

**Request for Proposal
No. 2020-008**

Two (2) Street Sweepers for the Street Department
City of Charleston, WV

Nancy Bliss
Interim Purchasing Director
City of Charleston
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bids@cityofcharleston.org

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

- 1. Purchasing Affidavit**
- 2. Purchasing Affidavit for Local Vendor Preference (If applicable)**
- 3. Signed Protest Page**
- 4. Addendum Acknowledgement Form, if an addendum was issued.**
- 5. List of Stockholders**
- 6. Warranty Information**
- 7. Manufacturer's Brochures**

INTENT

These specifications are intended to describe the purchase of two (2) Street Sweepers for the Street 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. Where brand names are used, the words "or equal" are assumed to follow. 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:

10:30am, Thursday, March 26, 2020

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 Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.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 two (2) copies of the vendor's proposal.**

3. Addenda

All questions pertaining to the specifications shall be submitted in writing to Interim Purchasing Director, Nancy Bliss via email to bids@cityofcharleston.org no later than

5:00pm, Wednesday, March 18, 2020. Questions submitted will then be compiled and answered in an addendum to be issued no later than **5:00pm, Thursday, March 19, 2020.** 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 this RFP can be given. If any addenda are issued to this RFP, the Interim 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 proposal, to contact the Interim Purchasing Director via phone at (304) 348-8014, by email to bids@citofcharleston.org, or by checking the City of Charleston Website at <https://charlestonwv.gov/bids-purchasing/current-bids>, to determine if any addenda were issued and to make such addenda a part of their competitive proposal.

4. Method of Award

The City Council or City Manager 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 **Department responsible for payment.**

9. Local Vendor Preference

A local vendor may qualify for a competitive advantage applied to its bid when

certain conditions are met. Such as, the vendor has marked on its bid submission that it is requesting to be considered a local vendor for bid evaluation purposes; the vendor provides documentation evidencing that it has the right to conduct business in the State of West Virginia; and the vendor submits an affidavit confirming that it has paid all applicable business taxes to the city or has a non-delinquent payment plan with the city and has had an active and current business and occupation tax account with the city collector during the entire preceding one-year period.

Competitive advantages shall be applied in the following manner:

(1) A competitive advantage of 4% shall be applied to the local vendor's bid when, prior to applying the competitive advantage, the apparent lowest responsible bidder submits a bid that is greater than \$25,000 but does not exceed \$125,000.

(2) The competitive advantage of \$5,000 shall be applied to the local vendor's bid when, prior to applying the competitive advantage, the apparent lowest responsible bidder submits a bid that is greater than \$125,000.

10. 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 Delivery Information if needed.**
- 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, 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, facsimile, telephonic or oral bids will not be accepted.
- Debarred vendors may not submit bids or be awarded contracts.
- The City of Charleston is exempt from state and local taxes.
- The City Council or the City Manager reserves the right to reject any and all bids.

DETAILED SPECIFICATIONS

If neither 'Yes' nor 'No' is marked for any item, it shall be assumed that the item is included with the street sweeper you are proposing.

1.0 INTENT

COMPLY

Yes No

It is the intent of this specification to provide for the purchase or lease purchase of one (1) new and unused street sweeper having a three wheel configuration, belt conveyor, 3.6 cubic yard front high dumping hopper, hydrostatic transmission, and right and left side broom with variable down pressure controlled from cab.

The following specification is based upon an ELGIN PELICAN P street sweeper SN31000 and up. The City's Public Works Department has evaluated different types of street sweepers and has determined that this product is best suited for the City's needs in safety, quality, performance, and standardization. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all sweepers bid will be compared.

In comparing proposals, consideration will not be confined to price only. The successful bidder will be one whose product is judged to best serve the interests of the City when standardization, price, product, safety, quality and delivery are considered. The City reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification.

2.0 EQUIVALENT PRODUCT

COMPLY

Yes No

Bids will be accepted for consideration on any make or model that is equal or superior to the sweeper specified. Decisions of equivalency will be at the sole interpretation of the City's Department of Public Works. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal.

All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, if requested.

3.0 INTERPRETATIONS

COMPLY
Yes No

In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing to the City Fleet Director. Based on such inquiry, the City may choose to issue an addendum.

