

**CONTRACT DOCUMENTS
&
SPECIFICATIONS
FOR
PURCHASE OF
UNIVERSAL ROLLOUT
WASTE CONTAINERS**

RFP# PWC-025-070204



JUNE 11, 2004

REQUEST FOR PROPOSAL
For Purchase of Universal Rollout Waste Containers
City of Torrington, Connecticut

**CITY OF TORRINGTON
PURCHASE OF UNIVERSAL ROLLOUT
WASTE CONTAINERS**

RFP# PWC-025-070204

CONTRACT DOCUMENTS

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Together hereinafter referred to as the Contract Documents

**CITY OF TORRINGTON
PURCHASE OF UNIVERSAL ROLLOUT
WASTE CONTAINERS**

**REQUEST FOR PROPOSAL
RFP# PWC-025-070204**

The City of Torrington is accepting sealed bid proposals in duplicate for the purchase of approximately 13,600 universal rollout waste containers for the City of Torrington's semi-automated and automated collection system for municipal solid waste.

Bid Proposal documents will be available Wednesday, June 23, 2004. Bid Proposal packages may be obtained at the Purchasing Office, Room 109, City Hall, 140 Main Street, Torrington, CT. Sealed bid proposals will be received at the Office of the Purchasing Agent in Room 109, City Hall, 140 Main Street, Torrington, CT until 11:00 A.M. on July 2, 2004 at which time they will be publicly opened and read aloud.

Each bidder must deposit with his bid proposal, security in the form acceptable to the City in the amount of not less than five (5) percent of the Total Base Proposal Price, as provided for in the Instruction To Bidders. No proposal may be withdrawn for forty-five (45) days, Saturdays, Sundays and Holidays excluded after opening of proposals.

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

Dated in Torrington

June 18, 2004

Purchasing Agent



Charlene R. Antonelli

**CITY OF TORRINGTON
PURCHASE OF UNIVERSAL ROLLOUT
WASTE CONTAINERS**

INFORMATION FOR SUBMITTAL OF PROPOSALS

1. The City of Torrington, Connecticut, hereinafter called the OWNER, invites sealed bid proposals in the form attached hereto for the purchase of approximately 13,600 universal rollout waste containers for the City of Torrington's semi-automated and automated collection system for municipal solid waste. Sealed bid proposals will be received at the Office of the Purchasing Agent, Room 109 140 Main St., Torrington, CT until 11:00 a.m. Prevailing Time, on July 2, 2004 and opened thereafter in Room 109. Bid Proposals received later than the time specified will not be accepted. Amendments to or withdrawal of any section of the submitted proposal received later than the time & date set for the bid opening will not be considered.
2. Bid Bonds shall be in the amount of 5% of the total base proposal made out in favor of the City of Torrington and issued by a Surety company acceptable to the City of Torrington must accompany each proposal. 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. Proposals submitted without Certified Check or Bid Bond will not be accepted.
3. The OWNER may consider informal any bid proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bid proposals. Any bid proposal may be withdrawn prior to the scheduled time for the opening of bid proposals or any authorized postponement thereof. Bid proposals received later than the time specified will not be accepted.

Bid Proposals shall remain in effect for a period of forty-five (45) days after the actual date of opening thereof, and may be withdrawn after such period only by express written notice.

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 proposal. All checks or bid bonds will be returned to the unsuccessful bidder within 10 days after approval of the contract 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 proposal. 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.

Any alleged oral agreement made by a bidder with any agency or employee of the City of Torrington will be disregarded.

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

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PURCHASE OF UNIVERSAL ROLLOUT
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INFORMATION FOR SUBMITTAL OF PROPOSALS

The terms and conditions of these "Information For Submittal of Proposals" are made a part this Proposal.

4. **PREPARATION OF BID PROPOSAL:** Each bid proposal must be submitted in duplicate on the prescribed form and all blank spaces for prices must be filled in, in ink or typewritten. Unsigned bid proposals will not be accepted. The bid proposal and duplicate must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project, "Municipal Refuse And Recyclable Material Collection", for which the bid proposal is submitted. If forwarded by mail, the sealed envelop containing the bid proposal must be enclosed in another envelope addressed to the Purchasing Agent, City of Torrington, Connecticut. Unsigned bid proposals will not be accepted. Bidders are expected to examine all instructions, specifications, drawings, sites, installations etc. Failure to do so will be at the bidder's risk. Erasures or other changes to the bid proposal form must be initialed by the person signing the bid proposal.

