



**PURCHASING ITEM
FOR
COUNCIL AGENDA
ST16-010**

1. Agenda Item Number:

25

2. Council Meeting Date:
December 10, 2015

TO: MAYOR AND COUNCIL

3. Date Prepared: November 2, 2015

THROUGH: CITY MANAGER

4. Requesting Department: Transportation & Development

5. SUBJECT: Purchase of Street Sweepers

6. RECOMMENDATION: Staff recommends City Council approve Agreement No. ST6-929-3603, with Balar Equipment, for purchase of three (3) street sweepers, in the amount of \$752,997.99.

7. BACKGROUND/DISCUSSION: On February 25, 2015, the Maricopa Association of Governments (MAG) Regional Council approved the prioritized list of proposed PM-10 certified street sweeper purchases for fiscal year 2015/16. The City of Chandler was informed that two (2) sweepers were authorized for grant funding. These sweepers meet all current MAG environmental PM-10 requirements.

These sweepers will be replacement sweepers for our older PM-10 compliant sweepers for the arterial sweeping in Chandler.

8. EVALUATION: On August 18, 2015, staff issued a Request for Proposal (RFP) No. ST6-929-3603 for the purchase of three (3) street sweepers. Notification was sent to all registered vendors. Six (6) proposals were received. Responses were evaluated and scored based on evaluation criteria set forth in the RFP which included equipment offered (55%), cost (40%), and delivery time (5%). The proposed costs were received from the following offerors:

- Balar Equipment
- Southwest Sweeper Sales
- Wayne Sweepers
- Norwood Equipment
- Arizona Wastewater Industries
- RWC Group
- RWC Group Alternate

The Evaluation Committee evaluated the proposals and recommends award to Balar Equipment, whose conformance to specifications, product quality and quick delivery schedule represented the most advantageous offer to the City in accordance with the evaluation criteria.

9. FINANCIAL IMPLICATIONS:

The cost per sweeper including tax is \$250,999.33. MAG is funding two (2) of the sweepers in amount of \$473,384.73, with a 5.7% match from the City, in an amount of \$28,613.93. The City will fund the remaining purchase of one (1) sweeper, at \$250,999.33, for a total of \$752,997.99.

Cost: \$752,997.99
Savings: N/A
Long Term Costs: N/A

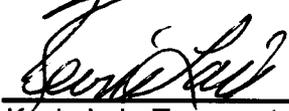
<u>Acct. No.:</u>	<u>Fund:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Funds:</u>
401.3310.0.6310.6ST703	GeneralFund - Capital	Street Sweeper	Yes	\$250,999.33
101.3350.0.6310.000000	GeneralFund	Motor Vehicle	No	\$ 28,613.93
217.3350.0.6310.3SS700	Grant	Certified Street Sweeper	Yes	\$473,384.73

10. PROPOSED MOTION: Move City Council approve Agreement No. ST6-929-3603, with Balar Equipment, for purchase of three (3) street sweepers, in the amount of \$752,997.99.

ATTACHMENTS: Agreement

APPROVALS

11. Requesting Department



Kévin Lair, Transportation Manager

13. Department Head



R.J. Zeder, Transportation & Development Director

12. Procurement Officer



Mike Mandt, Purchasing

14. Acting City Manager



Marsha Reed

**CITY OF CHANDLER AGREEMENT
STREET SWEEPERS
AGREEMENT NO.:ST6-929-3603**

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and Balar Holding Corporation dba Balar Equipment, hereinafter referred to as "Contractor".

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. AGREEMENT ADMINISTRATOR:

1.1. Agreement Administrator. Contractor shall act under the authority and approval of the Fleet Manager or designee (Agreement Administrator), to provide the Equipment, as defined below in Section 2.

1.2. Subcontracts. Contractor shall not enter into any Subcontract under this Agreement for the performance of this Agreement without the advance written approval of City. The subcontract shall incorporate by reference all the terms and conditions of this Agreement.

2. SCOPE OF WORK: Contractor shall provide street sweepers (hereinafter referred to as "Equipment") all as more specifically set forth in Exhibit A, attached hereto and made a part hereof by reference.

2.2 Advertising, Publishing and Promotion of Agreement . The Contractor shall not use, advertise or promote information for commercial benefit concerning this Agreement without the prior written approval of the City.

