



CITY OF BUFFALO
NEW YORK

DEPARTMENT OF ADMINISTRATION, FINANCE, POLICY & URBAN AFFAIRS
DIVISION OF PURCHASE
65 NIAGARA SQUARE, ROOM 1901 CITY HALL
BUFFALO, NEW YORK 14202
PHONE (716) 851-5222 FAX (716) 851-5231

SPECIFICATIONS
FOR

STREET SWEEPERS

FOR THE

DEPARTMENT OF PUBLIC WORKS

DATE ISSUED: AUGUST 2, 2022
BID OPENING DATE: AUGUST 16, 2022
AT 11:00 AM
BUYER: BRIAN KINYOUN

CITY OF BUFFALO
DEPARTMENT OF ADMINISTRATION, FINANCE, POLICY & URBAN AFFAIRS
DIVISION OF PURCHASE
65 NIAGARA SQUARE, ROOM 1901 CITY HALL
BUFFALO, NY 14202

REGULATIONS

**FOR ENTERING FORMAL PROPOSALS FOR MATERIALS, SUPPLIES, EQUIPMENT, AND;
SERVICES**

1. METHOD OF TENDERING PROPOSALS.

(A) ALL BIDDERS MUST TENDER THEIR PROPOSAL ON THE FORM FURNISHED WITH THESE SPECIFICATIONS and shall execute the form in ink or typewriter, without alteration or additions of any kind. Except for catalogs or other descriptive literature specified or requested, ANY LETTERS OR OTHER PAPERS ATTACHED TO PROPOSALS OR SUBMITTED UNDER SEPARATE COVER CONTAINING CONTINGENT CLAUSES OR MODIFICATIONS TO THESE SPECIFICATIONS WILL NOT BE ACCEPTED. Any deviation or minor points of variance shall be specifically shown and stated in the space provided on the bid sheet or on a separate sheet of paper, and only those deviations or minor variations contemplated or permitted thereby will be considered.

(B) No person, co-partnership, or corporation, shall submit more than one proposal, either directly or by agent. Each bidder shall sign said proposal with his/her full name, in his/her own handwriting, and, if a partnership, each partner must sign; if a corporation, the corporate name shall be signed, and signed and acknowledged by a duly authorized officer thereof.

(C) **A bid bond, certified check, bank draft or letter of credit must accompany a bid under \$250,000.00. If the total dollar amount of the bid exceeds \$250,000.00, then only a bid bond is acceptable.** otherwise, a certified check, bank draft or letter of credit shall be for ten percent (10%) of the amount bid. Bid bond running to the City of Buffalo to be executed by bidder as principal and by duly incorporated company authorized to guarantee performance of the contract, and to do business in the State of New York, as surety, in the penal amount of not less than ten percent (10%) of the bid, conditioned that if the bid accompanying the bond shall be accepted, the principal named in such bond will, whenever required, enter into a written contract for the performance of the contract in accordance with conditions as provided in the plans and specifications and will furnish the required security for the faithful performance of the contract as specified, and the penal sum of such bid bond, in the amount of one hundred percent (100%) shall be and become the minimum amount of the damages suffered by the City as liquidated damages, if the bidder whose bid is accepted shall fail to enter into a contract with the City and give security for the performance of the contract as required, upon notice to him as in said plans and specifications prescribed. The amount of the aforementioned bid bond, certified check, bank draft or letter of credit, shall be based on the total amount of the bid arrived at by the addition of the totals for all groups or units bid upon. Whenever bidder submits proposals for items aggregating less than \$20,000.00, no security need accompany the proposal.

(D) “Energy Star

For all applicable products bidders must submit with their bid a statement indicating that all products purchased will bear the “Energy Star” label as awarded by the U. S. Environmental Protection Agency and U. S. Department of Energy.

(E) If bidder finds it necessary to purchase a product that does not bear the “Energy Star” label the bidder or the respective Department or Agency must include a written statement indicating the reason “Energy Star” products cannot be used, and a comparison of the initial and operating cost differential during the useful life of the “Energy Star” rated product and the non-rated product.

(F) All bidders must submit with their bid a statement indicating that they will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, a statement must be submitted indicating that the bidder will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.

Forms EEO-2A and 2B are enclosed and must be completed and returned with your proposal.

2. QUALIFICATIONS FOR BIDDER.

Ordinarily, proposals are not considered from bidders on supplies, material or equipment, if the bidder or manufacturer of same is in bankruptcy, or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract, but the Director of Purchase reserves the right to accept or reject such proposals in the best interest of the City. No bid shall be accepted from any person or corporation that is in arrears to the City upon any debt or contract.

