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PRINTED NAME OF BIDDER

**RESIDENTIAL ROADWAY SNOWPLOWING, 2013-2014 SEASON (THIRD ROUND)**

Invitation to Bid No. 401040 Issued: October 16, 2013

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

BID OPENING: Wednesday, October 23, 2013 at 11:00 a.m.

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

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

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

Type of Contract: TERM, ONE YEAR, WITH OPTION TO EXTEND

Bid Deposit Requirement: \$1,000. PER ROUTE TIMES MAXIMUM NUMBER OF ROUTES,  
PER SECTION 1 OF PROPOSAL PAGE

Performance Security Requirement: \$1,000 PER ROUTE

Insurance Requirement: **YES, PER SECTION 14. INSURANCE POLICIES MUST BE IN EFFECT AT LEAST FROM OCTOBER 24 THROUGH APRIL 24 OF THE FOLLOWING YEAR.**

Samples Requirement: NONE

Descriptive Literature/Technical Data Requirement: NONE

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



1. SCOPE

- 1.1 It is the intention of the City of Rochester to enter into contracts with competent and responsive contractors for plowing the City of Rochester's residential roadways in the manner described herein.
- 1.2 Contractors proposing their services under this contract must supply one (1) well-maintained truck with a City-approved Hydrotorn plow, or a front end loader, in excellent operating condition that meets the equipment specification, plus an operator, for each route awarded (see Sections 9 and 10). All equipment intended for use in snowplowing City streets and alleys will be subject to passing the Dry Run inspection on October 26, 2013.
- 1.3 Overall, the plowing service can be described as follows:
- 1.3.1 The contractor will be paid the amount bid for each route, upon satisfactory completion of the route. To be considered completed, all streets shown on the maps must be plowed to the satisfaction of the City's route inspector.
- 1.3.2 The specific streets for each route are shown in Appendix "A" attached to these specifications. Each route requires the contractor to plow approximately six (6) centerline street miles. The City expects the contractor to follow the Street By Street Directions given for each route (Appendix A). The approximate distance in miles shown in the Street By Street Directions is the total estimated distance that will be driven in order to plow the six (6) centerline miles by following the City's Route Directions. The City reserves the right to increase or decrease the size of the route in centerline miles as shown on each map by up to five (5%) percent while still paying the price bid per route.
- 1.3.3 The City reserves the right to treat each route independently and to order service on one or more routes at any given time.
- 1.4 In consideration of the need to reserve equipment to meet the needs of this contract, the City will guarantee a minimum payment of \$5,000 per route to the contractor during this contract if the contractor fully performs the services of this contract as specified herein to the satisfaction of the City.

2. TERM OF CONTRACT

- 2.1 The term of the contract will be for one season, commencing on the date of the award and expiring on June 30, 2014, with the option to extend for up to two (2) additional seasons, starting on or about October 1 of each season and ending on June 30 of the extension period.
- 2.2 If a contract is extended the prices for each route shall be adjusted annually per the consumer price index (CPI) and will be established as of the date of the contract extension. The City will determine the price adjustment and will notify each contractor at the time of contract extension.

- 2.3 The City reserves the right to extend a contract for one (1) additional season (not to exceed a total of three (3) seasons past the initial contract), for any route for which a ten wheel dump truck is being used for that route.
- 2.4 The City reserves the right to extend a contract for two (2) additional seasons (not to exceed a total of four (4) seasons past the initial contract), for any route for which a front end loader is being used for that route.

### 3. METHOD OF AWARD

- 3.1 The City will award Roadway Routes to contractors with six-wheel trucks, ten-wheel trucks, backhoe-loaders and front-end loaders meeting the specifications. The City is seeking to have as many of its routes plowed with ten-wheel trucks, and front-end loaders as possible. For that reason, the City will pay up to a 10% premium for a 10 wheel truck and up to a 25% premium for a front end loader.
- 3.2 Award will be made on a route-by-route basis to the lowest responsive and responsible bidder based upon the City's calculation of low bid, which will include the following factors:
  - 3.2.1 The City will calculate the actual lowest bid per route after factoring in the incentive premiums for heavier equipment described in Section 3.1. Example: If two bids are received for Route 1, one bid (Bid A) is for a six wheel dump truck that meets the specifications and one bid (Bid B) is for a front end loader, if Bid B is 1.25 times or less than Bid A, Bid B will be the lowest calculated bid for that route.
  - 3.2.2 A bidder will be awarded no more routes than the limit he/she specifies in the proposal,
  - 3.2.3 If a bidder is low on more routes than the amount of the bid security (per Section 1 of the Proposal), the Commissioner of Environmental Services will make the selection of which routes to be awarded, in the best interests of the City.
- 3.3 **A bidder may only submit a bid for ONE (1) type of equipment per route. For example, a bidder may not bid both a six wheel truck and a ten wheel truck for the same route. The Bidder could bid a six wheel truck on one route and a ten wheel truck on another route. Bidders who bid multiple pieces of equipment on the same route will be rejected.**
- 3.4 The City reserves the right to reject any individual bid by route or in total, if the price bid is deemed excessive.
- 3.5 At the discretion of the Purchasing Agent, the City reserves the right to reject any or all bids, or to reject any or all bids for any route, or to reject a bid for one or more specific routes and otherwise limit awards subject to Section 4.

