



PRINTED NAME OF BIDDER

POTHOLE PATCHER MOUNTED ON CHASSIS

Invitation to Bid No. 120040 Issued June 4, 2012

PURCHASING BUREAU CONTACT: Tymothi Howard, Purchaser, 585-428-7219

BID OPENING: Tuesday, June 19, 2012 at 11:00 a.m.

Sealed bids are to be returned to the Office of the Purchasing Agent, City Hall Room 105A, Rochester, NY 14614, prior to bid opening, at which time and place all bids will be opened, read, and recorded.

The bidder's attention is directed to the General Conditions and Instructions to Bidders which appears immediately following this title page and is incorporated into the bidding document and contract by reference.

CONTRACT CHARACTERISTICS
(For definitions or explanations, see General Conditions)

Type of Contract: ONE-TIME BUY, 90 CALENDAR DAY PRICE HOLD

Bid Deposit Requirement: NONE

Performance Security Requirement: NONE

Insurance Requirement: NO

Samples Requirement: UPON REQUEST

Descriptive Literature/Technical Data Requirement: SUBMIT WITH BID.

BIDDERS: Please note that prices, company identification and authorized signature are to be entered on the Proposal which appears at the end of the specifications.



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1. SPECIFICATIONS

- 1.1 It is the intent of these specifications to describe the purchase and installation of two (2), asphalt pothole patching machines, dry heated and self- contained, mounted on new International 6-wheel chassis's.
- 1.2 These specifications shall be construed as minimum. Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished.
- 1.3 It is the intent of these specifications to prohibit the consideration of any equipment on which a unit of lighter classification is added to or altered to meet the following minimum requirements.
- 1.4 All parts not specifically mentioned which are necessary to provide a complete and operational unit(s), ready for use upon delivery, shall be included in the bid and shall conform in strength and quality of material and workmanship to what is provided to the trade in general.
- 1.5 All items of standard equipment which are normally provided by the body manufacturer shall be furnished unless such items are expressly deleted or are specified to be other than standard. When optional equipment is specified, all components listed in the manufacturer's data book as being included or required with the option shall be furnished.

2. PREPARATION OF PROPOSAL

- 2.1 The proposal is contained in these contract documents and **MUST NOT BE DETACHED HEREFROM** by any bidder when submitted in proposal.
- 2.2 All blank spaces on the proposal page of these specifications must be correctly filled in. Either a unit price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink, in figures, and if requested, in words.

4. BASE BID

- 4.1 The attention of the bidder is called to the fact that the Proposal and Bid Form requires, under Base Bid, the Net Delivered Price covering the item(s) specified. Any deduction for freight allowance, cash discount, or quality rebate should be included in the total net price, as given on the bidding sheet and should not be listed as separate items.

5. CONTRACT PERIOD

- 5.1 Vendor shall hold price for ninety (90) calendar days. Contract period shall be ninety (90) calendar days and shall commence on the date of award.

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6. PRICES

It shall be understood and agreed that the prices bid shall be firm (not subject to change) for the duration of this contract.

7. QUANTITY

7.1 The quantities listed in the proposal are anticipated minimums.

7.2 No specific quantities can be given and no guarantee given as to contract value. The contract shall be for the quantities actually ordered during the contract period. Unit price(s) shall be extended for the actual number of units purchased during the contract period.

8. PURCHASE ORDER REQUIRED

8.1 Advertisement, receipt of bids, and bid award of this contract for the equipment specified herein only signifies the City's intention to purchase the equipment specified. This contract shall not obligate the City to purchase any equipment. However, if the equipment specified is ordered during the period specified in this contract, the equipment will be ordered from the contract vendor.

8.2 The City is only obligated to purchase, and the vendor should only deliver, items ordered on a City of Rochester Purchase Order.

9. CHANGE ORDERS

Minor changes to the equipment specifications may be made subsequent to the order but prior to delivery, upon the mutual written agreement of the vendor and the City. Such changes are intended to permit modifications for upgrades or improvements during construction which the City determines will improve the quality and/or efficiency of the equipment. Additions or deletions which affect the total cost must be authorized by a Change Order approved by the Purchasing Agent.

10. INSTRUCTIONS TO BIDDERS

10.1 Proposals will be received by the Purchasing Agent of the City of Rochester in accordance with contract documents set forth herein.

10.2 Bid shall be made only on the form(s) provided with these specifications.

11. COMPLIANCE WITH LAWS

The bidder shall at all times observe and comply with all laws, ordinances, and regulations of the Federal, State, Local and City Governments which may in any manner affect the preparation of proposals or the performance of this contract.

12. TAX

The City of Rochester is exempt from paying Manufacturer's Excise, Floor, or Sales Tax, and for that reason, the bid price shall not include any tax on the item(s) specified. The City of Rochester will furnish a signed exemption form covering the tax, if any, applying to the item or items covered by these specifications, as may be required by law.

13. DELIVERY DATE

13.1 The City of Rochester requires delivery of this equipment as soon as possible, but not later than one hundred eighty (180) calendar days after the receipt of a purchase order.

13.2 Each bidder is required to list on the Proposal and Bid Form the latest date he expects delivery to be made at destination as defined in the "DELIVERY" section. FAILURE TO INCLUDE A SPECIFIC DATE MAY BE SUFFICIENT GROUNDS FOR REJECTION OF BID.

14. DELIVERY

The successful bidder of the contract shall deliver the completed units to the City of Rochester, F.O.B. the ordering agency's facility, which shall be in Rochester, New York. The VEHICLE shall remain the property of the bidder until accepted by the City of Rochester. Upon delivery, the VEHICLE(S) shall be thoroughly tested in operation in the presence of an authorized representative of the City to check on the performance of the equipment and operation of the unit as a whole. The successful bidder shall make, at his own expense, any adjustments or alterations that may be required by the City as a result of the operation test.

15. EXTENSIONS OF TIME - EXCUSABLE DELAYS

15.1 The City may grant extensions of the Contract time of completion for any delays resulting from causes beyond the Contractor's control, which are not to be considered normal hazards of the Contract. Delays of this classification are as follows:

15.1.1 Acts of the federal government, including controls or restrictions upon the use or obtaining of materials, equipment, tools or labor essential to completion of the work, by reason of war, national defense, or any other national emergency.

15.1.2 Acts of the City, including but not limited to changes in the method or the scope of work covered by the contract, upon order of the City.

15.1.3 Causes not reasonably foreseeable by the parties to this contract at the time of execution of the contract which are beyond the control of and through no fault or negligence of the Contractor. This shall include, but not be restricted to: acts of God or the public enemy, freight embargoes, court actions, fires, floods, epidemics, quarantine, and strikes, weather of

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unusual severity such as hurricanes, tornadoes, and cyclones, and weather of unusual severity for the season which directly affects or prohibits the work under the contract, provided, however, that the Contractor notifies the City in writing within ten (10) days from the beginning of any such delay, detailing the causes of the delay.

- 15.2 Upon receipt of such notification, the City shall ascertain the facts and the cause and extent of the delay. If, in the opinion of the City, the delay is properly excusable based on the facts and terms of the contract, the City may extend the time for completing delivery for a period of time commensurate with the period of excusable delay.
- 15.3 It is further agreed that the foregoing occurrences shall not result in any claim for damages or contract adjustment other than extension of time.

16. DEFAULT

- 16.1 The City may, subject to the provisions of paragraph 16.3 below, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

16.1.1 If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extensions thereof; or

16.1.2 If the contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such other period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure.

- 16.2 In the event the Purchasing Agent of the City terminates this contract in whole or in part as provided in paragraph .1 of this clause, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or service, PROVIDED, that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

- 16.3 The Contractor shall not be liable for any excess of costs if acceptable evidence has been submitted to the Purchasing Agent that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor.

17. QUALIFICATION OF BIDDER

- 17.1 The City reserves the right to disqualify any bidder unless the firm submitting the bid can meet the following conditions:

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- 17.1.1 That the manufacturer(s) or bidder(s) has had in operation for at least 5 years, a factory adequate for and actively engaged in the manufacture of the equipment he proposes to furnish.
- 17.1.2 That there are at least fifty (50) chassis mounted units similar to the type bid upon which have been in satisfactory operation for a period of at least two (2) years. This shall not be construed as prohibiting the manufacturer from having altered or improved the design or construction of its machinery as evidenced by engineering changes incorporated in the manufacturing blueprints. Manufacturer shall furnish evidence upon request of the Purchasing Agent, that the unit to be furnished has been commercially available through him to the trade for a period of not less than two (2) years and has been fully field tested. The City of Rochester shall verify to its satisfaction that the model to be furnished has met such field tests.

