



CITY OF TORRINGTON
INVITATION TO BID

BID #TWS-031-111616 2016/2017 STREET SWEEPER

Bid opening: November 16, 2016 **Time:** 11:00 AM **Location:** City Hall, 140 Main St., Room 206, Torrington, CT

Bid Bond or Certified Check required with bid: 5%

Performance Bond required if awarded bid: N/A

MUST SUBMIT AN ORIGINAL AND 2 COPIES.

The City of Torrington reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Omit State and Federal Taxes.

All prices must be F.O.B.: Destination (Torrington) unless otherwise requested.

Dated in Torrington: 10/25/16

Purchasing Agent *Pennie Zucco*
Pennie Zucco

Item	Price
<p align="center">2016/2017 STREET SWEEPER PER SPECIFICATIONS</p> <p align="center">** (ADDITIONAL OPTION)</p>	<p align="center">**See Appendix A – Cost Proposal**</p>

The Purchasing Agent is authorized to offer City based bidders that exceed the lowest bid by up to 6%, the opportunity to match the lowest bid. A City based bidder within the 6% differential who agrees to accept the amount of the lowest bid will be awarded the bid. When multiple City based bidders agree to accept the amount of the low bid then the City based bidders will be invited to submit a new bid, not to exceed the low bid. The bid will then be awarded to the lowest responsive, responsible bidder.

Bid Submitted By: _____

Name of Company _____ Signature: _____

Address _____ Title: _____

Phone: _____ Fax: _____ E-mail address _____

Date _____ Delivery Date _____

Comments: _____

INSTRUCTION TO BIDDERS

Sealed bids will be received by the Purchasing Agent, Room 206, 140 Main St., Torrington, CT until the time and date specified on the cover sheet and opened thereafter in the Purchasing Department, Room 206. Bids received later than the time specified will not be accepted. In the event of the closure of City Hall, proposals will be opened on the following business day that City Hall is opened. Amendments to or withdrawal of any section of the submitted bid received later than the time & date set for the bid opening will not be considered. Bid proposals must remain in effect for a minimum of 30 days unless otherwise noted elsewhere in the bid specifications.

BID DOCUMENTS: are available upon receipt of this invitation (if not attached) over the Internet at the City's web site: www.torringtonct.org. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe at <http://www.adobe.com>. Businesses without internet access may contact the Purchasing Department at 860-489-2224 for a copy of the bid documents.

NONAPPROPRIATION: All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Torrington for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

BID BONDS: shall be in the amount of 5% of the total bid made out in favor of the City of Torrington and issued by a Surety company acceptable to the City of Torrington must accompany each bid. A certified check, cashier's check, Treasurer's check, or money order in the same amount may be submitted in lieu of the bid bond. Bids submitted without Certified Check or Bid Bond will not be accepted. The City of Torrington will not be held liable for the accrual of interest on any check held by the city in conjunction with this bid. All checks or bid bonds will be refunded to the unsuccessful bidders after award of the bid by the City Council. The deposit Check or Bid Bond of the successful bidder will be held in escrow until such time as the city determines that the bidder has or will meet their obligations as stated by the bid. If the bidder fails or refuses within a reasonable time after due notice that the contract has been awarded to him, to execute the same, an amount representing a loss to the city by reason of such failure shall be retained and paid into the city treasury.

REPLIES: whether bid or no bid, submittal must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the City of Torrington or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

FREIGHT: Prices quoted shall be net delivery **F.O.B. Torrington, CT**. All bid prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/ or materials to the individual locations(s) as designated by the Purchasing Agent. All bid prices are to be submitted on the sheets provided on this bid. Quantities and pricing are to be listed in accordance with these sheets.

QUESTIONS: Request for interpretation of any portion of the bid may be made in writing to the Purchasing Agent: Voice 860/489-2225, Fax 860/489-2547 and email: pennie_zucco@torringtonct.org. All bidders questions pertaining to the contract specifications and plans under this contract shall be placed in writing. Any Fax or email shall be followed up with a telephone call to verify receipt. All replies will be in writing and a copy of any such inquiry and advice (if deemed vital to the bid by the Purchasing Agent) will be made available to each prospective bidder by addendum. Bidders should check the web site for addendums/updates 48 hours prior to the bid opening.

In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in accordance with the information contained in the bid document, based on first received as to date and time of receipt of the bid.

EXPARTE COMMUNICATION: Please note that to insure the proper and fair evaluation of a bid, the City of Torrington prohibits exparte communication (i.e., unsolicited) initiated by the Bidder to a City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be directed in writing to the Purchasing Agent only. The Purchasing Agent will obtain the information or clarification needed. Exparte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid and repeat offenders may be disqualified from future bids.

NON-COLLUSION STATEMENTS: In order for bids to be considered, a non-collusive statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion

statement. **NOTE:** Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS: All bids/proposals shall be submitted in the form and manner as indicated by the bid documents and bid forms. Any proposal which is not submitted in the form and manner indicated by the bid documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information including execution of proposal forms, may be declared "non-responsive" and recommended for rejection. The City of Torrington shall not be responsible for any errors or omissions of the respondent.

