



Department of Finance  
City Hall Room 105A, 30 Church Street  
Rochester, New York 14614-1281  
www.cityofrochester.gov

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**PRINTED NAME OF BIDDER**

**CRANE-KNUCKLE BOOM/DUMP BODY, FORESTRY - CHASSIS MOUNTED**

Invitation to Bid No. 121180

Issued: January 22, 2013

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

Bid responses are to be returned to the Office of the Purchasing Agent, City Hall Room 105A, Rochester, NY 14614, by the date and time indicated, at which time and place all bids will be opened, read and recorded:

**BID OPENING:** Tuesday, February 12, 2013 at 11:00 a.m.

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

**CONTRACT CHARACTERISTICS**

(For definitions or explanations, see General Conditions)

Type of Contract: TERM CONTRACT, 90 DAYS

Bid Deposit Requirement: NONE

Performance Security Requirement: NONE

Insurance Requirement: NONE

Samples Requirement: UPON REQUEST

Descriptive Literature/Technical Data Requirement: SUBMITTED 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.

1. GENERAL INTENT OF SPECIFICATIONS

- 1.1 The following specifications are intended to meet the requirements of the City of Rochester for the purchase of a 22 ft. hydraulically operated knuckle boom loader with 29 cu. yard dumping body mounted on a 2013 International chassis to be used in the loading and hauling of tree logs, brush, soil and stump chippings.
- 1.2 Wherever in these specifications a particular make or model number is indicated, it is done solely to establish the level of quality desired. This should not be interpreted to mean that the make or model specified is the only one acceptable.
- 1.3 However, if the bidder submits a bid on a make or model other than specified, he must present with his bid a detailed specification describing the items he proposes to furnish.
- 1.4 The bidder shall point out in detail wherein the item(s) he proposes to furnish differs from the items called for in these specifications. The Purchasing Agent of the City of Rochester reserves the right to consider whether in his judgment, a substitute meets the requirements of this specification, and the Purchasing Agent's judgment shall be considered final.
- 1.5 Where any part or parts of the equipment are not specified or specifically mentioned, it shall be understood that what is usually provided at the manufacturer's stock model shall be furnished together with full appurtenances complete and ready for operation.

2. BASE BID

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 deductions for freight allowance, cash discount, or quantity rebate should be included in the total net price, as given on the bidding sheet, and should not be listed as separate items.

3. CONTRACT PERIOD

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

4. PRICES

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

5. QUANTITY

- 5.1 Advertisement and receipt of bids for any award of this contract for the equipment specified herein only signifies the City's intention to purchase the equipment specified. This contract shall not obligate the City to purchase any

equipment. However, if the equipment specified is ordered during the period specified in this contract, the equipment will be ordered from the contract vendor.

6. CHANGE ORDERS

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

7. INSTRUCTIONS TO BIDDERS

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

7.2 Bid shall be made only on the form(s) provided with this specification.

8. COMPLIANCE WITH LAWS

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

9. TAX

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

10. DELIVERY DATE

10.1 The City of Rochester requires delivery of the Equipment as soon as possible, but not later than one hundred and fifty (150) calendar days from receipt of the City purchase order. The unit(s) shall remain the property of the bidder until accepted by the City of Rochester. Upon delivery, the unit(s) shall be thoroughly tested in operation in the presence of an authorized representative of the City to check 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.

10.2 Each bidder is required to list on the Proposal and Bid Form the latest date he expects delivery to be made at destination as defined in the "DELIVERY" section. Failure to include a specific date may be sufficient grounds for rejection of bid.

11. DELIVERY

The successful bidder shall deliver the completed unit F.O.B. to the City of Rochester, 945 Mt. Read Blvd, Rochester, New York.

13. EXTENSIONS OF TIME - EXCUSABLE DELAYS

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

13.1.1 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.

13.1.2 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 Purchasing Agent.

13.1.3 Causes not reasonably foreseeable by the parties to this contract at the time for the execution of the contract which are beyond the control of and through no fault or negligence of the Contractor. This shall include, but not be restricted to: Acts of God or the public enemy, freight embargoes, court actions, fires, floods, epidemics, quarantine and strikes, weather of unusual severity such as hurricanes, tornadoes and cyclones, and weather of unusual severity for the season which directly affect or prohibit the work under the contract.

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

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

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

14. QUALIFICATION OF BIDDER

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

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

14.1.2 That there are at least fifty (50) units similar to the type bid upon which have been in satisfactory operation for a period of at least two (2) years. This shall not be construed to prohibit the manufacturer to have altered or improved the design or construction of its machinery as evidenced by engineering changes incorporated in the manufacturing blueprints. Manufacturer shall furnish evidence upon request of the Purchasing Agent, that the EQUIPMENT being furnished has been commercially available through him to the trade for a period of not less than two (2) years and has been fully field tested. The City of Rochester shall verify to his satisfaction that the model to be furnished has met such field tests.

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

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

14.3 NOTE

In the event a bid submitted by other than the manufacturer, a certificate executed by the manufacturer may be required stating that the bidder is an authorized agent, dealer or distributor of the manufacturer in the Rochester, New York, area, and that the equipment offered is completely in compliance with the specifications and proposal and will be available during the life of the contract. The City reserves the right to reject any proposal from any person, firm or corporation that has failed to perform faithfully on any previous contract with the City.

15. METHOD OF AWARD

This bid will be awarded to the lowest responsive and responsible bidder per Net Delivered Unit Price.

16. REJECTION OF BIDS

16.1 The City of Rochester may reject any and all bids or proposals if the best interest of the City will be served by such action.

16.2 The Purchasing Agent may reject any bid that is unbalanced, unrealistic, or where disproportionate component costs of equipment are proposed.

16.3 The Purchasing Agent reserves the right to reject any bidder who proposes an unacceptable product or cannot prove to the satisfaction of the City its ability to execute the terms and conditions of this contract.

17. 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.

18. INTERCHANGEABILITY

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

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

19. INFORMATION TO BE FURNISHED WITH BID

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

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

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

20. MOTOR VEHICLES REGULATIONS

The Equipment delivered shall be furnished with all equipment necessary to comply with all applicable rules and regulations of the New York State Department of Motor Vehicles and shall 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 O.S.H.A. with reference to the operation of such vehicle(s) within the State of New York.

21. SERVICING

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

22. INSPECTION OF WORK

22.1 Representative and/or agents of the City of Rochester as designated by the Purchasing Agent of the City of Rochester shall for the purpose of inspection,

have free and safe access at any and all reasonable times to the buildings and shops of the Contractor, subcontractors and material suppliers, wherever any items for this Contract are being prepared or manufactured.

