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PRINTED NAME OF BIDDER

**REFUSE BODIES - SIDE LOAD WITH LEAF COLLECTOR**

Invitation to Bid No. 400090

Issued: April 29, 2013

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

BID OPENING: Tuesday, May 28, 2013, at 11:00 a.m.

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

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

**CONTRACT CHARACTERISTICS**

(For definitions or explanations, see General Conditions)

Type of Contract: TERM CONTRACT, FIXED PRICE, 150 DAYS

Bid Deposit Requirement: YES, 5% OF THE TOTAL BID PRICE

Performance Security Requirement: YES, 50% OF THE TOTAL BID PRICE

Insurance Requirement: NONE

Descriptive Literature/Technical Data Requirement: REQUIRED 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.



## REFUSE BODIES - SIDE LOAD WITH LEAF COLLECTOR

### 1. SCOPE

- 1.1 The following specifications are intended to meet the requirements of the City of Rochester to purchase three (3), side load refuse bodies 23-24 cubic yard with leaf collector, chassis mounted and to establish a term contract with the successful bidder to purchase Parts and Repairs for the side load refuse bodies. The purchase of parts and repairs under this agreement shall not exceed a period of three (3) years.
- 1.2 Wherever in these specifications a particular make or model number is indicated, it is done solely to establish the level of quality desired. This should not be interpreted to mean that the make or model specified is the only one acceptable.
- 1.3 However, if the bidder submits a bid on a make or model other than specified, he must present with his bid a detailed specification describing the items he proposes to furnish.
- 1.4 The bidder shall point out in detail wherein the item(s) he proposes to furnish differs from the items called for in these specifications. The Purchasing Agent of the City of Rochester reserves the right to consider whether in his judgment, a substitute meets the requirements of this specification, and the Purchasing Agent's judgment shall be considered final.
- 1.5 Where any part or parts of the equipment are not specified or specifically mentioned, it shall be understood that what is usually provided as the manufacturer's stock model shall be furnished together with full appurtenances complete and ready for operation.

### 2. 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.

### 3. PERFORMANCE SECURITY

- 3.1 The contractor will be required to execute a Performance Security for the furnishing and delivery of this equipment.
- 3.2 The bidder shall, within ten (10) calendar days after acceptance of the bidder's proposal by the City, furnish the Performance Bond in an amount equal to fifty (50%) of the contract, 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.
- 3.3 The performance bond shall be in force until the City accepts delivery of all items ordered and the warranty period starts.

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### 4. FAILURE TO FURNISH SECURITY

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

### 5. PREPARATION OF PROPOSAL

- 5.1 The proposal is contained in these contract documents and MUST NOT BE DETACHED HERE FROM by and bidder when submitting a proposal.
- 5.2 All blank spaces on the proposal page of this specification must be correctly filled in either a unit price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink, in figures, and if requested in words.
- 5.3 All blank spaces on the questionnaire page or pages must be correctly filled in. Answers must be stated for each and every item, either typed in or written in ink, in figures, and if required in words.

### 6. BASE BID

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

### 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 for a period of one-hundred fifty (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. PRICES

- 8.1 Price stated on the Purchase Contract Proposal shall be firm and valid during the term of the Purchase Contract (Section 7.1).

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- 8.2 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.
- 8.3 Contractor 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 contractor not more often than at 90 day intervals.
- 8.4 Bidder shall quote single percentage discount only. Bids containing multiple discounts are subject to rejection.
- 8.5 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.
- 8.6 Prices for labor for service during the Service Term Contract shall be at the hourly rate stated in the Service Term Contract Proposal. Hourly rates may be adjusted no more than once per year on the anniversary of the contract. Requests for an hourly rate increase must be approved by the City. The City reserves the right to terminate this contract with thirty (30) days written notice to the contractor if an hourly rate increase request is not acceptable to the City.
- 8.7 The City is exempt from State Sales and Federal Excise Taxes. This should be considered when quoting discount.
- 8.8 All orders shall be priced F.O.B. destination, including unloading at storeroom door of agency. Exceptions to this provision are not acceptable.
- 8.9 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.

### 9. PURCHASE ORDER REQUIRED

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

### 10. CHANGE ORDERS

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

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### 11. QUANTITIES

It is the intention of the City to purchase a total of Three (3) packer bodies and chassis, however, this is subject to budget considerations once bids have been received.

11.1 The quantities listed in the Proposal are not guaranteed.

11.2 No specific quantities can be given as to contract value. The contract shall be for the quantities actually ordered during the contract period. Unit price(s) shall be extended for the actual number of units purchased during the contract period. Quantities for parts and labor during the Service Term Contract cannot be estimated at the time of this bid.

11.3 The City will issue a Purchase Order for the actual number of units to be purchased after the contract has been awarded.

### 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 Government, 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 this specifications, as may be required by law.

### 14. DELIVERY

The successful bidder will be responsible for delivery of the completed units to the City of Rochester, 945 Mt. Read Blvd., Bldg. #100, Rochester, NY 14606. The contractor shall notify the City of Rochester not less than three (3) days prior to the delivery.

### 15. DELIVERY DATE

15.1 All completed units must be delivered within one hundred and fifty days (150) after receipt of a City of Rochester purchase order. Upon delivery, the unit(s) shall be thoroughly tested in operation in the presence of an authorized representative of the City to check on the performance of the equipment and operation of the unit as a whole. The successful bidder shall make, at his own expense, any adjustments or alterations that may be required by the City as a result of the operation test.

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

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### 16. EXTENSIONS OF TIME - EXCUSABLE DELAYS

- 16.1 The Purchasing Agent may grant extensions of the Contract time of completion for any delays resulting from cause beyond the Contractor's control, which are not to be considered normal hazards of the Contract. Delays of this classification are as follows:
- 16.1.1 Acts of the Federal Government, including: controls or restrictions upon the use or obtaining of materials, equipment, tools or labor essential to completion of the work, by reason of war, national defense, or any other national emergency.
  - 16.1.2 Acts of the City, including but not limited to changes in the method or the scope of work covered by the contract, upon order of the Purchasing Agent.
  - 16.1.3 Causes not reasonably foreseeable by the parties to this contract at the time for the execution of the contract which are beyond the control of and through no fault or negligence of the Contractor. This shall include, but not be restricted to: Acts of God or the public enemy, freight embargoes, court actions, fires, floods, epidemics, quarantine and strikes, weather of unusual severity such as hurricanes, tornadoes and cyclones, and weather of unusual severity for the season which directly affect or prohibit the work under the contract.
  - 16.1.4 Provided, however, the Contractor notifies the Purchasing Agent in writing within ten (10) days from the beginning of any such delay and detailing the causes of the delay.
- 16.2 Upon receipt of such notification, the Purchasing Agent shall ascertain the facts and the cause and extent of the delay. If, in the opinion of the Purchasing Agent, the delay is properly excusable based on the facts and terms of the contract, the Purchasing Agent may extend the time for completing delivery for a period of time commensurate with the period of excusable delay.
- 16.3 It is further agreed, that the foregoing occurrences shall not result in any claim for damages or contract adjustment other than extension of time.

