

City of Rexburg

Purchase of a New 2009 Vacuum Sweeper  
FY 2009

John Millar  
Public Works Director

City of Rexburg

Purchase of a New 2009 Vacuum Sweeper  
FY 2009

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City of Rexburg

**ADVERTISEMENT TO BID**

Separate sealed bids for the purchase of a new vacuum style street sweeper will be received by the City of Rexburg, Idaho. The bids will be received at the City Hall, 12 North Center, P. O. Box 280, Rexburg, ID 83440 until 4:00 P.M. on February 27, 2009. Copies of the specifications for the equipment can be obtained by contacting the Public Works Director at the above address. The City reserves the right to reject all proposals or any proposal not conforming to the intent and purpose of the Bid Documents. This street sweeper is being funded through the CMAQ program with the Idaho Transportation Department.

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Date: February 12, 19 & 26, 2009

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John Millar  
City of Rexburg

## SECTION 1 – INSTRUCTIONS FOR BID

### **PROCEDURES FOR SUBMISSION OF BID PROPOSAL**

#### **1. MULTIPLE DOCUMENTS TO MAKE UP ENTIRE AGREEMENT**

Sections I through IV as well as Invitation to Bid taken together shall make up the entire agreement between the City of Rexburg and the successful bidder. The bidder should read carefully and understand all these documents. By signing and submitting the Section II – PROPOSAL, the successful bidder does herein agree to abide by the terms and conditions of the entire agreement.

#### **2. COMPLIANCE**

The bid submitted must comply with the specifications and general terms and conditions included herein and any addendum issued. **FAILURE TO COMPLY CAN RESULT IN REJECTION OF THE BID.**

#### **3. BID SUBMITTAL**

Bids shall be submitted in a plainly marked sealed envelope. On the outside of the envelope, the name of the project or item being bid, the bid opening time and date and name and address of the bidder shall be indicated. When a bid is forwarded by mail, the bid envelope shall be enclosed in another envelope addressed as specified in the “Invitation to Bid.”

#### **4. BID FORMS**

All blank spaces in the proposal form must be filled in, preferably in black ink or typewritten. No changes may be made in the phraseology of the forms nor may the bidder add any phraseology conditioning the acceptance of the award. In case of a discrepancy between unit and total prices, unit prices shall govern.

**A proposal shall be deemed nonresponsive if it contains omissions, erasures alterations not initialed, additions of any kind, prices not called for, prices which are obviously unbalanced or items which fail to conform to the conditions of the “Invitation to Bid.”**

The bidder shall sign his proposal in the space(s) provided therefore. If the bidder is a corporation, the legal name of the corporation shall be entered together with the original signature of an agent authorized to sign contracts on behalf of the corporation. If the bidder is a partnership, the true name of the firm shall be entered together with the original signature of the partner(s) authorized to sign contracts on behalf of the partnership.

#### **5. INTERPRETATIONS OF QUANTITIES IN BID SCHEDULE**

The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. The scheduled quantities may be increased, decreased, or omitted. The City of Rexburg retains the right to place multiple orders throughout the duration of the

agreement. Furthermore, the City may elect to extend the duration of the agreement as provided for in Section IV.

## **6. BID OPENING**

Bids will be opened at the time and place specified in the "Invitation to Bid." No person will be denied the right to the present during the bid opening process. Bids received by the City after the time specified will not be opened or considered and will be returned to the bidder.

## **7. TELEGRAPHIC OR WRITTEN MODIFICATION OF PROPOSAL**

Any bidder may modify his bid by telegraphic or written communication at any time prior to the closing time for the receipt of bids, provided such communication is received by the City prior to the time set for bid opening. The telegraphic or written communication should not reveal the total bid price; it should, however, state the addition or subtraction, or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened.

## **8. WITHDRAWAL OF PROPOSAL**

Any proposal may be withdrawn prior to the scheduled time set to bid opening either by telegraphic or written request or in person (by bidder or authorized agent). No proposal may be withdrawn after the time set for bid opening.

## **9. BID SECURITY**

Proposals must be accompanied by a certified check, cashier's check or a bid bond issued by a surety authorized to issue such bonds in the State of Idaho, in the amount of five percent (5%) of the total amount of the proposal submitted. The bid security shall be given as a guarantee that the bidder will not withdraw his proposal for a period of 30-days after bid opening and will execute all required documents if an award is made to the bidder for the product(s), service(s), and/or supplies bid upon.

The Attorney-in-Fact (Resident Agent) who executes a bond on behalf of the surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the surety on the date of execution of the bond.

## **10. RETURN OF BID SECURITY**

Within 15-days after the award of the contract, the City will return bid securities, other than bid bonds, to all bidders whose proposals are not to be further considered in awarding the contract. Retained bid securities will be held until the contract has been fully executed, after which all bid securities, other than the successful bidder's bonds and any guarantees which have been forfeited, will be returned to the respective bidders whose proposals they accompanied.

## **11. ADDENDA**

Prior to the bid opening, any interpretation or change in the contract documents will be made only in writing in the form of addenda. Addenda, if any, will be furnished to all bidders receiving

a set of documents from the City. Bidders shall submit with their proposals a signed copy of the addenda. The City will not be responsible for any other explanation or interpretation of the contract documents. Any oral explanations, instructions and interpretations given to bidders prior to the bid opening will not be binding on the City unless supplemented by written addenda.

## **12. BURDEN OF PROOF**

It is the bidder's responsibility to furnish the City with sufficient data to determine whether or not the product(s), service(s), and/or supplies offered conform to the specified requirements. The City is not liable for any costs incurred by bidders prior to issuance of a purchase order or execution of the AGREEMENT as set forth in Section IV.

### **PROCEDURES FOR ANALYSIS FOR AWARD DETERMINATION**

## **13. FIRM BIDS**

Prices submitted are to be considered firm. No cash discounts can be accepted or used in determining a low bid.

## **14. DATA TO BE FURNISHED WITH BID**

The following submittals shall be made with the bid:

- a. List of additions, deletions or variations from the specifications.
- b. Catalog cuts and technical descriptions (specifications) of the equipment and/or its components.
- c. Description of service availability.
- d. Complete Statements of all applicable equipment warranties.

## **15. SERVICE REQUIRED**

The successful bidder shall be able to provide service to the City, where applicable, for the items bid and delivered.

## **16. CONFORMANCE**

The product(s), service(s) and/or supplies required and provided shall conform, in all respects, to the specifications provided herein. The City shall have no financial obligation for any nonconformance with the specified requirements.

## **17. PRODUCT AND BIDDER'S QUALIFICATIONS**

The product(s), service(s) and/or supplies proposed by the bidder must equal or exceed the specified criteria set forth herein and the bidder shall be able to show evidence of such.

Bidder, when carrier is primary component, must be an authorized franchise dealer licensed in Idaho for type carrier in this specification. When mounted unit is primary component, and the carrier is by separate manufacturer, there must be an authorized franchise dealer licensed in Idaho for type of carrier furnished in this specification to service warranty responsibilities.

**18. BID ANALYSIS AND AWARD**

Bids received will be analyzed based on “the lowest responsible bidder criteria”, as provided by Idaho Code.

**19. CRITERIA TO DETERMINE LOWEST RESPONSIBLE BIDDER**

The following criteria and point value will pertain and be used in making an award.

|   |                   |
|---|-------------------|
| a. Category I - Bids Received   | 100 points        |
| Low bidder meeting specifications receives the maximum points. Other bidders will receive a percentage of points, based on the percentage difference between their bid and the lowest bid received. |                   |
| b. Category II - Equipment Analysis   | 100 points        |
| Analysis of equipment offered, with respect to specification compliance, etc. Said analysis will be made by the City of Rexburg.  |                   |
| c. Category III - Special   | 50 points         |
| Equipment guarantee offered, option(s) set forth in the specifications, delivery and/or additional items of benefit to the City of Rexburg, and exceeding those required by the specifications.     |                   |
| <b>TOTAL CATEGORIES I,II,III</b>  | <b>250 POINTS</b> |

**20. ACCEPTABILITY**

Acceptability of the item shall be judged solely by the City. Decisions shall be final and in the best interests of the City.

**21. MATERIALS**

Materials shall be free from defects and shall be those ordinarily used for the intended service, unless otherwise specified herein.

It is the intent of these specifications to permit the bidder to supply any of the item specified, or offer an equivalent. Wherever any particular item is indicated by patent, proprietary or brand name or by name of manufacturer, such wording is for the purpose of facilitating its description and shall be deemed to be followed by the words “or approved equivalent.” The bidder shall, at its own expense, furnish with its bid, data concerning items offered as being equivalent to those specified. The City shall determine whether the material offered is equivalent to that specified.