17.2 BIDS WILL BE CONSIDERED ONLY FROM POTHOLE PATCHER MANUFACTURERS AND FROM AUTHORIZED DEALERS OF SUCH MANUFACTURERS.

17.3 NOTE: In the event a bid is submitted by other than the manufacturer, a certificate executed by the manufacturer may be required stating that the bidder is an authorized agent, dealer, or distributor of the manufacturer in the Rochester, New York, area and that the equipment offered is completely in compliance with the specifications and proposal and will be available during the life of the contract.

17.4 No proposal will be accepted from or contract awarded to any person, firm, or corporation that has failed to perform faithfully any previous contract with the City.

18. AWARDING CRITERIA

It is the intent of these specifications to make an award to the lowest priced responsive and responsible bidder, on the basis of the Total Bid Price.

19. REJECTION OF BIDS

- 19.1 The City of Rochester reserves the right to reject any and all bids or proposals if the best interest of the City will be served by such action.
- 19.2 The Purchasing Agent reserves the right to reject any bid that is unbalanced, unrealistic, or where disproportionate component costs of equipment are proposed.
- 19.3 Bidders should note that failure to bid on all options listed under "Optional Equipment" in the Proposal may result in rejection of the bid.

20. SUBLETTING

Any portion of this contract may be sublet by the contractor. This, under no circumstances, will be construed as making the City a party to such subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the contractor of his liability and obligation under this contract; and despite any such subletting; the City shall deal through the contractor. Subcontractors will be dealt with as workmen and representatives of the contractor and as such shall be subject to the same requirements as to character and competence as are other employees of the contractor.

21. INFORMALITIES

The City of Rochester reserves the right to consider INFORMAL a bid not prepared and submitted in accordance with the provisions of these specifications. It further reserves the right to waive any minor informality in form, but not in substance.

22. INTERCHANGEABILITY

22.1 All assemblies, sub-assemblies and component parts, etc., of the items supplied under these specifications shall be interchangeable throughout the quantity of units supplied.

22.2 The items furnished under these specifications shall be new and shall be the manufacturer's current production model

23. INFORMATION TO BE FURNISHED WITH BID

23.1 The bidder shall submit with his bid DETAILED SPECIFICATIONS AND DRAWINGS, along with complete description including pictures and catalogs, and all other pertinent data on the equipment he proposes to furnish.

23.2 Bids offered without said data may be declared "INFORMAL."

23.3 The City, however, reserves the right to request additional information deemed necessary for proper evaluation of bids.

24. MOTOR VEHICLES REGULATIONS

Each vehicle delivered shall be furnished with all equipment necessary to comply with all applicable rules and regulations of the New York State Department of Motor Vehicles and shall be equipped with Safety Standards required by the Federal Motor Vehicles Safety Standards established by the National Traffic Safety Administration, and the Safety Standards required by OSHA with reference to the operation of such vehicle(s) within the State of New York. All vehicles shall be supplied with a current N.Y.S. vehicle inspection sticker, and an odometer disclosure statement.

25. SERVICING

All Equipment shall be completely serviced. Service shall include not less than the following: Lubrication, conditioning, and all other checks and adjustments required for proper complete servicing of new equipment. Particular attention shall be given to hardware, paint condition, and overall operation. It shall be the contractor's responsibility to insure at that time that all components and accessories have been properly installed.

26. INSPECTION OF WORK

- 26.1 Representatives and/or agents of the City of Rochester, as designated by the Purchasing Agent of the City of Rochester, shall, for the purpose of inspection, have free and safe access at any and all reasonable times to the buildings and shops of the contractor, his subcontractors, and material men, wherever any items for this contract are being prepared or manufactured.
- 26.2 The cost of any such inspection trip(s) by agent(s) of the City of Rochester will be at the expense of the City of Rochester. A final inspection will be made when the equipment is ready for delivery and before it leaves the manufacturer's or distributor's shop.
- 26.3 If during the final inspection of item or items to be furnished under this contract, any are found to be defective, fail in any way to meet the terms of the contract, or fail to meet any of the specifications, the item or items will be rejected by the Purchasing Agent of the City of Rochester. Any rejected item or items shall be altered or replaced to comply with the specifications at the expense of the contractor.
- 26.4 If the item or items called for in the specifications are delivered and fail to meet specifications in any respect, the bidder will be notified and he will arrange for their removal from the City of Rochester property at no expense to the City of Rochester. If the successful bidder fails to remove the items which, in the opinion of the Purchasing Agent of the City of Rochester, do not meet specifications, the City will arrange to have such items removed and any expense connected therewith will be the responsibility of the contractor.
- 26.5 The contract vendor shall supply to the City during the body construction phase electronic progress updates to include, but not limited to, photo images.

27. PAYMENT OR ACCEPTANCE NOT CONCLUSIVE

- 27.1 No payment made under the contract shall be conclusive evidence of the performance of the contract, either wholly or in part, and no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the contractor from making good the defects.
- 27.2 The final acceptance shall not be binding upon the City of Rochester nor conclusive, should it subsequently develop that the contractor had furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such a condition become evident, the Purchasing Agent of the

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City of Rochester shall have the right, notwithstanding final acceptance and payment, to cause the item or items to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the contractor, or his surety, if any.

28. GUARANTEES AND WARRANTIES

- 28.1 The contractor shall guarantee all equipment furnished for a period of two (2) years from date of delivery and acceptance if such equipment is not included in manufacturer's standard warranty. All warranties shall be of the non-declining type.
- 28.2 The Contractor hereby warrants and guarantees for a period of two (2) years from date of in-service that he will, at his own expense and without any cost to the City, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material, or workmanship, or by reason of non-compliance with these specifications. Any warranty offered by the manufacturer over and above this two (2) year minimum warranty shall be deemed to be part and parcel to these specifications.
- 28.3 Contractor shall also furnish a copy of the standard factory warranty.
- 28.4 SPECIAL NOTE:
- The contractor will assume at their expense, all transportation costs in moving the equipment supplied under this contract to and from the contractor's shop where warranty and/or repairs are to be performed.
- 28.5 All guarantees and warranties will be furnished by the contractor and will be delivered to the Equipment Services Division before the final payment on the contract is issued.
- 28.6 In an attempt to keep vehicles in service, the City of Rochester's Equipment Services Division will be approved by the factory/manufacturer to perform in-house warranty repairs with all the books and forms required for reimbursement. The reimbursement rate will be stated on the proposal page of this document. in the area. This rate shall not be less than the rate from the local dealer. Warranty reimbursement is to be made in check form, not credit. This is not an attempt to replace the dealer as a warranty repair facility, but to reduce costs to the City and return vehicles to service as soon as possible.
- 28.6.1 Note: Failure to approve and certify the City of Rochester's Equipment Services Division as a factory/manufacturer warranty repair facility will classify the bid as informal and subject to rejection.
- 28.7 When operational restraints to not permit the Equipment Services Division to repair and/or replace defective parts or subassemblies, the City will require the contractor to perform warranty repairs.
- 28.8 The contractor will be required to supply to the City all dollar amounts for each warranty claim performed by that contractor.

29. PAYMENT

- 29.1 Payment will be made by the City to the contractor upon execution of invoice by the contractor in the form used by the City of Rochester within thirty (30) days after the equipment has been delivered, inspected, and accepted, and approved by the Purchasing Agent in conjunction with the ordering agency's representative for equipment purchases.
- 29.2 When the COMPLETE ORDER is delivered by the contractor, the City may process the invoice for the full amount of the contract price if in the Purchasing Agent's opinion, the unit(s) is in compliance with the specifications. However, if poor workmanship or deviations from specifications exist, the City may process up to 80% of the contract price upon delivery and delay payment of the balance until contractor has made all necessary corrections.
- 29.3 The invoice(s) shall be forwarded to the ordering agency.

30. ITEMS REQUIRED AT DELIVERY

Each Contractor invoice shall be accompanied by the following at the time of vehicle delivery:

- 30.1 City Contract Number
- 30.2 Year, Make, and Model
- 30.3 Delivery Date
- 30.4 P.O. Number
- 30.5 Vehicle Titles and Certificates of Origin all registered to:
 - CITY OF ROCHESTER
 - 945 MT. READ BLVD., BLDG. #100
 - ROCHESTER, NY 14606
- 30.6 An Odometer Disclosure Statement for each vehicle.
- 30.7 Contractor shall supply for each vehicle the following:
 - 30.7.1 Engine Serial # and Model #
 - 30.7.2 Transmission Serial # and Model #
 - 30.7.3 Paint Code #
 - 30.7.4 Key Code #
 - 30.7.5 Rear Axle Serial # and Model #
 - 30.7.6 Filter list: Make, Model and Part Number for each filter

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- 30.8 All Warranty and Certification Documents
- 30.9 The contractor shall provide three (3) sets of keys for each vehicle at the time of delivery.

