



Evaluation Committee Meeting Minutes

Town of Lake Park, Florida

Request for Qualifications No. 105-2016

Sanitation Vehicle Refurbishment

Public Works Vehicle No. 50

Wednesday, September 7, 2016 1:00 p.m.

Commission Chamber, Town Hall, 535 Park Avenue

The Evaluation Committee meeting was conducted on Wednesday, September 7, 2016 at 1:00 p.m. Present were Public Works Director David Hunt, Finance Director Blake Rane, Chief Information Technology Officer Hoa Hoang, Vehicle Maintenance Foreman Paul Mathis and Town Clerk Vivian Mendez.

Public Works Director Hunt called the meeting to order at 1:00 p.m. and introduced himself and staff as members of the Evaluation Committee for the Sanitation Vehicle Refurbishment of Public Works Vehicle No. 50. Furthermore, he explained that bids were opened and read aloud on Wednesday, August 24, 2016 at 10:00 a.m. He explained that two bidders submitted for this project, and directed the attention of the Committee Members to page 39 of their packets to review the submittal of Sunbelt Waste Equipment (See Exhibit "A"). He explained that Sunbelt Waste Management acknowledged the submittal of all required documents and that their base bid was \$47,720.75. He directed the attention of the Committee to the submittal of McNeilus Truck & Manufacturing Company. He explained that the submitted bid form was incomplete; he stated, "McNeilus did not submit a Bid Security and Proof of Bonding Capabilities" (See Exhibit "A"). He directed the attention of the Committee to the Schedule of Bid Items submitted by McNeilus; he explained that item numbers three, five and seven were also incomplete. He referenced the Clarifications/Exceptions page submitted by McNeilus and explained its relevance to item number five of the Schedule of Bid Items (See Exhibit "A"). He explained the final page of the packet as a side-by-side comparison of the two submittals and stated, "McNeilus was the low bidder at \$30, 275.00, but I believe this Committee needs to determine if their bid was responsive or not" (See Exhibit "A").

Public Works Director Hunt asked Vehicle Maintenance Foreman Mathis to explain the specification for original Heil parts and asked if he would agree with the clarifications and exceptions of McNeilus (See Exhibit "A"). Vehicle Maintenance Foreman Mathis explained that Heil parts are manufactured in a Heil facility in Huntsville, Alabama and that aftermarket Heil parts are generally manufactured in China or Mexico. He explained that he does not find the aftermarket parts to meet Heil specifications.

Public Works Director Hunt asked Vehicle Maintenance Foreman Mathis if he believed that McNeilus would have had access to the specified Heil part. Vehicle Maintenance Foreman Mathis answered "yes", and explained that everyone would have to purchase their parts through a Heil Dealership or their facility in Huntsville, Alabama. Public Works Director Hunt asked Vehicle Maintenance Foreman Mathis if Heil parts were exclusive to Heil Dealers. Vehicle Maintenance Foreman Mathis answered "no" and explained that anyone could purchase parts directly from Heil.

Public Works Director Hunt asked Chief Information Technology Officer Hoang if he had any comments about the submittal. Chief Information Technology Officer Hoang answered, “No, not at this time”.

Public Works Director Hunt explained that the submittal of McNeilus nonresponsive based on the lack of a Bid Bond, lack of a quote for Schedule of Bid Items, their clarifications and exceptions exclude the use of the specified original equipment, and lack of a quote for miscellaneous body repairs.

Motion: Public Works Director Hunt moved to declare the submittal of McNeilus Truck & Manufacturing as non-responsive; Chief Information Technology Officer Hoang seconded the motion.

Vote on Motion:

Committee Member	Aye	Nay	Other
Committee Member Hunt	X		
Committee Member Mathis	X		
Committee Member Hoang	X		

Motion passed 3-0.

Public Works Director Hunt directed the attention of the Committee to the submittal of Sunbelt Waste Equipment. He suggested that the submittal was responsive, he explained that they submitted all of the required documents; furthermore, they acknowledged receipt of the addendum and provided quotes for alternates (See Exhibit “A”). He asked if the Committee felt comfortable moving forward and providing a recommendation to the Commission based on the bid quote. Vehicle Maintenance Foreman Mathis agreed that the submittal of Sunbelt Waste Equipment was very responsive. Finance Director Rane asked for comments about the quotes of the alternatives provided in the submittal. Vehicle Maintenance Foreman Mathis explained that the alternatives were listed in the bid should a greater issue arise during the completion of the project.

Public Works Director informed the Committee that \$75,000.00 was allocated for the refurbishment of the 2006 and 2009 sanitation trucks.

Motion: Public Works Director Hunt motioned to award Bid No. 105-2016 to Sunbelt Waste Equipment for the amount of \$47,720.27 with 15% contingency; Vehicle Maintenance Foreman Mathis seconded the motion.

Vote on Motion:

Committee Member	Aye	Nay	Other
Committee Member Hunt	X		
Committee Member Mathis	X		
Committee Member Hoang	X		

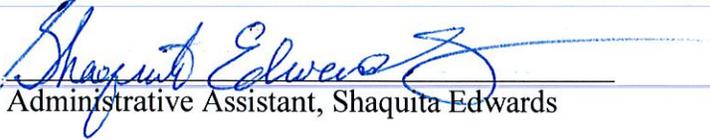
Motion passed 3-0.