5. **ADDENDA AND INTERPRETATIONS:** No interpretation of the meaning of any portion of the proposal will be made to any bidder orally. Every request for interpretation shall be in writing to the Purchasing Agent, Room 109 140 Main Street, Torrington, Connecticut, 06790 and to be given consideration must be received at least seven (7) days prior to the date fixed for the receipt of proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the documents which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than five days prior to the date fixed for the opening of proposals. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his proposal as submitted. All addenda so issued shall become part of the CONTRACT DOCUMENTS.

6. **WORKMAN'S COMPENSATION INSURANCE:** The contractor shall take out and maintain during the life of the contract adequate Workman's compensation Insurance for all the employees employed on said work. 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.

7. **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

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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.

8. **TAXES:** The CITY is exempt from State and Federal taxes. The price bid must be net exclusive of all taxes. However, successful bidder may not claim exemption upon his purchase of materials, supplies, equipment or parts needed to complete the requirements of this CONTRACT.
9. **PRICING:** All prices are based on delivery to the destination(s) designated in the General Conditions. Machines, equipment, and vehicles shall be fully assembled, serviced and ready for use. Any discounts for payment (invoicing terms) should be entered on the proposal page and will be considered if the discount period is twenty (20) days or longer.
10. **SUBCONTRACTING:** 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.
11. **QUALIFICATIONS OF BIDDER:** Bid Proposals will only be accepted from manufacturers, authorized distributors, dealers or contractors who are actively engaged in the sale, manufacture or provision of the item(s) called for in the proposal. No bid proposal shall be accepted from, or contract awarded to any person, firm or corporation that is in arrears or in default to the CITY upon any debt or contract; or that is a defaulter, as surety or otherwise, upon any obligation to the CITY; or that has failed to perform faithfully any previous contract with the CITY. Where an installation, assembly, or service is to be performed by a subcontractor, bidder must name the subcontractor, and the CITY reserves the right to determine whether the named subcontractor is fit and capable to perform the required work. Each bidder will submit supporting data regarding their qualifications in order to determine whether he is qualified to undertake the work of the CONTRACT with the Bid Proposal. This supporting data will include, as a minimum:
 - a. Satisfactory evidence that the bidder, or in the case of a joint venture, the principal partner, has been in existence as a going concern for not less than five (5) years.
 - b. Evidence that bidder is licensed or permitted to do business in the State of Connecticut and the City of Torrington, or a sworn statement that it will take all necessary actions to become so licensed or permitted if its Bid Proposal is accepted.
 - c. Users lists including contact names and telephone numbers of municipalities who have owned and operated the cart being bid.

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- d. The names and resumes of the principal officers, partners, and/or officials of the bidder's organization. This shall include the name and resume of the individual who will be considered in responsible charge of this CONTRACT.
- e. Any additional information reasonably requested by the City of Torrington.

12. **AWARD OF CONTRACT:**

- a. The CONTRACT will be awarded to that responsible bidder whose bid proposal conforming to the invitation will be the most advantageous to the CITY. The CITY reserves the right to make an award for all or some of the items set forth and to select one or more Alternative Services Proposals as submitted by the Successful Bidder when the CITY has determined that to do so would be in the best interest of the City.
- b. The CITY reserves the right to reject any or all bid proposals and to waive informalities and minor irregularities in bid proposals received when the public interest will be served thereby.
- c. The CITY will notify all bidders of the award and return bid sureties to all but the apparent low bidder three (3) days after the bid award.
- d. After Notice of Award from the CITY, the successful bidder will have ten (10) days to enter into a CONTRACT with the CITY or forfeit as liquidated damages the bid security deposit.

13. **PERFORMANCE:** In the case of default by the selected bidder, the CITY will secure the services from another vendor and shall hold the bidder responsible for any costs in excess of the CONTRACT price to the CITY. The bidder shall be responsible for the cost of providing the services in the interim period.