2.3 Compliance with Applicable Laws . Contractor shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

2.4.1 The Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify, hereinafter "Contractor Immigration Warranty".

2.4.2 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement that is subject to penalties up to and including termination of the agreement.

2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.

2.4.5 The provisions of this Article must be included in any agreement the Contractor enters into with any and all of its subcontractors who provide goods or services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

2.5 Warranties.

Warranty (Equipment). All equipment supplied under this Agreement shall be fully guaranteed by Contractor for a minimum period of 12 months. Additionally, all manufacturer's warranties of longer duration shall apply. Warranties periods begin on the date of acceptance by City. Any defects of design, workmanship, or materials that would result in non-compliance with the Agreement specifications shall be fully corrected by Contractor (including parts and labor) without cost to City. The written warranty shall be included with the delivered products to the using Department.

3. ACCEPTANCE AND DOCUMENTATION: Each task shall be reviewed and approved by the Agreement Administrator to determine acceptable completion.

3.1. Records. The Contractor shall retain and shall contractually require each Subcontractor to retain all data and other "records" relating to the acquisition and performance of the Agreement for a period of five years after the completion of the Agreement.

3.2. Audit. At any time during the term of this Agreement and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Agreement or Subcontract. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.3. New/Current Products. All equipment, materials, parts and other components incorporated in the Equipment provided pursuant to this Agreement shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

4. PRICE:

4.1. City shall pay Contractor \$752,997.99 as set forth in Exhibit B, attached hereto and made a part hereof by reference.

4.2. Taxes. Contractor shall be solely legally responsible for any and all tax obligations, which may result out of Contractor's performance of this Agreement. City shall have no legal obligation to pay any amounts for taxes, of any type, incurred by Contractor. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.

4.3. IRS W9 Form. In order to receive payment Contractor shall have a current I.R.S. W9 Form on file with City, unless not required by law.

5. Delivery: Contract shall deliver equipment specified complete and free of defects within 60 days after receipt of order under this Agreement.

6. USE OF THIS AGREEMENT: The Agreement is for the sole convenience of the City of Chandler. City reserves the rights to obtain like Equipment from another source to secure significant cost savings or when timely completion cannot be met by Contractor.

6.1. Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide Equipment on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees shall not provide Equipment on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

7. CITY'S CONTRACTUAL REMEDIES:

- 7.1. Right to Assurance.** If the City in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Agreement, the Agreement Administrator may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or this Agreement.
- 7.2. Non-exclusive Remedies.** The rights and the remedies of the City under this Agreement are not exclusive.
- 7.3. Nonconforming Tender.** Equipment and materials supplied under this Agreement shall fully comply with Agreement requirements and specifications. Equipment or materials that do not fully comply constitute a breach of agreement.
- 7.4. Right of Offset.** The City shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by the City, or damages assessed by the City concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses to complete the work and other costs and damages incurred by City.

8. TERMINATION:

- 8.1.1 Termination for Convenience:** City reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Contractor shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the Contractor and City, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director or designee shall determine the percentage of work performed under each task detailed in the Scope of Work and the Contractor's compensation shall be based upon such determination and Contractor's fee schedule included herein.
- 8.1.2 Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:
 - 1) If Contractor fails to perform pursuant to the terms of this Agreement
 - 2) If Contractor is adjudged a bankrupt or insolvent;
 - 3) If Contractor makes a general assignment for the benefit of creditors;
 - 4) If a trustee or receiver is appointed for Contractor or for any of Contractor's property;

- 5) If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

Where Agreement has been so terminated by City, the termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue.

- 8.3. Suspension or Debarment.** City may, by written notice to the Contractor, immediately terminate this Agreement if City determines that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of an agreement shall be deemed the Contractor's attestation that the Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify City.
- 8.4. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 9. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 10. DISPUTE RESOLUTION:**
- 10.1. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.2. Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.3. Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees.
- 11. INDEMNIFICATION:**
 1. To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of performance of this Agreement, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of Contractor's and subcontractor's employees.