UNBALANCED BIDS AND/OR EXCESSIVE LINE ITEM PRICES: The City reserves the right to reject any bids in which unit prices, in the sole opinion of the City, are unbalanced. In addition, where the City has decided to make an award, it further reserves the right to non-utilize a particular line item that in the sole opinion of the City is excessively priced, and reserves the right to obtain that item from another source.

CONTRACT: A response to an Invitation To Bid is an offer to contract with the City of Torrington based upon the terms, conditions, and specifications contained in the City's ITB. Bids do not become contracts unless and until executed by the City, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the ITB, unless any of the terms and conditions are modified by an ITB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

TAXES: Omit all State and Federal taxes from the bid. The City of Torrington is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

OWNERSHIP OF DOCUMENTS: All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this bid shall become the property of the City of Torrington upon completion of the project or any termination of the project prior to the completion of the project.

LEGALITY: All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

LANGUAGE DISPUTES: Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Torrington, provided any such interpretation shall be reasonable. In the event that an individual term, condition, and/or language/wording is determined at any time, including after award, by the City Purchasing Agent to be "not applicable at all" to his contract, then the term, condition, and/or language/wording may be disregarded, even though an addendum is not issued. However, if the Purchasing Agent determines that the term, condition, and/or language/wording "is applicable in part", then the term, condition, and/or language/wording will apply to the degree applicable, even though an addendum is not issued.

INDEMNIFICATION: The Contractor shall save the City of Torrington, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. To the fullest extent permitted by law, The bidder shall indemnify and hold harmless the Municipality, its officers, agents, servants and employees from and against all liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or lack of performance of the work, provided that any such liability, claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting hereto from and (b) is caused in whole or in part by any negligent act or omission of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable.

In any and all claims against the Municipality, its officers, agents, servants and employees by any employee of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation under these sections to be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Bidder or any Subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

The successful bidder, vendor, and/or contractor must protect all property of the City of Torrington (i.e. all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its

agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind; for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

DEFAULT: It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/ or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

SUSPENSION AND DEBARMENT: The Purchasing Agent may suspend or debar the right of a vendor to be included on the vendor list and has the authority to reject any bid or response from any suspended or debarred vendors.

Suspension: A vendor may be suspended based on the following:

- 1) A vendor defaults or fails to fully comply with the conditions, specifications, or terms of a Bid, Quotation, Proposal or Contract with the City of Torrington.
- 2) A vendor commits any fraud or misrepresentation in connection with a Bid, Quotation, Proposal, or Contract with the City of Torrington.
- 3) A vendor is charged by a court with the commission of a criminal offense as incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in the performance of such contract or sub-contract
- 4) A vendor is charged by a court with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor. If charges are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the City of Torrington.
- 5) A vendor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.
- 6) A vendor's commission of any act or omission to perform act is grounds for debarment.
- 7) A vendor violates the ethical standards set forth in local, state, or federal law.
- 8) Any other cause the Purchasing Agent determines to be so serious and compelling as to materially and adversely affect responsibility of a vendor as a City contractor, including but not limited to suspension by another government entity

Debarment: A vendor may be permanently debarred for the following:

- 1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal, or contract with the City of Torrington twice in any three-year period.
- 2) Conviction of or judgment obtained in a court for commission of those offenses in connection with the vendor's commercial enterprise stated sections 3) or 4) of suspension section listed above. If the conviction is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final Court disposition from the vendor to the City of Torrington.

TRADE NAME REFERENCES: Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the City of Torrington of any discrepancy that is found (i.e. number listed does not fit item description) Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid exactly what he intends to furnish and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitute and/or alternate that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidder's expense. In the event this return action is required, it is understood the bidder may be subject to removal from the city's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

QUANTITY: The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of Torrington or its designated representative based on actual need at the time the purchase orders are placed.

QUALITY: The City of Torrington reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agent's opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

SAMPLES: forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the City of Torrington or its representative. Samples not returned to the bidder will be disposed of at the discretion of the City of Torrington or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. Items remaining after 30 days will be discarded.

AWARD: It is the intent to award this bid in its entirety to one bidder, however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder. In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the city of Torrington will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

OPTION TO RENEW: This contract may be extended for four (4) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended. This option, if exercised, is to be executed in the form of a letter of agreement, to be issued no later than 30 days prior to the expiration of the then current contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend, will cause this contract to expire on the original or mutually agreed upon date. The total period of this contract, including all extensions as a result of exercising this option, will not exceed a maximum combined period of five (5) years.

BONDS:

Performance Bond: The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the City of Torrington and executed by a surety company authorized to do business in the State of Connecticut. The City of Torrington reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check, or Bank Check.

Maintenance Bond: The contractor, upon signing a contract and before beginning the work must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials becomes evident within one year after completion and acceptance of work will be fixed at no cost to the City of Torrington. The maintenance bond may be included as a portion of the Performance bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the City of Torrington and issued by a surety company licensed and authorized to do business in the State of Connecticut.

Labor and Material Bonds: Per Section 49-41 of the Conn. General Statutes, on Public Works project where the estimate is in excess of \$25,000.00, a labor (payment) and material bond must be furnished to the City. Said bonds must be filed with the Purchasing Agent prior to the commencement of work.

