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**PRINTED NAME OF BIDDER**

**GRAPPLE LOADER & DUMP BODY, CHASSIS MOUNTED**

Invitation to Bid No. 120530      Issued: Tuesday, October 1, 2012

**PURCHASING BUREAU CONTACT:** Tymothi Howard, Purchaser, (585) 428-1119

**BID OPENING:** Tuesday, October 1, 2012 at 11:00 AM

**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 the signature page and is incorporated into the bidding document and contract by reference.

**CONTRACT CHARACTERISTICS**

(For definition or explanations, see General Conditions)

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

Bid Deposit Requirement: NONE

Performance Security Requirement: NONE

Insurance Requirement: YES, SEE SECTION 58

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.

**NON OFFICIAL USE TO BID**



1. GENERAL INTENT OF SPECIFICATIONS

- 1.1 The following specifications are intended to meet the requirements of the City of Rochester for the purchase of hydraulically operated knuckle boom trash loaders, 18 ft. with 24 cu. yard dumping body to be used in the collection of bulky waste items such as: appliances, furniture, brush, leaves, building materials, etc., on a 2013 International 7400 SFA 4x2 chassis owned by the City of Rochester.
- 1.2 Wherever in these specifications a particular make or model number is indicated, it is done solely to establish the level of quality desired. This should not be interpreted to mean that the make or model specified is the only one acceptable.
- 1.3 However, if the bidder submits a bid on a make or model other than specified, he must present with his bid detailed specifications describing the items he proposes to furnish.
- 1.4 The bidder shall point out in detail where the item(s) he proposes to furnish differs from the items called for in these specifications. The Purchasing Agent of the City of Rochester reserves the right to consider whether in his judgment, a substitute meets the requirements of these specifications, and the Purchasing Agent's judgment shall be considered final.
- 1.5 Where any part or parts of the equipment are not specified or specifically mentioned, it shall be understood that what is usually provided as the manufacturer's stock model shall be furnished together with full appurtenances, complete and ready for operation.

2. BASE BID

The Bidder's attention is called to the fact that the Proposal and Bid Form require, under Base Bid, the Net Delivered Price covering the item(s) specified. Any deductions for freight allowance, cash discount, or quantity rebate should be included in the total net price as given on the Bid Form, and should not be listed as separate items.

3. CONTRACT PERIOD

Contract period shall be for ninety (90) calendar days. The Contract shall commence on the date of Award.

4. PRICES

It shall be understood and agreed that the prices bid shall be firm (not subject to change) for at least ninety (90) calendar days after contract award.

5. QUANTITY

Advertisement and receipt of bids for any 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.

6. 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 final total cost must be authorized by a Change Order approved by the Purchasing Agent.

7. INSTRUCTIONS TO BIDDERS

7.1 Proposals will be received by the Purchasing Agent of the City of Rochester in accordance with Contract Documents set forth herein.

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

8. COMPLIANCE WITH LAWS

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

9. 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.

10. DELIVERY DATE

10.1 The City of Rochester requires delivery of the Equipment as soon as possible, but not later than ninety (90) calendar days from date of receipt of cab chassis. The unit(s) shall remain the property of the bidder until accepted by the City of Rochester. Upon delivery, the unit(s) shall be thoroughly tested in operation in the presence of an authorized representative of the City to check the performance of the equipment and the 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.

- 10.2 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.

11. DELIVERY

The cab/chassis will be drop shipped from the chassis manufacturer to the body plant. The successful bidder of the Body Contract shall deliver the completed units F.O.B. to the chassis dealer in Rochester, New York.

12. EXTENSIONS OF TIME - EXCUSABLE DELAYS

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

12.1.1 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;

12.1.2 Acts of the City, including but not limited to changes in the method or the scope of work covered by the contract, and/or order of the Purchasing Agent;

12.1.3 Causes not reasonably foreseeable by the parties to this contract at the time for the 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 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,

12.1.4 provided, however, that the Contractor notifies the Purchasing Agent in writing within ten (10) days from the beginning of any such delay detailing the causes of the delay.

- 12.2 Upon receipt of such notification, the Purchasing Agent shall ascertain the facts and the cause and extent of the delay. If, in the opinion of the Purchasing Agent, the delay is properly excusable based on the facts and terms of the contract, the Purchasing Agent may extend the time for completing delivery for a period of time commensurate with the period of excusable delay.

- 12.3 It is further agreed that the foregoing occurrences shall not result in any claim for damages or contract adjustment other than extension of time.

13. QUALIFICATION OF BIDDER

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

13.1.1 That the manufacturer(s) or bidder(s) has in operation a factory adequate for and actively engaged in the manufacture of the equipment which he proposes to furnish.

13.1.2 That there are at least five hundred (500) 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 EQUIPMENT being 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 his satisfaction that the model to be furnished has met such field tests.

13.1.3 That it has or will have in operation in or reasonably near the City of Rochester, a service station adequately equipped and carrying in stock sufficient parts and service and regularly employs qualified personnel to render prompt and efficient service on the equipment bid upon.

13.2 Bids will be considered only from boom truck and body manufacturers and from authorized dealers of such manufacturers.

13.3 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. The City reserves the right to reject any proposal from any person, firm or corporation that has failed to perform faithfully on any previous contract with the City.