FOR THE PURPOSE OF THIS BID, A PERFORMANCE BOND WILL BE REQUIRED WHEN ENTERING INTO A CONTRACT, SEE ITEM THREE (3) PARAGRAPH TWO (2) BELOW FOR POSSIBLE OPTIONS.

A BID BOND, CERTIFIED CHECK, BANK DRAFT OR LETTER OF CREDIT FOR 10% OF TOTAL AMOUNT IS REQUIRED WHEN SUBMITTING A BID EQUAL TO OR GREATER THAN \$20,000.00.

3. CONTRACT AND BOND.

(A) The successful bidder will be required to enter into a contract and furnish a bond guaranteeing the faithful performance of the contract in the penal amount of the contract price, such bond to be executed by the bidder as principal, and by a duly incorporated company authorized to guarantee the performance of the contract and to do business in the State of New York as surety. Said bond to be approved by the Corporation Counsel as to form and by the Comptroller of the City of Buffalo as to sufficiency of the bond. The amount of the performance bond shall be based on the total amount of the contract, arrived at by the additions of the totals for all groups or units listed thereon.

Please note the City of Buffalo may waive its requirement of the above performance bond, at the discretion of the Director of Purchase. If approval is granted and your company is not required to submit a performance bond please list the credit price that would be deducted from your proposal.

4. DISCOUNT.

Bidder will please specify cash discount, if any; discount period to begin with receipt of invoice in the office of the Division of Purchase. The cash discount is not to be considered in determining the low bid, except where bids are otherwise identical.

5. PAYMENT.

Payment for material, supplies or equipment called for herein shall be made within thirty (30) days after approved completion of contract and the rendition of proper invoice to the Division of Accounting, 65 Niagara Square, Room 1214 City Hall, Buffalo, New York 14202.

6. PATENT INFRINGEMENT.

The Contractor shall agree to indemnify and save harmless the City of Buffalo, its servants, agents and employees from any and all suits or action at law or in equity, which may hereafter be brought against them or either of them, for, or on account of, the infringement, or alleged infringement, of any patent or patent rights upon or pertaining to any of the articles described herein.

7. GENERAL.

(A) The Contractor will not be allowed to take advantage of any errors or omissions. The Director of Purchase reserves the right to reject any and all bids on any or all items in the proposal and to waive any informality. In case of error, unit price governs.

(B) Should there be any question concerning these specifications, or the intent of these specifications, the prospective bidder shall apply to the Director of Purchase for such information.

(C) These regulations, specifications, invitation for bids, and the proposal are deemed to be incorporated in the contract.

(D) The Division of Purchase reserves the right to award by item, or as a whole, or to reject any or all bids.

8. TAXES.

Quotations shall not include any New York Sales Tax as municipalities of New York State are not subject to this tax. No Federal Tax of any kind shall be included unless the Federal Law specifically levies such tax against purchases made by the political subdivisions of a State.

9. TITLE.

Contractor must transfer a good and incontrovertible title to all equipment furnished hereunder free and clear of all liens and encumbrances of whatever name and nature.

10. ASSIGNMENT AND SUBCONTRACTING

Pursuant to Article 22, Section 22-9 of the City Charter, no contractor awarded a contract pursuant to bids shall assign or subcontract any part of such contract to any person, firm or corporation by whom a proposal was submitted to the City for the same contract. In any event, no contractor shall assign, transfer or otherwise dispose of the within contract, or any part thereof, or any right, title or interest there under, without the prior written consent of the Director. Any such purported action without such consent shall be null and void.

11. SUBCONTRACTOR LIST.

The successful bidder shall submit a list of proposed subcontractors to the Director of Purchase for approval and obtain written consent thereto prior to the execution of the contract.

12. NATIONALLY KNOWN CORPORATIONS.

The Director of Purchase reserves the right to determine which corporations are to be designated as nationally known, and the decision will be final.

13. DELIVERY DATE, PENALTIES AND EXTENSIONS OF TIME.

The delivery date shall be considered by the Director of Purchase in making the award. Such delivery date shall be of the essence of the contract.

If the contractor and/or supplier fails to complete the contract within the specified delivery date or within any extensions thereof granted in accordance with this section, the City may elect to permit the contractor and/or supplier to proceed with and complete the contract, provided, however, that in any such case such permission shall not be deemed a waiver in any respect by the City of the contractor's and/or supplier's liability for damages or expenses thereby incurred by the City as a result of the failure to complete delivery within the specified time, but such liability shall continue in full force against the contractor and/or supplier as if such permission had not been granted.

