fully completed and executed when submitted. No alterations in the bid or in the printed forms will be acceptable.

2.0 GENERAL CONDITIONS

2.1 Bid Security

All bids must be accompanied by bid security in the form of a certified check, cashier's check or bid bond, payable without conditions to the City of Powell, in the amount of five (5) percent of the amount of bid. The bid security will be retained by the City of Powell as liquidated damages should the successful bidder refuse or fail to enter into contract agreement within ten (10) days from the date of "Notice of Award".

2.2 Right to Reject Bids

The City of Powell reserves the right to reject any or all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the City.

2.3 Wyoming State Preference

Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside of the state (16-6-106).

2.4 Price Protection

Prices quoted in the bid shall be firm prices and not subject to increase during the term of any contractual agreement between the City and Vendor. **All prices are to be F.O.B. point of delivery**, less any federal excise and state sales taxes. Vendors must stipulate the expiration date of quoted prices.

2.0 GENERAL CONDITIONS - continued

2.5 Contract

The contract shall include a date agreed upon by the successful bidder and the City of Powell, as to when the containers shall be delivered. The contract shall include liquidated damages in the amount of \$50.00 per calendar day for failure to deliver the containers within the specified time.

2.6 Variations to the Bid Specifications

Any variations to the bid specifications must be submitted at the time of the bid opening in writing so stating the exceptions. This includes not meeting minimum specifications, or making substitutions deemed by the vendor as being equal or superior to specifications. Vendor will be responsible for satisfying the City regarding substitutions.

3.0 SELECTION PROCESS

3.1 Evaluation

Appropriate city staff will review and evaluate all bids.

3.2 Selection

Following the evaluation process described above, the evaluation staff will present their recommendation to the City Administrator. The City will make all decisions regarding selection and awarding of contract. The decisions of the Mayor and Council will be considered final.

CITY OF POWELL, WYOMING

CONTRACT

Refuse Containers

THIS CONTRACT, made the _____ day of August 2017, by and between the City of Powell of Powell, Wyoming, hereinafter called CITY and _____ hereinafter called SUPPLIER.

1. The SUPPLIER shall sell, transfer and **deliver to CITY no later than 5 weeks after ARO**, sixty five (65) 300 gallon refuse containers and twenty (20) 90 gallon refuse containers as set forth and described in the bid specifications, and in accordance with the specifications attached hereto as Exhibit "A" and incorporated herein by this reference. If said refuse containers are not delivered by the date specified herein, the SUPPLIER shall pay to CITY, as liquidated damages, and not as a penalty the sum of \$50.00 per day for each and every day the SUPPLIER shall be in default, unless CITY grants an extension to the delivery date. SUPPLIER shall not be liable for damages because of fire, flood, strikes, riots, acts of God, or other SUPPLIER delays, or any circumstances or other causes beyond SUPPLIER'S control.
2. Upon acceptance of the above described refuse containers by CITY, CITY shall pay to SUPPLIER the sum of _____ DOLLARS, which SUPPLIER shall receive and accept as full compensation for everything furnished under the contract.
3. The risk of loss from a casualty to the above described refuse cans, regardless of the cause, shall be on SUPPLIER until the refuse cans have been accepted in writing by CITY.
4. SUPPLIER warrants that the refuse cans at the time of delivery shall be free from any security interest or other liens or encumbrances.
5. SUPPLIER specifically extends to CITY all warranties implied by law without exclusion including, but not limited to, implied warranties of merchantability and fitness for particular purpose.
6. The General Conditions, General Requirements, Specifications and Bid Proposal are all essential documents to this Contract and are made a part thereof as if written herein.

7. This Contract has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Wyoming. SUPPLIER hereby specifically agrees to submit to the jurisdiction of the Wyoming courts and submits to said courts having exclusive venue for any litigation, special proceedings or other proceeding as between the parties that may be brought, or arise out of, in connection with or by this Contract.

8. In the event either party resorts to legal action to enforce the terms and provisions of this agreement, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorney fees.

9. The CITY of Powell, its officers, employees, appointees and representatives, do hereby reserve their immunity from tort liability of any kind or nature and nothing herein shall be considered a waiver of immunity as provided by law.

10. Waiver by either party of a breach or violation of any provision of this contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same, or other provision hereof.

11. No modification, alteration, addition or change in the terms hereof shall be binding on either party unless reduced to writing and executed by duly authorized representative of SUPPLIER and CITY.

12. This Contract shall cancel and superseded any and all prior agreements, understandings, arrangements, promises, representations, warranties, and/or any contract of any form or nature whatsoever, whether oral or in writing and whether express or implied, which may have been entered into prior to the execution hereof between the parties, their officers, directors, or employees, as to the subject matter hereof. Neither of the parties hereto has relied upon any oral representations given to it by any representatives of the other. This Contract represents a complete and exclusive statement of the terms of the transaction between CITY and SUPPLIER.

13. This Contract shall inure to the benefits of and be binding upon the legal representatives and successors of the CITY and the SUPPLIER respectively.

14. Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside of the state (16-6-106).