The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

12. INSURANCE REQUIREMENTS

1. General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability*: If Equipment is being delivered by Contractor (or subcontractors), Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

3. Additional Policy Provisions Required.

A. *Self-Insured Retentions Or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

B. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed Operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
 2. The Contractor's insurance must contain broad form contractual liability coverage
 3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.
 4. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
 5. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 6. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
 8. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 1 year following acceptance of the Equipment. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this one year period containing all the required Agreement insurance requirements.
 9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.
 10. By signing this Agreement, the Contractor certifies it is fully aware of Insurance Requirements contained in the Agreement and assures the City of Chandler that it is able to produce the Insurance coverage required.
 11. Should the Contractor become unable to produce the Insurance coverage specified within ten working days, the Contractor is fully aware and understands that it may not be considered for further projects by City of Chandler.
13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY
Agreement Administrator: Fleet Manager

In the case of the CONTRACTOR
Firm Name: Balar Holding
Corporation dba Balar
Equipment

Contact: James Johnson
Mailing Address: PO Box 4008 MS 801
Physical Address: 151 East Buffalo Street
City, State, Zip Chandler, AZ 85225
Phone: 480-782-2132

Contact: Mark Spalding
Address: 11023 N 22nd Avenue
City, State, Zip Phoenix, AZ 85029
Phone: 602-944-1933

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

- 14.1. No Conflict of Interest.** Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-503. Any such interests were disclosed in Contractor's proposal to the City.
- 14.2. Kickback Termination.** In accordance with A.R.S. §38-511, City may cancel any agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Contractor to any other party to the Agreement with respect to the subject matter of the Agreement.

15. GENERAL TERMS:

- 15.1. Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the equipment specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.2. Assignment:** This Agreement shall not be assigned in whole or in part without the prior written consent of the City.
- 15.3. Amendments.** The Agreement may be modified only through a written Agreement Amendment executed by authorized persons for both parties.
- 15.4. Independent Contractor.** The Contractor under this Agreement is an independent Contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement.
- 15.5. No Parole Evidence.** This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 15.6. Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this ____ day of _____, 2015.

FOR THE CITY OF CHANDLER

Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney (keb)

FOR THE CONTRACTOR

By: Mal E. Paulzy
Signature President

SEAL ATTEST: If Corporation
[Signature]
Secretary

EXHIBIT A
Technical Specifications

1.	<p>INTENT</p> <p>It is the intent of these specifications to describe a mechanical street sweeper with a single engine to drive the vehicle and all sweeper functions. The dump system shall be capable of dumping waste a 3' from sweeper. The lift system shall be capable of raising and lowering 11,000 lbs. while maintaining a 3:1 design factor on all lift components. The unit shall be sufficiently rated to transport a full load of sweeping debris at speeds up to 55 MPH. The chassis shall be commercially built for comfort of the operator and for quick, local service along with local availability of repair parts. The unit shall be designed for use on a commercially manufactured conventional cab chassis. All tires and wheels shall be the same size and wheels interchangeable from steer and drive axles.</p> <p>The unit shall be new of current manufacture. No first year designs, No prototype, demo sweepers will be accepted.</p> <p>All parts not specifically mentioned which are necessary to provide a complete street sweeper shall be included in the bid and shall conform in strength, quality of materials, and workmanship to what is normally provided to the trade in general.</p>
2.	<p>CHASSIS ENGINE</p>
A	Engine shall be an electronic inline 6-cylinder diesel and be turbo-charged. Cummins, is preferred. Engine shall also be capable of using Diesel exhaust fluid additive D.E.F and meet all applicable emission requirements enforce at the time of manufacture.
B	Horsepower rating shall be minimum 250 horse power.
C	The air cleaner shall be a rail mounted heavy-duty two-stage air cleaner.
D	GVW must exceed the actual vehicle weight fully loaded and with operator by 2000 pounds.
E	Front tow devices providing secure attachment point for vehicle recovery and tow operations shall be included.
F	Exhaust can port either vertical or horizontal and shall be on the left side of the vehicle.
3.	<p>HYDRAULIC SYSTEM</p>
A.	Hydraulic system to be functional thru P.T.O. system. P.T.O system must be capable of over speed kick out
B.	Hydraulic oil reservoir shall be equipped with an on tank combination temperature and level sight gauge. A shut off valve shall be provided to prevent fluid flow from the reservoir when hoses or other devices are disconnected for maintenance.
C.	The hydraulic system shall be engineered to maintain hydraulic oil temperatures at or below 180 degrees while operating ambient temperatures up to 120 degrees.
D.	The entire return oil supply shall pass through a 10-micron return filter.
E.	The hydraulic pump shall be variable displacement piston-type with load sensing capabilities or independent pumps to provide power on demand to all functions.