Public Works Director Hunt explained that the companies would be notified of the decision made by the Evaluation Committee in response to Bid No. 105-2016. Finance Director Rane asked when the Commission would be informed of the recommendation to

award Bid No. 105-2016 to Sunbelt Waste Equipment. Public Works Director Hunt explained that the item would be placed on the Regular Commission Meeting agenda for October 5, 2016.

ADJOURNMENT

The Evaluation Committee meeting adjourned at 1:30 p.m.


Administrative Assistant, Shaquita Edwards

CONTRACT AGREEMENT INFORMATION

1. COMPETITIVE SEALED BID PROCESS

(a) *Publication of notice.* Public notice of the invitation to bid shall be published in a newspaper of general circulation in the county for a period of time, as determined herein, prior to bid submittal deadline, and posted on the Town of Lake Park official web site. The public notice shall state the place, date, and time of bid opening.

(1) For bids estimated to be from \$25,000.00 or more and expected to be less than \$200,000.00, the public notice of the invitation to bid shall provide a minimum of 21 days for submission of bids.

(b) *Bid submission.* Bids must be submitted in a sealed envelope no later than the time and date set forth as the bid submittal deadline and at the location specified in the invitation to bid. Any bids received later than the bid submittal deadline or at any other location than as specified in the invitation to bid shall not be accepted and shall be returned unopened to the offeror. It shall be the offerors sole responsibility to ensure that its bid reaches the specified place for receipt of bids by the specified deadline. The town shall bear no responsibility for any failure of the U.S. Postal Service, other courier service or town employee to successfully deliver a bid to the designated delivery location. It is noted that offerors shall be allowed to withdraw their bids at any time prior to bid opening.

(1) All bids and accompanying documentation received from offerors in response to an invitation to bid become the property of the town, and will not be returned to the offerors. In the event of a contract award, all documentation produced as part of the contract shall become the exclusive property of the town.

(c) *Bid acceptance and evaluation.* Bids shall be accepted from all qualified offerors except as otherwise provided herein and shall be evaluated based on the requirements set forth in the invitation for bid. **Unsolicited alternates will not be considered.**

The town may, at any time and in its sole discretion, reject all bids and/or re-advertise for bids using the same or different specifications and terms and conditions.

(d) *Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place specified in the invitation to bid. At the time of public opening, the town clerk or designee will officiate at all public bid opening of sealed bids, and shall announce and record the name of each bidder, the amount of each bid and such other relevant information as the town manager deems appropriate.

(e) *Public record.* Upon award recommendation or ten days after opening, bids become public records and shall be subject to public disclosure consistent with F.S. ch. 119.

(1) Contract Requirements:

a. The contractor is required to keep and maintain public records required by the town to perform the service.

b. Upon request from the town's custodian of public records, the contractor must provide the town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in F.S. ch. 119 or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS AT 561.881.3311, vmendez@lakeparkflorida.gov, 535 Park Avenue, Lake Park, FL 33403.

(f) *Cancelling or postponing invitation to bid.* The town manager or finance director may, prior to bid opening, elect to cancel an invitation to bid or postpone the date and/or time of bid submission or opening. In such situations, an addendum will be issued.

(g) *Withdrawal of bids.* An offeror can withdraw its bid up to the time listed for receipt of bids. If an offeror unilaterally withdraws its bid without permission after bid opening, the finance director may suspend the vendor from participating in future bids for up to three years.

(h) *Corrections to bids.* The following shall govern the corrections of information submitted in a bid when the information is a material factor in determining the responsiveness of the bid.

(1) Errors in extension of unit prices or in multiplication, division, addition or subtraction in a bid may be corrected by the finance director or designee prior to award. In such cases, the unit prices bid shall not be changed. When offerors bid in words and in figures on items on the bid sheet and the words and figures do not agree, the words shall govern and the figures shall be disregarded.

(2) Nothing herein is intended to prohibit the acceptance of a voluntary reduction in price from the low offeror after recommendation to award bid to the low offeror, provided such reduction is not conditioned on, or does not result in, the modification or deletion of any specifications or conditions contained in the invitation to bid.

(i) *Standards.* Factors to be considered in determining whether the standard of responsibility for offerors has been met include whether, in the town's determination, an offeror has:

(1) Appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge, and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements as demonstrated by the offerors submitted bid documents.

(2) A satisfactory record of performance on similar projects as set forth by the vendor offerors submitted bid documents and as verified by the town.

(3) A record of integrity that is satisfactory to the town.

(4) Documented that it is legally established to conduct business and to contract with the town.

(j) *Bid Security, Payment Bond, and Performance Bond.*

(1) Bid security shall be required for all competitive sealed bidding contracts. Bid security shall be an original bid bond executed by a surety company admitted and authorized to do business in the State of Florida. Cash, a certificate of deposit, treasurer's check, or a certified cashier's check satisfactory to the town may be tendered in lieu of the bid bond. Bid security shall be in an amount deemed sufficient by the town manager to ensure bid compliance but in no event shall the bid security be less than five percent of the bid amount.

