

## MEMORANDUM OF UNDERSTANDING

### LITCHFIELD HILLS PUBLIC WORKS EQUIPMENT COOPERATIVE

The Litchfield Hills Council of Elected Officials (LHCEO), in cooperation with the Northwestern CT Council of Governments (NWCCOG), has received a grant from the State Office of Policy and Management under the Regional Performance Incentive Program to establish a public works equipment cooperative for participating towns in the Litchfield Hills and Northwestern CT Planning Regions. This Memorandum of Understanding (MOU) is to implement this Public Works Equipment Cooperative (the Cooperative) and is made this 21<sup>ST</sup> day of NOVEMBER 2008 by and between the participating towns of Colebrook, Goshen, Hartland, Harwinton, Morris, New Hartford, Norfolk, Torrington, Warren, Washington, and Winchester.

#### 1. Equipment

The grant funds will be used to purchase one catch basin cleaner and two street sweepers. The decision on the make and model of the equipment to be purchased will be made by the LHCEO in cooperation with the NWCCOG.

The owner of the equipment will be the LHCEO. The LHCEO will authorize purchase of the equipment upon the signing of this MOU by the municipality that will store and maintain the individual piece of equipment.

#### 2. Location of Equipment

The City of Torrington has agreed to store and maintain the catch basin cleaner. The Towns of Hartland and Harwinton have agreed to each store and maintain a street sweeper.

#### 3. Responsibilities for Maintenance, Repair and Insurance

A. The host municipality shall be responsible for coordinating the maintenance and repair of the equipment in cooperation with the LHCEO. The host municipality will keep accurate records of the costs of maintaining and repairing the equipment. These records shall be made available to the LHCEO, NWCCOG, and all members of the Cooperative upon request.

B. The host municipality shall be responsible for providing indoor storage of the equipment; arranging for routine maintenance of the equipment based upon the manufacturer's recommendations; keeping a date log on a monthly basis of daily use of the equipment including town utilization, operator, hours of use and mileage; inspecting the equipment in cooperation with the municipal operator prior to each use by a participating town; inspecting the equipment for any damage in cooperation with the municipal operator upon return of the equipment by a participating town, completing a checklist on equipment condition before and after each use by a participating town, documenting any damage in writing and forwarding this information to the LHCEO, and facilitating use of the equipment by other participating towns in cooperation with the LHCEO and

NWCCOG. Maintenance and/or repair of the equipment may be done by municipal staff or through an LHCEO approved vendor. A copy of the monthly log, equipment condition checklists, and invoices for maintenance and repair shall be provided to the LHCEO on a monthly basis for appropriate action, billing and payment. Copies of any damage reports should be sent to the LHCEO as soon as possible after the damage occurs.

C. The host municipality shall be responsible for adequately insuring the equipment, while it is being stored on municipal property, similar to the insurance provided for municipally owned public works equipment. The LHCEO shall be listed as an additional insured on this insurance policy so as to "save harmless" the LHCEO from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with the LHCEO on an annual basis prior to performance of services.

#### 4. User Responsibilities

A. The equipment shall be used only by those personnel who have been trained to operate the equipment, and have been authorized to use the equipment by the Road Supervisor in their town following consideration of their motor vehicle record. The municipality using the equipment shall be responsible for ensuring that their authorized equipment operators have been trained on the equipment. The LHCEO, NWCCOG, and the participating municipalities will arrange for an initial training program in the safe use of the equipment. Individual towns will be responsible for training new operators that do not receive this initial training.

B. The municipality using the equipment shall be responsible for transporting the equipment to and from the host community. All applications of the equipment shall be for municipal use only.

C. The municipality using the equipment shall pay all fuel costs associated with the equipment's use. The host municipality shall fill the fuel tank before the equipment is sent to another town and the using town shall fill the fuel tank prior to returning the equipment to the host town.

D. The municipality using the equipment shall return the equipment clean and in good working order after each use. Participating towns must report any maintenance or repair issues as they are recognized. If the host municipality determines that the equipment has been damaged, the host municipality shall coordinate the needed repair and charge the cost of repair to the municipality that damaged the equipment. If the damage is considered "unpreventable", such as a flat tire, the LHCEO's operating fund for this program shall pay for the repairs. The host town, in cooperation with the LHCEO, shall determine if the damage was preventable or unpreventable. The host municipality shall prepare a standardized checklist to facilitate equipment inspection and documentation of any damage.

