



PRINTED NAME OF BIDDER

FORK LIFT TRUCKS, 7,000 lb. CLASS

Invitation to Bid No. 400320 Issued: May 20, 2013

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

BID OPENING: Tuesday, June 25, 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 is incorporated into the bidding document and contract by reference.

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

Type of Contract: TERM CONTRACT WITH OPTION TO EXTEND

Bid Deposit Requirement: NONE

Performance Security Requirement: NONE

Insurance Requirement: NONE

Samples Requirement: NONE

Descriptive Literature/Technical Data Requirement: SEE SECTION 2.

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.



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1. SCOPE

The following specifications are intended to meet the requirements of the City of Rochester to make a One Time Purchase of one (1) 7,000 lb. Capacity, LPG, Fork Lift Trucks, Yale Model GP070VX, and to establish a term contract with the successful bidder to purchase Parts and Repairs for the fork lift truck.

2. PREPARATION OF PROPOSAL

- 2.1 The proposal is contained in these contract documents and **MUST NOT BE DETACHED HERE FROM** by and bidder when submitting a proposal.
- 2.2 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.
- 2.3 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.

3. 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.

4. CONTRACT PERIOD

- 4.1 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.
- 4.2 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.
- 4.3 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.

5. PRICES

- 5.1 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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- 5.2 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.
- 5.3 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.
- 5.4 Bidder shall quote single percentage discount only. Bids containing multiple discounts are subject to rejection.
- 5.5 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.
- 5.6 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.
- 5.7 The City is exempt from State Sales and Federal Excise Taxes. This should be considered when quoting discount.
- 5.8 All orders shall be priced F.O.B. destination, including unloading at storeroom door of agency. Exceptions to this provision are not acceptable.
- 5.9 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.
- 5.10 For service and parts supplied under the Service Term Contract, the contractor must provide a written estimate that is approved by the City prior to delivery of any service(s) or part(s).

6. PURCHASE ORDER REQUIRED

- 6.1 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.
- 6.2 The City is only obligated to purchase, and the vendor should only deliver items ordered on a City of Rochester Purchase Order.

7. 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

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the equipment. Additions or deletions which affect the final total cost must be authorized by Change Order approved by the Purchasing Agent.

8. QUANTITIES

It is the intention of the City to purchase one (1) 7,000 lb. Capacity, LPG, Fork Lift Trucks, Yale Model GP070VX, however, this is subject to budget considerations once bids have been received.

- 8.1 The quantities listed in the Proposal are not guaranteed.
- 8.2 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.
- 8.3 The City will issue a Purchase Order for the actual number of units to be purchased after the contract has been awarded.
- 8.4 The City cannot estimate the quantity of service and/or parts that may be ordered under the Service Term Contract. The City reserves the right to utilize other contracts for service and parts if it is more cost effective to do so.

9. 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.

10. 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.

11. DELIVERY

- 11.1 For all items, delivery shall be made within five (5) days of receipt of order.
- 11.2 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.

12. DELIVERY DATE

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- 12.1 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.
- 12.2 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.

13. EXTENSIONS OF TIME - EXCUSABLE DELAYS

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

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14. QUALIFICATION OF BIDDER

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

14.1.1 That the manufacturer or bidder has factory that is currently manufacturing solid waste equipment, with sufficient size and machinery to complete the contract.

14.2 Bids will only be considered from side load refuse body and chassis manufacturers or authorized dealers for those manufacturers.

14.3 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.

14.4 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.

15. METHOD OF AWARD

15.1 It is the intent of the City to award this bid to the lowest responsive and responsible bidder per Total Bid Price in the Purchase Contract Proposal.

15.2 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.

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

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

16. REJECTION OF BIDS

16.1 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.

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

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

27. INFORMALITIES

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

18. INTERCHANGEABILITY

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

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

29. 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.

20. SERVICING ON DELIVERY

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

21. INSPECTION OF WORK

21.1 Representative and/or agents of the City of Rochester as designated by the Purchasing Agent of the City of Rochester shall for the purpose of inspection, have free and safe access at any and all reasonable times to the buildings and shops of the Contractor, his subcontractors and material men, wherever any items for this Contract are being prepared or manufactured.

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

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altered or replaced to comply with the specifications at the expense of the Contractor.

- 21.3 If the item or items called for in the specifications are delivered and fail to meet specifications in any respect, the bidder will be notified and he will arrange for their removal from the City of Rochester property at no expense to the City of Rochester. If the successful bidder fails to remove the items which, in the opinion of the Purchasing Agent of the City of Rochester, do not meet specifications, the City will arrange to have such items removed and any expense connected therewith will be the responsibility of the Contractor.

