

REQUEST FOR BIDS

SWEEPER BROOM REFILLS
Street Division

CITY OF RAPID CITY
RAPID CITY, SOUTH DAKOTA

April 10, 2012
2:00 P.M.

SAM KOOIKER
MAYOR

COUNCIL MEMBERS

Gary Brown
Steve Laurenti
Dave Davis
Jordan Mason
Bonny Petersen

Charity Doyle
Ritchie Nordstrom
Jerry Wright
John Roberts
Ron Sasso

TERRY WOLTERSTORFF
DIRECTOR OF PUBLIC WORKS

DON BRUMBAUGH
STREET SUPERINTENDENT

**NOTICE FOR BIDS
FOR PURCHASE OF
SWEEPER BROOM REFILLS
STREET DIVISION
Rapid City, South Dakota**

Notice is hereby given that sealed bids will be received by the Common Council for the City of Rapid City, South Dakota until 2:00 P.M., April 10, 2012, at the Rapid City Finance Office, 300 Sixth Street, Rapid City, South Dakota 57701, and will be publicly opened and read for SWEEPER BROOM REFILLS to be used by the Rapid City STREET DIVISION. All proposals shall be made on the forms furnished by the City.

Specifications may be obtained at the Public Works Administration Office, 300 Sixth Street, Rapid City, South Dakota 57701.

PAULINE SUMPTION
City Finance Officer

**SPECIFICATIONS FOR
SWEEPER BROOM REFILLS
Rapid City, South Dakota**

Bids will be received at the Rapid City Finance Office, 300 Sixth Street, Rapid City, South Dakota on April 10, 2012, until 2:00 P.M. for furnishing SWEEPER BROOM REFILLS which shall meet the following specifications:

SCOPE

It is the intent of these specifications to describe SWEEPER BROOM REFILLS in sufficient detail to secure bids on comparable SWEEPER BROOM REFILLS. All parts not specifically mentioned, which are necessary in order to provide SWEEPER BROOM REFILLS shall be included in the bid and shall conform in strength, quality of material and workmanship to what is usually provided the trade in general.

The City's intent is to obtain a reasonable bid from all interested bidders. If for any reason bidders are unable to meet or equal the following specifications, the City will receive for consideration minor deviations of specifications. Deviations and variations of specifications must be fully detailed and explained by the bidder on the form provided and stapled to the BIDDER'S PROPOSAL.

All bids must be accompanied by literature completely describing the SWEEPER BROOM REFILLS to be furnished. Each bidder must be a certified dealer authorized by the manufacturer he represents. Each bid shall contain a dealer and/or factory warranty as a guarantee of the product to be furnished. The guarantee shall be stated in the descriptive literature or by a letter.

GENERAL CONDITIONS

1) *Bidders Information*

Each bid envelope shall contain **ONLY ONE** (1) Bid Proposal and shall be marked with the words "**Sealed Bid - SWEEPER BROOM REFILLS**".

Each bid must be accompanied by a certified check, cashier's check or bank money order in the amount of One Hundred Dollars (\$100), such check to be certified or issued by either a State or National Bank and payable to the City of Rapid City, South Dakota, or in lieu thereof, a Two Hundred Dollar (\$200) bid bond, such bond to be issued by a surety authorized to do business in this State, payable to the City of Rapid City, Rapid City, South Dakota, as a guarantee of the bidder entering into a contract, for the supplying of SWEEPER BROOM REFILLS for the City of Rapid City. After the terms of the contract have been met, the bidder's check or bid bond will be returned; the checks or bonds of all the unsuccessful bidders will be returned within thirty (30) days after the bids have been opened.

Bids submitted by mail, express courier, or common carrier cannot be accepted unless received in the City Finance Office prior to the time for the scheduled bid opening. Bids submitted by telefax cannot be accepted.

Each bid envelope shall contain the entire set of specifications. To save time for both the bidder and the City, the bidder shall fill out and complete "ARTICLE 5 CONTRACT DOCUMENT" upon submittal of the bid.

To the extent provided by statute, preference will be given to materials, products, and supplies found or produced within the State of South Dakota. (SDCL Chapter 5-19; Residential Preference Statute.)

The City reserves the right to reject all bids and unless all bids presented are rejected, the lowest responsible bid, in all cases, will be accepted. In case the low bid is not responsible or the bid is not made in accordance with the requirements of SDCL Chapter 5-19 or the low bid is withdrawn, the bid of the next lowest responsible bidder may be accepted; however, to the extent allowed by law the City reserves the right to accept the bid that is to the advantage of and is in the best interest of the City of Rapid City.

Payment for the SWEEPER BROOM REFILLS will be made BY CHECK, within a reasonable time after receipt and approval of the SWEEPER BROOM REFILLS, receipt of a City claim, and approval by the Common Council.