Consent for Release of Final Payment: AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

INSURANCE:

Certificate of Insurance: All insurers shall purchase insurance from an insurance company or companies rated A-V11 or better by A.M. Best Companies lawfully authorized to do business in the State of Connecticut. The insurance provisions set forth below are minimum requirements. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the City, its subsidiaries, employees, volunteers, directors and officers. In the event the Contractor/City Contract (Project Requirements) specifies additional coverage's and/or amounts of coverage then those set forth below and pertaining to the Contractor's work, then the Contractor shall provide the coverage's and/or amounts in accordance with the Project Requirements. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the "**Additional Insured**" and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage. Such insurance will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Subcontract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Sub-Contractor or by anyone directly or indirectly employed by any of them, or by

anyone for whose acts any of them may be liable. Contractor, and any Sub-subcontractors engaged by the Contractor, shall obtain the following insurance:

Workers' Compensation Insurance: For all work performed pursuant to this contract, Contractor shall maintain Workers' Compensation Insurance, including coverage for all executive officers, sole proprietors and partners, and other similar employee benefits in the amount required by all applicable statutes, law, regulations or acts. Such Workers' Compensation Insurance must list on Item 3A of the policy Information Page "Part One of the policy applies to the Workers' Compensation Law of the State Connecticut" and provide a Waiver of Subrogation endorsement (NCCI form WC 00 03 13 or its equivalent) that prohibits the insurance company from enforcing subrogation and recovery rights against the City, its subsidiaries, employees, volunteers, directors and officers. If work is to be performed over or adjacent to navigable waterways, the Workers' Compensation Insurance shall contain the United States Longshore and Harbor Workers' Act Endorsement (NCCI Form WC 00 01 06 or its equivalent). In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman's Compensation statute, the contractor shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

Liability Insurance: The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

Vehicle Insurance: The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by the State of Connecticut or requested by an official of the City of Torrington as relates to the contract.

Additional Security: The City of Torrington reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the City of Torrington, its property and goods.

PERMITS: The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The City of Torrington reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper City Officials prior to commencement of work. It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the City of Torrington planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

PREVAILING WAGE: When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

CITIZENSHIP: Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC 4082)(c)(2).

SAFETY:

Machine and/or Equipment Hazard Assessment and Safety Training: Upon delivery of machines and/or equipment, suppliers are required to provide to the end-user employees, at no additional charge, a training session that will emphasize hazard awareness and assessment and the safe use of such machinery/equipment.

Occupational Safety and Health Act of 1970: Seller shall warrant that the machinery, equipment or other materials covered hereby shall upon delivery to the City of Torrington, be in compliance with the standards required by said Act and any updates as pertain to or reference said Act as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of delivery.

Machines and/or Equipment Lockout/Tagout: In an effort to comply with OSHA's final rule on the control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be supplied and/or installed equipped with lockout/tagout devices as prescribed by OSHA.

Toxic Substance Control Act (PL94-469): Seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the City of Torrington under this bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Act PL94-469 and are otherwise in compliance with said Act.

Hazardous Materials: Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated thereunder and will further comply with any special requirements

and any policies and procedures of the City of Torrington relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.

Material Safety Data Sheets: Shall be provided by the Seller upon delivery to the City of Torrington of any goods having constituents listed in the following references - OSHA 1910, ACHIG Current Threshold Values, DOT HazMat Table 49, IARC Carcinogen List, National Toxicology Program Carcinogen List, and/or Radioactive Materials. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.

Asbestos: Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of City buildings. Before proceeding on any contractual work on City buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

SUBCONTRACTORS: The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the City of Torrington or its designated agent.

EEO: The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the City of Torrington. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities.

TERMINATION OF CONTRACT: Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) day notice to the bidder.

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.

The terms and conditions of these "Instructions To Bidders" are made a part this bid.

SAMPLE FORM

Bid # _____

NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I, _____, being first duly sworn, deposes and says that:

1. I am _____ of _____,
the Bidder that has submitted the attached Bid for " _____ ";
2. I am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract, for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Torrington or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of it agents, representatives, owners, employees, or parties in interest, including this affiant.

(Printed) _____

(Signed) _____

(Title) _____

Subscribed and sworn to before this _____ day of _____, 20_____.

Notary Public Printed

Notary Public Signature

My Commission Expires _____ (Notary Seal)

NOTE: Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

**CITY OF TORRINGTON
2016/2017 STREET SWEEPER
BID #TWS-031-111616**

The City of Torrington Public Works Department is requesting bids for a new 2016/2017 Street Sweeper. Specifications may be obtained from the Purchasing Department, Torrington City Hall, 140 Main Street, Torrington, CT 06790, the City’s website at www.torringtonct.org, or on the State of CT DAS website.

Bids must be submitted in a sealed envelope marked “**TWS-031-111616, 2016/2017 Street Sweeper**” to Torrington City Hall, Purchasing Department, 140 Main Street, Room 206, Torrington, CT 06790 by **11:00 a.m., November 16, 2016**. Bids will be publicly opened following the submission deadline in Room 215 located on the 2nd floor of City Hall. Bids received after the time and date specified will be rejected and returned unopened. In the event of the closure of City Hall, proposals will be opened on the following business day that City Hall is opened. The City will not be liable for any costs incurred in the preparation of the response for this Invitation to Bid.