In order to avoid all controversy in the determination of actual damages or expenses to the City for the delay in completion of the contract by reason of the City's election not to terminate the right of the contractor and/or supplier to proceed with the completion of the contract, the contractor and/or supplier and their surety shall be liable for and shall pay or allow to the City a sum equal to one percent (1%) of the total amount of the contract per day as fixed and agreed liquidated damages for each and every calendar day, Sundays and holidays included, after the date fixed for delivery during which time the contract shall remain incomplete, and any such damages and expenses may be deducted by the City from any payment or payments then due or thereafter to fall due to the contractor and/or supplier.

No extension of time for completion of this contract shall be granted unless the contractor and/or supplier shall make written application to the Director of Purchase no later than five (5) calendar days prior to the specified delivery date for an extension of time to complete delivery and the Director of Purchase shall have granted such extension in writing no later than the date upon which delivery was to have been made. The granting of any such extension and the length of time thereof shall be in the sole discretion of the Director of Purchase.

14. NON-COLLUSIVE BIDDING CERTIFICATION.

If the bidder is a corporation, the execution of the non-collusive certification in the form of proposal shall be deemed to include the signing to non-collusion as the act and deed of the corporation.

No bid shall be considered for an award nor will any award be made to a bidder where the proposal does not include the statements as to non-collusion as set forth in the form of proposal herein, provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and furnish with the bid a signed statement which sets forth in detail the reasons therefor. In such event the bid shall not be considered for award nor shall any award be made unless the Director of Purchase determines that such disclosure was not made for the purpose of restricting competition. In this connection, it should be noted that the fact that a bidder has published price lists, rates or tariffs covering items being procured or has informed prospective customers of the proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price as being bid, does not constitute, without more, a disclosure to any other bidder or to any competitor within the meaning of the non-collusive certification included in the form of proposal.

15. INQUIRIES.

Pursuant to Article IX of New York State Finance Law §139-j, no Offeror shall engage in any impermissible contact with the governmental entity during the “restricted period” for this Formal Proposal. Contact shall include any oral, written or electronic communication with the governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entities conduct or decision regarding the governmental procurement. The “restricted period” shall mean the period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposals, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Offeror intending to result in a procurement contract with the governmental entity and ending with the final contract award and approval by the governmental entity and, where applicable, the State Comptroller. Except as otherwise permitted under State Finance Law §139-j(3), any contact with the governmental entity, other than to discuss current business with the City of Buffalo, or during the question and answer period (via e-mail ONLY) with the person(s) identified below, may result in a Offeror’s immediate disqualification.

All inquiries during the question period only should be directed via e-mail only to: Brian Kinyoun, Division of Purchase: bkinyoun@city-buffalo.com.

16. SECTION 220-E, Labor Law.

PROVISIONS IN CONTRACTS PROHIBITING DISCRIMINATION ON ACCOUNT OF RACE, CREED, COLOR OR NATIONAL ORIGIN IN EMPLOYMENT OF CITIZENS UPON PUBLIC WORKS.

Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color , disability, sex or national origin;

(c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) That this contract may be canceled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the state or municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

17. COOPERATIVE PURCHASING: PURCHASES BY OTHER POLITICAL SUBDIVISIONS

(A) When in the opinion of the Director of Purchase, it will not create a burden or hardship on the City of Buffalo and the anticipated prices will not adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular City of Buffalo request for proposal that the participants shall have rights to make purchases based upon the proposals received by the City of Buffalo.

(B) The City of Buffalo Director of Purchase, within the limits of his/her time and manpower, shall disseminate relevant contract information to the participants.

(C) The participants in the City of Buffalo contracts will issue purchase orders directly to vendors within the specified contract period referencing the City of Buffalo contract involved and be liable for any payments due on such purchase orders.

(D) Proposers shall take notice that as a condition of the award of a City of Buffalo contract pursuant to these specifications, the successful proposers agrees to accept the award of a similar contract with any of the participating political subdivisions if called upon to do so. The City of Buffalo will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

(E) Upon mutual agreement between the successful proposer and various other government agencies and authorities, this contract may be used if all requirements of each municipality is in agreement. Government agencies requesting the use of this contract will be responsible for monitoring all aspects and requirement, the City of Buffalo assumes no responsibility.