31. CERTIFICATES, MANUALS, AND WARRANTIES

When the units are delivered, the contractor shall deliver to the Purchasing Agent:

- 31.1 Certificates of Origin
- 31.2 Warranty and Guarantee Certificates
- 31.3 Certification specified in the Contract
- 31.4 Manuals specified in the Contract

32. SPECIAL NOTICE TO BIDDERS

- 32.1 The successful bidder must furnish, upon request, to the Purchasing Agent of the City of Rochester, a copy of the factory order and number covering the equipment bid upon within fifteen (15) days after the date of the receipt of Purchase Order.
- 32.2 The Purchasing Agent of the City of Rochester may require the successful bidder to furnish copies of all letters, correspondence, or purchase orders placed with the various manufacturers or suppliers for materials, supplies, and equipment being bid upon for which a contract has been awarded, as proof that the contract is being fulfilled as expeditiously as possible. Failure to furnish these documents within fifteen (15) working days after receipt of a written request, or failure to submit documents which clearly demonstrate that the contract will be fulfilled within the required delivery date, shall be deemed sufficient grounds for cancellation of the contract. The City of Rochester Purchasing Agent's decision in these matters shall be accepted as final.
- 32.3 The successful bidder shall have a New York State based representative that can respond within two (2) days to the service needs of the City of Rochester. This representative/dealer shall have a local stock of replacement parts for the equipment.

33. PARTS AVAILABILITY

- 33.1 The bidder understands and agrees that by submitting this bid, he is obligated to make available to the City of Rochester Original Equipment Manufacturer's (OEM) parts for this equipment for a period of six years. In the event that during such six-year period the City is unable to establish a contract for the purchase of OEM parts by the standard advertised bidding process, the successful bidder agrees to supply to the City OEM parts at a price no greater than the then-current Fleet List Price, F.O.B. delivered, within a two (2) day time frame.

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- 33.2 The successful bidder shall have a New York State based representative that can respond within two (2) days to the service needs of the City of Rochester. This Representative/Dealer shall have a local stock of replacement parts for this equipment.

34. DISPUTES

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of shall be decided after a hearing by the Purchasing Agent, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Purchasing Agent shall be final and binding.

35. PERFORMANCE CHARACTERISTICS

- 35.1 The detailed design specifications prescribed herein are intended to describe units which have been determined to meet performance parameters and characteristics required by the City of Rochester. Bidders having units which fully meet the intent of the specifications, but may vary in a non-substantial manner from the specified design characteristics, may offer such equipment as they can demonstrate meets the intended performance requirements. In such case the bidder shall be required to submit with his bid a detailed listing of design variances and a full explanation as to how the units offered will meet the desired performance characteristics. A decision as to equivalency shall be made by the City of Rochester, whose decision shall be final.
- 35.2 These specifications are to establish a minimum acceptable standard. All products equal to these specifications will be considered provide they meet the criteria and specifications.
- 35.3 Any references herein to a particular make or model are not intended to be restrictive, but to set forth an acceptable level of quality, design, and performance.

36. NON-COLLUSIVE BIDDING CERTIFICATION

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

- 36.1 The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- 36.2 Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other bidder or to any competitor.

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- 36.3 No attempt has been or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

37. LINE TICKETS

The successful bidder shall furnish the City with a copy of the factory line assembly covering the components of the vehicle(s), by serial number of components. This data shall be furnished for each vehicle at the time of delivery of the equipment covered in this contract.

38. BODY

38.1 General

Each unit shall be a six (6) wheel chassis mounted asphalt patching machine capable of making hot mix repairs in all weather conditions.

38.3 BODY DIMENSIONS

38.3.1 112" long; 78" wide; 50" high and shall have safety side step fenders with two ladders and body assist handles. There shall be a lockable tool storage compartment incorporated with these side fenders. The surface of side fenders shall be a diamond tread design.

38.3.2 Body shall be double wall construction.

38.3.3 Interior sides shall be 3/16" HR steel.

38.3.3 Exterior sides shall be 12 GA HR steel.

38.3.4 Body shall have a sloping floor not less than 45 degrees from horizontal.

38.4. BODY CAPACITY

Asphalt aggregate hopper shall be 4.20 cubic yards minimum, level full, or six (6) tons capacity.

38.5 BODY INSULATION

Fully insulated with 2" 3" of high temperature 12R density insulation, covered inside and out with a steel jacket.

38.6 BODY HEATING SYSTEM

The body shall be a dry radiant heat chamber with a minimum of two (2) retort tube propane burners, each with a minimum BTU rating of 150,000. The propane burner exhaust stacks shall be of a vertical design with automatic electronic dampeners that open when the burners are fired and close when the burners are shut off, so as to prevent heat loss. The burners shall be thermostat controlled and regulated at 10 psi. The ignition system shall be 12 volt DC with electronic igniters. The gas burners shall have a safety shut-off on loss of flame or excessive temperature. The burners shall automatically shut off when the diesel sprayer is in use. The burners shall be two stage, they shall ignite on 10 oz. of pressure, and operate at 10 psi. The high burn shall be regulated by a thermostat. The thermostat shall have a range of 0-300 degrees Fahrenheit and be of solid state design.

39. HYDRAULICALLY OPERATED DOORS

- 39.1 Shall be equipped with two (2) hydraulically operated doors reinforced to prevent flexing. Each door shall have a hydraulic cylinder bypass valve.
- 39.2 Doors shall have a single continuous hinge.
- 39.3 Doors shall be double steel jacketed with a minimum of 2' of high temperature insulation.
- 39.4 The door controls shall be mounted at the rear of the unit on the valve body assembly.
- 39.5 Door cylinders shall be 2"Dia. x 11" stroke.
- 39.6 Doors when open shall form a "V" to funnel material to center of conveyor chain.

40. FUEL

Shall be a top fill multi-valve removable 100 lb. propane cylinder with regulator. Operating pressure shall be set at ten (10) psi. One (1) full 100 lb. propane cylinder shall be supplied with each vehicle

41. HAND TORCH

Shall be propane with 200,000 B.T.U. with automatic shut-off valve and 10 feet of hose with transport bracket on the left of the auger at the rear of the truck. All necessary mounting brackets shall be furnished to allow the torch to remain at the rear of the truck while the vehicle is in transport.

42. TEMPERATURE GAUGE

Shall be two (2) 3" dial type, capable of monitoring body and material temperature at all times.

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43. HYDRAULIC PUMP

- 42.1 Shall be 12 G.P.M., 2,000 psi operating pressure, variable speed, gear type.
- 42.2 Shall be engine driven by power take-off.

44. HYDRAULIC CONTROL VALVES

- 44.1 Shall be four or five spool, two-way variable flow with 2,000 psi relief valve.
- 44.2 Shall be operated from right rear corner of body by remote levers and will control the screw conveyor, hydraulic doors, agitator, liquid asphalt pump and tool circuit. The screw and/or agitator will not work when the top doors are open.
- 44.3 Shall be fully protected from road salt spray.

45. HYDRAULIC OIL RESERVOIR

- 45.1 Shall be minimum 30 gallon capacity with breather and sight temperature gauge.
- 45.2 Shall be frame mounted on right passenger side under body.
- 45.3 There shall be a large capacity, easy access replaceable 10 micron filter Cartridge with restriction indicator that is easily readable located on the return line to the hydraulic tank.
- 45.4 Shall include a free standing fan/swirl type oil cooler that does not rely on the truck engine fan for cooling.
- 45.5 The system shall have the following Parker flush face quick couplers to attach to the City's existing hydraulic oil filtration cart:
 - 45.5.1 FEM5O18FP female fitting to be located on bottom part of hydraulic tank
 - 45.5.2 FEM5O28FP male fitting to be located on top part of hydraulic tank
 - 45.5.3 Caps: FER5O1 and FER5O2 shall be provided for fittings and be secured with a lanyard. (Locations to be approved by City)
- 45.6 The vendor shall furnish and install in the hydraulic system a premium quality hydraulic oil of a high viscosity index formulated to operate in low and widely varying ambient temperatures.

46. HYDRAULIC HOSE

Shall be a minimum 8,000 P.S.I. burst pressure with crimp hose fitting. Steel pipe, properly installed a, and secured shall be used wherever possible to eliminate the use of hose. All hydraulic hoses, pipe, tubing and fittings shall be S.A.E. rated standard for the designed pressures and adequate size to accommodate the necessary volume of oil without creating undue heat.

47. HYDRAULIC REMOTE HOOK UP SYSTEM

- 47.1 Hydraulic fittings shall be located at the right rear of body to allow for auxiliary powering of the body hydraulics in case of pump failure.
- 47.2 A FEM-502-8EP w cap FER502 shall be used for the supply side.
- 47.3 A FEM-501-8FP w cap FER501 shall be used for the return side.
- 47.4 Caps shall be attached to body by a chain lanyard to prevent loss. Both fittings shall be plumbed into their circuits by means of a 3/4" steel hi- pressure, 3 – way, ball valve.