- 22.2 If, during the final inspection of item or items to be furnished under this contract, any are found to be defective, or fail in any way to meet the terms of the contract, or fail to meet any of the specifications, the item or items will be rejected by the Purchasing Agent of the City of Rochester. Any rejected item or items shall be altered or replaced to comply with the specifications at the expense of the Contractor.
- 22.3 If the item or items called for in the specifications are delivered and fail to meet specifications in any respect, the bidder will be notified and he will arrange for their removal from the City of Rochester property at no expense to the City of Rochester. If the successful bidder fails to remove the items which, in the opinion of the Purchasing Agent of the City of Rochester, do not meet specifications, the City will arrange to have such items removed and any expense connected therewith will be the responsibility of the Contractor.

23. PAYMENT OR ACCEPTANCE NOT CONCLUSIVE

- 23.1 No payment made under the contract shall be conclusive evidence of the performance of the contract, either wholly or in part, and that 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.
- 23.2 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 items or item to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Contractor, or his Surety, if any.

24. GUARANTEES AND WARRANTIES

- 24.1 The Contractor shall guarantee all equipment furnished for a period of two (2) years from date of in service if such equipment is not included in the manufacturer's standard warranty.
- 24.2 The Contractor hereby warrants and guarantees for a period of two (2) years from date of equipment being placed in service, at own expense and without any cost to the City, to replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material, or workmanship, or by reason of non-compliance with these specifications. Any warranty offered by the manufacturer, over and above this two (2) year minimum warranty, shall be deemed to be part and parcel to these specifications.
- 24.3 Contractor shall also furnish a copy of the standard factory warranty.

#### 24.4 SPECIAL NOTE

If the Contractor is local, i.e., within the City of Rochester and/or within twenty (20) road miles of the Rochester Municipal Garage at 945 Mt. Read Blvd., the City will deliver the vehicles to the Contractor's garage for work to be performed under warranty and pick up the vehicle(s) when work is completed.

24.4.1 If the contractor is not local, the contractor will assume the expense of all transportation costs in moving the equipment supplied under this contract, to and from the contractor's shop where warranty and/or repair is to be performed.

24.4.2 Warranty repairs may be performed by the City. This is to be set up by the successful bidder at time of delivery.

24.4.3 In an attempt to keep vehicles in service, the City of Rochester's Equipment Services Division will be approved by the factory/manufacturer to perform in-house warranty repairs with all the books and forms required for reimbursement. The reimbursement rate will be stated on the proposal page of this document. This rate 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.

24.4.4 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.

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

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

#### 25. PAYMENT

25.1 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 Department's representative assigned to equipment purchases.

25.2 When a body is delivered by the Contractor, the City may process the contractor 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.

25.3 The contractor invoice(s) shall be forwarded to Department of Finance, Bureau of Purchasing and directed to the Purchasing Agent.

25.4 The contractor invoice(s) shall include not less than the following:

25.4.1 City Contract Number

25.4.2 Year, Make and Model of BODY(S) and CHASSIS

25.4.3 Delivery Date

25.4.4 Location of Delivery

26. CERTIFICATES, MANUALS AND WARRANTIES

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

26.1.1 Documents of Title

26.1.2 Certificates of Title

26.1.3 Warranty and Guarantee Certificates

26.1.4 Certification specified in the Contract

26.1.5 Manuals specified in the Contract

27. SPECIAL NOTICE TO BIDDERS

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

27.2 The Purchasing Agent of the City of Rochester may require the successful bidder to furnish copies of all letters, correspondence of purchase orders placed with the various manufacturers or supplies for materials, supplies, and equipment being bid upon for which a contract had been awarded, as proof that the contract is being fulfilled as expeditiously as possible. Failure to furnish these documents within five (5) working days after receipt of a written request or, failure to submit documents which clearly demonstrate that the contract will be fulfilled within the required delivery date, may be deemed sufficient grounds for cancellation of the contract. The City of Rochester's Purchasing Agent's decision in these matters shall be accepted as final.

28. DEFAULT

28.1 The City may, subject to the provisions of paragraph .3 by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

28.1.1 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

28.1.2 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.

28.2 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.

28.3 The Contractor may be liable for any excess of costs unless he or she can prove to the Purchasing Agent that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

29. PERFORMANCE CHARACTERISTICS

29.1 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, may vary in non-substantial manner from the specified design characteristics, may offer such equipment as they can demonstrate meet 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.

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

30. NON-COLLUSIVE BIDDING CERTIFICATION

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

- 30.1 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;
- 30.2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed prior to the opening, directly or indirectly, to any other bidder or to any competitor;
- 30.3 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.

31. PARTS AVAILABILITY

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

32. Loader A Frame

- 32.1 To have A- Frame legs of welded high tensile steel plate.
- 32.2 Swing system: continuous rotation; ring and pinion gear-set driven by an axial-piston hydraulic motor through planetary gearbox. Swing pinion is integral with gearbox output shaft.

33. Knuckle Boom

- 33.1 Welded high-tensile steel with heat-treated high-alloy steel pins and aluminum-bronze pivot bushings; self-aligning bushing at ends of main boom cylinder.
- 33.2 All grease fittings will be screw in type and on the boom assembly they must be protected from breakage with the use of guards.
- 33.3 Swing system to be securely locked during transit.

34. Boom Reach

Horizontal reach from center of rotation to center of grapple connection shall be 22 feet. with main boom and swing boom having simultaneous operation

35. Lift Capacity

3,266 pounds at 20' radius and 5' elevation.

36. Boom/Connections

36.1 Boom: welded high-tensile steel Knuckle boom with heat-treated high-alloy steel pins and aluminum-bronze pivot bushings; self-aligning bushings at both end of the main boom cylinder.

36.2 Grapple Mounting Knuckle: Continuous rotation, mounting pin diameter of 1 3/4' pin-to-pin measurement 4" center to center.

37. Grapple

37.1 Largest waste collection grapple that fits this unit will be provided with welded high-tensile steel plate; 3/8" side plates, 1/2" ribs; 3/16" wear resistant steel liner plates inside jaws.

37.2 Cylinders: 2 bolt on 3-1/2" x 10.5" with 2" rod.

37.3 Continuous rotation.

37.4 Brake: Disc brake built into knuckle to retard any unwanted swaying of load; adjustable.

37.5 Bucket must close completely along the cutting edge, this bottom edge of bucket must be flat reverse curve type anti-scalping to prevent lawn damage. No hydraulic hoses shall extend below the bucket.

38. Power Source

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

39. Hydraulic Components

39.1 Split flow tandem-circuit hydraulic system which provides fully independent simultaneous operation of main boom and swing functions.

