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**PRINTED NAME OF BIDDER**

**STREET SWEEPERS COMPRESSED NATURAL GAS (CNG), 3-WHEEL- HYDRAULIC**

Invitation to Bid No.400600 Issued: September 30, 2013

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

Bid responses are to be returned to the Office of the Purchasing Agent, City Hall, Room 105A, Rochester, NY14614, by the date and time indicated, at which time and place all bids will be opened, read and recorded.

BID OPENING: Tuesday, October 15, 2013 at 11:00 a.m.

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

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

Type of Contract: 6 MONTH TERM

Bid Deposit Requirement: 5%

Performance Security Requirement: 50%

Insurance Requirement: NONE

Samples Requirement: UPON REQUEST

Descriptive Literature/Technical Data Requirement: SUBMIT WITH BID.

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



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### **1. SCOPE**

The following specifications are intended to meet the requirements of the City of Rochester for 3-Wheel Hydraulic Street Sweepers with CNG engines.

- 1.1 These specifications will be considered minimum. Should the manufacturer's current published data or specifications exceed these, they will be considered minimum and be furnished.
- 1.2 All parts not specifically mentioned which are necessary to provide complete unit(s) ready for use upon delivery will be included in the bid and will conform in strength and quality of material and workmanship to what is provided to the trade in general.
- 1.3 All items of standard equipment which are normally provided by the manufacturer will be furnished unless such items are expressly deleted or are specified to be other than standard. When optional equipment is specified, all components listed in the manufacturer's data book as being included or required with the option will be furnished.
- 1.4 However, if the bidder submits a bid on a make or model other than specified, he/she must present with his bid a detailed specification describing the items he/she proposes to furnish.
- 1.5 The bidder will point out in detail wherein the item(s) he proposes to furnish differ(s) from the items called for in these specifications. The Purchasing Agent reserves the right to consider whether in his judgment, a substitute meets the requirements of these specifications, and the Purchasing Agent's judgment will be considered final.
- 1.6 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 have fully met the intent of the specifications, but which may vary in a non-substantial manner from the specified design characteristics, may offer such equipment as they can demonstrate the intended performance requirements. In such case, the bidder will be required to submit with his/her bid a detailed listing of design variances and a full explanation as to how the units offered will meet the desired performance characteristics. A decision as to equivalency will be made by the City of Rochester, whose decision will be final.

### **2. PREPARATION OF PROPOSAL**

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

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- 2.3 All blank spaces on the questionnaire pages in these specifications 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**

- 3.1 The attention of the bidder is called to the fact that the Proposal requires, under Base Bid, the Net Delivered Unit Price covering the item(s) specified. Any deduction for freight allowance, cash discount, or quality rebate should be included in the total net price as given on the bidding sheet and should not be listed as separate item(s).
- 3.2 Bid will be made only on the form(s) provided with these specifications.
- 3.3 This contract will be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof will be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any representation by any employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.

### **4. METHOD OF AWARD**

- 4.1 Award will be made to the bidder meeting these specifications who proposes the lowest Net Delivered **Total Bid Price**.
- 4.2 The City reserves the right to award based upon its lowest overall total cost after factoring in the cost impact of the Options selected by the City and/or the cost of parts and service to the City based upon prices shown in the Service Terms Contract Proposal.
- 4.3 The City reserves the right to reject any bid where the prices offered are imbalanced or not representative of current market prices.

### **5. BONDS**

#### **5.1 BID BOND**

A bid bond in an amount equal to five (5%) percent of the bid price will be furnished with each bid. At its option, the City will have the right to accept cash, a certified check, or a letter of credit in satisfaction of this requirement.

#### **5.2 PERFORMANCE AND OTHER BONDS**

- 5.2.1 The contractor must furnish two executed surety company bonds, each in an amount equal to fifty percent (50%) of the bid price.

- A. A Performance Bond and Labor and Material Payment Bond will be furnished as security for the faithful performance by the contractor of all terms and conditions of the Contract documents.
- B. Bonds will be made out to the City of Rochester, prepared on an approved form and submitted by the contractor to the Purchasing

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Agent within ten (10) days of notification of acceptance of bid. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of New York. The surety furnishing the Performance Bond must waive notice of any change in the contract price or contract time. Attorneys-in-fact who sign bonds must file with the bond a certified copy of their power of attorney to sign said bonds.

### **5.2.2 Alternate Security**

- A. At its option, the City will have the right to accept cash, a certified check, or a letter of credit in satisfaction of the foregoing requirements.
- B. In the event the contractor submits cash or a cash instrument as alternate security, the City will accept 50% of the contract total as satisfying both Performance and Payment security requirements.
- C. Any security accepted in lieu of a payment bond will be retained until the City is no longer liable for mechanics' liens against the work of the contract.

## **6. 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, the bid deposit of the bidder will be retained by the City as liquidated damages and not as a penalty, it being now agreed that the sum is a fair estimate of the amount of damages that the City will sustain due to the bidder's failure to furnish the performance security.