### 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:
- 17.1.1 That the manufacturer or bidder has factory that is currently manufacturing solid waste equipment, with sufficient size and machinery to complete the contract.
- 17.2 Bids will only be considered from side load refuse body and chassis manufacturers or authorized dealers for those manufacturers.

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17.3 The manufacturers must be able to prove that they have consistently manufactured this type of equipment for 5 years and have at least 100 units in service.

### 17.4 NOTE

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

## 18. METHOD OF AWARD

18.1 It is the intent of the City to award this bid to the lowest responsive and responsible bidder per Total Bid Price.

18.2 The City reserves the right to make an award based on in the lowest cost to the City after factoring in percentage discount for parts and labor rates offered in the Service Term Contract Proposal.

18.3 The City reserves the right to reject any bid that is unrealistic or where a disproportionate unit cost is proposed.

18.4 The City of Rochester reserves the right to consider informal a bid not prepared and submitted in accordance with the provisions of the bid.

## 19. REJECTION OF BIDS

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

19.2 The Purchasing Agent reserves the right to reject any bid that is unrealistic or where a disproportionate unit cost is proposed.

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

## 20. INFORMALITIES

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

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### 21. INTERCHANGEABILITY

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

### 22. MOTOR VEHICLES REGULATIONS

The Equipment delivered shall be furnished with all equipment necessary to comply with all applicable rules and regulations of the New York State Department of Motor Vehicles and shall be equipped with Safety Standards required by the Federal Motor Vehicles Safety Standards established by the National Traffic Safety Administration, and the Safety Standards required by O.S.H.A. with reference to the operation of such vehicle(s) within the State.

### 23. SERVICING

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

### 24. INSPECTION OF WORK

- 24.1 Representative and/or agents of the City of Rochester as designated by the Purchasing Agent of the City of Rochester shall for the purpose of inspection, have free and safe access at any and all reasonable times to the buildings and shops of the Contractor, his subcontractors and material men, wherever any items for this Contract are being prepared or manufactured.
- 24.2 If, during the final inspection of item or items to be furnished under this contract, any are found to be defective, or fail in any way to meet the terms of the contract, or fail to meet any of the specifications, the item or items will be rejected by the Purchasing Agent of the City of Rochester. Any rejected item or items shall be altered or replaced to comply with the specifications at the expense of the Contractor.
- 24.3 If the item or items called for in the specifications are delivered and fail to meet specifications in any respect, the bidder will be notified and he will arrange for their removal from the City of Rochester property at no expense to the City of Rochester. If the successful bidder fails to remove the items which, in the opinion of the Purchasing Agent of the City of Rochester, do not meet specifications, the City will arrange to have such items removed and any expense connected therewith will be the responsibility of the Contractor.

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### 25. PAYMENT OR ACCEPTANCE NOT CONCLUSIVE

- 25.1 No payment made under the contract shall be conclusive evidence of the performance of the contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the Contractor from making good the defects.
- 25.2 The final acceptance shall not be binding upon the City of Rochester nor conclusive, should it subsequently develop that the Contractor had furnished inferior items or had departed from the specifications and/or the terms of the Contract. Should such a condition become evident, the Purchasing Agent of the City of Rochester shall have the right, notwithstanding final acceptance and payment, to cause the items or item to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Contractor, or his Surety, if any.

### 26. GUARANTEES AND WARRANTIES

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

#### 26.4 SPECIAL REQUIREMENT

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

26.4.1 THE CONTRACTOR WILL ASSUME AT THEIR EXPENSE, ALL TRANSPORTATION COSTS IN MOVING THE EQUIPMENT SUPPLIED UNDER THIS CONTRACT, TO AND FROM THE CONTRACTOR'S SHOP WHERE WARRANTY AND/OR REPAIR IS TO BE PERFORMED.

26.4.2 In order to ensure rapid repair of vehicles and equipment to maintain response times, the City of Rochester's Equipment Services Division must be approved by the factory/manufacturer to perform in-house warranty repairs with all the books and forms required for reimbursement. The reimbursement rate will be the reimbursement rate shown on the Purchase Contract Proposal Page. Parts will be reimbursed at the prices shown on the Service Term Contract Proposal Page.

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- 26.4.3 Warranty reimbursement is to be made in check form, not credit. This is not an attempt to replace the dealer as a warranty repair facility, but to reduce costs to the City and return vehicles to service as soon as possible.
- 26.4.4 Bidders must certify on the Purchase Contract Proposal and Service Term Contract Proposal that the manufacturer will approve the City to perform in-house warranty work.
- 26.4.5 Note: Failure to approve and certify the City of Rochester's Equipment Services Division as a factory/manufacture warranty repair facility will classify the bid as informal and subject to rejection.
- 26.4.6 When operational restraints do not permit the Equipment Services Division to repair and/or replace defective parts or subassemblies, the City will require the contractor to perform warranty repairs.
- 26.4.7 The contractor will be required to supply to the City all dollar amounts for each warranty claim performed by that contractor.

### 27. PAYMENT

- 27.1 Payment will be made by the City to the Contractor upon execution of invoices by the Contractor within thirty (30) days after the equipment has been delivered, inspected and accepted, and approved by the Purchasing Agent in conjunction with the ordering department's representative assigned to equipment purchases.
- 27.2 When a truck is delivered by the Contractor, the City may process the invoice for the full amount of the Contract price if in the Purchasing Agent's opinion the unit(s) is in compliance with the specifications. However, if poor workmanship or deviations from specifications exist, the City may process up to 80% of the contract price upon delivery and delay payment of the balance until contractor has made all necessary corrections.
- 27.3 The invoice(s) shall be forwarded to the ordering department.
- 27.4 The invoice(s) shall include not less than the following:
  - 27.4.1 City Contract Number
  - 27.4.2 Year, Make and Model of BODY(S) and CHASSIS
  - 27.4.3 Delivery Date
  - 27.4.4 Location of Delivery

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### 28. CERTIFICATES, MANUALS AND WARRANTIES

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

28.1.1 Documents of Title

28.1.2 Certificates of Title

28.1.3 Warranty and Guarantee Certificates

28.1.4 Certification specified in the Contract

28.1.5 Manuals specified in the Contract

### 29. SPECIAL NOTICE TO BIDDERS

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

### 30. DEFAULT

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

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

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

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

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

### 34. PERFORMANCE CHARACTERISTICS

- 34.1 The detailed design specifications prescribed herein are intended to describe units which have been determined to meet performance parameters and characteristics required by the City of Rochester. Bidders having units which fully meet the intent of the specifications, may vary in non-substantial manner from the specified design characteristics, may offer such equipment as they can demonstrate meet the intended performance requirements. In such case the bidder shall be required to submit with his bid a detailed listing of design variances and a full explanation as to how the units offered will meet the desired performance characteristics. A decision as to equivalency shall be made by the City of Rochester whose decision shall be final.
- 34.2 The specifications are to establish a minimum acceptable standard. All products equal to these specifications will be considered provided they meet the following criteria and specifications.
- 34.3 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.