48. AUGER

- 48.1 Material shall be discharged by an auger conveyor system 10' long x 6" diameter x 6" flights, roller and ball bearing mounted.
- 48.2 All bearings shall be greasable with line feeder outside the unit at ground level.
- 48.3 Shall be driven by dual forward and reversing variable speed hydraulic high torque motors (9,200 in. lbs.).
- 48.4 An asphalt bridging agitator located in the asphalt hopper above the screw conveyor, hydraulically operated forward and reversing paddles for breaking up asphalt bridging above the screw conveyor.
- 48.6 Material Chute to be mounted at rear.
 - 48.6.1 110° pivot.
 - 48.6.2 Chute shall have a fold up extension.

49. PTO

The PTO's shall be transmission mounted power take-off with Chelsea 271 power shift (hot shift) with electronic over speed control. Cable switch is not acceptable. In all cases the PTO shall be of sufficient size and design to match the truck chassis supplied under this contract.

50. THROTTLE

- 50.1 (Automatic) shall be actuated by pressure requirements of the hydraulic system.
- 50.2 No operator input required.

51. EMULSION SPRAY UNIT

Emulsified storage system mounted on truck chassis for tack coat and solvent.

52. EMULSION OIL TANK

52.1 Tank

The tank shall have a capacity of 80 gallons, 10 gauge steel with the bottom reinforced and attached to the hopper body. It shall have a minimum 2" of high temperature insulation encased in a double jacketed steel housing. The tank shall have a minimum 2" tank drain with gate valve with a 6" curbside filler cap. The tank shall be vented with a removable fill basket strainer. The emulsion tank shall be mounted in front of the spoils bin. Mounting shall be accomplished with 2 full-length mounts bolted to the frame. Welding to the truck frame will not be acceptable.

52.2 Heating system

The emulsion oil tank shall be heated with a variable temperature control and a maximum setting of not less than 150 degrees Fahrenheit. The tank shall have a secondary 220V thermostatically controlled electric heat source.

52.3 Emulsion Pump

The pump shall be a self priming, variable speed, reversible, hydraulically driven rotary pump. The pump shall have a minimum operating pressure of not less than 100 psi with an operating flow of 20 GPM. The pump shall be capable of circulating the emulsion to prevent separation.

52.4 Emulsion Lines

There shall be a minimum of 15' x 1/2" sprayer hose. It shall have a wand measuring no less than 5' x 3/8" fan nozzle, with a dead man control. .

53. HEATER

The units shall be equipped with one (1) 22V emulsion heater with 62KW capacity. The heater shall have a thermostat for control and 25' of heavy duty cord with ground fault interrupt. The heater shall be capable of maintaining heated material up to 300 degrees Fahrenheit during non working hours. The control panel for the heater shall be water tight.

54 SOLVENT PUMP

54.1 12 VDC pump.

54.2 Connected to solvent side of tank.

54.3 25 ft. hose with wand on hose reel at the back of body.

55. SPOILS BIN

55.1 The bin shall have a width of 30".

POTHOLE PATCHER MOUNTED ON CHASSIS

55.2 It shall have a minimum capacity of at least 1.25 cubic yards with gravity dump doors on both sides.

55.3 Shall be constructed of 10 GA HR steel.

56. CATWALK/PLATFORM

Located between the spoils bin and the emulsion oil tank there shall be a 24" wide by 72" long non-slip platform for hopper inspection and releasing agent applications.

57. CONE HOLDER

57.1 Two (2) front bumper cone holders to hold existing City cones upside down.

57.2 Each holder shall accommodate twelve (12) cones each. Cone size is 28" high with a 14" base.

58. WATER TANK

58.1 An eight (8) gallon steel water tank shall be mounted to the frame of the vehicle and will have a rustproof liner.

58.2 It shall have a control valve and hose for the purpose of filling the supplied Vibratory Plate Compactor.

59. HYDRAULIC LIFT PLATFORM

59.1 The platform shall be hydraulically operated with the ability to lower and lift vibratory plate compactor.

59.2 Cylinders shall be 1 ½" diameter X 18" stroke.

59.3 Each Patch Truck shall also be supplied with a Wacker WP 1550AW plate tamper with water, 5.5 HP gas Honda engine and hold down bracket.

60. SAFETY LIGHTING

60.1 Directional arrow board shall be a Star #TD93DLXT – ARO – 84 with 30" cable length shall be mounted on back of body with dash mounted control switch, ignition wired.

60.2 A watertight Star model 255 HTC amber light bar shall be pedestal mounted at the front of the body with 360 degree view.

60.3 Two work lights shall be mounted on rear corners of body and will be Star model LDH-36-3-T-C.

60.4 All emergency lighting switches shall be dash mounted using chassis up fitter switches where possible and will be ignition wired.

61 VEHICLE LIGHTING AND WIRING

- 61.1 The body shall come equipped with all necessary lighting to meet or exceed NYSDOT regulations.
- 61.2 All lighting shall be Truck-Lite; sealed L.E.D lamps with watertight, corrosion-resistant connections.
- 61.3 All electrical wiring shall be enclosed in the heaviest loom available at the time of production and shall be oil, salt, and water resistant.
- 61.4 Any splices or in-line connections will be done with Weatherpack terminals, seals, and connectors.
- 61.5 Any substitutions must be authorized by a City of Rochester representative.
- 61.6 Chassis switches from manufacturer shall be used for all lights, PTO and any other electrical controls as required.
- 61.7 Back up alarm, Star 66-807A, shall be supplied/ installed by bidder.
- 61.8 Vehicles to be supplied with emergency starting system receptacle with molded plug for vehicle-to-vehicle or vehicle-to-battery cart. A 210 high amp cable must be used, Whitaker Part #15121, 15126 and 15128. It shall be mounted under hood on fire panel, curb side. System must be factory installed.
 - 61.8.1 Julian Electric, Inc., 406 Plaza Drive Westmont, IL 60559,
(630) 920-8951

62. MISCELLANEOUS

- 62.1 Fire extinguisher 20 lbs mounted on rub rail right side of body.
- 62.2 Schrader tire valve to be installed in main air tank in order to refill brake system in case of engine failure.
- 62.3 Anti-sail mud flaps on the rear of the dual rear wheels and sheet steel splash guards in the front of the dual tires, both large enough to cover wheel spray.

63. VAN AIR- AIR COMPRESSOR 160 CFM UNDERDECK

Shall be mounted right side under frame and body.

63.1 TYPE

Vanair 160UDSM PTO Driven air compressor, new and in current production.

63.2 CAPACITY

160 CFM free air at 100 psig. Compressor to be capable of 90 to 200 PSIG operation

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63.3 COMPRESSOR

Sullair 10 series Powertech design oil flooded rotary screw. The air compressors shall be completely manufactured and assembled in the USA. Air compressor inlet control valve shall be an integral design incorporated in the cast iron housing. No bolt on inlet control valves

63.4. INPUT SPEED

Air compressor shall produce:

66.4.1 160 CFM at 1675 RPM input speed

66.4.2 Ratings per CAGI/PNEUROP PN2CPTC3

63.5 GEAR RATIO

Air Compressor gear ratio shall be 3.94:1 to ensure lowest possible engine speed

63.6 AIR INTAKE

Air intake shall be routed to upper part of body.

63.7 FILTERS

Separate two-stage, heavy duty, dry-type air filters shall be provided for air compressor.

63.8 AIR RECEIVER

63.8.1 The receiver shall be ASME code approved rated at a 225 psig working pressure.

63.8.2 It shall be equipped with an ASME air pressure relief valve located upstream of the final oil separator.

63.8.3 The receiver shall be equipped with a fill cap and easily readable sight glass, $\frac{3}{4}$ inch service valve and a spin-on air compressor oil filter with built in by-pass protection.

63.9 AIR/FLUID SEPARATOR

63.9.1 Separator to be located internally in air receiver tank.

63.9.2 Separator shall be constructed with a pleated media, welded straps, scrim barrier, support screen, expanded metal outer wrap and internal and external grounding.

63.9.3 Vanair separator shall provide for enhanced air quality, reduced operating and maintenance cost and optimized compressor performance.

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63.9.4 Separator to be warranted for 5-years or 3000 hours.

63.10 INSTRUMENT PANEL

V-TEC™ electronic instrument panel with air pressure, discharge temperature, hours, service and operation data.

63.11 PROTECTIVE CIRCUIT

65.11.1 Compressor to automatically shutdown in case of high compressor temperature or over pressurization.

65.11.2 Additional protective features provided include automatic blow down valve, receiver relief valve and minimum pressure valve.

63.12 COOLING SYSTEM

Compressor cooling system shall allow rated air delivery and pressure operation continuously in 125 degree Fahrenheit ambient temperatures.

Cooler to be mounted in a powder coated sheet metal enclosure with a suction type fan assembly.

(No ABS plastic shrouding) Compressor fluid shall be filtered by a 25 micron full flow spin-on replaceable filter canister.