E. The municipality using the equipment shall maintain sufficient insurance (liability and/or other) according to the nature of the service to be performed, so as to "save harmless" the LHCEO and host town from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with the LHCEO on an annual basis prior to equipment use.

#### 5. Cost of Use

A. The LHCEO shall establish a fund, called the "Public Works Equipment Cooperative Operating Fund". This Fund shall be supported by a percentage of the hourly rates charged to the participating towns for use of the equipment. The Fund shall be used to compensate the host municipality or contract vendor for all maintenance and repair costs, LHCEO registration and insurance costs, and regional program administration costs. The LHCEO shall bill the towns utilizing the equipment on a regular basis and reimburse the host municipality or vendor within 30 days of receiving a detailed invoice for the services rendered.

B. Hourly rates for the use of the equipment shall be based on:

- i. the cost of routine maintenance and repair,
- ii. capital replacement costs,
- iii. registration and insurance costs, and
- iii. regional program administration costs

C. The hourly rate for the use of the equipment shall be set by the LHCEO in consultation with the NWCCOG and municipalities that are party to this MOU. This hourly rate shall be reviewed on at least an annual basis and modified as deemed appropriate by the LHCEO. The participating towns are responsible for providing sufficient funds to cover the Cooperative's expenses.

The host towns shall be billed at a reduced hourly rate for their use of the equipment they are storing to compensate for equipment storage and program administrative costs. This reduced hourly rate shall be established by the LHCEO, in cooperation with the NWCCOG, on at least an annual basis.

D. The LHCEO shall also establish a fund, called the "Capital Replacement Fund". This Fund shall be supported by a percentage of the hourly rates charged to the participating towns for use of the equipment. This Fund shall be used for the replacement of the equipment. The LHCEO shall determine the percentage of the hourly rate to be dedicated to this Fund, and shall determine how and when the equipment will be replaced, in cooperation with the NWCCOG and participating towns.

E. Municipalities shall pay for their use of the equipment within 30 days of receiving an invoice from the LHCEO.

#### 6. Scheduling of Equipment Use

The LHCEO, in cooperation with the host municipality, shall be responsible for scheduling the use of the equipment. An annual schedule for equipment use shall be developed by the LHCEO in cooperation with the NWCCOG and reviewed with participating towns. While it is recognized that some variation in the established schedule will occur due to weather delays, equipment repair delays, and other factors, the intent is to stay on schedule as much as possible. When conflicts over scheduling develop, they shall be resolved by the LHCEO. Towns will call the LHCEO to schedule use of the equipment, and the LHCEO will make every effort to respond to scheduling considerations in a timely manner. Each participating town should be able to schedule the use of the equipment for a minimum of 2 weeks per year. This time does not need to be consecutive.

#### 7. Out-contracting

Non-participating towns in the LHCEO and NWCCOG may rent the equipment upon endorsement of a rental agreement and the provision of proof of insurance. The rental rate is to be established by the LHCEO in cooperation with the NWCCOG and will include a surcharge from the base rate established for participating towns.

#### 8. Resolution of Disputes

The LHCEO shall be responsible for resolving any disputes between the participating municipalities over the terms of this MOU. The LHCEO also reserves the right to relocate the equipment to another location, and to prohibit future use of the equipment by anyone who has improperly used or damaged the equipment. Only those LHCEO members that are party to this MOU shall be eligible to vote on the resolution of disputes.

9. Meetings. The participating towns agree to meet as needed to discuss issues as they arise.

#### 10. Obligation to Use Equipment

The participating municipalities shall not be obliged to use the equipment covered by this MOU. This MOU does not impose any limitations on the participating municipalities' rights to purchase or contract for any equipment.

#### 11. Termination

If a municipality decides to withdraw from the Litchfield Hills Public Works Equipment Cooperative, the municipality shall give the LHCEO thirty days written notice of their intent to withdraw from the Cooperative.


#### 12. Amendment

The terms of this Agreement may be amended from time to time as deemed necessary by the participating towns.