39.2 Pumps: Tandem gear-type pump (2" + 1-3/4" gears) providing 19 +19 GPM at 1,300 RPM.

39.3 Swivel: Steel barrel and core; 8 passages for pressure, return and stabilizers.

39.4 Reservoir

Shall be approximately 47 gallons with alum round tank frame mounted with filtered breather, sight gauge, oil filter and have a 4,000 psi hose and tube rating.

Shall have a dash mounted low oil light with buzzer.

The system shall have the following Parker flush face quick couplers to attach to the City's existing hydraulic oil filtration cart:

FEM5O18FP female fitting to be located on bottom part of hydraulic tank

FEM5O28FP male fitting to be located on top part of hydraulic tank

Caps: FER5O1 and FER5O2 shall be provided for fittings and be secured with a lanyard. (Locations to be approved by City)

The vendor shall furnish and install in the hydraulic system a premium quality hydraulic oil of a high viscosity index formulated to operate in low and widely varying ambient temperatures.

39.5 Oil Filter

Single element 3-micron filter, built into reservoir, cleans all oil returning from all parts of the system. Bypass indicator on filter housing.

39.6 Cylinders

Solid rods and bolt-on heads.

39.7 Main Boom

4.5" bore, 2 1/2" rod.

39.8 Tip Boom

4.5" bore, 2-1/2" rod.

39.9 Grapple

2 bolt on 3-1/2" x 10.5" with 2" rod

39.10 Control Valves

Mono block type with anti cavitation, 3,800 psi relief pressure

39.11 Diagnostic Nipples

Located on control valve for service.

39.12 Safety locking valves installed on boom and outrigger cylinders to prevent leakdown or collapse in case of hydraulic hose ruptures.

40. ENGINE CONTROL

Shall be an automatic hydraulic-pressure sensing truck engine control.

41. BOOM CONTROLS

41.1 Operator station rotating with boom and stabilizer controls with folding seat, arm rest and safety railing. Mechanical controls operated by two (2) joysticks and two (2) pedals through mechanical linkage.

Main boom and swing boom shall have simultaneous operation.

41.2 A warning light shall be installed on the cab dash to indicate when the boom is in an elevated position or not fully nested.

41.3 An auxiliary horn & horn button shall be provided at the control station within easy reach of the operator.

41.4 An emergency shut-off switch shall be provided at the operator control station within easy reach of the operator.

42. OUTRIGGER STABILIZERS

42.1 Hydraulically powered stabilizing outriggers will be mounted to the chassis frame directly behind the cab, in such a manner as to provide a positive stability with the work platform at its maximum elevation and maximum rated loading at any point on the platform. Outrigger legs will be equipped with self-leveling pads. Double lock valves secure the legs in the fully retracted, and fully extended positions within the overall width of the truck. A labeled, amber, dash mounted light will indicate when outriggers are not fully retracted.

42.2 Outriggers to be equipped with 12" square steel pads with rubber inserts to minimize damage to pavement, they must telescope out and down to reach a horizontal distance of approximately 112" at grade and 122" at 8" below grade.

42.3 Outriggers will be equipped with D. O. T. reflective safety tape which can be seen on sides when in use.

43. OUTRIGGER CONTROLS

Each stabilizer individually controlled from operator platform.

44. Dump Body

Overall dimensions twenty two feet (22') long x eight feet (8') wide.

44.1 Body Floor

To be a flat single sheet of 1/4" smooth steel plate, 8 feet wide, and 20 feet long and all seams to be on cross sills and solid welded.

#### 44.2 Headboard and Sidewalls

To be 10 ga. smooth steel plate, 60" high, continuously welded to the floor. Top rails and rub rails to be 3-1/2" structural steel. Continuously welded 5-1/2" sidewall uprights on 32" centers with a continuously welded 5-1/2" center crossmember running the entire length of the sidewalls. 12-1/2" structural channel rear corners.

Headboard to be equipped with brackets to hold a shovel, rake and broom with secure tie down straps.

#### 44.3 Cross Sills

To be 4" structural I-beam twelve (12) inches on center, gusseted to longsills.

#### 44.4 Long Sills

To be 6" structural channel gusseted at every other cross sill. Gussets to be continuously welded rather than spot welded.

#### 44.5 Rear Doors

Single heavy duty end gate 88-1/2" wide by the full height of the body. Heavy duty hinged on passenger side corner member allowing 270 degree swing around to passenger side sidewall. Sidewall and door should be equipped with latching system to secure rear door to sidewall in transit. Heavy duty pin latching system on the driver side corner member and rear door to secure door in closed position while in transit. Must include safety chain on door.

#### 45. Hydraulic Hoist

Twin cylinder 20 ton telescopic hoist must raise the body to a minimum 60 degree dump angle without the rear of the body touching the ground.

45.1 Safety package including body prop, body up lights and warning labels.

#### 46. Wiring and Lighting

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

46.2 All terminals or connectors shall be fully enclosed and impervious to salt, chemicals, and corrosion.

- 46.3 Exposed wiring and/or terminals and connectors not acceptable.
- 46.4 Stop light, tail lights, directional lights, and back-up lights shall be mounted at the rearmost section of the body and fully protected from damage.
- 46.5 All lights and lamps shall be heavy duty, Truck-Lite L. E. D., and shall be shock-proof mounted, and recessed in the outrails to protect them from damage.
- 46.6 All wiring shall be totally enclosed in tubing and securely fastened to the body.
- 46.7 Marker lights shall be recess mounted. Truck-Lite L. E. D.
- 46.8 Warning Lights
- 46.8.1 L. E. D. amber heads mounted in the top and bottom of the rear corner posts of the body. 6" oval Star model # LDHEF - 6.
- 46.8.2 One (1) Star amber strobe model HT 255 shall be mounted on the back of the operators platform. Not to exceed 11' 6" exact position to be determined at pilot inspection.
- 46.8.3 A separate heavy duty illuminated switch shall be dash mounted to operate both warning lights.
- 46.9 Wiring
- All exposed wiring outside of cab, boom, engine compartments and inside body shall be encased in polyethylene or loom covering, and securely fastened approx. every 18 inches. Circuits and equipment all to be properly protected by accessible circuit breakers.
- 46.10 Lights and Reflectors
- To meet or exceed Federal lighting standard.
- 46.11 Back-up alarm shall be
- Star #60-807A Auto Adjust 87-107 db 12 volt

47. Lubrication

Suitable lubrication devices for the outriggers and boom shall be provided at all points requiring lubrication and each lubrication point shall be easily accessible. Complete lubrication data including the type of lubricant manufacturer's reference number, shall be furnished with the equipment. All grease fittings should be heavy duty screw in and protected from breakage with the use of a guard.