## **7. INSTRUCTIONS TO BIDDERS**

- 7.1 Proposals will be received by the Purchasing Agent of the City of Rochester in accordance with the Contract Document set forth herein.
- 7.2 A bid will be made only on the form(s) provided with these specifications and failure to do so or by use of other forms may immediately disqualify the bid.
- 7.3 Submittal of any other documents, letters, etc., unless requested as part of these specifications will be considered informal and not part of the contract.
- 7.4 A bidder may take exception on the Questionnaire Form to certain sections of the specifications, but under no circumstances will he be allowed to negate the City of Rochester specifications with a counter-proposal or a submittal of his manufacturer's specifications.
- 7.5 Should the successful bidder, after entering into a contract with the City, fail to furnish the equipment in compliance with the contract documents, the City will take whatever corrective action is required to meet the requirements of said documents and deduct all costs, direct and indirect, from the contract payment and/or performance security. Said deductions will be in addition to any other penalties specified elsewhere in the bid documents.

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

8. TAX

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

9. DELIVERY DATE

9.1 The City of Rochester requires delivery of this equipment as soon as possible, but not later than one hundred and fifty (150) calendar days after receipt of the Purchase Order. The unit(s) will remain the property of the bidder until accepted by the City of Rochester. Upon delivery, the unit(s) will 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 will make, at his own expense, any adjustments or alterations that may be required by the City as a result of the operation test.

9.2 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.

9.3 A quoted delivery date in excess of 150 days may, at the City's option, be cause for the rejection of the bid.

10. DELIVERY

The equipment and components to be furnished under this contract will be delivered F.O.B. to the City of Rochester, 945 Mt. Read Blvd., Bldg. 100, Rochester, NY 14606.

11. LATE DELIVERY OF SUPPLIES

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

11.2 In the event of the failure of the contractor to deliver the equipment in accordance with the schedule set forth in the Section entitled "DELIVERY DATE" above, the contractor will be liable to the City as liquidated damages the following amounts for each day the equipment is delivered late: Two Hundred Dollars (\$200.00) per

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day per vehicle for each day that the sweepers and allied equipment are delivered late.

- 11.3 Any damages so imposed will be deleted from the contract amount and/or the performance security.
- 11.4 At the option of the Purchasing Agent, the City may invoke the DEFAULT provision of this contract in addition to any liquidated damages as outlined above.
- 11.5 For the purposes of this sub-section, any days in excess of three (3) days following arrival of the equipment at the destination as defined in the "DELIVERY" section, (not including the day of arrival) which the City expends in inspecting and either accepting or initially rejecting the equipment will not be considered as a day the equipment is delivered late.
- 11.6 The City may grant extensions of the contract time of completion for any delays resulting from causes beyond the contractor's control, which are not to be considered normal hazards of the contract. Delays of this classification such as acts of God, disasters, and strikes will be deducted from the time for which the contractor is liable for liquidated damages.

### **12. QUALIFICATION OF BIDDER**

No bid will be considered unless the firm submitting the bid can meet the following conditions:

- 12.1. The manufacturer has a factory of sufficient size that is currently manufacturing this equipment, with sufficient machinery to complete the contract.
- 12.2 Bids will be considered only from STREET SWEEPER manufacturers or authorized dealers of the manufacturer.
- 12.3 The manufacturer must be able to prove that it has consistently manufactured this specific base model of equipment for 5 years and has at least 50 units in service.

### **13. INSPECTION OF WORK**

Representatives of the City of Rochester will have free and safe access to the factory and shops of the manufacturer for the purpose of final inspection.

### **14. SUBLETTING**

Any portion of this contract may be sublet by the contractor. Under no circumstances should this be construed as making the City a party to such subcontract, nor subjecting the City to liability of any kind to any subcontractor. No subcontract will, under any circumstances, relieve the contractor of his liability and obligation under this contract. Despite any such subletting, the City will deal through the contractor. Subcontractors will be dealt with as workmen and representatives of the contractor and as such, will be subject to the same requirements as to character and competence as are other employees of the contractor.

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15. PAYMENT OR ACCEPTANCE NOT CONCLUSIVE

- 15.1 No payment made under the contract will be considered conclusive evidence of the performance of the contract, either wholly or in part; and no payment made for the delivery of the items in whole or in part should be construed as acceptance of defective work or improper materials, nor relieve the contractor from correcting the defects.
- 15.2 The final acceptance of the items delivered will not be binding upon the City nor considered conclusive should the contractor furnish inferior items or depart from the specifications and/or the terms of the contract. Should such a condition become evident, the Purchasing Agent will have the right, notwithstanding final acceptance and payment, to cause the item(s) 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.

16. QUANTITY

- 16.1 The City estimates that the total quantity purchased under this contract will be four (4) units.
- 16.2 This contract will be for the quantities actually ordered during the contract period, as the City cannot guarantee order quantities.
- 16.3 Unit price(s) will be extended for the actual number of units purchased during the contract period.
- 16.4 The City Purchasing Agent will issue a Purchase Order(s) for the actual number of units to be purchased after the contract has been awarded.

17. CONTRACT PERIOD

- 17.1 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.
- 17.2 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.
- 17.3 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.

18. PRICES

- 18.1 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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- 18.2 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.
- 18.3 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.
- 18.4 Bidder shall quote single percentage discount only. Bids containing multiple discounts are subject to rejection.
- 18.5 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.
- 18.6 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.
- 18.7 The City is exempt from State Sales and Federal Excise Taxes. This should be considered when quoting discount.
- 18.8 All orders shall be priced F.O.B. destination, including unloading at storeroom door of agency. Exceptions to this provision are not acceptable.
- 18.9 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.