All questions must be submitted through email. Submit Technical questions to: Fleet Manager Emil Castro at emil_castro@torringtonct.org; Administrative questions to: Purchasing Agent Pennie Zucco at pennie_zucco@torringtonct.org. Questions will be answered through an addendum which shall be posted on the city and state websites. **The deadline for questions to be submitted is November 7, 2016 by 12:00 noon.**

Bid proposals must remain in effect for a period of ninety (90) days following the opening of Bids.

All information by the City except by written addendum shall be informal and shall not be binding upon the City nor shall it furnish a basis for legal action by any proposer against the city. Vendor responsible to check City website for addendum to be submitted with bid.

The bidder must state “yes” or “no” to each specification item listed on the bid specification form. All deviations in the bid must be explained completely, statements such as “exceed” or “not required”, or items not checked yes or no, will not be acceptable and will be considered non-compliant, resulting in rejection of the bid. If additional space is needed, bidder shall use a separate sheet of paper labeled “exceptions”. The successful bidder’s equipment will be inspected on delivery against the specifications. Any items marked yes that are not installed on the equipment will result in the rejection of the equipment.

Bids will be considered only from vendors regularly engaged in the manufacture of the type of equipment specified for a period of not less than ten years. Bids will not be considered from bidders not able to show that they are regularly engaged in the selling and servicing of this type of equipment. Successful bidder shall be able to demonstrate proficiency in both operation and repair of all components on the equipment.

The bidder hereby acknowledges receipt of and agrees this submittal is based on the BID and the following addenda. Failure to indicate receipt of addenda may result in the bidder being rejected as nonresponsive.

ADDENDUM # _____ DATED _____ ADDENDUM _____ DATED _____
ADDENDUM # _____ DATED _____ ADDENDUM _____ DATED _____

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals, and that in the city’s judgment, will best serve the public interest.

AN AFFIRMATIVE ACTION/ EQUAL OPPORTUNITY EMPLOYER
MBE’s WBE’s AND SBE’s ARE ENCOURAGED TO APPLY

DETAILED SPECIFICATIONS
FOR
TWS-031-111616 - 2016/2017 STREET SWEEPER

		COMPLY	
		YES	NO
1.0	INTENT		
1.01	It is the intent of this specification to provide for the purchase of one (1) new and unused street sweeper having a three wheel configuration, belt conveyor, 3.6 cubic yard front high dumping hopper, hydrostatic transmission, and right and left side broom with variable down pressure controlled from cab.		
	The following specification is based upon an ELGIN PELICAN P street sweeper. The City of Torrington has evaluated different types of street sweepers and has determined that this product is best suited for the City of Torrington needs in safety, quality, performance, and standardization. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all sweepers bid will be compared.		
	In comparing proposals, consideration will not be confined to price only. The successful bidder will be one whose product is judged to best serve the interests of the City of Torrington when standardization, price, product, safety, quality and delivery are considered. The City of Torrington reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification.		
2.0	EQUIVALENT PRODUCT		
2.01	Bids will be accepted for consideration on any make or model that is equal or superior to the sweeper specified. Decisions of equivalency will be at the sole interpretation of the City of Torrington Public Works Department. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal. All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, if requested.		
3.0	INTERPRETATIONS		
3.01	In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing to the Purchasing Agent at pennie_zucco@torringtonct.org. Based upon such inquiry, the City of Torrington may choose to issue an Addendum.		
4.0	GENERAL		
4.01	The specification herein states the minimum requirements of the City of Torrington. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City of Torrington shall consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City of Torrington to make a reasonable determination of compliance to the specification.		
	It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY: YES NO) will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.		
5.0	CHASSIS		
5.01	Configuration shall be three wheel, rear steer. Front steer configurations shall not be acceptable.		