COMPLY
Yes No

4.0 GENERAL

The specification herein states the minimum requirements of the City. Bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City will consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY: YES NO) will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

5.0 CHASSIS

COMPLY

Yes No

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|-----|--|-------|-------|
| 5.1 | Configuration shall be three wheel, rear steer. Front steer configurations shall not be acceptable. | _____ | _____ |
| 5.2 | For safety, steering strut shall have dual tires. Single tire steer wheels shall not be acceptable in case of flat tire. | _____ | _____ |
| 5.3 | To protect the target vehicle receiving the hopper discharge, sweeper shall have permanently fixed heavy duty steel bumpers with rubber padding, capable of limiting the forward movement of the sweeper before the sweeper drive wheels or chassis can impact the target vehicle. | _____ | _____ |
| 5.4 | For maximum strength, chassis shall be fully welded; formed channel and boxed tube style. Bolt together chassis shall not be acceptable due to limited structural strength. | _____ | _____ |
| 5.5 | Chassis shall have front and rear tow hooks. | _____ | _____ |
| 5.6 | Engine compartment cover shall have two raising assist cylinders. | _____ | _____ |
| 5.7 | Rear axle shall be strut; incorporates single-sided swingarm suspension type, having a minimum capacity of 7,400lbs. | _____ | _____ |
| 5.8 | Front axles shall be stub type, each having a minimum capacity of 10,000 lbs. | _____ | _____ |

6.0 CHASSIS ENGINE

COMPLY

Yes No

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|-----|--|-------|-------|
| 6.1 | Diesel engine shall be 4 cylinders, turbocharged, dynamically counter balanced, 276 cu/in. (John Deere 4045T or equal). Engine must be EPA Tier 4 “final” and CARB emission compliant and be capable of operating on biodiesel up to B20 | _____ | _____ |
| 6.2 | Power rating shall be 74 hp (55KW) @ 2400 RPM. | _____ | _____ |
| 6.3 | Engine shall have ECU for throttle control and management of after treatment system. | _____ | _____ |
| 6.4 | Engine shall be rubber mounted. | _____ | _____ |
| 6.5 | For greater heat dissipation and lower cost of maintenance, engine shall have individually replaceable wet sleeve cylinder liners. | _____ | _____ |
| 6.6 | Air cleaner shall be dual element safety dry-type. | _____ | _____ |
| 6.7 | Anti-freeze/water mixture shall be rated at -20 degrees. | _____ | _____ |
| 6.8 | Diesel fuel tank shall have a minimum capacity of 35 U.S. gallons. | _____ | _____ |

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|------|---|-------|-------|
| 6.9 | For operator safety in the event of engine cutout, steering system shall have a manual override. | _____ | _____ |
| 6.10 | An engine shutdown shall be included which protects against damage when either low oil pressure or high coolant temperature conditions occur. | _____ | _____ |

7.0 HYDROSTATIC TRANSMISSION

COMPLY
Yes No

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|-----|--|-------|-------|
| 7.1 | Pump shall be variable displacement with separate variable displacement wheel drive motors. | _____ | _____ |
| 7.2 | Power shall be evenly distributed through planetary torque hubs. | _____ | _____ |
| 7.3 | Power shall be transferred from wheel drive motors to planetary torque hubs without side loading. | _____ | _____ |
| 7.4 | Single foot pedal shall automatically produce required torque at a set pressure. | _____ | _____ |
| 7.5 | To prevent the possibility of contamination and the resulting damage to the transmission system, transmission shall be protected by 10 micron filter with cab restriction indicator. | _____ | _____ |
| 7.6 | Single foot pedal shall control both forward and reverse directions. | _____ | _____ |
| 7.7 | Hydrostatic transmission shall be computer controlled to optimize propel system to engine power. | _____ | _____ |

8.0 TIRES AND WHEELS

COMPLY
Yes No

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|-----|---|-------|-------|
| 8.1 | Front drive tires shall be tubeless radial tires, 11R22.5 (Load range H) mounted on disc wheels. | _____ | _____ |
| 8.2 | Dual rear tires shall be tubeless radial tires, 215/75 R17.5 (Load range H) mounted on disc wheels. | _____ | _____ |
| 8.3 | Sweeper shall be equipped with rear suspension, providing smooth ride for operation, while reducing chassis fatigue. | _____ | _____ |
| 8.4 | Rear suspension shall be single-sided swingarm type – design allows for ease of tire accessibility – utilizing heavy duty twin springcoils with shock absorber – for superior dampening of ground input during operation. | _____ | _____ |
| 8.5 | Rear suspension shall have 3 inches of effective travel for maximum jounce. | _____ | _____ |