The undersigned Chief Elected Officials, NWCCOG representative, and LHCEO representative hereby agree to the terms and conditions of this Memorandum of Understanding, and agree to participate in the Litchfield Hills Public Works Equipment Cooperative. The term of this Agreement shall be in effect upon execution of this

document through June 30, 2014 and may be extended upon approval of the participating towns.

LITCHFIELD HILLS COUNCIL OF ELECTED OFFICIALS

  
Authorized Representative \_\_\_\_\_ Date 11-19-08  
Printed Name: Richard M. Lynn Jr.

NORTHWESTERN CONNECTICUT COUNCIL OF GOVERNMENTS

  
Authorized Representative \_\_\_\_\_ Date 11/20/08  
Printed Name: DAN MCGINNNESS

TOWN OF COLEBROOK

  
Authorized Representative \_\_\_\_\_ Date 10/10/08  
Printed Name: Thomas D. McKeon

TOWN OF GOSHEN

  
Authorized Representative \_\_\_\_\_ Date 10/14/08  
Printed Name: Robert P. Valentine

TOWN OF HARTLAND

  
Authorized Representative \_\_\_\_\_ Date 10-10-08  
Printed Name: Wade E. Cole

TOWN OF HARWINTON

  
Authorized Representative \_\_\_\_\_ Date 10/8/08  
Printed Name: Francis J. Chiamonte

TOWN OF MORRIS

Karen D. Paradis 10-10-08  
Authorized Representative Date  
Printed Name: Karen D. Paradis

TOWN OF NEW HARTFORD

Earl R. MacInnes 11-14-08  
Authorized Representative Date  
Printed Name: Earl R. MacInnes

TOWN OF NORFOLK

Susan M. Dyer 10/10/08  
Authorized Representative Date  
Printed Name: Susan M. Dyer

CITY OF TORRINGTON

Ryan J. Bingham 11/10/08  
Authorized Representative Date  
Printed Name: Ryan J. Bingham

TOWN OF WARREN

Jack E. Travers 11/3/08  
Authorized Representative Date  
Printed Name: Jack E. Travers

TOWN OF WASHINGTON

Mark E. Lyon 11-20-08  
Authorized Representative Date  
Printed Name: Mark E Lyon

TOWN OF WINCHESTER

Keith J. Robbins 5 NOV 08  
Authorized Representative Date  
Printed Name: Keith J. Robbins

## MEMORANDUM

July 7, 2008

**To:** Street Sweeper Manufacturers and Distributors

**From:** Dan McGuinness, Executive Director, NW CT Council of Governments  
Rick Lynn, Planning Director, Litchfield Hills Council of Elected Officials

**Re:** **Request for Proposals for Municipal Street Sweepers**

The Litchfield Hills Council of Elected Officials and Northwestern CT Council of Governments are distributing this request for proposals to engage a vendor to provide two street sweepers to service eleven towns in the northwest corner of Connecticut. Your company may be interested in submitting a proposal to provide the two sweepers for this municipal use.

If you wish to submit a proposal to us, we must receive your proposal by 2:00 p.m. on July 29, 2008. Twelve copies of your proposal are required.

If you should have any questions in developing your proposal for this project, please forward your question in writing at least 10 days before the proposal due date to the above address or fax number or the following email address: [lhceo1@snet.net](mailto:lhceo1@snet.net).

Thank you for your consideration.

DM/RL:dk

## **REQUEST FOR PROPOSAL MUNICIPAL STREET SWEEPERS**

### **A. Project Description**

Eleven towns in the Litchfield Hills and Northwestern Connecticut Planning Regions of Connecticut have agreed to participate in a “Litchfield Hills Public Works Equipment Cooperative”.

The goal of the project is to share selected public works equipment to achieve economies of scale and reduce municipal costs. Two street sweepers are to be purchased.

One of the street sweepers will be stored and maintained by the Harwinton Public Works Department. This sweeper will be available to serve the southern part of the region. The other sweeper will be stored and maintained by the Hartland Public Works Department and will be available to share with participating towns in the northern portion of the region.

The street sweepers will be available for use by trained personnel from the participating towns.