22. PAYMENT OR ACCEPTANCE NOT CONCLUSIVE

- 22.1 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.
- 22.2 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.

23. GUARANTEES AND WARRANTIES

- 23.1 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.
- 23.2 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.
- 23.3 Contractor shall also furnish a copy of the standard factory warranty.

23.4 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.

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- 23.4.1 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.
- 23.4.2 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.
- 23.4.3 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.
- 23.4.4 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.
- 23.4.5 Note: Failure to approve and certify the City of Rochester's Equipment Services Division as a factory/manufacturer warranty repair facility will classify the bid as informal and subject to rejection.
- 23.4.6 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.
- 23.4.7 The contractor will be required to supply to the City all dollar amounts for each warranty claim performed by that contractor.
- 23.5 Repair work performed under the Service Term Contract shall be guaranteed for a minimum of thirty (30) days.
- 23.6 Parts or products supplied to the City under the Service Term Contract shall be certified as new, OEM or OEM approved, and guaranteed for the manufacturer's warranty period or thirty (30) days, whichever is longer.

24. PAYMENT

- 24.1 Payment for items delivered under the Purchase Contract proposal 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.
- 24.2 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

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contract price upon delivery and delay payment of the balance until contractor has made all necessary corrections.

- 24.3 The invoice(s) shall be forwarded to the ordering department.
- 24.4 The invoice(s) shall include not less than the following:
 - 24.4.1 City Contract Number
 - 24.4.2 Year, Make and Model of BODY(S) and CHASSIS
 - 24.4.3 Delivery Date
 - 24.4.4 Location of Delivery
- 24.5 Invoices for parts and services delivered under the Service Term Contract must include the following:
 - 24.5.1 Accurate item description
 - 24.5.2 Catalog number of the item
 - 24.5.3 Quantity
 - 24.5.4 Unit price per item
 - 24.5.5 Net total cost to the City, after discount
 - 24.5.6 City contract number
 - 24.5.7 Date of delivery
 - 24.5.8 Location of delivery
 - 24.5.9 Description of reason why the final invoice is different than the approved repair estimate, if applicable.

25. CERTIFICATES, MANUALS AND WARRANTIES

- 25.1 When the units are delivered, the Contractor shall deliver to the Purchasing Agent:
 - 25.1.1 Documents of Title
 - 25.1.2 Certificates of Title
 - 25.1.3 Warranty and Guarantee Certificates
 - 25.1.4 Certification specified in the Contract
 - 25.1.5 Manuals specified in the Contract

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26. 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.

27. DEFAULT

27.1 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:

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

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

27.2 In the event the Purchasing Agent 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.

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

28. 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.

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29. 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.

30. NON-COLLUSIVE BIDDING CERTIFICATION

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

- 30.1 The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 30.2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed prior to the opening, directly or indirectly, to any other bidder or to any competitor;
- 30.3 No attempt has been or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

31. TRAINING

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

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OSHA approved and include complete operational instructions, equipment safety guidelines and equipment inspection checklists.

32. SPECIFICATIONS AND PERFORMANCE CHARACTERISTICS

- 32.1 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. 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 City of Rochester whose decision shall be final.
- 32.2 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.
- 32.3 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.
- 32.4 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.
- 32.5 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.
- 32.6 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.
- 32.7 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.

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SPECIFICATIONS ARE AS FOLLOWS:

7,000 LB CAPACITY FORKLIFT

33. STANDARD EQUIPMENT

- 33.1 Continuous Stability Enhancement System
- 33.2 Integrated Dashboard Display
- 33.3 Operator Restraint System
- 33.4 Operator Presence System (OPS)
- 33.5 Low Fuel Indicator
- 33.6 Infinitely Adjustable Steering Column
- 33.7 Floor Mat
- 33.8 LPG MAZ 2.2L Powershift 1 SPD DRM BRK
- 33.9 Exhaust: Counterweight Rear Exhaust
- 33.10 System Monitoring: MAZDA LPG
- 33.11 HOOD: Non-vented Hood
- 33.12 MAST: 3 stage Full Free Lift. Class III
- 33.13 MAST TILT: 10 Degrees Forward / 6 Degrees Backward
- 33.14 MAST HEIGHT: Maximum of 87" in the travel position.
- 33.15 CARRIAGE: 42" (1067mm) Class III Hook Integral Sideshifter
- 33.16 FORKS: 42" Long Class II Hook Type (1.6"x3.9") Standard Taper, 1067mm Long, (40mm x 100mm).
- 33.17 LOAD BACKSEAT EXTENSION: 48" High
- 33.18 HOSE GROUP: 1 Aux. Function – Internal Mounted
- 33.19 HYDRAULIC CONTROLS: Cowl Mounted Levers
- 33.20 HYDRAULIC VALVE: 3 Function (1 Aux.)
- 33.21 RADIATOR: Serpentine Core
- 33.22 ENGINE START: Key Switch Start
- 33.23 AIR INTAKE: High Air Intake
- 33.24 STEERING WHEEL: Steering Wheel with Wheel Spinner Knob
- 33.25 DIRECTIONAL CONTROL: Directional Lever mounted on the left side of the steering column.
- 33.26 LPG TANK BRACKET: Swing out LPG Tank Bracket with Tank.
- 33.27 FUEL SENSOR: Pressure Based LPG Fuel Sensor. Provides warning on the dash display.
- 33.28 U.L. APPROVAL: Type LP

