



270 North Clark Street – Powell, Wyoming 82435
(307) 754-5106 – FAX (307) 754-5385

INVITATION TO BID

Sealed bids for the supply and delivery of one (1) new 2017 or newer compact oscillating/articulating tractor and broom sidewalk sweeper unit for the City of Powell Streets Department will be received by the City of Powell, 270 North Clark, Powell, Wyoming, 82435 until **10 am, Tuesday, August 29, 2017**.

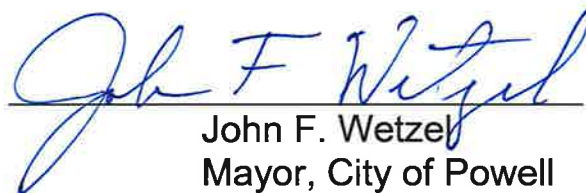
Mailed and hand delivered bids shall have the words “**Sidewalk Sweeper**” written on the outside of the envelope. The bids will be publicly opened, read and acknowledged at the above hour and date and award will be made as soon thereafter as practicable.

Bids received after the time and date above will be rejected and returned unopened.

Copies of the details, requirements and specifications may be obtained from the City of Powell, 270 North Clark, Powell, Wyoming free of charge.

The City of Powell reserves the right to reject any or all bids and to waive informality in any bid received.

BY ORDER OF THE CITY OF POWELL


John F. Wetzel
Mayor, City of Powell

Publish: **FIRST**
FINAL

Tuesday
Tuesday

August 1, 2017
August 8, 2017



270 North Clark Street – Powell, Wyoming 82435
(307) 754-5106 – FAX (307) 754-5385

July 31, 2017

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

SUBJECT: New Sidewalk Sweeper Unit Bid

Dear XXXXX:

This letter is your notification of the City of Powell's intent to request bids for the purpose of purchasing one (1) new 2017 or newer compact oscillating/articulating tractor and broom Sidewalk Sweeper unit for the City of Powell Streets Department.

Enclosed please find the following documents:

- Invitation to Bid
- Instructions to Bidders
- Sweeper Unit Specifications
- Bid Proposal
- Bid Sheet
- Contract
- Checklist

These forms will enable you to submit a bid for the above-mentioned bid. Should you require any additional information, please do not hesitate to contact me at the address and phone number listed below.

I thank you in advance for your interest in the City of Powell.

Sincerely,

Gary Butts, Director of Public Works / Streets Superintendent
City of Powell
270 N Clark St
Powell, WY 82435
(307) 754-6951

CITY OF POWELL, WYOMING

1.0 INSTRUCTIONS TO BIDDERS

1.1 Purpose

The attached Bid Specifications are submitted to solicit bids from qualified vendors for the supply and delivery of one (1) new 2017 or newer compact oscillating/articulating tractor and broom sidewalk sweeper unit for the City of Powell Streets Department.

1.2 Bid Submittal

Sealed bids (using the City of Powell Bid Forms) will be accepted by the City of Powell, Powell, Wyoming, 82435, until 10:00 AM, Tuesday, August 29, 2017. The bids will be publicly opened, read and canvassed on the above hour and date and award made as soon thereafter as practicable. It is the bidder's responsibility alone to ensure delivery of the sealed bids to the hands of the City of Powell prior to the bid opening time stipulated in the Invitation to Bid.

1.3 Preparation of Bid

All bids must be submitted on the required bid form. All blank spaces must be filled in, in ink or typewritten and the bid must be fully completed and executed when submitted. No alterations in the bid or in the printed forms will be acceptable.

2.0 GENERAL CONDITIONS

2.1 Bid Security

All bids must be accompanied by bid security in the form of a certified check, cashier's check or bid bond, payable without conditions to the City of Powell, in the amount of five (5) percent of the amount of bid. The bid security will be retained by the City of Powell as liquidated damages should the successful bidder refuse or fail to enter into contract agreement within ten (10) days from the date of "Notice of Award".

2.2 Right to Reject Bids

The City of Powell reserves the right to reject any or all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the City.

2.3 Wyoming State Preference

Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside of the state (16-6-106). It will be up to the successful bidder to comply with W.S. 16-6-201 through 16-6-206 Wyoming Preference Act of 1971.

2.4 Price Protection

Prices quoted in the bid shall be firm prices and not subject to increase during the term of any contractual agreement between the City and Vendor. All prices are to be F.O.B. point of delivery, less any federal excise and state sales taxes. Vendors must stipulate the expiration date of quoted prices.

