

CALL FOR BIDS
CITY OF MINNEAPOLIS
M I N N E S O T A

Official Publication No. 8294

April 27th, 2016

PURCHASING DEPARTMENT
330 Second Avenue South - Suite 552
Minneapolis, MN 55401

Public Works-Fleet Services

AN AFFIRMATIVE ACTION EMPLOYER

For information call
Ashley Matuke, (612) 673-3371
Ashley.Matuke@minneapolismn.gov

"BIDS FOR ONE (1) SELF-PROPELLED PAINT STRIPER"

To furnish and deliver one (1) Self-Propelled Paint Striper to the City of Minneapolis, Fleet Department, all in accordance with the provided specifications and bid form.

Complete project documents are available for electronic download at the following link:

<http://www.minneapolismn.gov/finance/procurement/bidopenings/formal>

All addendums can be found online; please check the above website BEFORE submitting your completed bid response. **It is the Contractor's full responsibility to ensure they have received all addenda prior to the submittal of bids.**

Please e-mail questions concerning this solicitation to Ashley.Matuke@minneapolismn.gov. Questions received later than 8 days prior to bid opening may not be addressed.

Successful bidders with cumulative contracts exceeding \$50,000 will be required to submit a written affirmative action plan (AAP) to the Minneapolis Department of Civil Rights (MDCR) in accordance with Chapter 139.50(b) of the Minneapolis Code of Ordinances.

The successful bidder shall be subject to a pre-award compliance review by the MDCR in accordance with Chapters 139.50 and 423. In addition to the pre-award review, MDCR will also monitor SUBP participation, minority and female employment participation and prevailing wage throughout all construction projects. As of May 1, 2012 the employment goals for onsite labor on all city construction contracts are 6% female and 32% minority. Employee hours and wages are required to be filed electronically with a free online account at LCPtracker.net. Information regarding Frequently Asked Questions (FAQs) may be found on the web at www.ci.minneapolis.mn.us/civilrights/contractcompliance/faq. Questions may be directed to the Department of Civil Rights at contractcompliance@minneapolismn.gov.

The City of Minneapolis hereby notifies all bidders that in regard to any invitations to bid, advertisements, solicitations, or contracts to be entered into pursuant to this Plan, businesses owned and controlled by minorities or women will be afforded maximum feasible opportunity to submit bids and/or proposals in response and will not be subjected to discrimination on the basis of race, color, creed, religion, ancestry, national origin, sex, including sexual harassment, sexual orientation, gender identity, disability, age, marital status, or status with regard to public assistance or familial status.

Prospective bidders' attention is called to Minnesota Statutes 13.591 [Business Data](#). This section states in part:

Data submitted by a business to a government entity in response to a request for bids as defined in Section 16C.02, Subdivision 11, are private or non-public until the bids are opened. Once the bids are opened, the name of the bidder and the dollar amount specified in the response are read and become public. All other data in a bidder's response to a bid are private or non-public data until completion of the selection process. For the purposes of this section, "completion of the selection process" means that the government entity has completed its evaluation and has ranked the responses.

After a government entity has completed the selection process, all remaining data submitted by all bidders are public with the exception of trade secret data as defined and classified in Section 13.37. A statement by a bidder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the bid.

Bidders are hereby advised that their bid document may become available to the public once a successful bidder has been chosen.

The City of Minneapolis has adopted an Environmental Purchasing Policy (EPP) that is incorporated into all bids. A copy of the policy can be found at this link:

http://www.minneapolismn.gov/sustainability/approach/policies/sustainability_purchasing

Prompt Payment: Per Minnesota Statutes 471.425 contractors shall pay all certified small subcontractors for undisputed work completed, within ten (10) days after the City of Minneapolis has paid the contractor for the completed work.

Chapter 471.895 of the Minnesota Statutes prohibits gifts from interested persons to local officials. Local Officials includes any individuals who purchase or advise or recommend on the purchase of goods and/or services.

Conflict of Interest/Code of Ethics: Contractor agrees to be bound by the City's Code of Ethics, Minneapolis Code of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge, all City employees and officers participating in this Agreement have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Agreement. All questions relative to this section shall be referred to the City and shall be promptly answered.

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each contractor and sub-contractor with 21 or more employees that enter into a "contract" as defined by the Ordinance, that exceeds \$100,000.00. Compliance with Section 18.200 is required commencing January 1, 2004. The categories to which the ordinance applies are services; the sale of purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

The contract is in a category to which the ordinance applies.

Please be aware that if the contract initially does not exceed \$100,000.00, but is later modified so that the contract does exceed \$100,000.00, the ordinance will then apply to the contract.

A complete text of the ordinance is available on the internet at: <http://www.ci.minneapolis.mn.us/citywork/city-coordinator/finance/purchasing>. Copies are also available in the office of City Purchasing. It is the contractor's and sub-contractors responsibility to review and understand the requirements and applicability of this ordinance.