## **19. PAYMENT**

- 19.1 Payment will be made by the City to the contractor upon execution of City of Rochester invoice by the contractor within (30) days after the equipment has been delivered, inspected, accepted, and approved by the Purchasing Agent in conjunction with the ordering department's representative for equipment purchases.
- 19.2 When a vehicle 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 is in compliance with the specifications. However, if poor workmanship or deviations from specifications exist, the City may pay up to 80% of the contract price upon delivery and delay payment of the balance until contractor has made all necessary corrections.
- 19.3 The invoice(s) should be sent to the ordering department.

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20. ITEMS REQUIRED AT DELIVERY

Each Contractor Invoice will include the following at the time of vehicle delivery:

- 20.1 City Contract Number
- 20.2 Year Make, and Model
- 20.3 Delivery Date
- 20.4 P.O. Number
- 20.5 Vehicle Titles and Certificates of Origin all registered to:

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

- 20.6 An Odometer Disclosure Statement for each vehicle
- 20.7 All service manuals are required at time of delivery

21. SPECIAL NOTICE TO BIDDERS

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

22. DEFAULT

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

- 22.1 Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extensions thereof; or
- 22.2 Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger the 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

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may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure.

22.3 In the event the Purchasing Agent terminates this contract in whole or in part as provided in paragraph 20.1 or 20.2 of this section, 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 will be liable to the City for any excess costs for such similar supplies or service, provided that the contractor continues the performance of this contract to the extent not terminated under the provisions of this section.

22.4 The contractor will not be liable for any excess costs if acceptable evidence has been submitted to the Purchasing Agent that failure to perform the contract was due to causes beyond the control of and not as a result of the fault or negligence of the contractor.

### **23 DISPUTES**

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

### **24. 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 six years. In the event that during such six-year period the City is unable to establish a contract for the purchase of OEM parts by the standard advertised bidding process, the successful bidder agrees to supply to the City OEM parts at a price no greater than the then current Fleet List Price, F.O.B. delivered, within the time frames standard to the industry.

### **24. GUARANTEES AND WARRANTIES**

24.1 The contractor will guarantee all equipment furnished for a period of two (2) years from date in service if such equipment is not included in the manufacturer's standard warranty. The in-service date will be determined by the City. Notification of this will be sent to the successful bidder.

24.2 The contractor hereby warrants and guarantees for a period of two (2) years from date in service that he will, at his own expense and without any cost to the City, replace all defective parts and pay for labor and repairs that may be required, on a timely basis, and made necessary by reason of non-compliance with these specifications.

24.3 All guarantees and warranties will be furnished by the Contractor and will be delivered to the Bureau of Equipment Services before final invoice on the contract is submitted.

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In an attempt to keep vehicles in service the City of Rochester's Equipment Services Division will be approved by the factory/ manufacturer to perform in-house warranty repairs with all the books and forms required for reimbursement. The reimbursement rate will be stated on the proposal page of this document. This rate will not be less than 60% of the average labor rate from the local dealers in the area. 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 vehicle to service as soon as possible.

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

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

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

### **24.4 SPECIAL NOTE:**

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

24.4.2 If the Contractor is not local, the Contractor will assume at its 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, within twelve (12) hours of notification from the City.

24.4.3 Any warranties above and beyond the minimums listed in this section will be stated in the specifications.

24.5 Due to the fact that unforeseen operational problems often occur in units of new design, the chassis manufacturer will warrant to the City that it will retrofit, at no cost to the City, any improvements developed to combat problems of repeated or early failure or breakage of component parts or other failures in meeting acceptable performance standards for a period of two (2) years from date in service.

24.6 All warranty-covered repairs shall be documented in invoice form for City of Rochester records. This information is to be provided to Equipment Services when repairs are completed.

24.7 All in-house warranty-covered repairs performed by Equipment Services will be paid in check form and sent to Equipment Services, 945 Mt. Read Blvd., Bldg. 100, Rochester, NY 14606, Attention: Warranty Specialist. Checks should be made out to the "City of Rochester."

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### 25. INSPECTION OF WORK

- 25.1 Representatives and/or agents of the City of Rochester, as designated by the Fleet Manager 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 this equipment is being prepared or manufactured such cost for this inspection shall be the responsible of the City of Rochester.
- 25.2 If, during the final inspection of item or items to be furnished under this contract, they 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.
- 25.3 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, 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.

### 26. NON-COLLUSIVE BIDDING CERTIFICATION

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

- 26.1 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.
- 26.2 Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other bidder or to any competitor.
- 26.3 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.

### 27. CHASSIS BODY

- 27.1 Type - unitized, fabricated and welded heavy duty steel plate.
- 27.2 Tow hooks - two front, two rear.