5.02	For safety, steering strut shall have dual tires. Single tire steer wheels shall not be acceptable in case of flat tire.		
5.03	To protect the target vehicle receiving the hopper discharge, sweeper shall have permanently fixed heavy duty steel bumpers with rubber padding, capable of limiting the forward movement of the sweeper before the sweeper drive wheels or chassis can impact the target vehicle.		
5.04	For maximum strength, chassis shall be fully welded; formed channel and boxed tube style. Bolt together chassis shall not be acceptable due to limited structural strength.		
5.05	Chassis shall have front and rear tow hooks.		
5.06	Engine compartment cover shall have two raising assist cylinders.		
5.07	Rear axle shall be strut type, having a minimum capacity of 7,400 lbs.		
5.08	Front axles shall be stub type, each having a minimum capacity of 10,000 lbs.		
6.0	CHASSIS ENGINE		
6.01	Horsepower rating shall be 74 HP @ 2500 RPM.		
6.02	Power rating shall be 74 HP @ 2400 RPM.		
6.03	Engine shall have ECU for throttle control and management of after treatment system.		
6.04	Engine shall be rubber mounted.		
6.05	For greater heat dissipation and lower cost of maintenance, engine shall have individually replaceable wet sleeve cylinder liners.		
6.06	Air cleaner shall be dual element safety dry-type.		
6.07	Anti-freeze/water mixture shall be rated at -20 degrees.		
6.08	Diesel fuel tank shall have a minimum capacity of 35 U.S. gallons.		
6.09	For operator safety in the event of engine cutout, steering system shall have a manual override.		
6.10.0	An engine shutdown shall be included which protects against damage when either low oil pressure or high coolant temperature conditions occur.		
6.14	The Centri Best-ex air pre cleaner is in addition to the standard air cleaner and is well suited for dusty and dirty applications. It spins out dust particles before they enter the air cleaner, thus extending the time between air cleaner element replacements.		
6.19	Hydraulic Level & Hydraulic Temperature Shutdown enhancement protects the auxiliary engine by shutting down automatically when there is a loss of oil pressure or the excessively high coolant temperature.		
7.0	HYDROSTATIC TRANSMISSION		
7.01	Pump shall be variable displacement with separate variable displacement wheel drive motors.		
7.02	Power shall be evenly distributed through planetary torque hubs.		
7.03	Power shall be transferred from wheel drive motors to planetary torque hubs without side loading.		
7.04	Single foot pedal shall automatically produce required torque at a set pressure.		
7.05	To prevent the possibility of contamination and the resulting damage to the transmission system, transmission shall be protected by 10 micron filter with cab restriction indicator.		
7.06	Single foot pedal shall control both forward and reverse directions.		
7.07	Hydrostatic transmission shall be computer controlled to optimize propel system to engine power.		
8.0	TIRES AND WHEELS		
8.01	Front drive tires shall be tubeless radial tires, 11R22.5 (Load range H) mounted on disc wheels.		
8.02	Dual rear tires shall be tubeless radial tires, 215/75 R17.5 (Load range H) mounted on disc wheels.		
8.03	Sweeper shall be equipped with rear suspension, providing smooth ride for operation, while reducing chassis fatigue.		

8.04	Rear suspension shall be single-sided swing arm type -- design allows for ease of tire accessibility -- utilizing heavy duty twin spring coils with shock absorbers -- for superior dampening of ground input during operation.		
8.07	A spare guide mounted wheel and Goodyear G114 tire is supplied.		
8.08	A spare guide mounted wheel and Goodyear G661 tire is supplied.		
9.0	BRAKES		
9.01	Service brakes shall be full power, hydraulically applied, twin-caliper disk type.		
9.02	For safety, the hydrostatic system shall be equipped with a priority relief valve to enable the sweeper to gradually coast to a stop when the accelerator pedal is released. The City of Torrington has determined that systems that abruptly stop the sweeper by dynamically braking when the accelerator pedal is in the neutral position are potentially dangerous to our operators and following vehicles and will not be accepted.		
9.03	For safety, loss of engine power shall not automatically engage brakes.		
9.04	For safety, loss of hydraulic power shall not automatically engage brakes.		
9.05	For safety, neither brake engagement nor disengagement shall be dependent upon the engine running.		
9.06	For safety, neither brake engagement nor disengagement shall be dependent on any electrical circuit.		
9.07	To safely provide redundancy, parking brake shall be positively and mechanically applied to drive axle.		
9.08	Neither parking brake engagement nor disengagement shall be dependent on any electrical circuit.		
10.0	CAB		
10.01	To maximize operator visibility, cab glass area shall be not less than 8,500 square inches.		
10.02	For safety and maximum operator visibility, doors shall be all glass. The doors should be capable of latching completely sealed and 6" open for flow through ventilation.		
10.03	Front windows shall be tinted. Front window area shall be a minimum of 2300 square inches for optimum forward visibility.		
10.04	For safety, minimum cab visibility shall be approximately 360 degrees without using mirrors.		
10.05	For operator safety, cab doors shall be rear opening (hinged at front).		
10.06	Cab interior environment shall be fully conditioned by filtered fresh air heater pressurizer / defroster and air conditioner (A/C) with adjustable vents.		
10.08	Sweeper shall include one (1) inside rear view mirror and two (2) outside west coast type mirrors.		
10.09	To maximize operator visibility, outside mirrors shall be mounted forward of the cab enclosure.		
10.10	For safety during night sweeping, rocker switches shall be internally illuminated so that they can be readily identified without the use of the cab dome light.		
10.11	Windshield wiper shall be two speed intermittent with washer.		
10.12	Interior of cab shall be lined with acoustical insulation, have automotive type trim, and center console.		
10.13	Dash shall be faced with soft molded plastic.		
10.14	There shall be a soft textured steering wheel with center horn at the operator position with tilt and telescopic steering wheel for safer operation.		
10.15	Sweeper shall have an automatic electronic back-up alarm.		
10.16	Sound levels within the cab shall not exceed OSHA standards.		
10.17	Cab shall feature opening front opera windows to aid in flow through ventilation.		
10.18	Doors and ignition shall be keyed alike.		