All successful bidder(s) will be required to comply fully with the Americans with Disabilities Act of 1990 (ADA).

Official Publication No. 8294

Published in Finance and Commerce – April 29th and May 6th, 2016

Sealed bids will be received and time stamped by receptionist until **10 AM, Local Time, May 18th, 2016** at which time they will be publicly opened and read aloud. **Do not fax** sealed bids to Purchasing.

Envelopes must bear the name of the firm submitting the bid and be addressed as follows:

**City of Minneapolis Purchasing Department
Offl. Publ. # 8294 – BIDS FOR ONE (1) SELF-PROPELLED PAINT STRIPER
Bids opened 10 AM, Local Time, May 18th, 2016
330 Second Avenue South - Suite 552
Minneapolis, MN 55401**

The City of Minneapolis reserves the right to waive informalities in bids, to accept or reject any or all bids or any part of any bid. Bids must be typewritten, or printed in ink, and signed in ink in handwriting.

TWO complete bid form responses, including attachments, are to be returned, one of which **must** be an original.

BIDS CONTAINING ANY ALTERATION OR ERASURE WILL BE REJECTED UNLESS ALTERATION OR ERASURE IS CROSSED OUT AND CORRECTION PRINTED IN INK OR TYPEWRITTEN AND INITIALED IN INK BESIDE CORRECTION BY THE PERSON SIGNING THE BID.

Automatic Bid/RFP Notification:

Visit the Purchasing website at - http://www.minneapolismn.gov/business/business_doing_business_with_city to sign up for e-mail updates and to view Formal Bids, Informal Bids and RFPs

Taxes:

Effective January 1, 2014, State of Minnesota requires vendors to obtain an ST-3 exemption certificate to substantiate a full (State & Local) sales tax exemption on sales to Minnesota cities, counties, and townships. This form can be found on the City of Minneapolis website at <http://www.ci.minneapolis.mn.us/finance/procurement>.

Instructions to Bidders

IF the Call for Bids, indicates a bid deposit is required, the bid deposit should be in the form of a certified check, cashier's check or bidder's corporate surety bond. If certified check or cashier check is used, it shall be made payable to the Party named in the Call for Bids. Said bid deposit shall be retained by the City of Minneapolis or Board as liquidated damages and not a penalty, in the event the bid is selected by the City of Minneapolis or Board and the bidder fails to execute a contract, therefore, and upon request of the City of Minneapolis or Board, a performance bond and payment bond, as may be required by the City of Minneapolis subsequent to award of contract.

By submitting a bid, bidder agrees that said liquidated damages shall cover only the damages sustained by the City of Minneapolis or Board, from additional administrative costs, expenses or re-advertising and re-bidding and other damages sustained by the City of Minneapolis or Board as a result of failure of successful bidder to execute a written contract, and a performance bond and payment bond when so required, but shall not cover nor preclude the City of Minneapolis or Board from claiming damages on account of delay, price change, loss of other contracts, loss of income, inability of City of Minneapolis or Board to fulfill other contracts, loss of other benefits of this contract, or damages, direct or consequential arising out of breach of contract by the successful bidder.

Whenever separately numbered categories as to materials, equipment or services are set forth in the specifications and in the bid form, unless specifications or bid form is qualified by the statement "ALL OR NONE", bidder may submit a bid upon each, or all, or any selected number of categories, and in such case separate category shall be considered as a separate bid letting procedure, and the City of Minneapolis shall have the right to make separate awards to the lowest and best bidder in any particular category, or to the overall lowest and best bidder where it is found to be in the best interest of the City.

Bidder is responsible to ensure they are in receipt of all addenda. Contact the buyer if questions.

Visit the MN Department of Revenue website, Sales Tax Fact Sheet 176, for tax updates for Local Governments – Cities, Counties and Townships -
<http://www.revenue.state.mn.us/businesses/sut/factsheets/FS176.pdf>

If a lump sum bid for materials and/or equipment includes labor and all incidentals, the bidder is responsible for all applicable sales tax on taxable items required in the performance of the bid and should be included in the total amount bid.

Specification Information

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer brand and/or catalog description in specifying any item does not restrict bidders to that manufacturer, brand or catalog description identification. This is used simply to indicate the character, quality, and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality, and/or equivalence that it will serve the purpose for which it is to be used equally well as that specified, and be acceptable to the using department.

In submitting a bid on a commodity other than specified, bidder shall furnish complete data and identification with respect to the commodity he proposes to furnish. Consideration will be given to bids submitted on commodities to the extent that such action is deemed to serve the best interest of the department or boards of the City of Minneapolis.

If a Bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described.

Bids – City General Requirements

(Revised: March 2015)

The General Conditions are terms and conditions that the City expects all of its Contractors to meet. By submitting a bid, the bidder agrees to be bound by these requirements.

