

**BIDDER'S PROPOSAL
FOR ONE (1) 5,000 POUND COMPACT CUSHION TIRE FORKLIFT**

DATE AND TIME FOR RECEIVING BIDS: March 16, 2016 at 10:00 A.M. CDT

Place: PURCHASING DEPARTMENT
730 Washington Avenue
City Hall, Room 105
Racine, WI 53403

We propose to furnish ONE (1) 5,000 POUND COMPACT CUSHION TIRE FORKLIFT (to include all materials, except as specified to be furnished by others, ready for use, all in accordance with advertisement, plans, specifications, and contract, all as attached hereto, and all of which we have examined) for the sum shown below.

Specific Name and Model _____

Sum in writing: _____ Dollars \$ _____

Complete the Bidder's Proposal attached herein in accordance with specifications, and return the entire bidder's package. Bidders are required to complete the bidder's proposal section listing their manufacturer specifications as they relate to the City of Racine's minimum specifications. Failure to comply with this requirement may result in rejection of bidder's proposal. Bids must be submitted in a sealed envelope and marked with the words "Official Notice #4-2016".

Signed By: _____

Company: _____

Address: _____

Phone: _____

Date: _____

We guarantee to deliver this vehicle in ____ days after receipt of purchase order from the City of Racine.

CITY OF RACINE
DEPARTMENT OF PUBLIC WORKS
RACINE WISCONSIN

2016 SPECIFICATIONS FOR
5,000 POUND COMPACT CUSHION TIRE FORKLIFT

INTENT: It is the intent of these specifications to describe the minimum requirements for A 5,000 pound capacity, gasoline engine driven, compact pneumatic tire forklift to be purchased by the City of Racine. All parts, items, or features not specifically mentioned which are regularly furnished by the successful bidder at the bid price shall conform in strength, quality of material, and workmanship to that usually provided by the standard engineering practice in this industry.

WARRANTY: The successful bidder shall furnish a warranty stating that the project bid on is suitable for the service intended in accordance with the specifications. The vendor shall also furnish the City of Racine with a **minimum FULL ONE (1) YEAR WARRANTY ON NEW PARTS AND LABOR** and shall agree to replace and install without charge, within the warranty, any defective part or parts not suitable for the service intended. **All warranty work shall be picked up and delivered by the vendor within a reasonable time, or repaired by the vendor at the City of Racine facilities. The City of Racine reserves the right to perform warranty work that is not complied with and invoice the responsible vendor.**

“WARRANTY SHALL START ON THE DATE THE UNIT IS PUT INTO SERVICE BY THE CITY.”

AWARD AUTHORITY: The City of Racine will be the sole judge of the quality, construction, and suitability of the equipment or materials offered for the work to be performed in its determination of the successful bidder. The contract will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided the bid is reasonable and it is in the best interest of the City of Racine to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City of Racine, however, reserves the right to reject any and all bids, and to waive any informality in bids received whenever such waiver is in the best interest of the City of Racine. It also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who is not in a position to perform the contract.

DESCRIPTION OF PROJECT: A bid will not be considered if a bidder has failed to show without doubt that he is bidding on a project that the bidder has performed in the past and the bidder's project is tried, proven, and in current use. A current list of projects of this type completed successfully shall accompany bid. Printed literature describing any replacement equipment or parts needed to complete the project shall be included with an acceptable bid.

NEW EQUIPMENT: Replacement parts and materials needed for installation shall be new and unused.

INTERCHANGEABILITY: All similar parts and equipment purchased under one contract shall have interchangeable component parts such as hydraulic components and mounting fixtures.

BRAND NAMES: For the purpose of this clause, references to "brand name" or by a "brand name or equal" description, is intended to be descriptive, but not restrictive, and is for the sole purpose of indicating to prospective bidders a description of articles that will be satisfactory. Other items of equal quality and performance will be considered.

SUBSTITUTION: Unless the bidder clearly indicates in his bid that he is offering a different article, his bid shall be considered as offering the name brand article referred to in these specifications.