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### 28. CAB

- 28.1 Type - full, 14-gauge
- 28.2 Doors - upper, see-through windows, automotive type latches, lower panel, flat safety glass
- 28.3 Dust protection, rubber gasket sealed windows
- 28.4 Windows - safety glass with tinted windshield and padded sun visors
- 28.5 Windshield wipers, 2-speed with washers
- 28.6 Mirrors, one inside rear view, outside dual West Coast style with convex inserts, spot mirrors. Front mounted dual 12" round or crescent type mirrors both sides
- 28.7 Curb side seat shall be Bostrom Air Ride or City approved equal.
- 28.8 Sound suppression, tunnel cover, cab ceiling, fire wall, and engine compartment hood
- 28.9 Noise levels - during normal sweeping, interior cab sound level of 85 db (A) and a pass-by level of 82 db (A) when tested to S.A.E. J91B and J88A, respectively.
- 28.10 Air conditioner - fresh air; heater/ventilators/pressurizer/defroster/cab dome light combination
- 28.11 Cab interior shall be manufacturer's best model, top of the line.
- 28.12 Street side seat shall be Magnum 200.
- 28.13 To maximize operator visibility, cab glass area shall not be less than 6,000 sq. in.
- 28.14 AM/FM radio

### 29. INSTRUMENTS

- 29.1 Full vision illuminated type panel
- 29.2 Gauges, speedometer/odometer, engine water temperature, oil pressure, voltmeter, fuel, hydraulic low oil warning, and water fill gauge
- 29.3 Manufacturer's shutdown protection system - to include low oil, pressure or high coolant temperature.
- 29.4 Hydraulic oil level shutdown with dash mounted light and audible alarm

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### **30. ENGINE AND COOLING SYSTEM**

- 30.1 Compressed Natural Gas engine, 6 cylinder turbocharged 5.9L, 195 HP at 2800 RPM, Cummins B Gas Plus with EPA/CARB on highway emissions.
- 30.2 Air cleaner - dual element, dry type, with a dash mounted restriction indicator
- 30.3 Pre-cleaner mounted on air intake
- 30.4 Exhaust pipe shall extend beyond hood assembly.
- 30.5 Cooling system shall have 30 qt. capacity with extended life antifreeze, -20 degrees.
- 30.6 Fan blade shall be a 6-blade pusher type with shroud enclosure.
- 30.7 CNG fuel tank shall have a minimum diesel fuel equivalent of 38 gallons.
- 30.8 The sweeper shall come equipped with a CNG fuel transfer system. This system shall allow the vehicle to fuel other CNG equipped vehicles.
  - 30.8.1 A fuel transfer hose of no less than 25' shall be provided
- 30.8 The engine warranty shall be for parts and labor and will be a non-declining type 100% for five (5) years from date of vehicle in service.
- 30.9 The engine shall be equipped with a coolant recovery bottle with a closed pressurized system.

### **31. DRIVE SYSTEM**

- 31.1 Hydrostatic transmission consisting of variable displacement pump with separate variable displacement drive motors. Power shall be evenly distributed through planetary torque hubs. Single foot pedal for forward/reverse control without clutch and shifting. Dynamic braking, broom speed independent of vehicle speed or direction.
- 31.2 Two-speed differential axle, oil clutch broom engagement with gear and chain drive, with shear pin protection
- 31.3 The transmission shall be protected by a 10 micron filter with a cab mounted restriction indicator.

### **32. ELECTRICAL SYSTEM**

- 32.1 Alternator, unitized 120 amp
- 32.2 Battery, 12-volt system, group 31, 925 CCA.
- 32.3 LIGHTS
  - 32.3.1 Sealed beam headlamps

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- 32.3.2 Combination stop and tail lights, L.E.D.
- 32.3.3 Adjustable side broom spotlights
- 32.3.4 All electrical connections must be crimped and soldered, completely insulated with heat shrink tubing.
- 32.3.5 Directional signals with hazard switch, L.E.D.
- 32.3.6 Heavy duty electronic back-up alarm - Star model 61-107, 12 volt
- 32.3.7 All wiring must be color coded.
- 32.3.8 Double flash strobe light with light guard - Star model 255 HTC. Light will function at all times when machine is in operation.
- 32.3.9 There will be a push button for engagement of the starter, and it will be wired through the key switch.
- 32.3.10 Two alternating self-contained flashing amber L.E.D. heads; Star Model LDHEF-6 mounted at the rear outermost point of the sweeper.

### **33. HYDRAULIC SYSTEM**

- 33.1 Power shall be provided by shaft and gear driven pumps.
- 33.2 Hydraulic tank shall be minimum 50 gallons baffled with sight gauge. Gauge must be in easy view for the operator.
- 33.3 Test ports for diagnostics shall be staggered. This must include individual ports for sweeping functions, hopper functions, and propulsion.
- 33.4 Tank vent will be equipped with a 10 micron spin-on filter to prevent contamination.
- 33.5 Units shall be equipped with a hydraulic cooler mounted alongside the radiator.
- 33.6 All circuits shall have quick disconnect check ports.
- 33.7 Hydraulic system must be the correct size for the unit. All functions must operate smoothly without starvation of the hydraulic pump.
- 33.8 The hydraulic system shall have the following Parker flush face quick couplers capable of attaching to the City's existing hydraulic oil filtration cart:
  - 32.8.1 FEM5O18FP female fitting to be located on bottom part of hydraulic tank
  - 32.8.2 FEM5O28FP male fitting to be located on top part of hydraulic tank
  - 32.8.3 Caps: FER5O1 and FER5O2 shall be provided for fittings and be secured with a lanyard. (Locations to be approved by City)

## **STREET SWEEPERS COMPRESSED NATURAL GAS (CNG), 3-WHEEL- HYDRAULIC**

### 34. STEERING

- 33.1 Full power hydrostatic rear steering with manual override capability
- 33.2 Spring guide wheel strut, dual rear tires.