The unit price of the bid must be stated on the Bidder's Proposal form, along with the extended price bid. Unit price shall take precedence over extended price; written figures shall take precedence over numerical figures.

The SWEEPER BROOM REFILLS shall be delivered F.O.B., STREET DIVISION, 605 STEELE AVE., Rapid City, South Dakota.

The quantities shown in the proposal are approximate for 2012. It shall be understood that the City of Rapid City reserves the right to purchase more or less than the specified amounts as it deems expedient.

Bids and quotations shall be for the period starting April 17, 2012, and ending approximately one year later, and shall show net delivered prices without State or Federal taxes. The City of Rapid City prefers to receive firm bids from all bidders and will give first consideration to said quotations. If bidder is unable to quote a firm price, the City will receive, for consideration, fluctuating bids based on bidder's costs plus a profit margin or percentage. Fluctuating quotes must be fully detailed and explained by letter and stapled to the bid documents. The City reserves the right to reject any bid not stating a firm price as not responsive.

All prices shall be F.O.B., Rapid City South Dakota to STREETS DIVISION.

2) Rejection

If the material does not meet the requirements of these specifications, notice shall be given to the vendor within THIRTY DAYS (30) days after the receipt of the SWEEPER BROOM REFILLS. In this event, payment shall be withheld, and the vendor shall remove the product from the City premises and shall replace it with a like amount of acceptable SWEEPER BROOM REFILLS.

3) Contract Extension

The City of Rapid City annually reserves the option of extending the 2012 contract through the calendar years of 2013, 2014 and 2015. The extension option may be exercised if agreed to by both parties.

DETAILED SPECIFICATIONS SWEEPER BROOM REFILLS

Main brooms shall be one piece, (unless otherwise specified) no separate core, with one end fitting on the star drive and/or square drive adapter and three bolts on the opposite end securing the broom in place. The brooms are to be filled with densely packed polypropylene fibers, and fit the following machines:

- 1999 thru 2010 Johnson model 605 and 650 Sweeper, broom size 5" x 15" x 52.5" – square drive.
- 1999 thru 2010 Johnson model 605 and 650 Sweeper, broom size 5" x 15" x 50.5" – star drive.

Gutter broom refill wire: The City wishes to purchase 100# boxes of gutter broom wire for refilling by City personnel. The wire material shall be manufactured to the following specifications:

Wire size .025" x 26"

Tensile strength 235,000-265,000 psi

Relative hardness 73-77 on Rockwell "A" scale

Wire shall be of the Thermoformed, oil tempered high abrasion resistant type.

BIDDERS INFORMATION

All brooms supplied by the bidder shall meet the minimum requirements of the brooms recommended or supplied by the manufacturer of the sweeper (Elgin Corporation, and Johnston) or they shall be rejected.

The City of Rapid City has evaluated different types of equipment and has determined that this product is best suited for its needs in safety, quality, performance and standardization. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all equipment bid will be compared. In comparing proposals, consideration will not be confined to price only. Contract will be awarded for the product, which best serves, the interests of the City of Rapid City when cost, product, safety, quality and delivery are considered. The City of Rapid City reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the exact requirements of this specification.

Bids will be accepted for consideration on any make or model that is equal or superior to the equipment specified. Decisions of equivalency will be at the sole interpretation of the City of Rapid City

Each bidder shall include, with their written certification that their gutter broom wire meets the City specification as described above under Gutter Broom Refill Wire; any deviation shall be so stated.

All refills shall be packaged and shipped in such a manner as to guard against bending or distortion during transportation. Any refills found to be in unsatisfactory condition, upon receipt by the Street Division will be rejected.

BIDDER'S PROPOSAL

NAME OF BIDDER: Old Dominion Brush Co.

ADDRESS: 1525 N Commerce Ave. Kansas City, Mo. 64120

PHONE NO.: (800) 821-7301 FAX NO.: (816) 241-6765

e-mail address: davidd@odbkc.com

Bidder proposes and agrees to and with the City of Rapid City, South Dakota ("City") to furnish SWEEPER BROOM REFILLS at the following price, to-wit:

ITEM NO.	DESCRIPTION	Quantity Approx	UNIT PRICE (numerical)	EXTENDED PRICE (numerical)
1)	Main broom, Johnston 605 and 650, 5" x 15" x 52.5", per each	28	\$ 225.00	\$ 6,300.00
2)	Main broom, Johnston 605 and 650, 5" x 15" x 50.5", per each	28	\$ 210.00	\$ 5,880.00
3)	Gutter Broom Wire, per lbs.	8,000	\$.98 lb.	\$ 7,840.00
Total Extended Price:			\$	20,020.00
Twenty thousand & twenty dollars & 00/00 cents				
<i>(Total Extended Price in Words)</i>				

The within proposal and agreement are based upon the conditions, stipulations, and specifications named in the notice inviting bids for said SWEEPER BROOM REFILLS, which notice and detailed specifications are made a part of this contract as if written herein at length. The SWEEPER BROOM REFILLS shall be delivered F.O.B., Rapid City Street Division, Rapid City, South Dakota, 57701, within 3-5 calendar days (to be filled in by Bidder) after date of awarding contract.