(2) Bids or proposals which are submitted without the required bid security shall be rejected.

- (2) Comprehensive general liability of **\$1,000,000.00, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage**, and a **contractual liability endorsement \$2,000,000.00 aggregate**.
- (3) Business auto liability of **\$1,000,000.00 per occurrence** or combined single limit for bodily injury and property damage liability. This insurance shall be an "any-auto" policy including hired and non-owned auto liability coverage.

The town shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the town shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the submission of the bid documents demonstrating the required coverages shall be submitted with the offerors' bid documents. There shall be a 30 day notification to the town in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies.

All certificates of insurance shall be subject to the town's verification and approval as part of the town's evaluation of the bid or proposal. The town may require the contractor to provide a complete certified copy of the insurance policy(ies). If the contractor includes the installation of machinery and/or equipment into an existing structure, the comprehensive general liability policy must include an endorsement covering same, including installation and transit.

The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the town with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the contractor and the town, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

(l) Tie bids. If two or more offerors are tied, the tie may be broken and the successful offeror selected by the following criteria presented in order of importance and consideration:

- (1) Quality of the items or services bid if such quality is ascertainable.
- (2) Delivery time if provided in the bids by the offerors.
- (3) If it is impossible with any reasonableness to determine if any of the above criteria have been met, or if application of the above criteria do not resolve the issue, the award will be given to that bidder offeror whose bid was received earliest in time by the town as indicated by the time clock stamp impressed upon the bid envelope of each offeror.

(m) Bid award. Award will ordinarily be made to the lowest responsive and responsible-offeror whose bid meets the requirements and criteria set forth in the invitation for bids. Notice of intent to award, along with a tabulation of the bid/proposal results, shall be posted by the town clerk on the town's official website five business days prior to the commission award. All offerors, or contractors affected by the proposed award of contract will also be notified by the town clerk at the time of posting, via telefax or other means, of the intended award. The award shall be effective upon approval by the town commission and upon issuance of a purchase order, execution of a

contract, or written notice of award by the finance director or town manager. The town may reject any bid prior to such issuance. In the event only one bid is received, the town may award to the sole offeror if the bid is deemed to be reasonable and in the best interests of the town or to request new bids. In the event all bids exceed budgeted funds, the finance director, with direction of the town manager, in cooperation with the department director of the originating department, is authorized, when time or economic considerations preclude re-solicitation to negotiate an adjustment of the bid price and/or bid specifications with the low responsive and responsible-offeror in order to bring the bid within the amount of budgeted funds.

(n) Rejection or award of bids.

(1) The town reserves the right to accept or reject any and all bids and/or to make award to the lowest responsive and responsible offeror whose bid meets the requirements and criteria set forth in the invitation for bid and whose award will, in the opinion of the town, be in the best interest of and most advantageous to the town.

- (2) Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective offeror has provided:
- a. Appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge, and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements as demonstrated by the offeror in the bid documents;
 - b. A satisfactory record of performance on similar projects as specifically set forth in the bid submitted by the offeror and verified by the town;
 - c. A record of integrity that is satisfactory to the town;
 - d. Documentation that the offeror is a legally established business entity, is in good standing, and is able to conduct business in the state of Florida and to contract with the town;
 - e. A summary of any and the identification of all parties pertaining to all litigation which the offeror has been a party over the past five years; and
 - f. All necessary information in connection with the inquiry concerning responsibility including but not limited to any current licenses, permits, insurance, or official documentation of its legal status.

The offeror shall supply the above information or documentation to the town as part of the bid documents it submits to the town pursuant to the town's invitation to bid. If an offeror fails to supply such information the town shall consider the bid documents submitted to be not responsive to the invitation to bid and find the offeror nonresponsive.

(o) Changes and amendments. The finance director and/or town manager may authorize changes/amendments for construction, and goods and/or services within the overall scope of the project or procurement pursuant to § 2(10) of Chapter 2, Article III, § 2-82 pertaining to the purchasing authority of the town manager. If the amendment/change order exceeds the maximum amounts herein, the amount of the amendment/change order must be approved by the town commission. If the change is outside the scope of the original project or procurement as determined by the finance director and/or town manager, a new invitation to bid must be issued, unless an emergency or sole source situation exists. Should an emergency or sole source situation exist, a new contract with the existing contractor may be negotiated and presented to the town commission for approval, provided such contractor is qualified and available to perform on the new project, or is capable of securing the services of a qualified subcontractor. Extensions of time frames for completion of contracts may be authorized by the finance director and/or town manager.

INSTRUCTIONS TO OFFERORS

1. PREPARATION OF BIDS

- A. Bids shall be submitted in in triplicate, one ORIGINAL and two copies, in the form(s) provided, and must be signed by the offeror or its authorized representative. Bids will be completed in ink (preferably typed), and signed in BLUE ink by an officer and/or owner of the business possessing the required authority. The bid will include all information requested.

Should any information requested not be provided or if the bid should be received unsigned on the bidding sheet ('BID FORM'), it will be considered non-responsive and subject to rejection.

Any corrections made to entries on any bid form(s) shall be initialed where changed by the person signing the bid in BLUE ink.