### 35. TIRES

- 35.1 Front drive tires shall be tubeless radial tires, 11R22.5 (14 Ply Rated) mounted on disc wheels.
- 35.2 Dual rear tires shall be tubeless radial tires, 10R17.5 (16 Ply Rated) mounted on disc wheels.

### 36. WHEELS

- 36.1 Steel disc type mounted on alloy steel axle
- 36.2 Wheels shall be painted the same color as the machine.

### 37. CONVEYOR SYSTEM

- 37.1 Multiple ply reinforced polyester and rubber belt type with integrally molded cleats, and sipes splice full width steel
- 37.2 Drive - hydraulic motor chain and sprocket drive with relief valve.
- 37.3 Forward and reverse speeds shall be independent of brooms.
- 37.4 Conveyor shall carry, not drag, debris to the hopper.
- 37.5 Conveyor chain shall have a lube access hole to lubricate the chain without having to remove any panels

### 38. HOPPER

- 38.1 Volumetric capacity - 3.6 cu. yds., material volume capacity 3.5 cu. yds.
- 38.2 Hydraulically elevated and pivoted front dumping method. Dumping height - 9 ft. 6 in.; maximum extension of hopper, 33 inches.; lifting capacity 9000 lb.; hopper width 5 ft.
- 38.3 All moving parts must be greaseable without removing panels. Remote grease hose extensions are acceptable.
- 38.4 Rubber bumpers mounted on front of machine

## **STREET SWEEPERS COMPRESSED NATURAL GAS (CNG), 3-WHEEL- HYDRAULIC**

### 39. MAIN PICKUP BROOM

- 39.1 Prefab double wrap polypropylene disposable type 35 in. diameter x 68 in. long with steel reversible case
- 39.2 Raising, lowering to be done hydraulically from cab controls with spring, shock absorber snubbed suspension.
- 39.3 Manual main broom adjustment
- 39.4 Rubber dirt shoes
- 39.5 Conveyor and main broom shall automatically rise when machine is placed in reverse.

### 40. SIDE BROOM

- 40.1 Dual controls equipped with right and left side brooms, seats and operator controls, providing operation from either side of operator's compartment for sweeping in direction of traffic.
- 40.2 Brooms shall be hydraulic direct drive
- 40.3 Brooms shall be vertical digger type, 36 in. diameter, located center of sweeper behind drive wheels with variable speeds.
- 40.4 Broom down pressure shall be adjustable by operator from the cab while sweeping.

### 41. WATER SPRAY SYSTEM

- 41.1 Polyethylene constructed 220 gal. capacity
- 41.2 Twin diaphragm with run-dry capability water pump with variable flow in cab controls
- 41.3 Flusher - integral cascade hopper, conveyor wash
- 41.4 Atomizing spray nozzles adjacent to each broom
- 41.5 Exterior water filter, 100 mesh with shut-off valve on tank side
- 41.6 Water tank shall be equipped with anti-siphon/anti-pressure filler neck with air gap backflow preventer.
- 41.7 Fill hose shall be 16 ft. 8 in. with hydrant coupling matching Rochester Fire Thread, permanently mounted with storage basket.
- 41.8 Lower roller conveyor clean-out
- 41.9 Low water indicator

## **STREET SWEEPERS COMPRESSED NATURAL GAS (CNG), 3-WHEEL- HYDRAULIC**

### **42. DIMENSIONS**

- 42.1 Wheel base - 127.4 inches
- 42.2 Overall length - 16 feet, 10 inches
- 42.3 Height with cab - 9 feet, 10.5 inches
- 42.4 Width outside tires - 8 feet, 6 inches
- 42.5 Turning radius sweeping - 15 feet
- 42.6 Sweeping path:
  - 42.6.1 One side broom - 8 feet
  - 42.6.2 Two side broom - 10 feet
- 42.7 Weight - with cab two side brooms - 14,262 lb
- 42.8 Travel speed - up to 20 mph

### **43. MISCELLANEOUS**

- 43.1 All instruments, gauges, and switches shall be identified in a permanent manner such as permanently secured plastic labels, Mylar decals, labeling under glass or plastic, or epoxy lettering.
- 43.2 Caps for oil, water, fuel filler to be plainly marked by means of stamping, raised steel letters, or epoxy lettering. Caps shall be permanently secured to the filler necks with a metal chain.
- 43.3 All reflectors (6) shall be mounted in steel housings and bolt mounted. Stick-on reflectors are not acceptable.
- 43.4 Door locks and ignition locks shall be keyed alike and shall be the same for all sweepers ordered. Three (3) keys per unit
- 43.5 Cab entrance grab handles, 14" to 18" in length
- 43.6 All entrance and service steps and platforms shall be constructed of open grid (grip strut).
- 43.7 Reverse alarm which shall operate automatically when the sweeper is placed in the reverse position shall be a Star model 66-807A.
- 43.8 Slow moving vehicle emblem to be of metal type, triangle, mounted on each unit.
- 43.9 The fuel tank shall be at least 1/2 full with recommended type fuel.
- 43.10 One complete set of filters will be supplied upon delivery.