F.	The sweeper hydraulic circuit shall be equipped with quick-disconnect pressure check ports.
4.	TRANSMISSION
A.	Allison automatic transmission engineered to meet this vehicle's specified application shall be provided.
B.	Transmission to have oil filter and magnetic drain plug.
5.	CAB EXTERIOR
A.	Conventional cab only – no cab overs accepted.
B.	Door/ignition locks to be keyed alike. Four keys shall be provided.
C.	Two large West Coast type (Moto Mirror or equal) mirrors with both upper and lower convex mirrors, mounted on each side of vehicle. The mirrors shall be adjustable by electric motors with controller on the central control panel in the cab. A manually adjustable round convex mirrors, minimum eight inches in diameter, shall be provided on a stable mount on or near each front corner of the hood. They shall be positioned to provide the operator with a view of the gutter brooms
D.	
E.	Cab to have left and right hand exterior grab handles to provide stability for the operator when entering and exiting the cab.
6.	CAB INTERIOR
A.	Heater, defroster, and air conditioner with recirculation switch to be provided. Factory installed OEM only. Cab air conditioner shall be suitable for the high ambient temperatures experienced in Arizona desert summer conditions. It shall be the highest capacity available from the cab/chassis manufacture.
B.	Both seats to be cloth covered. No inserts or slip covers acceptable. Both seats must be hi back air-suspension seats,
C.	Three point seat belts with retractors to be provided.
D.	Left hand and right hand dash mounted cup holders to be provided.
E.	Dome light with 3-way switch activated by left and right-hand doors to Be provided.
F.	AM/FM radio
G.	Interior insulation must provide cab noise level less than eighty-five (85) decibels during operation. Finish of the materials shall be heavy duty vinyl. Thermal insulation shall be engineered, designed and installed to significantly reduce the workload of environmental systems (A/C, Heater, etc.)
7.	DIRT CONVEYOR
A.	Elevator to be Directly hydraulically driven.
B.	Conveyor shall have replaceable rubber wiper squeegee flight system capable of

	conveying all types of materials into the sweeper hopper. System shall have a minimum of 11 flights.
C.	Elevator system must be capable of reverse operations to clear elevator jams and to clean elevator. This shall be controlled in-cab.
D.	Lower elevator shaft to be a minimum 2" diameter.
E.	An in-cab alarm shall be provided to alert the operator if the conveyor should jam.
8.	FRONT AXLE & SUSPENSION
A.	Front axle shall have a weight rating that exceeds actual vehicle weight when fully load with operator and meets the vehicle GVW specification stated in 2.D.
B.	Steering radius shall not exceed 19.5 feet.
C.	Front suspension to have shock absorbers, leaf spring.
D.	Front axle oil seals
E.	Front brake dust shields to be provided.
F.	Power steering shall be for both driving positions
9.	REAR AXLE & SUSPENSION
A.	Rear axle shall be two speed and have a weight rating that exceeds actual vehicle weight when fully load with operator and meets the vehicle GVW specification stated in 2.D.
B.	Rear axle to have oil seals.
10.	BRAKE SYSTEM EQUIPMENT
A.	Brakes to be air brake system. No hydraulic brake system accepted
B.	All air reservoirs to have air tank drain valve pull cables. Quick connect/ Schrader air valves to charge air tanks remotely shall be provided. Location to be determined at prebuild conference.
11.	HOPPER
A.	The hopper shall have a volumetric capacity of not less than four and a half (4.5) cubic yards with a minimum useable capacity of 3.3 cubic yards.
B.	Dumping shall be to the right side of the sweeper.
C.	The hopper shall be a variable high dump range capable of being raised for a dump height of between 37" to 120" measured from the ground to the bottom edge of the hopper door in the dump position. Lifting hopper shall be by use of scissors lift