### 35. PARTS AVAILABILITY

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

### 36. NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

### BODY SPECIFICATIONS

#### 37. BODY

- 37.1 Shall be cylindrical in design and completely hydraulically operated.
- 37.2 Shall be twenty-four (24) cubic yards.
- 37.3 Shall be approximately 25 feet with a rear concave door.
- 37.4 Overall body width shall be not less than eighty-four (84") inches (7'0").
- 37.5 Overall body width (outside fenders) shall not exceed ninety-six (96") inches
- 37.6 Shall be approximately ninety-eight (98") inches above the chassis frame.
- 37.7 The main section of body shall be not less than seven (7) gauge steel.
- 35.6.1 The tailgate section shall be not less than seven (7) gauge steel.
- 35.6.2 The body floor shall be 3/8" A570 Hi-tensile steel with replaceable channels.
- 37.8 Body shall be adequately braced at all points to withstand repeated applications of packing pressures without distortion of sides and/or members.
- 37.9 Loading of the body shall be accomplished through side doors, located on both sides of the body.
- 37.9.1 Opening width shall be not less than 44" x 35 " with vertical hinge.
- 37.9.2 Loading height shall not exceed seventeen (17") inches above truck frame.

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37.9.4 There shall be a skid-resistant step on each side of the body at the loading area, to facilitate loading.

37.10 The body shall be completely water tight and shall have a drain plug for ease in cleaning.

37.11 Unloading the body shall be accomplished without raising the body from the truck frame.

37.12 Body of the standard packer shall be modified for vacuum loading of leaves, paper, debris, and loading of refuse.

37.13 Front of body shall be fully enclosed.

37.14 The top of the body shall have a minimum open discharge area of 7500 square inches. The opening shall be constructed of expanded metal and a # 8 screen. Around the perimeter of the screen opening there shall be sixteen (16) tarp hooks to attach burlap covering.

### 38. PACKING OPERATION:

38.1 The packer panel shall be activated by a double acting telescopic cylinder.

38.2 Telescopic cylinder shall be suspended such that it will not come in contact with any liquid from garbage, trash, refuse, or material placed in the body.

38.3 The cylinder shall be capable of exerting 92,000 lbs. of output force.

### 39. DISCHARGE OF LOAD

39.1 The discharge of the load shall be accomplished by a positive ejection plate of 3/16" steel design.

39.2 The ejector plate shall be designed to assure that the ejector plate does not bind under packing and discharge operations and to protect against jamming due to refuse wedging between body and plate.

39.3 Ejector plate shall extend to give complete and clean unloading, and shall have three (3) replaceable wear slides per side.

39.4 The ejector plate hydraulic system shall be readily accessible for servicing.

### 40. TAILGATE

40.1 Tailgate (rear door) shall be hinged to the top of the body at the rear. The lower inside perimeter shall be equipped with a replaceable, water tight seal.

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- 40.2 Shall be raised hydraulically by two (2), four (4") inch cylinders, or larger, with pilot check valves.
- 40.3 Tailgate (rear door) shall not be capable of being lowered while ejector panel is in the extended position.
- 40.4 Tailgate shall be hydraulically unlatched and latched from the drivers side without the operator going to the rear of the body.
- 40.5 Manual locking and unlocking is not acceptable.
- 40.6 A warning light, dash-mounted, to indicate when the tailgate is not in the fully closed position.
- 40.7 The backup alarm shall activate when the tailgate is open.

### 41. HYDRAULIC SYSTEM

- 41.1 The power-take-off shall be side mounted and matched to the Allison Automatic Transmission.
- 41.2 The power-take-off shall be SAE rated 'Extra Heavy Duty' Hot Shift type. The power-take-off provided shall be air-operated and switch shall be mounted within easy reach of driver.
- 41.3 The power-take-off and hydraulic pump shall be selected for a minimum engine RPM for correct operating pressures and gallons per minute.
- 41.4 The hydraulic pump shall be of the heavy duty type, with peak loading at frequent short intervals.
- 41.5 Hydraulic system shall have relief valves to protect all components from excessive pressure and overloads.
- 41.6 Hydraulic oil reservoir tank shall be a sufficient capacity to accommodate the necessary volume of oil without causing undue heating.
- 41.7 Hydraulic oil filter shall be of sufficient size and type to be capable of adequately filtering and protecting the entire hydraulic system. The filter provided shall be of the size and type recommended by the body manufacturer.
- 41.8 The reservoir tank shall also be equipped with:
  - 41.8.1 Clean-out Port
  - 41.8.2 Oil Level Gauge (Sight Gauge)
  - 41.8.3 Magnetic Sump Drain Plug
  - 41.8.4 Shut-off Valve between tank and suction part of pump

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- 41.9 The reservoir tank and filler cap shall be clearly identified with epoxy lettering or other permanent-type manner, tape not acceptable.
- 41.10 A complete set of replacement filters for both the body and chassis shall be provided at time of delivery.
- 41.11 The system shall have the following Parker flush face quick couplers to attach to the City's existing hydraulic oil filtration cart:
  - 41.1.1 FEM5O18FP female fitting to be located on bottom part of hydraulic tank
  - 41.1.2 FEM5O28FP male fitting to be located on top part of hydraulic tank
  - 41.1.3 Caps: FER5O1 and FER5O2 shall be provided for fittings and be secured with a lanyard. (Locations to be approved by City)

### 42. HYDRAULIC HOSE AND FITTINGS

- 42.1 All lines shall be routed to eliminate any interference with other hydraulic fittings, drain plugs, etc., which shall be readily accessible for preventative maintenance.
- 42.2 Hydraulic lines shall not be installed near engine exhaust system.
- 42.3 Hoses shall be of proper length, supported by clamps or straps, and protected against abrasion from sharp edges and corners.
- 42.4 Steel pipe, properly installed, shall be used wherever possible to minimize the use of hose.
- 42.5 All hydraulic hose, tubing and fittings shall be SAE rated standard for designed pressures.
- 42.6 All hoses and tubing bends shall be large enough radius to prevent kinks or flat spots; kinks or flat spots in any hydraulic lines will not be acceptable.
- 42.7 Hoses, tubing and fittings shall be of adequate size and capacity to accommodate the necessary volume of oil without undue heating.
- 42.8 Fittings shall be the same for all trucks on a multiple unit order.
- 42.9 Hose and tubing shall be protected with plastic protective coil sleeve, AEROQUIP #900952, or City approved equivalent, at points where abrasion might occur.

## REFUSE BODIES - SIDE LOAD WITH LEAF COLLECTOR

### 43. CONTROLS

- 43.1 Ejector and tailgate controls shall be outside of cab at the drivers side front of the body.
- 43.2 All controls shall be clearly identified with epoxy lettering, stamping, or other permanent-type manner, tape not acceptable.
- 43.3 The compaction cycle shall be an auto pack push button control from the front right and left side of the body.
- 43.4 Actuation of the controls shall automatically accelerate the chassis engine to the proper RPM for packing or discharging a load.
- 43.5 Actuation of the controls shall disengage the auxiliary engine PTO clutch to prevent material from entering the body while the ejector plate is not stowed.
- 43.6 Engine controls shall be mounted on the curb side of the leaf collector in an instrument panel enclosure within easy reach from the ground. All controls and gauges and enclosures shall be marine quality.
- 43.7 Controls shall include voltmeter, oil pressure gauge, water temperature gauge, electric throttle, electric clutch engagement, tachometer, engine shutdown and hour meter.
- 43.8 All gauges shall be backlit for visibility and gauges and controls shall be clearly identified in a permanent manner, tape not acceptable.
- 43.9 All controls shall be isolated by a relay and protected by circuit breakers.
- 43.10 An automatic safety engine shutdown system shall be provided for low oil pressure, high water temperature, impeller inspection door open, and emergency stop button incident. An LED light shall denote what shutdown event was triggered.
- 43.12 Two (2) emergency engine shutdown switches shall be provided, one shall be wired to a chassis supplied dash switch in the cab and the other shall be in the outside control panel.