4. REJECTION OF PROPOSALS AND LIMIT OF AWARDS

- 4.1 Because the quality of snowplowing services directly impacts public safety, the City of Rochester and the bidder acknowledge the importance of obtaining quality service under the terms of this contract. Therefore, the City may limit the number of routes awarded to any contractor, or reject any proposal for the following reasons:
- 4.1.1 A history of inadequate or substandard performance on snowplowing or other contracts of a similar nature and/or has a history of failing to meet the City's request for service.
  - 4.1.2 Equipment that does not comply with New York State inspection laws.
  - 4.1.3 Equipment that may pose a hazard due to the structural integrity.
  - 4.1.4 Equipment that has a history of failing to meet the City's requests for service.
  - 4.1.5 Financial instability of the contractor or principals of the company
  - 4.1.6 Contractor is in violation of any Federal, State or local law, code, etc.
- 4.2 The decision to limit the number of routes will be made by the Commission of Environmental Services prior to award. The Purchasing Agent will notify the contractor in writing that such a determination has been made. The contractor will have five (5) days after receipt of the determination to appeal to the Finance Director. Based upon information supplied at the Appeal, the Finance Director will issue a final determination on award of the route(s) in question.
- 4.3 If the contractor is not awarded all the routes for which he or she is low bid, the Commissioner of Environmental Services will recommend to the Purchasing Agent which routes should be awarded to that contractor. The contractor must accept awards on those routes. The City will return the bid security for any other routes bid. For example, if a contractor fails to provide a vehicle which passes the City inspection, the Commissioner will determine which route will be forfeited. The remaining vehicles which pass inspection (if applicable) must be reassigned to the remaining routes (if any) awarded to the contractor.
- 4.4 By submitting a bid, the bidder accepts the responsibility for proving the ability to meet the contract requirements and acknowledges the process described above and the Commissioner's right to decide without further appeal beyond that set forth in Section 4.2.
- 4.5 The City further reserves the right to limit the number of routes awarded to any one contractor in order to insure that enough different contractors are utilized to give the City the flexibility required to meet its needs.

5. DISQUALIFICATION FROM REBID

A bidder who fails to make submissions as required by this bid document will not be eligible to bid on this or any other snowplowing bid offering for the current season.

6. RESPONSIBILITIES OF THE CONTRACTOR

6.1 To fulfill the requirements of this contract, the contractor must provide equipment and operators as specified herein to properly plow the City's streets and alleyways upon request. To help insure that a contractor can carry out this responsibility, the City sets forth the following specific responsibilities which the contractor accepts as conditions of this contract. The list provided below is not intended to be all-inclusive of the items required to perform this contract properly, but to emphasize essential requirements.

6.2 RESPONSIBILITIES DURING BID/AWARD PROCESS

The contractor accepts responsibility for the following according to instructions from the Purchasing Agent:

6.2.1 Become completely familiar with the bid documents.

6.2.2 Submit a properly completed bid, which includes the telephone numbers to be used during the contract season. Submitting a bid obligates a bidder to provide one (1) vehicle with a qualified operator per route awarded.

6.2.3 Submit with the Proposal, bid security of \$1,000 per route, which will be converted to a performance security upon contract award. The security can be in the form of cash, certified or bank check, or irrevocable letter of credit. If a letter of credit is used, the language must indicate that it is to be used as bid security which then converts to performance security upon contract award, and is valid for the term of the contract.

Personal checks or uncertified checks will result in rejection of the bid.

6.2.4 Prior to award, submission of evidence satisfactory to the Purchasing Agent and/or the Commissioner of Environmental Services that the contractor can fulfill the requirements of this contract for each route awarded. Such evidence may include, but may not be limited to:

A. The size and condition of the contractor's facilities, including all relevant equipment as outlined in Section 6.4. The contractor must bring in for inspection the equipment he or she intends to use for the contract, if requested by the City. Failure to do so will result in forfeiture of the bid security and possible rejection of the bid.

- B. Satisfactory completion of contracts similar in size and nature. Satisfactory performance must, upon request of the City, be confirmed by at least three (3) references.
- C. Any documentation requested by the City must be submitted within three (3) days of request or the City may reject the bid and retain the bid security.

