



PRINTED NAME OF BIDDER

MOBILE COMMAND CENTER, CHASSIS MOUNTED

Invitation to Bid No. 120690 Issued October 15, 2012

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

BID OPENING: Tuesday, October 23, 2012 at 11:00 a.m.

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

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

CONTRACT CHARACTERISTICS

(For definitions or explanations, see General Conditions)

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

Bid Deposit Requirement: 5%

Performance Security Requirement: 50%

Insurance Requirement: NO

Samples Requirement: UPON REQUEST

Descriptive Literature/Technical Data Requirement: SUBMIT WITH BID.

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



NON OFFICIAL USE TO BID

MOBILE COMMAND CENTER, CHASSIS MOUNTED

1. SPECIFICATIONS

- 1.1 It is the intent of these specifications to describe the purchase of a Police Mobile Command Center mounted on new Freightliner MT-55 chassis, with 25,500 GVWR.
- 1.2 These specifications shall be construed as minimum. Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished.
- 1.3 It is the intent of these specifications to prohibit the consideration of any equipment on which a unit of lighter classification is added to or altered to meet the following minimum requirements.
- 1.4 All parts not specifically mentioned which are necessary to provide a complete and operational unit(s), ready for use upon delivery, shall be included in the bid and shall conform in strength and quality of material and workmanship to what is provided to the trade in general.
- 1.5 All items of standard equipment which are normally provided by the body manufacturer shall be furnished unless such items are expressly deleted or are specified to be other than standard. When optional equipment is specified, all components listed in the manufacturer's data book as being included or required with the option shall be furnished.

2. PREPARATION OF PROPOSAL

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

3. BASE BID

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

4. CONTRACT PERIOD

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

5. PRICES

It shall be understood and agreed that the prices bid shall be firm (not subject to change) for the duration of this contract or the completion of the contract, whichever is later.

6. QUANTITY

- 6.1 The quantities listed in the proposal are minimums.
- 6.2 No specific quantities can be given and no guarantee given as to contract value. The contract shall be for the quantities actually ordered during the contract period. Unit price(s) shall be extended for the actual number of units purchased during the contract period.

7. BID SECURITY

A bid security in the amount of five (5%) percent of the base bid must be submitted with the bid. The security may be in the form of a bond, cash, certified check, or irrevocable letter of credit, payable on demand to the City of Rochester. The surety company must be licensed to transact business in the State of New York.

8. PERFORMANCE SECURITY

- 8.1 The contractor will be required to execute a Performance Security for the furnishing and delivery of the equipment.
- 8.2 The bidder shall, within ten (10) business days after acceptance of the bidder's proposal by the City, furnish the Performance Security for 50% of the total contract price, in the form of a bond, cash, certified check or irrevocable letter of credit, payable on demand to the City of Rochester. The surety company must be licensed to transact business in the State of New York.

9. FAILURE TO FURNISH SECURITY

In the event that the bidder fails to furnish the Performance Security within ten (10) calendar days after notification of Award by the City, then the bid deposit of the bidder shall be retained by the City as liquidated damages and not as a penalty, it being now agreed that the sum is a fair estimate of the amount of damages that said City will sustain due to the bidder's failure to furnish the performance security

10. PURCHASE ORDER REQUIRED

- 10.1 Advertisement, receipt of bids, and bid award of this contract for the equipment specified herein only signifies the City's intention to purchase the equipment specified. This contract shall not obligate the City to purchase any equipment. However, if the equipment specified is ordered during the period specified in this contract, the equipment will be ordered from the contract vendor.
- 10.2 The City is only obligated to purchase, and the vendor should only deliver, items ordered on a City of Rochester Purchase Order.

11. 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.

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Such changes are intended to permit modifications for upgrades or improvements during construction which the City determines will improve the quality and/or efficiency of the equipment. Additions or deletions which affect the total cost must be authorized by a Change Order approved by the Purchasing Agent.

12. INSTRUCTIONS TO BIDDERS

- 12.1 Proposals will be received by the Purchasing Agent of the City of Rochester in accordance with contract documents set forth herein.
- 12.2 Bid shall be made only on the form(s) provided with these specifications.

13. COMPLIANCE WITH LAWS

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

14. 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 from covering the tax, if any, applying to the item or items covered by these specifications, as may be required by law.

15. DELIVERY DATE

- 15.1 The City of Rochester requires delivery of this equipment as soon as possible, but not later than two hundred ten (210) calendar days after the receipt of a purchase order.
- 15.2 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.

16. DELIVERY

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

17. LATE DELIVERY OF SUPPLIES

- 17.1 It is expressly understood and agreed that, as a result of the dangers inherent to the public, and because of the monetary losses which will be sustained by the City as a result of failure to deliver the equipment described in the contract on time, time is of the essence in the performance of this contract. It is agreed that damages resulting from late delivery can be neither accurately anticipated nor calculated.
- 17.2 In the event of the failure of the contractor to deliver the equipment in accordance with the schedule set forth in the subsection entitled "delivery date" above, the contractor shall be liable to the City as liquidated damages the following amounts for each day the equipment is delivered late: Two hundred dollars (\$200.00) per day per vehicle for each day that the Trucks and allied equipment are delivered late.
- 17.3 Any damages so imposed will be deleted from the contract amount and from the performance security.
- 17.4 At the option of the Purchasing Agent, the City may invoke the DEFAULT provision of this contract in addition to any liquidated damages as outlined above.
- 17.5 For the purposes of this subsection, any days in excess of three (3) days following arrival of the equipment at the destination as defined in the "delivery" section (not including the day of arrival) which the City expends in inspecting and either accepting or initially rejecting the equipment shall not be considered as a day the equipment is delivered late.
- 17.6 The City may grant extensions of the contract time of completion for any delays resulting from causes beyond the contractor's control, which are not to be considered normal hazards of the contract. Delays of this classification such as acts of God, disasters, and strikes shall be deducted from the time for which the contractor is liable for liquidated damages.

18. EXTENSIONS OF TIME - EXCUSABLE DELAYS

- 18.1 The City may grant extensions of the Contract time of completion for any delays resulting from causes beyond the Contractor's control, which are not to be considered normal hazards of the Contract. Delays of this classification are as follows:
- 18.1.1 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.
- 18.1.2 Acts of the City, including but not limited to changes in the method or the scope of work covered by the contract, upon order of the City.
- 18.1.3 Causes not reasonably foreseeable by the parties to this contract at the time of execution of the contract which are beyond the control of and through no fault or negligence of the Contractor. This shall include, but

not be restricted to: acts of God or the public enemy, freight embargoes, court actions, fires, floods, epidemics, quarantine, and strikes, weather of unusual severity such as hurricanes, tornadoes, and cyclones, and weather of unusual severity for the season which directly affects or prohibits the work under the contract, provided, however, that the Contractor notifies the City in writing within ten (10) days from the beginning of any such delay, detailing the causes of the delay.

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

19. DEFAULT

19.1 The City may, subject to the provisions of paragraph 16.2 below, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

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

19.1.2 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.

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

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

20. QUALIFICATION OF BIDDER

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

20.1.1 That the manufacturer(s) or bidder(s) has had in operation for at least 5 years, a factory adequate for and actively engaged in the manufacture of the equipment he proposes to furnish.