- B. Offerors must quote on all items appearing on the bid form(s) unless specific directions in the advertisement, on the bid form(s), or the specific provisions allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, offerors shall insert the words 'No Bid' where appropriate.
- C. A complete list of all subcontractors to be used for this project shall be submitted with the proposal. These subcontractors shall not be changed after the opening of bids without the written approval of the Town of Lake Park. The town reserves the right to reject any subcontractor and require replacement with an approved subcontractor.

2. FORM

The page attached at the end of this section demonstrates the Agreement to be executed between the Town and the Contractor for this project. This Agreement formally incorporates the bid document and the Contractor's bid into the Construction Contract.

3. GENERAL CONDITIONS

Where any portion of any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

4. CONTRACT TERMS

The contract shall include, but not be limited to, the following:

- A) All terms, conditions, plans, and specifications of this bid.

8. **SURVIVORSHIP OF BENEFITS**

This contract shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

9. **ADDENDA - CHANGES WHILE PREPARING BID**

It is the responsibility of all offerors to ascertain whether addenda have been issued pertinent to this Request for Bids prior to submitting their bid by contacting the Town of Lake Park, TOWN CLERK at 561.881.3311.

Failure to acknowledge all Addenda may result in rejection of your bid as non-responsive.

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any offeror orally. Every request for such interpretation should be in writing (email preferred) and must be received by the Town Clerk at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be faxed or transmitted via email, to all companies known to have received a copy of the Invitation for Bid. Failure of any offeror to receive any such addendum shall not relieve any offeror from any obligations under his/her bid as submitted. All addenda so issued shall become part of the original bid document.

Questions pertaining to the specifications and/or any issues relating to the bid should not be directed to any department other than that of the Town Clerk. Should the offeror acquire information from any source other than the Town Clerk and decide to use that information in the bid response, the offeror does so at its own risk.

10. **BIDDERS SUBMITTING MORE THAN ONE BID**

Multiple bids submitted by a single Bidder shall not be accepted, unless said additional bids are identified as 'Alternates'. The Town may accept or reject 'Alternate' bids, in its best interest. Please annotate the words: **ALTERNATE BID** on the sealed envelope which contains the alternate bid. If multiple bids from the same Bidder are received and there is no distinguishing markings indicating which the "alternate" bid is, then the first bid opened will be considered as the main bid.

This provision shall NOT prohibit subcontractors or suppliers from submitting quotes to several potential Bidders.

11. **REJECTION OF BIDS**

The Town reserves the right to reject any and all bids.

The process for bid rejection shall comply with the terms and conditions detailed above in CONTRACT AGREEMENT INFORMATION, 1. COMPETITIVE SEALED BID PROCESS, (n) *Rejection or award of bids.*

Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditional or unauthorized alternate bids, or irregularities of any kind. Additionally, if the Invitation for Bid calls for unit prices, the bid may be rejected if the unit prices reflected on the Bid Form are in excess of or below the reasonable cost analysis values, or if lump sum, bids may be rejected which are significantly greater or lesser than the engineering estimate for the project. The owner reserves the right to waive any informality in bids, at its discretion.

12. AWARD OF CONTRACT

The award of the contract shall comply with the terms and conditions detailed above in CONTRACT AGREEMENT INFORMATION, 1. COMPETITIVE SEALED BID PROCESS, (m) Bid award.

- A. If the Town chooses to award a contract, it will be to the lowest responsive and responsible offeror based on the base bid, or in the opinion of the Town, to the company whose bid is most advantageous, and provides the best value. The TOWN OF LAKE PARK reserves the right to take into consideration the financial responsibility of the offeror, proven skill, experience, adequacy of personnel and equipment and facilities, previous satisfactory performance, current and projected workload and other factors which may have a direct effect on the completion of the project.
- B. In case of error in the extension of prices, if unit prices are called for in the bid, the unit bid price shall govern.
- C. If a recommendation of award is made, and the recommended company is unable to provide the required bonds, or any other contract document, or if the recommended company fails in the determination of the town, to work in good faith toward expeditiously meeting the town's pre-construction requirements, then the town reserves the right to cancel the recommendation, and recommend the next-lowest offeror, or that offeror, which in the sole determination of the town, offers the town the next-best value and/or the most advantageous opportunity to construct the project.

13. PROTEST PROCEDURE

Protests may only be filed by a firm which has submitted a timely bid. Any actual or prospective offeror that is allegedly aggrieved in connection with the solicitation or pending award of a contract may protest to the town's finance director.

The process for protesting bid solicitations and awards shall comply with the terms and conditions detailed above in CONTRACT AGREEMENT INFORMATION, 1. COMPETITIVE SEALED BID PROCESS, (p) Protested solicitations and awards.

Notice: A written notice (e.g., letter, etc.) that a bid protest will be filed must be submitted to the office of the finance director no later than 5:00 p.m. Eastern Time, three business

Recommendation of Award. In case of failure on the part of the contractor to comply as required, the bid security (or Bid Bond) accompanying the bid, will be forfeited to the town. Award may then be made to the next lowest responsible and responsive offeror, or the work may be re-solicited, at the town's option.

