

Bid Specifications

Purchase of a 4-wheeled Mid-sized
Rider Sweeper for the City of
Charleston, Parking Department

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Please be sure the following documents are included in this bid package:

- 1.** All boxes must be checked yes or no on the Specifications Checklist
- 2.** Purchasing Affidavit
- 3.** Signed Protest Page
- 4.** Addendum Acknowledgement Form, if an addendum was issued.

INTENT

These specifications are intended to describe the purchase of a Four-wheeled mid-sized rider sweeper to be used by the Charleston parking Department. The details contained in the following specifications are not designed to exclude any manufacturer from bidding, but are offered as a means of describing the needs of the City of Charleston. All specifications are minimum requirements unless otherwise stated. Any deviations from the stated specifications must be described in detail. The merit of such deviations will be considered with regard to the City of Charleston's intended use.

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The City of Charleston, West Virginia (hereinafter called the City) invites bids on the attached forms. Sealed bids will be received by the City Manager until:

11:00 a.m., Monday, November 25, 2019

The bidding will then be closed. The bid opening will be held immediately following in the City Manager's Office, City Hall Building, 501 Virginia Street, East, Room 101; Charleston, West Virginia. All bidders are invited to attend.

The City will consider incomplete any bid not prepared and submitted in accordance with the provisions herein outlined and may reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be opened. No bidder may withdraw a bid after the actual bid opening.

2. Preparation of Bid

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address and **name of the project** for which the bid is submitted with the **bid opening date and time**. Where sealed bids are forwarded by mail, they shall be enclosed in another envelope addressed to the **City Manager's Office, City of Charleston, P.O. Box 2749, Charleston, West Virginia 25330 or 501 Virginia Street East, Charleston, West Virginia 25301 if sent via delivery service**. In addition, the name of the bidder should appear in the upper left-hand corner, with the **name of the project** and the **bid opening date and time** marked plainly on **both** envelopes. This is to ensure the bid being received at the proper location by the proper bidding time and will prevent accidental opening of the main bidding package. **Each package shall include one (1) original and one (1) copy of the vendor's proposal. Only one bid will be accepted from each vendor.**

3. Addenda

All questions pertaining to the specifications shall be submitted in writing to Purchasing Director Erin Vriendt via email to bids@cityofcharleston.org no later than **3 p.m., Monday, November 18, 2019**. Questions submitted will then be compiled and answered in an addendum to be issued no later than **Tuesday, November 19, 2019**. The City of Charleston will not be held responsible for oral interpretations of the specifications given by any of its employees, representatives, or others. **The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information pertaining to the specifications can be given.** If any addenda are issued to this RFP, the Purchasing Director will attempt to notify all prospective bidders who have secured the original RFP document. However, it will be the responsibility of each vendor, prior to submitting their competitive proposal, to contact the Purchasing Director via phone at (304) 348-8014 or via email to bids@cityofcharleston.org to determine if any addenda were issued and to make such addenda a part of their competitive proposal.

4. Method of Award

The City reserves the right to reject any or all bids and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the City. In making an award, intangible factors such as bidder's service, integrity, facilities, equipment, reputation and past performance will be weighed.

5. Stockholders

A list of all stockholders by name and address owning 5% or more of the bidder's current stock must be submitted with the bid. In the case of partnerships or sole proprietorships, those receiving a 5% or more share of the company's net profit must be listed.

6. Equal Employment Opportunities

All bidders acknowledge and agree that, in the performance of any City contract, they will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, or national origin.

7. Immigration Reform and Control Act (IRCA)

All bidders in connection with the performance of this project shall certify that they are in complete compliance with the above noted Act.

8. Payment Terms

The successful bidder may expect payment by the City within thirty (30) days following delivery and acceptance of the item(s) purchased and installed, and receipt of a proper invoice. An acceptance letter/final invoice must be reviewed and signed by an authorized representative of the City of Charleston.

9. Business & Occupation Tax

The City of Charleston broadly imposes a Business & Occupation Privilege Tax for the act or privilege of engaging in business activities within the City of Charleston. Business & Occupation Tax is measured by the application of rates against gross receipts or gross income of the business. All business activities are classified, and the classifications are significant inasmuch as the tax liability varies based on the different rates established for the specific types of business activities.

