City of Rochester
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

WATER RESCUE RESPONSE APPARATUS

Invitation to Bid No. 400010 Issued: April 15, 2013

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

Sealed bids 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, April 30, 2013 at 11:00 A.M.

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

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

Type of Contract: TERM CONTRACT WITH OPTION TO EXTEND
150 DAY FIXED PRICE HOLD

Bid Deposit Requirement: 5%, PER SECTION 8

Performance Security Requirement: 50%, PER SECTION 9

Insurance Requirement: NONE

Samples Requirement: UPON REQUEST

Descriptive Literature/Technical Data Requirement: SUBMIT WITH BID.

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

1. **SCOPE**

1.1 It is the intent of the City of Rochester to purchase one (1) Water Rescue Response Apparatus along with all other equipment required by the NFPA 1901 Apparatus Standard, and to establish a term contract with the successful bidder to purchase parts and/or repair services for the water rescue response apparatus.

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. However, if the bidder submits a bid on a make or model other than specified, the bidder must present with the bid a detailed specification describing the items the bidder proposes to furnish.

1.3 The bidder shall point out in detail wherein the item(s) proposed differ(s) from the items called for in these specifications. The Purchasing Agent of the City of Rochester reserves the right to determine whether or not a substitute meets the requirements of this specification, and the Purchasing Agent's judgment shall be considered final.

1.4 Where any part or parts of the equipment are not specified or specifically mentioned, it shall be understood that what is usually provided as the manufacturer's stock model shall be furnished together with full appurtenances complete and ready for operation.

2. **PREPARATION OF PROPOSAL**

2.1 The proposal is contained in these contract documents and must not be detached here from by any bidder when submitting a proposal.

2.2 All blank spaces on the Proposal page(s) of these specifications must be completely and correctly filled in.

3. **BASE BID**

3.1 The bidder's attention is called to the fact that the Total Bid Price given in the Proposal must be the Net Delivered Unit Price covering the item specified. Any deductions for freight allowance, cash discount, or rebate should be included in the total net price, as given on the bidding sheet, and should not be listed as separate items.

3.2 Bids shall be made only on the form(s) provided with this bid invitation.

3.3 A bidder may submit only one (1) bid for each type of truck. Multiple bids on the same truck may result in rejection of all bids submitted by that bidder.

4. **METHOD OF AWARD**

4.1 The City intends to award this contract to a responsive and responsible bidder on the basis of the lowest Total Bid Price. However the City reserves the right to take into account prices offered in the Service Term Contract Proposal in determining whether or

NON-OFFICIAL SPEC
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not it is in the its best interest to award based solely on lowest Total Bid Price, or to also factor in additional costs for the Service Term Contract.

4.2 The City reserves the right to consider bids on vehicles that take exception to the specifications, and to make an award to a bidder who takes such exceptions if, in the opinion of the Purchasing Agent, the combination of the bid which contains alternatives and the price proposed is in the best interest of the City.

4.3 By submitting a bid, the bidder acknowledges and accepts that the Purchasing Agent has sole discretion in determining equivalence of any exceptions or deviations proposed by a bidder.

5. QUANTITY

5.1 The City anticipates ordering the number of units shown on the Proposal page(s). However, the City cannot guarantee the actual quantity that will be ordered.

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

5.3 No specific quantities can be given and no guarantee given as to contract value for the Service Term contract. The contract shall be for the quantities actually ordered during the contract period, at prices offered in the Service Term Contract Proposal.

5.4 The City will issue one or more Purchase Orders for purchase and parts/service contracts after the contract has been awarded. The City will not be responsible for or pay for items and/or services delivered without a valid purchase order.

6. PRICES

6.1 Price(s) stated on the Purchase Contract Proposal shall be valid during the term of the Purchase Contract (Section 7.1).

6.2 Prices for parts during the Service Term Contract shall be determined by applying the bidder's stated discount to the manufacturer's price list specified herein, and subsequent revisions thereof by the manufacturer.

6.3 Bidder shall notify the Purchasing Agent in writing a minimum of two weeks prior to revision of price list and shall submit two copies of revised prices. New manufacturer's price lists may be submitted by the bidder not more often than at 180 day intervals.

6.4 Bidder shall quote single percentage discount only. Bids containing multiple discounts are subject to rejection.

6.5 If bid is based upon a price list other than that specified herein, the bid must be accompanied with a copy of such list, cross referenced to the part numbers of the manufacturer's price lists stipulated herein.

NON-OFFICIAL SPEC
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6.6 Prices for labor for service during the Service Term Contract shall be stated in the Service Term Contract Proposal. Labor prices may not be increased during the term of the contract.

6.7 The City is exempt from State Sales and Federal Excise Taxes.

6.8 All orders shall be priced F.O.B. destination, including unloading at storeroom door of agency. Exceptions to this provision are not acceptable.

6.9 For emergency orders, agency may request shipment by other than normal method. The difference in transportation charges will be borne by the ordering agency. Such charges should be shown separately, on the invoice.

7. CONTRACT PERIOD

7.1 The successful bidder agrees to enter into a contract with the City to sell items listed in the Purchase Contract Proposal at the prices quoted for a period of one hundred fifty days (150) days after the award of the Purchase Contract. The Purchase Contract may be extended past 150 days upon mutual agreement in writing of both parties.

7.2 The successful bidder agrees to enter into a three (3) year Service Term Contract with the City to provide parts and/or repairs to the City at prices stated in the Service Term Contract.

7.3 The City reserves the right to extend the Service Term Contract for up to two (2) additional terms of one (1) year or less, upon mutual agreement between the City and the successful bidder.

8. BID SECURITY

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

9. PERFORMANCE SECURITY

The bidder will be required to execute a Performance Security for the furnishing and delivery of this equipment.

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

NON-OFFICIAL SPEC
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10. **FAILURE TO FURNISH SECURITY**

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

11. **INSTRUCTIONS TO BIDDERS**

11.1 A bid shall be made only on the form(s) provided with this Invitation, and failure to do so or use of other forms may immediately disqualify the bid.

11.2 The contract documents will consist of this Invitation, including the completed Specifications, Proposal, Questionnaire and Exception pages. Additional documents, letters, drawings, etc. will become part of this contract only if they are properly incorporated by specific cross reference on the Proposal, Questionnaire and/or Exception pages. Any discrepancy between items specified or proposed on this Invitation and other documents incorporated by reference will be resolved in favor of this Invitation.

11.3 Each bidder must indicate in the Questionnaire whether the vehicle proposed is or is not in compliance (Yes/No) with each item of the Specifications. For each item of non-compliance, the bidder should describe, on the Exception Page, exactly what the bidder will furnish as an alternative to the specifications. Each and every item of non-compliance should be clarified on the Exception Page. Failure to so describe each exception and to otherwise permit the City to easily determine precisely what will be supplied on the vehicle being proposed may, in and of itself, be sufficient cause for rejection of the bid.

11.4 Each bidder is required to submit with the bid sufficiently detailed specifications with (D scale sized drawings) drawings and photographs as prepared by their respective manufacturers on the unit being proposed so that the City has background information on details and features of construction that are not specifically mentioned in the documents issued by the City. If there is any deviation between the background information and the City specifications, the City specifications will apply unless a specific exception is taken.

11.5 The successful bidder will be required to enter into a contract with the City and to comply fully without exception with the documents issued herewith unless such clarifications, variations, and exceptions are noted on the proper forms issued by the City (i.e., the Specifications, Questionnaire, and Exception forms).

11.6 Should the successful bidder, after entering into a contract with the City, fail to furnish the apparatus in compliance with the contract documents, the City will take whatever corrective action is required to meet said contract and deduct all costs, direct and indirect, from the contract payment and/or performance security.

NON-OFFICIAL SPEC
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Said deductions will be in addition to any other penalties specified elsewhere in the bid documents.

12. **COMPLIANCE WITH LAWS**

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

13. **TAX**

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

14. **DELIVERY DATE**

14.1 The City of Rochester requires delivery of the Water Rescue Response Apparatus as soon as possible, but not later than **One Hundred and Fifty (150)** days from the date of award. The unit shall remain the property of the bidder until accepted by the City of Rochester. Upon delivery, the unit shall be thoroughly tested in 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.

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

14.3 Quoted delivery dates in excess of **One Hundred and Fifty (150)** calendar days may, at the City's option, be cause for rejection of the bid.

15. **DELIVERY**

The equipment and components to be furnished under this contract shall be delivered to the City of Rochester, F.O.B. the ordering agency's facility as described on the Purchase Order(s) which shall be in Rochester, New York.

16. **LATE DELIVERY**

16.1 It is expressly understood and agreed that, as a result of the dangers inherent to the public and because of the monetary losses which will be sustained by the City as a result of failure to deliver the equipment described in the contract on time, time is of the essence in the performance of this contract. It is agreed that damages resulting from late delivery can be neither accurately anticipated nor calculated.

16.2 In the event of the failure of the bidder to deliver the equipment in accordance with the schedule set forth in the subsection titled "delivery date" above, the bidder shall be liable to the City for liquidated damages in the following amounts

NON-OFFICIAL SPEC
DO NOT USE TO BID

for each day the equipment is delivered late: Two hundred dollars ($200.00) per day per vehicle for each day that the Trucks and allied equipment are delivered late.

16.3 Any damages so imposed will be deleted from the contract amount and/or the performance security.

16.4 At the option of the Purchasing Agent, the City may invoke the DEFAULT provision of this contract in addition to any liquidated damages as outlined above.

16.5 For the purposes of this subsection, any days in excess of three (3) days following arrival of the equipment at the destination, as defined in the "delivery" section (not including the day of arrival) which the City expends in inspecting and either accepting or initially rejecting the equipment, shall not be considered as a day the equipment is delivered late.

16.6 The City may grant extensions of the time of contract completion for any delays resulting from causes beyond the bidder's control, which are not to be considered normal hazards of the contract. Delays of this classification such as acts of God, disasters, and strikes shall be deducted from the time for which the bidder is liable for liquidated damages.

17. QUALIFICATION OF BIDDER

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

17.2 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.

17.3 That there are at least thirty (30) units similar to the type bid upon which have been in satisfactory operation for a period of at least two (2) years. This shall not be construed as prohibiting the manufacturer from having altered or improved the design or construction of its machinery as evidenced by engineering changes incorporated in the manufacturing blueprints. Manufacturer shall furnish evidence upon request of the Purchasing Agent, that the unit to be furnished has been commercially available through him to the trade for a period of not less than two (2) years and has been fully field tested. The City of Rochester shall verify to its satisfaction that the model to be furnished has met such field tests.

17.4 Bids will be considered only from fire apparatus manufacturers and from authorized dealers of fire apparatus manufacturers.

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

NON-OFFICIAL SPEC
DO NOT USE TO BID

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

17.7 Bids may be submitted by authorized dealers on behalf of fire apparatus manufacturers. However, contract documents, upon award, must be executed by the fire apparatus manufacturer. Fulfillment of all contractual requirements is the responsibility of the fire apparatus manufacturer, including but not limited to submission of bid bonds, performance bonds, and full compliance with the contract documents and specifications.

18. INSPECTION OF WORK

18.1 Representatives and/or agents of the City of Rochester, as designated by the Purchasing Agent of the City of Rochester shall, for the purpose of inspection, have free and safe access at any and all reasonable times to the buildings and shops of the bidder, his sub-bidders and material men, wherever any items for this contract are being prepared or manufactured.

18.2 The cost of any such inspection trip(s) by agent(s) of the City of Rochester will be at the expense of the City of Rochester. A final inspection will be made when the vehicle is ready for delivery and before it leaves the manufacturer's shop.