6.2.5 Submit at least one (1) cellular telephone number as specified in Section 6. At least one (1) but no more than three (3) telephone numbers must be provided with the bid.

### 6.3 RESPONSIBILITIES FOR VEHICLE INSPECTIONS

6.3.1 The contractor accepts full responsibility to provide one (1) vehicle per route awarded to be inspected at the City's Street Maintenance Facility, 945 Mt. Read Boulevard, Rochester, NY 14606, at the time so designated.

6.3.2 Any contractor who wishes to have their equipment inspected prior to the Dry Run or is directed to by the commissioner or his designee may do so by contacting the Street Maintenance office at (585) 428-7479. This will be considered preparation for the Dry Run and will not preclude participation in the actual Dry Run as scheduled by the City.

6.3.3 By submitting a bid, the contractor agrees to repair any defects to equipment within the time frame specified by the City.

6.3.4 The contractor may not bring the vehicle to the Street Maintenance office for the Dry Run inspection until the Purchasing Agent has issued an authorization.

### 6.4 CONTRACTOR EQUIPMENT/VEHICLE STORAGE FACILITIES

6.4.1 The contractor must own or lease, for the term of this agreement, premises from which the contractor may legally operate and perform the services required under this Agreement, which shall include sufficient space for the storage of all snowplowing vehicles and equipment. In the event that the premises are leased, the contractor must provide the City proof that the lease term will extend through the term of this Agreement. In the event that the premises owned or leased by the contractor are located outside the City of Rochester, Contractor must provide proof that the contractor's operations, including the storage of snowplowing vehicles and equipment, are legally permitted on the premises.

### 6.5 SUBMISSIONS IN PREPARATION FOR DRY RUN

6.5.1 Prior to the Dry Run, the contractor must supply the items listed below to the Purchasing Agent. Upon receipt of these items as required, the Purchasing Agent will issue an authorization slip approving the contractor for participation in the Dry Run. It is entirely the contractor's responsibility

to provide the necessary documents to Purchasing to obtain the inspection authorization slip.

6.5.2 A current New York State Registration for full year or special use. A New York State Registration which is not in effect on the date specified in the Notice of Award will not be acceptable. Vehicles used as special snow vehicles must be registered for the current season by the date specified in the Notice of Award.

6.5.3 A Certificate of Insurance showing Worker's Compensation Insurance, Disability Insurance, Contractor's General Liability Insurance, and Motor Vehicle Insurance for each vehicle in the amounts stated in Section 15 of this contract.

A. City personnel cannot be utilized as liaisons between the contractor and their insurance companies. It is the responsibility of the contractor to provide adequate, timely and reliable information to their insurance companies.

B. Section 15 contains all of the information required to issue a Certificate of Insurance. The contractor should send a copy of Section 15 to their insurance company upon receipt of the Notice of Award to insure that all the insurance requirements are met.

6.5.4 The contractor must supply a fully qualified, licensed responsive driver with a C.D.L. class "B" license for their equipment. The contractor must supply the names of the drivers for each vehicle and a copy of the C.D.L. license to the Snow Office.

6.5.5 The City reserves the right to reject and disqualify any driver with a history of poor performance plowing on any City route. The City also reserves the right to prohibit any driver from plowing any route if the driver exhibits behavior which has the potential for causing danger to persons or property or could result in unacceptable performance. The contractor will be immediately notified if the City prohibits a driver from plowing, and the contractor will make a replacement driver available within sixty (60) minutes. Replacing a driver will fall under the same requirements as if the contractor's equipment fails, as set forth in Section 6.7.2.

## 6.6 RESPONSIBILITIES DURING SNOW SEASON

Between October 15 and May 15 or other dates as approved by the Commissioner of Environmental Services, the contractor must:

6.6.1 Maintain a system by which the City can contact the contractor at a specified telephone number for 24 hours, seven days a week by cellular phone. The cellular phone is mandatory equipment. The contractor must supply the cellular phone number and at least one additional telephone number to the City for this purpose.

- A. The City will make two attempts to reach the contractor at each number. However, failure of the City to reach the contractor at the specified telephone number will not relieve the contractor of the responsibility to start plowing at the designated time.
- B. The City of Rochester may issue the plowing contractor a hardwired or GPS-enabled cellular phone for any or all routes awarded. If such device is capable of communicating with the City's Snow Office, then the contractor must notify the Snow Office at the start of the run and again at the end of the run using the City issued device(s). The contractor must utilize the device(s) for each route and each run from start to finish. The contractor may use the device(s) to communicate with his/her employee on snowplow-related business, if necessary. The intention for using these devices is to track plow equipment and allow the City's Snow Office Personnel to contact the contractor and view the contractor's vehicle location via computer monitors. The contractor will be financially responsible for any lost or damage of City issued communication/GPS device(s).