	mechanism.
D.	Hopper when fully lifted and in full dump position at its highest point must not exceed 19 feet and 5 inches.
E.	Operator shall be capable of controlling and viewing dump process from inside the cab.
F.	Hopper to have a fracture proof inspection window in front of the hopper for easy viewing. Hopper shall also have a window to allow light into the hopper for easier viewing of debris inside.
G.	The hopper dump angle to be minimum 50 degrees.
H.	The chassis park brake shall automatically apply during all hopper movements and must be manually disengaged when hopper is lowered and stowed.
I.	Hopper safety prop rod for use with hopper at the fully lifted height shall be provided.
12.	MAIN PICKUP BROOM
A.	Main pickup broom shall be hydraulically driven directly
B.	The broom core type shall not be less than 34 1/2" in diameter and not less than 58" in length and shall be of polyester material.
C.	Main broom shall have in-cab control for pneumatic suspension for instant adjustment of broom down pressure.
D.	Main broom shall be mounted on self-aligning anti-friction bearings.
E.	Main broom shall be Pneumatically raised and lowered from cab.
F.	Broom to be shielded by a plastic hinged or pinned broom hood that is designed to prevent material from being thrown into following traffic.
G.	The hinged broom hood to allow access to broom bristles from the top providing easy washout of the main broom assembly.
H.	Main broom to have 2 LED work lights for night operations.
I	Dirt Shoe Skids shall be carbide type – nothing else accepted.

13.	GUTTER BROOMS
A.	Dual gutter brooms shall be minimum 44" diameter, 26" wire filled, forward facing digger type or trailing arm type for removing debris from gutter area. Broom platter shall be capable of mounting both a four (4) -segment and a five (5) segment brooms.
B.	Gutter brooms to be direct hydraulic drive.
C.	Each gutter broom shall be hydraulically retractable for a travel width of 8 feet.
D.	Gutter brooms shall have in-cab control for pneumatic suspension for instant adjustment of broom down pressure.
E.	Dual gutter broom sweeping path to be minimum 10 feet.
F.	Each gutter broom shall additionally incorporate an electric or hydraulic actuated tilt capability of 18 degrees, remotely controlled from the operators seat to allow instant adjustment for debris removal from deep gutters (such as those resulting from multiple overlays of blacktop).
G.	A center deflector shall be provided to direct debris thrown by the gutter brooms into the path of the main broom. The deflector shall be positioned under the sweeper and in between the gutter brooms.
H.	Gutter brooms shall be free-floating and adjustable for broom pressure and wear, complete with side oscillation.
I.	Gutter brooms shall be hydraulically or pneumatically raised and lowered from the cab.
J.	Each gutter broom shall be equipped with LED broom lights for night operations.
14.	DUST CONTROL SYSTEM
A.	Water spray shall be supplied by an electrically or hydraulically driven water pump.
B.	Water pump shall provide a flow rate and operating pressure that fully supplies all systems needed to achieve sweeper compliance with PM10 guidelines.
C.	Water tank capacity not be less than 350 gallons and shall be constructed of polyethylene for strength and corrosion resistance and shall have warranty for ten (10) years. A 2" air gap shall be provided between water fill tube and water tank.
D.	A minimum 25-foot long fire hydrant fill hose shall be provided with a 2.5" NH female swivel coupling to fill water tank. A storage mount for one Hydra Shield custodian hydrant wrench and hose storage rack shall be provided.
E.	Water system to be filtered by an 80-micron cleanable filter located between tank and water pump. For ease of cleaning, water filter to be at ground level.
F.	An adequate number of spray nozzles to achieve sweeper compliance with PM10 guidelines shall be located at each gutter broom.
G.	A spray bar shall be located at front bumper. Spray bar shall have a minimum of four (4) spray nozzles and be adequate for P.M 10 standards
	A spray bar shall be located at the main broom. Spray bar shall have a minimum of

H.	four (4) spray nozzles and be adequate for P.M 10 standards
I.	Each water function shall have its own independent on/off cab controlled solenoid valve.
J.	An in-cab low water level gauge - clear plastic site tube unacceptable
K.	Water flow from the reservoir is controlled by a shut off valve with an accessible water strainer. The reservoir is equipped with removable man hole covers for tank clean out.
15.	OPERATING CONTROLS
A.	Sweeper shall be equipped with dual power steering and controls for left or right hand operations. Single center mounted steering is not accepted. Factory installed dual power steering only. Dual steering installed by the sweeper manufacturer is unacceptable.
B.	Must have tilt steering for all driving positions. Left or right
C.	Chassis to have cruise control with switch mounted on chassis center console panel located to provide easy access for both steering positions...
D.	Ignition switch to be dash mounted located to provide easy access for both steering positions...