## **22. BASIS OF AWARD**

This contract will be awarded based on the bidders submitting item(s) meeting specifications and the lowest bid. All items must pass the specifications before the bid will be considered.

The City reserves the right to reject any or all bids, to waive informalities and to contract in the best interest of the City.

## **23. WAIVERS**

Specifications and manufacturer's models noted in this bid are those that are acceptable to the City. **All deviations must be listed.**

## **24. DISQUALIFICATIONS OF BIDDERS**

More than one proposal submitted pursuant to this "Invitation" from the individual, firm, partnership or corporation under the same or different names will not be considered. Evidence of collusion between bidders will be sufficient cause for rejection of bids so submitted.

### **MISCELLANEOUS PROVISIONS**

## **25. AWARD**

An award, if any, will be made within 30-days of the date of opening bids.

The City reserves the right to reject any of all bids, to waive informalities and to contract in the best interest of the City.

## **26. EXECUTION OF AGREEMENT**

The successful bidder must execute an Agreement with the City within 15 days after award by the City Council. This condition may be satisfied by returning the signed Agreement (Section IV) with the Bidder's Proposal.

## **27. PROTESTS FROM THE BIDDER**

Any protests concerning the method of evaluation or determination of lowest responsible bidder must be made in writing and received by the City prior to the award of the contract by the City Council. Failure to raise such a protest in writing shall be deemed to operate as a waiver as to any objections that may have been raised on the part of the bidder.

## **28. FOREIGN ENTITIES**

If bidder is an entity not organized and existing under the laws of the State of Idaho, that it will be appropriately authorized, registered, qualified, certified or otherwise in compliance with the laws of the State of Idaho relating to doing business in Idaho as a foreign entity prior to any award of a contract under this Invitation. At any time after the bid opening, at the request of

the City, the bidder will provide the City with proof of compliance within five (5) business days following the request. The bid may be rejected if bidder does not provide such proof prior to the date scheduled for the award.

#### **29. DELIVERY**

The successful bidder agrees to deliver the unit or perform the service required as stated herein. Failure to maintain the delivery time specified constitutes an event of default by the bidder. Upon default, the City may, at its option, treat the contract as breached and seek compensatory damages as provided by law.

Delivery is to be made FOB Rexburg, Idaho unless otherwise stated.

#### **30. BACK ORDERS**

The City must be notified of all back ordered items and the estimated number of days before shipment is to be made. Any back order that will exceed 14-days for delivery may, at the option of the City be cancelled and ordered from another source.

#### **31. ANTI-DISCRIMINATION CLAUSE**

The bidder agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex or age, handicap and veterans status with regard, but not limited, to the following: employment up grading, demotion or transfer, recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services.

It is further understood that any bidder who is in violation of this clause shall be barred forthwith from receiving an award from the City, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such act is unlikely.

**SECTION II – PROPOSAL**

**PURCHASE OF A NEW 2009 VACUUM SWEEPER**

To: City of Rexburg  
P.O. Box 280  
Rexburg, Idaho 83440

Date: February 24, 2009

|  |                                  |
|--|----------------------------------|
| Bidder   | MetroQuip, Inc.                  |
| Address  | 1953 East Commercial St Meridian |
| State of Domicile  | Idaho                            |
| Bidder's person to contact for additional information regarding this proposal: |                                  |
| Name   | Jason Sever                      |
| Title  | Equipment Sales Manager          |
| Telephone  | (208) 344-3318                   |

The undersigned, hereinafter called Bidder, declares that the only persons or parties interested in this proposal are those named herein, that this proposal is, in all respects, fair and without fraud, and that it is made without collusion with any official or employee of the City or with any person submitting another proposal for this contract.

The bidder further declares that he has carefully examined the "Invitation to Bid", "Instructions to Bidders", "Specifications" and "Agreement" applicable to this proposal. The bidder acknowledges the fact that the description of the quantities included herein is intended only to indicate the general nature of the requirements by the City, and that this proposal is made according to the provisions set forth in the "Invitation to Bid", "Instructions to Bidders", "Specifications" and "Agreement", which documents are hereby made a part of this proposal.

The bidder agrees that if this proposal is accepted, he will (within 15 calendar days after notice of award) sign a contract or be prepared to fulfill a purchase order to provide the item(s) proposed herein and will fulfill all requirements in the manner, in the time, and according to the methods and procedures stipulated.

In the event the bidder is awarded a contract or issued a purchase order and shall fail to provide the items within the time specified herein, said failure to maintain the delivery time specified constitutes an event of default by the bidder and the City will seek compensatory damages including consequential damages, as provided by law.

The bidder further proposes to accept as full payment for the materials proposed herein the amounts computed under the provisions of these documents and based on the lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The bidder agrees that the lump sum prices and the unit prices represent a true measure of the costs required, including all allowances for overhead and profit, to provide the materials specified.

A bidder's bond, certified check or cashier's check made payable to The City of Rexburg for five (5%) of the total bid amount accompanies this proposal.

Bidder further agrees that in case of default in executing a contract or fulfilling a purchase order resulting from this proposal, the bid security accompanying this proposal and any money payable thereon shall be and remain the property of the City of Rexburg.

Having carefully examined the "Invitation to Bid", "Instructions to Bidders", "Specifications" and "Agreement", as well as the terms and conditions affecting the same, the undersigned hereby proposes to furnish and deliver the item(s) as specified in accordance with the attached "Bid Schedule."

|   |        |
|---|--------|
| IF SOLE PROPRIETOR OR PARTNERSHIP   |        |
| In witness hereto the undersigned has set (his/her/its) hand this <u>24</u> day of <u>February</u> , 2009 |        |
| Name of Firm:   | By:    |
| Address:  | Title: |

|   |
|---|
| IF CORPORATION  |
| IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized agent this <u>24</u> day of <u>February</u> , 2009 |

|  |                  |
|--|------------------|
| Name of Firm: MetroQuip, Inc.                              | By:              |
| Address: 1953 East Commercial Street<br>Meridian, Id 83642 | Title: President |
| ATTEST:  | (Seal)           |

**BID SCHEDULE**

**PURCHASE OF A NEW 2009 VACUUM SWEEPER**

| ITEM NO. | ITEM DESCRIPTION    | QTY. | UNIT | UNIT PRICE BID | BID ITEM TOTAL |
|----------|---------------------|------|------|----------------|----------------|
| 1        | 2009 Vacuum Sweeper | 1    | Each | 180,235.00     | \$180,235.00   |
|          |                     |      |      | Base Bid Total | \$180,235.00   |

Schedule must be bid as a whole unit.

Any proposals shall be deemed nonresponsive which contains omissions, erasures, or alterations not initialed, additions of any kind, prices which are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published "Invitation to Bid".

Any bid not including this information will be considered non-responsive.

The unit price(s) bid shall include delivery to the City of Rexburg Street facility at 425 N. 5<sup>th</sup> W. Rexburg, Idaho.

BIDDER: MetroQuip, Inc.