6.6.2 Be prepared to start plowing each route at the time designated by the City.

- A. Under normal circumstances approximately two (2) hours between notification and start time will be allowed.
- B. Failure to start at the specified time will be cause for the City to have that route plowed with other equipment and for the contractor to be penalized.
- C. Penalties include but are not limited to a \$150 fine and loss of payment for that run. Penalties are further described in Section 13.

6.6.3 Notify the City if any equipment is out of service.

- A. If the City has been so notified prior to a call for a snow run, such notice will relieve the contractor of the \$150 penalty for failure to start the run on time. This relief may not apply after the first missed run.
- B. The contractor must notify the City when their equipment is returned to service. Equipment must be returned to service as soon as possible.
- C. The City will make alternate plans to have the snow removed from the route until the contractor notifies the Snow Office that the equipment is back in service.

6.7 RESPONSIBILITIES DURING A SNOW RUN

6.7.1 Once the City has called a snow run, the contractor must:

- A. Arrive at the designated meeting point at the designated start time. This will be, under normal circumstances, approximately two (2) hours after verbal notification by the City. However, it may be less than two (2) hours under certain conditions. One of the contractor's most important responsibilities is to be responsive to the City's calls for service.
- B. Arrive with the vehicle in excellent condition, prepared to work, loaded with 8,000 lb. of ballast, and carrying chains; DELETE 4x4 pickup minimum ballast is 1,000 lb. Ten wheelers' minimum ballast is 20,000 lb.
- C. Wait until contact is made with the City Snow Inspector. If the City Snow Inspector has not arrived at the meeting point within fifteen minutes of the designated start time, the contractor may notify the Snow Office that the equipment has arrived at the starting point and is ready to go. The contractor may start the route only after authorization by the Snow Office.
- D. Obtain authorization to proceed, whether by meeting the Snow Inspector or by contacting the Snow Office. Failure to obtain authorization to proceed will cause the City to assume that the contractor's equipment did not show up. This may result in the City having the route plowed with other equipment and the contractor incurring penalties.
- E. Plow in the designated sequence as shown in the sequence listing and on the route map. Failure to plow in the designated sequence resulting in the inability of the Snow Inspector to easily find the contractor's equipment, may cause the City to presume that the run was not started. The City may then have the route plowed with other equipment subjecting the contractor to penalties for not starting a run on time.
- F. Plow to the standards set forth in Section 11.
  1. If for any reason a street cannot be plowed, the driver will notify the inspector during the plow run. The driver must also include this information on the Drivers Problem Sheet specifying the street name and the reason for which this, or any other, streets could not be plowed.

- G. Meet the City snow inspector and receive sign-off for completion prior to leaving the route.
  - 1. The contractor's driver must also sign the report.
  - 2. If the inspector is not present when the route is completed, the driver must notify the Snow Office that the route is completed.
    - a. The driver, unless instructed otherwise by the Snow Office, must stay at the designated location for the sign-off.
    - b. The City will make every effort to have an inspector arrive at the sign-off location within thirty (30) minutes.
    - c. If the inspector or supervisor has not met the driver within forty-five (45) minutes of the call to the Snow Office, the driver should call the Snow Office and will then be released. Failure to obtain sign-off by the inspector may lead to forfeiture of payment for that route.
- H. If defects in plowing are discovered following sign-off, the contractor may be called back up to six hours after completion to correct the defects.
- I. In case of back-to-back runs, the driver must obtain sign-off for completion of the first run as set forth in Section 6.6.1.G before starting the next run.

6.7.2 If a contractor's equipment breaks down during a run or an accident has occurred, he or she must immediately notify the Snow Office and put the equipment back in operation within sixty (60) minutes. If it is not back in operation within sixty (60) minutes, the City may take over completion of the route. If this occurs, the contractor will be paid only for that portion of the route satisfactorily completed, which the City's snow inspector has documented on the inspector's report.

6.7.3 A route will not be satisfactorily completed unless it meets the standards set forth in Section 11, as witnessed and acknowledged by the City's snow inspector at the final sign-off for the run. If there are portions of the route which were not satisfactorily plowed, the contractor must correct the problems immediately upon notification by the snow inspector.

#### 6.7.4 DRY RUN

The City reserves the right to schedule one dry run on a Saturday between October 15 and November 15, between the hours of 7:00 AM through 11:00 AM.