16.	OPERATING CONTROLS - continued
E.	<p>Cab must have separate gauge sets for all steering position left, right.</p> <p>Right -hand steering position shall have the following gauge set as a minimum: primary and secondary air pressure, engine coolant temperature, electronic speedometer with odometer and hour meter, electronic tachometer, engine oil pressure, transmission temperature, fuel level and voltmeter.</p> <p>Left-hand steering position shall have the standard gauge set provided by the chassis manufacturer.</p>
F.	Chassis to have a left hand/right hand steering selector switch mounted on chassis center console panel.
G.	<p>Sweeping console to be ergonomic in design to provide safe easy visibility and control of all sweeping functions and displays, from either right or left driving positions by way of a swivel base and not be intrusive in size so as not to restrict mobility or visibility of operator.</p> <p>Console controls must be primarily rocker & toggle switches, soft touch screens or touch pads are unacceptable. Independent switches with pilot light for operating left gutter broom, left gutter broom tilt, left gutter broom rotation, right gutter broom, right gutter broom tilt, right gutter broom rotation, main broom elevator forward/reverse rotation and raise/lower. All switches to be lighted and have labels for easy identification.</p>
H.	Sweeping console also to have a water pump shut off switch. Independent water control switches for left gutter broom, right gutter broom, main broom spray bar, and front spray bar. Sweeper must be capable of continuous dry sweeping with no internal damage to pump and spray system.
I.	Console to have a single switch (1) for controlling both cab mounted beacon and rear mounted beacon.
J.	Console to have warning light for low water level.

K.	Warning alarm shall be provided for elevator jam.
L.	All main electrical system circuits to be separately protected at control console by re-settable circuit breakers.
17.	ELECTRICAL SYSTEM
A.	All wires shall be number coded for ease of identification.
B.	Sweeper shall contain a minimum of two (2) amber, three hundred and sixty degree (360°) LED beacons Federal Signal model #454205-02. Beacons shall be mounted on top of the cab in the front area of the sweeper and upper rear area of the sweeper. Beacons shall have brush guard OR similar protection from tree limbs. Beacons shall be mounted in such a manner as to have a MINIMUM of one (1) beacon visible to on-coming traffic from any direction. Beacons shall be controlled by one switch that is clearly labeled and shall have a pilot light to indicate the beacons are operating. The switch shall be on the center dash console located to provide easy access for both steering positions.
18.	ELECTRICAL SYSTEM - continued
C.	Vehicle shall contain at minimum six (6) work lights. All must be L.E.D type and a minimum of four inches in diameter, Grote model 63551 flood or equal. Bumper lights: Minimum two (2) one on the left end and one on right end of front bumper, and shall be controlled by one switch. Gutter broom lights: Minimum two (2) one light to be mounted over each gutter broom and shall be controlled by independent left and right switches. Rear work lights: Minimum two (2) one on the upper left corner and one on upper right corner and shall be controlled by one switch. Work lights mounts shall be adjustable to allow aiming at the intended work area. Guards shall be provided to protect work lights from damage by tree limbs or similar hazards. Work lights switches shall be clearly labeled and shall have a pilot light to indicate the light(s) are operating. The switch shall be on the center dash console located to provide easy access for both steering positions.
D.	Multi-function arrow board Sho-me model 02.6216 shall be mounted on rear of the sweeper at top so as not to obstruct rear beacon. Arrow board must be capable of left & right, singularly and simultaneously, a four corner caution or straight line caution with appropriate controller mounted in the cab on the center dash console located to provide easy access for both steering positions.
E.	Audible and visual warning indicator shall be provided for, low hydraulic oil, and elevator jam. Warning indicators to be mounted on center console.
19.	SAFETY EQUIPMENT
A.	Sweeper to meet all federal motor vehicle safety standards.
B.	In an effort to prevent rear end collisions, reflective high visibility chevron safety striping of alternating color should be provided on the rear of the sweeper body.
E.	Sweeper shall be equipped with backup alarm, cab-mounted fire extinguisher, and a warning triangle kit that meet applicable requirements.
F.	For safety of operator, no sweeper hydraulic lines to run into or through the cab.