14. METHOD OF AWARD

This bid will be awarded to a responsive and responsible bidder based on the lowest TOTAL BID PRICE.

15. REJECTION OF BIDS

- 15.1 The City of Rochester reserves the right to reject any and all bids or proposals if the best interest of the City of Rochester will be served by such action.
- 15.2 The Purchasing Agent reserves the right to reject any bid that is unrealistic or where a disproportionate unit cost is proposed.
- 15.3 The Purchasing Agent reserves the right to reject any bidder who proposes an unacceptable product or cannot prove to the satisfaction of the City its ability to execute the terms and conditions of this contract.

16. 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.

17. INTERCHANGEABILITY

- 17.1 All assemblies, sub-assemblies and component parts, etc., of the items supplied under these specifications shall be interchangeable throughout the quantity of units supplied.
- 17.2 The items furnished under these specifications shall be new and shall be the manufacturer's current production model.

18. INFORMATION TO BE FURNISHED WITH BID

18.1 The bidder shall submit with the 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.

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

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

19. MOTOR VEHICLES REGULATIONS

The Equipment 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 meet all safety standards required by the Federal Motor Vehicles Safety Standards established by the National Traffic Safety Administration, and the safety standards required by O.S.H.A. with reference to the operation of such vehicle(s) within the State of New York.

20. SERVICING

Each vehicle shall be completely serviced. Service shall include not less than the following: lubrication, wash, wiring and lighting check, body conditioning, and all other checks and adjustments required for proper complete servicing of new equipment. Particular attention shall be given to wiring, 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.

21. INSPECTION OF WORK

- 21.1 Representative 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, subcontractors and material suppliers, whenever any items for this Contract are being prepared or manufactured.
- 21.2 If, during the final inspection of item or items to be furnished under this contract, any are found to be defective, or 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.
- 21.3 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 expenses connected therewith will be the responsibility of the Contractor.

22. PAYMENT OR ACCEPTANCE NOT CONCLUSIVE

- 22.1 No payment made under this contract shall be conclusive evidence of the performance of the contract, either wholly or in part, and no payment for the delivery of the items in whole or in part shall be construed as acceptance of defective work or improper materials, nor relieve the Contractor from making good the defects.
- 22.2 The final acceptance shall not be binding upon the City of Rochester or 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 City of Rochester shall have the right, notwithstanding final acceptance and payment, to cause the items or item 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.

23. GUARANTEES AND WARRANTIES

- 23.1 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 submitted.
- 23.2 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. This rate will not be less than 60% of the average labor rate of local dealers in the area. Warranty reimbursement is to be made in check form, not credit. Shipping for all warranty return parts will be paid by the Body contractor. This is not an attempt to replace the dealer as a warranty repair facility but to reduce costs to the City and return vehicle in service as soon as possible.
- NOTE: Failure to approve and certify the City of Rochester's Equipment Services Division as a factory/manufacturer warranty repair facility will classify this document as an informal bid and subject to rejection.
- 23.3 When operational restraints do not permit the Equipment Services Division to repair and/or replace defective parts or sub-assemblies, the City will require the contractor to perform warranty repairs.
- 23.4 The contractor will be required to supply the City all dollars amounts for each warranty claim performed by that contractor.
- 23.5 The Contractor shall guarantee all equipment furnished for a period of three (3) years from date of in service if such equipment is not included in the manufacturer's standard warranty.
- 23.6 The Contractor hereby warrants and guarantees for a period of three (3) years from date of equipment being placed in service, at his own expense and without any cost to the City, to 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 three (3) year minimum warranty shall be deemed to be part and parcel to these specifications.
- 23.7 Contractor shall also furnish a copy of the standard factory warranty.
- 23.8 Major structural components shall be warranted for three (3) years, and hydraulic components for two (2) years. A list of all covered major structural components must be submitted with the bid.
- 23.9 In-service date will be provided by the City to the successful bidder once the City has completed its internal in-service process.

24. PAYMENT

- 24.1 Payment will be made by the City to the Contractor upon execution of an invoice by the Contractor within thirty (30) days after the equipment has been delivered, inspected and accepted, and approved by the Purchasing Agent in conjunction with the ordering department's representative for equipment purchases.
- 24.2 When a Body 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.
- 24.3 The invoice(s) shall be forwarded to the "Ordered By/Dir To" department as listed on the City Purchase Order.
- 24.4 The invoice(s) shall include not less than the following:
- 24.4.1 City Contract Number
  - 24.4.2 Year, Make and Model of BODY(S) and CHASSIS
  - 24.4.3 Delivery Date
  - 24.4.4 Location of Delivery

25. CERTIFICATES, MANUALS AND WARRANTIES

- 25.1 When the units are delivered, the Contractor shall deliver to the Purchasing Agent:
- 25.1.1 Documents of Title
  - 25.1.2 Certificates of Title
  - 25.1.3 Warranty and Guarantee Certificates
  - 25.1.4 Certification specified in the Contract
  - 25.1.5 Manuals specified in the Contract
  - 25.1.6 MSDS for all fluids and lubricants supplied under this contract

26. SPECIAL NOTICE TO BIDDERS

- 26.1 The successful bidder may have to furnish 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 receipt of Purchase Order.