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|-----|---|-------|-------|
| 8.6 | Rear suspension shall have single convolution hollow rubber spring to prevent hard stop of suspension at jounce limit for increased ride quality. | _____ | _____ |
|-----|---|-------|-------|

9.0 BRAKES

COMPLY
Yes No

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|-----|--|-------|-------|
| 9.1 | Service brakes shall be full power, hydraulically applied, twin-caliper disk type. | _____ | _____ |
| 9.2 | For safety, the hydrostatic system shall be equipped with a priority relief valve to enable the sweeper to gradually coast to a stop when the accelerator pedal is released. The O has determined that systems that abruptly stop the sweeper by dynamically braking when the accelerator pedal is in the neutral position are potentially dangerous to our operators and following vehicles and will not be accepted. | _____ | _____ |
| 9.3 | For safety, loss of engine power shall not automatically engage brakes. | _____ | _____ |
| 9.4 | For safety, loss of hydraulic power shall not automatically engage brakes. | _____ | _____ |
| 9.5 | For safety, neither brake engagement nor disengagement shall be dependent upon the engine running. | _____ | _____ |
| 9.6 | For safety, neither brake engagement nor disengagement shall be dependent on any electrical circuit. | _____ | _____ |
| 9.7 | To safely provide redundancy, parking brake shall be positively and mechanically applied to drive axle. | _____ | _____ |
| 9.8 | Neither parking brake engagement nor disengagement shall be dependent on any electrical circuit. | _____ | _____ |

10.0 CAB

COMPLY
Yes No

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|------|--|-------|-------|
| 10.1 | To maximize operator visibility, cab glass area shall be not less than 8,500 square inches. | _____ | _____ |
| 10.2 | For safety and maximum operator visibility, doors shall be all glass. The doors should be capable of latching completely sealed. | _____ | _____ |
| 10.3 | Front windows shall be tinted. Front window area shall be a minimum of 2300 square inches for optimum forward visibility. | _____ | _____ |
| 10.4 | For safety, minimum cab visibility shall be approximately 360° without using mirrors. | _____ | _____ |

10.5	For operator safety, cab doors shall be rear opening (hinged at front).	_____	_____
10.6	Cab interior environment shall be fully conditioned by filtered fresh air heater pressurizer / defroster and air conditioner (A/C) with adjustable vents.	_____	_____
10.7	Right-hand and left-hand seat shall be woven nylon cloth upholstered, foam cushioned bucket type with torsion suspension mounting and seat belts.	_____	_____
10.8	Sweeper shall include one (1) inside rear view mirror and two (2) outside west coast type mirrors.	_____	_____
10.9	To maximize operator visibility, outside mirrors shall be mounted forward of the cab enclosure.	_____	_____
10.10	For safety during night sweeping, rocker switches shall be internally illuminated so that they can be readily identified without the use of the cab dome light.	_____	_____
10.11	Windshield wiper shall be two speeds intermittent with washer.	_____	_____
10.12	Interior of cab shall be lined with acoustical insulation, have automotive type trim, and center console.	_____	_____
10.13	Dash shall be faced with soft molded plastic.	_____	_____
10.14	There shall be a soft textured steering wheel with center horn at the operator position with tilt and telescopic steering wheel for safer operation	_____	_____
10.15	Sweeper shall have an automatic electronic back-up alarm.	_____	_____
10.16	Sound levels within the cab shall not exceed OSHA standards.	_____	_____
10.17	Doors and ignition shall be keyed alike.	_____	_____

<u>11.0 SIDE BROOMS</u>		<u>COMPLY</u>	
		<u>Yes</u>	<u>No</u>
11.1	Side broom shall be hydraulic, direct drive; vertical digger type mounted on right and left sides.	_____	_____
11.2	To provide flexibility for varying sweeping conditions, broom speed shall be variable, (90 RPM to 160 RPM), by operator from cab while moving independent of sweeping speed.	_____	_____
11.3	Broom down pressure shall be adjustable by operator from the cab while sweeping.	_____	_____
11.4	Each broom shall consist of four (4) replaceable plastic segments, filled with 26" long tempered wire.	_____	_____
11.5	Broom diameter shall be not less than 36", protruding not less than 13" beyond outside of tire while sweeping.	_____	_____