10.19	Unheated and hand controlled west coast cab mirrors and standard hopper cross view unheated mirrors shall be provided.		
10.22	An AM/FM radio with CD player and 2 speakers with two map lights is added to the truck.		
10.24	License plate holders are mounted on the rear of the sweeper and on the front of the body. The rear mounted holder is illuminated.		
10.28	The standard solid glass door is replaced with a steel door with sliding window.		
10.31	Limb guards to protect both the right and left sides of the sweeper and is used to direct low tree branches up and over the sweeper.		
11.0	SIDE BROOMS		
11.01	Side broom shall be hydraulic, direct drive; vertical digger type mounted on right and left sides.		
11.02	To provide flexibility for varying sweeping conditions, broom speed shall be variable, (90 RPM to 160 RPM), by operator from cab while moving independent of sweeping speed.		
11.03	Broom down pressure shall be adjustable by operator from the cab while sweeping.		
11.04	Each broom shall consist of four (4) replaceable plastic segments, filled with 26" long tempered wire.		
11.05	Broom diameter shall be not less than 36", protruding not less than 13" beyond outside of tire while sweeping.		
12.0	MAIN BROOM		
12.01	Broom shall be hydraulic, direct drive, not less than 35" diameter and not less than 68" long.		
12.02	To provide flexibility for varying sweeping conditions, broom speed shall be variable, (80 RPM to 140 RPM), by operator from cab while moving independent of sweeping speed.		
12.03	Broom shall be prefab disposable type, filled with polypropylene.		
12.04	Broom shall be double wrapped at both ends.		
12.05	Sweeping path shall be not less than 8 feet wide with one gutter broom activated.		
12.06	To protect the broom mechanism, the main broom shall raise automatically when the sweeper is reversed. The broom will return to its sweep position and set down pressure when a forward direction is resumed.		
12.16	Carbide dirt shoes in lieu of standard rubber are located at the outsides of the main broom, used to keep debris between the main broom and conveyor. The main broom rotates between the two dirt shoes. Wings at the rear of each dirt shoe assure that the bristles are turned in and ride flush within the dirt shoe housings.		
12.17	Replaces the standard dirt shoes. These new shoes offer greaseable linkages and "P" style front runner.		
12.18	Replaces the standard dirt shoes with carbide dirt shoes. These new shoes offer greaseable linkages and "P" style front runner.		
13.0	CONVEYOR		
13.01	Conveyor with Chevron style cleats and sipes shall be hydraulically driven and able to load body to 100% of rated useable capacity.		
13.02	Conveyor shall be reversible in direction without stopping or reversing any broom.		
13.03	Conveyor shall be capable of effectively sweeping debris of varying sizes (from large bulky trash 6" in height to fine sand) without the need to make any adjustments to the conveyor system.		
13.04	To reduce wear on all conveyance components, a conveyor belt having molded Chevron style cleats and sipes shall carry, not drag, debris to the hopper.		
13.05	To protect the broom mechanism, the main broom shall raise automatically when the sweeper is reversed. The broom will return to its position and down pressure when a forward direction is resumed.		
13.07	Cleans lower conveyor roll by diverting fill water, at hydrant pressure, through the conveyor roll area.		

14.0	HOPPER		
14.01	For safety, the hopper shall be front dumping, allowing an operator to observe the dump target and surrounding area at all times from the cab, without the use of mirrors.		
14.02	Hopper shall dump at varying heights ranging from ground level through a height of 9-1/2 feet.		
14.03	Hopper shall have a dumping reach of 33 in. forward.		
14.04	To extend wear life, tilt arm bearings shall be permanently - lube Teflon impregnated composite.		
14.05	Dump cycle shall be not more than 60 seconds.		
14.06	Volumetric capacity shall be not less than 3.6 cubic yards, useable capacity not less than 3.5 cubic yards.		
15.0	WATER SYSTEM		
15.01	Tank capacity shall be not less than 220 U.S. gallons.		
15.02	Tank shall be constructed of non-rusting material (polyethylene or 7 gauge type 304 stainless steel).State tank construction _____.		
15.03	Pump shall be a 5 chamber diaphragm pump that is self-priming and capable of running dry.		
15.04	Water fill gauge shall be visible from normal operating position.		
15.05	Sweeper shall be equipped with an automatic internal hopper/conveyor flush and wash down system.		
15.06	Water fill hose shall be not less than 16' 8" in length, equipped with 2-1/2" NST hydrant coupler.		
15.07	Storage basket shall be provided for fill hose.		
16.0	HYDRAULIC SYSTEM		
16.01	Power shall be provided by shaft and gear driven pumps.		
16.02	Hydraulic reservoir shall be not less than 33 gallons, baffled and with sight gauge.		
16.03	Test ports shall be at staggered height, including individual ports for sweeping functions, hopper functions and propulsion.		
16.04	To prevent contamination of the reservoir during the dump cycle, the reservoir vent shall be equipped with 10 micron, spin on filter.		
16.05	To prevent the possibility of contamination and the resulting damage to the hydraulic system, suction lines for drive to have 10 micron filter with cab mounted restriction indicator.		
16.06	To prevent the possibility of contamination and the resulting damage to the hydraulic system, return lines for drive to have 10 micron filter with cab mounted restriction indicator.		
16.07	To prevent contamination of the reservoir when adding hydraulic fluid, all oil added shall pass through a 10 micron filter located within the fill spout.		
16.08	To maximize cooling efficiency and permit thorough cleaning, the hydraulic cooler shall be mounted alongside the water radiator.		
16.09	Cooler shall be protected by a 125 PSI bypass valve.		
16.10	To minimize environmental damage caused by leaking hydraulic fittings, all pressure hydraulic fittings shall be flat-face "O" ring or "O" ring boss type.		
16.11	All circuits shall have quick-disconnect check ports.		
16.12	A warning indicator shall be supplied to warn operator if the hydraulic oil in the reservoir falls below the acceptable level required.		
17.0	ELECTRICAL		
17.01	Unitized alternator/regulator shall be not less than 120 ampere.		