DATE: 02/25/09

\_\_\_\_\_  
Jason Sever  
Sales Manager

**SECTION III – SPECIFICATIONS**

**PURCHASE OF A NEW 2009 VACUUM SWEEPER**

**TECHNICAL SPECIFICATIONS  
FOR  
SIX WHEEL PURE VACUUM STREET SWEEPER WITH BROOM ASSIST**

**Section A - Chassis**

|  |  | <b>COMPLY</b>     |                  |
|--|--|-------------------|------------------|
|  |  | <b><u>Yes</u></b> | <b><u>No</u></b> |
| <b><u>1.0 CHASSIS Dual Steer SERIES OR EQUAL</u></b>       |  |                   |                  |
| 1.1  | Chassis shall be cab-over-engine design with 32,000 GVW minimum rating. State chassis make, model: <u>Nissan UD3300</u>  | <u>X</u>          | <u>    </u>      |
| 1.2  | Wheelbase shall be not more than 164 inches.   | <u>X</u>          | <u>    </u>      |
| 1.3  | Cab to axle shall be not more than 132 inches.   | <u>X</u>          | <u>    </u>      |
| 1.4  | Yield strength of the Rail, High Strength, 51,200 PSI, 35.7 section modulus, 1,828,000 RBM.  | <u>X</u>          | <u>    </u>      |
| 1.5  | One- (1) 50-gallon fuel tank shall be shared by both engines and shall be easily accessible without raising or shifting any components. A fuel gauge, in cab, shall be supplied. Sight tube is not acceptable. | <u>X</u>          | <u>    </u>      |
| <br>   |  |                   |                  |
|  |  | <b>COMPLY</b>     |                  |
|  |  | <b><u>Yes</u></b> | <b><u>No</u></b> |
| <b><u>2.0 CHASSIS ENGINE</u></b>                           |  |                   |                  |
| 2.1  | Truck engine shall in line six cylinder turbocharged diesel, 230 Hp @ 2500 RPM, 506 ft-lbs. @ 1500 RPM meeting EPA 07 emissions.   | <u>X</u>          | <u>    </u>      |
| 2.2  | Truck engine shall be equipped with a single left-hand vertical exhaust system.  | <u>X</u>          | <u>    </u>      |
| 2.3  | The cooling system shall be protected to -34° F.   | <u>X</u>          | <u>    </u>      |
| 2.4  | Engine shall be equipped with dual stage dry-type air cleaner with safety element, spin-on fuel filter, full flow oil filter, and fuel/water separator.  | <u>X</u>          | <u>    </u>      |
| 2.5  | Engine shall be equipped with block heater.  | <u>X</u>          | <u>    </u>      |
| 2.6  | Radiator fan shall be viscous drive type.  | <u>X</u>          | <u>    </u>      |
| <br>   |  |                   |                  |
|  |  | <b>COMPLY</b>     |                  |
|  |  | <b><u>Yes</u></b> | <b><u>No</u></b> |
| <b><u>3.0 TRANSMISSION, AXLES, WHEELS &amp; BRAKES</u></b> |  |                   |                  |
| 3.1  | An Allison 2500 Series (or approved equal) automatic transmission with heavy duty oil cooler shall be provided. An external spin on transmission oil filter is to be included with the Allison transmission.   | <u>X</u>          | <u>    </u>      |

- |     |   |                            |
|-----|---|----------------------------|
| 3.2 | The 2-speed rear axle shall have a ratio of approximately 5.86/8.17:1 for proper sweeping speeds.   | <u>  X  </u> <u>      </u> |
| 3.3 | The minimum 12,000 lb. front axle shall be equipped with 12,000 lb. Springs and shock absorbers.  | <u>  X  </u> <u>      </u> |
| 3.4 | The 21,000 lb. rear axle shall be supported by an multi leaf spring system with auxiliary having a minimum capacity of 21,000 lb.                             | <u>  X  </u> <u>      </u> |
| 3.5 | For safety and to allow the emergency interchange of tires at a job site and front and rear tires and rims shall all be interchangeable.                      | <u>  X  </u> <u>      </u> |
| 3.6 | Tires shall be tubeless radial tires 14 ply 11R22.5 "G" load rated. The rear axle shall include dual tires for load capacity; singles will not be acceptable. | <u>  X  </u> <u>      </u> |
| 3.7 | Brakes shall be full air brakes with a 20.8 CFM minimum capacity compressor, and with automatic slack adjusters.  | <u>  X  </u> <u>      </u> |
| 3.8 | Air system shall include an air dryer with moisture ejector.  | <u>  X  </u> <u>      </u> |
| 3.9 | Parking brake shall be spring applied rear wheel drum and shoe.   | <u>  X  </u> <u>      </u> |

**4.0 CAB**

**COMPLY**  
**Yes   No**

- |     |  |                            |
|-----|--|----------------------------|
| 4.1 | Maximum visibility, forward line of sight from the chassis front bumper to the point on the ground visible to the operator shall not exceed 8 feet for an SAE 98 <sup>th</sup> percentile size operator. | <u>  X  </u> <u>      </u> |
| 4.2 | Steering shall be full power with dual operator controls.  | <u>  X  </u> <u>      </u> |
| 4.3 | Each steering column shall be fully independent and shall include separate steering gear boxes and separate pitman arms.   | <u>  X  </u> <u>      </u> |
| 4.4 | Seats shall be adjustable, covered with cloth for air circulation and include 3 point seat belts. Right Hand seat shall have air ride suspension.  | <u>  X  </u> <u>      </u> |
| 4.5 | Sweeper shall include two (2) heated outside west coast type mirrors with lower 8.5 inch minimum convex lens for easy viewing of the side broom during sweeping.   | <u>  X  </u> <u>      </u> |
| 4.6 | To maximize operator visibility of the curb and sweeping gear, outside mirrors shall be mounted forward of the front wheels.   | <u>  X  </u> <u>      </u> |
| 4.7 | Hydraulic functions shall be controlled by rocker switches located in the cab mounted control panel.   | <u>  X  </u> <u>      </u> |
| 4.8 | For safety during night sweeping, switches shall be illuminated so that they can be readily identified without the use of the cab dome light.  | <u>  X  </u> <u>      </u> |
| 4.9 | Switches shall be clearly identified by name and symbol.   | <u>  X  </u> <u>      </u> |

- |      |   |                          |
|------|---|--------------------------|
| 4.10 | Cab interior environment shall be fully air-conditioned including a fresh air heater/ventilator/defroster.                  | <u>  X  </u> <u>    </u> |
| 4.11 | Cab shall have full flow through ventilation for optimal temperature control and operator comfort.                          | <u>  X  </u> <u>    </u> |
| 4.12 | Windshield wiper shall be two speeds with washer.   | <u>  X  </u> <u>    </u> |
| 4.13 | Wipers shall have intermittent feature.   | <u>  X  </u> <u>    </u> |
| 4.14 | Interior of cab shall have acoustical insulation for low operating noise, automotive type trim, and center sweeper console. | <u>  X  </u> <u>    </u> |
| 4.15 | Dash shall be faced with soft molded plastic.   | <u>  X  </u> <u>    </u> |
| 4.16 | All glass shall be tinted safety glass.   | <u>  X  </u> <u>    </u> |
| 4.17 | Each operator position shall have adjustable sun visor.   | <u>  X  </u> <u>    </u> |
| 4.18 | Doors shall be key locked.  | <u>  X  </u> <u>    </u> |
| 4.19 | Door windows shall be vertical slide type with opening vent windows.  | <u>  X  </u> <u>    </u> |
| 4.20 | Cab shall have power windows and door locks.  | <u>  X  </u> <u>    </u> |
| 4.21 | Side windows shall have defogger.   | <u>  X  </u> <u>    </u> |

**5.0 INSTRUMENTS**

**COMPLY**  
**Yes   No**

- |     |  |                          |
|-----|--|--------------------------|
| 5.1 | Chassis left side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, odometer, trip odometer, fuel gauge, water temperature gauge, air pressure gauge, and volt gauge.                                    | <u>  X  </u> <u>    </u> |
| 5.2 | Chassis right side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, odometer, trip odometer, fuel gauge, water temperature gauge, air pressure gauge, and volt gauge.                                   | <u>  X  </u> <u>    </u> |
| 5.3 | Chassis gauges shall include speedometer, odometer, coolant temperature, tachometer, voltmeter, oil pressure, fuel level and air pressure.   | <u>  X  </u> <u>    </u> |
| 5.4 | Chassis engine instruments shall include warning light and chime for low coolant level and high coolant temperature to warn the operator of a potential problem before any damage to the engine occurs. Console shall have left/right primary driver switch. | <u>  X  </u> <u>    </u> |
| 5.5 | Truck instruments shall include warning lights for battery, and cab latch to make sure the cab is locked in position.  | <u>  X  </u> <u>    </u> |
| 5.6 | Sweeper engine instruments shall include tachometer, hour meter, oil pressure, fuel, voltage, and coolant temperature for complete information for the operator on the condition of the auxiliary engine.  | <u>  X  </u> <u>    </u> |
| 5.7 | Instruments shall include an auxiliary engine air intake restriction indicator mounted in the fixed console, for ease of maintenance, and a hopper "full load"   | <u>  X  </u> <u>    </u> |

indicator to notify the operator the hopper is fully loaded.