<u>12.0 MAIN BROOM</u>		COMPLY	
		<u>Yes</u>	<u>No</u>
12.1	Broom shall be hydraulic, direct drive, not less than 35" diameter and not less than 68" long.	_____	_____
12.2	To provide flexibility for varying sweeping conditions, broom speed shall be variable, (80 RPM to 140 RPM), by operator from cab while moving independent of sweeping speed.	_____	_____
12.3	Broom shall be prefab disposable type, filled with polypropylene.	_____	_____
12.4	Broom shall be double wrapped at both ends.	_____	_____
12.5	Sweeping path shall be not less than 8 feet wide with one gutter broom activated.	_____	_____
12.6	To protect the broom mechanism, the main broom shall raise automatically when the sweeper is reversed. The broom will return to its sweep position and set down pressure when a forward direction is resumed.	_____	_____

<u>13.0 CONVEYOR</u>		COMPLY	
		<u>Yes</u>	<u>No</u>
13.1	Conveyor with Chevron style cleats and sipes shall be hydraulically driven and able to load hopper to 100% of rated useable capacity.	_____	_____
13.2	Conveyor shall be reversible in direction without stopping or reversing any broom.	_____	_____
13.3	Conveyor shall be capable of effectively sweeping debris of varying sizes (from large bulky trash 6" in height to fine sand) without the need to make any adjustments to the conveyor system.	_____	_____
13.4	To reduce wear on all conveyance components, a conveyor belt having molded Chevron style cleats and sipes shall carry, not drag, debris to the hopper.	_____	_____
13.5	To protect the broom mechanism, the main broom shall raise automatically when the sweeper is reversed. The broom will return to its position and down pressure when a forward direction is resumed.	_____	_____

<u>14.0 HOPPER</u>		COMPLY	
		<u>Yes</u>	<u>No</u>
14.1	For safety, the hopper shall be front dumping, allowing an operator to observe the dump target and surrounding area at all times from the cab, without the use of mirrors.	_____	_____

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|------|---|-------|-------|
| 14.2 | Hopper shall dump at varying heights ranging from ground level through a height of 9-1/2 feet. | _____ | _____ |
| 14.3 | Hopper shall have a dumping reach of 33 in. forward. | _____ | _____ |
| 14.4 | To extend wear life, tilt arm bearings shall be permanently - lube Teflon impregnated composite. | _____ | _____ |
| 14.5 | Dump cycle shall be not more than 60 seconds. | _____ | _____ |
| 14.6 | Volumetric capacity shall be not less than 3.6 cubic yards, useable capacity not less than 3.5 cubic yards. | _____ | _____ |

15.0 WATER SYSTEM

COMPLY
Yes No

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|------|---|-------|-------|
| 15.1 | Tank capacity shall be not less than 220 U.S. gallons. | _____ | _____ |
| 15.2 | Tank shall be constructed of non-rusting material (polyethylene or equal) | _____ | _____ |

STATE TANK CONSTRUCTION: _____

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|------|---|-------|-------|
| 15.3 | Pump shall be a 5 chamber diaphragm pump that is self priming and capable of running dry. | _____ | _____ |
| 15.4 | Water fill gauge shall be visible from normal operating position. | _____ | _____ |
| 15.5 | Sweeper shall be equipped with an automatic internal hopper/conveyor flush and wash down system. | _____ | _____ |
| 15.6 | Water fill hose shall be not less than 16'8" in length, equipped with 2-1/2" NST hydrant coupler. | _____ | _____ |
| 15.7 | Storage basket shall be provided for fill hose. | _____ | _____ |

16.0 HYDRAULIC SYSTEM

COMPLY
Yes No

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|------|--|-------|-------|
| 16.1 | Power shall be provided by shaft and gear driven pumps. | _____ | _____ |
| 16.2 | Hydraulic reservoir shall be not less than 33 gallons, baffled and with sight gauge. | _____ | _____ |
| 16.3 | Test ports shall be at staggered height, including individual ports for sweeping functions, hopper functions and propulsion. | _____ | _____ |
| 16.4 | To prevent contamination of the reservoir during the dump cycle, the reservoir vent shall be equipped with 10 micron, spin on filter. | _____ | _____ |
| 16.5 | To prevent the possibility of contamination and the resulting damage to the hydraulic system, suction lines for drive to have 10 micron filter with cab mounted restriction indicator. | _____ | _____ |
| 16.6 | To prevent the possibility of contamination and the resulting damage | _____ | _____ |