A fan temperature switch shall be provided to regulate compressor cooling.

63.13 CONTROLS

Pneumatic inlet control valve shall be integrated into compressor system and automatically modulate output from 0 to 100% in response to air demand

63.14 SPEED CONTROL

Electronic Vanair V-TEC engine speed control

63.15 DRIVELINE

2 ½ inch 1310 series driveline with universal joint, yoke and companion flange

63.16 GENERAL

The compressor shall be manufactured in an ISO 9001 certified quality system.

63.17 AIR HOSE ON REEL

Hard line from the Van Air compressor with air hose of 3/4' x 50' on a retractable hose reel mounted at the right rear side of the body with a universal coupler and ¼ turn ball valve.

64. PAINTING

- 64.1 The Patcher body and all related equipment shall be coated with two (2) finish coats.
- 64.2 Prior to the application of any coatings, all surfaces shall be thoroughly cleaned and conditioned.
- 64.3 The primer used shall be Dupont Zinc Chromate Primer.
- 64.4 The finish coats on the body shall be Satin Black.
- 64.5 All paint shall be applied in accordance with the paint manufacturer's specifications and shall be lead, chromate, and isocyanate free.

65. MANUALS

The successful bidder shall supply at the time of delivery:

- 65.1 Two (2) factory shop manuals (paper) per unit
- 65.2 Two (2) parts manuals (paper) per unit
- 65.3 Two (2) schematic drawings of complete electrical wiring and hydraulic system (laminated paper) per unit
- 65.4
- 65.5 Two (2) sets of operator manuals (paper) per unit
- 65.6 This data is to be supplied at the time of delivery of the vehicles to the City of Rochester.
- 65.7 The City shall be added to factory mailing lists for technical bulletins and updates of changes to repairs and adjustments required.
- 65.8 Manuals in DVD format are preferred and acceptable.

66. TRAINING

- 66.1 The contractor shall provide the services of qualified factory technicians for a period of not less than two (2) full working days at the City of Rochester shop(s) to train and instruct City personnel: minimum one (1) day for operator training and minimum one (1) day for in-depth preventative maintenance and review of the proper usage of parts and service manuals.
- 66.2 These services shall be provided at a time designated by the City. The contractor shall be so advised by the City ten (10) days prior thereto.
- 66.3 The successful bidder shall also be required to provide a second session at a time selected by the City to review the results of their instructions and the functions of the equipment after having been in service. The contractor shall be so advised by the City ten (10) days prior thereto.
- 66.4 SPECIAL NOTE
 - 66.4.1 A video in DVD format shall be provided by the body contractor for operator training and shall include safety tips and the complete operation of the equipment.

67. MANUFACTURER'S SAFETY DATA SHEETS

The successful low bidder must supply complete Manufacturer's Safety Data Sheets (MSDS) for each chemical or hazardous material required with this equipment, such as propane, motor oil, transfer oil, hydraulic fluid, insulating materials and any Additional product of this type.

68. SPECIAL NOTE

- 68.1 The contractor shall also furnish any and all bulletins, modification notices, service letters, and related addenda throughout the life of the equipment being furnished under this contract.
- 68.2 One (1) copy of this data shall be sent to the City of Rochester, 945 Mt. Read Blvd., Rochester, NY 14606, Attention: Street Maintenance Superintendent
- 68.3 The contractor shall furnish the City a certified weight slip stating the vehicle's unladed weight. This data is to be furnished at the time of delivery.

69. ADVERTISING

Except for inconspicuous identification plates, serial number plates, precautionary instruction plates, etc., no name, trademark, decal or identification other than that of the manufacturer shall be applied to the vehicle. IDENTIFICATION OF VEHICLE AND EQUIPMENT DEALERS AND INSTALLERS SHALL NOT BE ATTACHED TO

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THE VEHICLE. IN ANY INSTANCE OF VIOLATION OF THESE RESTRICTIONS, THE COST OF REMOVAL OF SUCH ADVERTISING WILL BE DEDUCTED FROM CONTRACTOR'S OUTSTANDING INVOICE.

70. DATA PLATE

Identification plates listing data specifically applicable to the equipment shall be permanently and inconspicuously installed on the appropriate piece of equipment. Plates shall include at least the model and serial number.

71. TRADE-IN

71. 1 Trade-in of City Patch Trucks 2005 GMC C7500 Chassis, Pro-Patch TCM 425-HT Asphalt Pothole Patcher

71.1.1 Truck #1 38,000 miles 7,100 Hours
City Vehicle # 054886
Vin # 1GDM7C1C65F503474

71.1.2 Truck #2 39,000 Miles 6,900 Hours
City Vehicle # 054887
Vin # 1GDM7C1C65F03636

71.2 To schedule an inspection of trade-in trucks, bidders may contact:
John Pecora
945 Mt Read Blvd Bldg 200
Rochester, NY 14606
585-428-9650
pecoraj@cityofrochester.gov

71.2.1 Vendors may take delivery of the trade-in's upon delivery of the new vehicle.

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72. CHASSIS INFORMATION

The chassis and all related equipment shall be provided by the bidder to furnish a complete functioning unit.

International 2012 4300 SBA 4X2 (MA025)

GVWR: 35000. Calc. GVWR: 35000
Calc. Geared Speed: 69.5 MPH

DIMENSION: Wheelbase: 211.00", CA: 144", Axle to Frame: 75.00

NOTE: Final dimensions dependent upon body manufacturer and are the responsibility of the bidder.

ENGINE, DIESEL: {MaxxFort DT} EPA 10, 260 HP @ 2200 RPM, 660 lb-ft Torque @ 1300 RPM, 2400 RPM Governed Speed

TRANSMISSION, AUTOMATIC: {Allison 3000_RDS_P} 4th Generation Controls; Close Ratio, 5-Speed, With Overdrive; On/Off
Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.

AXLE, FRONT NON-DRIVING: {Dana Spicer E-1202W} Wide Track, I-Beam Type, 12,000-lb Capacity

AXLE, REAR, SINGLE: {Dana Spicer S23-170} Single Reduction, 23,000-lb Capacity, R Wheel Ends Gear Ratio: 5.57

CAB: Conventional

TIRE, FRONT: (2) 12R22.5 G287 MSA DURASEAL (GOODYEAR) 482 rev/mile, load range H, 16 ply

TIRE, REAR: (4) 11R22.5 G182 RSD (GOODYEAR) 496 rev/mile, load range G, 14 ply

SUSPENSION, RR, SPRING, SINGLE: Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring

PAINT: 9219 - White,

MA02500	Base Chassis, Model 4300 SBA 4X2 with 214" Wheelbase, 144" CA, and 75.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1CAG	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL
1LLD	BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness Includes : BUMPER, FRONT Powder Coated Gray (Argent) Color
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)
2AGE	AXLE, FRONT NON-DRIVING {Dana Spicer E-1202W} Wide Track, I-Beam Type, 12,000-lb Capacity
3770	SPRINGS, FRONT AUXILIARY Rubber
3ADC	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 12,000-lb Capacity; With Shock Absorbers Includes : SPRING PINS Rubber Bushings, Maintenance-Free

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4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4
04NCL	BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered.
04NCG	BRAKES, REAR, AIR CAM
4722	DRAIN VALVE {Bendix DV-2} Automatic; With Heater; for Air Tank Includes : DRAIN VALVE Mounted in Wet Tank
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel) With Automatic Traction Control
4EBT	AIR DRYER {Bendix AD-IP} With Heater Includes : AIR DRYER LOCATION Inside Left Rail, Back of Cab
4ESX	BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqIn
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake Includes : BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES
4JCG	BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SBC	AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity
4WBX	DUST SHIELDS, FRONT BRAKE for Air Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Brakes
5AAA	STEERING COLUMN Stationary
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black
5PSM	STEERING GEAR {Sheppard HD94} Power
7BHR	EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Left Side Under Cab; Includes Vertical Tail Pipe & Guard, Provides Clean CA Above & Below Rail • Includes a non-bright finish guard
7WAZ	TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust

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8000	<p>ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : BATTERY BOX Steel : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover</p> <p>: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HORN, ELECTRIC Single : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered</p>
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GDW	ALTERNATOR {Delco Remy 22-SI} Brush Type, 12 Volt 100 Amp. Capacity, Pad Mounted
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn
8MEZ	BATTERY SYSTEM {International} Maintenance-Free, (2) 12-Volt 1850CCA Total
8RGA	2-WAY RADIO Wiring Effects; Wiring With 20 Amp Fuse Protection, Includes Ignition Wire With 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab
8RKB	RADIO {Panasonic CQ120} AM/FM, Includes Multiple Speakers, Includes Auxiliary Input Includes : SPEAKERS IN CAB (2) Dual-Cone with Deluxe Interior : SPEAKERS IN CAB (4) Coaxial with Premium Interior
8TMH	SWITCH, AUXILIARY Accessory Control; for Wiring in Roof, With Maximum of 20 amp Load With Switches In Instrument Panel
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPB	HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights
8WPP	ENGINE SHUTDOWN Automatic; With 30 Second Delay, With International Engines
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Backup Lights
8WTL	STARTING MOTOR {Delco Remy 39MT} 12 Volt; Gear Reduced, With Thermal Over-Crank Protection