5.8 Dash, all console switches including transmission controls and all gauges shall be illuminated.  X

**6.0 ELECTRICAL**

**COMPLY**  
**Yes No**

6.1 Batteries should be located in an enclosed accessible environment for long life and ease of service.  X

6.2 Chassis shall have two (2) maintenance free batteries rated at not less than 1244 CCA, 12 volt.  X

6.3 Chassis engine shall have a 130 amp alternator.  X

6.4 Chassis lighting shall include sealed multi-beam halogen head-lights w/daytime running lights, stop lights, tail lights, backup lights, license plate lights, clearance lights, signal lights, illuminated gauges and instrument panel, and directional lights with hazard switch.  X

**Section B - Sweeper Module**

**7.0 SWEEPER ENGINE**

**COMPLY**  
**Yes No**

7.1 Diesel engine shall be 4 cylinder, turbocharged, dynamically counter balanced 276 CID (John Deere 4045T or equal). Engine must be Tier 3 Emission compliant.  X

7.2 Horsepower rating shall be 115 HP minimum (86 kW) @ 2500 RPM, torque 291 lb-ft @1400 RPM.  X

7.3 For greater heat dissipation, less noise and lower cost of maintenance, engine shall have individually replaceable wet sleeve cylinder liners.  X

7.4 Engine shall be protected by a dual safety element dry type air cleaner & restriction indicator that indicates it is time to service the filter element.  X

7.5 Engine shall be filled with 50/50 mixture anti-freeze/water for cold weather storage and or operation.  X

7.6 Sweeper engine shall drive the blower fan by a heavy-duty five (5) "V" groove power belt, without the use of a step-up auxiliary gearbox.  X

- |     |  |              |       |
|-----|--|--------------|-------|
| 7.7 | To minimize noise and vibration, the entire joined engine, coupling and fan assembly shall be isolation mounted on the auxiliary frame.  | <u>  X  </u> | _____ |
| 7.8 | The engine shall be enclosed and surrounded by the front part of the sweeper body, by two fiberglass access doors. One at the right-hand side and one at the left-hand side of the sweeper body. These doors provide access to serviceable items without tilting the hopper. | <u>  X  </u> | _____ |
| 7.9 | A fluid coupler shall be installed between the auxiliary engine and the power belt drive, which allows for smooth starting and stopping of the engine, while preventing the momentum of the fan system from driving the engine when the engine is turned off.                | <u>  X  </u> | _____ |

**8.0 BLOWER**

**COMPLY**  
**Yes    No**

- |     |   |              |       |
|-----|---|--------------|-------|
| 8.1 | The blower shall be rated at not less than 12,500 CFM rating with 56" negative water pressure. The fan shall be rated by an independent test facility.  | <u>  X  </u> | _____ |
| 8.2 | The blower shall be driven by a five (5) "V" groove power belt for maximum performance and simplicity of construction, with tension adjustment not requiring repositioning of the engine or approved equal.                                   | <u>  X  </u> | _____ |
| 8.3 | The blower shall be a turbine type, constructed of abrasion resistant steel and fully balanced for longevity of fan and bearing life. A die-cast aluminum alloy or steel open face blower covered with rubber or not, will not be acceptable. | <u>  X  </u> | _____ |
| 8.4 | The blower housing shall be constructed a minimum of 10 gauge abrasion resistant steel and lined with Linatex (or equal) for maximum extended wear in abrasive environments.  | <u>  X  </u> | _____ |
| 8.5 | The blower housing shall have an inspection door for quick inspections without removing the blower housing or looking into the air exhaust opening.   | <u>  X  </u> | _____ |
| 8.6 | The blower housing shall not be an integral part of the hopper. Replacement of the blower housing must not require any cutting and welding of the housing and or hopper.  | <u>  X  </u> | _____ |
| 8.7 | The blower shall be mounted on heavy-duty re-greasable bearings, capable of being greased from ground level. Greasing of the bearings must be possible without tilting the hopper.  | <u>  X  </u> | _____ |

**9.0 SUCTION NOZZLES AND HOSES**

**COMPLY**  
**Yes    No**

- |     |   |              |       |
|-----|---|--------------|-------|
| 9.1 | The suction nozzle pick-up area shall be not less than 155 sq./in. with suction nozzle width a minimum of 30 inches.  | <u>  X  </u> | _____ |
| 9.2 | The suction hose shall have a quick disconnect coupling, not requiring any tools, at the lower area, near the suction nozzle. This is to allow easy access to both the suction nozzle and suction hose for inspection and cleaning when obstructions occur. The quick disconnect must be accessible without tilting the hopper. | <u>  X  </u> | _____ |

- |      |  |                          |
|------|--|--------------------------|
| 9.3  | The entire suction hose quick disconnect section and hose transition piece into the suction hose gate valves must be of a bolt-on design for easy maintenance and service.   | <u>  X  </u> <u>    </u> |
| 9.4  | All metal components, nozzle, tube, etc. shall be constructed of abrasion resistant steel for longer life in an abrasive environment. Cast aluminum components or components using rubber liners are not acceptable.   | <u>  X  </u> <u>    </u> |
| 9.5  | The suction hose shall be not less than 10 inches in inside diameter to allow for larger objects and large quantities of debris to enter the suction hose.   | <u>  X  </u> <u>    </u> |
| 9.6  | The nozzles shall extend 15 inches beyond the wheel track for increased performance closer to the curb and better visibility of the nozzle from the cab. The nozzles shall have a replaceable wear edge for running against the curb.  |                          |
| 9.7  | An integral automatic "jackknife style" gate valve shall be bolted on the top of the suction hose where the material enters the hopper. The gate valve is automatically activated with the suction nozzle activation and prevents material from dropping back down the nozzle tubes when the vacuum is stopped. The gate valve also prevents material/debris from being dropped into the suction nozzle when the sweeper is traveling. | <u>  X  </u> <u>    </u> |
| 9.8  | The jackknife style gate valve is of such a design that it cleans itself from debris. It is operated by a heavy-duty air cylinder that activates the gate valve. This cylinder shall be similar to other air cylinders used in the air system of the sweeper for interchangeability of parts and easy service.   | <u>  X  </u> <u>    </u> |
| 9.9  | The suction nozzle shall ride on two heavy-duty caster wheels. These caster wheels shall be of a pivoting design. This allows the nozzle to move sideways, better staying in the path of debris and following road contours, as well as improving service life. Non-pivoting caster wheels are not allowed.  | <u>  X  </u> <u>    </u> |
| 9.10 | The suction nozzle shall be equipped with a front mounted shutter. This shutter allows easy entry of large objects and large quantities of leaves. The shutter must be replaceable as a separate part, rather than replacing the entire suction nozzle. Suction nozzles that pivot in the back creating a shutter opening in the front, or suction nozzles that have no shutter as part of their design will be considered.            | <u>  X  </u> <u>    </u> |
| 9.11 | Sweep path:  |                          |
|      | Nozzle only = 35 inches  | <u>  X  </u> <u>    </u> |
|      | Side broom and nozzle = 52 inches  | <u>  X  </u> <u>    </u> |
|      | Extension broom and nozzle = 78 inches   | <u>  X  </u> <u>    </u> |
|      | Side broom, extension broom and nozzle = 95 inches   | <u>  X  </u> <u>    </u> |
|      | Dual side brooms, extension broom and dual nozzle = 144 inches   | <u>  X  </u> <u>    </u> |

**10.0 SIDE BROOMS**

**COMPLY**  
**Yes No**

- |      |   |                          |
|------|---|--------------------------|
| 10.1 | The right and left side broom shall be a free floating trailing arm design with | <u>  X  </u> <u>    </u> |
|------|---|--------------------------|

inward motion safety to prevent damage when sweeping and encountering a fixed obstacle. The trailing arm shall be of a parallelogram design for simple, non-binding action/motion and for constant bristle and wear pattern.

- |      |   |                          |
|------|---|--------------------------|
| 10.2 | The side brooms shall be 36-inch diameter minimum, with hydraulically driven rotation.  | <u>  X  </u> <u>    </u> |
| 10.3 | The side brooms shall be pneumatically raised, lowered and suspended by heavy duty pneumatic cylinders that are common with other pneumatic cylinders on the sweeper for ease of service and maintenance. | <u>  X  </u> <u>    </u> |
| 10.4 | Adjustable down pressure shall be pneumatically controlled by the operator from the cab.  | <u>  X  </u> <u>    </u> |
| 10.5 | The broom hydraulic motor drive shall provide not less than 4500 in/lbs. of torque for superior digging power.  | <u>  X  </u> <u>    </u> |
| 10.6 | The side broom assemblies shall have greaseless pivot pins for ease of maintenance.   | <u>  X  </u> <u>    </u> |
| 10.7 | The side broom assemblies shall be supported in the storage position by a transport hook.   | <u>  X  </u> <u>    </u> |
| 10.8 | Each side broom shall be controlled from in the cab by simple rocker switches.  | <u>  X  </u> <u>    </u> |
| 10.9 | To prevent exposure to accidental laceration by the bristle tips, side brooms shall retract with wire bristle tips unexposed.   | <u>  X  </u> <u>    </u> |

**11.0 EXTENSION BROOM**

**COMPLY**  
**Yes   No**

- |      |   |                          |
|------|---|--------------------------|
| 11.1 | The extension broom shall be minimum 53 inches long, 16 inches in diameter, disposable, and reversible.   | <u>  X  </u> <u>    </u> |
| 11.2 | The extension broom shall be hydraulically driven (with relief valve), pneumatically raised, lowered, and suspended.  | <u>  X  </u> <u>    </u> |
| 11.3 | The extension broom shall operate at an 18 degree windrow angle minimum for quicker sideways movement of debris. The broom can pivot for left hand side or right hand side sweeping and is activated by a heavy duty pneumatic cylinder that is common with other pneumatic cylinders on the sweeper for ease of service and maintenance. | <u>  X  </u> <u>    </u> |
| 11.4 | The extension broom hydraulic motor drive shall provide not less than 4500 in/lbs. of torque.   | <u>  X  </u> <u>    </u> |
| 11.5 | Suspension shall be by pneumatic lift with out-of-cab variable down pressure control.   | <u>  X  </u> <u>    </u> |
| 11.6 | The extension broom shall have a greaseless pivot pin.  | <u>  X  </u> <u>    </u> |
| 11.7 | The extension broom rotation shall stop and all sweeping functions shall raise automatically, when transmission is placed into reverse or when the sweeper is put   | <u>  X  </u> <u>    </u> |

in transport mode.