1 City's Rights

The City reserves the right to reject any or all Bids or parts of Bids, to accept part or all of Bids on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Call for Bid, or the respondent's reply based on the component prices submitted.

2 Equal Opportunity and Non-Discrimination

The Contractor will comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the its application process for and hiring of employees, sub-contractors and suppliers. Among the city ordinances, state statutes and federal statutes to which the Contractor shall be subject to and comply with under the terms of this Contract include, without limitation: Minneapolis Code of Ordinances, Chapter 139; Minnesota Statutes, Section 181.59 and Chapter 363A; 42 U.S.C. Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C. Sections 621-624 (the Age Discrimination Employment Act), 42 U.S.C. Sections 12101-12213 (Americans with Disabilities Act or ADA), 29 U.S.C. Section 206(d) (the Equal Pay Act), 8 U.S.C. Section 1324 (Immigration Reform and Control Act of 1986) and all regulations and policies and orders promulgated to enforce these laws. The Contractor shall have submitted and had an "affirmative action plan" approved by the City prior to entering into the Contract.

3 Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. The City of Minneapolis shall be named as an Additional Insured. Evidence of coverage is to be provided on a Certificate of Insurance ACORD Form. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

Any Contractor that fails to provide proof of insurance coverage for the Contractor or that fails to provide either coverage for its subcontractors or insurance certificates from any of its subcontractors will be deemed to have submitted a non-responsive bid. The City's award of the Contract will be contingent upon the City's receipt of the required proof of insurance coverage.

The Contractor and its sub-contractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the Minnesota statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, with coverage for products - completed operations, personal and advertising injury, fire damage and medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an "Additional Insured." The coverage amount may be increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident and the City shall be named an "Additional Insured."

4 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, attributable to the negligent or otherwise wrongful acts or omissions of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the work or services provided by or through this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract.

5 Subcontracting

The Contractor shall provide written notice to the City and obtain the City's authorization to subcontract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Contractor shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Contractor has received payment from the City.

6 Assignment or Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. **The Contractor shall not subcontract any services or work under this Contract without prior written approval of the City Department Contract Manager designated herein.**

7 General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations affecting the Contract or governing funds provided under the Contract.

8 Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time to cure such substandard performance, after being notified by the City, Contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

9 Prior Uncured Defaults

Pursuant to City Code of Ordinances, Section 18.115, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

10 Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Contractor.

11 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

12 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

13 Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor and any of the sub-contractors and suppliers retained by the Contractor to provide work or services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "government entity."

The Contractor must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

All Bids shall be treated as non-public information until the Bids are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Contractor. At that time, the Bids and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

14 Inspection of Records

Pursuant to Minnesota Statutes, Section 16C.05, all Contractor records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of State Auditor or their designees, upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Contractor will comply with all State and local audit requirements.

15 Living Wage Ordinance

The Contractor may be required to comply with the "Minneapolis Living Wage and Responsible Public Spending Ordinance" Chapter 38 of the City's Code of Ordinances (the "Ordinance") (http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Contractor and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

16 Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

17 Conflict and Priority

In the event that a conflict is found between provisions in this Contract and the Contractor's Bid, the provisions in the following rank order shall take precedence: 1) Contract including Bid specifications 2) Bid.

18 Travel

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses shall be reimbursed in accordance with the City's *Contractor Travel Reimbursement Conditions*, available from the City.

19 Billboard Advertising

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

20 Conflict of Interest/Code of Ethics

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Contractor are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Contractor to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Contractor represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Contractor, the City's Code of Ethics will also apply to the Contractor in its role as an "interested person" since Contractor has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

21 Termination

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice. Both the City and the contractor may terminate this Contract if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days written notice or such other reasonable time period to cure the default, has been provided. If termination shall be without cause, the City shall pay Contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute. The Contractor has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Contractor.

22 Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City, at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

23 Intellectual Property

Neither the City nor the Contractor anticipate that any intellectual property rights will be created as a result of this Contract. For the purpose of this Contract, "intellectual property" shall include all inventions, improvements, discoveries, processes, computer programs or similar intangible interests that either the City or Contractor develop as a result of the work or project undertaken which is the subject matter of and during the term of the Contract.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

24 Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each contractor and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf.

It is the Contractor's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

25 Cardholder Data and Security Standards

Should the Contractor collect revenue on behalf of the City through the acceptance of credit cards offered by cardholders to pay for services offered under the terms of this Contract, then Contractor represents and acknowledges that the Contractor will comply with Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). Contractor represents that it will protect cardholder data. Contractor will be annually certified as a PCI compliant service provider and agrees to provide evidence of said certification to the City upon request. Contractor agrees at reasonable times to provide to the City or to its assigns, the audit rights contained herein for all physical locations, systems or networks that process credit cards on behalf of the City. Contractor also agrees to provide written notice to the City of any breach of a system owned, operated or maintained by the Contractor that contains cardholder data or information.