18.3 If, during the final inspection of the item or items to be furnished under this contract, any are found to be defective, fail in any way to meet the terms of the contract, or fail to meet any of the specifications, the item or items will be rejected by the Purchasing Agent of the City of Rochester. Any rejected item or items shall be altered or replaced to comply with the specifications at the expense of the bidder.

18.4 If the item or items called for in the specifications are delivered and fail to meet specifications in any respect, the bidder will be notified and 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, do not meet specifications, the City will arrange to have such items removed, and any expense connected therewith will be the responsibility of the bidder.

19. SUBLETTING

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

NON-OFFICIAL SPEC
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20. **CHANGE ORDERS**

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

21. **PAYMENT OR ACCEPTANCE NOT CONCLUSIVE**

21.1 No payment made under the contract shall be conclusive evidence of the performance of the contract, either wholly or in part, and no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the bidder from making good the defects.

21.2 The final acceptance shall not be binding upon the City of Rochester nor conclusive, should it subsequently develop that the bidder 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 bidder, or his surety, if any.

22. **GUARANTEES AND WARRANTIES**

22.1 The bidder shall guarantee all equipment furnished for a period of one (1) year from date of delivery and acceptance if such equipment is not included in the manufacturer's standard warranty. All warranties shall be of the non-declining type.

22.2 The bidder hereby warrants and guarantees for a period of one (1) year from date of final acceptance that he will, at his own expense and without any cost to the City, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material, or workmanship, or by reason of non-compliance with these specifications.

22.3 Any warranty offered by the manufacturer, over and above this one (1) year minimum warranty, shall be deemed to be part and parcel to these specifications.

22.4 Bidder shall also furnish a copy of the standard factory warranty.

22.5 If the bidder is local, i.e. within the City of Rochester and/or within twenty (20) road miles of the Rochester Police & Fire Academy, 1190 Scottsville Road, the City will deliver the vehicles to the bidder's garage for work to be performed under warranty and pick up the vehicles when work is completed.

22.6 If the bidder is not local, all transportation shall be at the bidder’s own expense.

NON-OFFICIAL SPEC
DO NOT USE TO BID

23. PAYMENT

23.1 Payment will be made by the City to the bidder upon execution of contractor invoices by the Bidder in a form acceptable to the City of Rochester within thirty (30) days after the equipment has been delivered, inspected and accepted, and approved by the Purchasing Agent in conjunction with the ordering agency's representative for equipment purchases.

23.4 When the vehicle is delivered by the bidder, the City may process the contractor invoice for the full amount of the contract price if, in the Purchasing Agent's opinion, the unit 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 bidder has made all necessary corrections.

23.5 The contractor invoice(s) shall be forwarded to the ordering agency.

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

23.6.1 City Contract Number

23.6.2 City Bid Number

23.6.3 Location of Delivery

23.6.4 Shop Order Number

23.7 Prepayment for any portion of the work will not be made. Bids requiring prepayment will be rejected.

24. SPECIAL NOTICE TO BIDDERS

24.1 The successful bidder must furnish to the Purchasing Agent upon his request, a copy of the factory order and number covering the equipment bid upon within five (5) days after the date of the receipt of Purchase Order.

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

NON-OFFICIAL SPEC
DO NOT USE TO BID

25. **DEFAULT**

25.1 The City may, subject to the provisions of paragraph 25.3 below, by written notice of default to the Bidder, terminate the whole or any part of this contract in any one of the following circumstances:

25.1.1 If the bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extensions thereof.

25.1.2 If the bidder 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.

25.2 In the event the Purchasing Agent of the City terminates this contract in whole or in part as provided in paragraph 25.1 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 bidder shall be liable to the City for any excess costs for such similar supplies or service; provided, that the bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

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

26. **DISPUTES**

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

26.2 The detailed design specifications prescribed herein are intended to describe units which have been determined to meet performance parameters and characteristics required by the City of Rochester. Bidders having units which fully meet the intent of the specifications, but which may vary in a non-substantial manner from the specified design characteristics, may offer such equipment as they can demonstrate meets the intended performance requirements. In such case the bidder shall be required to submit with his bid a detailed listing of design variances and a full explanation as to how the units offered will meet the desired performance characteristics. A decision as to equivalency will be made by the Purchasing Agent, whose decision shall be final.

26.3 Any references herein to a particular make or model are not intended to be restrictive, but to set forth an acceptable level of quality, design and performance.

NON-OFFICIAL SPEC
DO NOT USE TO BID

27. NON-COLLUSIVE BIDDING CERTIFICATION

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

27.2 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.

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

27.4 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.

SPECIFICATIONS

The detailed design specifications prescribed herein are intended to describe units which have been determined to meet performance parameters and characteristics required by the City of Rochester. Bidders having units which fully meet the intent of the specifications, but may vary in a non-substantial manner from the specified design characteristics, may offer such equipment as they can demonstrate meets the intended performance requirements. In such case the bidder shall be required to submit with his bid a detailed listing of design variances and a full explanation as to how the units offered will meet the desired performance characteristics. The City may also require on-site demonstration of the unit (s) offered to determine functional and structural equivalency such demonstration shall be made at no cost to the City. A decision as to equivalency shall be made by the Purchasing Agent, whose decision shall be final.

28. DESIGN REQUIREMENTS

28.1 Specified design features of the apparatus have been carefully selected because of their safety, integrity and consistency with existing apparatus. It is expected that all bidders will adhere to the compartmentation layout, etc., since these features can be produced by all fire apparatus manufacturers.

28.2 All components of the vehicle shall be properly engineered with priority given to firefighter safety, as well as ease of operation and maintenance of the apparatus. The vehicle shall be free from hazardous protrusions, angles or sharp corners that might bring injury to a firefighter or equipment.

28.3 Such details and other construction features not specifically covered herein shall conform to all State and Federal requirements, and the NFPA Pamphlet No. 1901, "Standard for Automotive Fire Apparatus" in effect at the time the

NON-OFFICIAL SPEC
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contract is signed.

28.4 Any test equipment required or expense incurred for the UL testing shall be borne by the bidder supplying this equipment.

28.5 All water, air, fuel, hydraulic and/or oil lines on the chassis and apparatus shall be properly located, and securely tie-wrapped to prevent scuffing or abrasion. Durable type grommets or loom material shall be used to protect the lines wherever a line passes through the apparatus body or frame rail sections.

28.6 All grease fittings, bleeders, filler plugs, drains and check points shall be located so as to be easily accessible. No special tools shall be required to access these components for normal service or maintenance of the vehicle.

28.7 All parts and components on the vehicle shall be positioned for ease of inspection, and recognition of wear or failure. Easily removable access or cover plates shall be provided for all items requiring periodic service or adjustment. Access panels shall be of the hinged or quick disconnect design allowing ease of access.

28.8 Design of the apparatus shall be such that no disassembly of the body or any of its parts is required for normal maintenance.

28.9 All components of the chassis and apparatus shall be protected against rain, snow or other adverse weather conditions.

29. ACCEPTANCE TESTS AND REQUIREMENTS

29.1 Acceptance tests on behalf of the purchaser shall be prescribed and conducted prior to delivery or within 10 days after delivery by the manufacturer's representative in the presence of such person or persons as the purchaser may designate in the requirements for delivery.

29.2 The apparatus, loaded with a full complement of men and equipment as specified in this specification, shall meet the tests on paved roads, dry roads and roads in good condition. Tests shall be on the basis of two runs in opposite directions over the same route, the engine not operating in excess of the manufacturer's maximum rpm.

29.3 From a standing start, through the gears, the vehicle shall attain a true speed of 35-mph within 25 seconds. From a steady speed of 15-mph the vehicle shall accelerate to a true speed of 35-mph within 30 seconds.

29.4 The vehicle shall attain a minimum top speed of 50-mph on a level roadway.

29.5 The apparatus shall be able to maintain a speed of at least 20-mph on any grade up to and including 6 percent.

29.6 **NOTE**: The responsibility for the apparatus and all equipment shall remain with the bidder until the apparatus and equipment are delivered to the purchaser.

NON-OFFICIAL SPEC
DO NOT USE TO BID

30. FAILURE TO MEET TESTS

30.1 In the event the apparatus fails to meet the test requirements on the first trial, a second trial may be done at the option of the Bidder within thirty days of the date of the first trial. Such trials shall be final and conclusive, and failure to comply with these requirements shall be cause for rejection. Failure to make such changes as the Chief of the Fire Department and/or the purchaser may consider necessary to conform to any clause of the specifications within thirty days after notice is given to the Bidder to make such changes, shall also be cause for rejection of the apparatus.

31. DOCUMENTATION/ MANUALS

31.1 A manual shall be provided in a notebook type binder, with reference tabs for each section of the vehicle. A companion compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF) shall be provided.

31.2 The manufacturer must supply at time of delivery, at least one copy of:

31.3 Engine manufacturer's certified brake horsepower curve showing the maximum no-load governed speed.

31.4 If specified, certification of inspection and testing by Underwriter's Laboratories Inc.

31.5 Weight documents from a certified scale showing actual loading on the front axle, rear axle(s), and overall vehicle.

31.6 At least two (2) copies of the complete operation and maintenance manual covering the completed apparatus as delivered, including:

- Individual component manufacturer instruction and parts manuals
- Warranty forms for the body
- Warranty forms for all major components
- Warranty instructions and format to be used in compliance with warranty obligations
- As Built Wiring diagrams
- Installation instruction and drawings for major parts
- Visual graphics and electronic photos for the installation of major parts
- Necessary normal routine service forms, publications and components of the body portion of the apparatus

NON-OFFICIAL SPEC
DO NOT USE TO BID

- Technical publications for training and instruction on major body components
- Warning and safety related notices for personnel protection
- Cab and chassis manuals on parts, service and maintenance shall be provided.
- All firefighting equipment delivered with the apparatus.

The manufacturer shall supply details of their manual information with their bid submission.

Parts Listings within Manuals

The manuals will include part numbers from the apparatus manufacturer cross-referenced to the vendor's parts. This will allow for reference between individual parts and complete installation assemblies as completed by the body builder. The manuals will list all components of the vehicle that include a vendor part utilized in a complete installation via the manufacturers "line item sheet" or "stripper" utilized to manufacture the completed vehicle. These are "As Built" and proposals with "typical" or "generic" manuals will be rejected.

Illustrative Schematics within Manuals

The manufacturer shall include installation diagrams and drawings of all major sub-assemblies. This will include components such as ladder rack assemblies, pump panels, tanks, fire pumps, etc. The manufacturer shall submit, with the bid proposal, a sample schematic.

Electrical Schematics

To maintain the vehicle's electrical systems, the manufacturer shall provide to the purchaser the instructional manuals, complete electrical information and schematics on the vehicle. The electrical information shall be provided as follows:

Wiring Systems 12 and 120 Volt:

- Graphic symbols for electrical diagrams
- Wire labeling, imprinting codes and index
    - Computer generated electrical schematics indicating the circuit number, wire size, switches, circuit breaker and terminals on the vehicle.

Yes___ No ___

31.7 A permanent data plate shall be affixed in the driver's compartment specifying

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the quantity and type of the following fluids used in the vehicle:

31.7.1 Engine Oil

31.7.2 Engine Coolant

31.7.3 Chassis Transmission Fluid

31.7.6 Drive Axle Lubrication Fluid

31.7.7 Air Conditioning refrigerant

31.7.8 Air Conditioning lubrication oil

31.7.9 Power steering fluid

31.7.10 Cab tilt mechanism fluid

31.7.11 Transfer case fluid

31.7.12 Equipment rack fluid

31.7.13 Air compressor system lubricant

31.7.14 Generator system lubricant

31.8 Permanent placards shall be affixed and visible to all seated occupants instructing the occupants to wear their seat belts.