2.0 GENERAL CONDITIONS - continued

2.5 Variations to the Bid Specifications

Any variations to the bid specifications must be submitted at the time of the bid opening in writing so stating the exceptions. This includes not meeting minimum specifications, or making substitutions deemed by the vendor as being equal or superior to specifications. Vendor will be responsible for satisfying the City regarding substitutions.

3.0 SELECTION PROCESS

3.1 Evaluation

Appropriate city staff will review and evaluate all bids.

3.2 Selection

Following the evaluation process described above, the evaluation staff will present their recommendation to the City Administrator. The City will make all decisions regarding selection and awarding of contract. The decisions of the Mayor and Council will be considered final.

CITY OF POWELL SWEEPER UNIT SPECIFICATIONS

One (1) new 2017 or newer, Oscillating/Articulating Tractor Sidewalk Sweeper Unit with Broom as per the following bid specifications.

Engine

Engine	Kubota D902
Max Operating Speed	3600 rpm
Horsepower	25
Peak Torque	42 ft. lb.
Displacement	898cc
Cylinders	3
Engine Oil	Full Synthetic 10W30
Cooling	Liquid
Fuel Type	Diesel
Fuel Capacity	6 gal
Slope Rating (continuous/intermittent)	20°/30°
Alternator	60 Amp

Dimensions

Weight with standard hitch	1655 lb (750 kg)
Length with standard hitch (ROPS up)	81.5 inches (207 cm)
Width	48.5 inches (123 cm)
Wheelbase (front axle to rear axle)	45 inches (114 cm)
Height (ROPS up)	68 inches (173 cm)
Height (ROPS down)	54 inches (137 cm)
Turning Radius	39 inches (99 cm)
Oscillation amount (@ wheel)	7.5 inches (19 cm)
Ground Clearance	5 inches (13 cm)

Electrical

Battery	475 CCA (Group 51R)
Voltage	12 volts
Battery Disconnect	150A System Circuit Breaker
Fuses	Sealed, Mini Fuse and J-Case styles

SPECIFICATIONS (Continued)

Drivetrain

Hydraulic Pump	Sauer Danfoss 15 series pump
Pump Drive	Direct Drive (Double U-Joint Drive-shaft)
Hydraulic Motors	(2) Sauer Danfoss 15 series motors
Transaxles	Peerless 2600 series
Axles	Peerless 40mm (forged) with integrated forged hub
Hydraulic Oil Cooler	Aluminum w/ Thermostatically controlled Electric Fan
Hydraulic Oil Filter (Suction)	25 micron
Hydraulic Oil Filter (Pressurized)	10 micron

Hitch and PTO

Front Hitch	Vendors Mount System
Electric PTO clutch with Brake	Ogura GT3.5 (250 ft. lb.)

Tires

All Terrain	22x12-8
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Travel Speed (F/R)

Low Range	5 mph forward / 4 mph reverse
High Range	10 mph forward / 8 mph reverse

Instruments, Gauges, and Alarm

Gauges	Tachometer, Speedometer, Hour Meter, Engine Temperature, Fuel Level, Volt Meter
Indicator Lights	Parking Brake, Engine High-Temp [^] , Hydraulic Oil High [^]
Activates Audible Alarm	Temp [^] , Low Voltage [^] , Low Oil Pressure [^]
Switches	Key, PTO, and Lights

Lights

Head Lights	(2) 55W Halogen Lights
Tail Lights	(2) Red LED Lights

Controls

Forward Reverse	S.D.L.A. (Speed, Direction, Lift, and Auxiliary) Handle; Optional Foot Pedal Attachment Lift
	S.D.L.A. (Primary Handle) Auxiliary Hydraulics
	S.D.L.A (Secondary Handle) Throttle Dash Mounted
Front Hitch Lock	Column Mounted (Accessible from Seat)
PTO Belt Tensioner	Front Mounted, Automatic Tension Controlled
Weight Transfer	5 position
High/Low Range	Single Lever, Column Mounted
Steering	Power Steering

SPECIFICATIONS (Continued)

Other Features

Tool Box
Cup Holder
Deluxe High Back Suspension Seat with:

- Arm Rests
- Lumbar Support
- Tilt Back Seat
- Suspension Weight Adjustment
- Seat Lock

Front fenders
Foot pegs
4 rear weights
Enclosed Muffler
Pre-Wired Plug & Play Wiring Harness
Advanced Electronic Instrument Panel
Conveniently Located PTO Belt Tensioner
On-board Diagnostic System
Sealed Electrical System
Thermostatically Controlled Oil Cooler
Automotive Style Parking Brake
Universal PTO Switch
Weight Transfer System