26 Small & Underutilized Business Program (SUBP)

See attached current Small & Underutilized Business Program (SUBP) Requirements incorporated herein by reference.

27 City Ownership and Use of Data

The City has adopted an Open Data Policy (“Policy”). The City owns all “Data Sets” as part of the compliance with the Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) that is regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of the project underlying this Contract or related programs and functions. The City shall not only retain ownership of all Data Sets, but also all information created through the City’s use of software and/or software applications that are licensed by the Contractor (or any subcontractor of the Contractor) to the City

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract regardless of whether the data and information originated from the Contractor or any subcontractor, using whatever means the City deems appropriate. The City shall have the right to access all project data, regardless of which party created the content and for whatever purpose it was created. The Contractor shall provide bulk extracts of data that satisfy the public release criteria for use in and within an open data solution.

28 Responsible Contractor Requirement

The Contractor represents that it is a “responsible contractor.” The term “responsible contractor” as used in this document means a contractor as defined in Minnesota Statutes, Section 16C.285 subdivision 3. Any prime contractor or subcontractor that does not meet the minimum criteria in Section 16C.285 subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the scope of work described in the bid documents. A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the scope of work defined in the bid documents and may result in the termination of a contract awarded to a prime contractor or subcontractor that submits the false statement. A prime contractor shall submit to the City, upon request, copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes, Section 16C.285, subdivision 3, clause (7).

Small & Underutilized Business Program (SUBP) Requirements

It is the policy of the City of Minneapolis to provide equal opportunity to all contractors, and to redress the discrimination in the City's marketplace against minority-owned business enterprises (MBEs) and woman-owned business enterprises (WBEs). The SUBP, as detailed in the Minneapolis Code of Ordinances Section 423.60, applies to any non-construction-related equipment, food, material, service or any part or combination thereof over \$50,000. Goals may be set on commodity and service contracts based on projected availability of SUBP firms.

There are no specific goals on this contract. However, should the bidder find an opportunity to sub-contract or purchase materials with any businesses on this project, the bidder is required to solicit SUBP firms.

For more information on locating certified businesses, please visit <http://mnucp.metc.state.mn.us/> or call the City at 612-673-2112.

City of Minneapolis Department of Public Works – Fleet Services Division

SPECIFICATIONS FOR SELF-PROPELLED PAINT STRIPER
With Cushman Turf-Truckster Chassis

1. GENERAL

- 1.1. It is the intent and purpose of these specifications to describe a new self-contained, self-propelled, four wheel, 25 gallon capacity (one 25 gallon tank), single driver-operator pavement marking machine. This machine shall have the capability of applying reflective and non-reflective, solvent or water based traffic paint with line widths varying from 2” to 24”. Striping machine shall be capable of applying both solid and intermittent line patterns. The single driver-operator shall be able to view both existing and newly painted lines while seated in the operator’s position.

2. CHASSIS (Cushman Turf-Truckster – **or city approved equivalent**)

- 2.1. 2,850 lbs. minimum GVW
- 2.2. Engine Type – 4-cycle gas
- 2.3. Cylinders – Three
- 2.4. Displacement – 657cc
- 2.5. Horsepower – 32 hp
- 2.6. Air Cleaner – Self –cleaning centrifugal pre-cleaner w/paper cartridge
- 2.7. Oil filter – Spin on
- 2.8. Battery – 12 volt
- 2.9. Bed Height – 30.0”
- 2.10. Clutch – 6.7” clutch and pressure plate
- 2.11. Instrument Panel – Fuel, coolant temperature and hour meter gauges. Warning light cluster includes engine low oil pressure and charge indicator.
- 2.12. Front Suspension – Double A-arm independent suspension with spring-over shock absorbers

- 2.13. Rear Suspension – Heavy Duty, multi leaf springs, and dual shock absorbers
- 2.14. Steering – Automotive power steering
- 2.15. Tires – Front: 20” x 10” – 10, Rear: 24” x 13” – 12
- 2.16. Spare wheels and tires, one each (front and rear) to be included.
- 2.17. Brakes – Heavy duty hydraulic, dual safety circuit, self-adjusting
- 2.18. Fuel Capacity – 6.5 gallon capacity
- 2.19. 4-Post ROPS – roll over protective structure with canopy, windshield with wiper and rear window, no doors
- 2.20. Frame – Welded, high strength steel channels and tubes.
- 2.21. Transmission – 3 speed automatic
- 2.22. Lights – Twin halogen headlights and single taillight/rear stop lamp.
- 2.23. Seats – Two contoured, bucket-type seats with hip restraints and hand-holds
- 2.24. Speed – up to 26 mph
- 2.25. Chassis shall be equipped with emergency brake and outside mirrors, right and left
- 2.26. Chassis shall be equipped with adjustable hand throttle to set a constant speed for consistent application of paint.
- 2.27. Chassis shall be equipped with heater and defroster
- 2.28. Unit shall be road worthy in Minnesota and shall include all required US dot safety equipment.