48. Mounting

- 48.1 Body and related equipment shall be mounted to the chassis and body manufacturer's engineering specifications.
- 48.3 If it is necessary to move or relocate any vehicle components and/or trim the frame, it shall be the responsibility of the body contractor. Any component relocation and frame trimming shall conform to the chassis manufacturer's specifications.
- 48.4 Welding to the truck chassis frame will not be acceptable.
- 48.5 Cutting and/or drilling the truck chassis frame from the point forward of the rearmost spring hanger by means of flame torching will not be acceptable.
- 48.6 Contractor shall be responsible for the stability of the whole unit.
- 48.7 The contractor shall be responsible for mounting the body(s) and hoist, on the chassis, so as to give proper weight distribution.
- 48.8 Conspicuity stripping shall run down the full length of both sides and rear door of the body including ICC bumper . This tape must comply with D. O. T. and NHSTA standards.
- 48.9 Unit shall be equipped with an under body mount tool box. Heavy duty aluminum 24" H x 24" D 60" L. with fold down door, mounted on the curbside of the vehicle. There shall be a minimum of two supports mounted under the center of the box and attached to the frame.

49. Splash Guards

- 49.1 Heavy duty, resilient rubber type, rib design, 'Cord Impregnated' (tire cord composition), 24 in. x 30 in., and mounted at the rear of the rear wheels.
- 49.2 The rear flaps shall be hung from the body with chains.
- 49.3 Steel sheet splash guards mounted front of the dual rear wheels, constructed of 10 ga. steel, approximately 24 in. x 24 in., with 1 in. flange on each side, installed with 1-1/2 in. flat stock bracing, shall be attached to the dump body or hard plastic type splash guard.
- 49.4 Splash guards (flaps) shall be devoid of any advertising.

50. CHASSIS INFORMATION

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

Model Profile  
2013 7500 SBA 6X4 (SF637)  
APPLICATION:

Forestry

121180

MISSION: Requested GVWR: 66000. Calc. GVWR: 66000, Calc. Start / Grade Ability: 16.00% / 1.86% @ 55 MPH Calc. Geared Speed: 76.6 MPH

FUEL ECONOMY: 6.30 MPG @ 55 MPH

DIMENSION: Wheelbase: 280, CT: 212,

ENGINE, DIESEL: {MaxxFace 10} EPA 10, 350 HP @ 2000 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed

TRANSMISSION, AUTOMATIC: {Allison 3000\_RDS\_P} 4th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.

CLUTCH: Omit Item (Clutch & Control]

AXLE, FRONT NON-DRIVING: {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity

AXLE, REAR, TANDEIII: {Meritor RT-46-160} Single Reduction, 46,000-lb Capacity, With: Driver Controlled Main Locking Differential in Rear-Rear Axle and 200 Wheel Ends Gear Ratio: 5.38

CAB: Conventional

TIRE, FRONT: (2) 315/80R22.5 HSU2+ (CONTINENTAL) 481 rev/mile, load range L, 20 ply

TIRE, REAR: (8) 11R22.5 HDL ECO PLUS (CONTINENTAL) 493 rev/mile, load range H, 16 ply

SUSPENSION, REAR, TANDEM: {Hendrickson HMX460-54} walking Beam Type 54" Axle Spacing; 46,000-lb Capacity, With Rubber End Bushings, Transverse Torque Rods, Less Shock Absorbers

FRAME REINFORCEMENT: Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL

PAINT: Cab schematic 100GN Location 1: 4039, Fire Yellow (Prem)  
Chassis schematic N/A

<u>Code</u>	<u>Description</u>
SF63700	Base Chassis, Model 7500 SBA 6X4 with 254.00 Wheelbase, 186.90 CA, and 96.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" {12192mm} Maximum OAL
1LLA	BUMPER, FRONT Steel, Swept Back <u>Includes</u> : BUMPER, FRONT Powder Coated Gray (Argent) Color
1WAC	BUMPER EXTENSION, FRONT 4.0"
121180	

1WGY	WHEELBASE RANGE 221" (560cm) Through and Including 262" (665cm)
1WTU	FRAME ADDITION, FRONT 1" Integral; Increases BBC, BA and OAL Vehicle Dimensions By 1"
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-Ib Capacity <u>Notes:</u> The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
3708	SHOCK ABSORBERS, FRONT
3ACS	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, Single Stage Spring; 20,000-Ib Capacity; Less Shock Absorbers <u>Includes :</u> SPRING PINS Rubber Bushings. Maintenance-Free  <u>Notes:</u> The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System: Brakes, Front Air Cam; Wheels; Tires.
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications <u>Includes:</u> BRAKE LINES Color and Size Coded Nylon DRAIN VALVE Twist-Type DUST SHIELDS, FRONT BRAKE DUST SHIELDS, REAR BRAKE GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located In Instrument Cluster PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel PARKING BRAKE VALVE For Truck QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 SLACK ADJUSTERS, FRONT Automatic SLACK ADJUSTERS, REAR Automatic SPRING BRAKE MODULATOR VALVE R-? for 4x2. SR-7 with relay valve for 6x4 <u>Notes:</u> Rear Axle is Limited to 46,000-Ib GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle {Suspension Ordered.
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 Ssqln Long Stroke Brake Chambers <u>Notes:</u> The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4722	DRAIN VALVE {Bendix DV-2} Automatic; With Heater for Air Tank <u>Includes:</u> DRAIN VALVE Mounted In Wet Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBS	AIR DRYER {Bendix AD-9} With Heater <u>Includes ;</u> 1 AIR DRYER LOCATION Inside Left Rail, Back of Cab
4ETE	BRAKE CHAMBERS, FRONT AXLE {Haldex} 24 Ssqln
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake
121180	

Includes:

BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-Ib, or GVWR Less Than 54,000-Ib. : BRAKE CHAMBERS, SPRING (4) Rear Parking; WITH TRUCK BRAKES: All 6x4, 6x6; WITH TRACTOR BRAKES: 6x4 & 6x6 with Rear Tandem Axles 46,000-Ib. or Greater or GVWR of 54,000-Ib. or Greater