**STREET SWEEPERS COMPRESSED NATURAL GAS (CNG), 3-WHEEL- HYDRAULIC**

- 43.11 Limb guards, curb side only
- 43.12 Each body will be equipped with a rear view camera system. It shall be a 3<sup>rd</sup> Eye model mounted on the tailgate with 7.4” color monitor, to include heater, sound, night vision, high electromagnetic noise resistance and auto switcher. Monitor location shall be determined at the pilot inspection.
- 43.13 The successful bidder shall demonstrate that the machine can efficiently sweep up piles of leaves.
- 43.14 A dash-mounted low oil light and buzzer shall be provided for the hydraulic tank and the hydrostatic oil tank.
- 43.15 A dash-mounted low oil light and buzzer shall be provided for the hydraulic tank and the hydrostatic oil tank.
- 43.16 “Keep Back 100 FT.” label at the rear of the sweeper, same size font, and color and location as existing units. (See Appendix).

**44. MOBILE RADIO**

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

Channel	Display	RX-Freq	TX-Freq	RX-Squelch	TX-Squelch
1	Special Services	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	Forestry/Parks Rpt	159.390	154.980	TPL 114.8	TPL 114.8
5	Forestry/Parks	159.390	159.980	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

**45. PAINT**

- 45.1 The sweepers and all related equipment shall be painted in accordance with the paint manufacturer’s specifications as specified herein and shall be lead, chromate and isocyanate-free.

## **STREET SWEEPERS COMPRESSED NATURAL GAS (CNG), 3-WHEEL- HYDRAULIC**

- 45.2 The bodies and all the related equipment shall be coated with one or two primer coats and then two finish coats. The finished vehicle shall be free of runs, drips and/or oversprays.
- 45.3 Prior to the application of any coatings, all surfaces shall be thoroughly cleaned and conditioned to the paint manufacturer's specifications as specified herein.
- 45.4 All units shall be painted in RAL 6018 Yellow Green powder coat.
- 45.5 The primer used shall be DuPont Cronar Primer or equal. The primer shall be applied in accordance with the paint manufacturer's specifications.
- 45.6 The finish coat material shall be applied in accordance with the paint manufacturer's specifications.
- 45.7 Paint shall have a two year warranty against rust, bleed through and paint peeling.
- 45.8 Vehicle shall have an accent color of grey on the lower portions of the unit.
- 45.9 Conspicuity striping shall run down full length of both sides front and rear of body. This tape must comply with D.O.T. and NHSTA standards.

## **46. MANUALS**

- 46.1 The successful bidder shall supply the following manuals in either a hard copy or disk format or a combination of both.
  - 46.1.1 Four (4) factory shop manuals, including engine and drive unit
  - 46.1.2 Two (2) parts manuals
  - 46.1.3 Four (4) schematic drawings of complete electrical wiring system, if not included in the service manuals.
  - 46.1.4 Two (2) lubrication charts
  - 46.1.5 Six (6) operator manuals
  - 46.1.6 Two (2) flat rate repair manuals
  - 46.1.7 CD is acceptable.
- 46.2 This data to be supplied at the time of the delivery of the vehicles to the City of Rochester.
- 46.3 The contractor shall also furnish any and all bulletins, modification notices, service letters, and related addenda throughout the life of the equipment being furnished under this contract. This data shall be sent to the City of Rochester, Motor Equipment Division, 945 Mt. Read Blvd., Bldg 100, Rochester, NY 14606, Attention: Fleet Manager.

## **STREET SWEEPERS COMPRESSED NATURAL GAS (CNG), 3-WHEEL- HYDRAULIC**

### 47. 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. These data shall be furnished for each vehicle at the time of delivery of the equipment covered in this contract.

### 48. TRAINING

48.1 The contractor shall provide the services of qualified factory technician(s) for a period of not less than four (4) 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 two (2) days for in-depth preventative maintenance and review of the proper usage of parts and service manuals. Training shall be for two shifts of City technicians.

48.2 These services shall be provided at a time designated by the City. The contractor shall be so advised by the City ten (10) days prior thereto.

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

48.4 SPECIAL NOTE:

The contractor shall provide training materials including, but not limited to, a DVD, Power Point, etc. to the City prior to training and whenever possible prior to delivery of the equipment.

### 49. ADVERTISING

Except for inconspicuous identification plates, serial number plates, precautionary instruction plates, etc., no name, trade mark, decal or other identification, other than that of the manufacturer, shall be applied to the vehicle. IDENTIFICATION OF 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 OF REMOVAL OF SUCH ADVERTISING WILL BE DEDUCTED FROM CONTRACTOR'S OUTSTANDING INVOICE.

### 50. 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.

### 51. REJECTION OF BIDS

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

**STREET SWEEPERS COMPRESSED NATURAL GAS (CNG), 3-WHEEL- HYDRAULIC**

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

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

52 TRADE-IN

The City shall trade one (1) Elgin Sweepers as follows:

52.1 Pelican P  
City Fleet: #066012  
Hours: 4,390  
Miles: 22,525

53. TO INSPECT MACHINES

Bidders may contact Gary O'Donnell 585.428.6343, to schedule machine inspections.

54. PRE- IN-SERVICE PREPARATION

New vehicle preparation will be completed by the vendor before placing these units in service. The preparation will include, but not be limited to: lubrication, engine condition, wiring and lighting check, hydraulic system check, wash, cab and body conditioning, and all other checks and adjustments required for proper complete servicing of a new vehicle.

