

YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

ADDENDUM 1

Date: March 13, 2009

Bid #: **SWA 09-18/JP**

Title: **95 GALLON SEMI-AUTOMATED RECYCLING CONTAINERS**

RETURN DATE: April 16, 2009, before 2:00 PM

Note: All replacement pages are included.

Page STC – 3 Item 42 WARRANTY Pp 3

Now Reads:

Container or component failures during the warranty period shall constitute failure of the container, and require replacement with a new and complete container (including shipping and assembly), at no cost to the Solid Waste Authority. The determination of failure will be at the sole discretion of the Solid Waste Authority.

Change to read:

Container or component failure during the warranty period shall require replacement with a new component(s) if the failure is solely with the component and with a complete container (including shipping and assembly) if the failure is in the body of the container, at no cost to the Solid Waste Authority. The determination of failure will be at the sole discretion of the Solid Waste Authority.

Page TEC – 2 1.7 WHEELS

Now Reads:

Wheels shall be appropriately sized and should not hinder any of the gripper components operation. All wheels must be a durable snap on style. Wheels must be constructed in such manner as to make a container holding 200 lbs. readily mobile. Preference will be give to bidder that supplies containers with wheels already attached to container body.

Change to Read:

Wheels shall be appropriately sized and should not hinder any of the gripper components operation. All wheels must be a durable snap on style. Wheels must be constructed in such manner as to make a container holding 200 lbs. readily mobile.

Page TEC-3 2.5, 2.6 DELETE both paragraphs

Page TEC-4 3.4 DELETE paragraph

Page TEC-5 ADD:

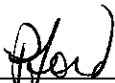
5.3 ASSEMBLY

Containers to be delivered with a minimum of lids and grab bars attached.



FAILURE TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND RETURN WITH SIGNATURE MAY RESULT IN REJECTION OF YOUR BID.

Signature



Philip Ford, CPPB
Purchasing Supervisor

Company

Title



Saundra L. Brady, CPPB
Director of Purchasing

Date

Bidder expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. All warranties shall survive acceptance and payment by the Solid Waste Authority.

Container or component failure during the warranty period shall require replacement with a new component(s) if the failure is solely with the component and with a complete container (including shipping and assembly) if the failure is in the body of the container, at no cost to the Solid Waste Authority. The determination of failure will be at the sole discretion of the Solid Waste Authority.

The Contractor will have an opportunity to replace defective containers within 30 days of written notice of defects.

4.5 Defective containers which are replaced under warranty provisions shall be replaced as complete containers, i.e., with lids, hardware, wheels, etc.

A defective container is any container, including any component part that:

- Does not continuously perform in the intended manner as set forth in the bid specifications (including smooth maneuverability).
- Does not comply with the minimum design requirements of the bid specifications.
- Does not continuously perform in the intended manner within the warranty period.

Such container(s) shall then be considered to be defective in material, workmanship, and/or design and shall be covered by the terms of this warranty specification. Any defective container shall be replaced at no cost to the Solid Waste Authority. All costs associated with the replacement of such defective containers shall be borne by the Contractor. In the event that containers or any component parts have been manufactured or supplied to the Contractor by a subcontractor or assembled or delivered by a subcontractor, the Solid Waste Authority shall consider the Contractor as the manufacturer regarding product liability.

Contractor shall not be responsible for loss, damage or destruction caused by fire, vandalism or theft after the containers have been delivered and accepted.

Contractor agrees that if defective containers are not reclaimed by the Contractor within fourteen (14) calendar days, defective containers shall become property of the Solid Waste Authority.

43 MEASUREMENTS

Customary measurements appearing in these specifications are not intended to preclude bid for commodities with metric measurements. If bids are based on equivalent products, indicate on the bid, cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The Authority reserves the right to determine acceptance of items(s) as an approved equivalent. Bids, which do not comply with the requirements herein, are subject to rejection. Bids lacking any written indication of intent to bid an alternate will be received and considered to be in complete compliance with the specifications as stated on the Bid Form. The Authority is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction.

design shall assure that the lid is durable and rigid. Lids shall fully open at a minimum of approximately 270 degrees. The lid must operate smoothly and not be a safety hazard, or potential maintenance problem. When closed, the lid must prevent entry of rain without latches. Lids will be hot stamped or otherwise have permanently affixed information. Containers should not have lids molded as part of the base. Preference will be given to bidder that supplies containers with lids attached to container body.

1.6 HANDLE

Each container should have a horizontal handle or handles to provide comfortable gripping areas for pulling or pushing the container. The handle should be molded into the body, and shall only expose plastic surfaces to the hands of the user. The distance between the handle and the container should allow for large hands. Handles should not be molded into the lid or mounted with rivets.

1.7 WHEELS

Wheels shall be appropriately sized and should not hinder any of the gripper components operation. All wheels must be a durable snap on style. Wheels must be constructed in such manner as to make a container holding 200 lbs. readily mobile.

1.8 AXLE SHAFT

The axle shall be capable of supporting a container holding 200 lbs. Bolt on, molded slots, or "press-in" axle attachment methods are not desirable. Axle attachments that create holes into the body of the container are also undesirable.

1.9 COLOR

Bidder shall provide containers in yellow and blue. Bidder shall provide color chips with bid submittal. Final color must be approved by the Solid Waste Authority.