- 4NDB BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake  
Notes:  
The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake shoes, Rear; Special Rating, GAWR; Wheels; Tires.
- 4SBD AIR COMPRESSOR {Bendix Tu-Flo 750} 16.5 CFM Capacity
- 5708 STEERING COLUMN tilting
- 5CAL STEERING WHEEL 2-Spoke, 18" Diam., Black
- 5PTB STEERING GEAR (2) {Sheppard M-100/M-80} Dual Power
- 7BDA EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Right Side Back of cab, Includes Horizontal Tail Pipe  
Includes :  
EXHAUST HEIGHT 10' Exhaust Height- Based on Empty Chassis with Standard Components (+ or - 1" Height) : NOTE: The Horizontal Tailpipe Includes a Temperature Control Device
- 8000 ELECTRICAL SYSTEM 12-Volt, Standard Equipment  
Includes :  
BATTERY BOX Steel with Plastic Lid  
DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab  
FUSES, ELECTRICAL SAE Blade-Type  
HAZARD SWITCH Push On/Push Off. Located on Top of Steering Column Cover  
HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever  
HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels  
HORN, ELECTRIC Single JUMP START STUD Located on Positive Terminal of Outermost Battery  
PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light  
RUNNING LIGHT (2) Daytime, Included With Headlights  
STARTER SWITCH Electric. Key Operated  
STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector  
TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature  
TURN SIGNALS. FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted  
WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever  
WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted  
WIRING, CHASSIS Color Coded and Continuously Numbered
- 8518 CIGAR LIGHTER Includes Ash Cup
- 8540 HORN, ELECTRIC {2}
- 8718 POWER SOURCE Cigar Type Receptacle without Plug and Cord
- 8875 BATTERY TERMINALS Sealed
- 121180

8GHE ALTERNATOR {Leece-Neville BLP2361H} Brushless, 12 Volt 185 Amp. Capacity, Pad Mount. with Remote Voltage Sensor

8HAB BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

8MKX BATTERY SYSTEM {International} Maintenance-Free (3) 12—Volt 2775CCA Total

8RGA 2-WAY RADIO Wiring Effects; Wiring With 20 Amp Fuse Protection, Includes Ignition Wire With 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console In Cab

8RJV RADIO {International} AM/FM Stereo with Weatherband, Clock, Auxiliary Input, Includes Multiple Speakers  
Includes :  
SPEAKERS IN CAB (2) Dual-Cone with Deluxe Interior  
SPEAKERS IN CAB (4) Coaxial with Premium Interior

8THB BACK-UP ALARM Electric, 102 dBA

8TKB STOP. TURN. TAIL & B/U LIGHTS {Truck Lite} Super 44. With LED Bulbs for Stop. Turn & Tail Lights and Truck Lite Super 40 for Backup lights, with Power Module, "International" Termination and Less Junction Box

8VZY STARTING MOTOR {Leece—Neville M105R} 12 Volt; Less Thermal Over-Crank Protection

8WCL HORN, AIR Black; Single Trumpet. Air Solenoid Operated

8WGL WINDSHIELD WIPER SPO CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

8WLK TURN SIGNALS, FRONT Dual Face. Amber/Amber, Mounted on Top of Fender. Used With Standard Flush Mounted Front Turn Signal. Side Marker Lamps, Parking Lights and Reflectors

8WMA SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light

8WPH CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

8WWJ INDICATOR, LOW COOLANT LEVEL with Audible Alarm

8XAH CIRCUIT BREAKERS Manual-Reset(Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses

9585 FENDER EXTENSIONS Rubber

9HAN INSULATION, UNDER HOOD for Sound Abatement

9HBM GRILLE Stationery, Chrome

9HBN INSULATION. SPLASH PANELS for Sound Abatement

9WBC FRONT END Tilting, Fiberglass, With Three Piece Construction, for 2007 & 2010 Emissions

10060 PAINT SCHEMATIC, PT-1 Single Color, Design 100

121180

	Includes : PAINT SCHEMATIC ID LETTERS "GN"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10769	PAINT CLASS Premium Color
10943	KEYS — ALL ALIKE Fleet — Includes Ignition and Cab Door Keys
10WBA	KEYS — ALL ALIKE, ID Z-250
11001	CLUTCH Omit Item {Clutch & Control}
12712	OIL FILTER, ENGINE {Hudgins Model 960 Spinner}
12926	RADIATOR HOSES Silicone; Molded
12959	BLOCK HEATER, ENGINE {Philips} 120 Volt/1250 Watt Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12NUZ	ENGINE, DIESEL{MaxxForce 10} EPA 10, 350 HP @ 2000 RPM, 1150 lb-ft Torque@ 1200 RPM, 2200 RPM Governed Speed Includes : AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only) ANTI-FREEZE Red Shell Rotella Extended Life coolant; -40 Degrees F/ -40 Degrees C; for MaxxForce Engines COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control CRUISE CONTROL Electronic; Controls Integral to Steering wheel ENGINE OIL DRAIN PLUG Magnetic ENGINE SHUTDOWN Electric, Key Operated FUEL FILTER Included with Fuel/water Separator FUEL/WATER SEPARATOR Fuel/water Separator and Fuel Filter In a Single Assembly; With Water-In-Fuel Sensor; Engine Mounted GOVERNOR Electronic OIL FILTER, ENGINE Spin—On Type WET TYPE CYLINDER SLEEVES
12THZ	FAN DRIVE {Horton Drivemaster Polar Extreme} Direct Drive Type, Two Speed, With Residual Torque Device for Disengaged Fan Speed Includes: FAN Nylon
12UBB	RADIATOR Aluminum, Front to Back Cross Flow, Series System; 1663 Sqn Core and 885 Sqn Charge Air Cooler and 470 Sqn Low Temperature Radiator Down Flow Includes : DEAERATION SYSTEM with Surge Tank HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps RADIATOR HOSES Premium, Rubber
12UXE	FEDERAL EMISSIONS for 2010; MaxxForce 9 & 10 Engines
12VBC	AIR CLEANER Single Element Includes : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
121180	

- 12VZA ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce post 2007 Emissions Electronic Engines
- 12WZE EMISSION COMPLIANCE Federal, Does not Comply With California Clean Air Idle Regulations
- 13AMB TRANSMISSION. AUTOMATIC {Allison 3000\_RDS\_P} 4th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.  
Includes:  
OIL FILTER, TRANSMISSION Mounted on Transmission  
TRANSMISSION OIL PAN Magnet In Oil Pan
- 13WAW OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil, for Allison or CEEMAT Transmission
- 13WBN TRANSMISSION SHIFT CONTROL {Allison} T-Bar Type: for Alison 3000 & 4000 Transmission
- 13WLP TRANSMISSION OIL Synthetic; 29 thru 42 Pints
- 13WUJ ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); Front Loaders, Rear Loaders, Recycling/Packer Trucks
- 13WYL SHIFTCONTROL PARAMETERS Allison Performance Programming In Primary and Allison Economy Programming in Secondary
- 14GRP AXLE, REAR, TANDEM {Meritor RT-46-160} Single Reduction, 48,000-lb Capacity, with Driver Controlled Main Locking Differential in Rear-Rear Axle and 200 Wheel Ends. Gear Ratio: 5.38  
Includes:  
POWER DIVIDER LOCK Electric over Air Operated, Cab Control with indicator Light  
REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle  
Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear Special Rating, GAWR; Wheels; Tires.  
  