DESCRIPTIVE LITERATURE: Bidders offering a different article shall submit descriptive literature to enable a determination as to the equivalent quality and characteristics of the article being offered.

SUBCONTRACTING: The bidder shall be responsible for the work of all his subcontractors and that all work is performed in accordance with these specifications and in compliance with manufacturer's recommendations and procedures. The bidder shall also assume full warranty responsibility which shall include all warranty work performed and parts furnished by his subcontractors.

SERVICING REQUIREMENTS: That the City of Racine may be assured of being able to maintain and repair equipment purchased, there shall be a service facility with a reasonable stock of repair parts within 100 miles of the City of Racine.

SERVICE REQUIREMENTS: The unit to be purchased under these specifications will be used by the Parks Department. This equipment will travel within buildings in tight spaces, on streets, unimproved roads, alleys, and at times over extremely rough surfaces. Therefore, special consideration shall be given to compact, heavy-duty rugged type construction.

TECHNICAL SPECIFICATIONS: The equipment shall be of sturdy construction capable of withstanding the strains of service as described under "Service Requirements." This forklift shall be standard factory rated capacity of not less than 5,000 lbs. and be gasoline engine driven. This unit shall be comparable to a Toyota 8FGCU25.

ENGINE: **COMPLY YES []** **NO []**

Forklift shall be powered by a fuel injected, EPA/CARB Certified, Low Emission gasoline engine with a minimum of 51hp. Dual fuel (LPG & Gasoline) engines are acceptable.

Offered: _____

DIMENSIONS: **COMPLY YES []** **NO []**

Fork lift shall have the following approximate dimensions. Overall height cannot exceed 83".

Offered:

- Overall length: 93" _____
- Overall width: 42" _____
- Weight: 7,900 lbs _____
- Lowered mast height: 73" _____
- Overall height: 80" _____
- Carriage width: 36" _____
- Step Height: 16" _____
- Min. right angle stacking 95" _____
- Turning radius: 78" _____

LIFTING CAPACITY: **COMPLY YES []** **NO []**

Unit shall be capable of lifting and transporting loads of approximately 5,000 pounds.

Rated Capacity: _____

LOAD CENTER: **COMPLY YES []** **NO []**

Load center shall be approximately 24" from fork face to load.

Offered: _____

MAST SPECIFICATIONS: **COMPLY YES []** **NO []**

Mast shall consist of a three stage lift with dual free lift cylinders located inside the mast rails.

Approximate mast dimensions.

Offered:

- Lowered Mast Height: 73" _____
- Maximum Fork Height: 150" _____
- Mast Tilt (forward/backward): 5 degrees _____
- Carriage Width: 36" _____

SIDE SHIFT: **COMPLY YES []** **NO []**

The mast shall be equipped with a hydraulic controlled side shift to allow the carriage to move left and right.

Offered: _____

ON-BOARD DIAGNOSTICS: **COMPLY YES []** **NO []**
Ability to diagnose problems and retrieve error codes without an additional hand-held diagnostic tool.
Programmable to set service reminders.
Offered: _____

MULTI-FUNCTION DISPLAY: **COMPLY YES []** **NO []**
Unit shall be equipped with a multi-function display with fuel & water temperature gauges, hour meter and speedometer. It shall also display warnings for check engine, oil pressure, charge, parking brake and seat belt.
Offered: _____

ECONOMY MODE: **COMPLY YES []** **NO []**
This forklift shall have the option of an economy mode which reduces the rate of acceleration thereby decreasing wear and tear on the machine and increasing fuel efficiency.
Offered: _____

SEAT: **COMPLY YES []** **NO []**
Full suspension swivel seat, 15° right & left, with lumbar & seat back adjustment, padded hip constraints.
Offered: _____

OPERATOR ERGONOMICS: **COMPLY YES []** **NO []**

- Two sided operator compartment entry
- Adjustable tilt steering wheel with memory lock
- Cushioned floor mat
- Steering wheel spinner knob

Offered: _____

SAFETY: **COMPLY YES []** **NO []**

- Seat actuated operator presence system
- Alarm warnings for seat belt and parking brake
- Horn
- Rear assist grip (for backing) with horn button
- Back up alarm
- OSHA compliant overhead guard