- 26.2 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 five (5) 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, may be deemed sufficient grounds for cancellation of the contract. The City of Rochester Purchasing Agent's decision on these matters shall be accepted as final.

## 27. DEFAULT

- 27.1 The City may, subject to the provisions of paragraph 5 by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
- 27.1.1 If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
- 27.1.2 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.
- 27.2 In the event the Purchasing Agent or the City terminates this contract in whole or in part as provided in paragraph .1 of this section, 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 section.
- 27.3 The Contractor may be liable for any excess of costs unless he or she can prove 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.

## 28. PERFORMANCE CHARACTERISTICS

28. 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 which 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 Purchasing Agent of the City of Rochester, whose decision shall be final.

- 28.2 The specifications are to establish a minimum acceptable standard. All products equal to these specifications will be considered provided they meet the following criteria and specifications.

29. 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 knowledge and belief:

- 29.1 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.
- 29.2 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.
- 29.3 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.

30. PARTS AVAILABILITY

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 five years. In the event that during such five-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 the time frames standard in the industry.

SPECIFICATIONS ARE AS FOLLOWS:

31. PEDESTAL

- 31.1 To be an open A-Frame type to allow flexing under repeated load shocks; total height not to exceed seven feet from mounting plate to top of pedestal/main boom connecting point.
- 31.1.1 Pedestal legs are to be constructed of low carbon steel structural tubing.
- 31.2 Spindle post to be single piece, high strength solid steel (ASTM4140) turning on (ASTM-D4020-81) cast nylon bearings. Welded spindle/head assembly is to be stress relieved prior to installation.
- 31.3 Boom rotation to be accomplished by a direct drive 360° planetary gearbox with radial piston hydraulic motor. This actuator must be mounted by means of a torque arm assembly; rotation limited to 240°. Sprocket ring and rack and pinion are not acceptable. (Note: Both of these types will need increased maintenance. Bolts will need to be torqued and lubricated after every use, and are not in an easy location to get a torque wrench on.)
- 31.4 For ease of maintenance, all hoses between boom tubing and control valve are to be plumbed in front of the pedestal.

32. BOOM CONSTRUCTION

- 32.1 Main boom to be comprised of two 4" x 8" x 3/8" thick high tensile steel tubes, connected to each other only at their center line to allow a shock absorbing flexing action of the boom.
- 32.2 Tip boom to have an extendable/retractable telescopic section controlled from the operator's platform; must have mechanical stops to prevent cylinder stress.
- 32.3 The inner and outer sleeves of the telescopic section must be separated by replaceable cast nylon wear blocks on all four (4) sides to prevent metal-to-metal wear.
- 32.4 Grease fittings on the boom assembly must be screw-in type; press in will not be accepted.
- 32.5 Hydraulic hoses for the telescopic section must be enclosed in steel box for protection. Exposed boom tip extension hoses shall not be permitted.

33. BOOM REACH

From center of rotation to center of bucket connection shall be not less than 20 feet with tip extended.

34. LIFT CAPACITY

Minimum 3,200 pound payload capacity at 20 feet; the weight of all attachments must be deducted from this capacity.

35. BOOM CONNECTION POINTS

Boom connection points must be equipped with replaceable cast nylon or bronze bushings, and 2" bolt with castellated nut to prevent spreading of the connection pivot point.

36. CLAW BUCKET

To be a special municipal claw bucket actuated by two single acting or one double acting cylinder. The bucket must be capable of continuous rotation with no need for a physical stop. It must be four (4) feet long with an opened width of five (5) feet between the claw. All pipe elbows must be one piece steel; two piece aluminum will not be acceptable. Bucket must close completely along the cutting edge. This bottom edge of bucket must be flat reverse curve type (anti-scrapping) to prevent lawn damage. No hydraulic hoses below bucket rotator.

36.1 Both sides of bucket shall have replaceable hardened steel cutting edges.

36.2 Both sides of bucket are to be linked so that sides close in unison.

36.3 Outside skin of the bucket shall not be less than 3/16".

36.4 Bucket to have a minimum of 5 ribs per side.

37. POWER SOURCE

Transmission mounted power take-off coupled directly to the hydraulic pump (no drive shaft) and shall be hot shift type with LED light to indicate when engaged.

38. HYDRAULIC COMPONENTS

38.1 Reservoir

Tank to be baffled and equipped with externally mounted suction and return filters with cut-off valves for easy servicing of filters, mounted on opposite side from chassis fuel tank. Total size of tank must be adequate to run hydraulic system. Fluid shall be low temp AW-32.

38.1.1 Tank to be equipped with a site gauge to check the hydraulic oil level, temperature gauge, and a vent filter.

38.1.2 Hydraulic tank must be mounted on the opposite side of the fuel tank for even chassis weight distribution.

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38.1.3 Must be equipped with over-speed protection to prevent overheating and damage to engine, hydraulic system, and major system components resulting from over-speeding the engine.

38.1.4 Hydraulic system to be equipped with tees and hydraulic fittings for use with the Parker filtration system. Fitting numbers are FEM5018FP and FEM5028FP, both with dust caps.