11.8 A broom cover shall be provided  X

**COMPLY**  
**Yes No**

**12.0 HOPPER**

12.1 Volumetric capacity shall be 8 cubic yards minimum.  X

12.2 Hopper shall be constructed of a minimum 10 gauge steel sides, and ¼ in. floor.  X

12.3 A weight actuated full load indicator shall be mounted in the cab on the control panel.  X

12.4 The hopper tilt angle when dumping shall be a minimum of 50°. Dumping shall be accomplished by tilting the hopper via a two-stage telescopic cylinder. The use of multiple cylinders for tilting the hopper shall not be acceptable. The use of a moving raker bar which is attached to the rear door inside the hopper in lieu of tipping the hopper for dumping shall not be acceptable.  X

12.5 The hopper floor angle shall be a minimum of 10°.  X

12.6 A removable, replaceable and adjustable, abrasion resistant "scoop" style steel deflector shall be located at each suction inlet. This deflector is to direct material to the center of the hopper for optimal loading conditions.  X

12.7 The hopper rear door shall be hinged at the top of the door and opened by means of a hydraulic cylinder. The hopper rear door should open at a minimum angle of 90° to be perpendicular to the hopper opening for maximum dumping action. The 0 has evaluated many styles and considers this design to be the most effective for dumping and cleaning. No exceptions to this requirement will be acceptable.  X

12.8 Hydraulic cylinder movement shall be controlled by the use of two hydraulic valve levers on the right-hand side of the hopper to view discharging of debris out of the hopper during dumping for maximum safety.  X

12.9 For maximum operator safety the rear hopper door shall have an internal door prop. No exception to this safety requirement shall be accepted.  X

12.10 The hopper rear door shall include an automatic lock mechanism for a tight fit and optimal sealing between the hopper and the rear door.  X

12.11 The rear door seal shall be a water resistant heavy-duty reinforced D style rubber seal for optimal sealing. Foam seals that can absorb moisture and freeze are not acceptable.  X

12.12 Two screens, for a total screen area of 3000 square inches, of not less than 11 gauge steel shall be installed to allow air to move freely from the hopper into the blower area. The hopper screens shall be hinged and pinned to allow easy clean out.  X

12.13 The front section of the hopper must cover the auxiliary engine, and must be constructed of heavy fiberglass. This fiberglass consists of a roof section and two  X

fiberglass side doors that allow access to the serviceable items for ease of maintenance. All these items must be accessible without tilting the hopper.

- |       |  |              |       |
|-------|--|--------------|-------|
| 12.14 | The hopper shall cover the main water tank of the water system and will provide easy access to the water system components. Water tanks that are an integrated part of the hopper shall not be allowed.  | <u>  X  </u> | _____ |
| 12.15 | When raising the hopper the water tank shall not raise with the hopper. The water tank shall be mounted to the sweeper frame and shall be removable for service.   | <u>  X  </u> | _____ |
| 12.16 | The hopper shall have hopper cut-outs at each side of the hopper. These cut-outs provide easy access to the quick disconnect section on the suction nozzle and allow the suction hose and nozzle to have side-way movement for establishing more suction power at the curb | <u>  X  </u> | _____ |

**13.0 SPRAY WATER SYSTEM**

**COMPLY**  
**Yes   No**

- |       |   |              |       |
|-------|---|--------------|-------|
| 13.1  | The water system shall consist of two water tanks. Both shall be removable for service and shall have a total capacity of at least 330 gallons. Both tanks shall be constructed of rust proof polyethylene.               | <u>  X  </u> | _____ |
| 13.2  | The water tanks shall be frame mounted with no part sharing any common wall with the hopper and shall not raise during hopper dumping.  | <u>  X  </u> | _____ |
| 13.3  | Two electric 12 volt water pumps, 2-speed, diaphragm type pump provide 4 GPM & 40 PSI to the suction nozzle, the side broom and the extension broom. Belt driven pumps are not acceptable.                                | <u>  X  </u> | _____ |
| 13.4  | One water pump is fully dedicated to supplying water to the RH suction nozzle, RH side broom and extension broom for optimal dust control.  | <u>  X  </u> | _____ |
| 13.5  | One water pump is fully dedicated to supplying the LH suction nozzle, LH side broom and optional front spray bar for optimal dust control.  | <u>  X  </u> | _____ |
| 13.6  | The water pumps can be selectively controlled from the cab to adjust to the sweeping conditions.  | <u>  X  </u> | _____ |
| 13.7  | A 20 ft. 2.5 inch fill hose with female hydrant thread coupling and anti-siphon connector with strainer shall be supplied.  | <u>  X  </u> | _____ |
| 13.8  | A water level gauge shall be provided on the control console within the cab.  | <u>  X  </u> | _____ |
| 13.9  | Two (2) water spray nozzles are located at each side broom for optimal dust control.  | <u>  X  </u> | _____ |
| 13.10 | Seven (7) removable water spray nozzles are located inside the suction nozzle. Water spray nozzles that spray on the outside of the nozzle are not acceptable.  | <u>  X  </u> | _____ |
| 13.11 | The water filter, located near the water pumps must be easy to access and clean without tilting the hopper. A ball valve must be provided to allow cleaning of the filter without the loss of water from the water tanks. | <u>  X  </u> | _____ |

- |       |  |                          |
|-------|--|--------------------------|
| 13.12 | All water piping shall be external to the operator cab. For safety, no water lines capable of leaking or bursting shall be within the cab.   | <u>  X  </u> <u>    </u> |
| 13.13 | The extension broom is supplied with four (4) rubber mounted, quick disconnect spray nozzles for easy cleaning and maintenance. Non rubber mounted and non quick disconnect water nozzles are not acceptable.  | <u>  X  </u> <u>    </u> |
| 13.14 | All water lines shall be color-coded green for easy identification. Pressure water lines shall be Nylon PFT line for maximum life. All suction and fill water hose is a synthetic rubber braid reinforced hose for maximum life. Any other materials are not acceptable. | <u>  X  </u> <u>    </u> |
| 13.15 | All water connections are either Presto-matic push to lock or Push Lok fittings for easy assembly and maintenance and long life.   | <u>  X  </u> <u>    </u> |
| 13.16 | A 2 ½" anti-siphon air gap shall be supplied on the water tank fill to prevent contamination of supply water.  | <u>  X  </u> <u>    </u> |

**14.0 HYDRAULIC SYSTEM**

**COMPLY**  
**Yes   No**

- |      |   |                          |
|------|---|--------------------------|
| 14.1 | Tandem hydraulic pumps shall be a direct gear pump for maintenance free operation, having a flow capacity of 7.7 GPM @ 2500 RPM each. A belt driven or PTO driven hydraulic pump is not acceptable.                 | <u>  X  </u> <u>    </u> |
| 14.2 | Reservoir capacity shall be not less than 20 gallons and have an exterior sight gauge. The reservoir must be located in the enclosed auxiliary engine compartment for quick inspections without tilting the hopper. | <u>  X  </u> <u>    </u> |
| 14.3 | Hydraulic oil cooler shall be standard with fresh air intake and accessible with out raising the hopper. All hydraulic circuits shall have quick disconnect pressure check ports for ease of maintenance.           | <u>  X  </u> <u>    </u> |
| 14.4 | To minimize the hazards of potential leakage, all high pressure fittings shall be "O" ring face seal (OFS) on hose ends or "O" ring boss on hydraulic ports. Other systems shall not be acceptable.                 | <u>  X  </u> <u>    </u> |
| 14.5 | There shall be a 10 micron spin-on hydraulic filter. Exchange of the filter must be possible without tilting the hopper.  | <u>  X  </u> <u>    </u> |
| 14.6 | To further reduce the chance of hydraulic system contamination and joint leakage use of standard pipe threads requiring pipe dope shall not be acceptable.  | <u>  X  </u> <u>    </u> |