14. **SPECIFICATIONS AND PRODUCT DESCRIPTION:** When brand names, model numbers, trade names, catalog numbers or cuts are listed, they are included for the purpose of furnishing bidders with information concerning the style, type or kind of article desired. Any bidder may offer an article which he certifies to be equal or better in quality, performance or other essential characteristics. Any available printed material or literature which describes the product being offered shall be included with the bid. The CITY shall be the sole judge of suitability of substitutes offered. When a formal numbered specification is referred to in this invitation, no deviation there from will be permitted, and bidder will be required to furnish articles in conformance with that specification.

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15. SAFETY: All practices, materials and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent State and/or local safety and environmental codes.
16. INTERPRETATION: No verbal interpretation of these proposal documents will be made to any bidder. Supplemental instructions, if required, will be issued as addenda and sent to all bidder and shall be included in the Bid Proposal.
17. PATENTS: Contractor agrees to indemnify and hold harmless the CITY, and its employees from all suits and actions of any description arising from the use of patented materials or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment shall be submitted to the CITY prior to the execution of any CONTRACT in which such materials or processes are proposed to be used.
18. GUARANTEE AND WARRANTY: Contractor guarantees that all articles offered for sale comply fully or are fully equal to the item(s) required and specified. All expenses covering return or replacement of defective or improper materials will be assumed by bidder. In no instance shall the bidder refer the CITY to any distributor or manufacturer for settlement of any claim arising out of defective or improper merchandise. Should the bidder fail to replace or repair any defective or improper merchandise within thirty (30) days from the date of notice, the CITY may make the necessary corrective arrangements and charge the cost to the bidder. Bidder agrees to reimburse the CITY in such instances. Samples of any warranties or guarantees which will apply to the goods being offered for sale shall be included as part of the proposal submission.
19. EQUAL EMPLOYMENT: Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. contractor will take affirmative action to insure that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
20. OBSERVANCE OF LAWS: The contractor shall, at all times, observe and comply with all Federal, State and City laws, ordinances and regulations in any manner affecting the conduct of the work. In addition, all orders or decrees which have been promulgated or enacted by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees or CONTRACT shall be observed and complied with.

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21. EXAMINATION OF CITY: BIDDERS shall inspect the entire City area included in the scope of services and make their own determination as to all circumstances which may affect the cost of the services to be provided. Estimates provided herein are not to be considered binding, and bidders shall assume all patent and latent risk in connection with the aforementioned.

22. MANUFACTURES'S LITERATURE: BIDDERS shall submit with the proposal the following information:

 Manufacturer's brochures, specifications, literature, handouts and warranty for the Automated Collection carts proposed to be used.

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BID PROPOSAL

Proposal of _____
(hereinafter called 'BIDDER'), (an individual), (a partnership), (a corporation) organized and existing under the laws of the State of _____), doing business as _____, to the City of Torrington, Connecticut (herein after called "CITY").

In compliance with your Invitation to Bid, BIDDER hereby proposes to perform all work and supply materials required for the Purchase of Universal Rollout Waste Containers in strict accordance with the CONTRACT DOCUMENTS at the prices stated below.

By submission of this BID, the BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract in accordance with the BID DOCUMENTS.

BIDDER hereby acknowledges receipt of the following ADDENDA:

NOTES:

1. Amounts are shown in both words and figures. In cases of discrepancy, the amount shown in words shall govern.
2. Unit and lump sum prices shown include all labor, equipment, materials, licenses, permits, overhead, profit, insurance, etc. to cover the work of the several kinds called for.
3. BIDDER understands that the CITY reserves the right to reject any or all bids and to waive any informalities or irregularities.
4. BIDDER agrees that this bid shall be good and may not be with- drawn for a period of forty-five (45) days after the actual date of opening.
5. BIDDER understands that the quantities of work tabulated in this PROPOSAL or indicated in the Bid Documents are only approximate, and are subject to increase or decrease by the CITY.
6. Upon receipt of written notice of the acceptance of this bid, the BIDDER will execute the formal CONTRACT attached within ten (10) days, and deliver any surety bonds and Certificates of

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BID PROPOSAL

Insurance required by the General Conditions. The bid security in the amount of five (5%) percent of the bid price is to become the property of the CITY in the event the CONTRACT and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the CITY caused thereby.