20. SUBLETTING OR ASSIGNING CONTRACT

All awards will be made with the understanding that the work will be performed by the contractor to whom the award is made, with the assistance of workmen under its immediate superintendence, and the contract shall not be sublet to another contractor except with the prior written consent of the TOWN OF LAKE PARK. In no event will the contractor be released from responsibility.

21. CONTRACTOR'S RESPONSIBILITIES

The Contract Documents are intended to communicate the nature of the design, concept and scope of the work. The Contractor shall be responsible for the construction and coordination of the parts and all systems shall be complete, compatible and fully functional without additional costs.

22. MANNER OF PERFORMANCE

Contractor agrees to perform its duties and obligations under this contract in a professional and workmanlike manner, in accordance with all applicable local, federal and state laws, rules, and regulations. Contractor agrees that the services provided under this contract shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish the town with any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Contractor further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Contractor to comply with this paragraph shall constitute a material breach of this contract.

23. MATERIAL QUALITY & BRAND NAMES

(1) All items used in the manufacture or construction of any supplies, material or equipment covered by the bid shall be new, not used, or remanufactured. The item(s) bid or the components of the item(s) bid shall be of the best quality and highest grade workmanship unless otherwise specified herein.

(2) Whenever proprietary names are specified, whether or not followed by the words "or equal" it shall be subject to equals as approved and accepted as "equal" by the owner, as it shall be the owners' prerogative to select which products/materials meeting specifications from the information furnished by the prospective offeror, to produce the low bid or best value to the town.

Prospective offerors requesting consideration for an “or equal” approval shall submit a written request to the Town Clerk six (6) business days prior to the day of the bid opening.

24. GUARANTEE

Offeror guarantees that it will use only technically qualified individuals in the performance of this contract, and will perform the services in a workmanlike manner. Further, offeror certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. Offeror certifies that it’s insurance carrier, as reflected on any certificates of insurance submitted with its bid, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed.

25. CONTRACT TIME

The contract shall be completed and invoiced by _____, 2016.

The time for completion of the contract shall be forty-five (45) calendar days.

Once the contract start date is established, and a Notice to Proceed has been issued, the contract will be considered in-process as of the start date, and the count as to the number of days for completion of the project, will have commenced. Any extension to the number of days agreed to in advance (as reflected on the bid form), and commencing on the start date referenced in the Notice to Proceed, must be requested by the Contractor to the authorized agent for the Town. The Town must agree to the extension, or liquidated damages may commence.

26. LIQUIDATED DAMAGES

The Contractor shall pay to the town, as damages for non-completion of the work within the time stipulated for its completion, **twenty-five dollars (\$25.00)** for each and every calendar day exceeding the stipulated time of completion. This sum is hereby agreed upon, fixed, and determined by the parties hereto as liquidated damages that the Town will suffer by reason of such default and not by way of penalty. The Town is hereby authorized to deduct any liquidated damages from payments due to the Contractor. The calculation of the number of days the contractor has worked on the project will begin on the latter of the day a permit is approved and issued to the contractor, or the start date as agreed at the designated pre-construction meeting. From that day, the number of calendar days as shown on the contractor’s submitted bid form will be added, creating a firm end date. Any work performed beyond the end date is subject to the assessment of liquidated damages (**\$25 for each calendar day**), unless an appropriate extension is requested and approved by the Town in writing.

SCOPE OF WORK

SANITATION VEHICLE REFURBISHMENT PUBLIC WORKS VEHICLE NO. 50 TOWN OF LAKE PARK

The work shall generally consist of refurbishing the HEIL DuraPack Python body (mounted on a 2009, Autocar WX64 chassis) including, but not limited to, structural repairs including the replacement of the Python grabber arm assembly, grabber, and grabber bands (using Only HEIL O.E.M. parts), repair/replacement of hydraulic system controls, hydraulic pump, cylinders, and hoses, inspection and repair of electrical wiring and components, along with miscellaneous body repairs, body work, and cab and body paint job.

**SIX MONTHS PARTS AND LABOR WARRANTY ON ALL REPAIR OR REBUILD ITEMS
ONE YEAR PARTS AND LABOR WARRANTY ON ALL NEW REPLACEMENT PARTS**

SPECIFICALLY:

HYDRAULIC SYSTEM CONTROLS (See Schedule of Bid Items No. 3)

- Reseal Hydraulic Main Body Valves and Replace all Pneumatic Valves
- Replace all Main Valve Pneumatic Lines
- Inspect and Repair PLC System ensuring all functions work properly; Provide 'Alternate' quote if PLC System needs Replacement
- Replace all Hydraulic System Filters
- Replace Hydraulic Oil and Flush Hydraulic Tank
- Replace Hydraulic Tank Sight Gage

PUMP AND HYDRAULIC WELDMENTS (See Schedule of Bid Items No. 4)

- Replace Hydraulic Pump and Supply Hoses to Pump and Main Valves
- Rebuild Packer Cylinders and Replace all Hoses
- Replace Tailgate Lock Cylinders and Tailgate Lock Bushings
- Rebuild Tailgate Cylinders and Replace all Hoses
- Replace Hoses on Body Lift Cylinders

BODY STRUCTURAL REPAIR (See Schedule of Bid Items No. 5)