17.02	Battery shall be maintenance free, 12 volt, 180 minimum reserve, 925 CCA.		
17.03	For safety, all electrical circuits shall be protected with automatically self-resetting circuit breakers which do not require any action by the operator to reset.		
17.04	All lighting shall be D.O.T. approved including combination stop and tail lights, sealed multiple beam headlights, high beam-low beam switch, adjustable side broom spotlights, illuminated gauges and instrument panel, internally illuminated rocker switches, self-canceling directional signals, and hazard switch.		
17.05	For ease of electrical "trouble shooting", all wiring shall be harnessed, identified by color coded and word coded wires (i.e. "Ignition", "Headlight" etc.)		
17.06	All terminals shall be properly crimped and splices ultrasonically welded.		
17.07	To prevent deterioration from oxidation all electrical splices shall be fully and completely insulated with heat shrinkable tubing.		
17.08	All electrical connections shall be sealed with weatherproof, polarized connectors.		
17.09	Electrical system shall have complete plug-in diagnostics that includes fault codes and troubleshooting.		
17.16	A Right Hand and Left Hand Seal Beam Work Light Combo shall be provided.		
17.25	Sweeper shall be provided with Rear Light Mounting Rail Only		
17.31	Four clearance lights are installed on the sides of the sweeper (two lights on each side) for safety reasons. An amber colored light is mounted in the front and in the middle of the sweeper.		
17.32	There shall be six (6) LED strobe lights mounted as follows: two (2) upper cab front corners, two (2) upper cab rear corners, and two (2) lower battery box cover.		
18.0	CONTROLS		
18.01	All sweeper controls shall be mounted on a central control console with locking ignition for use from either the right or left position. This allows the operator to view all important information from either operating position.		
18.02	The controls shall include all sweep, spray water, and lighting functions.		
18.03	The controls for sweep, spray water (if equipped with a water system), and lighting functions shall be conventional rocker switches.		
18.04	Rocker switches shall be clearly identified by name and international symbol.		
18.05	Hydraulic functions shall be controlled by electric rocker switches.		
18.06	Hopper dump functions shall be controlled by a single joystick that meets the SAE standard. Multiple levers shall not be acceptable.		
19.0	INSTRUMENTS		
19.01	Instrument panel shall be full vision illuminated with tachometer, hour meter, speedometer, odometer, fuel gauge, hydrostatic oil temperature gauge, water temperature gauge, oil pressure gauge, voltmeter gauge, hydraulic filter/drive filter indicator and engine air intake restriction indicator.		
19.02	An automatic rear view camera with full color 5.6" LCD monitor shall be provided. Camera shall monitor display the area behind the sweeper whenever the sweeper is moving in reverse. The display shall be selectable to allow continuous rear view at all times. The display shall have an additional camera input to allow future expansion of additional cameras. The camera shall be equipped with infrared lamps to allow night vision.		
20.0	PAINT		
20.01	All visible exterior metallic surfaces shall be coated prior to assembly with polyester powder coat. The paint must be a minimum of 2 mils thick. The uses of acrylic enamels and/or polyurethane's are not acceptable.		
20.02	Color shall be the manufacture's standard color of "White".		

20.03	Vehicle shall have an accent color of Grey on the lower portions of the unit.		
21.0	MANUALS		
21.05	Two sweeper parts manuals shall be provided.		
21.10	Two sweeper operation manuals shall be provided.		
21.16	Two repair, service and troubleshooting manuals shall be provided.		
21.21	Two John Deere Powertech parts manuals shall be provided.		
21.26	Two John Deere Powertech operator's manuals shall be provided.		
21.32	Two John Deere Powertech service manuals shall be provided.		
22.0	WARRANTY		
22.01	Manufacturer's warranty shall be not less than one (1) year on entire vehicle.		
22.02	Bidders submitting literature stating warranties which do not fully comply with warranty requirements of this specification must submit a letter from the manufacturer certifying warranty compliance as an integral part of their proposal. Failure to comply may cause the proposal to be deemed "non-responsive" and rejected without further review.		
23.0	SERVICE AND TRAINING		
23.01	Vendors shall have a full parts and service facility within a 50 mile radius of the City DPW facility. State location and distance.		
23.02	A qualified technician shall provide complete training to an unlimited number of City of Torrington personnel at the Town Garage. Training shall include safety, operation, maintenance and service. Unlimited training shall be at no charge to the City of Torrington.		
24.0	DELIVERY		
24.01	Sweeper shall be delivered F.O.B. Branford in new operating condition.		
24.02	Acceptance shall be subject to the inspection and approval of the City of Torrington.		
24.03	Bidder shall state delivery time after receipt of order: _____		
25.0	REFERENCES		
25.01	Bidder shall state the length of time in service as an authorized dealer for the product being proposed.		
25.02	Bidder shall submit the name, address, responsible party and phone number of not less than five (5) municipal owners of the exact model being offered, who have used such models over a minimum five (5) year span. If none, state so.		
26.0	QUALITY		
26.01	Sweeper shall be manufactured by a company with a registered quality standard no less than ISO 9001.		
27.0	AUTOLUBE		
27.01	The unit shall be equipped with a local supplied auto-lube system. The system shall be supplied with a five gallon bucket of grease with a top mount hand pump and quick disconnect assembly. The auto-lube system shall have a standard two year warranty.		
28.0	EXCEPTIONS AND DEVIATIONS		
28.01	The bidder shall note on a separate sheet of paper all deviations to the specification. Merely noting the exception on the bid document without supplying this sheet shall be just cause for rejection of the bid.		