38.2 Cylinders

Double acting with heavy chromed rods and aluminum pistons

38.3 Main Boom

Cylinder and tip boom cylinder shall be the same size and interchangeable.

38.4 Tip Extension

To be trunnion mounted at the cylinder head.

38.5 Control Valves

Shall be stackable type with port reliefs

38.6 Pump

Single commercial Intertech P-20 - direct couple

38.7 Hot Shift P.T.O.

PTO activation interface system shall be provided to allow efficient collection operations with a single switch selection:

38.8 This vehicle will be equipped with an automatic transmission. The power source shall be "Hot Shift" P.T.O. "Hot Shift" automatically disengages the truck when the truck is placed in gear and re-engages when the truck is placed back in neutral (ready for hydraulic operation). This eliminates the possibility of damage to the hydraulic components that could result if the operator drives the vehicle with the P.T.O. engaged. Also provides for smooth engagement of P.T.O. with no grinding of gears.

38.9 Hydraulic Lines

Lines shall be braided hoses, rated at 4,000 lb. PSI working pressure, 16,000 PSI minimum burst. All steel tubing shall be JIC mechanical tubing with 12,000 PSI working pressure.

38.10 Pressure

Main relief set at 2500 PSI max

38.11 Safety locking valves to prevent leakdown or collapse in case of hydraulic hose ruptures – shall be installed on main lift cylinder, tip cylinder, two on the tip extension cylinder, and one on each vertical outreach cylinder.

### 39. ENGINE CONTROL

Engine is to be programmed for the proper RPM level and activated by a marine type heavy duty switch at the operator's station. Switch is to be fully sealed to prevent corrosion.

### 40. BOOM CONTROLS

40.1 Dual controls: Control platform to be located directly behind cab at the same height as the rear door of the cab to allow operator safe access from the truck cab. This provides the operator with superior visibility relative to the material being handled. A single bank of control valves to be mounted at the mid-point of loader, with control handles accessible from the operator platform on either side of truck. Control handle pattern must be the same on both sides of the truck. Control stick pattern as follows: from left to right: main boom, tip boom, tip extension, swing, bucket grab, bucket rotation, body up.

40.2 An LED warning light shall be installed to indicate when the boom is in an elevated position or not fully nested; location to be determined by the City.

40.3 A marine style horn button shall be provided at the control station within easy reach of the operator. This button shall be tied into the horn on the chassis.

40.4 An emergency shut-off switch, which shall also be marine style, shall be provided at the operator control station within easy reach of the operator.

40.5 Throttle control programmed to engine with a switch at operator's station.

40.6 All controls at operator's platform shall be mechanical over hydraulic, no electrical components accepted; weather proof, waterproof, and greaseless.

40.7 Steel hose guard for head and valve system. Guard located at the top of the main boom assembly. All loader and outrigger hoses to be sleeved.

40.8 All boom and outrigger control relays, fuses and electronic controls will be mounted under the front passenger seat for easy access and enclosed against dirt and weather.

### 41. PLATFORM

"Grip Strut" serrated steel walk platform is included for safe footing. This platform must be flush with the bottom of the rear bi-fold door. The door must be able to work freely and not get bound up by this platform. A step up or down from this platform into or exiting the cab will not be acceptable. The platform shall be mounted independently of the boom.

42. OUTRIGGER STABILIZERS

- 42.1 Hydraulically powered stabilizing outriggers will be mounted to the chassis frame directly behind the cab, in such a manner as to provide positive stability with the work platform at its maximum elevation and maximum rated loading at any point on the platform. Outrigger legs will be equipped with self-leveling pads. Unit will incorporate an outrigger interlock system so that the loader will not operate unless the outriggers are in the fully extended down position. Unit will also include a dash mounted LED red light and audible alarm which will sound until the outriggers are fully raised. Location of light and alarm to be determined by the City.
- 42.2 Outriggers to have steel pads with replaceable rubber inserts to minimize damage to pavement. They must telescope out and down to reach a horizontal distance of approximately twelve (12) feet between outer edges. Rubber insert size shall be minimum 1" x 12" x 12".
- 42.3 Outriggers will be equipped with conspicuity reflective safety tape which can be seen on all sides when in use. This tape must comply with L.O.T and NHSTA standards.
- 42.4 On the top of each outrigger shall be a Star model #203MV-1 strobe light.
- 42.5 Horizontal telescopic outrigger inner and outer tubing shall be separated by "Nylatron" bearings on all four sides to eliminate metal-on-metal wear.

43. OUTRIGGER CONTROLS

Full hydraulic controls will be located in the right rear compartment with an adjustable relief valve. There will be two control levers, one to control each outrigger. The right control lever will control the right jack, and the left control lever will control the left jack. Controls will be of the deadman fail safe type.

- 43.1 Outrigger control stick pattern as follows from left to right. Left outrigger, up and down, in and out.

44. BODY FLOOR

To be a single sheet of 1/4" smooth steel plate, 91" wide and 18 feet long, continuously welded to the sides and headboard.

45. HEADBOARD AND SIDEWALLS

To be 10 gauge smooth steel plate, 60" high, continuously welded to the floor. Top rails to be 3" x 4" formed 10 gauge steel, minimum 1/4". Headboard and sides to be less than 60" to accept main boom - swing approximately 42" from headboard. Located on the inside sidewall of the body will be three (3) lengths of 1-1/2" Angle Iron welded to the sidewalls, equally spaced from the bottom to the top and running horizontally.