**15.0 PNEUMATIC SYSTEM**

**COMPLY**  
**Yes   No**

- |      |   |                          |
|------|---|--------------------------|
| 15.1 | The pneumatic system shall have DOT, prestomatic push to lock fittings for ease of maintenance and service. Any other fittings are not acceptable | <u>  X  </u> <u>    </u> |
| 15.2 | There shall be a PR4 type pressure protector for the chassis air system to protect the chassis air system at air pressures below 85 PSI.          | <u>  X  </u> <u>    </u> |
| 15.3 | A separate air tank for all sweeper air components shall be provided.   | <u>  X  </u> <u>    </u> |

- |      |   |                          |
|------|---|--------------------------|
| 15.4 | All pneumatic cylinders must be rated to 150 PSI and have separate rod seal and wiper to prevent contamination entering the cylinder.   | <u>  X  </u> <u>    </u> |
| 15.5 | Each cylinder shall be controlled by a single, two positions, solenoid valve mounted on a manifold with common input and exhaust. A manual override shall be provided on each solenoid valve for trouble shooting and function lockout. | <u>  X  </u> <u>    </u> |
| 15.6 | There shall be a filter with polycarbonate bowl to filter out contaminants down to 5 microns to prevent contamination in the air system.  | <u>  X  </u> <u>    </u> |
| 15.7 | All air lines should be color-coded silver and function stamped for ease of identification maintenance. Non color coded lines are not acceptable.   | <u>  X  </u> <u>    </u> |

**16.0 ELECTRICAL SYSTEM**

**COMPLY**  
**Yes No**

- |       |  |                          |
|-------|--|--------------------------|
| 16.1  | Sweeper electrical system shall be independent from the electrical system of the chassis.  | <u>  X  </u> <u>    </u> |
| 16.2  | Sweeper engine shall have one (1) 925 CCA, 12 volt battery.  | <u>  X  </u> <u>    </u> |
| 16.3  | Sweeper engine shall have a minimum 95 amp alternator.   | <u>  X  </u> <u>    </u> |
| 16.4  | Sweeper shall have an electronic back-up alarm for additional warning and safety when chassis is in reverse.   | <u>  X  </u> <u>    </u> |
| 16.5  | Sweeper lighting shall include rear identification lights, side broom and rear clearance lights.   | <u>  X  </u> <u>    </u> |
| 16.6  | Sweeper warning lights shall include hopper up, hopper full load and hopper rear door open.  | <u>  X  </u> <u>    </u> |
| 16.7  | Sweeper wiring harnesses shall be color-coded and hot stamped with appropriate word designation labeled every four inches, i.e. "Ignition", "Side Broom" on each wire. | <u>  X  </u> <u>    </u> |
| 16.8  | For safety, manual reset circuit breakers or fuses shall protect all electrical circuits.  | <u>  X  </u> <u>    </u> |
| 16.9  | Provide a superior model SY850 LED flashing arrow with cab controls or equal.  | <u>  X  </u> <u>    </u> |
| 16.10 | Front and rear mounted stripe public safety equipment model no. 6105 mh or equal.  | <u>  X  </u> <u>    </u> |

**17.0 CONTROLS**

**COMPLY**  
**Yes No**

- |      |  |                          |
|------|--|--------------------------|
| 17.1 | All sweeper controls shall be mounted on a central terminal for use from either right or left positions. This allows the operator to view all important auxiliary engine information from either operating position. | <u>  X  </u> <u>    </u> |
| 17.2 | The controls shall include all sweep, spray water, and lighting functions.   | <u>  X  </u> <u>    </u> |
| 17.3 | The controls for sweep, spray water, and lighting functions shall be conventional  | <u>  X  </u> <u>    </u> |

rocker switches.

- 17.4 Controls for auxiliary engine ignition and throttle, side broom down pressure and manual reset circuit breakers shall be located on the control console.  X  \_\_\_
- 17.5 The control console shall have a quick release access cover that can be fully hinged over a pivoting hinge  X  \_\_\_
- 17.6 The control console shall have integrated cup holders  X  \_\_\_

**18.0 INSTRUMENTS**

**COMPLY**  
**Yes No**

- 18.1 Sweeper engine instruments shall include tachometer, hour meter, oil pressure, fuel, voltage, and coolant temperature for complete information for the operator on the condition of the auxiliary engine.  X  \_\_\_
- 18.2 Sweeper engine instruments shall include an auxiliary engine air intake restriction indicator for ease of maintenance, a rear door "open" indicator, a "raised" hopper indicator and a "full" hopper indicator to notify the operator of hopper and hopper rear door conditions.  X  \_\_\_
- 18.3 Sweeper instruments shall include diagnostic information for the sweeper engine and sweeper functional information to include sweeper engine hours, side broom hours, water level, vacuum enhancer position and hopper door position.  X  \_\_\_

**19.0 PAINT**

**COMPLY**  
**Yes No**

- 19.1 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.  X  \_\_\_
- 19.2 Color shall White.  X  \_\_\_

**18.0 MANUALS**

**COMPLY**  
**Yes No**

- 18.1 Two (2) operation manuals shall be provided.  X  \_\_\_
- 18.2 Two (2) parts manuals shall be provided.  X  \_\_\_

**20.0 WARRANTY**

**COMPLY**  
**Yes No**

- 20.1 Manufacturer's warranty shall be not less than one (1) year on entire sweeper, including all parts and labor.  X  \_\_\_

- |      |   |                          |
|------|---|--------------------------|
| 20.2 | Manufacturer's warranty shall be not less than three (3) years on chassis engine, including all parts and labor.  | <u>  X  </u> <u>    </u> |
| 20.3 | Manufacturer's warranty shall be not less than lifetime protection against rust-through of the water tank.  | <u>  X  </u> <u>    </u> |
| 20.4 | 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 shall be deemed "non-responsive" and rejected without further review. | <u>  X  </u> <u>    </u> |

**21.0 SERVICE AND TRAINING**

**COMPLY**  
**Yes No**

- |      |   |                          |
|------|---|--------------------------|
| 21.1 | Vendors shall have a full parts and service facility within a reasonable distance from the Rexburg. State location and distance.<br><br><u>    Meridian, Idaho    285 miles    </u> | <u>  X  </u> <u>    </u> |
|------|---|--------------------------|

- |      |  |                          |
|------|--|--------------------------|
| 21.2 | A qualified technician shall provide complete training to the Cities personnel at the Garage. Training shall include safety, operation, maintenance and service. | <u>  X  </u> <u>    </u> |
|------|--|--------------------------|

**22.0 REXBURG SHOP DELIVERY**

**COMPLY**  
**Yes No**

- |      |  |                          |
|------|--|--------------------------|
| 22.1 | Sweeper shall be delivered F.O.B. to Rexburg, Idaho in first class operating condition.          | <u>  X  </u> <u>    </u> |
| 22.2 | Acceptance shall be subject to the inspection and approval of the City.                          | <u>  X  </u> <u>    </u> |
| 22.3 | Delivery of the unit to Rexburg is to be no later than 120 days after the execution of contract. | <u>  X  </u> <u>    </u> |

**23.0 QUALITY**

- |      |  |                          |
|------|--|--------------------------|
| 23.1 | Sweeper shall be manufactured by a company with a registered quality standard no less than ISO 9001. | <u>  X  </u> <u>    </u> |
|------|--|--------------------------|

**24.0 OPTIONAL ITEMS**

The City may choose, at its sole discretion, to add any or all of the optional items to this purchase. Bidder shall state the amount to be added to the Bidder's Proposal, should each item be selected.

ADDITIONAL COST: \$775.00 per side broom- side broom tilt control in cab

**25.0 EXCEPTIONS AND DEVIATIONS**

Bidder shall fully describe every variance, exception and/or deviation. Additional



## **GENERAL SPECIFICATIONS:**

The following general questions should be answered by the manufacturer. Only bidders using manufacturers who have experience in manufacturing vacuum sweeper will be considered:

1. How long has the manufacturer been in the business of manufacturing Vacuum sweepers units?  
29 Years.
2. How many units of this type has the manufacturer produced? 3,006 Supply a list of current users on the street provided.
3. Is the vacuum sweeper unit a bid a 2009 production model? Yes Yes or No. If no, list year \_\_\_\_\_.

## **MANUALS AND MAINTENANCE INFORMATION FOR VACUUM SWEEPER UNIT:**

Vendor shall provide two (2) copies of the manual described below. Manual is to be standard 3-ring type, with all data printed so that punching will not obscure any information. It will also have heavy plastics dividers with tabs identifying the different sections indexed in the front of the manual.

Information will include, but not be limited to:

All blueprints, drawings, tables of dimensions, etc., required for proper repair and maintenance.

Exploded view of all machinery, gear drives, shaft couplers, and associated equipment. Parts are to be identified easily for repair or maintenance. All fits and clearances shall be noted of the drawings.

Parts list, with sources identified including addresses and telephone numbers.