20.1.2 That there are at least fifty (50) mobile command units similar to the type bid upon which have been in satisfactory operation for a period of at least five (5) years. This shall not be construed as prohibiting the manufacturer from having altered or improved the design or construction of its machinery as evidenced by engineering changes incorporated in the manufacturing blueprints. Manufacturer shall furnish evidence upon request of the Purchasing Agent, that the unit to be furnished has been commercially available through him to the trade for a period of not less than five (5) years and has been fully field tested. The City of Rochester shall verify to its satisfaction that the model to be furnished has met such field tests.

20.2 BIDS WILL BE CONSIDERED ONLY FROM POLICE COMMAND CENTER MANUFACTURERS AND FROM AUTHORIZED DEALERS OF SUCH MANUFACTURERS.

20.3 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.

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

21. AWARDING CRITERIA

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

22. REJECTION OF BIDS

22.1 The City of Rochester reserves the right to reject any and all bids or proposals if the best interest of the City will be served by such action.

22.2 The Purchasing Agent reserves the right to reject any bid that is unbalanced, unrealistic, or where disproportionate component costs of equipment are proposed.

22.3 Bidders should note that failure to bid on all options listed under "Optional Equipment" in the Proposal may result in rejection of the bid.

23. SUBLETTING

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

24. 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.

25. INTERCHANGEABILITY

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

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

26. INFORMATION TO BE FURNISHED WITH BID

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

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

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

27. MOTOR VEHICLES REGULATIONS

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

28. SERVICING

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

29. INSPECTION OF WORK

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

30. PAYMENT OR ACCEPTANCE NOT CONCLUSIVE

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

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

31. GUARANTEES AND WARRANTIES

31.1 The contractor shall guarantee all equipment furnished for the periods listed from the date of delivery and acceptance if such equipment is not included in the manufacturer's standard warranty. All warranties shall be of the non-declining type.

31.2 The Contractor hereby warrants and guarantees that he will, at his own expense and without any cost to the City, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, materials, or workmanship, or by reason of non-compliance with these specifications. Any warranty offered by the manufacturer over and above the warranties listed shall be deemed to be part and parcel to these specifications.

31.3 Contractor shall also furnish with the bid a copy of the standard factory warranties.

31.4 SPECIAL NOTE:

The contractor will assume at their expense, all transportation costs in moving the equipment supplied under this contract to and from the contractor's shop where warranty and/or repairs are to be performed.

31.5 All guarantees and warranties will be furnished by the contractor and will be delivered to the Equipment Services Division before the final payment on the contract is issued.

31.6 In an attempt to keep vehicles in service, the City of Rochester's Equipment Services Division will be approved by the factory/manufacturer to perform in-house warranty repairs with all the books and forms required for reimbursement. The reimbursement rate will be stated on the proposal page of this document in the area. This rate shall not be less than the rate from the local dealer. Warranty reimbursement is to be made in check form, not credit. This is not an attempt to replace the dealer as a warranty repair facility, but to reduce costs to the City and return vehicles to service as soon as possible.

31.6.1 Note: Failure to approve and certify the City of Rochester's Equipment Services Division as a factory/manufacturer warranty repair facility will classify the bid as informal and subject to rejection.

31.7 When operational restraints do not permit the Equipment Services Department to repair and/or replace defective parts or subassemblies, the City will require the contractor to perform warranty repairs.

31.8 The contractor will be required to supply to the City all dollar amounts for each warranty claim performed by that contractor.

32. PAYMENT

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

33. ITEMS REQUIRED AT DELIVERY

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

- 33.1 City Contract Number
- 33.2 Year, Make, and Model
- 33.3 Delivery Date
- 33.4 P.O. Number
- 33.5 Vehicle Titles and Certificates of Origin all registered to:

ROCHESTER, CITY OF
945 MT. ROAD BLVD., BLDG. #100
ROCHESTER, NY 14606

- 33.6 An Odometer Disclosure Statement for each vehicle.
- 33.7 Contractor shall supply for each vehicle the following:
 - 33.7.1 Engine Serial # and Model #
 - 33.7.2 Transmission Serial # and Model #
 - 33.7.3 Paint Code #
 - 33.7.4 Key Code #
 - 33.7.5 Rear Axle Serial # and Model #
 - 33.7.6 Filter list: Make, Model and Part Number for each filter

33.8 All Warranty and Certification Documents

33.9 The contractor shall provide five (5) sets of keys for ignition all doors, cabinets and any locks that come with the vehicle at the time of delivery.

34. CERTIFICATES, MANUALS, AND WARRANTIES

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

34.1 Certificates of Origin

34.2 Warranty and Guarantee Certificates

34.3 Certification specified in the Contract

34.4 Manuals specified in the Contract

35. SPECIAL NOTICE TO BIDDERS

35.1 The successful bidder must furnish upon request, to the Purchasing Agent of the City of Rochester, a copy of the factory order and number covering the equipment bid upon within fifteen (15) days after the date of the receipt of Purchase Order.

35.2 The Purchasing Agent of the City of Rochester may require the successful bidder to furnish copies of all letters, correspondence, or purchase orders placed with the various manufacturers or suppliers for materials, supplies, and equipment being bid upon for which a contract has been awarded, as proof that the contract is being fulfilled as expeditiously as possible. Failure to furnish these documents within fifteen (15) working days after receipt of a written request, or failure to submit documents which clearly demonstrate that the contract will be fulfilled within the required delivery date, shall be deemed sufficient grounds for cancellation of the contract. The City of Rochester Purchasing Agent's decision in these matters shall be accepted as final.

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

36. PARTS AVAILABILITY

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

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

37. DISPUTES

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

38. PERFORMANCE CHARACTERISTICS

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

39. NON-COLLUSIVE BIDDING CERTIFICATION

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

- 39.1 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.
- 39.2 Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other bidder or to any competitor.

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39.3 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.

40. LINE TICKETS

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

41. VEHICLE SPECIFICATIONS

41.1 Special consideration shall be given to the following points:

41.2 Accessibility of equipment which require periodic maintenance.

41.3 Ease of operation.

41.4 Distribution of load between the front and rear axles.

42. FEDERAL MOTOR VEHICLE SAFETY STANDARDS

Upon completion vehicle shall conform to FMVSS and be certified as required by FMVSS 49 CFR Part 567.5 and 567.7.

43. DELIVERY

This vehicle, to ensure proper break in of all components while still under warranty, shall be delivered under its own power. A qualified delivery representative shall be present at time of delivery and remain to train personnel in the proper operation, care and maintenance of the equipment delivered.

44. Shall be supplied at time of delivery:

44.1 One (1) Freightliner owner's manual.

44.2 One (1) body manufacturer's owner's manual.

44.3 One (1) set of component manuals and warranty cards.

44.4 Five (5) sets of operation manuals covering the completed vehicle as delivered (air, chassis, body and components).

44.5 One (1) set of "as built" plans.

44.6 One (1) set of electrical wiring schematics.

44.7 One (1) antenna wiring schematic.

44.8 One (1) audio wiring schematic.

44.9 One (1) video wiring schematic.

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- 44.10 One (1) telephone wiring schematic.
- 44.11 Two (2) factory shop manuals, maintenance and repair, (paper) chassis and body.
- 44.12 Two (2) comprehensive parts manuals (paper) chassis and body.
- 44.13 Two (2) schematic drawings of complete electrical wiring and hydraulic system.
- 44.14 The City shall be added to factory mailing lists for technical bulletins and updates of changes to repairs and adjustments required.