### 44. WIRING AND LIGHTING

- 44.1 Wiring is to be for twelve (12) volts and of high quality. All terminals or connectors shall be "Weather Pac", fully enclosed and impervious to salt, chemicals, and corrosion. Heat shrink and liquid tape shall be used for all electrical connections when "Weather Pac" connectors are not possible.
  - 44.1.1 Exposed wiring or terminals are not acceptable.
- 44.2 All wiring shall be totally enclosed in metal conduits or Velvac Plastic Tubing and securely fastened to the exterior of the body.
- 44.3 NOTE: Wiring and conduit run through the interior of the body or body channeling will not be acceptable.

## REFUSE BODIES - SIDE LOAD WITH LEAF COLLECTOR

- 44.4 Stop lights, tail lights, directional lights, and back-up lights for both the chassis and body will be Truck Lite LED fully protected from damage.
- 44.5 All reflectors shall be the stick on type and mounted to the body.
- 44.6 Traffic Guide Arrow – Star model TD93DLXT A RO 84” and shall be mounted on the upper portion of the tailgate (rear door) and shall not exceed the height of the main body.
- 44.7 Strobe – Star model #200A1H8L-A mounted on top rear door below the Roof line.
- 44.8 FACTORY CAB AUXILIARY SWITCHES (UPFITTER SWITCHES)

If factory upfitter switches and lights are available for equipment such as strobes, work lights, PTO, pumps, body control circuits, event warning, etc. the chassis shall be provided with such switches sufficient to control all auxiliary equipment. When the factory auxiliary switches and lights are available they will be used to provide the control for the intended equipment, NO EXCEPTIONS. Factory labels for these switches and lights shall be provided.

### 45. VACUUM LEAF AND LITTER ATTACHMENT

It is the intent of these specifications to describe an engine-driven suction unit for vacuum collection of leaves, paper, cans and similar debris. The vacuum attachment shall be designed and engineered for use with the side loading packer body as described above, and shall operate as an integral unit.

### 46. AUXILIARY ENGINE

- 46.1 Shall be diesel fueled, four (4) cylinder, four (4) cycle, water cooled Engine, wet sleeve type.
- 46.2 Shall be minimum 275 cubic inch displacement.
- 46.3 Shall have a minimum of 84 horsepower at 2400 rpm.
  - 44.3.1 Minimum crank case capacity of eight (8) quarts.
- 46.4 Shall have a heavy duty trash style pressurized radiator with minimum of three cores.
  - 46.4.1 Shall have permanent type anti-freeze set to not more than -40 degrees F.
  - 46.4.2 Radiator shall be tagged to indicate the type anti-freeze and the degree of protection provided.
  - 46.4.3 Shall have radiator protection from clogging by auxiliary grill system that can be quickly removed without the use of tools. The grill shall be constructed of ½ “ expanded metal a with 1/8”

## REFUSE BODIES - SIDE LOAD WITH LEAF COLLECTOR

hardware screening. Fine screening that will not pass air is not acceptable. The grill will be painted powder coat black and will have a bottom hinge.

- 46.5 Shall be equipped with a 12 volt electric system with a heavy duty starter, alternator, 850 CCA battery and key ignition switch.
- 46.6 The engine shall be equipped with the following items:
  - 46.6.1 High-Low governor
  - 46.6.2 Dry type air cleaner
  - 46.6.3 Spin on oil filter
  - 46.6.4 Self adjusting Poly-vee fan drive
  - 46.6.5 Fuel filter with heated water separator and screen mesh filter and a check valve.
- 46.7 The engine shall be fully enclosed in a custom metal housing with front and rear access door with stamped openings for ventilation. The top shall be removable and have hinged access doors for the radiator and oil fill. The sides and top shall be latched in places with positive latches.
- 46.8 Auxiliary engine fuel system shall be connected to, and draw from, the chassis fuel tank.
- 46.9 Engine shall be equipped with the following items:
  - 46.9.1 Locking type throttle, panel mounted convenient to operator.
  - 46.9.2 Automotive type muffler for quiet operation.
  - 46.9.3 High - Low governor.
  - 46.9.4 Dry type air cleaner.
  - 46.9.5 Replaceable type engine oil filter.
- 46.10 Engine shall be equipped with the following gauges:
  - 46.11 Oil pressure.
  - 46.12 Water Temperature.
  - 46.13 AMP meter.
  - 46.14 Engine hour meter.
  - 46.15 Engine tachometer.
  - 46.16 Engine safety controls - high engine temperature, low water and low oil

## REFUSE BODIES - SIDE LOAD WITH LEAF COLLECTOR

pressure engine cut off safety switches with dash mounted indicating lights and warning buzzers.

46.17 All gauges and instruments shall be of the direct reading type.

46.18 All gauges and instruments shall be clearly identified in a permanent manner, tape not acceptable.

46.19 Turbo auxiliary engine not acceptable due to the increased fuel consumption and accelerated engine wear at high rpms.

46.20 Automotive type heavy duty motor mounts.

### 47. DRIVE

Drive from engine to impeller fan shall be one (1) Kevlar belt, four (4) groove type.

### 48. PTO

48.1 PTO engagement shall be by means of a hydraulic assist cylinder that prevents abrupt engagement and consistent engagement throughout its operation.

48.2 Activation of the auto clutch shall be by means of an electric switch mounted on the control panel.

48.3 The PTO shall disengage when any packer body controls are activated.

### 49. IMPELLER

49.1 Shall be statically and dynamically balanced.

49.2 To be self cleaning.

49.3 To have six (6) heavily gusseted blades 3/8" thick abrasion resistant steel with a Brinell hardness not less than 400.

49.4 Shall be welded to a 32" backing plate 1/4" thick.

49.5 The shaft shall be supported by two 2 1/2" diameter four bolt flange bearings.

49.6 Suction capability shall be not less than 120 MPH through a sixteen (16") inch diameter hose at governed speeds.

### 50. HOUSING

50.1 Shall be minimum of ten (10) gauge welded steel.

50.2 Front and back plate shall be a minimum of seven (7) gauge steel, fitted with a two (2) piece, 1/4" thick abrasion resistant liner continuously supported on all sides and secured without the use of bolts or welding to

## REFUSE BODIES - SIDE LOAD WITH LEAF COLLECTOR

facilitate ease of removal.

- 50.3 Shall have an additional ¼" bolt in liner to protect the housing area where material is split between the existing and re-circulating.
- 50.4 Housing shall have an inspection /cleanout door, side hinged equipped with a safety kill switch.
- 50.5 Shall have a water drain hole in the bottom of the housing.
- 50.6 All holes for mounting shall be drilled. Torch burning of holes will not be accepted.
- 50.7 The housing shall have a rectangular extension, ten (10) gauge, of the blower housing, topside and horizontal, that will discharge material through the packer's ejection blade. There will be a hinged door on the ejection blade that allows material to blow through.