45.1 Each unit to have continuous welds body sides, headboard and doors.

46. SIDE STAKES

To be 3" x 4" formed 10 gauge steel. Total of four (4) on the headboard, and ten (10) on the sidewall. Rear corner posts shall be ¼" formed plate that is tapered from a 4" width at the top to 12" width at the bottom to prevent side flair out.

46.1 Side stakes are to be constructed so bottoms of each side post are left open for drainage.

46.2 Lower portion of body sides to include a flat 2 ½" minimum rub rail going the full length of both sides of body.

47. SIDEWALL BASE STABILIZERS

To be ¼" steel, eighteen (18) feet long by six (6) inches wide placed on a 45° angle inside the body. Sidewall stabilizers to be continuously welded to both sidewall and floor, and to have welded on end caps.

48. CROSS SILLS

To be 4" structural channel, twelve (12) inches on center.

49. LONG SILLS

To be 8" structural channel.

50. SINGLE REAR DOOR

Heavy duty single rear door. Door to be fabricated from same material as the sides and must have an all around outside frame with two center upright braces and one center horizontal brace. Door to have a minimum of three hinges, each consisting of two 5/8" fabricated plates on the door and three ¾" fabricated plates on the corner posts. Door latch must have a minimum of two latch points. A safety chain shall be provided to act as a backup to the positive latch device. Safety chain must work when door is in the fully open or closed position. The door shall be built as to prevent any debris from falling out of the box.

51. HYDRAULIC HOIST

To be twin cylinder scissor type with a minimum 32 ton lift capacity. Hoist must raise the body to a minimum 45° dump angle without the rear of the body touching the ground.

51.1 Hoist must be hydraulically operated up and down.

52. TARP

Body to be equipped with a heavy duty self-winding load covering device. Manual winding will not be accepted.

53. WIRING AND LIGHTING

53.1 Wiring is to be for twelve (12) volts and shall be 14 gauge and of high quality.

53.2 All terminals or connectors shall be fully enclosed and impervious to salt, chemicals, and corrosion. Heat shrink and liquid tape for all electrical connections when "weather pac" connectors are not possible.

53.3 Exposed wiring and/or terminals and connectors not acceptable.

53.4 Stop light, tail lights, directional lights, and back-up lights shall be mounted at the rearmost section of the body and fully protected from damage. There is to be an additional set of brake lights mounted at the upper rear corner posts. All lighting shall be Truck-Lite L. E. D. flush mount.

53.5 All lights and lamps shall be heavy duty, shock resistant type and shall be shock-proof mounted and recessed in the out tails to protect them from damage.

53.6 All wiring shall be totally enclosed in plastic tubing and securely fastened to the body.

53.7 Marker lights shall be recess mounted. Truck Lite L. E. D.

53.8 Warning Light

LED amber warning lights, one (1) each mounted in upper rear corner posts.

53.9 Wiring

All exposed wiring outside of cab, boom, engine compartments and inside body shall be encased in polyethylene or loom covering, and securely fastened approx. every 10 inches. Circuits and equipment all to be properly protected by accessible circuit breakers. All circuit breaker, fuses, and wiring to be labeled for all troubleshooting system. The body junction box shall be water tight.

53.10 Lights and Reflectors

To meet or exceed Federal lighting standard.

53.11 Both strobe and rear alternating lights must come on when PTO is engaged and turn off when PTO is disengaged.

53.12 Conspicuity stripping shall run down full length of both sides of the body and the entire circumference of the rear door including the ICC bumper. This tape must comply with D.O.T and NHSTA standards.

GRAPPLE LOADER & DUMP BODY, CHASSIS MOUNTED

- 53.13 Unit shall include two (2) work lights on main boom assembly and work off a separate illuminated switch. This switch must work off ignition feed.
- 53.14 Curb side under-body work light also on an illuminated switch dash mounted with ignition feed.
- 53.15 All emergency lights, PTO, and strobe switches to use the International chassis upfitter/body builder switches located on the dash. Location of all add-on switches shall be determined by the City. Switch sequence to be PTO O/R strobe light, rear strobe lights, boom work lights and body work lights.
- 53.16 Units shall also be equipped with a mid-body turn signal lamp, Truck-Lite L.E.P.

54. LUBRICATION

Suitable lubrication devices for the outriggers and boom shall be provided at all points requiring lubrication and each lubrication point shall be easily accessible. Complete lubrication data including the type of lubricant, manufacturer's reference number, shall be furnished with the equipment. All fittings shall be screw-in type, pressure shall not be acceptable.