45. WARRANTY

- 45.1 This specialized vehicle shall be warranted to be free from defects in material or workmanship under normal use and service.
- 45.2 The Warranty period shall begin upon the actual in-service date of the vehicle and not the delivery date. All warranty concerns shall be directed to the bidder/manufacturer.
- 45.3 The vehicle's chassis, body and their associated components are warranted by their respective manufacturers. These warranties are as follows:
 - 45.3.1 Freightliner frame – 5 years / 100,000 miles
 - 45.3.2 Freightliner drive train – 3 years / 50,000 miles
 - 45.3.3 Freightliner (Cummins) engine – 5 years / unlimited miles
 - 45.3.4 Freightliner (Allison) transmission – 3 years / unlimited miles
 - 45.3.5 Freightliner chassis components – 3 years / 50,000 miles
 - 45.3.6 Body Manufacturer – 5 years / 50,000 miles and 12 months / 12,000 miles on body components
 - 45.3.7 Air electronics and body add on components – 12 months

46. CHASSIS

The chassis shall be a new, Freightliner MT-55 featuring:

- 46.1 GVWR - 25,500 lbs.
- 46.2 Wheelbase 250"
- 46.3 Exterior length 446"
- 46.4 Exterior height 122"

47. Engine & Components

- 47.1 Cummins ISB 260-HP diesel engine
- 47.2 Farr ECO SE air cleaner mounted on rail
- 47.3 Denso 12 volt starter
- 47.4 Delco Remy 130-amp alternator
- 47.5 Dual Alliance 931 MF batteries
- 47.6 Phillips 1000-watt block heater

48. Transmission

- 48.1 Allison 2100 series automatic transmission with park pawl cooling system.
- 48.2 Radiator, 680 sq. in., down-flow, front mounted
- 48.3 Ethylene glycol anti-freeze to -35
- 48.4 Eaton viscous fan drive

49. Exhaust

Single horizontal inboard muffler

50. Axles

- 50.1 Meritor front axle, 10,000 lbs
- 50.2 Meritor rear axle, 19,500 lbs

51. Suspension, Steering & Brakes

- 51.1 Upper leaf front springs rated at 8,000 lbs.
- 51.2 Freightliner air ride rear suspension rated at 21,000 lbs.
- 51.3 TRW power steering.
- 51.4 Four wheel hydraulic disc brakes with ABS.
- 51.5 225/70R22.5, 12 ply tires installed on the front axle, all season.
- 51.6 225/70R22.5, 12 ply tires installed on the rear axle, winter tread.
- 51.7 Aluminum wheels, two (2) installed on the front axle and two (2) installed at the outside position on the rear axle.

51.8 Steel wheels, two (2) installed at the inside position on the rear axle with a gasket between the dual rear wheels to prevent corrosion.

- 51.9 Chrome plated lug nut covers.
- 51.10 Stainless steel hub covers.
- 51.11 Tire pressure monitors on all tires.

52. Frame

The frame shall be fabricated from 9-1/8 x 2-13/16" x 5/16" steel.

53. Fuel Tank

90 - gal. aluminized steel

54. Instrumentation

An instrumentation package and vehicle information display installed at the drivers position shall have;

- 54.1 Fuel level gauge
- 54.2 Engine coolant temperature gauge
- 54.3 Engine oil pressure gauge
- 54.4 Speedometer
- 54.5 Odometer
- 54.6 Voltmeter

55. VEHICLE LIGHTING AND WIRING

- 55.1 The body shall come equipped with all necessary lighting to meet or exceed NYS DOT regulations
- 55.2 All lighting shall be Truck-Lite; sealed L.E.D lamps with watertight, corrosion-resistant connections.
- 55.3 All electrical wiring shall be enclosed in the heaviest loom available at the time of production and shall be oil, salt, and water resistant.
- 55.4 Any splices or in-line connections will be done with Weatherpack terminals, seals, and connectors.
- 55.5 Any substitutions must be authorized by a City of Rochester representative.
- 53.6 Chassis switches from manufacturer shall be used for all lights, PTO and any other electrical controls as required.

MOBILE COMMAND CENTER, CHASSIS MOUNTED

- 55.7 Back up alarm, Star 66-807A, shall be supplied/ installed by bidder.
- 55.8 Vehicles to be supplied with emergency starting system receptacle with molded plug for vehicle-to-vehicle or vehicle-to-battery cart. A 210 high amp cable must be used, Whitaker Part #15121, 15126 and 15128. It shall be mounted under hood on fire panel, curb side. System must be factory installed.
 - 55.8.1 Julian Electric, Inc., 406 Plaza Drive Westmont, IL 60559.
(630) 920-8951

56. BODY

- 56.1 The body shall be a new Union City, Morgan Olson or Utilimeter walk-in van featuring:
 - 56.2 Body Dimensions:
 - 56.3 Body length 336"
 - 56.4 Body width 93"
 - 56.5 Body height interior 81", finished interior height 79", overall exterior height not to exceed 11' 6" with all roof mounted equipment.
 - 56.6 Two (2) front entry sedan-style doors with sliding window, stainless steel piano hinges and two (2) nylon strap stops each.
 - 56.7 One (1) curb side entry sedan-style door with fixed window, stainless steel piano hinge, two (2) nylon strap stops.
 - 56.8 Extruded aluminum frame.
 - 56.9 Strain-hardened aluminum alloy side panels.
 - 56.10 One piece diamond plate aluminum roof.
 - 56.11 Lift-Up fiberglass hood with quartz halogen head lamps and turn signal indicators.
 - 56.12 Full-width chromed front bumper.
 - 56.13 Full-width heavy-duty rear bumper with center step, painted black.
 - 56.14 Driver mechanical suspension swivel seat (rotating) with fixed pedestal, arm rests, lumbar support, recline, with passenger fold down jump seat and 3 point seat belts.
 - 56.15 Integral cab air-conditioning and heating system.
 - 56.16 Heated, remote-control rear-view mirrors.
 - 56.17 Tinted, safety glass windshield with driver and passenger sun visors.
 - 56.18 Intermittent windshield wipers.

MOBILE COMMAND CENTER, CHASSIS MOUNTED

56.19 Acoustically and thermally insulated engine box cover.

56.20 Extruded aluminum floor with interlocking planks.

56.21 Rear frame mounted tow eyes extending past the body.

56.22 The entire underside of the body and frame is to be coated with a rubberized spray undercoating.

57. BODY MODIFICATIONS

57.1 At each entry, the following components shall be installed:

57.2 One (1) Kwikkee automatic electric step at midship door.

57.3 Two (2) heavy duty grab handles. One installed on the exterior and one installed on the interior. Handles shall feature chrome plated grab bars with rubber inlets and chrome plated stanchions.