When Specifying Axle Ratio. Check Performance Guidelines and TCAPE for Startability and Performance
- 14ULY SUSPENSION, REAR, TANDEM {Hendrickson HMX-460-54} Walking Beam Type 54" Axle Spacing; 46,000-lb Capacity, With Rubber End Bushings, Transverse Torque Rods. Less Shock Absorbers  
Includes  
CROSSMEMBER, SUSPENSION Stamped Steel Double Dogbone  
Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear Special Rating, GAWR; wheels; Tires.
- 14WAL SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles with Bar-Pin Beam Attachment Type Suspensions
- 14WLE AXLE, REAR, LUBE {EmGard 75W-90} Synthetic Oil; 65 thru 89.99 Pints
- 15LKG FUEL/WATER SEPARATOR with Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-In-Fuel Sensor

15SET FUEL TANK Top Draw; D Style, Non Polished Aluminum, 100 U.S. Gal., 378.5 L Capacity, 23.0" Tank Depth. Mounted Left side Under Cab

16030 CAB Conventional  
Includes :  
ARM REST (2) Molded Plastic; One Each Door  
CLEARANCE/MARKER LIGHTS {5} Flush Mounted  
COAT HOOK, CAB Located on Rear Well. Centered Above Rear Window  
CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel  
DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted  
GLASS. ALL WINDOWS Tinted  
GRAB HANDLE. CAB INTERIOR (1) "A" Pillar Mounted. Passenger Side  
GRAB HANDLE. CAB INTERIOR (2) Front of "B" Pillar Mounted. One Each Side  
INTERIOR SHEET METAL upper Door (Above Window Ledge) Painted Exterior Color  
STEP (4) Two Steps Per Door

16975 HEATER HOSES Silicone

16HBA GAUGE CLUSTER English with English Electronic Speedometer  
Includes:  
GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel {Electronic}, Tachometer (Electronic), Voltmeter, Washer Fluid Level : ODDMETER DISPLAY, Miles, Trip Miles, Engine Hours. Trip Hours, Fault Code Readout :WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage {Visual and Audible)

16HGG GAUGE, OIL TEMP, ENGINE

16HGH GAUGE, OIL TEMP, ALLISON TRAN

16HHE GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted in Instrument Panel

16HKT IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

16JNV SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust  
Includes :  
SEAT BELT 3-Point, Lap and Shoulder Belt Type

16PHX SEAT, PASSENGER {Gra-Mag} Non Suspension, High Back, Fixed Back, Integral Headrest, Cloth  
Includes :  
SEAT BELT 3-Point, Lap and Shoulder Belt Type

16SDL MIRRORS (2) {Lang Mekra} Rectangular, 7.44" x 14.84" & 7.44" sq. Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostatic Controlled, Black Heads, Brackets and Arms

16SDZ MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} Right and Left Side; 7.44" Sq., Bright

16SEE GRAB HANDLE Chrome; Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar

16WBY ARM REST, RIGHT, DRIVER SEAT

121180

16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster Includes : HEATER HOSES Premium HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps REFRIGERANT Hydrofluorocarbon HFC-134A
16WJS	INSTRUMENT PANEL Center Section, Flat Panel
16WKY	HVAC FRESH AIR FILTER
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of windshield Under Hood
16WRX	CAB INTERIOR TRIM Deluxe Includes : "A" PILLAR COVER Molded Plastic CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely void of Covering CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket DOOR TRIM PANELS Molded Plastic: Driver and Passenger Doors FLOOR COVERING Rubber, Black HEADLINER Soft Padded Cloth INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console
16WSK	CAB REAR SUSPENSION Air Bag Type
27DPL	WHEELS, FRONT DISC; 22.5" Painted Steel, 5 Hand Hole. 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 9.00 DC Rims; With .500" Thick Disc, Non-Standard Offset and Steel Hubs Includes: PAINT IDENTITY, FRONT WHEELS White Notes: Aluminum Wheels not Painted or Coated Compatible Tire Sizes: 12R22.5, 295/75R22.5, 295/80R22.5, 315/80R22.5
28DRN	WHEELS, REAR DUAL DISC: 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; with .472" Thick Increased Capacity Disc and Steel Hubs Includes: PAINT IDENTITY, REAR WHEELS White Notes: Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5 The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and wheel
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels
121180	

- 29WLA WHEEL BEARING, FRONT, LUBE {EmGard 50W} Synthetic Oil
- 7382135401 (8) TIRE, REAR 11R22.5 HDL ECO PLUS (CONTINENTAL) 493 rev/mile, load range H, 16 ply
- 7792545416 (2) TIRE, FRONT 315/80R22.5 HSU2+ (CONTINENTAL) 481 rev/mile, load range L, 20 ply  
Services Section:
- 40AMC SRV CONTRACT, EXT VEH COVERAGE To 24-Month/100,000 Miles (160,000 km)/3600 Hours; with 90-Day Towing; Less Engine, With 52,000-lb Capacity or Less Rear Axle
- 1 Extra heated DV-2 Spitter Valve
- Dual Air Dryer
- Julian Jump Start
- Glad Hands Front of Truck
- 84 Month Warranty. Engine, and Engine Electronics with Turbo and Injector Coverage

53. Painting

- 53.1 The body, cab, boom and all related equipment shall be painted in accordance to the paint manufacturer's specifications, as specified herein.
- 53.2 The bodies and all the related equipment shall be coated with two (2) primer coats, and then two (2) finish coats, inside and out, top & bottom.
- 53.3 Prior to the application of any coatings, all surfaces shall be thoroughly cleaned and conditioned to the paint manufacturer's specifications, as specified herein.
- 53.4 The primer shall be applied in accordance to the paint manufacturer's specifications, and shall be lead free.
- 53.5 The finish coats shall be DuPont Cronar Enamel or equal #23694 Green. The finish coat material shall be applied in accordance to the paint manufacturer's specifications and will match the cab and chassis in color.
- 53.6 Paints supplied under this contract shall be free of isocyanates, chromates and lead.
- 53.7 Total material thickness, including primer and finish shall be a minimum of 4.0 mils, dry film.
- 53.8 The thickness shall be measured by a suitable gauge approved by the City of Rochester.

54. Miscellaneous

- 54.1 All reflectors shall be stick-on reflectors D. O. T. approved.