ROPS

Folding ROPS
Heavy Duty Off-Road Seat Belt

CAB

Full Environmental Enclosure
Front Windshield Wiper
Mounts on ROPS
Easy Access Panel to Switches
Front & Rear Work lights

Maximum Slope with Cab	10° (18%)
Overall Height	74 in. (188 cm)
Overall Length	59 in. (150 cm)
Overall Width	50 in. (127 cm)
Weight	385 lbs. (174 kg)
Height with Strobe Beacon (installed on power unit)	86 in. (219 cm)
Length (installed on power unit w/standard hitch)	92 in. (234 cm)
Turning Radius (cab installed on power unit)	68 in. (173 cm)

SPECIFICATIONS – CAB (Continued)

Mirror Kit
Defrost Fan Kit
Strobe Beacon Light Kit
Hazard Lights Kit
Windshield Washer Kit
Heater Kit (highest output available)
Lift Sling
Dual Port USB Outlet for Device Charging
Easy Access to Cab Switches & Fuse Panel
All standard & available cab lights to be LED
Tempered Glass
Window in Lower Rear Panel
Windows in Front Pleated Canvas Panels
Removable Door & Side Windows
Emergency Exit
Contoured Roof to channel water off the corners
Rubber isolated cab mounts
Front & Rear LED Work Lights
4-Point Seatbelt & Cushioned Headrest
Intermittent Wiper Function

BROOM UNIT

Power Broom unit to be designed for sweeping and removal of material such as snow, leaves, dirt, light gravel, and even thatch.

Unit shall be a corner-less frame design to permit sweeping against curbs and allow for the cleaning of corners.

Broom Unit to be hydraulically angled left or right and lifted up or down all with the S.D.L.A. Control on main power unit.

Broom Unit shall come with an electric actuator that allows the operator to adjust the speed and direction of the broom rotation from the seat of the main power unit.

The broom unit shall stand alone when detached and be easily reattached. A self-leveling feature keeps the broom horizontal at all times.

Nylon bristle broom cores will be easily changed when needed.

Length: 53 in

Width: 68 in

CITY OF POWELL, WYOMING

BID PROPOSAL

The undersigned certifies that they have personally examined and read the requirements of the attached Invitation to Bid, Instructions to Bidders, General Conditions, Bid Specifications, the Proposed Contract and this Proposal and thoroughly understands the intent and stipulations therein and hereby proposes supply, transfer and delivery of one (1) new 2017 or newer compact oscillating/articulating tractor and broom sidewalk sweeper unit for the City of Powell Streets Department, to the City of Powell, Powell, Wyoming.

Bids received after the time and date of Tuesday August 29, 2017, 10:00 AM, will be returned unopened.

All bids will be F. O. B., the City of Powell, Powell, Wyoming.

Any variations to the bid specifications must be submitted at the time of the bid opening, in writing, so stating the exceptions. This includes not meeting minimum specifications, or making substitutions deemed by the vendor as being equal or superior to specifications. Vendors will be responsible for satisfying the City regarding substitution. No substitutions will be considered unless approved in writing by the City.

The undersigned supplier certifies that he/she has read the above requirements and has submitted with their bid all information that the City of Powell has required.

Supplier: _____

By: _____
Original Signature

By: _____
Printed/Typed of Signature above

Title: _____

Phone #: _____

CITY OF POWELL, WYOMING
Bid Sheet

We hereby submit the following bid for one (1) new 2017 or newer compact oscillating/articulating tractor and broom sidewalk sweeper for the City of Powell Streets Department. Bids will be opened on Tuesday August 29, 2017 at 10:00 AM.

Bid for a _____ sidewalk sweeper as per specifications

(Bid includes all accessories listed in specifications) \$ _____

We further include the following information:

1. State delivery date: _____
2. The above price will be firm for _____ days.
3. This equipment has the following warranty: _____

4. Maintenance for the equipment can be performed by:

5. Estimated Life of Equipment: _____
6. Variations to the bid specification, if any: _____

Date

Company

Phone number

Signature

Title

CITY OF POWELL, WYOMING

CONTRACT

THIS CONTRACT, made in duplicate the _____ day of _____, 2017, by and between the City of Powell of Powell, Wyoming, hereinafter called CITY and _____ of _____, _____, hereinafter called SUPPLIER.