55. REJECTION OF BIDS

55.1 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.

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

55.3 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.

**STREET SWEEPERS COMPRESSED NATURAL GAS (CNG), 3-WHEEL- HYDRAULIC**

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.

**PURCHASE CONTRACT PROPOSAL**

**STREET SWEEPERS, HYDRAULIC CNG , 3-WHEEL-HYDRAULIC** in accordance with the furnished specifications and provisions.

No.1 Net Delivered Unit Price (In Figures):\$ \_\_\_\_\_  
Each

No.2 LESS One (1) Trade-In (In Figures):\$ \_\_\_\_\_

\$ \_\_\_\_\_

**NET DELIVERED TOTAL BID PRICE (\$UBTRACT No.1 MINUS No.2)**

(Total Bid Price In words) \_\_\_\_\_

Make and Model #: \_\_\_\_\_

DELIVERY DATE - (CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER): \_\_\_\_\_

CURRENT PARTS STOCK LEVEL FOR SWEEPER BEING BID: \$ \_\_\_\_\_

ADDRESS WHERE PARTS CAN BE OBTAINED OTHER THAN THIS BIDDER:

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Typed Name of Company  
(Continued through Page 33)

**STREET SWEEPERS COMPRESSED NATURAL GAS (CNG), 3-WHEEL- HYDRAULIC**

PROPOSAL- continued

OPTIONAL EQUIPMENT & TRAINING

The optional equipment shall be bid as a separate item and will not be considered as part of the base bid price.

The City reserves the right to purchase all, part of, or none of the optional equipment bid herein, throughout the term of the Contract.

Bidders must bid on all of the optional equipment listed herein. Failure to bid on all of the options may result in rejection of bid.

**OPTION #1**

Mechanical Training

Two (2) day, in-depth training classes for two (2) mechanics at the factory. Price to include classes, air fare from Rochester, room and board. Date and times shall be arranged by mutual consent on or about the final production dates.

Total for two (2) \$ \_\_\_\_\_

**OPTION #2**

Mechanically driven main and side drums

A. Cost to City: Additional Cost Per Unit of \$ \_\_\_\_\_/per unit

- or -

B. Cost to City: Deduct Cost Per Unit of \$ \_\_\_\_\_/per unit

**NOTE: Under Option #2, Bidder must make only one (1) selection. Either A or B, not both.**

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

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

\_\_\_\_\_  
Typed Name of Company  
(Continued through Page 33)



**STREET SWEEPERS COMPRESSED NATURAL GAS (CNG), 3-WHEEL- HYDRAULIC**

P R O P O S A L - c o n t i n u e d

**SERVICE TERM CONTRACT PROPOSAL**

**PERCENTAGE DISCOUNT OFF PARTS FOR STREET SWEEPERS CNG, 3-WHEEL- HYDRAULIC:**

**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 33)

**STREET SWEEPERS COMPRESSED NATURAL GAS (CNG), 3-WHEEL- HYDRAULIC**

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

SWEEPER: MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

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

HORSEPOWER \_\_\_\_\_

BLOWER: TYPE \_\_\_\_\_

HOPPER: CAPACITY \_\_\_\_\_

GENERAL: SWEEPING WIDTH, MAIN BROOM \_\_\_\_\_

SWEEPING WIDTH, INC. TWIN GUTTER BROOMS \_\_\_\_\_

WEIGHT OF SWEEPER, INSTALLED \_\_\_\_\_

ADDRESS WHERE SWEEPER IS MANUFACTURED: \_\_\_\_\_

LOCATION OF PARTS AND SERVICE FACILITY:

STREET AND NO. \_\_\_\_\_

CITY AND STATE \_\_\_\_\_

NON-OFFICIAL SPEC  
DO NOT USE

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

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

\_\_\_\_\_  
Typed Name of Company  
(Continued through Page 33)

**STREET SWEEPERS COMPRESSED NATURAL GAS (CNG), 3-WHEEL- HYDRAULIC**

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

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

YEAR \_\_\_\_\_ CHASSIS WEIGHT \_\_\_\_\_ LBS.

GENERAL DIMENSIONS: WHEELBASE \_\_\_\_\_ IN.

OVERALL WIDTH \_\_\_\_\_ IN.

FRAME HEIGHT \_\_\_\_\_ IN.

LENGTH \_\_\_\_\_ IN.

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

NET S.A.E. BRAKE HORSEPOWER \_\_\_\_\_ AT \_\_\_\_\_ RPM

NUMBER OF CYLINDERS \_\_\_\_\_

LUBE SYSTEM OIL CAPACITY \_\_\_\_\_.

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

FLUID TYPE \_\_\_\_\_ CAPACITY \_\_\_\_\_ QT.

DRIVE LINE: MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

AIR CLEANER: MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

TYPE \_\_\_\_\_

COOLING SYSTEM: CAPACITY OF ENTIRE SYSTEM \_\_\_\_\_ QT.