57.4 Non-skid tape installed on the entry sill.

57.5 High visibility warning tape (yellow/black) installed on interior edge of door.

57.6 The rear stop/tail and directional lighting shall consist of the following:

57.7 Two (2) Truck Lite red LED stop/tail lights.

57.8 Two (2) Whelen, Model 60A00TAR, amber LED populated arrow turn light.

58. INTERIOR

58.1 All exterior walls and ceiling shall be insulated with fiberglass board insulation having a minimum insulating value of R11.

58.2 All interior walls shall be constructed from 20 gauge steel framing members.

58.3 All walls shall be finished with "Kemlite" .075 fiberglass reinforced plastic (FRP) over 3/4" bxc plywood. All FRP panels shall be continuous pieces (full length of wall).

58.4 Ceiling finish shall be loop pile fabric over 1/2" bxc plywood.

58.5 Floor finish shall be Lonseal Loncoin II Fleckstone PVC flooring over 3/4" T&G plywood. Install 2-1/2" vinyl cove base throughout. The floor shall be foam insulated.

59. CAB AREA

59.1 Entry doors shall be finished with loop pile fabric over 1/4" lauan plywood.

59.2 Each door shall have a 10" tall kick plate made of bright aluminum tread plate.

MOBILE COMMAND CENTER, CHASSIS MOUNTED

- 59.3 An electrical control center shall be fabricated and installed over the front windshield.
- 59.4 The control center shall be fabricated of 1/8" aluminum and powder coated black.
- 59.5 Control center shall feature piano hinges for easy maintenance of installed equipment.
- 59.6 Install two (2) 6" windshield fans.
- 59.7 Cab area shall be illuminated by one (1) 6" white LED light and one (1) 6" red LED light.
- 59.8 The vehicle's total height shall be labeled on the dash at driver's position.
- 59.9 A work area shall be installed on the passenger side and shall consist of:
 - 57.9.1 A solid surface plastic work top.
 - 57.9.2 One (1) 120 VAC receptacle.
 - 57.9.3 One (1) 12 VDC receptacle.
- 59.10 FMVSS Altered Vehicle Certification Label shall be installed on driver's side door jamb.
- 59.11 Provide heavy fabric blackout cloth for all cab area windows. Cloth shall be easily installed, removed and stored by way of Velcro fasteners.
- 59.12 Drivers seat shall be swivel type and lockable in all positions.

60. COMMUNICATION AREA

- 60.1 The communication area shall be illuminated with six (6) 6" white LED lights installed on the ceiling. Low level lighting shall be accomplished with six (6) 6" red LED lights installed on the ceiling.
- 60.2 The communication area shall have four (4) workstations and wall cabinets as shown on plans. Each workstation shall include the following equipment:
 - 60.3 One (1) ergonomic, mid-back, task-related office chair with 5 caster-bases. A transparent strap made from nylon web strapping and a plastic buckle shall be included.
 - 60.4 One (1) 6" white LED task light.
 - 60.5 One (1) automotive style, 12 VDC convenience wall receptacle installed in a non-metallic box with stainless steel cover plate.
 - 60.6 One (1) 120 VAC, duplex wall receptacle installed in a non-metallic box with a stainless steel cover plate.
- 60.7 One (1) modular phone receptacle.
- 60.8 One (1) modular RJ-45 LAN receptacle (CAT5e or CAT6).

61. GALLEY

The following galley appliances and fixtures shall be included:

- 61.1 One (1) 1 CF microwave oven.
- 61.2 One (1) under cabinet coffee maker with stainless pot.
- 61.3 One (1) 2.7 CF refrigerator.
- 61.4 One (1) 120 VAC electric, water cooler with instant hot feature.
- 61.5 One (1) waterless no rinse spray antiseptic hand wash dispenser with additional antiseptic refills .
- 61.6 One (1) chrome plated, paper towel dispenser.
- 61.7 One (1) 120 VAC, GFCI protected, duplex wall receptacle installed in a non-metallic box with a stainless steel cover.
- 61.8 One (1) 6" white LED light fixture shall be installed under the cabinet.
- 61.9 Four (4) 6" white LED light fixtures shall be installed on the ceiling.

62. LAVATORY

Lavatory fixtures shall include:

- 62.1 One (1) In-moilet (electric incinerating toilet), properly vented with rain cap. To include 100 roll liners.
- 62.2 One (1) chrome plated toilet paper holder with regular paper.
- 62.3 One (1) waterless no rinse spray antiseptic hand wash dispenser.
- 62.4 One (1) 16" x 20" wall mirror.
- 62.5 One (1) 120 VAC, GFCI protected, duplex wall receptacle installed in a non-metallic box with a stainless steel cover.
- 62.6 One (1) 6" white LED light fixture shall be installed on the ceiling.

63. CONFERENCE ROOM

The following fixtures shall be included:

- 63.1 Bench seating as indicated in the plans. Bench seat cushions shall be fabricated with heavy-duty stain resistant fabric.
- 63.2 A conference table, constructed of solid surface plastic with a 1-1/2" half round edging and three (3) removable metal table legs, shall be installed.

MOBILE COMMAND CENTER, CHASSIS MOUNTED

- 63.3 One (1) 24" x 36" dry erase board framed in solid oak shall be installed.
- 63.4 One (1) 24" x 36" porcelain on steel magnetic dry erase board. Board shall be removable for use on exterior of vehicle.
- 63.5 Eight (8) 6" white LED light fixtures shall be installed on the ceiling.
- 63.6 One (1) 12 VDC convenience outlet.
- 63.7 Five (5) 110 VAC, duplex wall receptacle per set (12 VDC, duplex VAC, phone Lan) installed in a non-metallic box with a stainless steel cover plate, evenly space around the room.
- 63.8 One (1) modular phone receptacle.
- 63.9 One (1) modular LAN receptacle.
- 63.10 An exterior window shall also act as an emergency exit.
- 63.11 A 2' x 8' slide out shall be provided with a level floor on the passenger side of the conference room. The slide shall be operated by an air system with the controls in the conference room with a key lock.

64. INTERIOR FURNISHINGS

- 64.1 Interior storage cabinets, shelves, counters, workstations and tables shall be fabricated and installed as indicated in the plan.
- 64.2 All cabinet doors and drawers shall be constructed of ¾" cabinet grade plywood and finished in white writable/erasable plastic laminate.
- 64.3 All exposed cabinet sides are to be constructed of ¾" cabinet grade plywood and finished in selected plastic laminate.
- 64.4 All cabinet fronts are to be constructed of ¾" hardwood and finished in selected plastic laminate.
- 64.5 All exposed cabinet interiors shall be finished with black plastic laminate.
- 64.6 All cabinets are to be glued and screwed, no exposed fasteners are acceptable on cabinet interiors.
- 64.7 All shelving shall be adjustable on 1" increments.
- 64.8 All hinges are to be fully concealed with self latching cabinets and drawers.
- 64.9 No particle board or fiber board materials shall be used in cabinet or cabinet door construction.
- 64.10 Any horizontally hinged overhead cabinet doors will be held open with gas charged lift/support cylinders.
- 64.11 All drawers shall be constructed with heavy duty, ball bearing and dual-action drawer slides that automatically latch when closed.

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64.12 All deep file drawers shall be outfitted with hanging file racks.

64.13 All counter tops and table tops are to be constructed of solid surface plastic. All exposed edges are to be 1-1/2" half round.