55. MOUNTING

- 55.1 Body and related equipment shall be mounted on chassis to be furnished by the City of Rochester.
- 55.2 Mounting shall be to chassis and body manufacturer's engineering specifications.
- 55.3 If it is necessary to move or relocate any vehicle components and/or trim the frame, it shall be the responsibility of the body contractor. Any component relocation and frame trimming shall conform to the chassis manufacturer's specifications and shall be approved in writing by the City prior to any relocation and/or change.
- 55.4 Welding to the truck chassis frame forward of the rear suspension will not be acceptable. Any other welding must be approved by the City.
- 55.5 Cutting and/or drilling the truck chassis frame from the point forward of the rearmost spring hanger by means of flame torching will not be acceptable.
- 55.6 Contractor shall be responsible for the stability of the whole unit.
- 55.7 The contractor shall be responsible for mounting the body(s) and hoist(s) on the chassis to give proper weight distribution.
- 55.8 Grapple loader and body must be fabricated and installed at the same factory, to assure and integrated operation.

56. SPLASH GUARDS

- 56.1 Heavy duty, resilient rubber type, rib design, 'Cord Impregnated' (tire cord composition), 24 in. x 30 in., and mounted at the rear of the rear wheels.
- 56.2 The rear flaps shall be hung from the body with chains.
- 56.3 Steel sheet splash guards mounted front of the dual rear wheels shall be constructed of 10 gauge steel, approximately 24 in. x 10 in., with 1 in. flange on each side, installed with 1 ½ in. flat stock bracing. Lower section shall consist of 14" of white rubber flap bolted to the bottom of the steel section. Entire unit shall be attached to the dump body.
- 56.4 Splash guards (flaps) shall be devoid of advertising.

57. BODY TRANSPORT

The cab/chassis manufacturer will drop-ship the chassis to the body plant. The body contractor shall return the completed vehicle to the Chassis dealer which will be in Rochester. Proof of transport insurance shall be supplied to the City in the form of a certificate from the insurance company prior to any contract award.

58. INSURANCE

The contractor shall provide to the City, for the transport of the chassis, a certificate listing the City of Rochester as additional insured for the amount of \$1,000,000, covering property damage and public liability, with no limit on aggregate liability less than \$2,000,000. The contractor will have ten (10) calendar days to provide this certificate or forfeit his rights to this contract.

59. TRUCK DATA

- 59.1 The cab and chassis supplied by the City of Rochester will be a 2013 International 7400 SFV, 4x2, (SA525).
- 59.2 C.A. - 134"
- 59.3 Wheelbase - 256"
- 59.4 Transmission - Allison 3000 RDS 6-speed automatic
- 59.5 Front Axle - Meritor 14,000 lb.
- 59.6 Rear axle - Dana Spicer 23,000 lb.
- 59.7 Engine - Maxx Force DT 466, 270 HP
- 59.8 GVWR 37,000

60. PAINING

- 60.1 The body, cab, boom and all related equipment shall be painted in accordance to the paint manufacturer's specifications, as specified herein.
- 60.2 The bodies and all the related equipment shall be coated with one (1) primer coat and then two (2) finish coats on exterior of body; interior of the dump body to receive one coat.
- 60.3 Prior to the application of any coatings, all surfaces shall be thoroughly cleaned and conditioned by means of abrasive blasting or City approved equal.
- 60.4 The primer shall be applied in accordance to the paint manufacturer's specifications and shall be lead free.
- 60.5 The two finish coats shall be DuPont Crear Enamel or equal and will match the cab/chassis Sikkons #4039 base coat clear coat and will be #15321 GREEN. The finish coat material shall be applied in accordance to the paint manufacturer's specifications and will match the cab and chassis in color.
- 60.6 Paints supplied under this contract shall be free of isocyanates, chromates and lead.
- 60.7 Total material thickness including primer and finish, shall be a minimum of 4.0 mils, dry film.
- 60.8 The thickness shall be measured by suitable gauge approved by the City of Rochester.
- 60.9 Body shall be undercoated to prevent rust and corrosion.
- 60.10 All paint shall meet current ANZI Zz45 standards.

61. MISCELLANEOUS

- 61.1 All reflectors shall be F. O. T. approved stick-on reflectors.
- 61.2 All instruments, gauges, switches, and overall body height shall be identified in a permanent manner, such as permanently secured plastic labels, Mylar decals, or epoxy lettering, tape is not acceptable.
- 61.3 The contractor shall furnish to the City a certified weight slip stating the vehicle's unladen weight. This data is to be furnished at time of delivery.
- 61.4 Each vehicle must be supplied with a 5 lb. fire extinguisher and D.O.T. emergency flare or reflector kit mounted inside the cab - exact location to be determined by the City.
- 61.5 14 G. A. steel heat shield located between the frame rails behind the rear door, bolt in.

- 61.6 The height of the vehicle will be placed on the dump body and on the dash of the truck.
- 61.7 Safety rear bumper and body prop to be included.
- 61.8 To be supplied with each unit will be one (1) long handle square shovel, one (1) rake, and one (1) street broom hung from the front of the body within easy reach from the ground.
- 61.9 Conspicuity striping on both sides and rear of Body, ANSI Z-295 standard.
- 61.10 Buzzers for the O/R interlock and the boom up warning will be well hidden from the operator.

62. ADVERTISING

Except for inconspicuous identification plates, serial number plates, precautionary instruction plates, etc., no name, trademark, dealer or other 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 the vehicle. In any instance of violation of these restrictions, the cost to the City of removal of such advertising will be deducted from contractor's outstanding claim voucher.