31.9 A permanent placard shall be affixed to the rear step area to instruct that riding on the rear step is prohibited.

Yes___ No ___

32. **MAXIMUM HEIGHT**

The maximum height of the apparatus shall not exceed **10-6".**

Yes___ No ___

33. **MAXIMUM LENGTH**

The maximum length of the apparatus shall not exceed **26'-0".**

Yes___ No ___

34. **ANGLE OF APPROACH**

The angle of approach for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901.

Yes___ No ___

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35. **OVERALL WIDTH**

The maximum overall width of the apparatus body shall not be less than 96.00 inches

Yes___ No ___

36. **WHEELBASE**

The maximum overall wheel base of the apparatus shall not exceed 183.00 inches, with a CA of 108.60".

Yes___ No ___

37. **ANGLE OF DEPARTURE**

The angle of departure for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901.

Yes___ No ___

38. **CENTER OF GRAVITY**

The apparatus, prior to acceptance, will be required to meet the vehicle stability of the applicable NFPA Automotive Fire Apparatus Standard.

A calculated center of gravity shall be provided. The calculated or measured center of gravity (CG) shall be no higher than 80 percent of the rear axle track width.

Yes___ No ___

39. **APPARATUS DIMENSION DATA**

One (1) highly visible label indicating the overall height, length, and weight of the vehicle shall be installed in the cab dash area.

Yes___ No ___

40. **DATA LABEL CAB SEATING POSITION LIMITS**

The label shall also include the seating positions for firefighters. A weight allowance of 250 pounds for each shall be factored into the gross vehicle weight rating of the chassis.

Yes___ No ___

41. **INTERNATIONAL CHASSIS**

A 2014 International Terrastar SFA 2 Door chassis per the attached specifications shall be furnished.

42. **COUNTRY OF SERVICE**

The chassis shall be put in service in the country of Unite States of America (USA).

Yes___ No ___

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43. **APPARATUS TYPE**

The apparatus shall be a straight truck vehicle designed for extreme service use which shall include the functions of a multipurpose vehicle which primarily provides support services at emergency scenes.

Yes___ No ___

44. **VEHICLE TYPE**

The chassis shall be manufactured for use as a straight truck type vehicle and designed for the installation of a permanently mounted body behind the cab. The body of the vehicle shall be supplied and installed by the successful bidder.

Yes___ No ___

46. **AXLE CONFIGURATION**

The chassis shall feature a 4 X 4 axle configuration consisting of a front and rear drive axle.

Yes___ No ___

47. **GVW**

19,500 – With Max traction Tires

Yes___ No ___

48. **GROSS AXLE WEIGHT RATINGS FRONT**

The front gross axle weight rating (GAWR) of the chassis shall be 8,000 pounds.

This front gross axle weight rating shall be adequate to carry the weight of the completed apparatus including all equipment and personnel.

Yes___ No ___

49. **GROSS AXLE WEIGHT RATINGS REAR**

The rear gross axle weight rating (GAWR) of the chassis shall be 13,500 pounds.
This rear gross axle weight rating shall be adequate to carry the weight of the completed apparatus including all equipment and personnel.

Yes___ No ___

50. **CAB CONVENTIONAL 2 PERSON CAB**

The cab shall be a commercially produced conventional 3-person cab two (2) door model with a flat roof over the driver and passenger. This style of cab shall offer up to two (2) seating positions, and including the following options:

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- Arm rests on each door.
- All DOT required vehicle lighting.
- Interior dome lighting – door activated and on/off switch at each light.
- Automotive window tint on all vehicle window glass.
- Interior grab handles – located at each entry point and shall allow for the safe ingress and egress of vehicle.
- Exterior steps – Two (2) steps at each door and shall allow for the safe ingress and egress of the vehicle.

Yes___ No ___

51. **CAB INTERIOR TRIM**

The cab interior trim shall be premium quality for a conventional 3 person cab and includes the following:

- "A" pillar covered with modeled plastic
- Cab interior trim panels – All exposed interior sheet metal shall be cloth covered modeled plastic.
- Door trim panels – Driver and passenger shall have a cloth insert and integrated storage compartment.
- Cab sound insulation - Shall be located to reduce engine and environmental noise.
- Overhead console – Shall be modeled plastic with storage pockets, electrical radio provisions and map reading lights.
- Floor covering – Shall be black rubber.
- Headliner – Shall be soft padded cloth.
- Instrument panel trim – Shall be model plastic or equivalent.
- Sun visor (2) – Shall be padded vinyl and located in front of the driver and passenger.

Yes___ No ___

52. **FRESH AIR FILTER**

The cab shall have a filtered fresh air intake and air shall be drawn from an exterior location safe from vehicle exhaust.
The cab shall have a separate HVAC fresh air intake filter and air shall be drawn from an exterior location safe from vehicle exhaust.

Yes___ No ___

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53. **DASH GAUGE CLUSTER**

The dash gauge cluster shall be in English and include the following gauges and warning displays:

- Engine oil pressure
- Transmission oil temperature
- Water Temperature
- Fuel
- Tachometer
- Voltmeter
- Odometer
- Engine hours
- Fault code readout
- Low fuel
- Low oil pressure
- High engine coolant temperature
- Low battery voltage
- Air cleaner restriction

Yes___ No ___

54. **EXTERIOR GRAB HANDLES**

There shall be (2) two chrome towel bar style grab handles with a slip resistant inserts. There shall be (1) one handle located on each side of the truck, and behind each entry door. The handle shall be located to allow safe entry and exit of the vehicle.

Yes___ No ___

55. **SIDE VIEW MIRRORS**

The cab shall (2) rectangular style mirrors and integrated convex mirrors , approximately 7 inches by 15 inches, and shall be located on each side of the truck. Mirrors shall be heated and remote control from the driver's area.

Yes___ No ___

56. **DRIVER'S SEAT**

The driver's seat shall be a self contained with compressor air suspension seat with a high back and integral headrest. The seat shall have adjustments for lumbar, back angle and seat cushion, and be covered in vinyl.

Yes___ No ___

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57. **PASSENGER'S SEATS**

The passenger's seat shall be a fixed back with integral headrests for a single passenger. The seat shall be covered in vinyl and provide an under seat storage compartment.

Yes___ No ___

58. **SEAT BELTS**

Each seat position shall, except middle front position, include a three-point shoulder harness with lap belt and an automatic retractor attached to the cab. The buckle portion of the seat belt shall be mounted on a semi-rigid stalk extending from the seat base within easy reach of the occupant. The middle front position shall have two point lap belt and automatic retractor.

Yes___ No ___

59. **EXTERIOR SUNSHADE**

The cab shall have an aerodynamic, cab colored sunshade located over the front wind shield, and be equipped with integral DOT clearance lights.

Yes___ No ___

60. **FRONT BUMPER**

The front bumper shall be a full width aerodynamic painted/powder coated bumper.

Yes___ No ___

61. **FRONT TOW EYELETS**

There shall be two chassis mounted tow eyelets located on the front of the chassis.

Yes___ No ___

62. **HEADLIGHTS**

The chassis shall have a two headlight system including: halogen aero style composite lamps and daytime running lights.

Yes___ No ___

63. **VEHICLE HORNS**

There shall be a single trumpet air horn – operated by an air solenoid and shall be located in an alternate functional location other than the cab roof.

There shall be dual electric horns located on the front of the vehicle.

Yes___ No ___

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64. **POWER SOURCE – 12 VOLT**

There shall be (2) 12 volt power sources, cigar style receptacle, located in the front dash area of the vehicle.

Yes___ No ___

65. **WEATHERBAND/AM/FM RADIO**

There shall be an AM/FM radio with weather band receiving capabilities including at least a two audio speaker system.

Yes___ No ___

66. **FRONT GRILL**

The front grill shall be dark gray.

Yes___ No ___

67. **FRONT END**

The front end shall be a tilting fiberglass hood.

Yes___ No ___

68. **WINDSHIELD WIPER SPEED CONTROL**

There shall be intermittent speed controlled windshield wiper system controlled from the driver's area.

Yes___ No ___

69. **BODY CIRCUITS - SWITCHED**

There shall be provisions to provide a switch controlled, multi channel, 80 amp max output 12 volt electrical source for the body installer to power body electrical systems.

Yes___ No ___

70. **AUXILIARY SWITCH**

There shall be accessory control switches located on the instrument panel capable of carrying a max of 20 amps, and supplying wiring provision in the cab roof for emergency lighting.

Yes___ No ___

71. **ELECTRICAL SYSTEM – 12 VOLT**

The 12 volt electrical system shall include the following equipment:

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- Battery Box – Steel
- Data Link Connection – Vehicle programming and diagnostic in cab
- Electrical Fuses 5 amp - SAE blade type
- Circuit Breakers – Manual-Reset SAE Type 3 with trip indicators
- Hazard Switch – Push on/Push off Type
- Electric Horn – Single
- Jump Start Stud – located on the positive terminal of the outermost battery
- Parking Lights – Integral with front turn single and rear taillight.
- Starter Switch – Electric key operated
- Stop, Turn, Tail and B/U Light Rear – Combination with reflector
- Turn Signal Front – Flush mounted light and auxiliary side turn signals
- Turn Signal Switch – Self Cancelling
- Windshield Wipers – Electric single motor
- Chassis Wiring – Color coded and continuous numbered

Yes___ No ___

72. **ALTERNATOR**

The alternator shall be a Leece-Neville – 12 volt Brush type with a 180 amp capacity.

Yes___ No ___

73. **BATTERY SYSTEM**

The battery system shall include (3) 12 volt maintenance free battery with the total capacity of 2250 CCA.

Yes___ No ___

74. **BODY BUILDER WIRING**

The chassis shall have wiring provisions for the body builder/installer that include sealed connector for:

- Tail, stop, turn, marker and backup lights

Yes___ No ___

75. **TWO WAY RADIO WIRING**

There shall be a 20 amp protected wiring circuit provided to the enter header console in the cab.

Yes___ No ___

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76. **BACK UP ALARM**

There shall be installed on the rear of the chassis a 102 dBA electric back up alarm.

Yes___ No ___

77. **DIESEL ENGINE**

The chassis shall have a MaxxForce 7, or equivalent, EPA 10 compliant - 300 HP @ 2600 RPM, 660 lb-ft torque @ 1600 RPM diesel fueled engine. The engine shall include provisions for the following:

- Cruise Control – Electronic
- Hand controlled throttle – Mounted on steering wheel
- Engine Oil Drain Plug – Magnetic
- Engine Shut Off – Keyed
- Fuel Filter – Engine Mounted
- Fuel Heater - Included with fuel/water separator
- Fuel/Water Separator – Engine Mounted
- Glow Plug – Automatic with indicator light
- Governor – Electric
- Engine Oil Filter – Drop in Cartridge
- Fan Drive – Viscous Type, Screw On, Nylon Fan
- Air Cleaner – Service protection element, Air Cleaner Restriction Gauge
- Engine Block Heater - 120 volt/1000 watt

Yes___ No ___

78. **ENGINE COOLING SYSTEM**

The engine cooling system shall be heavy-duty aluminum cooling systems designed to meet the specification of the engine manufacture. The system shall be a cross over type system equipped with manufacture approved clamps and hoses.

There shall be a low coolant level audible alarm that sounds in the cab area.