7. The following schedule of bid items shall be completed in ink or typewritten. All unit prices must be entered in both words and figures, and extended by the BIDDER. In case there is a discrepancy between the total bid price and the correct extension and sum of the amounts for each bid item, the latter shall govern.

8. The total bid price for the CONTRACT, as calculated on this form is NOT part of the proposal, but is to be used solely for the comparison of bids to determine the apparent low BIDDER.

9. Alternate Bid Items shall be completed for the tax-exempt lease/purchase financing of the Rollout Waste Containers. Bidder shall attached separate lease proposals and amortization schedules supporting the lease/purchase financing proposal.

BASE BID ITEMS

Item No.	Approximate Quantity	Brief Description of Item With Unit Bid Price in Words	Unit Bid In Figures	Total Amount In Figures (Quantity x Unit Price)
1	12,050	Min. 96-Gallon Universal Rollout Waste Containers with Delivery & Distribution The Sum Of _____ Each.	\$ _____	\$ _____
2	1,200	Min. 64-Gallon Universal Rollout Waste Containers with Delivery & Distribution The Sum Of _____ Each.	\$ _____	\$ _____
3	150	Min. 48-Gallon Universal Rollout Waste Containers with Delivery & Distribution The Sum Of _____ Each.	\$ _____	\$ _____
TOTAL BASE BID PRICE (Items 1 + 2 + 3):				\$ _____

ALTERNATE BID ITEMS

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Total for Alternate Bid Items should not be included with the Total Base Bid Price. This work is to be accepted in part at the option on the CITY.

A-1. TAX-EXEMPT LEASE/PURCHASE FINANCING, FIVE YEAR TERM

Financing Amount: _____
(Must Equal Total Base Bid Amount)

Interest Rate: _____

Annual Payment Amount: _____

A-2. TAX-EXEMPT LEASE/PURCHASE FINANCING, SEVEN YEAR TERM

Financing Amount: _____
(Must Equal Total Base Bid Amount)

Interest Rate: _____

Annual Payment Amount: _____

A-3. TAX-EXEMPT LEASE/PURCHASE FINANCING, TEN YEAR TERM

Financing Amount: _____
(Must Equal Total Base Bid Amount)

Interest Rate: _____

Annual Payment Amount: _____

Respectfully Submitted By:

(Signature)

(Name)

(Business Address)

(Title)

(Business Address)

(SEAL - If Bid is by a Corporation)

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____ as Principal, and
_____ as Surety, are hereby held and
firmly bound unto the CITY OF TORRINGTON, CONNECTICUT, as OWNER in the penal
sum of FIVE (5%) PERCENT OF THE ATTACHED BID for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2004.

The condition of the above obligation is such that whereas the Principal has submitted a certain
BID to THE CITY OF TORRINGTON, attached hereto, and hereby made a part hereof to enter
into a CONTRACT in writing for the PURCHASE OF UNIVERSAL ROLLOUT WASTE
CONTAINERS.

NOW, THEREFORE,

A. If such BID is rejected, or

B. If such BID shall be accepted and the Principal shall execute and deliver a
CONTRACT in the form attached hereto properly completed in accordance with the BID) and
shall furnish a BOND for his faithful performance of said CONTRACT, and shall in all other
respects perform the agreement created by the acceptance of said BID, then this obligation shall
be void, otherwise it shall remain in full force and effect; it being expressly understood and
agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed
the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees to the obligations of said Surety and
its BOND shall be in no way impaired or affected by an extension of time within which the
OWNER may accept such BID; and such Surety does hereby waive notice of any such
extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereto set their hands and seals,
and such of them as are corporations have caused their corporate seals to be hereto affixed, and
these presents to be signed by their proper officers, the day and year first set forth above.