### 51. INTAKE ASSEMBLY

Intake assembly shall be manufacturer's standard and shall include all appurtenances necessary to make a complete and operational unit. The intake attachment shall include not less than the following:

- 51.1 Heavy duty wire reinforced urethane flexible hose.
- 51.2 Hose shall be a minimum of twelve (12') feet long.
- 51.3 Shall be a minimum of sixteen (16") inches in diameter.
- 51.4 Hose control handle attached to nozzle with replaceable wear edges.
- 51.5 Controls for engine rpm and boom operation
- 51.6 The hose shall be attached to the housing with a straight flange intake.
- 51.7 Shall be mounted on the curb side of the body.

### 52. HYDRAULIC BOOM

- 52.1 The boom shall pivot into a work/travel position on two heavy duty two bolt flange bearings and a 1.5" dia. Shaft assembly. Shaft bushing and bearings shall have zerk grease fittings.
- 52.2 A valve section in the body's hydraulics shall be provided to operate the boom. An adjustable flow control valve shall limit the booms downward speed. The boom allows the operator to position the intake hose with little effort.
- 52.3 The boom shall be able to pivot the hose rearward along the body into the

## REFUSE BODIES - SIDE LOAD WITH LEAF COLLECTOR

travel position and pivot forward to allow the hose to be used in front of the intake housing.

- 52.4 The intake hose raises and lowers by an electric (DC) operated hydraulic pump and motor with controls located on the intake hose nozzle.
- 52.5 The boom shall raise and lower by a hydraulic cylinder with a minimum 1 1/2:" diameter piston with a minimum stroke length of 12".
- 52.6 The hydraulic boom shall be mounted directly over the center of the suction hose so that it can work freely to the front or rear of the unit. Side mounted booms will not be acceptable.
- 52.7 The electric hydraulic pump to power the hose boom shall be conveniently located on the backside of the suction blower housing with a protective cover.
- 52.8 The hydraulic boom shall be straight for maximum strength. Booms with kinks or bends will not be acceptable.
- 52.9 The boom assembly shall be mounted to a pedestal base that has a minimum thickness of 1/4".
- 52.10 A quick disconnect coupler shall be used on the end of the hydraulic hose.
- 52.11 The controls to raise and lower the hydraulic boom shall be marine grade quality soft touch and are 100% waterproof. Units that have control boxes with o-ring seals are not acceptable.
- 52.12 Boom controls shall be located on the suction nozzle handle and can be positioned to match individual operators comfort.

### 53. MOUNTING

- 53.1 Mounting shall be to the chassis and body manufacturer's engineering specifications.
- 53.3 Any alterations to the truck cab and chassis shall be the responsibility of the body contractor, and shall conform to the truck cab and chassis manufacturer's specifications, and shall be approved in writing by the City of Rochester, prior to any alteration.
- 53.4 If it is necessary to move or relocate any vehicle components and/or trim the frame, it shall be the responsibility of the body contractor. Any component relocation and frame trimming shall conform to the chassis manufacturer's specifications and shall be approved in writing by the City of Rochester prior to any relocation and/or change.
- 53.5 Welding to the truck chassis frame will not be acceptable.
- 53.6 Cutting and/or drilling the truck chassis frame from the point forward of the rearmost spring hanger by means of flame torching will not be acceptable.

## REFUSE BODIES - SIDE LOAD WITH LEAF COLLECTOR

53.7 The successful bidder shall be responsible for mounting the bodies on the chassis so as to give proper weight distribution, and stability of entire vehicle.

### 54. CHASSIS DATA

- 54.1 Six (6) wheel 4x2, 38,000 GVWR
- 54.2 254" Wheelbase, approx.
- 54.3 186" CA, approx..
- 54.4 126" Axle to End of Frame, approx.
- 54.5 Front tow hooks
- 54.6 Reinforced outer frame "C" channel
- 54.7 Steel front bumper
- 54.8 Axle front – Meritor
- 54.9 Axle rear – Meritor with locking rear differential and magnetic drain plug
- 54.10 Suspension front taper leaf with shock absorbers
- 54.11 Suspension rear with multi leaf auxiliary
- 54.12 Engine diesel 350 HP @ 2000 RPM, 1150 ft. lbs. torque @1200RPM wet sleeve.
- 54.13 Engine Shutdown for low oil, high temp.
- 54.14 Engine and Transmission oil temperature gauges
- 54.15 Fuel filter with fuel/water separator
- 54.16 Spin on oil filter
- 54.17 Vertical exhaust behind the cab w/90 degree turn out, drivers side.
- 54.18 Air cleaner dual element with air restriction gauge
- 54.19 Body builders wiring for body wiring, PTO controls, etc.
- 54.20 Alternator Leece Neville brushless 185 amp
- 54.21 Delco 39 MT starting motor
- 54.22 Three (3) maintenance free batteries 2775 CCA
- 54.23 Block heater plug at the front grill

## REFUSE BODIES - SIDE LOAD WITH LEAF COLLECTOR

- 54.24 60 month engine warranty
- 54.25 Allison automatic 3000 RDS 6 speed with overdrive and PTO capable
- 54.26 Oil filter with oil pan magnetic rain plug
- 54.27 Oil cooler and synthetic oil
- 54.28 Automatic shift to neutral when parking brake is engaged
- 54.29 Bendix ABS dual air brake system with
- 54.30 Dash mounted air pressure gauge
- 54.31 Front and rear slack adjusters and dust shields
- 54.32 Bendix automatic drain valve with heated air tank
- 54.33 Drain valve mounted in wet tank w/pull cord
- 54.34 Bendix AD-IP air dryer with heater
- 54.35 Miscellaneous
  - 54.35.1 2-way radio wiring in cab by chassis manufacturer to include speakers
  - 54.35.2 Backup alarm – Star 66-807A
  - 54.35.3 Clearance marker lights (5) Truck Light LED
  - 54.35.4 Daytime running lights
  - 54.35.5 Intermittant windshield wipers/washers electric motor
  - 54.35.6 Electric horn
  - 54.35.7 Circuit breakers, manual reset
  - 54.35.8 Three (3) keys each vehicle, all vehicles keyed alike.
  - 54.35.9 Fuel Tank 80 gallon
  - 54.35.10 Cab interior and exterior grab handles
  - 54.35.11 Drivers seat air suspension with high back
  - 54.35.12 Passenger seat, manufacturers standard
  - 54.35.13 Air conditioning
  - 54.35.14 Wheels white painted steel hub piloted front and rear

## REFUSE BODIES - SIDE LOAD WITH LEAF COLLECTOR

- 54.35.15 Wheel guards front and rear and hub piloted
- 54.35.16 Wheel bearings front with Lube synthetic oil
- 54.35.17 Front tires 315/80R22.5 G289 WHA Goodyear load range L, 20 ply
- 54.35.18 Rear tires 11R22.5G182RSD Goodyear load range H, 16ply
- 54.35.19 Body remote power module mounted outside cab behind drivers seat with up to six (6) inputs and outputs for body install.
- 54.35.20 Dash mounted body indicator lights for tailgate open, PTO engaged
- 54.35.21 Julian jump start system
- 54.35.22 Driver and passenger arm rests
- 54.35.23 24 month bumper to bumper warranty
- 54.35.24 AM/FM radio with auxiliary input
- 54.35.25 Driver and passenger power mirrors, largest available with convex insert.
- 54.35.26 Convex mirrors, right and left sides, hood mounted