Yes___ No ___

79. **ENGINE COOLANT**

The cooling package shall include Extended Life Coolant (ELC), and shall have provisions to prevent the discharge of coolant to the environment. The coolant shall contain a 50/50 mix of ethylene glycol and de-ionized water to keep the coolant from freezing to a temperature of -34 degrees F.

Yes___ No ___

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80. **AUTOMATIC TRANSMISSION**

The chassis shall be equipped with an Allison 1000 RDS P including:

- 4th generation controls
- Wide ratio 5 speed including overdrive
- Park Pawl
- 19500 lb GVW & 26000GCV Max.
- PTO Provisions
- Transmission oil filter – Transmission mounted
- Transmission oil – Synthetic

Yes___ No ___

81. **TRANSFER CASE**

The transfer case shall be a 2 speed gear driven and include electric shift control that is controlled from the driver/operator area.

Yes___ No ___

82. **FRONT AXLE**

The front axle shall be a Dana Spicer 70-273; single reduction with an 8000 lbs capacity. Axle shall be lubricated with synthetic Oil.

Yes___ No ___

83. **FRONT SUSPENSION**

The front suspension shall be a spring style with a parabolic taper leaf with an 8,000 lb capacity including shock absorbers.

Yes___ No ___

84. **REAR AXLE - SINGLE**

The rear axle shall be Dana Spicer S110: Single reduction, 13,500 lb capacity, 160 Wheel ends, and a gear ratio of 4.30. The axle shall be filled with manufactures recommended synthetic oil.

Yes___ No ___

85. **REAR SUSPENSION**

The rear suspension shall be a single vari-rate suspension with a 13,500 lb capacity, including shock absorbers.

Yes___ No ___

NON-OFFICIAL SPEC
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86. **FRONT WHEELS**

The front wheels shall be painted steel disc, 19.5”, 10 stud, hub piloted, metric mount, 6.00 DC wheels with steel hubs.

Wheel shall be painted to match chassis color including a painted silver band on the outside edge of the wheel.

Yes___ No ___

87. **FRONT TIRES**

The front tires shall be 225/70R19.5, load range rated for axle capacity. Front tires shall be Mud and Snow Rated.

Yes___ No ___

88. **REAR WHEELS – DUAL**

All rear wheels shall be painted steel dual disc, 19.5” x 6.00” DC, 10 stub, metric mount with steel hubs.

Wheel shall be painted to match chassis color including a painted silver band on the outside edge of the wheel.

Yes___ No ___

89. **REAR TIRES – DUAL**

All rear tires shall be 225/70R19.5, Load range load range rated for axle capacity. All tires shall be Mud and Snow Rated.
.

Yes___ No ___

90. **SPARE TIRE AND WHEEL**

There shall be one (1) spare tire and wheel provided with apparatus, and will be the same manufacture and load capacity as specified. The wheel shall be painted to match the other specified wheels.

Yes___ No ___

91. **HVAC**

The cab shall be equipped with an HVAC system to provide heat, defrost and air conditioning. Controls for system shall be within reach of the driver.

The chassis shall have provisions to supply air conditioning to the rear body module.

Yes___ No ___

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92. **HYDRAULIC BRAKE SYSTEM**

The hydraulic brake system shall be a front and rear disc brake system for straight truck applications and shall include the follow components:

- Hydraulic Parking Brake – floor mounted
- Designed to manufactures recommendations based on the GVW and GCVW capacity.
- ABS Ssytem

Yes___ No ___

93. **STEERING GEAR**

The steering gear shall be power assisted.

Yes___ No ___

94. **STEERING COLUMN/ WHEEL**

The cab shall include a steering column which shall include multiple position tilt, telescopic adjustment, and a two (2) spoke steering wheel located at the driver's position. The steering wheel shall be covered with black polyurethane foam padding.

The steering column shall contain a horn button, self-canceling turn signal switch, four-way hazard switch and headlamp dimmer switch.

Yes___ No ___

95. **EXHAUST SYSTEM**

The exhaust system shall be a single horizontal with a frame mounted after treatment device located on the right side of the truck. The exhaust shall discharge behind the right rear of the dual wheel, and be fitted with a Rochester Fire Department Plymovent adaptor.

Yes___ No ___

96. **FUEL TANK**

The fuel tank shall be a top draw non polished aluminum D style tank, and shall be mount saddle style with a quick release outlet on the right side of the vehicle. The tank shall have the minimum capacity of 40 gallons.

Yes___ No ___

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97. **CAB PAINT**

The cab shall be painted following the paint manufactures recommended paint process and shall be Red in color and paint color shall be confirmed with Rochester Fire Department upon receipt of purchase contract. The cab shall be a single color that includes a base coat and finish clear coats.

Yes___ No ___

98. **FRONT AND REAR MUD FLAPS**

One (1) pair of black mud flaps shall be installed behind the front and rear wheels.

Yes___ No ___

99. **REAR MOUNTED RECIEVER HITCH AND ELECTRICAL**

There shall be one (1) frame mounted Class 4 -trailer hitch located on the rear of the apparatus. The body manufacture shall ensure accessibility to safety chain attachment points, receiver's pins and trailer wiring connection points.

There shall be one (1) combination (7 Prong Flat and 4 Pin) trailer electrical connection located on the rear of the apparatus.

Yes___ No ___

100. **CAB TO BODY PASS THROUGH**

There shall be a weather proof pass through provided between the chassis and the crew area of the body. The pass through shall maximize the area available and final design shall be approved by the fire department at the time of preconstruction.

Yes___ No ___

101. **3/16's ALL ALUMINUM MODULAR BODY**

The modular body shall be designed and constructed to carry all types of specialized equipment and shall be installed on the specified chassis.

The modular body shall be constructed entirely of aluminum, including 3/16's smooth aluminum sheet material, capable of carrying the maximum payload allowed by the chassis. Body shall not be constructed using dissimilar metals. All framing and supports shall be welded using a continuous weld with an inert gas automatic welder, and shall interlock to build a complete cage.

This module body construction shall be warranted for a minimum of ten (10) years from the date of manufacture, as designated on manufacturer's certification plate which shall be attached to the modular body.

The module body shall have been tested using the FMVSS Static Load Test.

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A complete description shall be provided with bid proposals for the design, construction process and materials used in the manufacturing for the apparatus body. Descriptions will be evaluated to determine acceptability by the City of Rochester.

Proper rear wheel clearances shall be maintained, as recommended by the chassis manufacturer. An additional 2" clearance shall be provided fore, aft and above each wheel, for improved protection against wheel well and tire damage.

Compartments shall be sweep out design and to be water and dust proof. All compartments shall be made to the maximum practical dimensions to provide maximum storage capacity.

All exterior compartments shall have polished aluminum drip moldings installed above the doors where necessary to prevent water from entering the compartments.

Wheel well panels shall be formed aluminum that is welded in place. There shall be no visible bolt heads, retention nuts or fasteners on the exterior surface of the panel. To fully protect the wheel well area from road debris and to aid in cleaning, a full depth radius wheel well liner shall be provided.

The rear wheel wells shall be radius cut for a streamlined appearance. A polished aluminum fenderette shall be furnished at each rear wheel well opening.

Yes___ No ___

102. **FASTENERS**

All aluminum and stainless steel components shall be attached using stainless steel fasteners.

Compartment door hinges, handrails and running boards shall be attached using minimum 1/4" diameter machine bolt fasteners.

Yes___ No ___

103. **ALUMINUM SUB-FRAME**

The main body sub-frame shall be extruded aluminum and be fully welded to the longitudinal frame rail extrusions that are mounted parallel to the chassis frame rails.

The main body sub-frame shall be constructed of extruded aluminum capable of carrying the weight of the loaded body and run the full width of the apparatus body.

The subframe crossmembers shall be attached to the chassis frame rails using heavy "U" bolt fasteners to allow removal of the subframe and body assembly from the chassis. There shall be a barrier provided between the subframe and body to prevent electrolysis.

Yes___ No ___

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104. **SINGLE AXLE WHEEL AREA**

For ease of accessibility and maintenance, wheel well panels shall be double break formed painted smooth plate that is welded in place.

Yes___ No ___

105. **BODY DIMENSIONS**

The aluminum rescue body shall be at least 168" long and 95" wide.

Yes___ No ___

106. **DOOR CONSTRUCTION HINGED DOORS**

Any compartment calling for a hinged door shall be supplied with a flush style door, or weather tight equivalent.

Doors shall be fabricated of minimum of 1/8" smooth aluminum. Full panel inner compartment door liners shall be provided and constructed from smooth aluminum. The compartment doors shall have a foam panel glued in place between the exterior and interior door skin.

All compartment door hinges shall be full-length piano type constructed of polished stainless steel with 3/16" stainless steel hinge pin.

All compartment doors shall be provided with hollow core weather stripping to provide a weather tight seal at the door opening and to prevent road spray and debris from entering the compartment.

Side exterior compartment doors shall be furnished with a large stainless steel spring loaded D-handle with slam type latches

A non-moisture absorbing gasket shall be installed between the door latch and the door skin panel.

Yes___ No ___

107. **DOOR CONSTRUCTION ROLL UP DOORS**

Any compartment calling out a roll up door shall be supplied with an Amdor door fabricated from aluminum extrusions.

The door slats shall provide a weather tight barrier from water and dirt.

The track shall be a one (1) piece aluminum assembly that has an attaching flange and finishing flange incorporated into the design that facilitates installation.

A drip rail designed to prevent water from dripping into the compartment shall be provided. The drip rail shall have a built in replaceable non-contacting seal to eliminate scratching of the surface of the door.

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Bottom rail extrusion must have smooth back to prevent loose equipment from jamming the door and have double seal to prevent water and debris from entering the compartment. The door latch system shall be a full width one (1) piece lift bar that enables the user to operate with one hand.

Yes___ No ___

108. **PULL DOWN STRAPS**

Nylon straps shall be provided and installed on each roll up door. The straps shall be black in color.

Yes___ No ___

109. **DOOR DRIP PANS**

An aluminum drip pan shall be provided on the roll up door, and shall be drain lines installed that discharge outside of the compartment.

Yes___ No ___

110. **COMPARTMENT HEIGHT**

The body side compartments shall be not less than 90" high.

Yes___ No ___

111. **FORWARD CREW AREA**

There shall be a full width crew area located at the front of the body.

A hinged single egress door with windows shall be provided on the passenger's side of the apparatus. There shall be an interior mounted angled grab handle for assisting in entry to the interior area. The exterior door latch shall be a chrome plated D-ring handle and the interior latch shall a chrome plated "L' handle, or equivalent. There shall be a nylon strap door stop mounted on the rear door, to stop the door from opening too wide.

An approximately 30" x 15" sliding window shall be provided and installed on the driver's side of the body to provide personnel a better view outside while seated in the riding position.

Each window shall be grey tinted automotive safety glass with integral aluminum frame.

Each window shall have a spring loaded catch for locking from the interior and shall have a removable screen.

Yes___ No ___

112. **FORWARD CREW AREA SEATING**

There shall be a forward facing crew area with seating for three (3) crew members.

Yes___ No ___

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113. **INTERIOR WALKWAY HEIGHT**

The height of the interior rescue body from floor to finished ceiling shall be no less than 76”.

Yes___ No ___

114. **ALUMINUM DIAMOND PLATE INTERIOR WALKWAY FLOOR**

A diamond plate walking surface constructed of .125" aluminum shall be provided for the interior of the rescue body. The walkway surface shall comply with applicable NFPA standards.

There shall be a floor drain provided to prevent the accumulation of water in the crew area.