The Bidder further agrees and states that he has read the notice calling for bids and has studied the detailed specifications and that he is familiar with the terms and conditions stipulated therein and agrees to enter into attached Contract and acknowledges receipt of the following Addenda:

Addenda No. 1

Dated Page 4 replacement

Old Dominion Brush Co.

NAME OF COMPANY - BIDDER


 AUTHORIZED SIGNATURE

David R. Dearth G.M.

Print Name & Title

1525 N Commerce Ave. Kansas City Mo. 64120
 Address

4-5-2012
 Date

BIDDER MUST FILL IN ALL SPACES PROVIDED ABOVE

**EXPLANATION OF
DEVIATIONS AND VARIATIONS OF SPECIFICATIONS/BID OPTIONS**

(If needed, use separate sheet and attach to BIDDER'S PROPOSAL)

**CONTRACT
SUPPLIES AND EQUIPMENT
BETWEEN
SUPPLIER AND CITY OF RAPID CITY**

THIS AGREEMENT, made the 16 day of April, 2012, by and between Old Dominion Brush Company hereinafter "Supplier," and the City of Rapid City, South Dakota, hereinafter "City," WITNESSETH:

That the Supplier and the City, for the consideration named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Supplier shall furnish all of the materials, labor and perform all of the work as described in the specifications for Supplies and Equipment entitled SWEEPER BROOM REFILLS prepared by the Public Works STREETS DIVISION, Rapid City, South Dakota, and shall do everything required by this Contract, General Conditions, Special Conditions, and Detailed Specifications, which are hereby made a part of this Contract, including the following Addenda.

Addendum No.

Dated

1

Page 4 Replacement

ARTICLE 2. TIME OF COMPLETION

The furnishing or ordering of materials, supplies, and equipment under this Contract shall be commenced as soon as possible within the time stated in the specifications unless the specifications expressly provide for a one time delivery, it is agreed that the City may place orders under this Contract at any time or times within the Contract period. Failure to meet the terms of the Contract on or before the completion date may result in forfeiture of the Performance Bond or deposit, if any; and shall be deemed a breach of this Contract. Request for time extensions shall be made in writing to the STREETS DIVISION at least fourteen (14) days before the Contract completion date. All time extensions will be issued by the City through the Public Works STREETS DIVISION.

ARTICLE 3. THE CONTRACT SUM

The City shall pay the Supplier for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

Twenty thousand twenty ~~_____~~ Dollars (\$ 20,020.00)

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Upon delivery of any items under this Contract, the Individual or STREETS DIVISION specified in Article 2 for making time extensions, shall satisfy himself by examination that the furnishing of supplies and equipment has been finally and fully completed in accordance with the Specifications and Contract, and shall make up the appropriate purchase order. The Supplier must complete and return a proper City voucher and payment will be made on said voucher as soon as possible after approval by the Common Council.

CONTRACT

ARTICLE 5. THE CONTRACT DOCUMENTS

The Notice for Bids, General Conditions, Special Conditions, Addendum, Specifications, and the Bidder's Proposal together with this Agreement, form the Contract, and all are as fully a part of the Contract as if herein set forth at length.

The Supplier further agrees and states that he has read the advertisement calling for bids and has studied the detailed specifications and that he is familiar with the terms and conditions stipulated therein.

IN WITNESS WHEREOF: The City of Rapid, South Dakota, its Council having duly approved this Contract, has caused this Contract to be executed in its behalf by its Mayor, hereunto duly authorized, attested thereto by its Finance Officer, and has hereto attached its corporate seal this 16 day of April, 2012.

If you have any concerns regarding the provision of services or employment on the basis of disability/handicap you may contact our ADA/Section 504 coordinator, ADA Coordinator, Mayor's Office, 300 6th Street, Rapid City, South Dakota 57701 605-394-4110.