_____ by: _____ (L.S.)
(Principal)
_____ by: _____
(Surety) (Attorney-in-Fact)

**CITY OF TORRINGTON
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GENERAL SPECIFICATIONS

1. The City of Torrington Public works Department is commencing an automated collection system for its residential solid waste. The specifications herein describe the minimum acceptable performance requirements for universal rollout waste containers in the sizes noted. Bidders are to have thoroughly read and understood these specifications prior to bid submission.
2. All bids will be submitted on the City's bid form provided. Bidders will complete the specification column, with a check mark, to indicate if the item being bid meets, exceeds or does not meet the specification. If any item is left blank, the City will assume the bidder cannot meet the specification.
3. By checking any of the "Does Not Meet" spaces, the bidder states that the product being bid does not conform to that specification or criteria. All variations and/or exceptions will be documented, referencing applicable paragraph(s), and explained in detail. If the City determines by any means, that exceptions exist, which were not identified on such list, then that bid will be disqualified, as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications and requirements as stated.
4. Because the City has limited storage space, these Universal Carts will be capable to stack seven (7) carts high minimum, and be 100 % nestable when fully assembled.
5. All Bidders shall attach to their typed Bid Quotation, this complete General Specification, which includes Bidder Comply Meets/Exceeds/Does Not Meet Answers for each line item. Failure to comply with this request will result in Automatic Disqualification, no exceptions.
6. Bidder understands that the City will purchase a minimum of 13,400, universal rollout waste carts, and will accept deliveries in quantities of 6,700 each, with assembly, delivery and actual home number recording included. The estimated quantity for distribution includes:

96-gallon =	12,050
64-gallon =	1,200
48-gallon =	150

The Bidder shall provide recommendations to the City to assist in determining quantities to be purchased/distributed to provide a rollout waste container to a total of 13,131 residential units in Torrington.
7. The Bidder is advised that the Specifications included herein are minimum requirements. They are included to be descriptive rather than restrictive and to indicate to the Bidder the type of Rollout Container acceptable to the City of Torrington.

No.	<p style="text-align: center;">EQUIPMENT SPECIFICATIONS AND PERFORMANCE CRITERIA UNIVERSAL ROLLOUT WASTE CONTAINERS</p>						
1	<p><u>MANUFACTURING PROCESSES AND MATERIALS.</u> The rollout container shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished container will be the minimum specifications herein. The City of Torrington will accept bids from interested qualified bidders to furnish and deliver universal rollout containers consisting of a body, lid, wheels, axel, literature packet/brochure and necessary accessories required by the Public Works Department.</p>						
2	<p><u>MAKE OF CART</u> – Bidder shall fill in the following information:</p> <p style="text-align: center;"> Manufacturer of cart _____ Address _____ State/Zip _____ Telephone No _____ Cart Model No. _____ Year of Manufacturer _____ 2004 </p>						
3	<p><u>MODEL NUMBER & CAPACITY</u> – The model numbers for the carts being bid includes:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">96-Gallon Cart Model # _____</td> <td style="width: 50%;">Capacity (gallons) _____</td> </tr> <tr> <td>64-Gallon Cart Model # _____</td> <td>Capacity (gallons) _____</td> </tr> <tr> <td>48-Gallon Cart Model # _____</td> <td>Capacity (gallons) _____</td> </tr> </table> <p>Bidder agrees to include the specific model cart literature with bid documents, of the exact carts being bid, complete with cart weight and exterior dimensions for each size cart bid.</p>	96-Gallon Cart Model # _____	Capacity (gallons) _____	64-Gallon Cart Model # _____	Capacity (gallons) _____	48-Gallon Cart Model # _____	Capacity (gallons) _____
96-Gallon Cart Model # _____	Capacity (gallons) _____						
64-Gallon Cart Model # _____	Capacity (gallons) _____						
48-Gallon Cart Model # _____	Capacity (gallons) _____						
4	<p><u>REFERENCES</u> – Bidder must show its experience in manufacturing automated waste containers with a three (3) year minimum in field use comparable in size to the City of Torrington, which are compatible with semi-automated bar-locking lifters and automated arm lifters. This list will state the municipalities, quantity at each, a contact that has experience with the carts, and the phone number to the contact</p>						
5	<p><u>YEARS OF EXPERIENCE</u> – All cart manufacturers agree to list the exact number of years that they have continuously produced/manufactured universal carts in the U.S.A. _____ years.</p>						
6	<p><u>TOTAL NUMBER OF CARTS IN SERVICE</u> – The bidder certifies, that the cart being bid, has been in continuous service, since _____ (year) and has delivered over _____ (quantity) carts in the U.S.A.</p>						
7	<p><u>WARRANTY CLAIM RATE</u> – All bidders agree to provide the specific warranty claim rate per 1,000 carts for the cart being bid. The warranty claim rate is _____ % or _____ carts per 1,000 carts delivered. Bidder agrees to supply manufacturer documentation to support the warranty rate percentage</p>						