Yes___ No ___

115. **INTERIOR WALKWAY SUB FLOOR**

The walkway sub floor shall be constructed of an aluminum grid and be insulated with solid foam insulation for the interior rescue body. The underside of the material shall be protected from road spray with a sub-panel of aluminum or stainless steel.

Yes___ No ___

116. **INTERIOR BODY INSULATION**

The interior upper walls and ceiling of the apparatus body shall be insulated with solid foam insulation to provide the highest R value possible.

Yes___ No ___

117. **INTERIOR WALLS LOWER WALKWAY**

The interior lower walkway walls of the apparatus body shall be covered with aluminum diamond plate.

Yes___ No ___

118. **INTERIOR WALLS UPPER SIDES**

The interior upper side walls of the apparatus body shall be covered with aluminum diamond plate.

Yes___ No ___

119. **INTERIOR CEILING**

The interior ceiling of the apparatus body shall be covered with aluminum diamond plate. The material shall be secured with chrome or stainless steel fasteners and moldings.

Yes___ No ___

NON-OFFICIAL SPEC
DO NOT USE TO BID

120. **CREW SEATING**

Three (3) rear facing Bostrom tanker style ABTS seats, or equivalent, shall be installed in the interior crew area.

The seat positions shall have red retractable 3-point integral (ABTS) lap and shoulder harness, providing additional safety and security for personnel.

The seat shall be equipped with seat belt indicator and vehicle data recorder provisions per NFPA recommendations.

Yes___ No ___

121. **UNDER SEAT COMPARTMENT**

There shall be a storage compartment under the forward facing crew seat(s). The compartment shall be an open front design that is enclosed using cargo net with seat belt type latches located at the top of the opening. The compartment shall be divided equally into three sections. The compartment shall be constructed of aluminum diamond plate.

Yes___ No ___

122. **INTERIOR WALL CABINET**

The front wall of the crew module shall have a custom designed wall cabinet, and shall be no less than 18" deep and divided into three sections maximizing the height and width available, as detailed below:

The cabinet shall be constructed of .125" smooth aluminum and be bolted into the interior of the body, permitting easy removal for access to electrical equipment, wiring, or future design changes of the body interior.

All adjustable shelves shall be full width between dividers, constructed of .125" thick smooth aluminum plate, and shall be mounted in an interior cabinet with double bolt cast aluminum shelf brackets. Each shelf shall have a broken front edge (2" up), and a broken rear edge (2" down) for added strength and reinforcement.

Yes___ No ___

123. **INTERIOR CABINET 1 - Driver's side, left side facing cab**

The Interior Cabinet 1 shall be no less than 30" in width and have (4) adjustable shelves as pervious outlined. Adjustable shelving track shall be installed from floor to ceiling.

The cabinet shall be enclosed using (2) sections cargo style netting with seat belt type latches, this cargo netting shall be installed on the long outside vertical edge and latch toward the center.

Yes___ No ___

NON-OFFICIAL SPEC
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124. **INTERIOR CABINET 2 - Center section facing cab**

The Interior Cabinet 2 shall utilize the remaining width not utilized by Cabinet's 1 and 3, in this area there shall be (2) fixed shelves, one being located 18" down from the ceiling and the other bottom of the specified pass through window. There shall be one (1) adjustable shelf located below the lower fixed shelf. Adjustable shelving track shall be installed from floor to ceiling.

The cabinet shall be enclosed using (2) sections of cargo style netting with seat belt style latches, this cargo netting shall be installed on the lower horizontal edge and latch toward the center.

Yes___ No ___

125. **INTERIOR CABINET 3 - Passengers side facing cab**

The interior Cabinet 3 shall be no less than 30" in width and have one horizontal hanging bar for the storage of water rescue suits.

The cabinet shall be enclosed using (1) section of cargo style netting with seat belt style latches, this cargo net shall be installed on the long outside vertical edge and latch toward the center.

There shall be a floor drain and 1" raise edge provide in the bottom of the cabinet to form a basin to prevent water spreading to crew area.

Yes___ No ___

126. **INTERIOR BODY HEATING SYSTEM**

The interior of the apparatus body shall be equipped with one (1) heavy duty 30,000 BTU hot water heater system. The unit shall be piped to the chassis radiator system with standard heater hose.

The hose shall be properly clamped and secured in place, properly protected from engine exhaust or mechanical damage. The system shall be equipped with shut-off valves at the engine area connection. This will permit shut-off for summer operation or servicing of the system.

The heater shall be fully enclosed with a removable grill guard for protection of the heater. The heater unit shall be equipped with a 12 volt two-speed blower fan.

Yes___ No ___

127. **CHASSIS DRIVEN AIR CONDITIONER**

An air conditioner shall be installed rated to provide adequate air conditioning to the interior body. The air conditioning system shall be a RED-DOT, or equivalent, assembly driven by the chassis engine. The controls of the air conditioner shall be installed on the unit, or control from the rear crew area.

Yes___ No ___

NON-OFFICIAL SPEC
DO NOT USE TO BID

128. **ESCAPE HATCH**

One (1) bus style escape hatch shall be installed on the apparatus body. The center roof area of the apparatus body shall be reinforced for the installation of a bus style escape hatch. The opening shall allow for the escape of firefighter/occupants in the event of a roll over accident.

The hatch shall be weather tight and be designed to be manually opened from the inside and outside of the vehicle, and shall include gas operated pistons to hold the hatch open.

Yes___ No ___

129. **INTERIOR CEILING CLEAR DOME LIGHT**

Three (3) LED ceiling mounted light shall be provided in the interior of the rescue body, and activate upon opening of the crew area door. The light shall have a manual switch at each dome light. Light color shall be clear.

Yes___ No ___

130. **INTERIOR CEILING RED DOME LIGHT**

Two (2) LED ceiling mounted light shall be provided in the interior of the rescue body. The light shall have a manual switch at each dome light. Light color shall be red.

Yes___ No ___

131. **L1- RIGHT FRONT COMPARTMENT**

There shall be one (1) low compartment located ahead of the rear wheels. The compartment shall be equipped with no less than 13.5 inch high double hinged doors, and shall not be less than 23” in interior depth. This compartment shall not protrude through the crew area floor.

The compartment shall be equipped with the following:

COMPARTMENT VENTILATION

One (1) louver with filter shall be installed in the compartment.

TURTLE TILE COMPARTMENT FLOOR

The floor area of the compartment shall be fitted with removable vinyl Turtle Tile matting. The matting shall be interlocking modules approximately 12" square by 9/16" thick.

COMPARTMENT LIGHTS

Two (2) full height AMDOR Luma Bar vertically mounted roll-up compartment LED door lights shall be installed one each side of the door opening. The compartment lights shall be integrated into the roll-up door tracks with the light actuation with the door opening.

NON-OFFICIAL SPEC
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The compartment light shall be controlled by a heavy duty switch, located on each compartment door. The cable connections and switch terminals shall be resistance to harsh conditions.

Yes___ No ___

132. **L2 - LEFT OVERWHEEL COMPARTMENT**

There shall be one (1) compartment above the rear wheels. The compartment shall be equipped with a single natural finish Amdor brand roll up door.

COMPARTMENT DIMENSIONS

The compartment shall be no less than 23" deep and utilize the maximum height of the body for interior compartment space.

The compartment shall be equipped with the following items:

COMPARTMENT VENTILATION

One (1) louver with filter shall be installed in the compartment.

ADJUSTABLE SHELVING TRACKS

The compartments shall be equipped with aluminum adjustable tracks, vertically mounted, that are bolted in place for adjustable shelving and equipment mounting.

ADJUSTABLE SHELF

Two (2) adjustable shelves shall be installed in compartment L1. All adjustable shelves shall be full width between walls, constructed of .125" thick smooth aluminum plate, shall be mounted in the compartment with double bolt cast aluminum shelf brackets. Each shelf shall have a broken front edge (2" up), and a broken rear edge (2" down) for added strength and reinforcement.

TURTLE TILE SHELF / TRAY/FLOOR

The shelf/tray/floor shall be fitted with removable vinyl Turtle Tile matting. The matting shall be interlocking modules approximately 12" square by 9/16" thick.

COMPARTMENT LIGHTS

Two (2) full height AMDOR Luma Bar vertically mounted roll-up compartment LED door lights shall be installed one each side of the door opening. The compartment lights shall

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be integrated into the roll-up door tracks with the light actuation with the door opening.

The compartment light shall be controlled by a heavy duty switch, located on each compartment door. The cable connections and switch terminals shall be resistance to harsh conditions.

Yes___ No ___

133. **L3 - LEFT REAR COMPARTMENT**

There shall be one (1) full height compartment located behind the rear wheels. The compartment shall be equipped with a full height single natural finish Amdor brand roll up door.

COMPARTMENT DEPTH

The compartment shall not be less than 23" deep.

The compartment shall be equipped with the following items:

COMPARTMENT VENTILATION

One (1) louver with filter shall be installed in the compartment.

ROLL-OUT ALUMINUM TOOL BOARD

One (1) roll-out tool board panel shall be mounted vertically within compartment. The panel and tracks shall be rated to a maximum load of 600 lb. panel to be formed of smooth aluminum capable of supporting the RFD supplied outboard motor and fuel tank.

The tool board shall slide out to full extension of the compartment, with a device to hold tool board in both fully-extended and stored positions.

The tool board shall be equipped with custom fabricated mounting provisions for storage of a Dept supplied portable boat motor and fuel tank. (Honda 4 Stroke 20 hp, 104lbs, Model Number BF20DKSH) Design specifications shall be provided and approved by the fire department at preconstruction meeting.

TURTLE TILE COMPARTMENT FLOOR

The floor area of the compartment shall be fitted with removable vinyl Turtle Tile matting. The matting shall be interlocking modules approximately 12" square by 9/16" thick.

COMPARTMENT LIGHTS

Two (2) full height AMDOR Luma Bar vertically mounted roll-up compartment LED door lights shall be installed one each side of the door opening. The compartment lights shall be integrated into the roll-up door tracks with the light actuation with the door opening.

The compartment light shall be controlled by a heavy duty switch, located on each compartment door. The cable connections and switch terminals shall be resistance to harsh conditions.

Yes___ No ___

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134. **R1 - RIGHT OVERWHEEL COMPARTMENT**

There shall be one (1) compartment above the rear wheels. The compartment shall be equipped with a single natural finish Amdor brand roll up door.

COMPARTMENT DIMENSIONS

The compartment shall be no less than 23" deep and utilize the maximum height of the body for interior compartment space.

The compartment shall be equipped with the following items:

COMPARTMENT VENTILATION

One (1) louver with filter shall be installed in the compartment.

ADJUSTABLE SHELVING TRACKS

The compartments shall be equipped with aluminum adjustable tracks, vertically mounted, that are bolted in place for adjustable shelving and equipment mounting.

ADJUSTABLE SHELF

Two (2) adjustable shelves shall be installed in compartment R1. All adjustable shelves shall be full width between walls, constructed of .125" thick smooth aluminum plate, and shall be mounted in the compartment with double bolt cast aluminum shelf brackets. Each shelf shall have a broken front edge (2" up), and a broken rear edge (2" down) for added strength and reinforcement.

TURTLE TILE SHELF / TRAY/FLOOR

The shelf/tray/floor shall be fitted with removable vinyl Turtle Tile matting. The matting shall be interlocking modules approximately 12" square by 9/16" thick.

COMPARTMENT LIGHTS

Two (2) full height AMDOR Luma Bar vertically mounted roll-up compartment LED door lights shall be installed one each side of the door opening. The compartment lights shall be integrated into the roll-up door tracks with the light actuation with the door opening.

The compartment light shall be controlled by a heavy duty switch, located on each compartment door. The cable connections and switch terminals shall be resistance to harsh conditions.