POTHOLE PATCHER MOUNTED ON CHASSIS

8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
9HAD	GRILLE Chrome 9WAY FRONT END Tilting, Fiberglass, With Three Piece Construction
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "GA"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10769	PAINT CLASS Premium Color.
10943	KEYS - ALL ALIKE Fleet - Includes Ignition and Cab Door Keys
10WBAA	KEYS - ALL ALIKE, ID Z-250
11001	CLUTCH Omit Item (Clutch & Control)
12959	BLOCK HEATER, ENGINE {Phillips} 120 Volt/1250 Watt Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12NUP	ENGINE, DIESEL {MaxxFORCE DT} EPA 10, 260 HP @ 2200 RPM, 660 lb-ft Torque @ 1300 RPM, 2400 RPM Governed Speed Includes : AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only) : ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxFORCE Engines : COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control : CRUISE CONTROL Electronic; Controls Integral to Steering Wheel : ENGINE OIL DRAIN PLUG Magnetic : ENGINE SHUTDOWN Electric, Key Operated : FUEL FILTER Included with Fuel/Water Separator : FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted : GOVERNOR Electronic : OIL FILTER, ENGINE Spin-On Type : WET TYPE CYLINDER SLEEVES
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed
12UAU	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 1045 SqIn Louvered, With 373 SqIn CAC, With 369 SqIn LTR, With In-Tank Transmission Oil Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12UXG	FEDERAL EMISSIONS for 2010; MaxxFORCE DT Engines
12VBR	AIR CLEANER with Service Protection Element Includes : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable
120040	

POTHOLE PATCHER MOUNTED ON CHASSIS

Speed; Mounted on Steering Wheel

- 12VZA ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxFlex post 2007 Emissions Electronic Engines
- 12WZE EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Regulations
- 13ALZ TRANSMISSION, AUTOMATIC {Allison 3000_RDS_P} 4th Generation Controls; Close Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
Includes
: OIL FILTER, TRANSMISSION Mounted on Transmission
: TRANSMISSION OIL PAN Magnet in Oil Pan
- 13WBL TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission
- 13WLP TRANSMISSION OIL Synthetic; 29 thru 42 Pints
- 13WUC ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
- 13WYL SHIFT CONTROL PARAMETERS Allison Performance Programming in Primary and Allison Economy Programming in Secondary
- 14AHB AXLE, REAR, SINGLE {Dana Spicer S23-170} Single Reduction, 23,000-lb Capacity, R Wheel Ends . Gear Ratio: 5.57

Includes
: REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle
- 14VAH SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring
- 15SPB FUEL TANK Top Draw; D Style, Non Polished Aluminum, 19" Deep, 50 U.S. Gal., 190 L Capacity, Beveled Back of Tank, With Quick Connect Outlet, Mounted Left Side, Under Cab
- 16030 CAB Conventional
Includes
: ARM REST (2) Molded Plastic; One Each Door
: CLEARANCE/MARKER LIGHTS (5) Flush Mounted
: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window
: CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel

: DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted
: GLASS, ALL WINDOWS Tinted
: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side
: GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side
: INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color
- 16HBA GAUGE CLUSTER English with English Electronic Speedometer
Includes
: GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter
: ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout
: WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low

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Battery Voltage (Visual and Audible)

- 16HGH GAUGE, OIL TEMP, ALLISON TRAN
- 16HKT IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
- 16JNT SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
Includes
: SEAT BELT 3-Point, Lap and Shoulder Belt Type
- 16RPV SEAT, PASSENGER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust
Includes
: SEAT BELT 3-Point, Lap and Shoulder Belt Type
- 16SDL MIRRORS (2) {Lang Mekra} Rectangular, 7.44" x 14.84" & 7.44" sq. Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostatic Controlled, Black Heads, Brackets and Arms
- 16SDZ MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} Right and Left Side; 7.44" Sq., Bright
- 16VBU ACCESS, CAB Driver & Passenger Sides, With Two Temporary Steps on the Passenger side, for Conventional Cab
- 16VHG CAB MOUNTING HEIGHT EFFECTS Mid Cab in Lieu of Low Cab Mounting Height (Approx. 4") With Cab Air Suspension
- 16WCT AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster
Includes
: HEATER HOSES Premium
: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps
: REFRIGERANT Hydro fluorocarbon HFC-134A
- 16WJS INSTRUMENT PANEL Center Section, Flat Panel
- 16WRX CAB INTERIOR TRIM Deluxe
Includes
: "A" PILLAR COVER Molded Plastic
: CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering

: CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket
: DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors
: FLOOR COVERING Rubber, Black
: HEADLINER Soft Padded Cloth
: INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section
: STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door
: SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console
- 27DPL WHEELS, FRONT DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 9.00 DC Rims; With .500" Thick Disc, Non-Standard Offset and Steel Hubs
Includes
: PAINT IDENTITY, FRONT WHEELS White

POTHOLE PATCHER MOUNTED ON CHASSIS

28DMA	WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs Includes : PAINT IDENTITY, REAR WHEELS White
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels
7372130121	(4) TIRE, REAR 11R22.5 G182 RSD (GOODYEAR) 496 rev/mile, load range G, 14 ply
7382158103	(2) TIRE, FRONT 12R22.5 G287 MSA DURASEAL (GOODYEAR) 482 rev/mile, load range H, 16 ply

73. CHASSIS WARRANTY

- 73.1 TRANSMISSION WARRANTY 5 YEARS UNLIMITED MILES
- 73.2 Warranty 5 year 50,000 mile extended vehicle service coverage.
- 73.3 96 month 75,000 mile: air conditioning, heating, cooling, electrical, gauges,
lighting system, alternator 100% p & l
- 73.4 96 month 75,000 mile; MaxxForce Engine and Electronics Including Injectors,
100% p & l

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PROPOSAL

The undersigned bidder hereby agrees to furnish the goods or services specified and to otherwise fully meet all terms, conditions, and specifications contained in this Invitation to Bid without exception, unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

TWO ASPHALT/POTHOLE PATCHER MOUNTED ON A CHASSIS in accordance with these specifications and provisions:

NET DELIVERED UNIT PRICE: \$ _____ X 2 = \$ _____
Each

LESS TRADE IN FOR TWO USED PATCH TRUCKS \$ _____

TOTAL BID PRICE \$ _____

Body
Manufacturer _____ MODEL NO. _____

CHASSIS
MANUFACTURER _____ MODEL _____

DELIVERY DATE _____ CALENDAR DAYS AFTER RECIEPT OF AWARD

IN-HOUSE CITY WARRANTY REIMBURSEMENT RATE:

CAB/CHASSIS \$ _____ / HR.

BODY \$ _____ / HR.

ADDRESS WHERE RECLAIMER BODY PARTS CAN BE OBTAINED OTHER THAN THE BIDDER:

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company
(Continued through Page 34)

PROPOSAL

OPTION #1

OEM Sander Attachment

Inclusive of all components (hardware, electrical, hydraulic) necessary for a functioning sander unit.

Unit shall be capable of broadcasting material from 4 to 40 feet.

Broadcasting spinner shall have six (6) formed polyurethane blades.

System shall be closed loop

Conveyor rate sensor to mount on rear shaft.

OPTION #1 PRICE:\$ _____

MANUFACTURER _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

(Continued through Page 34)

POTHOLE PATCHER MOUNTED ON CHASSIS

PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

City State Zip Code

Telephone /Fax No./Cell Federal Employer ID#

E-Mail Address Date

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

Contract No. _____ Contract Term: _____

Purchasing Agent

Date: _____



City of Rochester

Bureau of Purchasing

Department of Finance

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal invitation to bid, purchase order or other award issued by the City Purchasing Agent, unless otherwise specified. Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error.)

Subject to applicable Federal, State and Local laws, ordinances, rules, regulations and limitations, bids on all advertisements and invitations issued by the Department of Finance, Purchasing Bureau will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation to Bid.

CONDITIONS OF BIDDING

1. **Proposal Forms:** Bids shall be submitted only on the forms provided by the City. The bidder shall retain one copy for his files and submit two (2) copies signed and sealed in the envelope provided by the City for that purpose. When using an envelope other than the one provided by the City, the following required information must be entered in the lower left corner on the face of the envelope: Bid Number, Bid Title, Bid Open Date and Time, and Submitted By. The envelope must be mailed or hand delivered to the Office of the Purchasing Agent, City Hall, Room 105A, 30 Church St., Rochester, NY 14614.
2. **Late Bids:** Formal bids, amendments thereto, or requests for withdrawal of bids received by the City after time specified for bid opening will not be considered.
3. **Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the City prior to the specified time of opening.
4. **Mailing of Bids:** Bids which are to be publicly opened will have attached a special mailing envelope which must be used by bidders in presenting such bids. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used. Bids not received in the actual office of the Purchasing Agent at the time established for bid opening will not be considered, even if mailed earlier.
5. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid.