3. PLATFORM

- 3.1. Welded Steel diamond plate bed. Dimensions approx: 68”x 48”

4. AIR SUPPLY SYSTEM

- 4.1. Unit shall be equipped with a two cylinder single stage, minimum of 13.2 CFM displacement, air compressor with unloader assembly.
Compressor to unload when there is no demand for air.
The compressor to be equipped with a means to unload which

allows the compressor to operate in a no load condition when the system is not demanding air (requires less power from engine and creates less heat while the system is idle). Compressor must have means to unload head pressures once 115 psi is reached, and cut back in at 95 psi. Reservoir must be isolated from compressor during cut out period

- 4.2. Safety valve set at 150 PSI and stamped with the official ASME modified four-leaf clover symbol.
- 4.3. There shall be an air manifold located at the compressor.
- 4.4. Manifold at the air compressor shall have a 0-200 PSI liquid filled pressure gauge, 2 ½” minimum size gauge.
- 4.5. Compressor shall have a pipe extension on the drain out for oil to be easily drained.
- 4.6. Unit to have with 2 gallon reservoir, Norgren air filter system, unloader assembly, and a LaMan 50 cfm dryer w/auto drain, includes Laman 500FD float drain.
- 4.7. Air supply hose to gun carriage is to be a nylon tube with solvent resistant neoprene cover.
- 4.8. Air lines on gun carriage shall be solvent resistant nylon tubing to keep lines upright, and equipped with rugged corrosion resistant brass body pushlock fittings to allow for easy replacement of air lines.
- 4.9. 12 volt DC, 7.6 watt air solenoids shall be installed to activate each paint and bead gun. A separate air solenoid shall be supplied for each individual gun.
- 4.10. Solenoids provided are to be designed for rugged duty and rapid cycling, full ported, large capacity and rated at 75 CFM at 125 PSI with a pressure range of 30-125 PSI and temperature range 0 to 125 degree Fahrenheit. Rated for continuous duty and Viton seal for solvent resistance.
- 4.11. Solenoids shall be located on carriage for easy access and maintenance.

5. ENGINE SYSTEM

- 5.1. Unit shall have a 23 HP Honda GX690 industrial/commercial grade engine with overhead valve design. Other features shall include cast iron cylinder sleeves, mechanical compression release, mechanical governor, an electronic ignition, high flow cooling package, pressure lubrication with spin-on filter, and a sound treatment package with Lo-tone muffler. Less horsepower not acceptable.

- 5.2. It shall have a 12 volt electric power supply with 16 amp alternator.
- 5.3. Fuel tank shall have a CARB (California Air Resources Board) compliant fuel tank to meet emissions standards with a minimum capacity of 7 gallons. The fuel tank is to be strapped to the main frame of the unit so it is an integral component of the frame.
- 5.4. Engine shall be equipped with an hour meter to facilitate servicing.
- 5.5. Pipe extension shall be provided on the drain out to allow oil to be easily drained.

6. HYDRAULIC SYSTEM

- 6.1. The hydraulic pump shall be a 10 GPM at 1800 RPM, 17 GPM at 3800 RPM (minimum) rotary piston, pressure-compensating pump with a swash plate for positive pressure control. Gear type pumps will not be acceptable. A hydraulic system that requires a cooler will not be acceptable. A separate pressure release valve will not be acceptable.
- 6.2. Maximum operating speed of 3200 RPM with a maximum delivery of 17 GPM and maximum pressure of 2000 PSI. (Pump to draw little horsepower until there is a demand for paint at guns.)
- 6.3. Hydraulic hoses shall have a -40 to 200 degrees Fahrenheit temperature range with 4 to 1 safety factor and be oil/weather resistant.
- 6.4. Hydraulic reservoir is to have 12 gallon capacity with dip stick and color coded fill cap.
- 6.5. A 2 ½" minimum sized, liquid filled, 0-3000 PSI, pressure gauge shall be provided at the high pressure paint pump.
- 6.6. A hydraulic oil supply valve at the paint pump shall be rated at 2000 PSI WOG.
- 6.7. Hydraulic system is to contain a hydraulic oil return filter containing a 10 micron element with a spin-on / throw-away type cartridge.

7. MOISTURE SEPARATOR

- 7.1. Incorporated into the air supply system shall be a moisture separator consisting of a Norgren air filter system and a LaMan 50 cfm dryer w/auto drain, includes Laman 500FD float drain. The devices shall be easily reachable for service.