STREET SWEEPERS
FOR THE
DEPARTMENT OF PUBLIC WORKS

PROPOSALS IN SEALED ENVELOPES, marked “FORMAL BID ON STREET SWEEPERS FOR THE DEPARTMENT OF PUBLIC WORKS,” addressed to the Director of Purchase, 65 Niagara Square, Room 1901 City Hall, Buffalo, NY 14202, will be received until 11:00 AM, local time, TUESDAY, AUGUST 16, 2022.

The City of Buffalo, Division of Purchase is requesting bids for the Department of Public Works to purchase two (2) Street Sweepers, and the following specifications.

The City of Buffalo reserves the option to purchase additional quantities of the above units at the bid prices, under the same terms and conditions for a period of one (1) year from the date of contract if agreeable to the successful vendor and if necessary funds become available, and may renew an additional four (4) one (1) year periods with all terms the same and agreeable to both parties.

City of Buffalo reserves the right to reject any and all bids or parts of bids, to waive irregularities and technicalities and to request rebids. City of Buffalo also reserves the right to award the contract on such as the City deems will best serve its interests.

City of Buffalo reserves the right to reject all bids and utilize pricing offered in current contracts with other governmental entities if determined advantageous and in the best interest of the City.

Price quoted shall include delivery of completed unit. Completed units must be fully operational when delivered to the City of Buffalo, Department of Street Sanitation Garage located at 197 Broadway, Buffalo, New York.

Brand names used in these specifications are not intended to imply or denote a particular vendor and are not to be construed as restrictive in any way. All proposals that meet or exceed specifications will be considered.

For questions regarding this product or if you need any other information contact Brian Kinyoun, Division of Purchase at bkinyoun@city-buffalo.com.

BIDDER SHALL COMPLETE EVERY SPACE IN BIDDERS PROPOSAL COLUMN WITH A CHECK MARK TO INDICATE IF THE ITEM BEING BID IS EXACTLY AS SPECIFIED. IF NOT, DESCRIPTION TO INDICATE THE SPECIFIC DEVIATION FROM THE SPECIFICATIONS TO BE SUPPLIED ON THESE SHEETS OR ON A SEPARATE SHEET OF PAPER.

STREET SWEEPERS

1.0 INTENT

It is the intent of this specification to provide for the purchase of two (2) new and unused Street Sweepers. Having a three wheel configuration, belt conveyor, 3.6 cubic yard front high dumping hopper, hydrostatic transmission, and right and left side brooms with variable down pressure controlled from cab.

2.0 INTERPRETATIONS

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. Based upon such inquiry, the City may choose to issue an Addendum.

3.0 GENERAL

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City of Buffalo 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 (BIDDER COMPLIES: 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.

4.0 CHASSIS

- 4.1 Configuration shall be three wheel, rear steer. Front steer configurations shall not be acceptable.
- 4.2 For safety, steering strut shall have dual tires. Single tire steer wheels shall not be acceptable in case of flat tire.
- 4.3 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.

SPECIFICATIONS

BIDDER COMPLIES
YES NO DEVIATIONS

- 4.4 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.
- 4.5 Chassis shall have front and rear tow hooks.
- 4.6 Engine compartment cover shall have two raising assist cylinders.
- 4.7 Rear axle shall be strut; incorporates single-sided swingarm suspension type, having a minimum capacity of 7,400 lbs.
- 4.8 Front axles shall be stub type, each having a minimum capacity of 10,000 lbs.
- 4.9 An automatic lubrication system shall be provided.

5.0 CHASSIS ENGINE

- 5.1 Diesel engine shall be 4 cylinders, turbocharged, dynamically counter balanced, 276 cu/in.. Engine shall have EPA Tier 4i emissions and be capable of operating on biodiesel up to B20.
- 5.2 Power rating shall be 55KW @ 2400 RPM
- 5.3 Engine shall have ECU for throttle control and management of after treatment system
- 5.4 Engine shall be rubber mounted.
- 5.5 For greater heat dissipation and lower cost of maintenance, engine shall have individually replaceable wet sleeve cylinder liners.
- 5.6 Air cleaner shall be dual element safety dry-type.
- 5.7 Anti-freeze/water mixture shall be rated at -20 degrees.
- 5.8 Diesel fuel tank shall have a minimum capacity of 35 U.S. gallons.
- 5.9 For operator safety in the event of engine cutout, steering system shall have a manual override.
- 5.10 An engine shutdown shall be included which protects against damage when either low oil pressure or high coolant temperature conditions occur.