G.	Permanent warning labels shall be provided at all hazard areas.
20.	ADDITIONAL EQUIPMENT REQUIRED (To be included in bid and be part of the basic quote)
A.	Sweeper to have a permanently attached lubrication plaque. Lube plaque to graphically outline the lube points on sweeper, type of lubrication and the frequency of lubrication.
21.	PAINT COLOR
B.	Gutter brooms and sweeper frame to be painted polyurethane or powder coated textured black or gray for long life. Cab and sweeper body painted white.
22.	SWEEPER WARRANTY
A.	MINIMUM 24 months/150,000 miles warranty on entire vehicle, to include but not limited to cab, chassis, power train, sweeper assembly, etc. (bumper to bumper). Warranty shall not cover consumable, normal wear and tear items or PM related costs. Note: all warranties shall start from the City of Chandler acceptance date.
B.	Vendor shall supply a list of all component warranties that extend beyond 24 months or 150,000 miles and are included in the bid price.
C.	
23.	DELIVERY
A.	The unit shall be delivered completely assembled, serviced, and ready to operate. The bidder shall have a qualified service representative in attendance with the sweeper during startup operations to make any adjustments needed and to give operator instruction on the proper operation of the sweeper.
B.	Delivery shall be Bidder to state "no later than" delivery date.
C.	The bidder shall supply two complete sets hard copy and one digital in PDF format of all applicable manuals for the entire sweeper. To include but not limited to system/component descriptions, sweeper operation, maintenance, troubleshooting, illustrated parts listing with part numbers, and schematics for the sweeper and cab/chassis. Manual shall also include reproducible periodic maintenance schedules. Note: City of Chandler acceptance will be withheld until all required manuals have been received.
24.	SERVICE PROVIDERS AND PARTS AVAILABILITY
A.	A manufacturer's authorized service provider for the cab/chassis and sweeper shall be located within a 50 mile radius of the City of Chandler.
B.	Consumable and PM parts for cab/chassis and sweeper must be available at a local distributor within two working days of the time of ordering. The distributor must be located within a 30 mile radius of the City of Chandler.
C.	All other replacement parts for cab/chassis and sweeper must be available to ship within five working days.

25.	LICENSE
A.	The vehicle shall be delivered to the City of Chandler with all the paperwork necessary to license, title, register, etc. the vehicle. Note: This shall include all state and local inspections that are applicable. A certificate of origin and the dot required vin verification certificate shall be supplied when the vehicle is delivered, prior to the City of Chandler acceptance.
26.	TRAINING
A.	The contractor shall provide training (minimum 2 days) for two operators and two maintenance technicians. Training shall be conducted at the manufacturer's facility by a factory certified trainer. The contractor will be responsible for all training expenses including cost of training and related materials as well as City staff's airfare, car rental, lodging and meals if applicable. Bidders shall include a training outline with the bid.
	CAB AND CHASSIS MAKE: Freightliner CAB AND CHASSIS MODEL: M2 CAB AND CHASSIS YEAR: 2016 SWEEPER ASSEMBLY MAKE: Schwatze SWEEPER ASSEMBLY MODEL:M-6 Avalanche SWEEPER ASSEMBLY YEAR: 2016
27.	FIELD TEST (Required)
A.	<u>Pre Award</u> – Prior to recommendation for award the bidder must demonstrate that sweeper being bid can pass field test outlined below.
B.	<u>Pre Acceptance</u> – Prior to acceptance the contractor will be required to demonstrate that the actual sweepers delivered to the City of Chandler can pass the field test outlined below.
28.	SWEEPER PERFORMANCE SPECIFICATIONS Vendor shall meet OR exceed all of the following test
A.	Testing shall be performed with hydraulic fluid at normal operating temperature.
B.	Test shall be comprised of various debris spread over a paved surface length of 60 feet and shall pick up and retain not less than 95% of debris in one pass with dust control system in full operation. Testing will be performed at the City of Chandler McQueen Yard

**EXHIBIT B
PRICE**

	Price	Qty	Unit Price	Extended Price
Street Sweeper		3	\$ 231,763.00	\$ 695,289.00
Sales Tax			8.3%	\$ 57,708.99
Total				<hr/> \$ 752,997.99