- Replace Python Grabber Arm Assembly using ONLY HEIL O.E.M. Parts; Install new Mounting Bolts
- Replace Grabber Assemblies and Install new Grabber Bands using ONLY HEIL O.E.M. Parts
- Rebuild Packer Blade
- Inspect and Repair Follower Panel; Provide 'Alternate' quote if Follower Panel needs Replacement
- Replace Packer Blade Cylinder Pins and Bushings
- Replace Packer Blade Shoes and Replace Packer Blade Tracks (I.e., Rails)

MISCELLANEOUS BODY REPAIRS (See Schedule of Bid Items No. 6)

- Install New Tool Box on Tailgate ICC Bumper
- Replace Tailgate Seal
- Replace both Sump Door Seals
- Replace Tailgate and Hopper Camera Cables

BODY WIRING and ELECTRICAL COMPONENTS (See Schedule of Bid Items No.'s 7a., 7b., 7c., & 7d.)

- Inspect and Repair Body Wiring to all Body Mounted Lamps; Provide Lump Sum Cost for Five (5) Hours on Task; Provide Hourly Rate for Any Hours Worked over Five (5) – **Advanced Written Approval from town Required before Proceeding**
- Replace Body Mounted Lamps and/or bulbs as needed; Provide Unit Price for One (1) Lamp, installed
- Inspect and Repair Body Wiring to all Body Mounted Proximity Switches; Provide Lump Sum Cost for Four (4) Hours on Task; Provide Hourly Rate for Any Hours Worked over Four (4) – **Advanced Written Approval from town Required before Proceeding**
- Replace Body Mounted Proximity Switches as needed; Provide Unit Price for One (1) Switch, installed

PAINT and BODY WORK (See Schedule of Bid Items No. 8)

- Chassis Cab is to be Prepped for Paint; Prime Repairs made to Body Damage and Rust Removal
- Cab to be Painted with Factory Color (White) Base Coat/Clear Coat
- Sideloader Body to be Prepped for Paint; Prime Repairs made to Body Damage and Rust Removal
- Paint Body (Note Color Change to Blue: DuPont™ Imron (or equal) Color Code – NO441NA); Color Change Requires Two Coats of Base with One Clear Coat.
- Apply town Decal Package; Town to provide material

The contract shall be completed and invoiced by: _____, 2016.

Questions/Clarifications to the Scope of Work will be discussed at the Pre-Bid Meeting. No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any offeror orally. Every request for such interpretation should be in writing (email preferred) and must be received by the Town Clerk at least five (5) business days prior to the date fixed for the opening of bids. (Per “Instructions to Offerors”, paragraph 9.)

TECHNICAL SPECIFICATIONS

All required bid items are described in the Scope of Work and the Schedule of Bid Items and may be further clarified in any Addenda issued. Offerors are encouraged to view the vehicle so that its condition is known and considered.

Questions/Clarifications to these Technical Specifications will be discussed at the Pre-Bid Meeting. No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any offeror orally. Every request for such interpretation should be in writing (email preferred) and must be received by the Town Clerk at least five (5) business days prior to the date fixed for the opening of bids. (Per "Instructions to Offerors", paragraph 9.)

BID FORM

**SANITATION VEHICLE REFURBISHMENT
PUBLIC WORKS VEHICLE NO. 50
TOWN OF LAKE PARK**

Bid No. 105-2016

Instructions: Remove this and all following pages, complete and execute, and submit in duplicate (1 Original and 2 copies) with your bid package (which includes drawings, offerors understanding, agreement information, instructions to offerors, scope of work, and technical specifications).

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BASE BID** for this project is:

Forty seven thousand seven hundred twenty dollars ^{75/100} (\$ 47,720.75)

Completion: All work must be completed by _____, 2016. Work will be performed at contractor's or their sub-contractor's facility. Town will deliver and pick up vehicle at the contractor's facility.

Required documents attached? – (1 Original and 2 copies):

(Yes or No)

- | | |
|--|------------|
| - Bid Form (signed) | <u>yes</u> |
| - Schedule of Bid Items | <u>yes</u> |
| - Acknowledge Addenda No.(‘s)___ (if issued) | <u>yes</u> |
| - Clarifications/Exceptions | <u>yes</u> |
| - Bid Security and Proof of Bonding Capabilities | <u>yes</u> |
| - Proof of Existing Insurance Coverage | <u>yes</u> |
| - List of References | <u>yes</u> |
| - Licenses (copies of applicable licenses) | <u>yes</u> |
| - List of Subcontractors and Prime Vendors | <u>yes</u> |
| - Drug Free Workplace Certification | <u>yes</u> |
| - Sworn Statement on Public Entity Crimes | <u>yes</u> |
| - Anti-kickback Affidavit | <u>yes</u> |
| - Certification of Non-segregated Facilities | <u>yes</u> |

NAME OF FIRM: Sunbelt Waste Equipment

ADDRESS: 2201 NW 22 Street
Pompano Beach, FL 33069

PHONE #: 561-274-8505 FAX #: 561-274-8506

E-MAIL: mickeychavez@Sunbeltwaste.com

AUTHORIZED SIGNATURE: 

NAME & TITLE (TYPED or PRINTED): Mickey Chavez President

**REQUEST FOR PROPOSAL
COMPETITIVE SEALED BID**

**TITLE: SANITATION VEHICLE REFURBISHMENT
PUBLIC WORKS VEHICLE NO. 50
HEIL DuraPack Python on a 2009, Autocar WX64**

BID DUE DATE: AUGUST 24, 2016 at 10:00 a.m.