- A. The Dry Run for 2013 will be held Saturday, October 26, 2013 unless notified otherwise.
- B. The purpose of this run will be to give the Director of Operations the chance to inspect all vehicles and drivers in plow-ready condition, and for the 2013 Dry Run (and, where necessary, future extensions) to have the contractors actually drive the new routes to familiarize themselves with the changes made for the 2013-14 winter season.
- C. When this run is called, the contractor will have the truck, with the expected route driver for each route, report to the Operations Center, 945 Mt. Read Boulevard, at the time specified by the City.
- D. Trucks will be released once inspected. The inspection is expected to take approximately one to two hours. For the 2013 Dry Run, the truck or front end loader will also be driven by the contractor through the assigned route. Driving through the route will take approximately one to two hours.
- E. Contractors cited for having equipment defects will be given, in writing at the Dry Run, a date by which the defect(s) must be corrected.
- F. The remedy for neglect in correcting any equipment defect will range from a fine to contract cancellation for that route. The remedy will be determined by the Commissioner of Environmental Services, whose decision will be final.
- G. The City will pay a flat rate fee of one hundred dollars (\$100) per vehicle for this run. For the 2013 Dry Run, and for any route drive through required in future years, the City will pay a flat rate fee of four hundred dollars (\$400) per route.
  - 1. The flat rate fee will be paid only if all requirements of 6.7.4 are met on the day of the Dry Run inspection.
  - 2. Failure to show up for the Dry Run or failure to meet all requirements of 6.7.4 will be considered as a failure to start on time for a regular plow run and will result in penalties as set forth in Sections 6.6.2 and 13.
  - 3. The flat rate fee of \$100 (\$400 per dry run route drive through) is not to be considered as an addition to the guaranteed cash flow. It will be deducted from the cash flow guarantee in the same way that a normal run will be.

6.8 HOURLY WORK DURING A SEVERE SNOW EMERGENCY OR OTHER USE

- 6.8.1 The contractor must guarantee availability of their equipment and drivers for use by the City on a per hour basis.

6.8.2 Per hour work will be delegated to the contractor for services on their own routes, the routes of other contractors, or in any manner required at the sole discretion of the Director of Operations or his authorized representative.

6.8.3 Hourly Work

- A. When the City calls a contractor for hourly work on their own route, the hourly rate will be determined by dividing the price per trip by five (5) for that route.
- B. When a contractor is called for hourly work on a route other than their contracted routes, the hourly rate paid will be the same hourly rate of that equipment's own contracted route.

6.8.4 Plowing at the hourly rate will be subject to all terms and conditions of this contract.

6.9 PARTIAL RUN (60% payment)

6.9.1 The contractor guarantees availability of their equipment and drivers for use on a partial run where 60% of the contracted price is paid.

6.9.2 A partial run is defined as when the Commissioner of Environmental Services or his designee determines that snow along the curbs must be plowed. The contractor will be responsible for plowing all snow along the curb lines including any locations where vehicles have moved.

6.9.3 All requirements of section 11.5 apply for a partial run except for sections 11.5.1 and 11.5.7

6.10 PREPARATIONS FOR PAYMENTS

6.10.1 To receive payment for a snow run (including the Dry Run), or a cash flow guarantee, the contractor must submit a completed invoice to the Director of Operations.

6.10.2 The City will not pay for any run or partial run which has not been authorized by the appropriate City officials and signed off as complete by the City's snow inspector for each route. The Director of Operations will calculate partial payments on a pro-rated basis.

6.10.3 The cash flow guarantee will be billable on the following schedule:

- A. \$1, 400 upon satisfactory completion of the Dry Run

Satisfactory completion of the dry run means satisfying all of the requirements set forth in 6.7.4 on the day of the Dry Run.

- B. \$1, 400 on December 15

- C. \$1,400 on January 15
- D. Whatever balance is required to total a minimum payment of \$5,000 for the season will be billed at the end of the season.
- E. The City will retain the cost of one (1) trip from the amount owed to the contractor at the end of the season until the contractor repairs all damages.

6.10.4 Contractors should submit Invoices for the cash flow guarantees, on the dates specified in Section 6.10.3, or for the amount actually earned, if that exceeds the cash flow guarantee schedule.

- A. The City will adjust any bills to reflect cash flow guarantees or bills for services paid to date.
- B. For example, if the contractor has billed for and/or has been paid \$4,200 by January 10, the City will not pay a cash flow guarantee of \$1,400 on January 15, since the contractor will have already earned and billed for \$4,200 by that date.

6.10.5 The minimum cash flow guarantee will be reduced by any amount for which the contractor has been penalized for nonperformance.

- A. For example, as of December 15 the contractor can expect to be owed at least \$2,800, which represents the first two cash flow payments. However, if the contractor has missed a trip and has been assessed the \$150 penalty, the cash flow guarantee will be \$2,800 minus the trip price less \$150.