Color shall not be streaked in the finished product and shall be non-fading throughout the warranty period. The container should contain no more than 1% pigment by weight.

1.10 IDENTIFICATION

HOT STAMPS

- The recycling logo shall be hot stamped on both sides of container.
- Arrows (logo) are to be a minimum 4-1/4" high x 4-1/4" wide.
- Letters shall be a minimum 1" high.
- Recyclable items to be hot stamped on lids (See sample artwork attachment).
- Blue containers to be hot stamped in white.
- Yellow containers to be hot stamped in black.

Hot stamp specification may be changed at the request of the Authority with only the additional cost of the new stamp(s) passed on to the Authority. Additional hot stamp charges shall not exceed \$500.00 each.

Designs and wording will be provided by the Solid Waste Authority and are subject to change at any time. See **ATTACHMENTS** for sample artwork. In order to facilitate inventory control, the body shall have a sequential serial number molded, branded, or hot stamped into its front. Digits shall be a minimum of 2" high and shall be painted in white. The first character will be an identifier of year (mmyy) of manufacture, with the remaining 5 characters being the sequential order of production. The Solid Waste Authority will provide the starting number.

1.11 CONTAINER LIFTING AREA

Lift bar saddle areas to be molded into the body of the container. Actual lift bar to be constructed of no larger than 1" (2.5cm) 16 gauge galvanized steel tube. Actual lift bar is to rotate freely to prevent bending during lifting. Bars are to be replaceable so in the event that they fail, the entire container is not declared useless.

1.12 WALL THICKNESS

All containers must have a nominal wall thickness of .175 inches throughout the body of the container and a minimum wall thickness of .185 inches in the critical wear points (i.e. container bottom, handle and lift mechanism).

2. POLYETHYLENE MATERIAL REQUIREMENTS

2.1 All containers should be rotationally or injection molded using linear high or medium density polyethylene. Cross-link resin is not desirable.

2.2 Polyethylene resin should contain an ultraviolet stabilizer, consisting of a minimum of Additive Type one-half (1/2) of one percent (1%). The stabilizer should be hot melt compounded into the resin. Dry mixing or dry blending of color pigments and resin is not desirable.

2.3 Polyethylene resin should contain a color pigment compounded at a concentration of 0.50% to 1% in the resin. The pigments should be hot melt compounded into the resin, dry mixing or dry blending of color pigments and resin is unacceptable. Color shall be non-fading throughout the warranty period.

2.4 All containers should be molded from 100% high or medium density polyethylene virgin first quality materials produced by a national petrochemical manufacturer (i.e.: Exxon, Phillips, Mobil, Dow, DuPont, or equivalent), mixed with 10% to 20% post-consumer high density (HDPE) or medium density (MDPE) resin. Material must satisfy manufacturer's original specification for first quality material and cannot be "batch" produced by the Bidder.

2.5 DELETED

2.6 DELETED

2.7 All containers must be manufactured to achieve a minimum resin weigh of 34 pounds.

3.0 FUNCTIONAL REQUIREMENTS

3.1 FIELD SERVICE

Containers offered must have been in fully semi-automated field service for at least one (1) year.

3.2 LEAKAGE

The container shall remain free of holes or penetrations that will cause the container to leak throughout the warranty period with the container in normal use.

3.3 COMPATIBILITY

Containers will be used with and must be compatible with existing semi-automated collection vehicles.

3.4 DELETED

3.5 DURABILITY

Containers shall have sufficient rigidity to prevent deformation, permanent damage, slippage, or structural failure during lifting and dumping in accordance with ANSI specification Z245.30-1999, Appendix D.

In accordance with ANSI specification Z245 30 – 1999, containers and components shall maintain sufficient strength, shape and appearance, and be resistant to impact and rodent penetration, such as to require no routine maintenance, and in general be maintenance free during the warranty period.

3.6 VERTICAL STABILITY

Each container shall be stable and self-balancing when in an upright position with the lid open either loaded or empty. Empty container must remain upright when the lid is open.

The empty, un-weighted (95-gallon) container should withstand wind velocities of at least thirty (30) miles per hour in wind tunnel tests without the container being turned over. The wind tunnel test should be performed with the wind applied from the front, rear, and both sides of the container.

4. VERIFICATION TESTING

The Solid Waste Authority reserves the right to have any or all carts submitted for consideration evaluated by an independent testing facility to ensure full compliance with specifications.

5. GENERAL REQUIREMENTS

5.1 REPLACEMENT PARTS

Containers shall be furnished complete with all hardware needed for assembly and use. An additional 1% of all replacement parts shall be provided with each shipment to establish an inventory stock for field repairs at no additional cost to the Authority. The following are considered replacement parts: wheels and assemblies, lids and assemblies, and all associated fasteners and brackets.

Bidder (Company) _____ Signature _____
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5.2 CONTAINER REAPLACEMENT AVAILABILITY

All container components shall be obtainable by the Solid Waste Authority without the requirement to purchase or obtain a complete new container. A parts price list shall be submitted with bid. Prices submitted shall be firm for the duration of the contract.

5.3 ASSEMBLY

Containers to be delivered with a minimum of lids and grab bars attached.

ADDITIONAL INFORMATION

Contact Patti Hammond, at (561) 640-4000, ext. #4312 or Jim Meredith at (561) 602-7658, for further information regarding delivery schedule.