64.14 There will be one lockable storage cabinet 40" wide x 30" deep and will be floor to ceiling with three (3) adjustable shelves at any location.

65. HEATING

65.1 Three (3) 12 VDC, 12,000 – 16,000 BTU diesel furnaces, with thermostat control and adjustable vents in all rooms and shall be fueled from the truck diesel tank.

65.2 Interior dehumidifier wired to the shore power to protect the electronics when not in use with an interior on/off switch. Water discharge through the bottom of the truck. With sufficient size hose to keep from freezing.

66. VENTILATION

Three (3) 12 VDC, reversible, 12" roof ventilators shall be installed with fans in the toilet area.

67. AIR CONDITIONING

Three (3) 120 VAC, 13,500 BTU roof mounted air conditioners shall be installed with thermostat controls and adjustable vents in all rooms.

68. ELECTRICAL

68.1 All electrical wiring shall conform to the National Electrical Code.

68.2 All wire shall be stranded THHN wire.

68.3 All 120/240 VAC wire shall be routed in non-metallic conduit.

68.4 All wiring shall be supported every 16".

68.5 All wire bundles shall be tied with trimmed nylon ties every 8".

68.6 All cable runs shall be full length, with no splices.

68.7 All wiring is to be protected from chafing and abrasion with plastic grommets and convoluted tubing as needed.

68.8 All branch circuits shall be protected from over current by circuit breakers appropriately rated for the load.

68.9 Circuit breaker functions are to be identified by engraved or printed labels.

68.10 Extreme care shall be exercised to provide for easy serviceability of the system in future years.

69. ELECTRICAL SYSTEMS: 12 VDC

69.1 The 12 VDC system shall consist of two isolated sub-systems. The first sub-system is supplied by the original chassis manufacturer for the proper operation of the chassis. The second sub-system shall power the equipment and accessories associated with the vehicle's mission. All second sub-system equipment and electronics shall be surge protected. The following system components shall be installed:

69.2 Two (2) 12 VDC 100 AH sealed gel cell batteries.

69.3 One (1) master battery disconnect switch to control the equipment battery.

69.4 One (1) battery isolator to protect chassis batteries from discharge during equipment use.

69.5 One (1) 12 VDC control panel with switch rated circuit breakers inclusive of one (1) main breaker and seven (7) branch breakers.

70. CHARGING SYSTEM

70.1 One (1) charging unit shall be installed with the following features:

70.2 120 VAC input, 80 A – 12 VDC output with "Smart Charge" programming

70.3 Reverse polarity protection

70.4 Low line voltage protection

70.5 Automatic thermal shutdown

71. ELECTRICAL SYSTEM: 120 VAC

The following system components shall be installed:

71.1 One (1) 50 A, 120 VAC, 50' shore power cord.

71.2 One (1) 50 A, 120 VAC, waterproof, twist lock shore power inlet.

71.3 One (1) 50 - 15 A, 120 VAC, pigtail.

71.4 One (1) 50 - 30 A, 120 VAC, pigtail.

71.5 One (1) 50 A, 120/240 VAC, generator/shore power automatic transfer switch.

71.6 One (1) 80 A, 120 VAC control panel with UL listed switch rated circuit breakers inclusive of one (1) main breaker and eleven (11) branch breakers.

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71.7 Five (5) 120 VAC exterior wall mounted receptacles with flip up caps wired for shore line or generator use. Two (2) located on each side of the vehicle and one (1) in the rear area.

72. GENERATOR SYSTEM

One (1) 20 KW, 120/240 VAC, commercial mobile, diesel generator shall be supplied, installed and integrated into all electrical systems and fed through the diesel fuel system of the truck chassis. The generator set shall be furnished with the original equipment manufacturer's sound insulated enclosure on a slide out tray for service, located on the driver's side of the vehicle. A control panel shall be furnished and located in the generator compartment with clearly labeled operating instructions posted. An additional remote control panel shall be furnished and located in the cab area overhead control panel. The engine shall have an easily accessible oil drain with valve and drain hose to the underside of the stowage compartment. The generator exhaust shall be routed to the body perimeter and directed away from the vehicle and will not be at the back of the vehicle or under a window. The exhaust piping, air intake, and all other facets of the generator set installation shall be in full accordance with the manufacturer's installation requirements.

73. EXTERIOR LIGHTING

73.1 Exterior perimeter lighting shall be facilitated with eight (8) Whelen 810 series white halogen scene lights. Three (3) mounted high on each side and two (2) mounted high on the rear.

73.2 One (1) porch light shall be installed over the exterior shelf.

73.3 Two (2) Kwik Waze 500W scene lights, manually adjustable from the ground to 5' above the top of the vehicle, one (1) mounted on each side of the body, wired to the generator and shore line with on/off switch at the light.

74. EMERGENCY WARNING EQUIPMENT

74.1 The following emergency warning equipment shall be installed:

74.2 Three (3) Star DLX6 Series, Blue LED light with mounting brackets

74.3 Three (3) Star DLX6 Series, Red LED light with mounting brackets

74.4 Five (5) Star DLXT Series, Thinline, Red LED, with mounting brackets

74.5 Five (5) Star DLXT Series, Thinline, Blue LED, with mounting brackets

74.6 Two (2) UPS690 Power Supply

74.7 One (1) Star Siren

74.8 One (1) Star Cyclon D44 Siren Speaker, w/ Siren Speaker Bracket

MOBILE COMMAND CENTER, CHASSIS MOUNTED

74.9 One (1) directional arrow board shall be a Star #TD93DLXT – ARO – 84 with 30” cable length shall be mounted on back of body with dash mounted control switch, ignition wired.

74.10 Star LCS850F Siren Amp and Light Controller with PA mic LCS850CH.

COMMUNICATIONS

75. TELEPHONE SYSTEM

The following system components shall be installed:

75.1 One (1) multi-line telephone system shall be installed; unit shall be capable of handling up to 6 CO lines, 8 extensions and fax detection.

75.2 Three (3) modular shore line connectors shall be installed in the front curbside storage compartment.

75.3 Three (3) cellular backup telephone units shall be installed and integrated into the telephone system.

75.4 One (1) exterior, locking, recessed, aluminum telephone boxes shall be installed on the curbside of the vehicle.

75.5 All telephone lines are to be full length from each modular jack to phone system, without splices.

75.6 One (1) modular telephone extension jack shall be installed at each work station, one (1) in the conference area, and one (1) in each exterior telephone box.

75.7 One (1) multi-line conference phone shall be installed at each work station, one (1) in the conference room, and one (1) in each exterior telephone box.

75.8 Telephone system programming shall be the responsibility of the purchasing agency.

75.9 Cellular phone system programming, activation and service fees shall be the responsibility of the purchasing agency.

76. TWO WAY RADIO SYSTEM

76.1 Pre-wiring for five (5) radios, one (1) per work station and one (1) in the conference room each to include:

76.2 One (1) 12 VDC, 25 amp positive and negative supplies.

76.3 Twelve (12) antenna runs to one (1) roof mounted antenna box with roof mounted NMO type connectors tied to the patch panel.

76.4 Radio installation and programming shall be the responsibility of the purchasing agency and will be Motorola XTL2500.