6.10.6 The cash flow guarantee does not represent an amount to be paid beyond payment for services actually rendered. It is intended solely to insure that the contractor receives at least \$5,000 (minus any penalties if incurred) in one snowplowing season.

#### 6.11 NON-DISCRIMINATION

The bidder agrees, as required by the Labor Law of the State of New York and ordinances of the City of Rochester:

- 6.11.1 To hire employees without regard to age, race, creed, color, national origin, sex, sexual orientation, disability or marital status.
- 6.11.2 That he, and any person on his behalf, will not in any manner discriminate against or intimidate any employee hired for the performance of work under this contract due to age, race, creed, color, national origin, sex, sexual orientation, disability or marital status.
- 6.11.3 That this contract may be canceled or terminated by the City, and all monies due or to become due hereunder may be forfeited for a second

day or any subsequent violation of the terms or conditions of Sections 6.10.1 and 6.10.2.

## 6.12 RESPONSIBILITIES FOR DAMAGES

6.12.1 The contractor is liable for damages done to sod, shrubbery, trees and structures which he or she caused while plowing under this contract. The contractor must repair all damage for which he or she is liable as determined by the Director of Operations.

- A. All damage covered by claims filed on or before April 1 must be repaired by the contractor by April 15.
- B. All repairs for which claims are filed after April 1 must be completed by the contractor within fifteen (15) days of notification.

6.12.2 Damages to windows, trap doors and other items which cause a safety hazard must have temporary repairs made immediately and permanent repairs within forty-eight (48) hours of notification. Temporary repairs include making the damage area safe using metal plates, plywood, barricades and/or flashing hazard lights as determined by the senior snow inspector. If repairs cannot be made immediately it is the contractor's responsibility to use whatever means necessary to safely secure the site to the satisfaction of the senior inspector. Auto accidents and/or damage to automobiles or personal property must be reported by the contractor to the Snow Office immediately.

6.12.3 After the completion of each repair, the contractor will have the property owner sign a Property Owner Release form for damages. The contractor will submit this release of liability to the City's Snow Office or show adequate proof, acceptable to the City, that said damages have been repaired. The release or proof of repair must be submitted by the time shown in Sections 6.12.1 and 6.12.2. For automobile repairs, the contractor must supply the City with written proof that the contractor has addressed the claims.

6.12.4 If repairs are not completed satisfactorily the City will have the right to cause repairs to be made and proceed against the contractor's performance security to recover its costs, and otherwise retain amounts from the last trip owed the contractor to cover the City's costs.

6.12.5 Damage claims which are not settled within the time frame outlined will cause the City to take action against the performance security and other amounts due to the contractor.

## 6.13 RELEASE OF PERFORMANCE SECURITY UPON CONTRACT EXPIRATION

To obtain release of a performance security, the contractor must have:

- A. Repaired all damages.

- B. Obtained sign off from the Director of Operations confirming that all obligations are complete.

#### 6.14 RESPONSIBILITIES FOR COMPLETE RECORDS

The contractor must keep, and present to the City upon request, a complete log of all calls made to the City regarding performing this contract, and a complete log of the activity of his or her equipment and drivers used to meet the requirements of this contract. These records must be stored and available for use by the City for a period of one (1) year after the contract expires.

### 7. RIGHTS OF THE CITY

7.1 The City of Rochester considers its snowplowing operations to be of crucial importance in providing for the safety and well-being of all city residents. Therefore, the City reserves the right to immediately terminate any contract in whole or in part for the following violations upon the recommendation of the Commissioner of Environmental Services:

7.1.1 Contractor has directly or indirectly placed anyone in jeopardy through illegal, negligent, or insolent actions, behavior, or language. The contractor shall be held responsible for the actions of his employees while performing the services described herein.

7.1.2 Contractor has abandoned the work to be performed under this contract.

7.1.3 Contractor has assigned this contract to others without City consent.

7.1.4 Contractor has unnecessarily or unreasonably delayed any of the work to be performed under this contract.

7.1.5 Contractor has failed to furnish enough properly skilled workmen or enough equipment to perform the work.

7.1.6 Contractor has disregarded the instructions of the Commissioner of Environmental Services or his authorized representative.

7.1.7 Contractor has failed to perform properly on any route as determined by the performance rating or other performance measures.

7.1.8 Contractor has failed to repair damages properly in a timely manner.

7.1.9 Contractor has otherwise been guilty of any substantial violation of any provision of the contract.

7.2 Whenever possible, the City will give written notice of impending termination. Contract termination may result in substantial penalties, forfeiture of performance bonds, limitation of routes in future contracts, or default proceedings.