The towns participating in this regional initiative are: Colebrook, Goshen, Hartland, Harwinton, Morris, New Hartford, Norfolk, Torrington, Warren, Washington, and Winchester. The “Litchfield Hills Road Foreman and Supervisor Association”, which includes representatives from the participating towns and meets on a regular basis, will oversee program implementation. This Association operates under the auspices of the Northwestern Connecticut Council of Governments (NWCCOG) and the Litchfield Hills Council of Elected Officials. Staff for the NWCCOG and the LHCEO will be available to facilitate program implementation.

### **B. Basic Sweeper Specifications**

Vendors are being asked to submit a detailed proposal with specifications for a street sweeper that will best meet the needs for this regional program. A durable, easy to operate sweeper that can be moved from town to town and operated 500-750 hours per year is needed. As a guide, the following basic sweeper specifications are envisioned:

- Cab-over or conventional single or double engine chassis able to travel at highway speeds and rated for maximum equipment working load
- Squeegee or conveyor sweep system
- 10 foot maximum sweeping path

- 4-6 cubic yard hopper capacity
- 350 gallon minimum water capacity
- Automatic transmission

**C. Warranty**

Manufacturer's warranty shall not be less than one year on entire sweeper, including all parts and labor. Provisions for extended warranties are encouraged.

**D. Service and Training**

Vendors shall have a full parts and service facility within a reasonable distance from the towns participating in this program. The location of this facility shall be identified.

A qualified technician shall provide complete training to all personnel from the participating towns that will be utilizing the equipment. Training shall include safety, operation, maintenance and service.

The following manuals shall also be provided: 1) parts manual, 2) operation and maintenance manual, and 3) engine manual.

**E. Delivery**

One sweeper shall be delivered F.O.B. in first class operating condition to the Harwinton Public Works Garage. Acceptance shall be subject to the inspection and approval of the Harwinton Road Supervisor.

The other sweeper shall be delivered in first class operating condition to the Hartland Public Works Garage. Acceptance shall be subject to the inspection and approval of the Hartland Road Supervisor.

The sweepers shall be delivered within six weeks of the placement of the orders.

The vendor shall certify that upon delivery and prior to acceptance that the sweeper conforms to the performance standards as set forth in their proposal, and further meets all of the engine manufacturer's standards for performance of the engine. Any modifications, adjustment, re-calibrations, etc. whether electronic or mechanical, which may be required to ensure optimal performance of the vehicle, will be the sole responsibility of the vendor.

**F. Proposal Requirements**

Any vendor wishing to be considered must submit twelve (12) copies of their proposal. The proposal must include:

- 1) General information about the company
- 2) A written narrative describing the proposed sweeper and why you believe it will meet the region's needs
- 3) Detailed technical specifications on the proposed sweeper including chassis, chassis engine, transmission, tires and wheels, cab, electrical components, lighting, sweeper, brooms, conveyor, hopper, water system, hydraulic system, pneumatic system, controls, and paint
- 4) A list of five references, preferably Connecticut municipalities, presently using the current production model of the proposed sweeper.
- 5) A written description of proposed training and equipment servicing
- 6) Warranty provisions, including provisions for on-site servicing, a replacement vehicle during servicing, and extended warranty options
- 7) All-inclusive price quote for the equipment including delivery, training, and warranty provisions.

All responses to this Request of Proposals must be submitted to:

Litchfield Hills Council of Elected Officials  
42 North Street  
P.O. Box 187  
Goshen, CT 06756

and received no later than 2:00 p.m. on July 29, 2008.

Responses to the RFP must be placed in a sealed envelope labeled:

RESPONSE TO RFP DOCUMENTS FOR CONTRACT 2008-01  
Public Works Equipment Cooperative - Sweepers

The LHCEO and NWCCOG assumes no liability for Responses to the RFP not received by the time and date set forth above or for Responses to the RFP that are incorrectly labeled on the envelope.

Any vendor wishing to be considered must also be willing to provide a demonstration of the equipment at a mutually convenient time and place. Such demonstrations will be scheduled by the region following a review of the proposals received.

No Response to this RFP may be withdrawn for a period of four months after the opening date of July 29, 2008, unless written consent of the NWCCOG and

LHCEO has been requested and received. A Response to the RFP may be withdrawn prior to the opening of the first Response.