Individuals or businesses who do not have a physical location or office located in the City of Charleston are also subject to Business & Occupation Tax if they: 1) lease tangible personal property to lessees in Charleston, or 2) perform construction or installation contracts in Charleston or 3) render services in Charleston. Additionally, anyone who sells and/or delivers goods or products in Charleston may also be subject to Business & Occupation Tax

Business & Occupation Tax should be considered when preparing your bid. If you are uncertain as to your business activity or how your business should properly calculate the tax when preparing your bid, please contact us at botax@cityofcharleston.org.

NOTE: No contract or purchase of materials or equipment will be awarded to a company whose Business & Occupation Tax status is delinquent.

GENERAL CONDITIONS

- Bid shall be delivered F.O.B. to: City Manager's Office, City of Charleston, 501 Virginia Street East, Room 101; Charleston, West Virginia, 25301.
- Equipment shall be delivered F.O.B. completely assembled and ready for operation to the Charleston Equipment Maintenance Garage, 1100-B Pennsylvania Ave., Charleston, WV 25302.
- Only new equipment will be accepted. No factory refurbished, display or used equipment is allowed. All manuals, warranties and agreements must arrive at the time the equipment is delivered.
- Bidder shall state on bid proposal form number of days allowed for delivery of equipment following date of firm order. Time is of the essence with regard to this project. Therefore, the completion date will be considered in deciding the successful bidder. The successful bidder will be held accountable to honor the delivery date.
- **Only one bid will be accepted from each vendor.**
- The unit will not be accepted by the City if all specifications and any other requirements have not been met. Return of the equipment, if necessary, will be at the expense of the bidder.
- Any deviations from the bid specifications must be included on a separate sheet and attached to the bid form.
- Enclose with this bid proposal all manufacturer brochures, all warranty agreements on equipment proposed, a list of the company's stockholders (described page 4, item 5), the City's Purchasing Affidavit and any other documents as required by the City and described in this document. Firms must acknowledge the City's protest process, attached herein, by submitting a signed copy with their bid proposal. **Firms may not be considered, at the City's discretion, if any of the listed enclosures are not included with the bid submission.**
- Per City Code, no electronic, facsimile, telephonic or oral bids will be accepted.
- The City also reserves the right to reject any or all bids for any reason.

**SALIENT CHARACTERISTICS
FOR A FOUR WHEEL MID SIZED RIDER SWEEPER
OR APPROVED EQUAL**

GENERAL REQUIREMENT

A. SCOPE: The sweeper shall be a four-wheel rider-type machine capable of sweeping year round, dust free, without water, the sand, dirt, gravel, grass, leaves, litter, paper, salt, and other typical debris found at our facility.

The scope of this specification is based upon performance characteristics of individual operational systems and components, readily available on the open market, pretested for quality assurance, assembled and integrated as a final finished product. It is this which will be used as a suitable minimum in quality and performance. This specification neither precludes nor restricts competitive bidding. It is rather a performance and quality specification to be used for evaluation of all sweepers being bid.

Each sweeper bid shall be judged functionally equivalent or non-equivalent upon review of the detailed specifications and component designs, which are submitted for technical evaluation with the bid proposal. Each and every deviation shall be stated in detail and additional pages may be inserted as required. The sweeper furnished under this proposal shall be the manufacturer's latest model and design, in full regular production as of the day of the bid.

B. MATERIALS AND WORKMANSHIP: The sweeper furnished under these specifications shall be of current design and production. QUALITY OF WORKMANSHIP IS PARAMOUNT. We expect our vendors to treat our interests and our satisfaction as being preeminent. It is our intent to work in harmony, mutual respect, and cooperation with all vendors. In this regard, vendors have the responsibility to deliver exactly the product and/or service that they have promised to produce and will satisfy all complaints fully and as quickly as possible should a problem exist, or a necessary correction have to be made.

**SPECIFICATIONS
FOR A FOUR WHEELED MID SIZED RIDER SWEEPER**

The following specifications are intended to describe the minimum requirements for a mid-sized ride on sweeper. This unit must be of the latest design and model and shall have all of the standard equipment normally furnished with such models including the following.