7.3 All services performed under this contract are at the direction and supervision of the Commissioner of Environmental Services and his/her authorized

representatives. The contractor shall only be paid for services authorized by the Commissioner and performed in a manner satisfactory to the Commissioner.

- 7.4 If the contractor's equipment fails, at any time, to meet the approval of the Commissioner of Environmental Services, the Commissioner will have the right to order such equipment off the job.
- 7.5 Should the Commissioner of Environmental Services or an authorized representative notify the contractor that any contractor's employee is insolent, disorderly, careless, unobservant of instructions, or in any way a detriment to the satisfactory performance of these services, such employee shall be ordered off the job at once and thereafter shall not be allowed to engage in any part of the services. The contractor must replace that employee immediately.
- 7.6 At any time during the term of the contract, the Commissioner of Environmental Services or his authorized representative will have the right and privilege to inspect the equipment of the contractor and such equipment shall be made available for inspection within twenty-four (24) hours after request. The equipment shall be kept and maintained by the contractor in excellent working order and ready to start immediately at all times for the duration of the contract.
- 7.7 The decision of the Commissioner of Environmental Services as to the suitability of equipment or employees shall be final.
- 7.8 The decision as to when to call a run shall rest entirely with the City. City officials will determine when conditions warrant a run. Therefore, it is not possible to predict when contractors will be called.

## 8. RESPONSIBILITIES OF THE CITY

The City acknowledges its role in fulfilling the following obligations to the best of its ability:

- 8.1 Maintain and encourage full communication with the contractor.
  - 8.1.1 The City shall inform the contractor when their equipment will be working on an hourly basis.
  - 8.1.2 The City shall inform the contractor whether a plow run is a full or partial plow run at the time of notification.
- 8.2 Inspect vehicles in a timely manner at times mutually agreed upon with the contractor.
- 8.3 Provide as much lead time as possible when calling for a run. In general, the City will give approximately a two (2) hour notification unless there is the need for back-to-back runs or immediate runs due to severe conditions.
- 8.4 Provide properly trained inspectors who are to meet the contractor's equipment during and at the completion of each run, and who are to maintain and fully complete the inspection report for each run and route. The City standard will be

to make inspectors available as soon as possible after the completion of the run for purposes of signing off.

- 8.5 Maintain a communication system around the clock during snow emergencies, and maintain a log of calls between the City and the contractor. The City dispatcher will place calls for service, coordinate inspectors, and sign off vehicles where appropriate as quickly as possible via the Snow Office.
- 8.6 Make payment within thirty (30) days of receipt of an invoice. If there is a dispute about the amount owed, the City will approve payment of the amount not in dispute within thirty (30) days and withhold the disputed amount until resolution of the dispute. However, the City will retain the final run payment until all contract provisions have been met.
- 8.7 Return performance securities within ten (10) days of approval of contract completion.
- 8.8 Guarantee a minimum payment of \$5,000 per route to the contractor during this contract period in accordance with Section 6.10.
  - 8.8.1 If disputes due to performance arise between the time of billing and the time of paying the minimum guarantees, the City reserves the right to withhold payment on the minimum.
  - 8.8.2 If a contract is terminated prior to payment of a minimum guarantee, the City reserves the right to cancel this minimum guarantee provision and withhold payment of any amounts due.
  - 8.8.3 The minimum cash flow guarantee will be reduced by any amount for which the contractor has been penalized for non-performance, as specified in Section 6.10.5.

9. EQUIPMENT SPECIFICATIONS – 6-WHEEL DUMP TRUCKS WITH PLOW

- 9.1 The equipment furnished under this contract must be in accordance with the following specifications and fully comply with any and all applicable Motor Vehicle Laws of the State of New York, including showing a valid New York State registration. Current vehicle registrations are to be submitted prior to the November Dry Run.
- 9.2 All equipment must be in excellent condition, smooth running at high rpm's, clean inside and out and under the hood, with evidence of proper maintenance and inspection.
- 9.3 The City reserves the right to reject any equipment that does not pass City-administered inspections and road tests and comply fully with this specification at any time during the term of the contract.
- 9.4 The bid price shall include the cost of furnishing the operator, insurance, repairs, operating expendables, ballast, chains, fuel, lubricants, and all other costs related to the operation of the equipment. The City will not provide ballast.