Yes___ No ___

135. **R3 - RIGHT REAR COMPARTMENT**

There shall be one (1) full height compartment located behind the rear wheels. The compartment shall be equipped with a full height single natural finish Amdor brand roll up door.

NON-OFFICIAL SPEC
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COMPARTMENT DEPTH

The compartment shall not be less than 23" deep.

The compartment shall be equipped with the following items:

COMPARTMENT VENTILATION

One (1) louver with filter shall be installed in the compartment.

ADJUSTABLE SHELVING TRACKS

The compartments shall be equipped with aluminum adjustable tracks, vertically mounted, that are bolted in place for adjustable shelving and equipment mounting.

ADJUSTABLE SHELVES

Three (3) adjustable shelves shall be installed in compartment R2. All adjustable shelves shall be full width between walls, constructed of .125" thick smooth aluminum plate, and shall be mounted in the compartment with double bolt cast aluminum shelf brackets. Each shelf shall have a broken front edge (2" up), and a broken rear edge (2" down) for added strength and reinforcement.

TURTLE TILE COMPARTMENT SHELF / TRAY/FLOOR

The shelf/tray/floor shall be fitted with removable vinyl Turtle Tile matting. The matting shall be interlocking modules approximately 12" square by 9/16" thick. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

COMPARTMENT LIGHTS

Two (2) full height AMDOR Luma Bar vertically mounted roll-up compartment LED door lights shall be installed one each side of the door opening. The compartment lights shall be integrated into the roll-up door tracks with the light actuation with the door opening.

The compartment light shall be controlled by a heavy duty switch, located on each compartment door. The cable connections and switch terminals shall be resistance to harsh conditions.

Yes___ No ___

136. **B1 - REAR CENTER COMPARTMENT**

There shall be one (1) full height compartment located at the rear of the apparatus. The compartment shall be equipped with an Amdor brand full height natural finish roll up door.

The compartment shall not be less than 87.00 inches deep.

The compartment shall be equipped with the following:

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COMMARTMENT FLOOR

The compartment floor shall be the full width and depth of the compartment.

STAINLESS STEEL RESCUE LITTER

There shall be provisions for the slide in/out storage for one RFD provided Stainless Steel Rescue Litter. The litter shall be located on the left side wall and shall not be located within 36” for the compartment floor. The litter shall be secure with a nylon strap and seat belt style buckle.

EQUIPMENT SECUREMENT

There shall be two (2) eyelets furnished at the rear of the body and attached directly to each chassis frame rail. The eyelets shall be located in the B1 rear compartment on the outboard edge. The eyelets shall be provided for securing RFD supplied boat cart.

There shall be one (1) eye bolt furnished on the forward wall, approximately 30” off the floor, the eye bolt shall have at least a 1” eyelet and rated for no less than 400lbs. There shall be one (1) six to eight inch boat dock style cleat located on the left/rear side of the compartment.

COMPARTMENT VENTILATION

One (1) louver with filter shall be installed in the compartment.

TURTLE TILE COMPARTMENT FLOOR

The floor area of the compartment shall be fitted with removable vinyl Turtle Tile matting. The matting shall be interlocking modules approximately 12" square by 9/16" thick.

COMPARTMENT LIGHTS

Two (2) full height AMDOR Luma Bar vertically mounted roll-up compartment LED door lights shall be installed one each side of the door opening. The compartment lights shall be integrated into the roll-up door tracks with the light actuation with the door opening.

The compartment light shall be controlled by a heavy duty switch, located on each compartment door. The cable connections and switch terminals shall be resistance to harsh conditions.

Yes___ No ___

137. **B1 - EXTERIOR CARGO RAMP**

There shall be a light weight aluminum fold down bi-fold style cargo ramp installed on the exterior body, exterior of the roll up door. The ramp shall be approximately 42.00-inches wide x 120-inches long and shall be clad in NFPA compliant high traction treadplate material. The ramp shall fold in the middle for transport and shall be

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permanently attached. Provision shall be provided to prevent hand or finger pinch points via adequate spacing body and between ramps when folded.

Yes___ No ___

138. **REAR STEP - 8" BOLT-ON**

An 8" deep step shall be provided at the rear of the apparatus body, bolted in place and easily removable for replacement or repair. The tailboard shall be constructed of aluminum diamond plate or equal non-slip surface in compliance with NFPA #1901 standards.

The maximum height of the step assembly shall be no more than 24" from the ground when the apparatus is in the loaded condition. A label shall be provided warning personnel that riding on the rear step while the apparatus is in motion is prohibited.

Yes___ No ___

139. **FRONT BODY PROTECTION PANELS**

Aluminum tread plate overlays and panels shall be installed on the front of the body from the lower edge and extend up 30 inches.

Yes___ No ___

140. **EXTRUDED ALUMINUM RUB RAILS**

Full body length polished aluminum rub rails shall be bolted in place on the lower right and left body sides. The side rub rails shall be a heavy extruded aluminum "C" channel. Red and white reflective material shall be applied to the vertical surface of the "C" channel. The reflective stripe shall be continuously applied along the length of the rubrail.

Yes___ No ___

141. **NYLON SPACERS FOR RUB RAILS**

There shall be nylon spacers provided between the rubrail and the body. This shall allow wash out and replacement in the event of damage.

Yes___ No ___

142. **WHEEL WELL PROVISION LOCATION**

The wheel well provisions shall be located on the left side of the apparatus, behind of the rear wheels.

There shall be a fuel fill cap provided in the recessed area of the left side rear wheel well clearly marked, "DIESEL FUEL ONLY". The fill shall be piped to the fuel tank.

Yes___ No ___

143. **WHEEL WELL PROVISION LOCATION**

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The wheel well provisions shall be located on the right side of the apparatus, ahead and behind the rear wheels.

Two (2) breathing air cylinder storage compartment shall be provided and located in the fore and aft rear wheel well of the apparatus body.

The cylinder storage compartments shall be constructed entirely of aluminum. The door assemblies shall be bolted in-place and removable for repair or replacement.

Compartment shall be provided with SCBA cylinder scuff protection. A brushed aluminum door with push button trigger latch shall be provided.

One (1) one-inch (1") wide loop of black webbing shall be installed in each SCBA compartment to prevent the bottle from sliding out of the compartment in case of door failure.

Yes___ No ___

144. **LOW VOLTAGE ELECTRICAL SYSTEM**

The electrical system shall include all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The electrical equipment installed by the apparatus manufacturer shall conform to current automotive electrical system standards, the latest Federal DOT standards, and the requirements of the applicable NFPA standards.

All wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for the protected circuit. Voltage drops in all wiring from the power source to the using device shall not exceed 10 percent. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. All wiring looms shall be properly supported and attached to body members.

The wiring connections and terminations shall use a method that provides a positive mechanical and electrical connection and shall be installed in accordance with the device manufacturer's instructions. Electrical connections shall be with mechanical type fasteners and large rubber grommets where wiring passes through metal panels.

The wiring between the cab and body shall be joined using Deutsche type connectors or an enclosed in a terminal junction panel area.

Any electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. In addition, the main body junction panel shall house the automatic reset breakers and relays where required.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless they are enclosed in a junction box or covered with a removable electrical panel. The wiring shall be secured in place and protected against heat, liquid contaminants and damage. Wiring shall be uniquely identified every three-inches (3") by color coding or permanent marking with a circuit function code and identified on a reference chart or electrical wiring schematic per requirements of applicable NFPA #1901 standards.

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The electrical circuits shall be provided with low voltage overcurrent protective devices. Such devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. The overcurrent protection shall be suitable for electrical equipment and shall be automatic reset type and meet SAE standards.

The warning lights shall be switched in the chassis cab with labeled switches in an accessible location. Individual rocker switches shall be provided only for warning lights provided over the minimum level of warning lights in either the stationary or moving modes. All electrical equipment switches shall be mounted on a switch panel mounted in the cab convenient to the operator. The warning light switches shall be of the rocker type. For easy nighttime operation, an integral indicator light shall be provided to indicate when the circuit is energized. All switches shall be appropriately identified as to their function.

A single warning light switch shall activate all required warning lights. This switch will allow the vehicle to respond to an emergency and "call for the right of way". When the parking brake is applied, a "blocking right of way" system shall automatically activate per requirements of the applicable NFPA standards. All "clear" warning lights shall be automatically turned off upon application of the parking brake.

Yes___ No ___

145. **DATA RECORDING SYSTEM**

The chassis shall have a Class One Vehicle Data Recorder system installed. The system shall be designed to meet NFPA 1901. The following information shall be recorded:

- Vehicle Speed
- Acceleration
- Deceleration
- Engine Speed
- Engine Throttle Position
- ABS Event
- Seat Occupied Status
- Seat Belt Status
- Master Optical Warning Device Switch Position
- Time
- Date

Each portion of the data shall be recorded at the specified intervals and stored for the specified length of time to meet NFPA 1901 guidelines and shall be retrievable by connecting a laptop computer to the VDR system.

Yes___ No ___

146. **LOAD MANAGER**

The apparatus shall be equipped with a First Class Automatic Load Shedding System for performing continuous electrical load management. The Load Manager shall have the following features:

- Monitor 12-volt system and detect low voltage.

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- Capability to control loads.
- Automatic reset when voltage rises.
- Adjustable voltage setpoint.

Yes___ No ___

147. **ELECTRICAL CONSOLE WITH EMERGENCY LIGHT SWITCH**

An electrical console shall be constructed of smooth aluminum material. Console shall be designed and installed between the driver and passenger seats. The top face of the console shall be designed for the storage of 4 – 3" binders, and have a lockable key storage compartment.

Yes___ No ___

148. **MASTER ELECTRIC SWITCH**

One (1) master battery disconnect switch shall be located conveniently to the driver of the apparatus. The switch shall disconnect the 12 volt power supply from the battery system.

Yes___ No ___

149. **BATTERY CHARGER**

One (1) Kussmaul Autocharge 1200 model #091-53-12, 40 amp fully automatic high output battery charger shall be wired to the 12 volt battery system. The charger unit shall be mounted in a clean dry area and will be accessible for service and/or maintenance.

Yes___ No ___

150. **AUTO-EJECT**

A Kussmaul "Super Auto-Eject" 20-amp automatic disconnect device shall be provided and installed on the 110 volt shoreline connection complete with weatherproof cover and matching plug. The Auto-Eject shall be activated by the chassis starter switch to disconnect the plug.

Yes___ No ___

151. **AUTO – EJECT OUTLET LOCATION**

The shore power plug shall be located at the left side of the chassis adjacent to the drivers area..

Yes___ No ___

152. **12 VOLT POWER SOURCE**

One (2) 12 volt power and ground connection rated at 15 amps shall be provided on the front wall of the interior crew area of the apparatus body.

The power source shall be run through the chassis master battery switch and shall be deactivated when the master switch is in the "OFF" position.

Yes___ No ___

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153. **MARKER LIGHTS**

LED marker lights shall be installed on the vehicle in conformance to the Department of Transportation requirements.

Yes___ No ___

154. **TAIL LIGHTS**

Two (2) Federal QuadraFlare LED tail/brake lights shall be provided. The rectangular 6"x4" light shall be red.

Yes___ No ___

155. **TURN SIGNALS**

Two (2) Federal QuadraFlare turn signals shall be provided. The rectangular LED light shall be 4" x 6" in dimension.

Yes___ No ___

156. **BACKUP LIGHTS**

Two (2) Federal QuadraFlare LED backup lights shall be installed on the rear of the apparatus body. The dimensions shall be 4" x 6" and the lens color shall be clear.