Sweeper Model and Manufacturer: _____

Specifications	Comply Y/N	Comments
1. The sweeper shall have a variable sweeping and transport speed of a minimum fifteen miles per hour.		
2. The sweeper shall include a six-month guarantee of satisfaction warranty issued by the manufacturer.		

3. The sweeper shall be manufactured in the United States.		
4. Sweep path to be minimum 80" with dual left and right side brushes. All brushes will require no tools to change or adjust. Brush adjustments for wear, to be in reach of the operator in the seated position and require no tools. Main brush must utilize a splined drive hub & rope/twine guard,		
5. Engine must be a minimum 24 HP (28 kW) liquid cooled Diesel Powered engine Tier 4i Compliant and included a Heavy Duty four core aluminum radiator.		
6. Engine shall comply with current EPA emissions standards and be mounted at the rear of the machine. The radiator and Hydraulic cooler fan shall draw air from the rear of the machine at the top of the engine compartment to eliminate clogging the radiator & hydraulic cooler fins.		
7. Engine to includes dry type two stage dual element air filter with restriction indicator		
8. Includes full flow spin-on filters. A hydraulic filter pressure gauge & level indicator shall be included.		
9. For maximum component life the sweeper shall have 1 propelling hydraulic pump & 3 accessory as well as steel hydraulic lines where required. In addition the machine shall use premium Mobil DTE 10 Excel Series anti-wear hydraulic fluid, designed specifically designed for high pressure industrial hydraulic applications.		
10. A hydraulic by-pass tow valve to be included.		
11. The sweeper shall have an operator's compartment that is positioned in front of the rear wheels for better visibility & smoother ride for the operator. It shall include an adjustable suspension seat with retractable seat belt, arm rests and lumbar adjustment.		
12. The sweeper shall have an hour meter. The horn button to be center mounted on the steering wheel.		
13. The sweeper shall have a fuel level indicator		
14. The sweeper shall have an oil pressure indicator,		
15. The sweeper shall have a water temperature indicator		
16. The sweeper shall have an amp gauge		
17. The sweeper shall have four adjustable angles on the propel foot pedal for different sized operator's safety & comfort.		
18. The sealed instrument panel shall have a one-button sweeping mode to reduce operator training time. All functions engage automatically with this button. (Brushes raise and lower, hopper door opens and closes, vacuum fan turns on and off and filter shaker deploys)		
19. The sweeper shall have built in maintenance diagnostics with a service reminder.		
20. The instrument panel shall have a hopper door open/closed indicator light.		
21. The sweeper shall include a poly main brush.		
22. The sweeper shall include two 26" diameter poly side sweeping brushes (Left and Right) that are raised and lowered hydraulically and automatically. The side brooms shall be		

protected by a wrap-around, impact resistant bumper, and will retract upon impact. The side brush guard must fully cover the outer edges of the side brush, and allow for rotation and wear on four sides before requiring replacement.		
23. The Sweeper shall also have a misting system on both side brushes to help control side brush dust. The tank shall hold at least 11 gallons of water, and have a low water indicator on the dash to alert operator.		
24. The sweeper shall include a tri-color coded main brush wear indicator to allow easy & accurate main brush adjustment, maximizing brush life and sweeping performance		
25. The sweeper shall include a tilt steering wheel (to allow for all size operators) and full power steering.		
26. The sweeper shall include a "direct throw" sweeping system. The sweeper will be capable of two separate and distinct broom and vacuum speeds. These will facilitate loading of both light and heavier debris, and allow for higher effective sweeping speeds		
27. The sweeper shall be rear wheeled steered and propelled. It shall have 4 Wheels with Leaf springs on the rear wheels for stability, comfort, and travel between our Multiple Parking garages.		
28. The sweeper shall include headlights and taillights, brake light, turn signals, emergency flashers, flashing light and "smart A-V Backup Alarm that automatically sounds @ 10dBa louder than ambient noise level. The unit shall be equipped with a rear view mirror.		
29. Must have a minimum 14 cubic feet (395 liter) hopper with 1080 pound (495 kg) capacity.		
30. The hopper shall have a maximum ground clearance of 4" (100 mm)		
31. The debris hopper shall be constructed of rust-proof, dent resistant HDPE. A replaceable steel hopper bottom skid plate is to be included		
32. To ensure operator safety an automatic speed reducer will engage when the hopper is in the raised position, reducing forward speed to one mph. A hopper safety arm to lock hopper in raised position to be included		
33. A hopper dump door that can be closed, to prevent debris from spilling out during high speed travel to the dumping site, must be included		
34. The hopper shall have a large debris access door to allow placement of oversized debris. It shall also include a standard automatic fire sensing device, permanently mounted, resettable, and maintenance free.		
35. It shall have a 60" (1,525 mm) multi-level dump		
36. The sweeper hopper shall have a minimum 30" (760 mm) reach when dumping		
37. The sweeper shall have a retractable recirculating flap.		
38. The sweeper shall have an integral, protective wrap around steel bumper. Minimum weight of machine to be 3500 pounds.		
39. The sweeper shall have 21" (530 mm) diameter front wheels.		