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6. **Bids Binding 45 Days:** Unless otherwise specified, all formal bids submitted shall be binding for forty-five (45) days following bid opening date unless the bidder(s), upon request of the Purchasing Agent, agrees to an extension.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Payment Terms:** Prompt payment discounts allowing less than thirty (30) days for discount to apply shall not be considered as a cost factor in the evaluation of bids. In connection with any prompt payment discount offered, time will be computed from the date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
9. **Bids for All or Part:** Unless otherwise specified by the City or by the bidder, the Purchasing Agent reserves the right to make award on all items, or on any of the items according to the best interests of the City. The Purchasing Agent shall further have the right to award separate items or groups to different vendors. Bidder may restrict his bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon. Any bid in which the bidder names a total price of all the articles without quoting a price on each and every separate item may be rejected at the option of the City.
10. **Errors in Bids:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes in bids should be initialed.
11. **Questions Re: Specifications:** Except for Public Works, any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids.

DO NOT MAKE INQUIRES BY PHONE OR IN PERSON.

No inquiries, if received within five (5) days of the date set for the opening of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be sent by ordinary or certified mail, at the City's option, to all prospective bidders no later than three (3) days before the date set for opening of bids. Oral answers will not be binding on the City.

12. **Response to Invitations:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation, Bid, and Agreement" attached hereto, please return the Invitation, Bid and Contract form with an explanation as to why you are unable to bid on these requirements. (Because of the large number of firms listed on the City's qualified lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporation who fail to respond after having been invited to bid on a commodity or commodities for three successive bid openings). City reserves the right to delete.
13. **Multiple Bids:** No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF THE BIDDER SHOULD SUBMIT MORE THAN

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ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE CITY PURCHASING AGENT.

14. **Taxes:** The City of Rochester is exempt from State and Local sales and use taxes under Certificate No. AC 946 and is exempt from paying Federal excise taxes.
15. **Catalogs:** Each bidder shall submit in duplicate where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the material or work he proposes to furnish.
16. **Competency of Bidder:** No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or had failed to perform faithfully within the prior three (3) years of any contract with the City. The bidder must present within 48 hours of a request, evidence of performance ability satisfactory to the Purchasing Agent and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

BID DEPOSIT

17. **Bid Bond, Cash, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in the State of New York, or by a cashier's check, certified business check, Treasurer's check or other direct obligation drawn on a responsible bank doing business in the United States, and shall be made payable to the City of Rochester, unless the bidder has on file with the Purchasing Agent an annual bid bond approved by the City with an uncommitted balance equal to the certified check requirements. When computing amount of Bid for Certified Check purposes, do NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of certified checks.
18. **Annual Bid Bonds:** Bidders who regularly do business with the City shall be permitted to file with the Purchasing Bureau an annual bid bond in the amount specified below. Such annual bonds shall be acceptable as surety in lieu of the furnishing of surety with each individual transaction.

Annual bid bonds shall be in an amount as determined by the bidder, of no less than Three Thousand Five Hundred Dollars (\$3,500.00). If at any time, the requirements of a specific bid invitation exceed the amount of the annual bid bond, or should the aggregate amount of the bid security requirements on all unresolved bids submitted by your firm exceed the amount of the annual bid bond, additional surety will be required in the appropriate sum.

19. **Performance Bond:** The successful bidder or bidders on this bid must furnish a performance bond as indicated on the bid cover, made out to the City of Rochester, prepared on an approved form or on a form supplied by an approved surety, as security for the faithful performance of his contract, within ten (10) days of his notification that his bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact

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business in the State of New York. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

The successful bidder or bidders, upon failure or refusal to furnish within ten (10) days after his notification the required performance bond, shall forfeit to the City of Rochester as liquidated damages their bid deposit. At its option, the City shall have the right to accept cash, certified checks, letters of credit or such other security as the City deems appropriate in satisfaction of the foregoing bond requirements.

20. **Samples:** The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted. Bidders who are not awarded a bid must remove their samples as soon as possible after award has been made on the item or items for which the samples had been submitted. The City will not be responsible for such samples if not removed by the bidder within thirty (30) days after the award has been made.

Bidders shall make all arrangements for delivery of samples to place designated by the City as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder. All samples packages should be marked "Samples for Purchasing Bureau" and each sample should bear the name of the bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid, and in such cases the City will not be liable for the loss of samples.

SPECIFICATIONS

21. **Trade Names:** In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of his proposal exactly what he proposes to furnish, and forwards with his bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by the bid.

The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

22. **Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever herein mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. standards, or similar expressions, the requirements of these laws, ordinances, etc. shall be construed as the minimum requirements of these specifications.

AWARD

23. **Award or Rejection of Bids:** The contract will be awarded to the lowest possible and responsive bidder complying with the provisions of the Invitation, provided the bid price is reasonable and it is to the interest of the City to accept it. The Purchasing Agent reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the City. The Purchasing Agent also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder where investigation shows the bidder is not in a position to perform the contract.

In determining responsibility, the following other qualifications, in addition to price, will be considered by the Purchasing Agent:

- a) The ability, capacity and skill of the bidder to perform the service required within the specified time.
- b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c) The quality of performance of previous contracts or services.
- d) The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the City and to the bidder's employment practices.
- e) The sufficiency of the final resources and ability of the bidder to perform the contract or provide services.
- f) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- g) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- h) Whether the bidder is in arrears to the City, in debt on contract, is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.
- l) Such other information as may be secured by the Purchasing Agent having a bearing on the decision to make the award.

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In determining a bidder's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the bidder's liability.

24. **Notice of Acceptance:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the Invitation to Bid shall be deemed to result in a binding contract without further action by either party.
25. **Tie Bids:** If two or more bidders submit identical bids and are equally qualified, the decision of the City to make award to one or more of such bidders shall be final. Selection may be made by drawing lots.
26. **Resident Bidders - Preference:** Price and other factors being equal, preference may be given first to resident bidders of the City, except when in the judgment of the City such purchases would operate to the disadvantage of the City, and selection by drawing lots shall not apply where the tie bids are between a resident and non-resident bidder.
27. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for at contract prices all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any unordered balances as of the contract expiration date unless the contractor furnishes the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
28. **Requirements Bid Quantities:** On "Requirements" bids, acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered.
29. **Availability of Funds:** The City shall be obligated to pay for goods and services received only to the extent that money has been appropriated and encumbered for such purpose. The contractor in turn shall be obligated to perform only so long as money is available to pay for the goods and services it supplies. If this contract extends through one fiscal year of the City into the next year, the City's obligations hereunder shall be specifically limited to and shall be conditioned upon the appropriations for such following year.
30. **Contract Alterations:** The contractual terms, conditions and provisions of this contract, including all general conditions and instructions to bidders, shall not be modified by the bidder. The Purchasing Agent shall have the right, at his option, to treat any bid submitted with additional or differing contract provisions as informal or to ignore such additional provisions and to award as if such additional provisions had not been submitted by the bidder. This section shall not apply if the request for bids or the specifications specifically invite the bidder to submit additional or modifying provisions, but only to the extent that such additional or modifying provisions are requested by and are acceptable to the Purchasing Agent. Where the bidder submits a bid for goods or services which vary from the City's specifications, the decision of the Purchasing Agent of whether such goods or services are functionally equivalent to the goods or services requested by the City shall be final. Alterations or changes in the specifications of the goods or services furnished under this contract can only be made upon the written authorization signed by the Purchasing Agent, and any other alteration or modification that is not signed by

the Purchasing Agent or his designated representative shall be void. Alterations in contract language shall further require the approval of the City Department of Law.

31. **Term of Contract:** This contract shall remain in force for the period specified unless extended by mutual consent of both parties or terminated as provided herein.
32. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a) terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
 - b) extended upon written authorization of the Purchasing Agent and accepted by contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
33. **Subletting of Contract:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation without the previous written consent of the City Purchasing Agent, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.
34. **Default:** The contract may be cancelled or annulled by the Purchasing Agent in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to next low bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. Provided, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Agent, shall constitute contract default.
35. **Delivery Failures:** Failure of a Contractor to deliver within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Contractor shall reimburse the City within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices or the City shall have the right to deduct such amount from monies owed the defaulting Contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
36. **Non-Liability:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing

Agent's opinion, is beyond the control of the contractor. Under such circumstances, however, the Purchasing Agent may at his discretion, cancel the contract.

37. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.