Yes___ No ___

157. **FOUR LIGHT BEZEL**

Two (2) tail light cluster bezels shall be supplied. Each bezel shall be designed to hold the specified rear lights located at the lower rear corners of the body.

Yes___ No ___

158. **CAB GROUND LIGHTS**

LED ground lights shall be installed under the two (2) cab doors.

Yes___ No ___

159. **MID BODY GROUND LIGHTS**

Two (2) LED ground lights shall be installed under the mid-body of the apparatus. One (1) light shall be located on the driver's side and one (1) light located on the officer's side of the apparatus.

Yes___ No ___

160. **REAR STEP GROUND LIGHTS**

Two (2) LED ground lights shall be installed under rear step of the apparatus.
The ground lights shall automatically activate when the parking brake is applied.

Yes___ No ___

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161. **REAR TAILBOARD LIGHTS**

Two (2) LED step lights with clear lens shall be installed to illuminate the step surfaces at the rear of the apparatus body.

The step/walkway light switch shall be installed and wired to the parking brake.

Yes___ No ___

162. **SCENE LIGHT**

Six (6) side scene lights, with bezels, shall be Fire Research Spectra LED scene lights. The polycarbonate lens shall project light down to illuminate an area surrounding the apparatus body. Each scene light shall measure 6.75" high by 9" wide. Scene lights shall be activated by a switch on the driver's console.

Two (2) scene light shall be located on the left side, right side and rear of the apparatus body.

The rear scene lights shall activate automatically upon placing the transmission into reverse.

Yes___ No ___

163. **DOOR OPEN/HAZARD WARNING LIGHT**

One (1) red flashing, warning light shall be provided and installed in the driver's compartment to indicate an open passenger or apparatus compartment door. The warning light shall also be attached to folding equipment racks. The light shall be a flashing rectangular LED marker light with a red lens and shall be properly marked and identified.

Yes___ No ___

164. **ELECTRIC SIREN**

One (1) electronic siren/controller shall be mounted in the cab. The unit shall feature an electronic air horn, wail, yelp, hi-lo siren and shall have a hard wired microphone.

Yes___ No ___

165. **SPEAKER**

One (1) 100-watt speaker shall be installed. The aluminum speaker shall include a polished trim.

The siren speaker shall be installed in the center of the apparatus bumper.

Yes___ No ___

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166. **LIGHTBAR**

One (1) Federal Signal Model #535NFPA6P2 lightbar shall be installed. The ViewPoint, split V-shaped lightbar shall have three pods on each side with a total of fourteen (14) 6-LED **Solaris** light modules, (10) red, (4) white. The lens color shall be red and white, and shall be located on the apparatus cab roof. The white lights shall disable with the application of the park brake.

Yes___ No ___

167. **TRAFFIC LIGHT CONTROL**

One (1) 3-M Opticom traffic light emitter system and control device shall be installed as specified in the lightbar.

Yes___ No ___

168. **UPPER REAR WARNING LIGHTS**

One (1) pair of Federal Signal, model QL97XF-R, Quadra Flare series red Solaris LED warning lights shall be installed, one each side of the upper rear of the apparatus body.

The light shall include a red lens with red LEDs, and the dimensions of the light shall be approximately 7" x 9".

There shall be chrome bezels supplied and installed on the warning lights.

Yes___ No ___

169. **UPPER SIDE FRONT WARNING LIGHTS**

One (1) pair of Federal Signal, model QL97XF-R, Quadra Flare series red Solaris LED warning lights shall be installed, one each side on the front of the upper apparatus body.

The light shall include a red lens with red LEDs, and the dimensions of the light shall be approximately 7" x 9".

There shall be chrome bezels supplied and installed on the warning lights.

Yes___ No ___

170. **UPPER SIDE WARNING LIGHTS**

Two (2) pair of Federal Signal, model QL97XF-R, Quadra Flare series red Solaris LED warning lights shall be installed; one pair shall be mounted on the upper side section of the apparatus body.

The light shall include a red lens with red LEDs, and the dimensions of the light shall be approximately 7" x 9".

There shall be chrome bezels supplied and installed on the warning lights

Yes___ No ___

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171. **LOWER FRONT WARNING LIGHTS**

One (1) pair of Federal Signal Quadra Flare, model QL73XF-L, series red Solaris LED warning lights shall be installed, one each side on the front of the chassis cab.

The light shall include a red lens with red LEDs, and the dimensions of the light shall be approximately 3" x 7".

There shall be chrome bezels supplied and installed on the warning lights.

Yes___ No ___

172. **INTERSECTION WARNING LIGHTS**

One (1) pair of Federal Signal Quadra Flare, model QL73XF-L, series red Solaris LED warning lights shall be installed, one each side of the chassis cab.

The light shall include a red lens with red LEDs, and the dimensions of the light shall be approximately 3" x 7".

There shall be chrome bezels supplied and installed on the warning lights.

Yes___ No ___

173**.** **LOWER MID-BODY WARNING LIGHTS**

One (1) pair of Federal Signal, model PX600-R series red IPX6 IMPAXX LED warning lights shall be installed, one each side of the apparatus body, as far rear as possible.

The light shall include a red lens with red LEDs.

There shall be chrome bezels supplied and installed on the warning lights.

Yes___ No ___

174. **LOWER REAR SIDE WARNING LIGHTS**

One (1) pair of Federal Signal, model PX600-R series red IPX6 IMPAXX LED warning lights shall be installed, one each side of the apparatus body, as far rear as possible.

The light shall include a red lens with red LEDs.

There shall be chrome bezels supplied and installed on the warning lights.

Yes___ No ___

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175. **LOWER REAR WARNING LIGHTS**

One (1) pair of Federal Signal, model QL64F-R and QL64F-B, QuadraFlare series red and blue Solaris LED warning lights shall be installed, one each side on the lower rear of the apparatus body.

The light shall include a red lens with red LEDs and blue lens with blue LEDs, and the dimensions of the lights shall be approximately 4" x 6".

There shall be chrome bezels supplied and installed on the warning lights.

Yes___ No ___

176. **CAB/BODY PAINT EXTERIOR**

The cab/body shall be painted prior to the installation of glass accessories and all other cab/body trim to ensure complete paint coverage and the maximum in corrosion protection of all metal surfaces. All paint and body work shall be completed per paint manufactures specifications and industry standards to include:

- Two primer coats
- Two finish coats
- Prior to the application of any coatings, all surfaces shall be thoroughly cleaned and conditioned to the paint manufacture's specifications
- All paint shall be free of Lead, Chromate and Isocyanates.
- All cab, chassis and body paint shall be guaranteed against paint and metal corrosion for a period not less than ten years.
- The body shall be painted to match the standard for Ford Red as specified with the chassis.
- A detailed description shall be provided of the cab, chassis and body preparation, painting and materials with the bidder proposal.

Yes___ No ___

177. **INTERIOR COMPARTMENT FINISH**

The interior of the exterior compartments shall be unpainted and have a D/A orbital sander finish.

Yes___ No ___

178. **WHEEL PAINTING**

The front wheels and rear wheels shall be finish painted to match the apparatus body, and have a silver band painted around the outside edge of the wheel. Wheels shall be properly prepared and finished with primer coats and top coats as specified.

Yes___ No ___

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179. **UNDERCOATING**

The cab fenders and entire underside of the two-door commercial chassis cab is to be cleaned and properly prepared for application of a sprayed on automotive type undercoating for added corrosion resistance. Undercoating is to be a solvent based, rubberized coating, black in color.

The entire underside of the single axle apparatus body is to be cleaned and properly prepared for application of a sprayed on automotive type undercoating for added corrosion resistance. Undercoating is to be a solvent based, rubberized coating, black in color.

Yes___ No ___

180. **LETTERING**

The lettering shall be supplied by the dealer as follows;

“SPECIAL 2 OPERATIONS” White with Black Outline Reflective Lettering. “2” shall be Blue with Black Outline located on each side of the Upper Body Header and the Rear Body Header.

“ROCHESTER” and “FIRE DEPT.” Gold with Black Outline reflective Letting. Chassis Door, Rochester shall be located above the RFD Patch and Fire Dept. shall be located below RFD Patch. RFD Patch will be provided by the fire department.

“SO 2” Six (6) inch Blue Reflective Lettering. L2 and R3 roll up doors.

Yes___ No ___

181. **CAB AND BODY STRIPE**

A straight Scotchlite reflective stripe, 6" minimum in width, shall be applied horizontally around the cab and body in compliance with applicable NFPA 1901 standards.

The color of the 3M brand striping material shall be white.

Yes___ No ___

182. **CHEVRON STRIPING**

The entire rear portion of the body shall have 3M reflective red and amber striping installed. The chevron style striping shall be applied at a 45-degree upward angle pointing towards the center upper portion of the rear panel.

Yes___ No ___

183. **REFLECTIVE STRIPE**

Reflective striping shall be installed on the interior of each chassis door.

Yes___ No ___

184. **ENGINE EXHAUST ACCESSORIES**

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A Plymovent compatible exhaust temperature mitigation device shall be shipped loose for installation by the body manufacturer on the vehicle.

Yes___ No ___

185. **BUMPER TO BUMPER WARRANTY**

The manufacturer shall provide a one (1) year bumper-to-bumper warranty. The manufacturer shall supply details of their warranty information with their bid submission.

Yes___ No ___

186. **CHASSIS FRAME RAIL PREPARATION**

Chassis muffler, filters, ejectors, and reservoirs shall be relocated, if necessary, to accommodate the body without modifying body compartmentation. The chassis frame rails shall be the proper length to fully support the modular body. If the frame rails need to be extended, they shall be properly modified following the chassis manufacturer's specific guidelines.

Yes___ No ___

187. **CHASSIS RELATED EXPENSES**

The manufacturer shall be responsible for chassis related expenses. This shall include handling, housing and inspection to insure that the chassis arrived as ordered. In addition, the manufacturer shall maintain garage keepers insurance for the full amount of the chassis value.

A final inspection with a written report shall be provided upon completion of the unit. It shall include a road test, any required adjustments to belts, headlight alignment, checking of all fluid levels and proper inflation of tires. Any required repairs shall be performed prior to delivery.

Yes___ No ___

188. **CHASSIS DELIVERY**

If required the specified chassis shall be picked up from the manufactures plant and driven to the final stage manufacturer. All expenses shall be borne by the body manufacturer.

Yes___ No ___

189. **FACTORY LIAISON/PROJECT COORDINATOR**

The successful bidder shall appoint a "project coordinator" to be the factory liaison during the course of the entire contract from the initial bid stages, through construction and final delivery.

The coordinator shall be the purchaser's prime contact during the course of the contract. It is important to this agency that the coordinator be well experienced in the sales and construction of rescue vehicles.

The coordinator shall be a full time employee of the manufacturer and shall

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maintain normal business hours *(40 hours, 5 days a week)* at the manufacturer's facility. Coordinator shall monitor construction of the vehicle on a daily basis. He/She will notify the purchaser of any potential problems and will report progress on a regular basis.

Project Coordinator: *(Name/Position)*

_____

Number of Years Experience with Emergency Apparatus:

_____

Number of Years Employed By Manufacturer:

_____

Total Successful Projects *(Vehicles)* **Handled with Current Manufacturer:**

_____

Hours/Days a Week Coordinator is Available at Factory:

_____

Manufacturer will notify this agency in writing of any personnel change that will affect the status of Project Coordinator, as it is not desirable for this agency to be shuffled from one person to another. Any replacement for coordinator shall have equal or more experience as original person.