	to the hydraulic system, return lines for drive to have 10 micron filter with cab mounted restriction indicator.		
16.7	To prevent contamination of the reservoir when adding hydraulic fluid, all oil added shall pass through a 10 micron filter located within the fill spout.	_____	_____
16.8	To maximize cooling efficiency and permit thorough cleaning, the hydraulic cooler shall be mounted along side the water radiator.	_____	_____
16.9	Cooler shall be protected by a 125 PSI bypass valve.	_____	_____
16.10	To minimize environmental damage caused by leaking hydraulic fittings, all pressure hydraulic fittings shall be flat-face "O" ring or "O" ring boss type.	_____	_____
16.11	All circuits shall have quick-disconnect check ports.	_____	_____
16.12	A warning indicator shall be supplied to warn operator if the hydraulic oil in the reservoir falls below the acceptable level required.	_____	_____

<u>17.0 ELECTRICAL</u>		<u>COMPLY</u>	
		<u>Yes</u>	<u>No</u>
17.1	Unitized alternator/regulator shall be not less than 90 ampere.	_____	_____
17.2	Battery shall be maintenance free, 12 volt, 180 minimum reserve, 925 CCA.	_____	_____
17.3	For safety, all electrical circuits shall be protected with automatically self-resetting circuit breakers which do not require any action by the operator to reset.	_____	_____
17.4	All lighting shall be D.O.T. approved including combination stop and tail lights, sealed multiple beam headlights, high beam - low beam switch, adjustable side broom spotlights, illuminated gauges and instrument panel, internally illuminated rocker switches, self canceling directional signals, and hazard switch.	_____	_____
17.5	For ease of electrical "trouble shooting", all wiring shall be harnessed, identified by color coded and word coded wires (i.e. "Ignition", "Headlight" etc.)	_____	_____
17.6	All terminals shall be properly crimped and splices ultrasonically welded.	_____	_____
17.7	To prevent deterioration from oxidation all electrical splices shall be fully and completely insulated with heat shrinkable tubing.	_____	_____
17.8	All electrical connections shall be sealed with weatherproof, polarized connectors.	_____	_____
17.9	Electrical system shall have complete plug-in diagnostics that includes fault codes and troubleshooting.	_____	_____

<u>18.0 CONTROLS</u>		COMPLY	
		<u>Yes</u>	<u>No</u>
18.1	All sweeper controls shall be mounted on a central control console with locking ignition for use from either right or left positions. This allows the operator to view all important information from either operating position.	_____	_____
18.2	The controls shall include all sweep, spray water, and lighting functions.	_____	_____
18.3	The controls for sweep, spray water (if equipped with a water system), and lighting functions shall be conventional rocker switches.	_____	_____
18.4	Rocker switches shall be clearly identified by name and international symbol.	_____	_____
18.5	Hydraulic functions shall be controlled by electric rocker switches.	_____	_____
18.6	Hopper dump functions shall be controlled by a single “joy” stick that meets the SAE standard. Multiple levers shall not be acceptable.	_____	_____

<u>19.0 INSTRUMENTS</u>		COMPLY	
		<u>Yes</u>	<u>No</u>
19.1	Instrument panel shall be full vision illuminated with tachometer, hour meter, speedometer, odometer, fuel gauge, hydrostatic oil temperature gauge, water temperature gauge, oil pressure gauge, voltmeter gauge, hydraulic filter/drive filter indicator and engine air intake restriction indicator.	_____	_____
19.2	An automatic rear view camera with full color 5.6” LCD monitor shall be provided. Camera shall monitor display the area behind the sweeper whenever the sweeper is moving in reverse. The display shall be selectable to allow continuous rear view at all times. The display shall have an additional camera input to allow future expansion of additional cameras. The camera shall be equipped with infra red lamps to allow night vision.	_____	_____

<u>20.0 PAINT</u>		COMPLY	
		<u>Yes</u>	<u>No</u>
20.1	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.	_____	_____

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|------|---|-------|-------|
| 20.2 | Color shall be the color of "White". | _____ | _____ |
| 20.3 | Vehicle shall have an accent color of Grey on the lower portions of the unit. | _____ | _____ |

21.0 MANUALS

COMPLY
Yes No

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|------|--|-------|-------|
| 21.1 | A parts manual shall be provided. | _____ | _____ |
| 21.2 | An operation manual shall be provided. | _____ | _____ |

22.0 WARRANTY

COMPLY
Yes No

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|------|--|-------|-------|
| 22.1 | Manufacturer's warranty shall be not less than one (1) year on entire vehicle. | _____ | _____ |
| 22.2 | 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 to be deemed "non-responsive" and rejected without further review. | _____ | _____ |