8. PAINT TANKS

- 8.1. Unit shall have (1) 25 gallon capacity zero-pressure POLY paint tank. A four-inch splash area will remain at the top of the tank when fully loaded.
- 8.2. A 4" inspection port with a twist on cover shall be provided.

9. AIRLESS PAINT SUPPLY PUMP

- 9.1. One (1) airless paint pump(s), with a minimum capacity of 3.1 GPM shall be supplied. All wetted parts including the piston, check balls, seats, housing, and packing retaining rings shall be stainless steel. The packings shall be Teflon.
- 9.2. A high pressure stainless steel check valve shall be plumbed from the outlet port of each high pressure pump to prevent "hour-glassing".
- 9.3. A ground strap will be installed on the vehicle to discharge any static electricity buildup from the airless pumps.

10. PAINT FILTERS

- 10.1. A 1" stainless steel "Y" strainer shall be plumbed directly to the inlet of the high pressure paint pump.
- 10.2. High Pressure: Plumbed at the outlet of the airless paint pump shall be a high pressure stainless steel fluid filter assembly. It shall be capable of handling fluid pressure to 5,000 PSI, and have 1/2" inlet and outlet ports. The filter shall be easily accessible for cleaning.

11. PAINT AND GLASS SPRAY GUNS

- 11.1. Two (2) Graco Model 238-377 (or city approved equivalent) air/electric operated, airless atomizing, spray guns are to be supplied. They are to be of the type specifically developed for highway striping and shall be capable of handling all types of highway marking material, except the pre-beaded type. All wetted parts are to be constructed entirely of stainless steel. For wear consideration, the Graco 623 spray tips will be carbide steel. The guns are to be electrically controlled with individual electro-air solenoid valves to assure quick gun reaction. A manual override shall be provided for each solenoid at gun carriage. Each paint gun shall be equipped with an electric actuator controlled from the operator's seated position.

- 11.2. Two (2) Graco Model 238-338 (or city approved equivalent) automatic glass sphere dispensing guns shall be provided. The automatic sphere guns shall be capable of dispersing 20 pounds of spheres per minute with 60 pounds air pressure on the glass tank.
- 11.3. The glass gun (except the shroud) shall be chrome plated and mounted behind each paint gun. An adjustable set screw for controlling needle movement will be built into each bead gun that will allow glass flow control to be adjusted from ten pounds per minute to twenty pounds per minute.

12. BEAD SUPPLY SYSTEM

- 12.1. Unit shall be equipped with one (1) 250 pound capacity ASME approved tank for storage of reflectorized glass beads.
- 12.2. The chemical and physical properties of all parts shall meet requirements for the specifications of the ASME Boiler and Pressure Vessel Code and certified by an authorized inspector of the National Board of Boiler and Pressure Vessel Inspectors.
- 12.3. Tank must be permanently labeled with modified four-leaf clover symbol of the ASME for 110 PSI maximum working pressure.
- 12.4. Tank must be steel with gasketed head, safety pressure-release valve and the modified four-leaf clover symbol of the ASME, set to 110 PSI, and have a concave bottom for clean draining.
- 12.5. It shall be complete with air regulator to adjust bead flow from 5 to 60 PSI.
- 12.6. Tank also shall have a 2" minimum dial size air gauge with glass window, a 75 PSI brass toggle lift safety valve, and a manual relief valve shall be provided to release pressure when refilling.
- 12.7. A low pressure ball valve shall be installed on air supply hose at pressure regulator.
- 12.8. 1" bronze ball valve shall be installed at bottom of bead tank to stop bead flow from tank.
- 12.9. Bead manifold to divert flow of beads to individual bead supply hoses for each bead gun, shall be located at the bottom outlet of the bead tank.
- 12.10. 3/4" ID bead supply hoses shall be clear PVC for visual flow, reinforced with a spring wire to be anti-collapsible, but with glass smooth interior to prevent

material buildup. Hoses shall be rated at 70 PSI maximum at 70 degrees Fahrenheit and shall be nontoxic.

13. CARRIAGE

- 13.1. The outrigger assembly shall be center pivoted to be easily rotated from centerline stripping (right or left side of vehicle).
- 13.2. The carriage shall be easily raised and stored in the upright position with a pneumatic cylinder.
- 13.3. The carriage shall include a removable release pin and a toggle clamp to secure out rigger at each position. The outrigger center position shall allow the operator to stow gun carriage when moving form site to site.
- 13.4. The ground to height of the spray gun mounting bracket shall be consistent with the use of two pneumatic caster mounted to the front of the carriage. The casters shall have a complete turning radius of 360 degrees. The carriage shall support two zinc-plated paint and bead gun holding brackets and two paint spray guns and two bead guns.
- 13.5. Sensor for skip timer shall use a non-contact magnetic pick up and will not run off of the wheel tread.
- 13.6. Wheel assembly shall have shock absorbing spring on pivot shaft to damper unevenness in road conditions (makes for better wheel contact for the skip timer sensor in addition to a steadier ride for the paint carriage for a better painted line).