Yes___ No ___

190. **PRE-CONSTRUCTION CONFERENCE (AT FIRE DEPARTMENT)**

A pre-construction conference shall be conducted at the Fire Department Headquarters, at which time all final designs and equipment mounting locations will be approved, prior to any sheet metal being cut. A factory-trained dealer representative shall be present during the pre-construction conference to answer any design questions relating to the layout of the apparatus.

Yes___ No ___

191. **PRE-PAINT INSPECTION (AT BODY MANUFACTURE LOCATION)**

A pre-paint inspection at the body manufactures location shall be at the option of the City of Rochester Fire Department. Travel expenses for RFD personnel will be provided by the City of Rochester FD.

Yes___ No ___

192. **FINAL INSPESCTION (AT BODY MANUFACTURE LOCATION)**

A final pre-delivery inspection at the body manufactures location shall be scheduled and

NON-OFFICIAL SPEC
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coordinated by the successful bidder. Travel expenses for RFD personnel will be provided by the City of Rochester FD.

Yes___ No ___

193. **DELIVERY**

Final delivery of the completed apparatus shall be made at Rochester Fire Department Apparatus Shop, 1190 Scottsville Rd., Rochester N.Y.

Manufacturer shall notify this agency of the exact completion date at least ten (10) working days prior to completion. The apparatus shall be thoroughly inspected for compliance to this specification prior to acceptance and payment.

If the apparatus is not ready, or major deficiencies are found, it will be the manufacturer's responsibility to cover all expenses associated in making the vehicle acceptable.

Yes___ No ___

194. **DEMONSTRATION/TRAINING**

Fire Department personnel shall be properly instructed as to the proper use of the entire apparatus including, but not limited to, chassis, the apparatus and all equipment. The demonstration shall be done by a factory trained specialist who shall be responsible for complete instruction as to operation and maintenance of the chassis and the completed vehicle.

The demonstration specialist shall remain at the Fire Department's location, to be determined, for (4) full working days for every unit delivered, to provide thorough instruction to all personnel, or as instructed by Chief of the Department. All meals, motel and travel costs shall be the responsibility of the successful bidder.

Yes___ No ___

195. **IN-HOUSE NFPA COMPLIANCE VERIFICATION**

The manufacturer shall test the entire vehicle to assure compliance to current NFPA 1901 Standards.

Yes___ No ___

196. **POLITICAL SUBDIVISIONS**

Bidders should note that other political subdivisions with which the City has entered into municipal cooperation agreements may participate in the contract resulting from this bid award. 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 notify the other political subdivisions that this contract is available to them for purchases.

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P R O P O S A L

The undersigned bidder hereby agrees to furnish the goods and 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.

PURCHASE CONTRACT PROPOSAL

ONE (1) WATER RESCUE RESPONSE APPARATUS: in accordance with specifications and provisions:

DELIVERED UNIT PRICE FOR
THE NEW TRUCK $_____ X 1 = $_____

$_____
TOTAL BID PRICE

MANUFACTURER _____ MODEL NO._____

DELIVERY: _____ CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER

NON-OFFICIAL SPEC
DO NOT USE TO BID

_____ _____
Authorized Signature Typed Name and Title of Authorized Signer

_____
Typed Name of Company
(Continue to pg.61)

P R O P O S A L

SERVICE TERM CONTRACT PROPOSAL

PERCENTAGE DISCOUNT OFF PARTS FOR A WATER RESCUE RESPONSE APPARATUS:

PART I.
PARTS DISCOUNT FROM CURRENT PRICE LIST FOR DELIVERY TO THE CITY:_____% OFF LIST PRICE

PRICE LIST NUMBER:_____

DATE OF PRICE LIST QUOTED: _____

PART II.
LABOR RATE PER HOUR FOR CONTRACTOR'S IN-HOUSE SHOP REPAIRS: $_____/ HOUR

PART III.
PARTS DISCOUNT FROM CURRENT PRICE LIST FOR ITEMS USED BY THE CONTRACTOR FOR IN-HOUSE REPAIRS:_____%

PRICE LIST NO. _____

PRICE COLUMN USED _____

DATE _____

GUARANTEED DELIVERY A.R.O. _____

THE CITY OF ROCHESTER CAN BE APPROVED TO PROVIDE IN-HOUSE WARRANTY REPAIRS (CHECK BOX): _____YES _____NO

_____ _____
Authorized Signature Typed Name and Title of Authorized Signer

_____
Typed Name of Company
(Continued through Page 61)

NON-OFFICIAL SPEC
DO NOT USE TO BID

QUESTIONNAIRE FOR CITY SPECIFICATIONS TO BE FILLED IN BY THE BIDDER AND PRESENTED WITH THE BID PROPOSAL

PROPOSED UNIT:_____

MAKE _____

MODEL_____

YEAR _____

GVW_____

APPROX. WEIGHT _____lb.

GENERAL DIMENSIONS:

WHEELBASE _____in. C.A._____ in.

OVERALL LENGTH _____in.

OVERALL HEIGHT _____ in.

OVERALL WIDTH _____ in.

NON-OFFICIAL SPEC
DO NOT USE TO BID

_____ _____
Authorized Signature Typed Name and Title of Authorized Signer

_____
Typed Name of Company
(Continue to pg.61)

QUESTIONNAIRE FOR CITY SPECIFICATIONS TO BE FILLED IN BY THE BIDDER AND PRESENTED WITH THE BID PROPOSAL – cont.

FRAME:_____

TYPE STEEL _____

SIDE RAIL DIMENSIONS _____

SECTION MODULUS _____

YIELD POINT_____

RESISTING BENDING MOMENTS_____

REINFORCEMENT _____

FULL LENGTH YES___NO___

FULL WIDTH YES___NO___

CAB:

METAL GAUGE: (THICKNESS)

OUTSIDE SKIN _____

DOORS _____

BODY _____

CAB INTERIOR COLOR _____

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continue to pg.61)

NON-OFFICIAL SPEC
DO NOT USE TO BID

QUESTIONNAIRE FOR CITY SPECIFICATIONS TO BE FILLED IN BY THE BIDDER AND PRESENTED WITH THE BID PROPOSAL – cont.

ENGINE:

MAKE _____

MODEL _____

NET S.A.E. BRAKE HORSEPOWER_____AT_____ RPM

NET S.A.E. TORQUE _____LB. FT.

NUMBER OF CYLINDERS _____

LUBE SYSTEM OIL CAPACITY_____U.S. gal.

COOLANT CAPACITY _____U.S. gal.

AUXILIARY ENGINE BRAKE: MAKE_____ MODEL_____

AIR CLEANER:

MAKE _____MODEL_____CAPACITY_____

COOLING SYSTEM:

CAPACITY OF ENTIRE SYSTEM _____QT.

TYPE OF RADIATOR _____

TRANSMISSION: MAKE _____ MODEL _____

FUEL FILTER/WATER SEPARATOR MAKE _____ MODEL _____

REAR SUSPENSION: MAKE _____ MODEL _____

FRONT SUSPENSION: MAKE _____ MODEL _____

AIR DRIER: MAKE _____ MODEL _____

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continue to pg.61)

NON-OFFICIAL SPEC
DO NOT USE TO BID

QUESTIONNAIRE FOR CITY SPECIFICATIONS TO BE FILLED IN BY THE BIDDER AND PRESENTED WITH THE BID PROPOSAL – cont.

CLIMATE CONTROL: MAKE _____ MODEL _____

LOCATION _____

BATTERY(S): VOLTAGE_____ AMP. HRS.

GROUP _____ MAKE _____

ALTERNATOR: MAKE _____ MODEL _____

CHARGING R.P.M. _____

CAPACITY RATING _____

STARTER: MAKE _____MODEL_____

TORQUE RATING _____

UNDERCOATING: MATERIAL _____

MANUFACTURER _____

ADDRESS _____

_____

_____

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continue to pg.61)

NON-OFFICIAL SPEC
DO NOT USE TO BID

QUESTIONNAIRE FOR CITY SPECIFICATIONS TO BE FILLED IN BY THE BIDDER AND PRESENTED WITH THE BID PROPOSAL – cont.

DETAILED DESCRIPTIONS OF THE FOLLOWING (ADDITIONAL DESCRIPTIONS MAY BE PROVIDED WITH PROPERLY REFERENCED ATTACHMENTS):

DROP REAR FRAME OF CHASSIS: INCLUDED: YES___ NO ___

ALUMINUM MODULAR BODY: INCLUDED: YES___ NO ___

EXTERIOR BODY PAINT: INCLUDED: YES___ NO ___

MIL SPEC. NO. _____

ADDRESS WHERE UNDERCOATING IS TO BE DONE:

_____

_____

_____

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continue to pg.61)

NON-OFFICIAL SPEC
DO NOT USE TO BID

EXCEPTION FORM FOR CITY SPECIFICATIONS

TO BE FILLED IN BY BIDDER AND PRESENTED WITH BID PROPOSAL

ON THIS FORM, THE BIDDER MUST IDENTIFY AND EXPLAIN EACH EXCEPTION NOTED ON THE SPECIFICATIONS, WITH REFERENCE MADE TO EACH PAGE AND PARAGRAPH TO WHICH THE EXCEPTION APPLIES.

It shall be understood that if no exceptions are taken, the vendor shall supply each item as specified. (USE ADDITIONAL PAGES IF NECESSARY)

REFERENCE NUMBER	DESCRIPTION

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

(Continue to pg.61)

NON-OFFICIAL SPEC
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P R O P O S A L

PRINT OR TYPE THE FOLLOWING INFORMATION:

_____
Name of Firm or Corporation

_____
Street Address

_____
City State Zip Code

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

_____
Email Address

_____
Date

****

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

_____

Contract No.: 400010 Contract Term:_____

_____
Purchasing Agent

_____
Date

NON-OFFICIAL SPEC
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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.

NON-OFFICIAL SPEC
DO NOT USE TO BID

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.

NON-OFFICIAL SPEC
DO NOT USE TO BID

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.

NON-OFFICIAL SPEC
DO NOT USE TO BID

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.

NON-OFFICIAL SPEC
DO NOT USE TO BID

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.

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

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

24. **Notice of Acceptance**: A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the Invitation to Bid shall be deemed to result in a binding contract without further action by either party.

25. **Tie Bids**: If two or more bidders submit identical bids and are equally qualified, the decision of the City to make award to one or more of such bidders shall be final. Selection may be made by drawing lots.

26. **Resident Bidders - Preference**: Price and other factors being equal, preference may be given first to resident bidders of the City, except when in the judgment of the City such purchases would operate to the disadvantage of the City, and selection by drawing lots shall not apply where the tie bids are between a resident and non-resident bidder.

27. **Specific Bid Quantities**: Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for at contract prices all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any unordered balances as of the contract expiration date unless the contractor furnishes the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

28. **Requirements Bid Quantities**: On "Requirements" bids, acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered.

29. **Availability of Funds**: The City shall be obligated to pay for goods and services received only to the extent that money has been appropriated and encumbered for such purpose. The contractor in turn shall be obligated to perform only so long as money is available to pay for the goods and services it supplies. If this contract extends through one fiscal year of the City into the next year,

NON-OFFICIAL SPEC
DO NOT USE TO BID

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,

NON-OFFICIAL SPEC
DO NOT USE TO BID

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 51and 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 SPEC
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

NON-OFFICIAL SPEC
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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.

NON-OFFICIAL SPEC
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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.

NON-OFFICIAL SPEC
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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 a1nd 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

NON-OFFICIAL SPEC
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this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.

62. **Severability**: If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the laws of the State of New York.

NON-OFFICIAL SPEC
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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.

NON-OFFICIAL SPEC
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