76.5 One (1) hinged antenna box rear facing.

77. NETWORK ROUTER

77.1 One (1) network router shall be installed as the primary interface port. The minimum requirements for this router are as follows:

77.2 Compatible with 802.11b/g networks

77.3 Compatible with 1xEV-DO networks

77.4 Built in 64/128-bit WEP security

77.5 Built in WPA and WPA2 security

77.6 Built in firewall featuring NAT, SPI and VPN pass-through

77.7 CSMA/CA with ACK media access control

77.8 Internet Explorer V6 manageable

77.9 FCC class B certified

77.10 Powered by 12 volts DC

77.11 Operating temperature to 150 degrees

78. SATELLITE DISH

TracStar 200 Very Small Aperture Terminal (VSAT) antenna system for broad band application to the work station. Securely mounted to the truck body roof with electric antenna controller to raise and lower with a manual backup. Switch control to be located at the interior control panel. Mounting hinge to face the front of the vehicle with the antenna facing the rear to limit the possibility of catching tree limbs.

79. AUDIO / VIDEO SYSTEM

The following equipment shall be installed:

79.1 One (1) LCD 46" color television monitor with PC connectivity in the conference room. (3HDMI 1 VGA 15 pin D sub input).

79.2 Monitors to have designated workstation VGA connection.

79.3 Two (2) DVD player/recorders.

79.4 One (1) cable TV inlet.

79.5 Two (2) cable TV outlets.

MOBILE COMMAND CENTER, CHASSIS MOUNTED

- 79.6 One (1) omni directional amplified TV antenna.
- 79.7 One (1) 17" LCD monitor with audio and video, located in the work station area
- 79.8 One (1) rear view camera system and will be a 3rd Eye mounted at the rear of the vehicle and will have a 7.4 color monitor to includes heater, sound, night vision, high electromagnetic noise resistance and auto switcher. The monitor location to be determined by the City.
- 79.9 One (1) AM/FM stereo CD player with one (1) pair of speakers in the cab area and one (1) pair of speakers in the conference area.
- 79.10 One (1) Cisco 3750-24 video switch.
- 79.11 Two (2) Pelco PT57024P, P&T base.
- 79.12 Two (2) Pelco MPTAZ24DT, PTZ controller.
- 79.13 Two (2) PTZ cameras and camera enclosures will be supplied by the City of Rochester. The vendor shall install the cameras on the mast and integrate them into the system at the direction of the City of Rochester IT Department.
- 79.14 One (1) 25' telescoping Will-Burt mast, model TMD-6-25-360 complete with;
 - 79.14.1 A 2 gal., 1/4 hp. Thomas Ultra Air-Fac tank and compressor.
 - 79.14.2 Airline filter, lubricator with antifreeze and regulator.
 - 79.14.3 Control valve with electric and manual dump capability.
 - 79.14.4 Will-Burt cab mounted mast extension warning kit.
 - 79.14.5 40' Nycoil.
 - 79.14.6 Will-Burt 802526 and 802545 external mount shelf brackets.
 - 79.14.7 One (1) upward facing spot light at the base of the mast to illuminate objects above the mast.

80. EMERGENCY EQUIPMENT

The following emergency equipment shall be installed:

- 80.1 One (1) 5 pound UL rated 2-A: 10 B: C fire extinguisher installed near each entry door. Each fire extinguisher shall be securely mounted to the vehicle in a quick release metal bracket.
- 80.2 Three (3) 9 VDC ionization type smoke detectors. Each shall be mounted as per manufacturers' instructions.

80.3 Three (3) 12 VDC CO detectors. Each detector shall be mounted as per manufacturers' instructions.

81. EXTERIOR AWNING

81.1 One (1) 20' electric with automatic wind sensor and manual over ride roll up awning, white in color, shall be installed curb side of vehicle.

81.2 Awning shall feature an aluminum wrap-around cover to protect awning while in the stowed position.

81.3 Plastic rollers shall be installed, as needed, on any sharp edges to prevent awning damage.

82. ROOF DECK AND LADDER

82.1 The entire roof shall be .125" aluminum diamond plate. All joints shall be fully welded and ground smooth. Deck surface shall be of bright aluminum tread plate.

82.2 There shall be five (5) safety harness ladders down the middle of the vehicle for servicing components on the roof.

82.3 Install one custom 16" wide roof access ladder on the rear of the vehicle. Ladder shall be constructed of 1-1/2" square CRS tubing. All joints shall be fully welded and ground smooth. Ladder shall be finished with the same color as the body powder coated paint. The top surface of the ladder rungs shall be covered with bright aluminum grip mat.

83. EXTERIOR COMPARTMENTS

83.1 All exterior compartments shall be fabricated from .125 sheet aluminum with all seams fully welded. Each compartment shall have:

83.2 One (1) 12 VDC interior dome light wired through a manual timer switch mounted inside each compartment.

83.3 1/2" poly deck lining.

83.4 All compartment doors shall be of box pan design. They shall be fabricated from .125 sheet aluminum and have .100 sheet aluminum interior liners. The compartment doors shall have fully welded frames fabricated from .125 "Z" bar aluminum. The compartment doors shall have continuous stainless steel piano hinges locking slam latch hardware. The compartment doors shall have a continuous neoprene gasket.

83.5 One (1) outside weatherproof workstation and I/O access panel, curbside under the awning with a weather proof top hinged access door, gas charged lift support and locking flush face lock and will have the following:

83.5.1 One 32" LCD color television monitor with PC connectivity for outside applications and lighting (HDMI, VGA15 PIN D SUB INPUT).

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83.5.2 Phone with phone port (4 inputs)

83.5.3 Radio (4) inputs

83.5.4 Duplex 120 VAC outlet

83.5.5 VGA port

83.5.6 Data port (4)

(See attached photo).

83.6 One (1) 2" to 3" cable port to run various cables from the curbside exterior into the conference room with weather tight doors on either side.

84. BATTERY COMPARTMENT

The battery compartments shall feature secure mounting for batteries on slide out trays. The battery compartment doors shall be machine louvered for ventilation. The batteries shall be readily accessible for inspection, servicing, and removal.

85. LEVELING SYSTEM

Shall be electric over hydraulic heavy duty, 4 point automatic leveling system with self leveling electrically insulated rubber pads and controls at the drivers station. The units will incorporate an outrigger interlock system so the vehicle can not be moved unless all outriggers are fully retracted.

86. EXTERIOR SHELF

One (1) removable shelf shall be fabricated to be installed on the curbside exterior wall. Shelf shall be fabricated from .125 sheet aluminum and powder coated gloss white. Shelf shall be 16" deep by 48" long.