38. **Equal Employment Opportunities:**

a) The City of Rochester, New York reaffirms its policy of Equal Opportunity in its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Employment Opportunity, in accordance with the requirements set forth herein. This policy is adopted pursuant to the City's Affirmative Action Plan, Article XV, Contract Compliance. The City does not discriminate on the basis of handicap status as defined in 31 CFR Part 51, in admission, access to, or treatment or employment in its programs and activities. The City is including this policy statement in all bidding documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall agree to comply with State and Federal Equal Opportunity laws and regulations and Federal regulations 31 CFR Part 51 and shall submit documentation regarding Equal Employment Opportunity upon the City's request.

b) Definitions:

1. Good Faith Effort - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.
2. Minority Group Persons - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

c) Compliance: The Contractor shall comply with all of the following provisions of the Equal Employment Opportunity Requirement:

1) The Contractor agrees that he will not discriminate against any employee for employment because of race, color, religion, sex, age, or of employees for performance of work under this Agreement or any subcontract hereunder, the Contractor and its subcontractors, if any, shall not, by reason of race, creed, color, sex, age or national origin, discriminate against any person who is qualified and available to perform the work to which the employment relates. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin.

2) If the Contractor is found guilty of discrimination in employment on the grounds of race, color, sex, religion, age or national origin by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Employment Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City

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on account of such cancellation or termination and the Contractor shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Contractor can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

3.The Contractor shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

39. **Purchase of Products from Companies Doing Business in Northern Ireland Supporting Fair Employment:**

1.The vendor understands that the City has adopted a policy prohibiting contracting for goods or services with a person, firm, or corporation doing business in Northern Ireland, who does not support fair employment without religious discrimination and does not cooperate with agencies monitoring equal opportunity employment.

2. If, because of applicable law, a contract is awarded to a contractor who does not support equal opportunity employment without religious discrimination, the contractor must submit a statement to the Director of Finance detailing the reasons for such nonsupport of fair employment.

40. **Guarantee:** Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship of all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation, workmanship, or materials, the Contractor, at his expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City as least detrimental to the operation of City business.

41. **Placing of Orders:** Orders against contracts will be placed with the Contractor on either a Purchase Order or Blanket Purchase Order executed and released by the Purchasing Agent. Telephone orders placed directly with the contractor by the ordering Agency may be authorized by the Purchasing Agent only after execution of a Blanket Purchase Order.

42. **Provisions for Other Agencies:** Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid that he will make available to all City agencies and departments and the City School District the bid prices he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

DELIVERY PROVISIONS

43. **Responsibility for Materials Shipped and Risk of Loss:** The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated point

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and received, properly installed if necessary, and accepted by the City and the Contractor shall bear all risk on rejected materials or supplies. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure to do so within ten (10) days after notification, the City may return the rejected materials or supplies to the contractor at his risk and expense, or dispose of them as its own property.

44. **Inspections:** Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.
45. **Time of delivery:** Deliveries will be accepted between 9:00 A.M. and 4:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or Holidays.
46. **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

The Purchase Order Number

The Name of the Article and Stock Number (Supplier's)

The Quantity Ordered

The Quantity Shipped

The Quantity Back Ordered

The Name of the Contractor

Bidders are cautioned that failure to comply with these conditions SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.

47. **FOB Destination Delivery:** Unless otherwise specifically stated in the City's request for bids, all goods, equipment and materials shall be delivered to the location designated by the City. The bidder shall include in his bid price all reasonable and necessary transportation, shipping, handling and delivery charges. Delivery shall not be complete until the goods, etc. are placed in the building, room, or other location specified by the City, either in the bid documents or in the Purchase Order.
48. **General Guaranty:** Contractor agrees to:
- a) save the City, its agents and employees harmless from liability of any nature or kind for the use of copyrighted or non-copyrighted composition, secret process, patented or non-patented

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invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.

b) protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

c) furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other contractors for which he or his workmen are responsible.

d) pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City and the State of New York.

49. **Indemnity:** Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the City in consequence of the granting of this contract or which may in anyway result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.
50. **Collusive Bidding:** The Bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
51. **Identical Bidding:** Executive Order No. 10946: All identical bids submitted to the City as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount may at the discretion of the City, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.
52. **Employees Not To Benefit:** As a prerequisite for the payment pursuant to the terms of this contract, there shall be furnished to the City a statement under oath that no employee or officer of the City, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the contract. Upon request by the City, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that violation of the

intent of this provision exists shall be declared null and void and all monies received by the Contractor shall be returned to the City.

Any person executing a false statement or violating the provisions of this section shall be subject to possible prosecution.

53. **Child Labor:** Pursuant to Resolution No. 37-38 of the City of Rochester, the bidder certifies to the best of his/her knowledge that Child Labor has not been employed in the manufacture of the materials, supplies, the containers thereof, or services represented hereon.
54. **Prevailing Wages:** Bidder hereby certifies that to the extent applicable to this contract the wage rates to be paid to employees on this contract shall be in conformity with the wage rates established by the Comptroller pursuant to and in conformity with Section 220 of the New York State Labor Law. To the extent that prevailing wages are not applicable to the contract, the bidder hereby certifies that he/she shall pay employees working hereunder the minimum wages established by law.
55. **Testimony Concerning Contracts:** The refusal of the vendor, or any of its officers, directors, partners, members or agents, when called before a Grand Jury, to testify concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, shall disqualify the vendor and such officer, director, member or agent thereof from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation in the State of New York or any public department, agency or official thereof, for goods, works or services, for a period of five (5) years after such refusal and any or all contracts made with any municipal corporation or a public department, agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be cancelled or terminated by the municipal corporation without any liability on the part of the municipal corporation or any penalty or damages on account of such cancellation or termination.
56. **Status As Independent Contractor:** The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he shall conduct himself in a manner consistent with such status, that he will neither hold himself nor his employees out as, nor claim to be an officer or employee of the City by reason hereof, and that he and his employees will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage, and retirement membership or credit.
57. **Audit:** The Contractor agrees to permit on-site inspection and auditing of all records, books, papers, and documents associated with this Agreement by authorized representatives of the City, and further agrees to provide necessary staff support for the performance of such audit. The Contractor agrees to maintain for a period of three (3) consecutive years following termination of this Agreement any and all records, reports and other documentation arising from the performance of this agreement; however, this period shall be extended beyond three years for any and all

records and information pertaining to unresolved questions, which have been brought to the Contractor's attention by written notice by the City.

58. **Compliance With All Laws:** The Contractor agrees that, during the performance of the work required pursuant to this Agreement, the Contractor, and all employees working under his direction, shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way their actions during their said performance of the work required by this Agreement. Furthermore, each and every provision of law and contractual clause required by law to be inserted in this Agreement shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.
59. **Extent of Agreement:** This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements, and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by its authorized agent.
60. **Law and Forum:** This Agreement shall be governed by and under the laws of the State of New York and the Charter of the City of Rochester. The parties further agree that the Supreme Court of the State of New York, held in and for the County of Monroe shall be the forum to resolve disputes arising out of either this agreement or work performed according thereto. The parties waive all other venue or forum selections. The parties may agree between themselves on alternative forums.
61. **No Waiver:** In the event that the terms and conditions of this agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.
62. **Severability:** If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the laws of the State of New York.

NOTICE TO BIDDERS

Effective October 1, 1984, Section 38, Part a) of the General Conditions and Instructions to Bidders incorporated in this document has been amended to read:

38. Equal Opportunities:

- a) The City of Rochester, New York reaffirms its policy of equal opportunity in its commitment to require all contractors, lessors, vendors, and suppliers doing business with the City to follow a policy of equal opportunity, in accordance with the requirements set forth herein. This policy is adopted pursuant to the City's Affirmative Action Plan, Article XV, Contract Compliance. The City does not discriminate on the basis of handicap status as defined in 31 CFR Part 51, in admission, access to, or treatment or employment in its programs or activities. The City is including these policy statements in all bidding documents, contracts, and leases. Contractors, lessors, vendors, and suppliers shall agree to comply with State and Federal equal opportunity laws and regulations and Federal regulation 31 CFR Part 51 and shall submit documentation regarding equal opportunity upon the City's request.

Effective June 15, 1989, the General Condition and Instructions to Bidders incorporated in this document has been amended by the insertion of the following new section:

38(A). Purchase of Products from Companies Doing Business in Northern Ireland Supporting Fair Employment

- 1) The vendor understands that the City has adopted a policy prohibiting contracting for goods or services with a person, firm, or corporation doing business in Northern Ireland, who does not support fair employment without religious discrimination and does not cooperate with agencies monitoring equal opportunity employment.
- 2) If, because of applicable law, a contract is awarded to a contractor who does not support equal opportunity employment without religious discrimination, the contractor must submit a statement to the Director of Finance detailing the reason for such nonsupport of fair employment.