### 55. PAINING

- 55.1 The bodies and all related equipment shall be painted in accordance to the paint manufacturer's specifications, as specified herein and shall be lead, chromate and isoyanate free.
- 55.2 The bodies and all related equipment shall be coated with two (2) primer coats, and then two (2) finish coats.
- 55.3 Prior to the application of any coatings, all surfaces shall be thoroughly cleaned and conditioned to the paint manufacturer's specifications, as specified herein.
- 55.4 The primer shall be applied in accordance with the paint manufacturer's specifications.
- 55.5 There shall be two (2) finish coats. Chassis paint color – Sikkens # 4039 Fire Yellow. The body finish coats shall be 'Dupont #45324 Green. The finish coat material shall be applied in accordance to the paint manufacturer's specifications.
- 55.6 Total material thickness, including primer and finish shall be a minimum of 4.0 mils. dry film.

## REFUSE BODIES - SIDE LOAD WITH LEAF COLLECTOR

### 56. MISCELLANEOUS

- 56.1 The contractor shall install in a permanent manner one (1") inch letters, on the instrument panel of the truck, the minimum overhead clearance required. The location shall be within easy view of the driver and shall be approved by the City prior to the delivery.
- 56.2 Caps for filler necks to be plainly marked by means of stamping or raised steel letters, or with epoxy lettering. Caps shall be permanently secured to the filler necks with a metal chain.
- 56.3 Mud flaps shall be furnished and mounted in front and rear of the rear Tires, devoid of all advertising.
- 56.4 Conspicuity stripping shall run down the full length of both sides and rear door of the body including ICC bumper and must comply with D. O. T. and NHSTA standards. All reflectors shall be stick-on type. Reflectors shall be devoid of all advertising.
- 56.5 All service steps and platforms shall be constructed of open grid (Grip-Strut).
- 56.6 All gauges and instruments are to be graduated and of the [positive (direct reading) type.
- 56.7 All instruments, gauges and switches shall be identified in a permanent lettering, tape not acceptable.
- 56.8 The contractor shall furnish the City a certified weight slip stating the vehicle's unladen weight. This slip is to be furnished at time of delivery.
- A complete set of replacement filters for both the body auxiliary engine and chassis shall be provided at time of delivery.

### 57. MOBILE RADIO

- 57.1 Motorola two-way radio, CDM 1550 LS, and heavy duty microphone with locking kit B81, mounted with external speaker and heavy duty microphone. Mounting to be done by Flower City Communications in Rochester, New York.
- 57.2 See below for radio transmit frequencies

#### Mobile Crew Vehicles

Channel	Display	RX - Freq	Tx - Freq	Rx - Squelch	Tx - Squelch
1	Special Serv	161.430	161.430	TPL 114.8	TPL 114.8
2	Refuse	156.105	156.105	TPL 114.8	TPL 114.8
3	Water	153.410	153.410	TPL 123.0	TPL 123.0
4	Forest/Parks Rpt	159.390	154.980	TPL 114.8	TPL 114.8

REFUSE BODIES - SIDE LOAD WITH LEAF COLLECTOR

5	Forest/Parks	159.390	159.390	TPL 114.8	TPL 114.8
6	MST/Cemeteries	155.805	155.805	TPL 114.8	TPL 114.8
7	Weather	162.400	Blank	CSQ	
8	MDC 1200 Signaling		Vehicle fleet # (last 4 digits)		Post Tx

P1 = Monitor  
 Scan Not enabled  
 Narrowband all channels

- 57.3 Antenna shall be mounted to radio manufacturer's specifications.
- 57.4 The radio shall be connected with proper size wire and fused to the ignition. When radio is programmed, display shall read Special Services, Water, Parks, Refuse, Weather.
- 57.5 The radio shall be in the PL (private line) mode per City frequency. ANI (automatic numeric identification) device to be installed.
- 57.6 The exact location of the radio mounted in the cab shall be determined by the City.

58. MANUALS

- 58.1 The successful bidder shall supply for the packer/leaf collector and all components and cab and chassis:
  - 58.1.1 Three (3) factory shop manuals.
  - 58.1.2 Three (3) parts manuals.
  - 58.1.3 Three (3) schematic drawings of complete electrical wiring system.
  - 58.1.4 Three (3) lubrication charts.
  - 58.1.5 Three (3) hydraulic charts.
  - 58.1.6 Three (3) operator's manuals for each body supplied.
- 58.2 This data is to be supplied at the time of the delivery of the vehicle(s) to the City of Rochester.

59. TECHNICAL SERVICE BULLETINS

The contractor shall also furnish any and all bulletins, modification notices, service letters and related addenda, throughout the life of equipment being furnished under this contract. These data shall be sent to the City of Rochester, Bureau of Equipment Services, 945 Mt. Read Blvd., Rochester, N.Y. 14606.

## REFUSE BODIES - SIDE LOAD WITH LEAF COLLECTOR

### 60. LINE TICKETS

The successful bidder shall furnish at the request of the Purchasing Agent of the City of Rochester a copy of the factory line ticket covering each and every component of the packer body, by make or model and serial number of the components. This data shall be furnished for each unit at the time of delivery of the equipment covered in this contract.

### 61. TRAINING

61.1 The contractor shall provide the services of qualified factory technician(s) for a period of not less than three (3) full working days at the City of Rochester shop(s) to train and instruct City personnel; minimum two (2) days for operator training and minimum one (1) day for in-depth preventative maintenance and review of the proper usage of parts and service manuals. These services shall be so provided at a time so designated by the Purchasing Agent of the City. The contractor shall be so advised by the Purchasing Agent of the City ten (10) days prior thereto.

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

### 62. ADVERTISING

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

### 63. DATA PLATE

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

### 64. MANUFACTURER'S SAFETY DATA SHEETS

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

65. POLITICAL SUBDIVISIONS

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

NON-OFFICIAL SPECIFICATIONS  
DO NOT USE TO BID



PROPOSAL – cont.

**SERVICE TERM CONTRACT PROPOSAL**

**PERCENTAGE DISCOUNT OFF PARTS FOR THREE (3) SIDE LOAD REFUSE BODIES WITH LEAF COLLECTORS:**

**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. \_\_\_\_\_

**BIDDER CERTIFIES THAT THE CITY OF ROCHESTER WILL 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 37)

REFUSE BODIES - SIDE LOAD WITH LEAF COLLECTOR

QUESTIONNAIRE FORM FOR CITY SPECIFICATIONS

TO BE FILLED IN BY BIDDER AND PRESENTED WITH BID PROPOSAL

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

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

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

MAXIMUM LOAD CAPACITY \_\_\_\_\_

GENERAL

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

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

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

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

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

TRANSMISSION: MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

FLUID TYPE \_\_\_\_\_ CAPACITY \_\_\_\_\_ QTS.