14. ELECTRICAL SYSTEM

- 14.1. Power for the electrical system to be provided by a 12 volt battery.
- 14.2. Wiring harness for electrical system to follow standardized cable color coding.
- 14.3. Junction blocks at control box and on gun carriage shall be protected from the weather.
- 14.4. Junction blocks are to be UL Listed rated at 30 amps.
- 14.5. Wiring harness between junction blocks is to be protected by a polyethylene corrugated loom wire covering.
- 14.6. Shrink tubing shall be used as a protective covering on wiring from cart junction box to the air solenoids.

- 14.7. Cable connectors for control box shall be a rugged military type, 19 pin quick-connect-disconnect plugs and receptacles designed for quick removal.
- 14.8. Pins in the connections shall be the correct gauge, rated to withstand current needed to operate guns and control box.
- 14.9. Standardized cable color codes and connector pin assignments shall be used for interchangeability.

15. SKIP TIMER CONTROL

- 15.1. The skipsetting mechanism shall be all electronic and shall utilize solid state components for all active internal functions. It must process electrical pulses derived from the vehicle motion sensor and must drive 12 volt 2 ampere solenoid valves. A means of inductive arc suppression shall be included. It shall require little or no maintenance. Clutches, cams, gears, or devices that require adjustment will not be allowed. Shall be a Skipline MST-02 control. (or city approved equivalent)
- 15.2. All guns shall be operated by applying a ground signal to activate them.
- 15.3. The skipsetting mechanism must generate the selected repetitive pattern without utilizing any internal or external moving parts, except operator adjusted heavy duty military standard sealed toggle switches for establishing pattern size, placement and calibration. Switches shall be of the three position, self-centering, center off type, and there shall be long life sealed membrane switch type push buttons for the CYCLE LENGTH adjustment, and the STRIPE LENGTH adjustment. Switches with thumb wheels or that have engraved digits shall not be acceptable.
- 15.4. An alphanumeric display shall be provided to display advisory and warning messages, as well as stripe and cycle settings.
- 15.5. Said display must be capable of concurrently displaying at least 32 characters of text or digits. The display must be liquid crystal type, with industrial temperature range fluid, and must be compatible with electro-luminescent back lighting devices.
- 15.6. All indicator lamps must be solid state light-emitting diode types without filament that may burn out. Need to be changeable type.
- 15.7. The skipsetting system shall not use or require use of internal or external electromechanical relays.

- 15.8. To conserve power the skipsetter must draw less than ½ ampere at 12 volts for internal circuits.
- 15.9. For ease of operation the skipsetter must have LCD display and must provide pattern capability from 1 to 999.9 ft., adjustable by 0.1 ft. increments at any time whether at rest or in motion, without generating spurious patterns. When changing patterns, simple dial changes must suffice without resorting to “data complete” or “enter date” type controls. Also, “start” indexing (reset to zero) must be instantaneous. Shall be capable of switching from English to Metric readings on the fly.
- 15.10. To aid in registration of new paint with previously paint pattern, the “ADVANCE” or “RETARD” (phase correction) system must alter the pattern length no more than plus or minus 20% while activated (not more than every fifth motion sensor MUST be provided with a means of AUTOMATICALLY adjusting the cycle length by 0.1 foot increments if the advance or retard control is invoked three consecutive times.
- 15.11. Basic electrical (*) accuracy of the skipsetter shall be within 0.2 ft. for any combination of the following factors:
 - 15.11.1. Speed from one to fifty miles per hour.
 - 15.11.2. Supply voltage from eleven to eighteen volts DC.
 - 15.11.3. Temperature variations from –20 C to +75 C (0 F to 170 F)
 - 15.11.4. Accidental power surges caused by strobes, flashers, RPM change, solenoid or other equipment operations, ect.
 - 15.11.5. Operation of 2-way radio transmitters whether on board or nearby shall not cause generation of spurious painting patterns.
- 15.12. Calibration must be provided to ensure that control dials agree with actual electrical output patterns. To reduce glare skipsetter shall be finished in flat black with a black front panel.
- 15.13. The skipsetter must provide a means to compensate for registration errors commonly found in application of paint and beads. Time delay controls must be provided on master control panel of skipsetter to independently activate “paint” and “beads” so that they may be applied in registration with each other. Separate controls must be provided to individually register leading and tailing ends of the pattern.
- 15.14. The controller shall be capable of accurately displaying the speed of the striper in tenths of a mile per hour.

- 15.15. Controller shall be repairable. A loaner controller will be available for use free of charge in the event the controller must be returned for repairs.

16. GUIDE ASSEMBLY

- 16.1. Unit shall have installed a mechanical line guide assembly. It shall be capable of guiding from positions on the right and left of the striping unit.
- 16.2. Unit shall have installed a guide that mounts directly to the carriage to reach to the outside edge of the paint line. This shall be used as a guide to assist in remark.