63. DATA PLATE

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

64. MANUALS

Manuals shall be provided as follows:

- 64.1 Operator's manual for the boom/body, two (2) per unit
- 64.2 CD is acceptable for service and parts manuals, (1) one each per unit.
- 64.3 A current set of electrical schematics (1) one per unit.

65. TRAINING

65. The contractor shall provide the services of qualified factory technician(s) 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 (1) day for operator training and minimum one (1) day for in-depth system diagnosis of boom operation for two shifts of City technicians.

- 65.2 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.
- 65.3 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 up to eighteen (18) months after the initial training. The contractor shall be so advised by the City ten (10) days prior thereto.
- 65.4 A videotape in DVD format shall be provided by the body contractor for operator training and shall include safety tips and the complete operation of the dump body, boom, etc.

66. SPECIAL NOTICE

The contractor shall furnish any and all bulletins, modification notices, service letters, and related addenda, throughout the life of the equipment being furnished under this contract. This data shall be sent to the City of Rochester, Bureau of Equipment Services, 945 Mt. Read Blvd., Rochester, NY 14606, Attention: Fleet Services Manager, Building 100.

- 66.1 It should be understood that the chassis manufacturer and the body manufacturer will be required to work closely together and exchange information regarding any omissions that they may identify in the bid specifications that would improve the quality and usability of the equipment specified, in order to provide the best possible completed unit to the City of Rochester.

67. WARRANTY REPAIRS

It will be understood that if a collection vehicle is in need of repair while on warranty, those warranty related repairs will be initiated on the vendor's next service department work shift. The vendor should also understand that the City of Rochester requires all warranty repairs to be completed in a reasonable time. In such cases the supplier will reimburse the City of Rochester for any parts and labor (flat rate) which may be performed while units and parts are under warranty. These repairs will only be attempted after notification to the supplier, and the defective part is provided to the supplier. Reasonable time will be calculated by the management of the City of Rochester.

68. INSPECTION OF WORK

- 68.1 Three (3) representatives of the City of Rochester will have free and safe access to the factory and shops of the chassis manufacturer for the purpose of final inspection. The cost of the inspection will be a separate line item price on the Proposal page and will be used to determine the contract award, but will not be considered as part of the cost of the cab/chassis.

68.2 Inspection time will be approximately four (4) days: two (2) days for travel and two (2) days for in-plant and unit inspection. The City reserves the right to extend the inspection period if conditions so warrant.

68.3 If upon delivery, the items fail to meet specifications in any respect in the opinion of the Purchasing Agent, the contractor will be notified and will arrange for their removal from City of Rochester property at his own expense. If the contractor fails to remove said items, the City of Rochester will arrange to have them removed at the expense of the contractor.

69. POLITICAL SUBDIVISIONS

Bidders should note that other political subdivisions may participate in the contract resulting from this bid award as authorized by General Municipal Law. Use of this contract by any other political subdivision must be coordinated between that subdivision and the contractor. The City will have no responsibility for any such purchases and will have no other role than to provide other political subdivisions a copy of this contract if requested.

NON-OFFICIAL SPEC  
DO NOT USE TO BID

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.

CRANE KNUCKLE BOOM & DUMP BODY installed on City of Rochester chassis in accordance with these specifications and provisions:

NET DELIVERED UNIT PRICE (In Figures):

1. \$ \_\_\_\_\_ x 4 UNITS = \$ \_\_\_\_\_  
Each

PILOT INSPECTION:

2. \$ \_\_\_\_\_ x 3 Persons = \$ \_\_\_\_\_  
Per person

**TOTAL BID PRICE:** \$ \_\_\_\_\_  
(ADD 1 + 2)

TOTAL BID PRICE IN WORDS: \_\_\_\_\_

DELIVERY DATE - CALENDAR DAYS AFTER RECEIPT OF CHASSIS: \_\_\_\_\_

MAKE & MODEL BID: \_\_\_\_\_

WARRANTY REIMBURSEMENT RATE PAID TO THE CITY \$ \_\_\_\_\_ HR.

ADDRESS WHERE PARTS CAN BE OBTAINED OTHER THAN THE BIDDER:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name and Title of Authorized Signer

\_\_\_\_\_  
Typed Name of Company

(Continued through Page 27)

PROPOSAL

QUESTIONNAIRE FORM FOR CITY SPECIFICATIONS

TO BE FILLED IN BY THE BIDDER AND PRESENTED WITH BID PROPOSAL.

DUMP BODY: Make \_\_\_\_\_ Model \_\_\_\_\_

Literature Enclosed Yes \_\_\_ No \_\_\_

BOOM: Make \_\_\_\_\_ Model \_\_\_\_\_

Literature Enclosed Yes \_\_\_ No \_\_\_

PTO PUMP: Make \_\_\_\_\_ Model \_\_\_\_\_

Main Relief Pressure set at \_\_\_\_\_ PSI

HYDRAULIC MOTOR:

Make \_\_\_\_\_ Model \_\_\_\_\_

HYDRAULIC FLUID

Type \_\_\_\_\_ Viscosity \_\_\_\_\_

LIGHTING

Manufacturer for Body \_\_\_\_\_

Manufacturer for Warning/Strobes \_\_\_\_\_

WARRANTY

\_\_\_\_\_

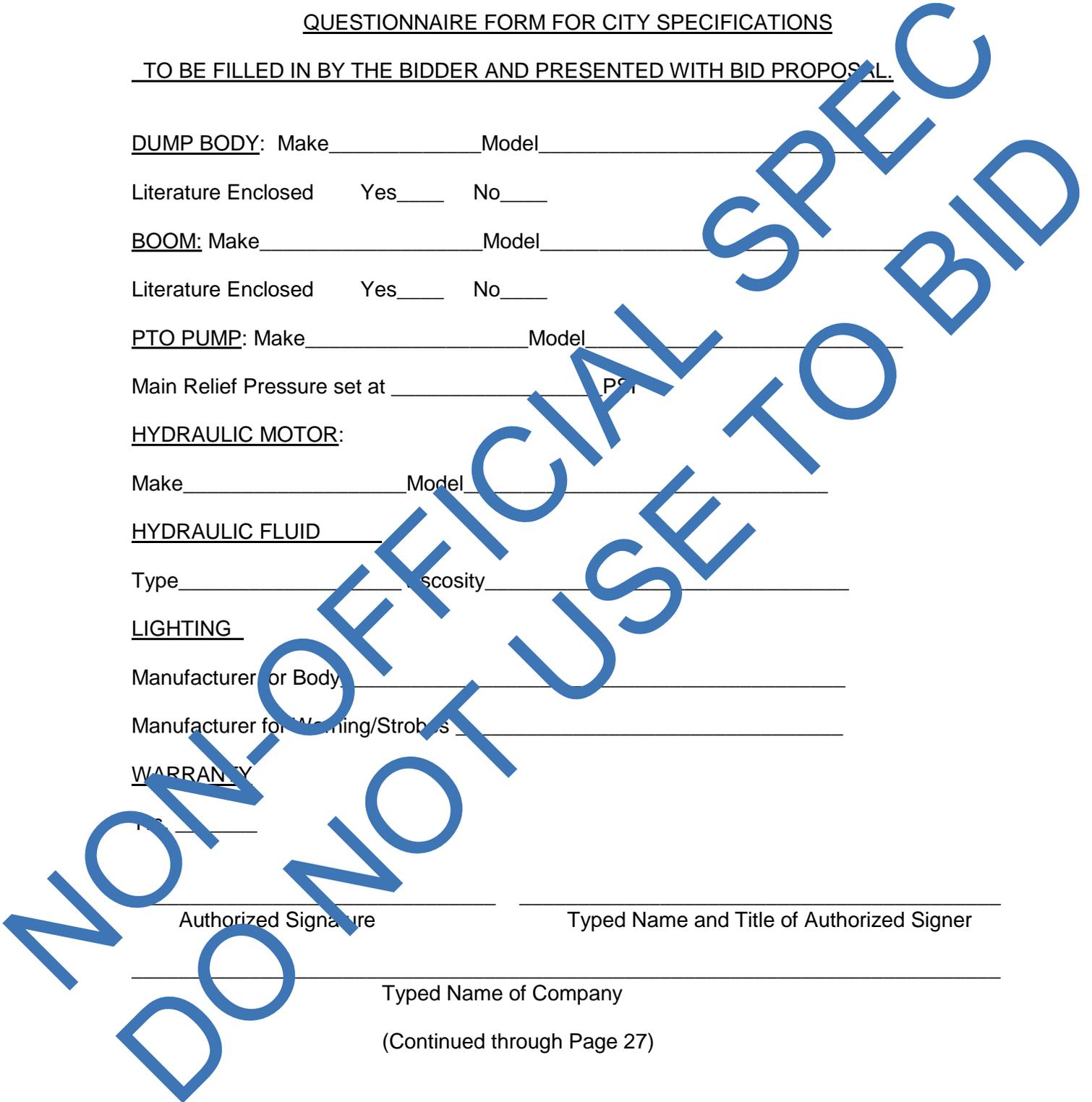
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name and Title of Authorized Signer

\_\_\_\_\_  
Typed Name of Company

(Continued through Page 27)

QUESTIONNAIRE FORM FOR CITY SPECIFICATIONS





GRAPPLE LOADER & DUMP BODY, CHASSIS MOUNTED

\_\_\_\_\_  
Name of Firm or Corporation

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone No. / Fax No. / Cell No. Federal Employee ID No.

\_\_\_\_\_  
E-mail Address of Recipient of Contract Awards and Extensions

\_\_\_\_\_  
Date

\*\*\*\*\*

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

\_\_\_\_\_

Contract No. \_\_\_\_\_ Contract Term: \_\_\_\_\_

\_\_\_\_\_  
Purchasing Agent

Date: \_\_\_\_\_

NON-OFFICIAL SPEC TO BID

APPENDIX "A"  
PHOTO

NON-OFFICIAL SPEC  
DO NOT USE TO BID

PHOTO

GRAPPLE LOADER & DUMP BODY, CHASSIS MOUNTED





**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.

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 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 satisfactory to the Purchasing Agent of performance ability 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 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 to 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 responsible 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.

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 made 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 pattern.

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 of 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 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 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 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 hereon 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.

NON-OFFICIAL SPEC  
DO NOT USE TO BID

**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 X of 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.