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Typed Name of Company  
(Continued through Page 37)

REFUSE BODIES - SIDE LOAD WITH LEAF COLLECTOR

QUESTIONNAIRE FORM FOR CITY SPECIFICATIONS – cont.

TO BE FILLED IN BY BIDDER AND PRESENTED WITH BID PROPOSAL

TIRES: MAKE \_\_\_\_\_ TYPE \_\_\_\_\_  
FRONT SIZE \_\_\_\_\_ PLY \_\_\_\_\_ LOAD RATING \_\_\_\_\_  
REAR SIZE \_\_\_\_\_ PLY \_\_\_\_\_ LOAD RATING \_\_\_\_\_

WHEELS: MAKE \_\_\_\_\_ TYPE \_\_\_\_\_  
SIZE \_\_\_\_\_ CAPACITY \_\_\_\_\_  
REAR: MAKE \_\_\_\_\_ TYPE \_\_\_\_\_  
SIZE \_\_\_\_\_ TYPE \_\_\_\_\_

SUSPENSION: FRONTS SPRINGS: TYPE \_\_\_\_\_  
CAPACITY \_\_\_\_\_  
REAR SPRINGS: TYPE \_\_\_\_\_  
CAPACITY \_\_\_\_\_

ALTERNATOR: MAKE \_\_\_\_\_ MODEL \_\_\_\_\_ CAPACITY  
RATING \_\_\_\_\_

BATTERY: MAKE \_\_\_\_\_ C.C.A. \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Typed Name of Company  
(Continued through Page 37.)



REFUSE BODIES - SIDE LOAD WITH LEAF COLLECTOR

QUESTIONNAIRE FORM FOR CITY SPECIFICATIONS – cont.

TO BE FILLED IN BY BIDDER AND PRESENTED WITH BID PROPOSAL

HYDRAULIC

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

Capacity \_\_\_\_\_ gallons at \_\_\_\_\_ RPM

Operating Pressure \_\_\_\_\_ PSI at \_\_\_\_\_ engine RPM

Reservoir Tank Capacity \_\_\_\_\_ qts.

Location of Reservoir Tank \_\_\_\_\_

Hydraulic Oil filter Make \_\_\_\_\_ Model \_\_\_\_\_

HYDRAULIC Operating Pressure \_\_\_\_\_ PSI at \_\_\_\_\_ engine RPM

Reservoir Tank Capacity \_\_\_\_\_ qts.

Location of Reservoir Tank \_\_\_\_\_

Hydraulic Oil filter Make \_\_\_\_\_ Model \_\_\_\_\_

PACKING: Location \_\_\_\_\_

CONTROLS: Type \_\_\_\_\_

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

\_\_\_\_\_  
Typed Name of Authorized Signature

\_\_\_\_\_  
Typed Name of Company  
(Continued through Page 37)





REFUSE BODIES - SIDE LOAD WITH LEAF COLLECTOR

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 No. Federal Employer Identification No.

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

\_\_\_\_\_  
Date

\*\*\*\*\*

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

\_\_\_\_\_

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

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

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



City of Rochester

Bureau of Purchasing

Department of Finance

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

### CONDITIONS OF BIDDING

1. **Proposal Forms:** Bids shall be submitted only on the forms provided by the City. The bidder shall retain one copy for his files and submit two (2) copies signed and sealed in the envelope provided by the City for that purpose. When using an envelope other than the one provided by the City, the following required information must be entered in the lower left corner on the face of the envelope: Bid Number, Bid Title, Bid Open Date and Time, and Submitted By. The envelope must be mailed or hand delivered to the Office of the Purchasing Agent, City Hall, Room 105A, 30 Church St., Rochester, NY 14614.
2. **Late Bids:** Formal bids, amendments thereto, or requests for withdrawal of bids received by the City after time specified for bid opening will not be considered.
3. **Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the City prior to the specified time of opening.
4. **Mailing of Bids:** Bids which are to be publicly opened will have attached a special mailing envelope which must be used by bidders in presenting such bids. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used. Bids not received in the actual office of the Purchasing Agent at the time established for bid opening will not be considered, even if mailed earlier.
5. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid.
6. **Bids Binding 45 Days:** Unless otherwise specified, all formal bids submitted shall be binding for forty-five (45) days following bid opening date unless the bidder(s), upon request of the Purchasing Agent, agrees to an extension.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Payment Terms:** Prompt payment discounts allowing less than thirty (30) days for discount to apply shall not be considered as a cost factor in the evaluation of bids. In connection with any prompt payment discount offered, time will be computed from the date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
9. **Bids for All or Part:** Unless otherwise specified by the City or by the bidder, the Purchasing Agent reserves the right to make award on all items, or on any of the items according to the best interests of the City. The Purchasing Agent shall further have the right to award separate items or groups to different vendors. Bidder may restrict his bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price of all the articles without quoting a price on each and every separate item may be rejected at the option of the City.

10. **Errors in Bids:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes in bids should be initialed.
11. **Questions Re: Specifications:** Except for Public Works, any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids.

DO NOT MAKE INQUIRES BY PHONE OR IN PERSON.

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

12. **Response to Invitations:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation, Bid, and Agreement" attached hereto, please return the Invitation, Bid and Contract form with an explanation as to why you are unable to bid on these requirements. (Because of the large number of firms listed on the City's qualified lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporation who fail to respond after having been invited to bid on a commodity or commodities for three successive bid openings). City reserves the right to delete.
13. **Multiple Bids:** No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF THE BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE CITY PURCHASING AGENT.
14. **Taxes:** The City of Rochester is exempt from State and Local sales and use taxes under Certificate No. AC 946 and is exempt from paying Federal excise taxes.
15. **Catalogs:** Each bidder shall submit in duplicate where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the material or work he proposes to furnish.
16. **Competency of Bidder:** No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or had failed to perform faithfully within the prior three (3) years of any contract with the City. The bidder must present within 48 hours of a request evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

#### BID DEPOSIT

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

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

19. **Performance Bond:** The successful bidder or bidders on this bid must furnish a performance bond as indicated on the bid cover, made out to the City of Rochester, prepared on an approved form or on a form supplied by an approved surety, as security for the faithful performance of his contract, within ten (10) days of his notification that his bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of New York. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

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

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

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

### SPECIFICATIONS

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

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

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

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

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

## AWARD

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

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

- a) The ability, capacity and skill of the bidder to perform the service required within the specified time.
- b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c) The quality of performance of previous contracts or services.
- d) The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the City and to the bidder's employment practices.
- e) The sufficiency of the final resources and ability of the bidder to perform the contract or provide services.
- f) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- g) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- h) Whether the bidder is in arrears to the City, in debt on contract, is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.
- 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 unorderd balances as of the contract expiration date unless the contractor furnishes the Purchasing Agent with a statement of unorderd balances not later than ten (10) days after the termination date of the contract.
28. **Requirements Bid Quantities:** On "Requirements" bids, acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered.