All electrical drawings and schematics showing circuitry and identifying all electrical components, for both power and control systems. There shall also be a narrative describing sequence of operation.

All listing of all greases, lubricants, identified both by name and IDO and AGMA specifications. It will also list those by brand names that are acceptable to the vendor for use of his equipment.

The manuals shall have one section identified as "Maintenance Summary" which shall list and describe all proper preventive maintenance needs to ensure long life and proper operation. This section shall describe all activities and periodicity of preventive maintenance.

## **INSTRUCTIONS OF TESTING – TRAINING:**

The supplier shall fully instruct and test buyers employees in the operation of the equipment furnished after delivery. Factory trained representatives shall conduct eight (8) hours of hands on training with operating personnel and eight (8) hours of hands on technical training with central maintenance personnel.

**WARRANTY:**

| UNIT COMPONENTS   | WARRANTY DESCRIPTION  |
|-------------------|---|
| Truck and Chassis | 3 years unlimited miles, 100% parts and labor   |
| Debris Hopper     | 5 years/ 5,000 miles  |
| Blower            | 12 months parts and labor-  |
| Hydraulic Pump    | 12 months parts and labor   |
| Carrier Engine    | Month <u>36</u> Miles <u>unlimited</u><br>Extended Warranty Offered:<br>Months <u>60</u> Miles <u>100,000</u> Cost <u>\$1,000.00</u>                          |
| Sweeper Engine    | Month <u>12/24</u> Hours <u>unlimited/2,000</u><br>Extended Warranty Offered:<br>Months <u>48</u> Hours <u>4,000</u> Cost <u>\$4,390.00 parts &amp; labor</u> |
| Overall Unit      | 12 months parts and labor   |

Be sure to specify parts and/or labor. If not specified, it will be taken to mean both. Minimum acceptable warranty on parts and labor is one year. In addition to the above warranty responsibilities, the successful bidder shall either provide pr pay for all vehicle towing which shall be caused by the failure of an in-warranty component.

**ACCEPTANCE OF UNIT:**

Delivery of the unit shall be at 425 N. 5<sup>th</sup> West Rexburg, Idaho at the Maintenance Department. Bid price shall include all expenses for delivery to the Maintenance Department.

Under no circumstances, will the City employees be allowed to drive the vehicle or in any other way be involved with the delivery of this unit. The City shall then inspect this unit for variations to the specifications. Training will not start until after the unit has been inspected and accepted by the City. All expenses incurred by the vendor for training shall be included in the bid price. Vendor shall allow 48 hours from delivery to acceptance by the City. Factory trained representatives shall conduct eight (8) hours of hands on training with the line of maintenance and operation personnel.

| <b>UNIT INFORMATION REQUIRED</b>   |  |
|--|--|
| Carrier:   | Make: Nissan<br>Model: UD 3300   |
| Vacuum Sweeper:  | Make: Elgin<br>Model: Whirlwind MV   |
| Carrier Engine:  | Make: Hino<br>Model: MD 230  |
| Auxiliary Engine:  | Make: John Deere<br>Model: 4045 T  |
| Frame:<br>If the frame section and RBM is adjusted to match sweeper/cleaner specifications, state "modulus" and "RBM". | Frame Modulus: <u>35.7</u><br>Frame RBM: <u>1,828,000</u>  |
| Axle Information:  | Manufacturer: <u>Arvin Meritor</u><br>Model No.: <u>RS21-230</u><br>Axle Gear Ratio: <u>5.86/8.17-1</u>                                  |
| Blower:  | Manufacturer: <u>Elgin</u><br>Model: <u>N/A</u><br>Maximum CFM: <u>20,000</u> @ <u>0</u> inches<br>neg. water column <u>56"</u> @ 12,500 |
| Dust Suppressing System:   | Water Pressure<br><u>40 psi</u> @ <u>8</u> gpm   |
| State location of nearest parts source:  | Meridian, ID   |
| State location of nearest service repair:  | Meridian, ID   |
| Does the bidder have a factory-trained serviceman in Rexburg? If no, state nearest location.                           | No, Meridian, ID   |
| Does warranty on unit include travel expense of serviceman to and from Rexburg?  | No   |
| Can you meet the delivery date?  | Yes  |
| <b>Total for complete Vacuum Sweeper Unit</b>  | <b>\$180,235.00</b>  |

Supplier Information Sheet  
 (To be completed by each bidder)

List of six (6) or more municipal or highway district users of vacuum sweeper units that have been in operation three or more years and that purchased the units new from the original equipment manufacturer or his distributor.

| MUNICIPALITY           | PHONE NUMBER   | MO/YR PURCHASES     |
|------------------------|----------------|---------------------|
| 1.City of Ontario, OR  | (541) 889-8572 | 04/2002             |
| 2.City of Caldwell, ID | (208) 455-3072 | 05/02, 12/04, 11/06 |
| 3.I.T.D. #3            | (208) 772-1200 | 08/2002, 07/2006    |
| 4.City of Burley, ID   | (208) 878-2256 | 10/2004             |
| 5.City of Nampa, ID    | (208) 465-2246 | 11/2004, 04/2007    |
| 6.City of Paul, ID     | (208) 438-4101 | 02/2006             |
| 7.                     |                |                     |
| 8.                     |                |                     |
| 9.                     |                |                     |
| 10.                    |                |                     |

**SECTION IV**

**AGREEMENT FOR THE PURCHASE OF A NEW 2009 VACUUM SWEEPER**

RECITALS

This AGREEMENT FOR PURCHASE OF A NEW 2009 VACUUM SWEEPER (AGREEMENT) is made and entered in to this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_ by and between City of Rexburg, a body politic and corporate of the State of Idaho and \_\_\_\_\_ (SUPPLIER).

WHEREAS, the City desires to enter into an AGREEMENT FOR THE PURCHASE OF A VACUUM SWEEPER and has advertised for Proposals; and

WHEREAS, ( \_\_\_\_\_ ) has been determined to be the lowest responsible bidder and has been awarded the contract by the City Council.

NOW, THEREFORE, BE IT RESOLVED, for and in consideration of the mutual covenants and conditions hereof, and the payments to be made hereunder, the parties agree as follows:

**AGREEMENT**

**SECTION 1. DEFINITIONS** the following terms are defined:

- a. The City shall mean The City of Rexburg, Idaho, a body politic and corporate of the State of Idaho. The Mayor or his representative may act on behalf of the City. The address and facsimile number for the purposes of the AGREEMENT is CITY OF REXBURG, \_\_\_\_\_ (fax number).
  - b. AGREEMENT shall mean this AGREEMENT FOR THE PURCHASE OF A VACUUM SWEEPER.
  - c. BIDDEER’S BOND shall mean the bond carried by a CONTRACTOR in his capacity as a bidder to this Proposal and retained to guarantee performance under the terms of this AGREEMENT in lieu of a PERFORMANCE BOND.
  - d. CONTRACT DOCUMENTS shall mean the documents that combined make up the City of Rexburg solicitation for the purchase ITEM which includes the “Invitation to Bid”, “Instructions to Bidders”, “Specifications”, “Bidder’s Proposal” and “AGREEMENT” as well as any other document that has been created to accurately reflect the understanding between parties. The word AGREEMENT may be used throughout this document to also mean CONTRACT DOCUMENTS.
  - e. SUPPLIER shall mean \_\_\_\_\_ whose address, telephone number and facsimile number for the purposes of this AGREEMENT is \_\_\_\_\_
-

- f. ITEM shall mean the materials, supplies, or goods, which are the subject of the AGREEMENT and is/are described in SPECIFICATIONS.
- g. SPECIFICATIONS shall mean all the provisions and requirements specifically describing the ITEM and contained as part of the CONTRACT DOCUMENTS.

**SECTION 2. INTENT OF AGREEMENT.** It is the intent of the parties by the execution of this AGREEMENT, which is integrated and incorporated into the body of CONTRACT DOCUMENTS to adequately set forth the full agreement between the parties for the sale and purchase of the vacuum sweeper.

**SECTION 3. DURATION OF AGREEMENT.** This AGREEMENT shall commence immediately upon execution by the City of Rexburg and shall continue until \_\_\_\_\_.

**SECTION 4. DUTIES OF THE PARTIES.** The SUPPLIER does herein agree to undertake duties as set forth in the CONTRACT DOCUMENTS for the sale and delivery of ITEM. The City does herein agree to accept conforming ITEM, provide notice to cure of any non-conforming ITEM and pay monies owed pursuant to its acceptance of conforming ITEM.

**SECTION 5. PAYMENT.** Payments will be made by the City upon submittal by the SUPPLIER. Partial payments shall be based upon the value of work performed to date or items furnished and/or installed.