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

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

ALTERNATOR: MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

CAPACITY RATING \_\_\_\_\_

\_\_\_\_\_  
Authorized Signer

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

\_\_\_\_\_  
Typed Name of Company  
(Continued through Page 33)

**STREET SWEEPERS COMPRESSED NATURAL GAS (CNG), 3-WHEEL- HYDRAULIC**

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

BATTERY: VOLTAGE \_\_\_\_\_ AMP HRS. \_\_\_\_\_

GROUP \_\_\_\_\_ MAKE \_\_\_\_\_

STEERING: TYPE \_\_\_\_\_

MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

RATIO \_\_\_\_\_

CAPACITY \_\_\_\_\_ LB.

TURNING RADIUS \_\_\_\_\_

BRAKES: SERVICE BRAKE, FRONT - MAKE \_\_\_\_\_

TYPE \_\_\_\_\_

SIZE \_\_\_\_\_

LINING AREA \_\_\_\_\_

SERVICE BRAKE, REAR - MAKE \_\_\_\_\_

TYPE \_\_\_\_\_

SIZE \_\_\_\_\_

LINING AREA \_\_\_\_\_

PARKING BRAKE, - MAKE \_\_\_\_\_

TYPE \_\_\_\_\_

SIZE \_\_\_\_\_

LOCATION \_\_\_\_\_

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

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

\_\_\_\_\_  
Typed Name of Company  
(Continued through Page 33)

**STREET SWEEPERS COMPRESSED NATURAL GAS (CNG), 3-WHEEL- HYDRAULIC**

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

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

FRONT AXLE: MAKE \_\_\_\_\_ MODEL \_\_\_\_\_  
CAPACITY, AT GROUND \_\_\_\_\_ LB.

REAR AXLE: MAKE \_\_\_\_\_ MODEL \_\_\_\_\_  
TYPE \_\_\_\_\_  
CAPACITY, AT GROUND \_\_\_\_\_ LB.

TIRES: FRONT - MAKE \_\_\_\_\_ TYPE \_\_\_\_\_  
MATERIAL \_\_\_\_\_  
SIZE \_\_\_\_\_  
REAR - MAKE \_\_\_\_\_ TYPE \_\_\_\_\_  
MATERIAL \_\_\_\_\_  
SIZE \_\_\_\_\_

FUEL TANK: CAPACITY \_\_\_\_\_ LB.  
LOCATION \_\_\_\_\_

CLASS CODE: APWA 10 DIGIT CLASS CODE \_\_\_\_\_  
(Can be found at [www.APWA.net](http://www.APWA.net))

LIGHTS L.E.D. Make \_\_\_\_\_ Model \_\_\_\_\_  
Warranty \_\_\_\_\_

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

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

\_\_\_\_\_  
Typed Name of Company  
(Continued through Page 33)

**STREET SWEEPERS COMPRESSED NATURAL GAS (CNG), 3-WHEEL- HYDRAULIC**

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

WARRANTY INFORMATION:

COMPLETE UNIT Years \_\_\_\_\_ Miles \_\_\_\_\_ Hours \_\_\_\_\_

ENGINE Years \_\_\_\_\_ Miles \_\_\_\_\_ Hours \_\_\_\_\_

DRIVE UNIT Years \_\_\_\_\_ Miles \_\_\_\_\_ Hours \_\_\_\_\_

PAINT Years \_\_\_\_\_ Miles \_\_\_\_\_ Hours \_\_\_\_\_

LIGHTING Years \_\_\_\_\_ Miles \_\_\_\_\_ Hours \_\_\_\_\_

HYDRAULIC SYSTEM Years \_\_\_\_\_ Miles \_\_\_\_\_ Hours \_\_\_\_\_

All of the above shall be per in-service date determined by the City.

NON-OFFICIAL SPEC  
DO NOT USE

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

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

\_\_\_\_\_  
Typed Name of Company  
(Continued through Page 33)



**STREET SWEEPERS COMPRESSED NATURAL GAS (CNG), 3-WHEEL- HYDRAULIC**

PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

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

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

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

\_\_\_\_\_  
Telephone No./Fax No./Cell No. 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.: **400600** Contract Term: **6 MONTH TERM:**  
\_\_\_\_\_

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

\_\_\_\_\_  
Date

# 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)

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City of Rochester

Bureau of Purchasing

Department of Finance

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

### CONDITIONS OF BIDDING

1. **Proposal Forms:** Bids shall be submitted only on the forms provided by the City. The bidder shall retain one copy for his files and submit two (2) copies signed and sealed in the envelope provided by the City for that purpose. When using an envelope other than the one provided by the City, the following required information must be entered in the lower left corner on the face of the envelope: Bid Number, Bid Title, Bid Open Date and Time, and Submitted By. The envelope must be mailed or hand delivered to the Office of the Purchasing Agent, City Hall, Room 105A, 30 Church St., Rochester, NY 14614.
2. **Late Bids:** Formal bids, amendments thereto, or requests for withdrawal of bids received by the City after time specified for bid opening will not be considered.
3. **Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the City prior to the specified time of opening.
4. **Mailing of Bids:** Bids which are to be publicly opened will have attached a special mailing envelope which must be used by bidders in presenting such bids. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used. Bids not received in the actual office of the Purchasing Agent at the time established for bid opening will not be considered, even if mailed earlier.
5. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid.
6. **Bids Binding 45 Days:** Unless otherwise specified, all formal bids submitted shall be binding for forty-five (45) days following bid opening date unless the bidder(s), upon request of the Purchasing Agent, agrees to an extension.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
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.