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- 33.29 INCHING CONTROL: Single Inch/Brake Pedal
- 33.30 CAB: Factory installed hard-sided cab with integrated overhead guard, removable doors with sliding windows, heater/demister, front & rear wiper/washers, interior dome light, air circulating fan and insulated headliner.
- 33.31 TREAD WIDTH: Wide Tread
- 33.32 DRIVE TIRES: Single Drive Tires
Pneumatic Shaped Solid (PSS) 28x9-15
- 33.33 STEER TIRES: Pneumatic Shaped Solid (PSS) 6.50 x 10
- 33.34 SEAT: Full Suspension Vinyl Seat including an Operator Restraint with No-Cinch Seatbelt.
- 33.32 LIGHTS: Dual Front Headlights/Dual Brake, Tail & Back-up Lights Single Rear Work Light - LED
- 33.36 VISIBLE ALARM: Amber LED Strobe Light, keyswitch activated, OHG Mounted – does not increase truck height (Low Mount).
- 33.37 AUDIBLE ALARM: Reverse direction activated. Self-adjusting between 82-102 dB (A).
- 33.38 LITERATURE: (Decals, Marking and Operator Manual): English
- 33.39 RATED LOAD CENTER: 24"
- 33.40 LENGTH: 107.6" From rear to face of forks.
- 33.41 OVERALL WIDTH: 47"
- 33.42 TURNING RADIUS: 93.7" Overall Turning Radius
- 33.43 LOAD DISTANCE: 18.8" From center of front wheel to face of forks.
- 33.44 COOLING FAN: 17" Pusher-Type
- 33.45 OIL COOLER: Radiator integrated transmission oil cooler.
- 33.46 WHEELBASE: 67"
- 33.47 LIFT HEIGHT: Maximum fork lift height shall be no less than 181"

34. MISCELLANEOUS

- 34.1 A key locking device will be provided with four (4) keys.
- 34.2 All lifts will be manufactured in full compliance with applicable OSHA and ANSI codes.
- 34.3 Right and Left Side Mirrors
- 34.4 Rear drive handle with integrated horn button

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35. LINE TICKETS

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

36. 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 VEHICLE AND EQUIPMENT DEALERS AND INSTALLERS SHALL NOT BE ATTACHED TO THE VEHICLE. IN ANY INSTANCE OF VIOLATION OF THESE RESTRICTIONS, THE COST OF REMOVAL OF SUCH ADVERTISING WILL BE DEDUCTED FROM CONTRACTOR'S OUTSTANDING INVOICE.

37. DATA PLATE

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

38. TRADE-INS

38.1 906067: 1990 Clark LPG
Model: GPX230-0028-7600

38.2 To inspect trade-ins, contact: Gary O'Donnell 585-428-6343

FORK LIFT TRUCKS, 7,000 lb. CLASS

PROPOSAL

PURCHASE CONTRACT PROPOSAL

The undersigned bidder hereby agrees to furnish the goods or services specified and to otherwise fully meet all terms, conditions, and specifications contained in this Invitation to Bid without exception, unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

THREE (3) FORK LIFT TRUCKS, 7,000 LB Capacity, LPG, Fork Lift Trucks, Yale Model GP070VX in accordance with specifications and provisions:

1. NET DELIVERED UNIT PRICE: \$ _____
Total Net Delivered Price

2. LESS ONE (1) TRADE-INS: \$ _____

GRAND TOTAL BID PRICE: \$ _____
[Total Net Delivered Price Minus One (1) Trade- Ins]

MANUFACTURER _____ MODEL # _____

BIDDER CERTIFIES THAT THE CITY OF ROCHESTER WILL BE APPROVED TO PROVIDE IN-HOUSE WARRANTY REPAIRS (CHECK BOX): _____ YES _____ NO

CITY IN-HOUSE WARRANTY REIMBURSEMENT RATE \$ _____/hr.