**SECTION 6. SUBMITTALS.** All submittals shall include contract or purchase order numbers and appear on all acknowledgements, shipping labels, packing lists, invoices and all correspondence.

Invoices are to be sent to: City of Rexburg, P.O. Box 280, Rexburg, Idaho 83440.

**SECTION 7. ACKNOWLEDGEMENT OF RECEIPT OF ORDER.** SUPPLIER agrees to acknowledge all orders received from The City within three business days of order entry.

**SECTION 8. DELIVERY OF MANUAL(S).** All manuals relating to ITEM shall be submitted to the City prior to at the time of delivery of the ITEM.

**SECTION 9. CONDITION OF GOODS.** Any ITEM offered or shipped shall be new and warranted to be fit for purposes as set forth in the CONTRACT DOCUMENTS.

The ITEM or services provided shall conform, in all respects, to the SPECIFICATIONS provided in CONTRACT DOCUMENTS.

In the event an ITEM is supplied by the SUPPLIER to the City has an irregular appearance or physical blemish, and even though the ITEM is fit for the specific purpose intended, nevertheless, the City reserves the right to reject such ITEM as nonconforming and either require the SUPPLIER to repair such physical defect or irregularity or replace ITEM.

**SECTION 10. F.O.B. REXBURG, ID.** The SUPPLIER shall at his own expense and risk transport any ITEM called for within the SUPPLIER DOCUMENTS to the City principal place of business located in Rexburg, Idaho.

**SECTION 11. SUCCESSFUL BIDDER RESPONSIBILITIES.** The SUPPLIER will be required to assume responsibility for delivery, installation, and maintenance of all equipment, software, and support services required by this proposal whether or not the bidder is the manufacturer or producer of the item(s) bid.

**SECTION 12. LIABILITY INSURANCE IF INCIDENTAL WORK IS REQUIRED.** If the ITEM includes any incidental work, SUPPLIER agrees to carry such public liability and property damage insurance that will protect SUPPLIER and the City from claims for damages for bodily injury, including accidental death as well as property damage in an amount of no less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

**SECTION 13. RESPONSIBILITY FOR DAMAGES.** The SUPPLIER shall indemnify, save and hold harmless and defend, regardless of outcome, the City and its officers, agents and employees from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever (including injury or death of other, of any employee of SUPPLIER) caused by or arising out of the performance, act or omission of any term of provision on the CONTRACT DOCUMENTS.

**SECTION 14. RELEASE OF SUPPLIER'S BOND.** The City will authorize release of the BIDDER'S BOND after the SUPPLIER has fully and completely performed and there are no outstanding disputes pursuant to the terms of the CONTRACT DOCUMENTS.

**SECTION 15. AGREEMENT SUPPLEMENTED BY UNIFORM COMMERCIAL CODE.** Both parties agree that the Uniform Commercial Code (UCC) adopted in Idaho as Title 28, Chapters 1 through 12, especially Chapter 2 (Sale of Goods) shall govern the parties relationship with regard to the ITEM to the extent that the UCC does not conflict with any provision specifically set forth in CONTRACT DOCUMENTS.

**SECTION 16. TERMINATION BY CONTRACTOR.** The parties agree that the SUPPLIER may terminate this AGREEMENT for cause based upon the failure of the City to tender payment as set forth in Section 5.

**SECTION 17. TERMINATION BY THE CITY.**

- a. The City may terminate for cause if SUPPLIER
  - i. Fails to execute this AGREEMENT; or
  - ii. Fails to begin performance under the terms of the CONTRACT DOCUMENTS in a timely manner; or
  - iii. Fails to furnish conforming ITEM and fails to cure after notice has been given; or
  - iv. Performs any service required in SPECIFICATIONS unsuitably or performs works anew as may be rejected as unacceptable and unsuitable; or
  - v. Fails to continue to perform pursuant to the CONTRACT DOCUMENTS; or
  - vi. Becomes insolvent or is declared bankrupt or commits an acts of bankruptcy or insolvency; or
  - vii. Makes assignment for the benefit of creditors; or

- viii. For any other cause whatsoever, fails to perform the duties set forth in the CONTRACT DOCUMENTS in an acceptable manner.
- b. The City may terminate without cause if the City determines that such termination is in the best interests of the City.

The City shall deliver Notice of Termination to the Supplier specifying when such termination shall become effective and what remaining performance by the SUPPLIER or furnishing of ITEM will be authorized and compensated.

- c. In the event the City terminates with cause as set forth in subsection (a), any costs and charges incurred by the City together with the cost of completing the work under the CONTRACT DOCUMENTS, will be deducted from any monies due or which may become due the SUPPLIER. If such expense exceeds the sum which would have been payable under the CONTRACT DOCUMENTS, then the SUPPLIER and his PERFORMANCE BOND shall be liable and shall pay the City the amount of the excess.

If it is determined that the CONTRACTOR was not in default under subsection (a), then the rights and obligations of the parties shall be the same as if termination has been made pursuant to subsection (b).

- d. In the event the City terminates without cause for the best interests of the City as set forth in subsection (b), then

- i. After Receipt of Notice of Termination, the SUPPLIER shall submit to the City termination claim no later than 90 days from effective date of termination.

Upon failure of the SUPPLIER to submit the termination claim, the City may determine, on the basis of information available, the amount, if any, due to the SUPPLIER by reason of the termination and shall thereupon pay to the SUPPLIER the amount so determined.

- ii. SUPPLIER and the City may agree upon the whole or any part of the amount or amounts to be paid to the SUPPLIER by reason of the total or partial termination, provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments other made and as further reduced by the contract price of the SPECIFICATIONS not yet completed.

**SECTION 18. NOTICE OF RENEWAL.** In the event the City elects to renew and extend this AGREEMENT for an additional time as set forth in Section 3, the City shall provide Notice to the SUPPLIER no later than 30 days prior to expiration of this AGREEMENT. If the City and the SUPPLIER cannot reach an agreement regarding the terms and conditions of renewal and extension, the City shall have no obligation to renew.

**SECTION 19. NOTICES.** Any and all notices required to be given by either of the parties hereto shall be in writing and deemed delivered when either: (i) delivered personally, or (ii) sent by fax to the other party; or (iii) deposited in the United States Mail, certified, return receipt requested, postage prepaid,

addressed to the other party at the address set forth in Section 1, or such other fax telephone number or mailing address as may be provided by written notice of such change given to the other in the same manner as above provided.

**SECTION 20. FORUM, GOVERNING LAW.** This AGREEMENT and the integrated CONTRACT DOCUMENTS, shall be governed by and constructed and enforced in accordance with the laws of the State of Idaho, and that the proper forum for any legal action may arise under the CONTRACT DOCUMENTS shall be the Seventh Judicial District of the State of Idaho, in and for the County of Madison.

**SECTION 21. OFFICIALS, AGENTS, AND EMPLOYEES OF THE CITY NOT PERSONALLY LIABLE.** It is agreed by the parties that in no event shall any official, officer, agent or employee of the City be held in any way personally responsible for any covenant or agreement herein contained, whether or implied, nor for any statement or representation made.

**SECTION 22. HOLD HARMLESS.** The successful bidder shall indemnify, defend, save and hold harmless the State of Idaho, the City and their officers, agents and employees from and against all liability, claims, damages, losses, expenses, actions and suits whatsoever (including death of other, or any employee of the bidder, or supplier) caused by or arising out of the performance, act or omission of any term or provision of this bid and/or resulting contract.

**SECTION 23. ASSIGNMENT.** No order or any interest in this AGREEMENT shall be transferred by SUPPLIER without written approval of the City.

**SECTION 24. ATTORNEY'S FEES.** In any action arising under this AGREEMENT, the unsuccessful party therein agrees to reimburse the prevailing party for its attorney's fees, expended or incurred in connection therewith.

**SECTION 25. MULTIPLE DOCUMENTS.** The parties agree that all CONTRACT DOCUMENTS are essential parts to the complete agreement between the City and SUPPLIER. A requirement occurring in one is as binding as though occurring in all. The document is intended to be complementary; however, in the case of discrepancy, SPECIFICATIONS will govern over INSTRUCTION TO BIDDERS.

**SECTION 26. BINDING EFFECT.** Upon the execution of this AGREEMENT by the Mayor, it shall be binding upon and inure to the benefit of the parties hereto and their successors.

**SECTION 27. ENTIRE AGREEMENT: MODIFICATION.** This AGREEMENT and other documents that make up the CONTRACT DOCUMENTS constitute the entire understanding between the parties with respect to this transaction. Any modification must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day, month, and year first about written.

City of Rexburg

By: \_\_\_\_\_  
Shawn Larsen, Mayor

SUPPLIER

\_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Blair Kay, City Clerk