- Complete operators, parts and service manuals will be supplied with Street Sweeper.
Manuals to be delivered with the equipment for contract to be considered fulfilled.
- Equipment Operation Training: Upon delivery of the equipment, the contractor shall coordinate a training schedule with the using agency's personnel.
- Delivery time of the equipment shall be as specified in the offer form, and responsibility for the equipment remains with the contractor until satisfactory completion of acceptance tests and formal written acceptance by the City of Torrington.

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.

APPENDIX A – COST PROPOSAL
BID #TWS-031-111616

BID PROPOSAL FOR: 2016/2017 3.6 CUBIC YARD FRONT HIGH DUMPING
HOPPER THREE WHEEL CONFIGURATION STREET
SWEEPER

IN ACCORDANCE WITH THE INSTRUCTIONS TO BIDDERS AND SPECIFICATIONS, WE HEREBY PROPOSE TO FURNISH THE REQUIRED STREET SWEEPER AS FOLLOWS:

Total Delivered Price (AS SPECIFIED): \$ _____

Date(s) of Delivery: _____

Company name: _____

Address: _____

Name of Authorized Representative:

Signature of Authorized Representative:

Title: _____ Date: _____

All prices must be firm for ninety (90) days from the date of the bid opening and be inclusive. Upon award, prices will be in effect for the term of the contract.

The trade-in option as follows:

The City of Torrington has one (1) 2002 Freightliner FL70 Broom Bear sweeper for trade as an option towards the purchase of the Street Sweeper up for bid. The Street Sweeper can be inspected at the Torrington Street Department facility located at 107 Arthur Street, Torrington Ct. 06790 by appointment only.

The City of Torrington shall have the right to reject Trade-In credit offer.

- Brief Description: Broom Bear sweeper / model FL42H
- Vehicle #59 – 2002 Freightliner FL70 chassis
- Vin # 1FVABTAKX2HK03244
- Engine – Caterpillar – 3126 / hours 7644
- Transmission – Allison, HD-4560P

Contact: Ed Nuzenski (Acting Superintendent of Streets at 860-489-2352); Emil Castro (Fleet Supervisor at 860-689-3132) or Alan Regner (service coordinator at 860-489-2361).

The trade-in value will not be the determining factor to award the bid.

2016/2017 STREET SWEEPER - BID #TWS-031-111616

The trade-in option as follows:

The City of Torrington has one (1) 2002 Freightliner FL70 Broom Bear sweeper for trade as an option towards the purchase of the vehicle up for bid. The vehicle can be inspected at the Torrington Street Department facility located at 107 Arthur Street, Torrington Ct. 06790 by appointment only. **Contact:** Ed Nuzenski (Acting Superintendent of Streets at 860-489-2352); Emil Castro (Fleet Supervisor at 860-689-3132) or Alan Regner (service coordinator at 860-489-2361).

- Brief Description: Broom Bear sweeper / model FL42H
 - Vehicle #59 – 2002 Freightliner FL70 chassis
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 - Engine – Caterpillar – 3126 / hours 7644
 - Transmission – Allison, HD-4560P \$ _____
- **The City of Torrington shall have the right to reject Trade-In credit offer.**
 - **The trade-in value will not be the determining factor to award the bid.**



STATEMENT OF REFERENCES
BID #TWS-031-111616
2016/2017 STREET SWEEPER

List five references which demonstrate your ability to complete the work included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your company's qualifications. **Bidders must supply email addresses for each reference.**

Reference No. 1

Customer Name/**Email**: _____
Contact Individual: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Equipment supplied: _____

Reference No. 2

Customer Name/**Email**: _____
Contact Individual: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Equipment supplied: _____

Reference No. 3

Customer Name/**Email**: _____
Contact Individual: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Equipment supplied: _____

Reference No. 4

Customer Name/**Email**: _____
Contact Individual: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Equipment supplied: _____

Reference No. 5

Customer Name/**Email**: _____
Contact Individual: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Equipment supplied: _____

CITY OF TORRINGTON
BID #TWS-031-111616
2016/2017 STREET SWEEPER
Acceptance of Terms of this Agreement

Name of Proposer: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

E-mail: _____

Authorized Signature _____ Title: _____

Name Printed: _____ Date: _____

It is agreed by the above signed proposer that the signature and submission of this proposal. Represents the proposer's acceptance of all terms, conditions, and requirements of the proposal specifications, and, if awarded, the proposal will represent the agreement between the parties.

The proposer agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the proposal documents, but which are incidental to the scope, intent, and completion of this contract, shall be deemed to have been included in the prices for the various items scheduled.