17. WATER BORNE PAINT COMPATIBLE SPRAY SYSTEM - STAINLESS STEEL

- 17.1. All components in the paint holding and delivery system that come in contact with the paint, with the exception of flexible conductors and hose ends, shall be stainless steel. These components include, but are not necessarily limited to, the paint vat, agitator paddles, valves, strainers, and spray guns unless explicitly expressed in this specification.
- 17.2. For the consideration of wear the high pressure spray tips will be hardened carbide steel.

18. ADDITIONAL EQUIPMENT

Hand Gun (paint only)

Included will be a hand gun assembly with reverse-a-clean tip, tip guard, and 25' of 1/4" high pressure paint hose

Road Package

Chassis shall be equipped with a turn signal package and a rear view mirror

Spare parts kit

Kit includes one (1) paint gun repair kit, one (1) air solenoid, three (3) spray tips for paint gun, two (2) 40 mesh SS hp filter screens, 1 qt. piston lube.

Air system oiler

An air system oiler with plumbing to supply oil for lubrication of the

solenoids shall be provided.

LineSite laser guidance system

Dual head laser with rechargeable battery pack. Plastic housing with mounting for a round mirror bracket.

LED Whelen strobe lights (or city approved equivalent)

One (1) Amber LED Whelen strobe light shall be mounted on the chassis to be visible 360° (or city approved equivalent).

Two (2) Whelen Amber strobe lights to be mounted on each side of chassis (or city approved equivalent).

19. MANUALS AND DOCUMENTS

- 19.1 Two parts, repair, & operator's manuals shall be furnished with the unit at time of delivery. Bidder shall also furnish vehicle certificate of origin and other documents required for licensing the vehicle in the state of Minnesota.

20. WARRANTY

- 20.1 All items furnished to meet these specifications shall be covered by the Manufacturer's and/or supplier's standard warranty/guarantee on new equipment for one (1) year.
- 20.2 Copy of warranty shall be included with the bid.

21. DELIVERY

- 21.1 Vehicle shall be delivered F.O.B. within 60 days after receipt or order to:

City of Minneapolis
Fleet Service Division
1200 Currie Avenue North
Minneapolis, Minnesota 55403
Attention: Tim Melser

OP: 8294
Bids opened: 10 AM, Local Time, May 18th, 2016
Buyer: Ashley Matuke

Bid Form

My/Our bid to furnish and deliver one (1) Self-Propelled Paint Striper to the City of Minneapolis Fleet Department, all in accordance with the provided specifications and bid form.

Please do NOT include sales tax in your bid price.

Numbers must be legible or bid may be rejected

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>
Self-Propelled Paint Striper with Cushman Turf-Truckster Chassis or city approved equivalent.	1	\$ _____

Basis of award will be based on the lowest, responsive, responsible bidder meeting all specifications.

This bid will not be accepted unless the following requirements are met:

1. All equivalents must be submitted in writing and pre-approved by Tim Melser, City of Minneapolis Fleet Department.
2. Delivery of equipment shall be completed to the City of Minneapolis f.o.b.

F.O.B: City of Minneapolis
Fleet Service Division
1200 Currie Avenue North
Minneapolis, Minnesota 55403
Attention: Tim Melser

Please direct all questions in writing to the buyer, Ashley Matuke at Ashley.Matuke@Minneapolismn.gov no later than 8 days prior to bid opening.

F.O.B.: Destination

Acknowledge Addenda No. _____

OP: 8294

Bids opened: 10 AM, Local Time, May 18th, 2016

Buyer: Ashley Matuke

Bidder must supply Federal Tax ID No. or Social Security No. _____

If Social Security Number is provided, this individuals name must be included as Bidder.

Bidder affirms that this bid(s) has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other bidder of materials, supplies, equipment and services described in the invitation to Bid, designed to limit independent bidding or competition.

TWO complete bid responses including attachments to be returned, one of which must be an original.

BIDDER _____
CIRCLE ONE (Corporation - Partnership - Individual)

SIGNED BY _____
(Signature) (Printed Name)

ADDRESS _____

CITY _____ STATE _____ ZIP+4 ZIP CODE _____

BUSINESS PHONE (_____) _____ FAX NUMBER _____

E-MAIL ADDRESS: _____

IF YOU ARE NOT OFFERING A BID

Please fill out company name, address, etc. above and indicate below or on back side of this form, your reason(s) for not offering a bid and return this page to City Purchasing, 330 Second Avenue South - Suite 552, Minneapolis, MN 55401. Please indicate **"NO BID"** on the outside of your mailing envelope.

BIDS RESULTS WILL NOT BE MAILED, BUT WILL BE E-MAILED TO THE E-MAIL ADDRESS ON THIS BID FORM.