- 54.2 All instruments, gauges and switches, shall be identified in a permanent manner, such as permanently secured plastic labels, Mylar decals, or epoxy lettering, tape is not acceptable.
- 54.3 The contractor shall furnish the City a certified weight slip stating the vehicle's unladen weight, all NYS DMV forms for registration and title, and supply the vehicle with a current NYS motor vehicle inspection. This data is to be furnished at time of delivery.
- 54.4 Located on the headboard of the body will be hooks or brackets to accept: A square shovel, a rake, a broom, too be supplied with unit.
- 54.5 Each vehicle must be supplied with a 20 lb. fire extinguisher and D.O.T. reflector kit mounted inside the cab.
- 54.6 Both sides of body to be equipped with outrigger pad holders. Pads shall be supplied.
- 54.7 Cone holders mounted to the frame rails under the body on the street side (see photos).

55. Advertising

Except for inconspicuous identification plates, serial number plates, precautionary instruction plates, etc., no name, trade mark, decal or other identification, other than that of the manufacturer, shall be applied to the vehicle. Identification of vehicle and equipment dealers and installers shall not be attached to the vehicle. In any instance of violation of these restrictions, the cost to the City of removal of such advertising will be deducted from contractor's outstanding invoice balance.

56. Data Plate

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

57. Manuals

Manuals shall be provided as follows:

- 57.1 Two (2) Operator's manual for the boom/body.
- 57.2 Three (3) Service/overhaul manual covering all servicing, repairing and minor and major overhauling of all boom, hydraulic and control components. Shall include color coded schematics for electrical and hydraulic circuits.
- 57.3 Three (3) Parts manual for all boom, hydraulic and control components including complete listings by part number and description in addition to exploded views.
- 57.4 Two (2) Lubrication chart, wall type, approximately 2' x 3', indicating all lubrication points, type of lubricant and the equipment manufacturer's recommended lubrication schedule for the boom.

58. TRAINING

- 58.1 The contractor shall provide the services of qualified factory technician(s) for a period of not less than two (2) full working days at the City of Rochester's shop to train and instruct City personnel; minimum of one (1) day for in-depth diagnostic training. This shall be for two shifts of City technicians and one (1) day for operators. These services shall be so provided at a time so designated by the Fleet Manager of the City of Rochester. The contractor shall be so advised by the Fleet Manager of the City no less than ten (10) days prior thereto.
- 58.2 The successful bidder shall also be required to provide a second session at a time so selected by the Fleet Manager of the City to review the results of the instructions, and the functions of the equipment after having been in service. The contractor shall be so advised by the Fleet Manager of the City no less than ten (10) days prior thereto.
- 58.3 The contractor shall provide operator training materials (e.g. Power Point, DVD) to the City of Rochester **prior** to the delivery of equipment. The training materials shall include complete operational instructions and equipment safety guidelines.

59. NON-COLLUSIVE BIDDING CERTIFICATION

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

- 59.1 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;
- 59.2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed prior to the opening, directly or indirectly, to any other bidder or to any competitor;
- 59.3 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.

60. 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) KNUCKLE BOOM CRANE- FORESTRY WITH DUMP BODY installed on an International Cab/Chassis in accordance with these specifications and provisions:

NET DELIVERED UNIT PRICE (In Figures) \$ \_\_\_\_\_

(In Words) \_\_\_\_\_

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

MODEL OR UNIT BID: \_\_\_\_\_

IN-HOUSE WARRANTY REIMBURSEMENT LABOR RATE \$ \_\_\_\_\_/HR.

EXTENDED WARRANTY COVERAGE:

ENGINE: YEARS/MILES \_\_\_\_\_ COST \$ \_\_\_\_\_

TRANSMISSION: YEARS/MILES \_\_\_\_\_ COST \$ \_\_\_\_\_

BUMPER TO BUMPER: YEARS/MILES \_\_\_\_\_ COST \$ \_\_\_\_\_

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 34.)

PROPOSAL

QUESTIONNAIRE FORM FOR CITY SPECIFICATION

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

PROPOSED CHASSIS: MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

YEAR \_\_\_\_\_ GVWR \_\_\_\_\_

UNLADEN WEIGHT \_\_\_\_\_

GENERAL

DIMENSIONS: WHEELBASE \_\_\_\_\_ C.A. \_\_\_\_\_

ENGINE: MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

NET HP. \_\_\_\_\_ NO. CYL. \_\_\_\_\_

CU. IN. DISP. \_\_\_\_\_

ENGINE OIL CAPACITY \_\_\_\_\_ QTS.

TRANSMISSION: MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_  
FLUID TYPE \_\_\_\_\_ CAPACITY \_\_\_\_\_ QTS.

COOLING SYSTEM: CAPACITY \_\_\_\_\_ QTS.

TYPE RADIATOR \_\_\_\_\_

FLUID TYPE \_\_\_\_\_

STEERING: MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

BRAKES: MAKE \_\_\_\_\_

FRONT SIZE \_\_\_\_\_

REAR SIZE \_\_\_\_\_

FRONT AXLE: MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

REAR AXLE: MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

CAPACITY \_\_\_\_\_ GEAR RATIO \_\_\_\_\_

TIRES: MAKE \_\_\_\_\_ TYPE \_\_\_\_\_

FRONT SIZE \_\_\_\_\_ PLY \_\_\_\_\_ LOAD RATING \_\_\_\_\_

REAR SIZE \_\_\_\_\_ PLY \_\_\_\_\_ LOAD RATING \_\_\_\_\_

WHEELS: 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. \_\_\_\_\_

FRAME: TYPE STEEL \_\_\_\_\_ RBM \_\_\_\_\_

FUEL TANK: CAPACITY \_\_\_\_\_

BASIC WARRANTY COVERAGE IN YRS./MILES:  
ENGINE \_\_\_\_\_

TRANSMISSION \_\_\_\_\_

CHASSIS COMPONENTS \_\_\_\_\_

EXTENDED WARRANTY COVERAGE YRS./MILES: \_\_\_\_\_

LOCATION OF PART AND SERVICE FACILITY: Street and No. \_\_\_\_\_  
City and State \_\_\_\_\_  
Name of Bidder \_\_\_\_\_

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

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

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

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

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

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

HYDRAULIC MOTOR

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

HYDRAULIC FLUID

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

LIGHTING

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

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

WARRANTY

PTO Pump \_\_\_\_\_ YRS.

Lighting \_\_\_\_\_ YRS

Cylinders \_\_\_\_\_ YRS

NON-OFFICIAL SPEC  
DO NOT USE TO BID

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

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

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

(Continued through Page 34.)



PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

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

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

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

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

\_\_\_\_\_  
Date:  
E- Mail Address

\*\*\*\*\*

ROCHESTER FOR: ACCEPTED ON BEHALF OF THE CITY OF

\_\_\_\_\_

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

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

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



**City of Rochester  
Bureau of Purchasing  
Department of Finance**

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

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

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

**CONDITIONS OF BIDDING**

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

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

- a) The ability, capacity and skill of the bidder to perform the service required within the specified time.
- b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c) The quality of performance of previous contracts or services.
- d) The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the City and to the bidder's employment practices.
- e) The sufficiency of the final resources and ability of the bidder to perform the contract or provide services.
- f) The quality, availability and adaptability of the supplies or contractual services to the particular use required.

g) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

h) Whether the bidder is in arrears to the City, in debt on contract, is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

l) Such other information as may be secured by the Purchasing Agent having a bearing on the decision to make the award.