29. **Availability of Funds:** The City shall be obligated to pay for goods and services received only to the extent that money has been appropriated and encumbered for such purpose. The contractor in turn shall be obligated to perform only so long as money is available to pay for the goods and services it supplies. If this contract extends through one fiscal year of the City into the next year, the City's obligations hereunder shall be specifically limited to and shall be conditioned upon the appropriations for such following year.
30. **Contract Alterations:** The contractual terms, conditions and provisions of this contract, including all general conditions and instructions to bidders, shall not be modified by the bidder. The Purchasing Agent shall have the right, at his option, to treat any bid submitted with additional or differing contract provisions as informal or to ignore such additional provisions and to award as if such additional provisions had not been submitted by the bidder. This section shall not apply if the request for bids or the specifications specifically invite the bidder to submit additional or modifying provisions, but only to the extent that such additional or modifying provisions are requested by and are acceptable to the Purchasing Agent. Where the bidder submits a bid for goods or services which vary from the City's specifications, the decision of the Purchasing Agent of whether such goods or services are functionally equivalent to the goods or services requested by the City shall be final. Alterations or changes in the specifications of the goods or services furnished under this contract can only be made upon the written authorization signed by the Purchasing Agent, and any other alteration or modification that is not signed by the Purchasing Agent or his designated representative shall be void. Alterations in contract language shall further require the approval of the City Department of Law.
31. **Term of Contract:** This contract shall remain in force for the period specified unless extended by mutual consent of both parties or terminated as provided herein.
32. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
- a) terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
  - b) extended upon written authorization of the Purchasing Agent and accepted by contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
33. **Subletting of Contract:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation without the previous written consent of the City Purchasing Agent, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.
34. **Default:** The contract may be cancelled or annulled by the Purchasing Agent in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to next low bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. Provided, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Agent, shall constitute contract default.
35. **Delivery Failures:** Failure of a Contractor to deliver within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Contractor shall reimburse the City within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices or the City shall have the right to deduct such amount from monies owed the defaulting Contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
36. **Non-Liability:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the contractor. Under such circumstances, however, the Purchasing Agent may at his discretion, cancel the contract.

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

38. **Equal Employment Opportunities:**

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

b) **Definitions:**

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

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

- 1) The Contractor agrees that he will not discriminate against any employee for employment because of race, color, religion, sex, age, or of employees for performance of work under this Agreement or any subcontract hereunder, the Contractor and its subcontractors, if any, shall not, by reason of race, creed, color, sex, age or national origin, discriminate against any person who is qualified and available to perform the work to which the employment relates. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin.
- 2) If the Contractor is found guilty of discrimination in employment on the grounds of race, color, sex, religion, age or national origin by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Employment Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination and the Contractor shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Contractor can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.
3. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

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

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

40. **Guarantee:** Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship of all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation, workmanship, or materials, the Contractor, at his expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City as least detrimental to the operation of City business.
41. **Placing of Orders:** Orders against contracts will be placed with the Contractor on either a Purchase Order or Blanket Purchase Order executed and released by the Purchasing Agent. Telephone orders placed directly with the contractor by the ordering Agency may be authorized by the Purchasing Agent only after execution of a Blanket Purchase Order.
42. **Provisions for Other Agencies:** Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid that he will make available to all City agencies and departments and the City School District the bid prices he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

#### DELIVERY PROVISIONS

43. **Responsibility for Materials Shipped and Risk of Loss:** The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated point and received, properly installed if necessary, and accepted by the City and the Contractor shall bear all risk on rejected materials or supplies. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure to do so within ten (10) days after notification, the City may return the rejected materials or supplies to the contractor at his risk and expense, or dispose of them as its own property.
44. **Inspections:** Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.
45. **Time of delivery:** Deliveries will be accepted between 9:00 A.M. and 4:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or Holidays.
46. **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

The Purchase Order Number

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

The Quantity Ordered

The Quantity Shipped

The Quantity Back Ordered

The Name of the Contractor

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

47. **FOB Destination Delivery:** Unless otherwise specifically stated in the City's request for bids, all goods, equipment and materials shall be delivered to the location designated by the City. The bidder shall include in his bid price all reasonable and necessary transportation, shipping, handling and delivery charges. Delivery

shall not be complete until the goods, etc. are placed in the building, room, or other location specified by the City, either in the bid documents or in the Purchase Order.

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

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

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

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

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

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

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

51. **Identical Bidding:** Executive Order No. 10946: All identical bids submitted to the City as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount may at the discretion of the City, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.

52. **Employees Not To Benefit:** As a prerequisite for the payment pursuant to the terms of this contract, there shall be furnished to the City a statement under oath that no employee or officer of the City, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the contract. Upon request by the City, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Contractor shall be returned to the City.

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

53. **Child Labor:** Pursuant to Resolution No. 37-38 of the City of Rochester, the bidder certifies to the best of his/her knowledge that Child Labor has not been employed in the manufacture of the materials, supplies, the containers thereof, or services represented hereon.

54. **Prevailing Wages:** Bidder hereby certifies that to the extent applicable to this contract the wage rates to be paid to employees on this contract shall be in conformity with the wage rates established by the Comptroller pursuant to and in conformity with Section 220 of the New York State Labor Law. To the extent that prevailing

wages are not applicable to the contract, the bidder hereby certifies that he/she shall pay employees working hereunder the minimum wages established by law.

55. **Testimony Concerning Contracts:** The refusal of the vendor, or any of its officers, directors, partners, members or agents, when called before a Grand Jury, to testify concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, shall disqualify the vendor and such officer, director, member or agent thereof from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation in the State of New York or any public department, agency or official thereof, for goods, works or services, for a period of five (5) years after such refusal and any or all contracts made with any municipal corporation or a public department, agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be cancelled or terminated by the municipal corporation without any liability on the part of the municipal corporation or any penalty or damages on account of such cancellation or termination.
56. **Status As Independent Contractor:** The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he shall conduct himself in a manner consistent with such status, that he will neither hold himself nor his employees out as, nor claim to be an officer or employee of the City by reason hereof, and that he and his employees will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage, and retirement membership or credit.
57. **Audit:** The Contractor agrees to permit on-site inspection and auditing of all records, books, papers, and documents associated with this Agreement by authorized representatives of the City, and further agrees to provide necessary staff support for the performance of such audit. The Contractor agrees to maintain for a period of three (3) consecutive years following termination of this Agreement any and all records, reports and other documentation arising from the performance of this agreement; however, this period shall be extended beyond three years for any and all records and information pertaining to unresolved questions, which have been brought to the Contractor's attention by written notice by the City.
58. **Compliance With All Laws:** The Contractor agrees that, during the performance of the work required pursuant to this Agreement, the Contractor, and all employees working under his direction, shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way their actions during their said performance of the work required by this Agreement. Furthermore, each and every provision of law and contractual clause required by law to be inserted in this Agreement shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.
59. **Extent of Agreement:** This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements, and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by its authorized agent.
60. **Law and Forum:** This Agreement shall be governed by and under the laws of the State of New York and the Charter of the City of Rochester. The parties further agree that the Supreme Court of the State of New York, held in and for the County of Monroe shall be the forum to resolve disputes arising out of either this agreement or work performed according thereto. The parties waive all other venue or forum selections. The parties may agree between themselves on alternative forums.
61. **No Waiver:** In the event that the terms and conditions of this agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.
62. **Severability:** If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the laws of the State of New York.

## NOTICE TO BIDDERS

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

38. Equal Opportunities:

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

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

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

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