The NWCCOG and LHCEO reserve the right to accept or reject any or all bids or any part thereof, and to waive any informalities in the bidding, if deemed to be in the best interests of the participating towns or regions.

#### **G. Evaluation of Proposals and Selection of Vendor**

All proposals shall be opened at 2:00 p.m. on July 29, 2008 at the LHCEO office. All responses received prior to the time of opening, which are properly labeled, shall be held by the LHCEO and remain unopened until the time and date set forth herein.

The proposals will be reviewed by the Litchfield Hills Road Foreman and Supervisor Association. The following criteria will be used in evaluating proposals:

- 1) Company profile, including number of years in operation and documented technical support and service experience
- 2) Written narrative describing the proposed sweeper
- 3) Technical specifications on the proposed sweeper
- 4) Customer references
- 5) Proposed training and equipment servicing
- 6) Location of full parts and servicing facility
- 7) Warranty provisions and options
- 8) Price for the equipment and warranty options
- 9) Results of Equipment Demonstration (for those vendors short-listed to demonstrate equipment)

The Litchfield Hills Road Foreman Association shall develop a short-list of vendors which appear to best serve the public interest based on the above criteria. These vendors will be invited to demonstrate their sweeper at a mutually agreed upon date and time with representatives from the Litchfield Hills Road Foreman and Supervisor Association.

Following a review of the bids and consideration of the product demonstration, the Litchfield Hills Road Foreman and Supervisor Association shall determine the preferred vendor. The Association may wish to accept the proposal as presented, or negotiate a modified agreement with the preferred vendor. In the event such negotiations are not successful, the next preferred vendor may be selected for consideration. Once the Association has arrived at a satisfactory agreement with

the preferred vendor, authorization to accept the proposal will be requested of the NWCCOG and LHCEO.

Questions regarding the Project should be directed to Planning Director, LHCEO, 42 North Street, P.O. Box 187 Goshen, CT 06756; FAX: 860 491-3729; email: [lhceo1@snet.net](mailto:lhceo1@snet.net). All questions shall be submitted in writing at least 10 days prior to the proposal due date.

Thank you for your consideration.

RL/DM

7/7/08

# Public Works Equipment Cooperative

## Sweeper Rental Checklist

Rental Town \_\_\_\_\_ Authorized Rental Operator \_\_\_\_\_

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### Condition At Start of Rental

Date Out \_\_\_\_\_ Mileage \_\_\_\_\_ Engine Hours \_\_\_\_\_

General Appearance	Check	Other Items	Check
A. Paint Finish	_____	A. Engine Oil Full	_____
B. Dents, Scratches	_____	B. Lights	_____
C. Tin Ware	_____	C. Backup Alarm	_____
D. Overall Appearance	_____	D. Brooms	_____
E. Chassis Leaks	_____	E. Visual check for hydraulic leaks	_____
F. Tires	_____	F. General Operation	_____
G. Glass	_____	G. Fuel Full	_____
H. Operator's Manual	_____	H. Spare gutter brooms	_____
		I. Elevator gauge and adjuster	_____
		J. Lub level	_____

**Comments**

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*Note: Any cost for repairs needed, as defined by host town, as a result of neglect or abuse will be paid by the rental town.*

Rental Operator sign off: \_\_\_\_\_ Host Town sign off: \_\_\_\_\_

### Condition At Return

Date In \_\_\_\_\_ Mileage \_\_\_\_\_ Engine Hours \_\_\_\_\_

General Appearance	Check	Other Items	Check
A. Paint Finish	_____	A. Engine Oil Full	_____
B. Dents, Scratches	_____	B. Lights	_____
C. Tin Ware	_____	C. Backup Alarm	_____
D. Overall Appearance	_____	D. Brooms	_____
E. Chassis Leaks	_____	E. Visual check for hydraulic leaks	_____
F. Tires	_____	F. General Operation	_____
G. Glass	_____	G. Fuel Full	_____
H. Operator's Manual	_____	H. Spare gutter brooms	_____
		I. Elevator gauge and adjuster	_____
		J. Lub level	_____

**Comments**

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Rental Operator sign off: \_\_\_\_\_ Host Town sign off: \_\_\_\_\_