87. EXTERIOR GRAPHICS

The graphics and lettering shall be installed to match current Rochester Police Department ETF, EOP, and Scuba Trucks (See attached photos)

87.1 The entire exterior of the vehicle shall be Black in color.

87.2 A 2" horizontal reflective stripe shall be installed across the sides and rear of the vehicle.

87.3 Two (2) reflective white vinyl RPD logos (32"H x 28"W) shall be installed on each side of the vehicle. (Note: RPD can email the vendor with our logo in non-vector format)

88. LETTERING

The graphics and lettering shall be installed to match current Rochester Police Department ETF, EOD and Scuba Trucks (See attached photos)

88.1 Twelve (12) 15" reflective white vinyl letters shall be installed on both sides of the vehicle "POLICE".

88.2 Twenty Two (22) 6" reflective white vinyl letters shall be installed on both sides of the vehicle "ROCHESTER NY".

88.3 Six (6) 8" reflective white vinyl letters shall be installed on the rear of the vehicle "POLICE".

88.4 Eleven (11) 4" reflective white vinyl letters shall be installed on the rear of the vehicle "ROCHESTER NY".

89. TRAINING

89.1 The contractor shall provide the services of qualified factory technicians for a period of not less than two (2) full working days at the City of Rochester shop(s) to train and instruct City personnel: minimum one (1) day for operator training and minimum one (1) day for in-depth preventative maintenance and review of the proper usage of parts and service manuals.

89.2 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.

89.3 The successful bidder shall also be required to provide a second session at a time selected by the City to review the results of their instructions and the functions of the equipment after having been in service. The contractor shall be so advised by the City ten (10) days prior thereto.

90. TRAINING DVD

A video in DVD format shall be provided by the body contractor for operator training and shall include safety tips and the complete operation of the equipment.

91. MANUFACTURER'S SAFETY DATA SHEETS

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

92. SPECIAL NOTE

92.1 The contractor shall also furnish any and all bulletins, modification notices,

service letters, and related addenda throughout the life of the equipment being furnished under this contract.

92.2 One (1) copy of this data shall be sent to the City of Rochester, 945 Mt. Read Blvd., Rochester, NY 14606, Attention: Fleet Manager.

92.3 The contractor shall furnish the City a certified weight slip stating the vehicle's unladen weight. This data is to be furnished at the time of delivery.

93. ADVERTISING

Except for inconspicuous identification plates, serial number plates, precautionary instruction plates, etc., no name, trademark, decal or identification other than that of the manufacturer shall be applied to the vehicle. IDENTIFICATION OF VEHICLE AND EQUIPMENT DEALERS AND INSTALLERS SHALL NOT BE ATTACHED TO THE VEHICLE. IN ANY INSTANCE OF VIOLATION OF THESE RESTRICTIONS, THE COST OF REMOVAL OF SUCH ADVERTISING WILL BE DEDUCTED FROM CONTRACTOR'S OUTSTANDING INVOICE.

94. DATA PLATE

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

95. PILOT INSPECTION

The City of Rochester will be afforded a pilot inspection prior to the vehicle leaving the manufacturing plant and after completion of the vehicle. The pilot inspection price as listed on the proposal page shall include airfare, lodging and meals for no more than 3 days.

97. All pictures attached are for reference only. All bidders will supply with their bid complete vehicle diagrams for interior and exterior equipment locations, doors, windows, etc.

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.

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.

ONE (1) Mobile Command Center in accordance with these specifications and provisions:

NET DELIVERED UNIT PRICE EACH \$ _____

PILOT INSPECTION \$ _____ x 3 People = \$ _____
Each

TOTAL BID PRICE \$ _____

Body
Manufacturer _____ MODEL NO. _____

CHASSIS
MANUFACTURER _____ MODEL _____

DELIVERY DATE _____ CALENDAR DAYS AFTER RECEIPT OF AWARD

IN-HOUSE CITY WARRANTY REIMBURSEMENT RATE

CAB/CHASSIS \$ _____ / HR.

BODY \$ _____ / HR.

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

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

(Continued through Page 40)

PROPOSAL

OPTION # 1

Alternate Extreme Climate Mast

The mast will include all mounting hardware appropriate length of nycoil, cable, network lines, and power supply required for the installation of two cameras and an electric mast motor.

ADD/DELETE

Geroh Hand Crank Mast 8KVL5 gear driven 26.2'	\$ _____
Geroh Hand Crank Mast 10KVL6 gear driven 32.8'	\$ _____
Geroh Hand Crank Mast 12KVL6 gear driven 39.2'	\$ _____
Geroh Hand Crank Mast 8KVR5 gear driven 26.2'	\$ _____
Geroh Hand Crank Mast 10KVR6 gear driven 32.8'	\$ _____
Geroh Hand Crank Mast 12KVR6 gear driven 39.2'	\$ _____
Geroh Hand Crank Mast 14KVR5 gear driven 45.8'	\$ _____
Geroh Hand Crank Mast 17KVR6 gear driven 55.7'	\$ _____
KVL Electric Motor Drive	\$ _____
KVR Electric Motor Drive	\$ _____

Option #2

Mast Finish

Black Hardcoat Mast Finish 25' pneumatic	\$ _____
Lukor 24 Mast Finish 25' pneumatic	\$ _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

(Continued through Page 40)

PROPOSAL

OPTION # 3

One Way Glass

One way glass in all windows except the drivers cab. \$ _____ ADD

OPTION # 4

Tracstar Satellite

Tracstar 360 degree in-motion satellite for television. \$ _____ ADD

OPTION # 5

Tracstar satellite dishes are for internet and communications backup and installed with the same features as Section 76 on page 26.

- Tracstar 750 \$ _____ ADD
- Tracstar 960SB \$ _____ ADD
- Tracstar 960LR \$ _____ ADD
- Tracstar 1000 \$ _____ ADD

OPTION # 6

Printer and Fax

High speed laser wireless printer with faxing and scanning capabilities. \$ _____ ADD/EACH

Make _____ Model _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

(Continued through Page 40)