No.	EQUIPMENT SPECIFICATIONS AND PERFORMANCE CRITERIA UNIVERSAL ROLLOUT WASTE CONTAINERS	MEETS SPECIFICATION	EXCEEDS SPECIFICATION	DOES NOT MEET SPECIFICATION
8	<u>STANDARDS OF DESIGN</u> – The rollout container will meet all relevant sections of American National Standards Institute (ANSI) Z245.30 and Z245.60 and be designed such that wastes flow freely out of the cart when dumped by a fully automated lifting mechanism. Bidder will submit independently certified copies of all ANSI test results for each size container with bid. Test results will state load (in pounds) under which tests were conducted. The load under which the tests were conducted will be the same as the load rating stated in all literature and specifications. Cart will be able to adapt to all future automated-arm units with no exception to any specific automated-arm and is guaranteed not to crack the cart.			
9	<u>PLASTIC MATERIAL</u> – All plastic materials will be 100%, recyclable and repairable. Base plastic resin will be first quality linear medium-density polyethylene supplied by a national petrochemical producer. Color Pigment will be compounded at a concentration of 1.0% minimum to 2.0% maximum.			
10	<u>PLASTIC RESIN</u> – The plastic resin will be enhanced with color pigment and ultraviolet inhibitor, which will be uniformly distributed throughout the finished container. To ensure thorough distribution of these additives, the resin and additives will be mixed in a molten state using a Hot Melt Compounding Process. Bidder will submit a statement that all of the plastic resin and additives will be Hot Blended. Bidder will submit technical data sheet(s) from the resin producer, which verify that the resin to be used in the container body will meet the following minimum property levels: ESCR; (Environmental Stress Crack Resistance) >1000 hrs.; Elongation > 1000%. Bidder agrees to fill in his cart’s property levels for: <u>Elongation:</u> Bidder certifies his cart’s Elongation at yield will be: _____ % <u>ESCR:</u> Bidder agrees to fill in his cart’s ESCR to be: _____ hrs			
11	<u>LOAD RATING</u> – Each container will be designed to regularly receive and dump at least 335 pounds of waste materials, excluding the weight of the container, without permanent damage or deformation. The load rating will conform to ANSI Standard Z245.30.			
12	<u>RIM OF BODY</u> – The upper rim of the will consist of a closed tubular design similar to square steel tubing, for maximum strength during collection. The rim will also include a ledge on which the lid rests to create a light seal between body and lid. Rolled over or other rims that are open on the underside are unacceptable.			
13	<u>LID</u> – The lid will be 100% molded for maximum life and be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the container properly or becomes otherwise unserviceable. The lid will be crowned in shape and designed to disallow entry rain, when in a closed position. Living hinges and lid counterweights are unacceptable. Lid latches are unacceptable. The lid will open from a closed position though a full 270° arc.			
14	<u>BOTTOM</u> – The bottom of the container will have molded-in wear strip to protect against dragging. Container base will be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable			