CONTACT PERSON WITH TOWN: David Hunt, Public Works Director Tel. 561.881.3345

Please bid the following consistent with the Technical Specifications and information contained in the "List of Drawings" documents.

SCHEDULE OF BID ITEMS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
1.	<u>INDEMNIFICATION</u>	1	Job	\$100.00	\$ 100.00
2.	<u>GENERAL CONDITIONS</u>	1	Job	L.S.	475. ⁰⁰
3.	<u>HYDRAULIC SYSTEM CONTROLS</u> <u>Note:</u> Provide 'Alternate' quote (see below) if PLC System needs Replacement	1	Job	L.S.	5230. ⁰⁰
4.	<u>PUMP AND HYDRAULIC WELDMENTS</u>	1	Job	L.S.	5480. ⁰⁰
5.	<u>BODY STRUCTURAL REPAIR</u> Use <u>only</u> HEIL O.E.M. parts for grabber, grabber arm assembly, and grabber bands <u>Note:</u> Provide 'Alternate' quote (see below) if Follower Panel needs Replacement	1	Job	L.S.	\$ 26,208. ⁰⁰
6.	<u>MISCELLANEOUS BODY REPAIRS</u>	1	Job	L.S.	2,210. ⁰⁰
7.	<u>BODY WIRING and ELECTRICAL COMPONENTS</u>				
7a.	Inspect and Repair Body Wiring to all Body Mounted Lamps; Insert hourly rate for task. This hourly rate shall be used for any time spent over the base bid of five hours. (Advanced Written Approval from town Required for additional hours)	5	Hours	\$98. ⁰⁰ Per hour	490. ⁰⁰
7b.	Replace Body Mounted Lamps and/or bulbs as needed; Provide Unit Price for One (1) Lamp, installed	T.B.D.	Ea.	\$26. ⁰⁰	

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
7c.	Inspect and Repair Body Wiring to all Body Mounted Proximity Switches; Insert hourly rate for task. This hourly rate shall be used for any time spent over the base bid of four hours. (Advanced Written Approval from town Required for additional hours)	4	Hours	98 ⁰⁰ Per hour	392 ⁰⁰
7d.	Replace Body Mounted Proximity Switches as needed; Provide Unit Price for One (1) Switch, installed -OEM	T.B.D.	Ea.	\$ 191 ⁰⁰	
8.	<u>PAINT and BODY WORK</u> *INCLUDES ALL FACTORY Decals	1	Job	L.S. \$	7135.75
	<u>TOTAL BASE BID: ITEMS 1 THRU 8</u> (Do not include Items 7b. or 7d. in base bid)	1	Job	L.S. \$	47,720.75
9.	<u>CONTINGENCY</u>	15%	Base-Bid Subtotal		

Written Amount Forty seven thousand seven hundred twenty dollars 75/100

- SIX MONTHS PARTS AND LABOR WARRANTY ON ALL REPAIR OR REBUILD ITEMS
- ONE YEAR PARTS AND LABOR WARRANTY ON ALL NEW REPLACEMENT PARTS

ALTERNATE I:	Replace PLC System (Labor & Material)	ADD	\$ 3,195 ⁰⁰
ALTERNATE II:	Replace Follower Panel (Labor & Material)	ADD	\$ 3,565 ⁰⁰

NOTE: Alternate prices should reflect a credit for Rebuild costs embedded in Lump Sums provided in BASE BID ITEM No.'s 3. & 5. above.

Submitted by: [Signature] Title: President
Signature of Firm's Representative

Name of Firm: Sunbelt Waste Equipment

FAILURE TO ADDRESS ALL BID ITEMS MAY RESULT IN REJECTION OF BID.
AWARD OF CONTRACT WILL BE BASED ON THE LOWEST RESPONSIVE BASE BID
Note: Bid Bond amount is to be based on 5% of the Base Bid.

BID FORM

**SANITATION VEHICLE REFURBISHMENT
PUBLIC WORKS VEHICLE NO. 50
TOWN OF LAKE PARK**

Bid No. 105-2016

Instructions: Remove this and all following pages, complete and execute, and submit in duplicate (1 Original and 2 copies) with your bid package (which includes drawings, offerors understanding, agreement information, instructions to offerors, scope of work, and technical specifications).

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BASE BID** for this project is: _____ (\$ _____)

Completion: All work must be completed by _____, 2016. Work will be performed at contractor's or their sub-contractor's facility. Town will deliver and pick up vehicle at the contractor's facility.