PROPOSAL

OPTION # 7

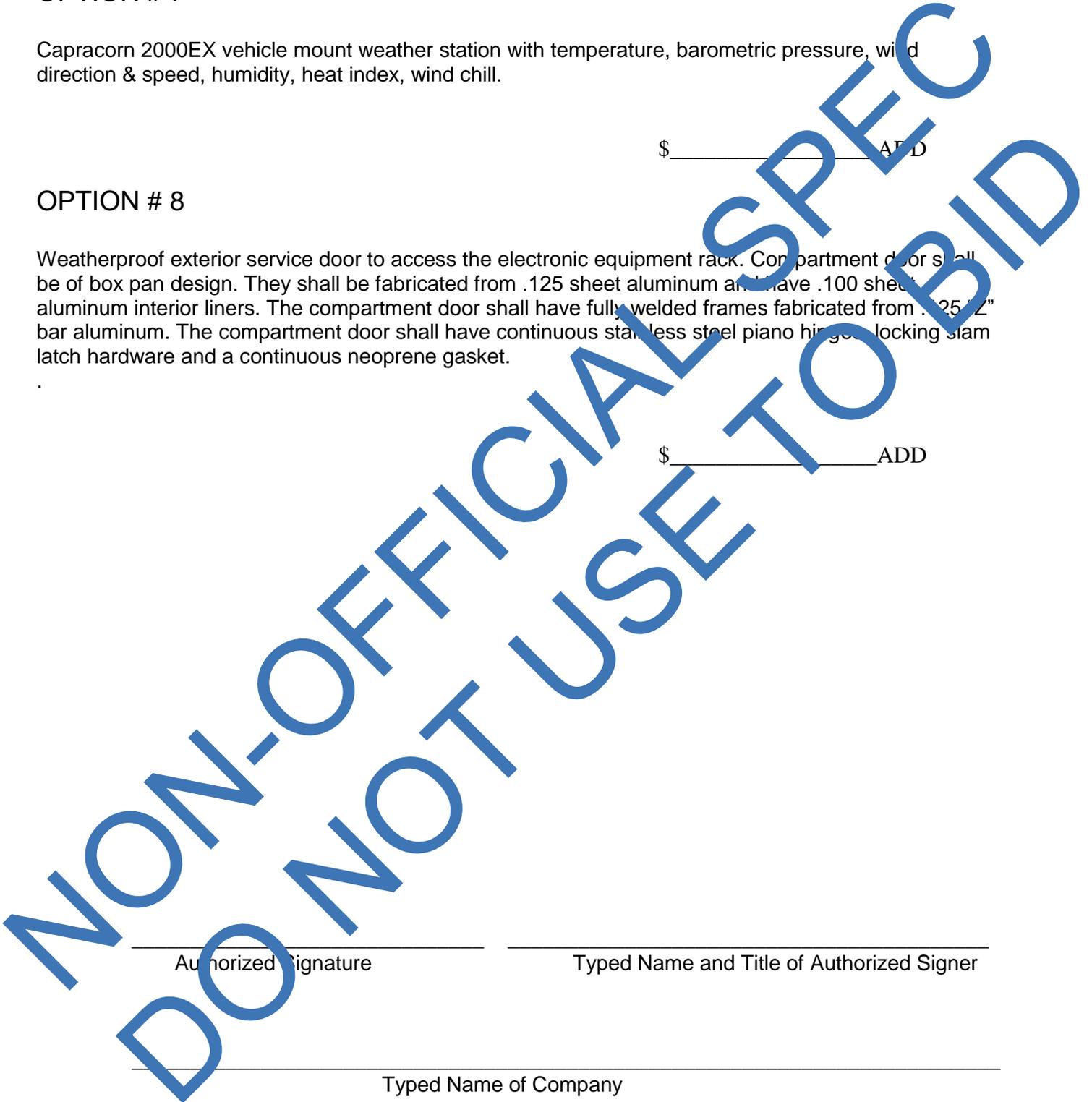
Capracorn 2000EX vehicle mount weather station with temperature, barometric pressure, wind direction & speed, humidity, heat index, wind chill.

\$ _____ ADD

OPTION # 8

Weatherproof exterior service door to access the electronic equipment rack. Compartment door shall be of box pan design. They shall be fabricated from .125 sheet aluminum and have .100 sheet aluminum interior liners. The compartment door shall have fully welded frames fabricated from .25" x 2" bar aluminum. The compartment door shall have continuous stainless steel piano hinges, locking slam latch hardware and a continuous neoprene gasket.

\$ _____ ADD



Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

(Continued through Page 40)

MOBILE COMMAND CENTER, CHASSIS MOUNTED

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

PROPOSED UNIT: MAKE _____ MODEL _____

YEAR _____ GVWR _____

UNLADEN WEIGHT _____

DIMENSIONS: WHEELBASE _____ C.A. _____

ENGINE: MAKE _____ MODEL _____

NET HP. _____ NO. CYL. _____

CU. IN. DISP. _____

ENGINE OIL CAPACITY _____ QTS.

TRANSMISSION: MAKE: _____ MODEL: _____

COOLING SYSTEM: CAPACITY _____ QTS.

TYPE RADIATOR _____

STEERING: MAKE _____ MODEL _____

BRAKES: MAKE _____

FRONT SHOE SIZE _____

REAR SHOE SIZE _____

AIR DRYER MAKE _____ MODEL _____

COMPRESSOR: MAKE _____ MODEL _____

FRONT W/LE: MAKE _____ CAPACITY _____

MODE _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

(Continued through Page 40)

MOBILE COMMAND CENTER, CHASSIS MOUNTED

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

REAR AXLE: MAKE _____ MODEL _____

CAPACITY _____ GEAR RATIO _____

DRIVELINE: MAKE _____ MODEL _____

TIRES: MAKE _____ TYPE _____

FRONT SIZE _____ PLY _____ LOAD RATING _____

REAR SIZE _____ PLY _____ LOAD RATING _____

WHEELS:

FRONT MAKE _____ TYPE _____

SIZE _____ CAPACITY _____

REAR: MAKE _____ TYPE _____

SIZE _____ TYPE _____

SUSPENSION:

FRONTS SPRINGS: TYPE _____

CAPACITY _____

REAR SPRINGS: TYPE _____

CAPACITY _____

ALTERNATOR: MAKE _____ MODEL _____ CAPACITY _____

RATING _____

BATTERY: MAKE _____ C.C.A. _____

STARTER: MAKE _____ MODEL _____

FRAME: TYPE STEEL _____ RBM _____

SIDE RAIL DIMENSIONS _____ SECTION MODULES _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company
(Continued through Page 40)

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

YIELD POINT _____

FUEL TANK: CAPACITY _____

WARRANTY: CHASSIS _____

ENGINE _____

TRANSMISSION _____

AXLES _____

BODY: Make _____ Model _____

Weight of Body _____

Type of Steel & Gauge: Body _____

Body Inside Length _____ inches

Body Inside Width _____ inches

Height _____ inches

UNDER STRUCTURE: Crossmembers on _____ Centers

Size _____ Type _____

MISCELLANEOUS: Weight of Body _____ lbs.

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company
(Continued through Page 40)

PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

City State Zip Code

Telephone /Fax No./Cell No. Federal Employer ID#

E-Mail Address Date

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

Contract No. _____ Contract Term: _____

Purchasing Agent

Date: _____

NON-OFFICIAL SPEC TO BID
DO NOT USE

APPENDIX A

(Illustrative Photos)

NON-OFFICIAL SPEC
DO NOT USE TO BID

PHOTO 1



PHOTO 2



NON-OFFICIAL SPEC
DO NOT USE TO BID

PHOTO 3



PHOTO 4



NON-OFFICIAL SPEC
DO NOT USE TO BID

PHOTO 5



PHOTO 6
(INCINOLET ELECTRIC INCINERATING TOILET)





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 for Purchasing Bureau" and each sample should bear the name of the bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid, and in such cases the City will not be liable for the loss of samples.

SPECIFICATIONS

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

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

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

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

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

expressions, the requirements of these laws, ordinances, etc. shall be construed as the minimum requirements of these specifications.

AWARD

23. **Award or Rejection of Bids:** The contract will be awarded to the lowest 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 when 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 financial 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.
- i) 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 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 as to whether such goods or services are functionally equivalent to the goods or services requested by the City shall be final. Alterations or changes in the specifications of the goods or services furnished under this contract can only be made upon the written authorization signed by the Purchasing Agent, and any other alteration or modification that is not signed by the Purchasing Agent or his designated representative shall be void. Alterations in contract language shall further require the approval of the City Department of Law.

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

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

38. **Equal Employment Opportunities:**

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

b) Definitions:

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

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

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 non-support 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 material, 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 (Suppliers)

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 Warranty:** 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 D-14510 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 act 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 200 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 all any and all records, reports and other documentation arising from the performance of this agreement; however, this period shall be extended beyond three years for any and all records and information pertaining to unresolved questions, which have been brought to the Contractor's attention by written notice by the City.

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

NOTICE TO BIDDERS

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

38. Equal Opportunities:

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

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

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

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