ATTEST:

Pauline Sumption
Pauline Sumption
City Finance Officer

(SEAL)

THE CITY OF RAPID CITY, SOUTH DAKOTA

by [Signature] 4-16-12
SAM KOOIKER, MAYOR

Date [Signature]

Old Dominion Brush Co., Inc
NAME OF COMPANY

by _____
AUTHORIZED SIGNATURE

David R. Dearth G.M.
Print Name & Title

1525 N Commerce Ave. K.C., Mo 64120
Address

Date 4-5-2012

ODB'S JOHNSTON 600 HD MAIN BROOM
General Specifications
(10269.6)

Material:

1. Filament material to be prime virgin polypropylene of any color other than black. Material to have a minor diameter of .080".
2. Backing strip to be carbon steel with a minimum thickness of .048".
3. Anchor cable to be 5/32" diameter 7x7 stranded aircraft cable.

Construction:

1. Brooms shall be constructed by helically winding the broom strip around the outside of the steel tube. The broom must contain a minimum of 56 coils with each end having a close spaced section of 4 to 6 wraps to ensure no streaking at the ends of the brooms.
2. The broom strip must contain two layers or mats of polypropylene with each mat having a minimum linear density of .20 lbs/foot.
3. The strip shall be secured by the anchor cable at each end and periodically welded as it is wound onto the tube.
4. The steel lug shall be welded inside of one end of the tube as the driving point of the broom.

Size:

1. The broom must have an outside diameter of 16.00" and an overall length shall be 52.00".

Weight:

1. The broom shall have a minimum weight of 88 lbs.

Mounting:

1. The broom shall mount to the OEM core without any modification to the broom or core.

ODB'S JOHNSTON 610 HD MAIN BROOM
General Specifications
(10269.610)

Material:

1. Filament material to be prime virgin polypropylene of any color other than black. Material to have a minor diameter of .08".
2. Backing strip to be carbon steel with minimum thickness of .048".
3. Anchor cable to be 5/32" diameter 7x7 stranded aircraft cable.

Construction:

1. Brooms shall be constructed by helically winding the broom strip around the outside of the steel tube. The broom must contain a minimum of 56 coils with each end having a close spaced section of 4 to 6 wraps to ensure no streaking at the ends of the brooms.
2. The Broom strip must contain two layers or mats of polypropylene with each mat having a minimum linear density of .20 lbs/foot.
3. The strip shall be secured by the anchor cable at each end and periodically welded as it is wound onto the tube.
4. The steel lug shall be welded inside of one end of the tube as the driving point of the broom.

Size:

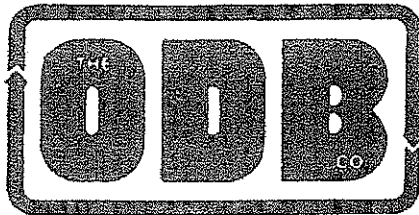
1. The broom must have an outside diameter of 16.00" and an overall length shall be 50.50".
2. The core diameter is 5"

Weight:

1. The broom shall have a minimum weight of 88 lbs.

Mounting:

1. The broom shall mount to the OEM core without any modification to the broom or core.



Oil Tempered Gutter Broom Wire Spec's

C1065 High Carbon Wire

Carbon .73 / .77
Manganese .60 / .70
Phosphorous .040 Max.
Sulpher .50 Max.

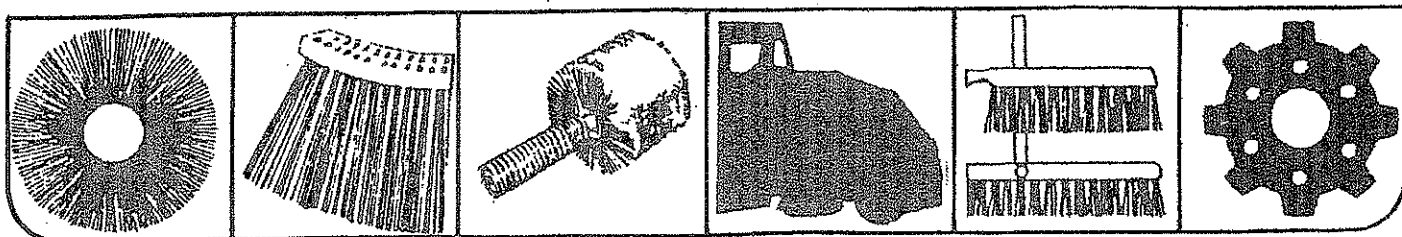
Hardness 72 - 75 Rockwell "A" Scale

Tensile Strength 235,000 - 265,000 PSI

Size .025 (+ or - .002) x .125 + or - .005 x 26in.

High carbon flat steel spring wire, oil tempered to specified hardness for spring and abrasion resistance, but not in excess of maximum hardness.

1525 N. Commerce Ave. Kansas City, MO 64120 Toll-Free (800) 821-7301 Local (816) 241-6767 Fax (816) 241-6765



MUNICIPAL PRODUCTS SINCE 1910