SPECIFICATIONS

BIDDER COMPLIES
YES NO DEVIATIONS

6.0 HYDROSTATIC TRANSMISSION

- 6.1 Pump shall be variable displacement with separate variable displacement wheel drive motors.
- 6.2 Power shall be evenly distributed through planetary torque hubs.
- 6.3 Power shall be transferred from wheel drive motors to planetary torque hubs without side loading.
- 6.4 Single foot pedal shall automatically produce required torque at a set pressure.
- 6.5 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.
- 6.6 Single foot pedal shall control both forward and reverse directions.
- 6.7 Hydrostatic transmission shall be computer controlled to optimize propel system to engine power.

7.0 TIRES AND WHEELS

- 7.1 Front drive tires shall be tubeless radial tires, 11R22.5 (Load range H) mounted on disc wheels.
- 7.2 Dual rear tires shall be tubeless radial tires. 10R17.5 (Load range H) mounted on disc wheels.
- 7.3 Sweeper shall be equipped with rear suspension, providing smooth ride for operation, while reducing chassis fatigue.
- 7.4 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.
- 7.5 Rear suspension shall have 3 inches of effective travel for maximum jounce.
- 7.6 Rear suspension shall have single convolution hollow rubber spring to prevent hard stop of suspension at jounce limit for increased ride quality.

SPECIFICATIONS

BIDDER COMPLIES
YES NO DEVIATIONS

8.0 BRAKES

- 8.1 Service brakes shall be full power, hydraulically applied, twin-caliper disk type.
- 8.2 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 City 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.
- 8.3 For safety, loss of engine power shall not automatically engage brakes.
- 8.4 For safety, loss of hydraulic power shall not automatically engage brakes.
- 8.5 For safety, neither brake engagement nor disengagement shall be dependent upon the engine running.
- 8.6 For safety, neither brake engagement nor disengagement shall be dependent on any electrical circuit.
- 8.7 To safely provide redundancy, parking brake shall be positively and mechanically applied to drive axle.
- 8.8 Neither parking brake engagement nor disengagement shall be dependent on any electrical circuit.

9. CAB

- 9.1 To maximize operator visibility, cab glass area shall not be less than 8,500 square inches.
- 9.2 For safety and maximum operator visibility, doors shall be all glass. The doors should be capable of latching completely sealed and 6" open for flow through ventilation.
- 9.3 Front windows shall be tinted. Front window area shall be a minimum of 2300 square inches for optimum forward visibility.
- 9.4 For safety, minimum cab visibility shall be approximately 360° without using mirrors.
- 9.5 For operator safety, cab doors shall be rear opening (hinged at front).

SPECIFICATIONS

BIDDER COMPLIES
YES NO DEVIATIONS

- 9.6 Cab interior environment shall be fully conditioned by filtered fresh air heater pressurizer / defroster and air conditioner (A/C) with adjustable vents.
- 9.7 Right-hand and left hand seat shall be cloth upholstered, foam cushioned bucket type with seat belts.
- 9.8 Sweeper shall include one (1) inside rear view mirror and two (2) outside west coast type mirrors.
- 9.9 To maximize operator visibility, outside mirrors shall be mounted forward of the cab enclosure.
- 9.10 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.
- 9.11 Windshield wiper shall be two speeds intermittent with washer.
- 9.12 Interior of cab shall be lined with acoustical insulation, have automotive type trim, and center console.
- 9.13 Dash shall be faced with soft molded plastic.
- 9.14 There shall be a soft textured steering wheel with center horn at the operator position with tilt and telescopic steering wheel for safer operation.
- 9.15 Sweeper shall have an automatic electronic back-up alarm.
- 9.16 Sound levels within the cab shall not exceed OSHA standards.
- 9.17 Cab shall feature opening front opera windows to aid in flow through ventilation.
- 9.18 Doors and ignition shall be keyed alike.
- 9.19 Sweeper shall have front and rear license plate holders.

10.0 SIDE BROOMS

- 10.1 Side brooms shall be hydraulic, direct drive; vertical digger type mounted on right and left sides.
- 10.2 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.

SPECIFICATIONS

BIDDER COMPLIES
YES NO DEVIATIONS

10.3 Broom down pressure shall be adjustable by operator from the cab while sweeping.

10.4 Each broom shall consist of four (4) replaceable plastic segments, filled with 26" long tempered wire.

10.5 Broom diameter shall be not less than 36", protruding not less than 13" beyond outside of tire while sweeping.

11.0 MAIN BROOM

11.1 Broom shall be hydraulic, direct drive, not less than 35" diameter and not less than 68" long.

11.2 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.