40. The sweeper shall have (2) 15.5" (395 mm) rear wheels.		
41. The sweeper shall have tires that are solid soft ride type or foam filled to prevent flats.		
42. The noise level shall not exceed 80 decibels at the operator's ear per ISO 11201.		
43. To control dust the sweeper shall have a three stage dust filtration system (stage one a perma-filter; stage 2 a maintenance free cyclonic filter; and stage 3 a canister filter made of flame retardant nano-fibers for long filter life).		
44. It shall control dust down to 0.5 microns with an efficiency of 99%.		
45. Paper or cellulose fiber filters are not allowed.		
46. The warranty shall be 48 months or 2,800 hours (whichever comes first) factory parts warranty. Copy of warranty to be included with bid submittal		
47. The sweeper shall have a 6 months labor warranty. Also a 6-month money back guarantee to be provided in writing from the manufacturer ensuring quality and satisfaction.		
48. The unit shall be certified by Underwriters Laboratory UL Label "D" to ensure the highest of safety standards are used in the design and construction of the sweeper. (required by OSHA in 29CFR1910.178)		
49. Includes a factory representative on site installation and lifetime factory rep retraining as needed. Full Manuals operation, parts, and service to be included as well as tri-lingual operator training DVD.		
50. The Sweeper shall also be equipped with a Vacuum wand that will allow the operator to pick up dirt, debris, and have the ability to pick up soft drink cans, and 20oz soda bottles. This debris will go directly into the Hopper for a 14 cubic foot capacity.		
51. New equipment set-up and training to be included with the purchase		
52. The sweeper shall not exceed the height of 6'7" (with driver) for parking garage entry height clearance restrictions.		

EXCEPTIONS AND DEVIATIONS

Bidder shall fully describe every variance, exception and/or deviation. Please include with your bid form. Additional sheets may be used if required.

**CITY OF CHARLESTON
BID AND PROPOSAL FORM**

Four-wheeled mid-sized rider sweeper November 2019

We agree to sell and deliver to the City of Charleston Four -Wheeled mid-sized rider sweeper new, unused as described in the attached specifications for the prices listed below:

Item	Make/Model	Total Price
Four-wheeled mid-sized rider sweeper, per specifications		\$
Shipping (if applicable)		\$
Total Cost		\$

Delivery: _____ **days from date of firm order.**

- ☐ By checking this box and signing below, I hereby certify and attest I have read the Business & Occupation Tax statement found on page 4, item 9 and understand that Business & Occupation Tax may apply to the sale of my product or service to the City of Charleston.

We certify that we practice equal employment opportunities and have included with this bid submission all enclosures listed below.

Authorized Bidder's Signature

Title

Printed/Typed Bidder's Signature

Date

Company Name: _____

Address: _____

Telephone Number

Fax Number

Email Address: _____

ENCLOSURES:

1. Warranty Information
2. Manufacturer's Brochures
3. Specifications Checklist
4. All Other Documents as Outlined
5. List of Stockholders

6. Purchasing Affidavit
7. Signed Protest Page

Project Name: Four-wheeled mid-sized rider sweeper November 2019

CITY OF CHARLESTON PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE OR POLITICAL SUBDIVISION:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars (\$1,000) in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contracts may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in a timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for a price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, the West Virginia Insurance Commission or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code §61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____

PROTEST

In the event that any vendor desires to protest City's selection, such vendor (hereinafter "Protestor") shall submit its protest in writing, which must be received by City within two (2) business days of receipt of the Notice of Award letter. Provided that the City Manager reserves the right to extend the time for submission of the protest if he determines it is reasonable under the circumstances.