23.0 SERVICE AND TRAINING

COMPLY
Yes No

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|------|---|-------|-------|
| 23.1 | Vendors shall have a full parts and service facility within 25 miles distance from the City of Charleston garage. State location and distance

_____ | _____ | _____ |
| 23.2 | A qualified technician shall provide complete training to City personnel at the City garage. Training shall include safety, operation, maintenance and service. Additional back-up training shall be provided during the life of the sweeper as requested by the City. Also, three days of mechanics training at the sweeper factory shall be provided for each sweeper purchased. Transportation and lodging not included. | _____ | _____ |

24.0 DELIVERY

COMPLY
Yes No

- | | | | |
|------|--|-------|-------|
| 24.1 | Sweeper shall be delivered F.O.B. Charleston in new operating condition. | _____ | _____ |
| 24.2 | Acceptance shall be subject to the inspection and approval of the | _____ | _____ |

City.

- 24.3 Bidder shall state delivery time after receipt of order:
-

25.0 REFERENCES

- 25.1 Bidder shall state the length of time in service as an authorized dealer for the product being proposed. The minimum time is at least 10 years.
-
- 25.2 Bidder shall provide the name of not less than ten (10) West Virginia municipal owners of comparable models (including having an identical debris conveyance system) to that being offered, who have used such models over a ten year span. If none, state so.

26.0 QUALITY

- 26.1 Sweeper shall be manufactured by a company with a registered quality standard no less than ISO 9001.
-

27.0 OPTIONAL ITEMS TO BE INCLUDED:

LifeLiner debris hopper lining system with additional warranty
In cab air restriction gauge
Automatic lubrication system for dual broom sweeper
Conveyor stall alarm
Lower roller deflector
Conveyor cleanout system
Hydraulic oil level and temperature shutdown system
Two LED rear flood/backup lights with cab control
LED arrow stick rear mounted with cab control
AM/FM radio with two map lights
Additional ignition key
Right side broom power tilt with control and indicator
Left side broom power tilt with control and indicator
One 2.5 lb. fire extinguisher
Right side seat shall be a Bostrom air ride mid back vinyl seat
Left side seat shall be a suspension mid back vinyl seat
One hydrant wrench

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**

Two (2) Street Sweepers RFP No. 2020-008

We agree to sell and deliver to the City of Charleston two (2) Street Sweepers as described in the attached specifications for the price listed below:

Item	Quantity	Make/Model	Unit Price	Total Cost
Street Sweeper	2			
Shipping, if applicable				
Total Bid				

Delivery: _____ days from date of firm order.

☐ By checking this box and signing below, I hereby certify and attest I have read the Local Vendor Preference statement found on page 4 & 5, item 9 and understand that a vendor must certify that all conditions have been met to be given a competitive advantage.

☐ By checking this box and signing below, I hereby certify and attest I have read the Business & Occupation Tax statement found on page 5, item 10 and understand that Business & Occupation Tax may apply to the sale of my product or service to the City of Charleston.

☐ I certify that this vendor has in place equal employment opportunity policies and have included with this bid submission all enclosures listed below (including applicable purchasing affidavits).

Authorized Bidder's Signature

Title

Printed/Typed Bidder's Name

Date

Company Name: _____

Address: _____
Street City State Zip

Telephone Number: _____ Fax Number: _____

Email Address: _____

PROJECT: Two (2) Street Sweepers RFP No. 2020-08

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: _____



CITY OF CHARLESTON, WEST VIRGINIA

LOCAL VENDOR AFFIDAVIT

Pursuant to § 2-480 of the Charleston City Code, a Local Vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. One condition requires the vendor to submit this affidavit confirming that **(1)** the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and **(2)** the vendor must state that it has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the bid opening.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under the penalty of law for false swearing (W. Va. Code § 61-5-3) that **(1)** the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and **(2)** the vendor has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the scheduled bid opening for the procurement listed below.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Corporate Name: _____

Authorized Signature: _____ Date: _____

(Printed Name and Title)

State of _____

County of _____, to wit:

Taken, subscribed, and sworn before me this _____ day of _____, 20 ____.

[SEAL]

Notary Public

My Commission expires _____, 20 ____.

Name of Procurement: _____ Bid Opening Date: _____

PROJECT: Two (2) Street Sweepers RFP No. 2020-008
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