DELIVERY DATE _____ CALENDAR DAYS AFTER RECEIPT OF PURCHASE

ADDRESS WHERE PARTS CAN BE OBTAINED OTHER THAN BIDDER:

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

(Continued through Page 25)

FORK LIFT TRUCKS, 7,000 lb. CLASS

SERVICE TERM CONTRACT PROPOSAL

PERCENTAGE DISCOUNT OFF PARTS FOR 7,000 lb. Capacity, LPG, Fork Lift Trucks, Yale Model GP070VX:

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 25)

FORK LIFT TRUCKS, 7,000 lb. CLASS

Equipment Information Sheet

Completion of this form is required

Cab & Chassis: _____ Make/Model

Body: _____ Make/Model

Engine: _____ Make/Model **Oil** Type: _____ Qty: _____

Coolant Type: _____ Qty: _____

Fuel Type: _____ Qty: _____

Transmission: _____ Make/ Model **Oil** Type: _____ Qty: _____

Hydraulic System: _____ Make/Model **Oil** Type: _____ Qty: _____

Tires: Front Size: _____ psi: _____ Rear Size: _____ psi: _____

Capacities: Gross Vehicle Weight Rating _____ lbs.

Unladen Vehicle Weight _____ lbs.

Maximum Load Capacity _____ lbs.

Clearance: Vehicle Height Feet: _____ Inches: _____

Wheel Base Inches: _____

Speed: Top "Over the Road" Speed _____ mph

Top Right Hand Drive Speed _____ mph

Equipped With: List relevant equipment features (e.g. air conditioning, power windows, neutral interlock)

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company
(Continued through Page 25)

FORK LIFT TRUCKS, 7,000 lb. CLASS

QUESTIONNAIRE FORM FOR CITY SPECIFICATIONS

TO BE FILLED IN BY BIDDER AND PRESENTED WITH BID PROPOSAL

PROPOSED UNIT: MAKE: _____ MODEL: _____
YEAR: _____ CHASSIS WEIGHT _____ LBS. _____

GENERAL DIMENSIONS: WHEELBASE _____ IN.
OVERALL WIDTH _____ IN.
FRAME HEIGHT _____ IN.

ENGINE: MAKE _____ MODEL _____
NET S.A.E. BRAKE HORSEPOWER _____ AT _____ RPM
NET S.A.E. TORQUE _____ LB. FT. _____ RPM
NUMBER OF CYLINDERS _____
PISTON DISPLACEMENT _____ CU.IN.
LUBE SYSTEM OIL CAPACITY _____ U.S. GAL.

TRANSMISSION: MAKE _____ MODEL _____

DRIVE LINE : MAKE _____ MODEL _____

AIR CLEANER: MAKE _____ MODEL _____

Authorized Signature Typed Name and Title of Authorized Signer

Typed Name of Company

(Continued through Page 25)

FORK LIFT TRUCKS, 7,000 lb. CLASS

QUESTIONNAIRE FORM FOR CITY SPECIFICATIONS - continued

COOLING SYSTEM: CAPACITY ENTIRE SYSTEM _____ QUARTS

TYPE RADIATOR _____

ALTERNATOR: MAKE: _____ MODEL: _____

CHARGING R.P.M.: _____

CAPACITY RATING: _____

BATTERY: VOLTAGE: _____ AMP HRS. _____

GROUP: _____ MAKE _____

STEERING: TYPE: _____

MAKE: _____

RATIO: _____

CAPACITY: _____ LB.

TURNING RADIUS: _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

(Continued through Page 25)

FORK LIFT TRUCKS, 7,000 lb. CLASS

QUESTIONNAIRE FORM FOR CITY SPECIFICATIONS - continued

BRAKES: SERVICE BRAKE, FRONT: MAKE _____
TYPE _____
SIZE _____
LINING AREA _____

SERVICE BRAKE, REAR: MAKE _____
TYPE _____
SIZE _____
LINING AREA _____

PARKING BRAKE: MAKE _____
TYPE _____
SIZE _____
LOCATION _____

FRAME: TYPE STEEL: _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

(Continued through Page 25)

FORK LIFT TRUCKS, 7,000 lb. CLASS

QUESTIONNAIRE FORM FOR CITY SPECIFICATIONS – continued

FUEL TANK: CAPACITY: _____ EA.

LOCATION: _____

WARRANTY PROVIDED

GENERAL YEARS: _____

HOURS: _____

DRIVE TRAIN YEARS: _____

HOURS: _____

NON-OFFICIAL SPEC
DO NOT USE TO BID

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

(Continued through Page 25)

FORK LIFT TRUCKS, 7,000 lb. CLASS

PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

City State Zip Code

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

E-mail Address of Recipient of Contract Awards and Extensions

Date

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

Contract No. 400320

Contract Term: _____

Purchasing Agent

Date