Offered: _____

LIGHTS & MIRRORS: **COMPLY YES []** **NO []**

- Road light package including: directionals, stop, tail and back up lights.
- Headlights, LED with 324 lumen output
- Rear work lights, LED with 324 lumen output
- LED amber safety strobe light
- Two (2) convex wide rear view mirrors

Offered: _____

RAIN GUARD: **COMPLY YES []** **NO []**
A clear poly rain guard shall be mounted to the overhead guard.
Offered: _____

WARRANTY: **COMPLY YES []** **NO []**

- Minimum 12 months/2,000 hours basic warranty coverage
- Powertrain component coverage for 24 months/4,000 hours

Offered: _____

MANUALS: **COMPLY YES []** **NO []**
One set of operators, maintenance, and parts manuals to be supplied at time of delivery.
Offered: _____

INSTRUCTION TO BIDDERS

The specifications shall be held to include the Advertisement, Instructions to Bidders, Manufacturer's Qualifications, General Conditions, Proposal, Contract and Specifications.

All bids shall be made out as directed in the specifications and shall be on the Standard Proposal form furnished by the City of Racine. Any bid not on this form will not be accepted. Failure to comply with these requirements may result in rejection of bidder's proposal. **Bids will be placed in a sealed envelope and marked with the words "OFFICIAL NOTICE #4-2016" Please return this entire bid package with your bid.**

Bids are to be State and Federal Tax Exempt. A tax exemption certificate will be furnished to the successful bidder. No bid may be withdrawn after the time for opening bids.

Payment for the work will be in cash upon completion and acceptance of the work unless otherwise specified. If monthly payments are made, they will be made as set forth in the contract.

The City of Racine reserves the right to reject any or all bids or to accept any bid considered most advantageous to the City. It also reserves the right to waive any informality in bids received whenever such waiver is in the best interest of the City of Racine.

The accompanying bid includes the furnishing of all materials, labor and equipment required by the attached specifications, which I have carefully examined, and I hereby certify that the statements made herein are true and correct.

The undersigned represents that the prices in the accompanying bid are neither directly or indirectly the result of an agreement with any other bidder.

COMPANY: _____

ADDRESS: _____

CITY, STATE: _____

SIGNATURE: _____

PRINTED NAME: _____

BIDDER'S CERTIFICATION

I hereby certify that all statements herein are made in behalf of:

Name of Corporation, Partnership or Person submitting bid

a corporation organized and existing under the laws of the State of:

a partnership consisting of:_____

an individual trading as:_____

of the City of _____ State of _____

that I have examined and carefully prepared this proposal from the plans and specifications and have checked the same in detail before submitting this proposal; that I have full authority to make such statements and submit this proposal in its (their) behalf, and that said statements are true and correct

SIGNATURE:_____

TITLE:_____

Sworn and subscribed to before me

this _____ day of _____ 20_____.

(Notary or other officer authorized to administer oaths)

SEAL:

My commission expires _____

City of Racine Indemnification and Insurance Requirements

Indemnification

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City of Racine, Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Racine, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Contractor shall reimburse the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Insurance Requirements

The Contractor shall not commence work under a contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor. Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance - The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Commercial General liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA0001), covering Symbol 1 (any vehicle)

Limits -The Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City of Racine) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability- One million dollars (\$1,000,000)for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.

3. Umbrella Liability- One Million dollars (\$1,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status as respects liability arising out of activities performed by or on behalf of the Contractor; on products and completed operations of the Contractor; for premises occupied or used by the Contractor; and on any vehicles owned, leased, hired or borrowed by the Contractor.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
3. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Racine, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (or 10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Racine.
7. Such liability insurance shall indemnify the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily

injury (including death), property damage, personal injury, completed operations, and products liability.

8. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability with a minimum of a 24 month policy extension, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Racine, and shall have a minimum A.M. Best's rating of A-VII.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City of Racine. At the option of the City of Racine, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Racine a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

Responsibility for Work - Until the completion and final acceptance by the City of Racine of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Sub-Contractors - In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.