11.3 Broom shall be disposable type, filled with polypropylene.

11.4 Broom shall be strip broom style for ease of maintenance.

11.5 Sweeping path shall not be less than 8 feet wide with one gutter broom activated.

11.6 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.

12.0 CONVEYOR

12.1 Conveyor with Chevron style cleats and sipes shall be hydraulically driven and able to load hopper to 100% of rated useable capacity.

12.2 Conveyor shall be reversible in direction without stopping or reversing any broom.

12.3 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.

12.4 To reduce wear on all conveyance components, a conveyor belt having molded Chevron style cleats and sipes shall carry, not drag, debris to hopper.

SPECIFICATIONS

BIDDER COMPLIES
YES NO DEVIATIONS

12.5 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

13.0 HOPPER

13.1 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.

13.2 Hopper shall dump at varying heights ranging from ground level through a height of 9-1/2 feet.

13.3 Hopper shall have a dumping reach of 33 in. forward.

13.4 To extend wear life, tilt arm bearings shall be permanently – lube Teflon impregnated composite.

13.5 Dump cycle shall be not more than 60 seconds.

13.6 Volumetric capacity shall be not less than 3.6 cubic yards, useable capacity not less than 3.5 cubic yards.

14.0 WATER SYSTEM

14.1 Tank capacity shall be not less than 220 U.S. gallons.

14.2 Tank shall be constructed of non-rusting material (polyethylene or 7 gauge type 304 stainless steel).

STATE TANK CONSTRUCTION:_____

14.3 Pump shall be a 5 chamber diaphragm pump that is self priming and capable of running dry.

14.4 Water fill gauge shall be visible from normal operating position.

14.5 Sweeper shall be equipped with an automatic internal hopper/conveyor flush and wash down system.

14.6 Water fill hose shall be no less than 16’8” in length, equipped with 2-1/2” NST hydrant coupler.

14.7 Storage basket shall be provided for fill hose.

SPECIFICATIONS

BIDDER COMPLIES
YES NO DEVIATIONS

15.0 HYDRAULIC SYSTEM

- 15.1 Power shall be provided by shaft and gear driven pumps.
- 15.2 Hydraulic reservoir shall be not less than 33 gallons, baffled and with sight gauge.
- 15.3 Test ports shall be at staggered height, including individual ports for sweeping functions, hopper functions and propulsion.
- 15.4 To prevent contamination of the reservoir during the dump cycle, the reservoir vent shall be equipped with 10 micron, spin on filter.
- 15.5 To prevent the possibility of contamination and resulting damage to the hydraulic system, suction lines for drive to have 10 micron filter with cab mounted restriction indicator.
- 15.6 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.
- 15.7 To prevent contamination of the reservoir when adding hydraulic fluid, all oil added shall pass through a 10 micron filter located within the spout.
- 15.8 To maximize cooling efficiency and permit thorough cleaning, the hydraulic cooler shall be mounted alongside the water radiator.
- 15.9 Cooler shall be protected by a 125 PSI bypass valve.
- 15.10 To minimize environmental damage cause by leaking hydraulic fittings, all pressure hydraulic fittings shall be flat-face "O" ring or "O" ring boss type.
- 15.11 All circuits shall have quick-disconnected check ports.
- 15.12 A warning indicator shall be supplied to warn operator if the hydraulic oil in the reservoir falls below the acceptable level required.

16.0 ELECTRICAL

- 16.1 Unitized alternator/regulator shall be not less than 120 ampere.
- 16.2 Battery shall be maintenance free, 12 volt, 180 minimum reserve, 925 CCA.

SPECIFICATIONS

**BIDDER COMPLIES
YES NO DEVIATIONS**

16.3 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.

16.4 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.

16.5 For ease of electrical “trouble shooting”, all wiring shall be harnessed, identified by color coded and word coded wires (i.e. “Ignition”, “Headlight” etc.).

16.6 All terminals shall be properly crimped and splices ultrasonically welded.

16.7 To prevent deterioration from oxidation all electrical splices shall be fully and completely insulated with heat shrinkable tubing.

16.8 All electrical connections shall be sealed with weatherproof, polarized connectors.

16.9 Electrical system shall have complete plug-in diagnostics that includes fault codes and troubleshooting.

16.10 Beacon light with guard shall be included

16.11 AM / FM Radio with CD and 2 map lights shall be provided

17.0 CONTROLS

17.1 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.