No.	EQUIPMENT SPECIFICATIONS AND PERFORMANCE CRITERIA UNIVERSAL ROLLOUT WASTE CONTAINERS	MEETS SPECIFICATION	EXCEEDS SPECIFICATION	DOES NOT MEET SPECIFICATION
15	<u>WHEELS</u> –Wheels will be 10” in diameter and 1.75” wide with knobby treads. Wheels will be extra high molecular weight polyethylene capable of supporting 200 pounds per wheel.			
16	<u>AXLE</u> –The axle will be 5/8” diameter zinc chromate plated solid high strength steel fully supported by cart body. Axle will slide through two molded plastic journals in the cart bottom and will not be exposed to contents inside of container. Each molded-in axle journal will be at least 1” wide. Axles attached by means of bolts or rivets are unacceptable.			
17	<u>STABILITY</u> –The container/cart will be stable and self-balancing, when in the upright position, either loaded or empty. The container will be designed to withstand winds of up to 35 mph when empty. Containers will be easy for a citizen to tilt, to the roll position, when fully loaded, while keeping both feet on the ground. Any container, which is judged as too difficult to tilt when loaded with 335 pounds of material, will be disqualified. Containers that require a foot fulcrum, to assist in tilting the container are unacceptable.			
18	<u>LIFT SYSTEM</u> – The container will be equipped with attachment points, which make it compatible with standard American semi- automated bar-looking lifters. The upper lift point will be integrally molded into the body of the container. Cart will be equipped with a factory installed steel rotating stop bar in a reinforced and completely sealed leak proof journal. The lower lift bar will be designed to withstand over ten (10) years of lifter attachment and will be 1” diameter galvanized steel. It will rotate a full 360° on its own axis. The lower bar will be mounted in molded-in plastic bearings, so that it is not exposed to the contents inside the container. The lower bar will be factory installed and cannot be attached by means of rivets, screws, bolts, fasteners, etc. Containers with bolted on lower bars or plastic lower bars are unacceptable.			
19	<u>NESTABILITY</u> – Containers will be designed so that each fully assembled container can be stacked inside another fully assembled container for maximum efficiency in storage and delivery. Containers that will not nest one inside another, when fully assembled are unacceptable. (NOTE: City has limited storage space). Bidder will fill in below the total maximum number of carts, fully assembled can be nested vertically to minimize storage area. Maximum _____ Carts high.			
20	<u>COLOR</u> – The color will be selected by the City. Bidder will also have available special “granite-like” colors in base colors of gray, brown, tan and green. These granite colors shall feature a pebble-like finish with multi colors in the surface blending together to create a granite-like visual impression. Surface treatments, spray-on finishes and materials that are not homogeneous are not acceptable. Bidder will submit color chips, of all solid colors and special granite colors available, with its bid.			

No.	EQUIPMENT SPECIFICATIONS AND PERFORMANCE CRITERIA UNIVERSAL ROLLOUT WASTE CONTAINERS	MEETS SPECIFICATION	EXCEEDS SPECIFICATION	DOES NOT MEET SPECIFICATION
21	<u>SALES BROCHURE</u> – Bidder will submit its normal printed color sales brochures, which shows the exact product item bid, and the corresponding load ratings. Load rating stated on literature will exactly match all specifications and ANSI certification submitted with bidder’s proposal.			
22	<u>SERIAL NUMBERS</u> – Each container will have a serial number Hot Stamped in white, on the front face of its body. The <u>serial number</u> will also be preceded by a letter or number code, which designates the year of manufacture. Serial numbers will be in sequence, beginning with a serial number designated by the City (no adhesive decals allowed).			
23	<u>CITY PROPERTY MARKING</u> – The text “Property of the City of Torrington” shall be permanently hot stamped in white, on the right side of each cart. Sample of text on cart plastic shall be provided for City approval prior to award.			
24	<u>CITY LOGO</u> – The City of Torrington Logo shall be permanently hot stamped in white, on the left side of each cart. Sample of logo on cart plastic shall be provided for City approval prior to award. City will supply artwork.			
25	<u>USER INSTRUCTIONS</u> – Instructions for safe use of the cart will be molded into each lid. The instructions will be in English and Spanish.			
26	<u>CART LITERATURE EXAMPLE/SAMPLE</u> – Bidder shall include with his bid document, an example of a typical literature packet. Bidder will supply a bilingual brochure (English and Spanish) with its bid.			
27	<u>DELIVERY OF THE CARTS</u> – Bidder agrees to write in below, its best delivery, in calendar days, for whatever quantities the city elects, for quantities of: For _____ Carts, Min # Days _____ Max # Days _____ Carts will be delivered fully assembled and Ready-to-Roll			
28	<u>ELECTRONIC FILE LISTING PROGRAM</u> –The cart manufacturer shall provide an Electronic File Listing Program that will list the specific serial number of each cart delivered to each residence. The bidder agrees to key in the delivery reasons and will hand deliver a Completed Electronic File to the City upon completion. The Bidder agrees to supply a sample of their Electronic File Listing System with its bid document.			
29	<u>ASSEMBLY / DELIVERY / RECORDING</u> – (A. D. & R.) Delivery/Assembly and Recording of the cart will be by the cart manufacturer only (not local dealer). The name of the A. D. & R. contractor will be: _____ _____ Recording of the Specific Cart Serial Number, which will be assigned to a specific street number house, will be the responsibility of original cart manufacturer. City agrees to supply a municipal street printout in electronic format.			
30	<u>DRAWINGS</u> – All bidders shall supply with their bid, a certified engineer drawings of their cart that is being bid, with a Top View, Side View, Grip Section, Serial Number Location, Hot Stamp Locations all displaying all the exact measurement of their own universal nestable cart.			