1. The SUPPLIER shall sell, transfer and deliver to CITY one (1) new 2017 or newer compact oscillating/articulating tractor and broom sidewalk sweeper unit as set forth and described in the bid specifications, and in accordance with the specifications attached hereto as Exhibit "A" and incorporated herein by this reference. If said Sweeper Unit is not delivered by the date specified by the awarded supplier in the bidsheet, the SUPPLIER shall pay to CITY, as liquidated damages, and not as a penalty the sum of \$50.00 per day for each and every day the SUPPLIER shall be in default, unless CITY grants an extension to the delivery date. SUPPLIER shall not be liable for damages because of fire, flood, strikes, riots, acts of God, or other SUPPLIER delays, or any circumstances or other causes beyond SUPPLIER'S control.

2. Upon acceptance of the above described Sweeper Unit by CITY, CITY shall pay to SUPPLIER the sum of _____ and XX/100 (\$XX,XXX.XX) DOLLARS, which SUPPLIER shall receive and accept as full compensation for everything furnished under the contract.

3. The risk of loss from a casualty to the above described Sweeper Unit, regardless of the cause, shall be on SUPPLIER until the Sweeper Unit has been accepted in writing by CITY.

4. SUPPLIER warrants that the Sweeper Unit at the time of delivery shall be free from any security interest or other liens or encumbrances. SUPPLIER specifically extends to CITY all warranties implied by law without exclusion including, but not limited to, implied warranties of merchantability and fitness for particular purpose.

5. This Contract shall be executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Wyoming. SUPPLIER hereby specifically agrees to submit to the jurisdiction of the Wyoming courts and submits to said courts having exclusive venue for any litigation, special proceedings or other proceeding as between the parties that may be brought, or arise out of, in connection with or by this Contract.

6. In the event either party resorts to legal action to enforce the terms and provisions of this agreement, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorney fees.

7. Waiver by either party of a breach or violation of any provision of this contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same, or other provision hereof.

8. No modification, alteration, addition or change in the terms hereof shall be binding on either party unless reduced to writing and executed by duly authorized representative of SUPPLIER and CITY.

9. The General Conditions, General Requirements, Specifications and Bid Proposal are all essential documents to this contract and are made a part hereof as if written herein.

10. The CITY of Powell, its officers, employees, appointees and representatives, do hereby reserve their governmental or sovereign immunity from tort liability of any kind or nature and nothing herein shall be considered a waiver of immunity as provided by law. City specifically retains all immunities and defenses available to it as a sovereign or governmental entity pursuant to state law, including Wyoming Statute 1-39-101, et seq.

11. This Contract shall cancel and superseded any and all prior agreements, understandings, arrangements, promises, representations, warranties, and/or any contract of any form or nature whatsoever, whether oral or in writing and whether express or implied, which may have been entered into prior to the execution hereof between the parties, their officers, directors, or employees, as to the subject matter hereof. Neither of the parties hereto has relied upon any oral representations given to it by any representatives of the other. This Contract represents a complete and exclusive statement of the terms of the transaction between CITY and SUPPLIER.

12. This Contract shall inure to the benefits of and be binding upon the legal representatives and successors of the CITY and the SUPPLIER respectively.

IN WITNESS WHEREOF, the said parties have caused this contract to be executed by the proper officers thereunto duly authorized on this ____ day of _____, 2017.

PURCHASER:

CITY OF POWELL

By: _____
Mayor, John F. Wetzel

ATTEST:

City Clerk, Tiffany Brando

SUPPLIER:

By: _____

STATE OF WYOMING)
) SS
COUNTY OF)

The foregoing Contract was acknowledged before me by _____
for _____, this ____ day of _____, 2017.

WITNESS by my hand and official seal.

Notary Public

(SEAL)

My Commission Expires:

CITY OF POWELL

Bid Checklist

The following items will be required for a qualified bid for the supply and delivery of one (1) new 2017 or newer compact oscillating/articulating tractor and broom sidewalk sweeper unit for the City of Powell Streets Department. Bid opening date of Tuesday August 29, 2017 at 10:00 AM, City of Powell, 270 North Clark, Powell, Wyoming.

- _____ 5% ***Bid Security***
- _____ Properly executed ***Bid Proposal***
- _____ Properly executed ***Bid Sheet***
- _____ Concise breakdown of **Compact Tractor** being bid.
- _____ Properly executed ***Bid Checklist***.

I have submitted the above referenced forms, as required, with my bid submittal package.

By: _____
Authorized Signature

Print above signature

The City of Powell appreciates the time and effort that you have devoted.