17.2 The controls shall include all sweep, spray water, and lighting functions.

17.3 The controls for sweep, spray water (if equipped with water system), and lighting functions shall be conventional rocker switches.

17.4 Rocker switches shall be clearly identified by name and international symbol.

17.5 Hydraulic functions shall be controlled by electric rocker switches.

SPECIFICATIONS

BIDDER COMPLIES
YES NO DEVIATIONS

17.6 Hopper dump functions shall be controlled by a single “joy” stick that meets the SAE standard. Multiple levers shall not be acceptable.

18.0 INSTRUMENTS

18.1 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.

18.2 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.

19.0 PAINT

19.1 All visible exterior metallic surfaces shall be coated prior to assembly with polyester powder coat. The paint must be a minimum of 2 mils thick. The uses of acrylic enamels and/or polyurethane’s are not acceptable.

19.2 Color shall be “White”.

19.3 Vehicle shall have an accent color of Grey on the lower portions of the unit.

20.0 MANUALS

20.1 A parts manual shall be provided

20.2 An operation manual shall be provided

20.3 A body service manual shall be provided

20.4 An engine service manual shall be provided

21.0 WARRANTY

21.1 Manufacturer’s warranty shall not be less than one (1) year with unlimited hours on entire vehicle.

21.2 Bidders submitting literature stating warranties which do not fully comply with warranty requirements of this specification must submit

SPECIFICATIONS

BIDDER COMPLIES
YES NO DEVIATIONS

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.

22.0 SERVICE AND TRAINING

22.1 Vendors shall have a full parts and service facility within a reasonable distance from the City Garage. **State location and distance.**

22.2 A qualified technician shall provide complete training to city personnel at the City’s Garage. Training shall include safety, operation, maintenance and service.

23.0 DELIVERY

23.1 Sweeper shall be delivered F.O.B. City of Buffalo in new operating condition.

23.2 Acceptance shall be subject to the inspection and approval of the City.

23.3 Bidder shall state delivery time after receipt of order.

24.0 REFERENCES

24.1 Bidder shall **state the length of time in service** as an authorized dealer for the product being proposed.

24.2 Bidder shall submit the name, address, responsible party and phone number of not less than two (2) 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.

25.0 QUALITY

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

Authorized Signature _____

NOTIFICATION OF AWARD

A notice of award letter will be sent to all parties who submitted a valid proposal notifying all of our selection as to who was the successful bidder.

METHOD OF BIDDING

Bidders shall quote unit prices and total prices as specified. Bidders shall also state credit for waiver of performance bond, if a waiver is granted.

Price quoted shall include delivery of completed units. Completed units must be fully operational when delivered to the City of Buffalo, Department of Street Sanitation Garage located at 197 Broadway, Buffalo, New York.

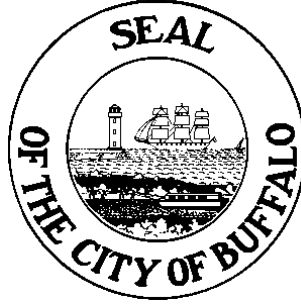
Bidders shall state manufacturer's name and model number and length of time required for delivery.

Pages (9) through (19) shall be returned with bid noting any exceptions. **It will be presumed that the bidder is bidding as specified, if exceptions are not listed.**

ALL INFORMATION REQUIRED

BIDDERS SHALL ANSWER ALL QUESTIONS APPEARING ON BID FORM.
FAILURE TO FOLLOW INSTRUCTIONS MAY BE REASON FOR DISQUALIFICATION.
NOT RESPONDING TO THIS BID INVITATION WILL RESULT IN YOUR NAME BEING REMOVED FROM THE BIDDER'S LIST FOR THIS COMMODITY GROUP.

WILLIAM L. SUNDERLIN, DIRECTOR
DIVISION OF PURCHASE



CITY OF BUFFALO
NEW YORK

DEPARTMENT OF ADMINISTRATION & FINANCE, POLICY & URBAN AFFAIRS
DIVISION OF PURCHASE
65 NIAGARA SQUARE, ROOM 1901 CITY HALL
BUFFALO, NY 14202
PHONE (716) 851-5222 FAX (716) 851-5231

FORMAL PROPOSAL

STREET SWEEPERS FOR THE DEPARTMENT OF PUBLIC WORKS

Covered by Specifications ADVERTISED ON: WEDNESDAY AUGUST 3, 2022

This bid must be returned to 65 Niagara Square, Room 1901 City Hall, Buffalo, N.Y. 14202 on or before 11:00 A.M., Local Time, TUESDAY, AUGUST 16, 2022, at which time all bids will be publicly opened.