No.	EQUIPMENT SPECIFICATIONS AND PERFORMANCE CRITERIA UNIVERSAL ROLLOUT WASTE CONTAINERS	MEETS SPECIFICATION	EXCEEDS SPECIFICATION	DOES NOT MEET SPECIFICATION
31	<u>TESTING OF CART</u> – Bidder will supply all test documentation on the specific cart they are bidding, with regards to capacity/weight/wind/load rating.			
32	<p><u>WARRANTY</u> – Bidder will submit with its bid document, which will clearly state the exact warranty of the bidder. The warranty will be for no less than ten (10) full years Manufacturer’s Warranty plus eight years extended warranty. Warranty will specifically provide the cost of replacement of any component parts, which fail in materials of workmanship, for a period of eighteen (18) years after installation. The bidder’s warranty is understood to include, whether stated in bidder’s warranty or not, the following coverage.</p> <ul style="list-style-type: none"> A. <u>Failure of the lid to prevent rainwater</u> from entering the container when closed. B. <u>Damage to the container body, lid, or any component parts</u> through opening or closing lid. C. <u>Failure of the lower lift bar</u> from damage during interface with lifters. D. <u>Failure of the body and lid</u> to maintain their original shape. E. <u>Damage or cracking</u> of the container body through normal operating conditions. F. <u>Failure of the wheels</u> to provide continuous, easy mobility, as originally designed. G. <u>Failure of any part to conform</u> to minimum standards as specified herein. H. <u>If Bidder Is Owned By Another Business Entity</u>, then the owning entity will also accept full financial responsibility for the warranty of the bidder. The bidder will submit with their bid, a letter from the owning entity, which clearly states its obligation and commitment to honor the warranty of the bidder, should the bidder ever, be in a position to not do so. Such letter will be signed by the owning entity’s top officer and notarized. I. <u>Warranty specimen</u> of exact warranty offered, will be included with your type written proposal. J. List cost of replacement parts to be attached. 			
33	<p><u>LOCAL PARTS/SERVICE/WARRANTY/SUPPORT/INVENTORY:</u> – All bidders will list below the complete name of your <u>local</u> dealer, who will supply parts, service/training/spare carts, during the warranty period.</p> <p>Name: _____</p> <p>Company: _____</p> <p>Address: _____</p> <p>City/State: _____ Zip Code: _____</p> <p>Business Tel: _____ Fax Tel: _____</p>			
34	<u>ADDITIONAL REORDERS IF AN AWARD IS MADE</u> – What percent of increase over your bid price will the factory require, if the City elects to re-order additional carts on one/two/three years ____%. What is the minimum purchase quantity _____.			
35	<u>EXCEPTIONS TO THE CART SPECIFICATIONS</u> – All Bidders agree to list in detail, on separate attached sheets, all exceptions to bid specifications.			

**CITY OF TORRINGTON
PURCHASE OF UNIVERSAL ROLLOUT
WASTE CONTAINERS**

EXHIBIT A

CITY LOGO