Required documents attached? – (1 Original and 2 copies):	(Yes or No)
- Bid Form (signed)	<u>Yes</u>
- Schedule of Bid Items	<u>Yes</u>
- Acknowledge Addenda No.('s)____ (if issued)	<u>Yes</u>
- Clarifications/Exceptions	<u>Yes</u>
- Bid Security and Proof of Bonding Capabilities	<u>Yes</u>
- Proof of Existing Insurance Coverage	<u>Yes</u>
- List of References	<u>Yes</u>
- Licenses (copies of applicable licenses)	<u>Yes</u>
- List of Subcontractors and Prime Vendors	<u>Yes</u>
- Drug Free Workplace Certification	<u>Yes</u>
- Sworn Statement on Public Entity Crimes	<u>Yes</u>
- Anti-kickback Affidavit	<u>Yes</u>
- Certification of Non-segregated Facilities	<u>Yes</u>

NAME OF FIRM: McNeilus Financial Inc. dba McNeilus Truck & Manufacturing Co.

ADDRESS: 1700 NW 33rd Street
Pompano Beach, Florida 33064

PHONE #: 678-673-9485 FAX #: 954-933-1839

E-MAIL: sinman@mcneilusco.com

AUTHORIZED SIGNATURE: 

NAME & TITLE (TYPED or PRINTED): Tyler Lerman-Municipal Coordinator

**REQUEST FOR PROPOSAL
COMPETITIVE SEALED BID**

**TITLE: SANITATION VEHICLE REFURBISHMENT
PUBLIC WORKS VEHICLE NO. 50
HEIL DuraPack Python on a 2009, Autocar WX64**

BID DUE DATE: AUGUST 24, 2016 at 10:00 a.m.

CONTACT PERSON WITH TOWN: David Hunt, Public Works Director Tel. 561.881.3345

Please bid the following consistent with the Technical Specifications and information contained in the "List of Drawings" documents.

SCHEDULE OF BID ITEMS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
1.	<u>INDEMNIFICATION</u>	1	Job	\$100.00	\$ 100.00
2.	<u>GENERAL CONDITIONS</u>	1	Job	L.S.	N/A
3.	<u>HYDRAULIC SYSTEM CONTROLS</u> <u>Note:</u> Provide 'Alternate' quote (see below) if PLC System needs Replacement	1	Job	L.S.	N/A
4.	<u>PUMP AND HYDRAULIC WELDMENTS</u>	1	Job	L.S.	\$3,525.00
5.	<u>BODY STRUCTURAL REPAIR</u> Use <u>only</u> HEIL O.E.M. parts for grabber, grabber arm assembly, and grabber bands <u>Note:</u> Provide 'Alternate' quote (see below) if Follower Panel needs Replacement	1	Job	L.S.	\$19,825.00
6.	<u>MISCELLANEOUS BODY REPAIRS</u>	1	Job	L.S.	N/A
7.	<u>BODY WIRING and ELECTRICAL COMPONENTS</u>				
7a.	Inspect and Repair Body Wiring to all Body Mounted Lamps; Insert hourly rate for task. This hourly rate shall be used for any time spent over the base bid of five hours. (Advanced Written Approval from town Required for additional hours)	5	Hours	\$75.00 Per hour	\$375.00
7b.	Replace Body Mounted Lamps and/or bulbs as needed; Provide Unit Price for One (1) Lamp, installed	T.B.D.	Ea.		

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
7c.	Inspect and Repair Body Wiring to all Body Mounted Proximity Switches; Insert hourly rate for task. This hourly rate shall be used for any time spent over the base bid of four hours. (Advanced Written Approval from town Required for additional hours)	4	Hours	\$75.00 Per hour	\$300.00
7d.	Replace Body Mounted Proximity Switches as needed; Provide Unit Price for One (1) Switch, installed	T.B.D.	Ea.	\$75.00	
8.	<u>PAINT and BODY WORK</u>	1	Job	L.S.	\$6,250.00
	<u>TOTAL BASE BID: ITEMS 1 THRU 8</u> (Do not include Items 7b. or 7d. in base bid)	1	Job	L.S.	\$ 30,275.00
9.	<u>CONTINGENCY</u>	15%	Base-Bid Subtotal		

Written Amount _____

- SIX MONTHS PARTS AND LABOR WARRANTY ON ALL REPAIR OR REBUILD ITEMS
- ONE YEAR PARTS AND LABOR WARRANTY ON ALL NEW REPLACEMENT PARTS

ALTERNATE I:	Replace PLC System (Labor & Material)	ADD	\$ 3,200.00
ALTERNATE II:	Replace Follower Panel (Labor & Material)	ADD	\$ 2,500.00

NOTE: Alternate prices should reflect a credit for Rebuild costs embedded in Lump Sums provided in BASE BID ITEM No.'s 3. & 5. above.

Submitted by:  Title: Municipal Coordinator
Signature of Firm's Representative

Name of Firm: McNeilus Financial dba McNeilus Truck & Manufacturing Co.

FAILURE TO ADDRESS ALL BID ITEMS MAY RESULT IN REJECTION OF BID.
AWARD OF CONTRACT WILL BE BASED ON THE LOWEST RESPONSIVE BASE BID
Note: Bid Bond amount is to be based on 5% of the Base Bid.

CLARIFICATIONS/EXCEPTIONS

Please list any clarifications of your bid in this section, as well as any exceptions you may have.

McNeilus Truck & Manufacturing receives it's Heil parts from a vendor not from Heil factory direct, these parts are aftermarket parts and are sufficient in making repairs to Heil brand trucks as we use them throughout out 27 service branch locations.