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

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

- a) terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
- b) extended upon written authorization of the Purchasing Agent and accepted by contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
33. **Subletting of Contract:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation without the previous written consent of the City Purchasing Agent, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.
34. **Default:** The contract may be cancelled or annulled by the Purchasing Agent in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to next low bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. Provided, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Agent, shall constitute contract default.
35. **Delivery Failures:** Failure of a Contractor to deliver within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Contractor shall reimburse the City within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices or the City shall have the right to deduct such amount from monies owed the defaulting Contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
36. **Non-Liability:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the contractor. Under such circumstances, however, the Purchasing Agent may at his discretion, cancel the contract.
37. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
38. **Equal Employment Opportunities:**
- a) The City of Rochester, New York reaffirms its policy of Equal Opportunity in its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Employment Opportunity, in accordance with the requirements set forth herein. This policy is adopted pursuant to the City's Affirmative Action Plan, Article XV, Contract Compliance. The City does not discriminate on the basis of handicap status as defined in 31 CFR Part 51, in admission, access to, or treatment or employment in its programs and activities. The City is including this policy statement in all bidding documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall agree to comply with State and Federal Equal Opportunity laws and regulations and Federal regulations 31 CFR Part 51 and shall submit documentation regarding Equal Employment Opportunity upon the City's request.
- b) Definitions:
1. Good Faith Effort - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.
  2. Minority Group Persons - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

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

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

NON-OFFICIAL SPECIFICATIONS  
DO NOT USE TO BID

2) If the Contractor is found guilty of discrimination in employment on the grounds of race, color, sex, religion, age or national origin by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Employment Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination and the Contractor shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Contractor can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

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

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

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

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

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

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

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

**DELIVERY PROVISIONS**

43. **Responsibility for Materials Shipped and Risk of Loss:** The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated point and received, properly installed if necessary, and accepted by the City and the Contractor shall bear all risk on rejected materials or supplies. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure to do so within ten (10) days after notification, the City may return the rejected materials or supplies to the contractor at his risk and expense, or dispose of them as its own property.

44. **Inspections:** Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies

shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

45. **Time of delivery:** Deliveries will be accepted between 9:00 A.M. and 4:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or Holidays.

46. **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

The Purchase Order Number

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

The Quantity Ordered

The Quantity Shipped

The Quantity Back Ordered

The Name of the Contractor

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

47. **FOB Destination Delivery:** Unless otherwise specifically stated in the City's request for bids, all goods, equipment and materials shall be delivered to the location designated by the City. The bidder shall include in his bid price all reasonable and necessary transportation, shipping, handling and delivery charges. Delivery shall not be complete until the goods, etc. are placed in the building, room, or other location specified by the City, either in the bid documents or in the Purchase Order.

48. **General Guaranty:** Contractor agrees to:

a) save the City, its agents and employees harmless from liability of any nature or kind for the use of copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.

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

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

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

49. **Indemnity:** Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the City in consequence of the granting of this contract or which may in anyway result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

50. **Collusive Bidding:** The Bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

51. **Identical Bidding:** Executive Order No. 10946: All identical bids submitted to the City as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount may at the discretion of the City, be reported to the Attorney General of the United States in

accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.

52. **Employees Not To Benefit:** As a prerequisite for the payment pursuant to the terms of this contract, there shall be furnished to the City a statement under oath that no employee or officer of the City, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the contract. Upon request by the City, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Contractor shall be returned to the City.
- Any person executing a false statement or violating the provisions of this section shall be subject to possible prosecution.
53. **Child Labor:** Pursuant to Resolution No. 37-38 of the City of Rochester, the bidder certifies to the best of his/her knowledge that Child Labor has not been employed in the manufacture of the materials, supplies, the containers thereof, or services represented hereon.
54. **Prevailing Wages:** Bidder hereby certifies that to the extent applicable to this contract the wage rates to be paid to employees on this contract shall be in conformity with the wage rates established by the Comptroller pursuant to and in conformity with Section 220 of the New York State Labor Law. To the extent that prevailing wages are not applicable to the contract, the bidder hereby certifies that he/she shall pay employees working hereunder the minimum wages established by law.
55. **Testimony Concerning Contracts:** The refusal of the vendor, or any of its officers, directors, partners, members or agents, when called before a Grand Jury, to testify concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, shall disqualify the vendor and such officer, director, member or agent thereof from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation in the State of New York or any public department, agency or official thereof, for goods, works or services, for a period of five (5) years after such refusal and any or all contracts made with any municipal corporation or a public department, agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be cancelled or terminated by the municipal corporation without any liability on the part of the municipal corporation or any penalty or damages on account of such cancellation or termination.
56. **Status As Independent Contractor:** The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he shall conduct himself in a manner consistent with such status, that he will neither hold himself nor his employees out as, nor claim to be an officer or employee of the City by reason hereof, and that he and his employees will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage, and retirement membership or credit.
57. **Audit:** The Contractor agrees to permit on-site inspection and auditing of all records, books, papers, and documents associated with this Agreement by authorized representatives of the City, and further agrees to provide necessary staff support for the performance of such audit. The Contractor agrees to maintain for a period of three (3) consecutive years following termination of this Agreement any and all records, reports and other documentation arising from the performance of this agreement; however, this period shall be extended beyond three years for any and all records and information pertaining to unresolved questions, which have been brought to the Contractor's attention by written notice by the City.
58. **Compliance With All Laws:** The Contractor agrees that, during the performance of the work required pursuant to this Agreement, the Contractor, and all employees working under his direction,

shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way their actions during their said performance of the work required by this Agreement. Furthermore, each and every provision of law and contractual clause required by law to be inserted in this Agreement shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.

59. **Extent of Agreement:** This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements, and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by its authorized agent.
60. **Law and Forum:** This Agreement shall be governed by and under the laws of the State of New York and the Charter of the City of Rochester. The parties further agree that the Supreme Court of the State of New York, held in and for the County of Monroe shall be the forum to resolve disputes arising out of either this agreement or work performed according thereto. The parties waive all other venue or forum selections. The parties may agree between themselves on alternative forums.
61. **No Waiver:** In the event that the terms and conditions of this agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.
62. **Severability:** If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the laws of the State of New York.

## NOTICE TO BIDDERS

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

38. Equal Opportunities:

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

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

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

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