The written protest must be submitted to the City Manager's Office, Attention: Jonathan Storage 501 Virginia Street East, Room 101; Charleston, WV 25301.

Only vendors who have submitted a timely and responsive proposal may protest City's selection. No protest may be filed if the RFP is withdrawn or if all proposals received in response to the RFP are rejected.

Protests shall include the following information:

1. The RFP title and project description;
2. The Protestor's name, address, telephone number, and fax number;
3. A detailed statement of the legal and/ or factual grounds for the protest;
4. A statement as to how the objectionable matter(s) resulted in prejudice to the Protestor;
5. Copies of all relevant documents;
6. A request for a ruling by City;
7. A statement as to the form of relief requested;
8. All information establishing that Protestor is an interested party with authority for the purpose of filing a protest.

At the time of submitting the written protest, Protestor shall submit a certified check in the amount of one thousand dollars (\$1,000.00) or bond equal to five percent (5%) of the price of the selected proposal, whichever is greater. In the event the proposal being protested is for contracted services, an estimated average of the contract value will be determined in order to calculate the five percent (5%) bond value. This bonding requirement is designed to protect against frivolous claims and unnecessary expenditures of public funds and to allow City to offset any and all costs, fees, expenses or damages of any kind whatsoever incurred by City as the result of an unsuccessful protest.

In the event the protest is unsuccessful, the certified check or bond will be used by City to recoup any and all costs, fees, expenses, or damages of any kind whatsoever incurred by City and related in any way to the unsuccessful protest. Costs, fees, expenses, and damages shall include, but shall not be limited to, increased costs of labor, materials or services resulting from any delay, professional fees, including, but not limited to, attorney fees, and all costs, fees or expenses of any kind whatsoever related in any way to the unsuccessful protest. By signing this document, Protestor waives the right to receive any money retained by City as set forth herein. If there are any funds remaining after City has recouped amounts as permitted

herein, the remaining funds will be returned to Protestor. In the event Protestor is successful, the full amount of the certified check or bond will be returned to Protestor.

Upon receipt of a timely written protest, City shall provide notice of the protest to vendor selected as the successful bidder (hereinafter "Selected Vendor") and provide Selected Vendor with a copy of the written protest and any documents related thereto. **Selected Vendor will have two (2) business days to file a written response to the protest.** A hearing will be held within five (5) business days of the **date of receipt of the written protest by Selected Vendor**; provided that, City may, in its sole discretion, set the date of the hearing beyond the five (5) day time period specified herein if deemed necessary or convenient to do so by City. At the hearing, both Protestor and Selected Vendor will have an opportunity to appear and present evidence and testimony in support of their positions. The hearing will be held before the City Manager or his designee. The department head of the department seeking the RFP and the City Attorney shall be in attendance.

A decision will be made by City within five (5) business days of the hearing. Upon a decision having been made, both Protestor and Selected Vendor will be notified in writing of City's decision.

In the event City's selection is reversed, City will reevaluate all proposals which were originally and timely submitted, in accordance with state and city laws and regulations. During the reevaluation, issues addressed during the protest proceedings may be considered.

Once a written protest is filed, no work will be performed by Selected Vendor until such time as City has rendered a final decision on the protest; provided that, if City, in its sole discretion, determines time is of the essence regarding receipt of the goods or completion of the services to be performed, City may permit Selected Vendor to proceed pursuant to its proposal and any Agreement with City, until/unless the protest is successful.

By submitting a proposal, each vendor agrees that the procedure outlined herein is the exclusive remedy available to challenge/protest the award of a contract to a successful bidder. Each vendor further agrees that, in the event any qualified vendor fails to submit a written protest and certified check or bond within the time period specified, that vendor thereby forever waives its right to any further claim, action, or remedy, including, but not limited to, the right to bring an action before any administrative agency or any court of competent jurisdiction.

Vendor Signature

Date