THE UNDERSIGNED SUBMITS THE FOLLOWING BID WHICH IS IN COMPLETE CONFORMITY WITH THE INTENT OF THE SPECIFICATIONS.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
2 EA	STREET SWEEPERS AS SPEC, OR EQUAL	\$ _____	\$ _____
MFR. _____		MODEL NO. _____	

If your company is the successful bidder and the City of Buffalo grants approval to waive the performance bond for this contract please list the cost savings that would be credited to the City of Buffalo on this contract

Credit to be applied: \$ _____ Per Unit

NAME OF BIDDER _____ PHONE NO. _____

ADDRESS _____ EMAIL _____

REMIT TO ADDRESS _____

This form must be completed and submitted as stipulated in the specifications, either TYPEWRITTEN OR PRINTED IN INK.

CASH DISCOUNT (IF ANY) TO BE DEDUCTED _____ % IN THIRTY (30) DAYS.

DELIVERY SHALL BE WITHIN _____ DAYS AFTER RECEIPT OF A PURCHASE ORDER BY VENDOR.

We attach hereto Bid Bond, Certified Check, Bank Draft or Letter of Credit in the amount required by the specifications.

THIS PROPOSAL IS FAIR IN EVERY RESPECT AND NO OFFICER OF THE CITY OF BUFFALO IS DIRECTLY OR INDIRECTLY INTERESTED IN SAID PROPOSAL, OR IN THE WORK TO WHICH IT RELATES, OR IN ANY PORTION OF THE PROFITS, excluding profits which may accrue as a stockholder, provided that as such stockholder he does not have supervision, control, or direction of said corporation and that he did not participate in the calculation, submission or preparation of this bid.

THIS PROPOSAL IS TENDERED BY (A) (AN) CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

PARTNERS CONSTITUTING _____ PARTNERSHIP _____

INCORPORATED IN WHAT STATE, IF CORPORATION? _____

IF FOREIGN CORPORATION, STATE IF AUTHORIZED TO DO BUSINESS IN NEW YORK STATE _____

<u>* CORPORATE OFFICERS' NAMES</u>	<u>TITLES</u>	<u>ADDRESSES</u>
_____	_____	_____
_____	_____	_____

<u>* PRINCIPAL STOCK HOLDERS</u>			
<u>NAMES</u>	<u>ADDRESSES</u>	<u>NAMES</u>	<u>ADDRESSES</u>
_____	_____	_____	_____
_____	_____	_____	_____

* Note: This information is not required from nationally known corporations.

NON-COLLUSION CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

FIRM OR CORPORATION NAME _____

PRINCIPAL ADDRESS _____

STREET

CITY

STATE

ZIP CODE

SIGNATURE OF INDIVIDUAL, PARTNERS OR OFFICERS

TITLE

(TYPE OR PRINT NAME ABOVE)

TITLE

(TYPE OR PRINT NAME)

DEBARMENT CERTIFICATION

Has your company or any affiliate been debarred from any state or federal contract within the last five (5) years?

Yes No

If Yes, please specify the contract, contract type, dollar amount, reason and date of debarment.

Company Name: _____

Signature _____

Date: _____

FORM 2A – BIDDERS AFFIRMATIVE ACTION STATEMENT

The _____
(Company Name)

hereby states that we will make good faith efforts to ensure a diverse workforce and minority business participation for this proposal/bid in accordance with the City of Buffalo Charter, Chapter 96, Bonds and Contracts.

We will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, we will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.

(Signature of Authorized representative of Bidder)

Date _____

BIDS/PROPOSALS FAILING TO INCLUDE OR COMPLETE ANY OF THE ABOVE ITEMS WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE ACCEPTED.

EEO-2A

(MWBE SUBCONTRACTOR UTILIZATION)

Form 2B CITY OF BUFFALO MINORITY / WOMEN'S BUSINESS UTILIZATION REPORT

Name of Project: STREET SWEEPERS				City of Buffalo Mayor's Office of Contract Compliance 2201 City Hall, Buffalo, New York 14202						
Date: 08/16/2022										
1.	2.	3.	4.	5.		6.	7.	8.		
Name of Contractor	Contract Amount	City of Buffalo Business	Section 3 Business	Competitive		MBE	WBE	Specify the Type of Work		
				YES	NO			a. Construction	b. Supplies	c. Services