9.5 Each truck supplied must be a six-wheel dump truck or acceptable equivalent which meets all of the following items:

9.5.1 Current New York State vehicle inspection

9.5.2 Registered GVW Rating - 18,000 lb.

9.5.3 Ability to carry 1,500 lb. plow

9.5.4 Single rear axle with dual wheels

9.5.5 Wheelbase not to exceed 190" from center of front axle to center of rear axle.

9.5.6 Minimum ballast of 8,000 lb. supplied by the contractor

9.5.7 Standard equipment in excellent operating condition, such as horn, brakes, windshield wipers, lights, heater, defroster

9.5.8 One (1) set of tire chains

9.5.9 Rotary-type light with a yellow lens visible for 360 degrees around the equipment

9.6 HYDROTURN PLOW (MANDATORY)

9.6.1 The contractor's plow shall consist of hoisting equipment, push frame, "A" frame, and all equipment necessary to comprise a total plow unit.

9.6.2 The plow shall be a straight blade, ten (10) feet wide with a steel cutting edge. It shall be a minimum of thirty (30) inches high from the bottom of the cutting edge to the top of the moldboard, and shall be reversible from a thirty (30) degree angle to the left or right. The plow unit shall also have an automatic tripping device so as to protect manholes and other protrusions above the top of the pavement. The tripping device shall take an excess of 1300 lb. to activate.

9.6.3 The plow moldboard shall be completely free of cracks and holes.

9.6.4 The top of the moldboard shall have a large shackle, ring, or clevis in the center top for attachment of a 5/8 inch shackle. This piece shall be securely attached and capable of supporting the weight of the plow.

9.6.5 Minimum weight of the plow shall be 1,500 lb.

9.7 ALTERNATIVE EQUIPMENT

As an alternative for the equipment specified in Section 9.5, the City will accept an articulated four wheel drive, front end loader, as follows:

- 9.7.1 A minimum registered G.V.W. of 24,000 lb.
- 9.7.2 A plow as specified in section 9.6 with a minimum weight of 2,000 lb. and minimum height of thirty-nine (39) inches.
- 9.7.3 The contractor must be prepared to drop the plow from his loader and work the loader using a minimum two yard general purpose bucket. Bucket work will be paid on an hourly basis.
- 9.7.4 The contractor must be capable and prepared to switch from plow to bucket within 60 minutes of notification from the Snow Office.
- 9.7.5 All other contract requirements remain the same, except loaders will not be required to have tire chains and should be 1988 or newer model year.

9.8 ALTERNATIVE - FOUR WHEEL DRIVE LOADER BACKHOE

The City will also accept as an alternative for the equipment specified in Section 9.5, an articulated four wheel drive, Loader Backhoe, as follows:

- 9.8.1 A minimum weight of 13,000 lb.
- 9.8.2 A minimum Horse Power rating of 75.
- 9.8.3 A plow as specified in Section 9.6
- 9.8.4 The loader backhoe shall work with a minimum of one cubic yard bucket or larger, instead of a plow. This equipment may be used on an hourly basis when directed by the DES Commissioner (see Section 6.8).

9.9 ALTERNATIVE - HEAVY DUTY TANDEM PLOWS

On route 20, as an alternative for the equipment specified in sections 9.5 and 9.6, the City will accept a heavy duty tandem axle truck as specified:

- 9.9.1 A heavy duty tandem axle truck (10 wheel) which is capable of carrying ten tons of ballast while operating between a gross vehicle weight of 40,000 to 55,000 lb.
- 9.9.2 Minimum rating of 260 horsepower at factory specified engine speed.
- 9.9.3 Wheel base not to exceed 210 inches from the center of front axle to center of rear axle.
- 9.9.4 The plow shall be a straight blade, eleven (11) feet wide and a minimum of forty-two (42) inches deep from the bottom of the cutting edge to the top of the moldboard. It shall be reversible to a 30 degree angle to the left or the right. The plow shall have an automatic tripping device with a steel cutting edge.

10. SNOWPLOWING REQUIREMENTS

10.1 The City will furnish a route map and sequence sheet to the contractor (see Appendix A). This sequence of plowing must be adhered to unless the contractor submits a letter to the Director of Operations requesting and explaining the reason for changing the plow sequence. The request shall be granted or denied. The plowing sequence must be adhered to, as City inspectors will be checking the contractor's progress by route sequence.

10.2 The general standard for acceptable work shall be for the contractor to plow the snow to the maximum extent possible to the side of the street where cars are not parked, leaving no residual snow in the street or intersections. All streets on the map must be plowed to the satisfaction of the City's route inspectors.

10.3 THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLOWING:

10.3.1 All City streets, drives and alleys within the described boundaries of the route.

10.3.2 All turnarounds in malls on streets plowed by the contractor.

10.3.3 All Regional Transit Service bus loops within the described boundaries of the route, unless noted as being excluded from this Contract.

10.4 THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR THE FOLLOWING:

10.4.1 Any roadway within the described boundaries which has been specifically deleted from the route map.

10.4.2 Any City street outside the described boundary.

10.4.3 Any private road, street, alley, or drive within the described boundary.

10.4.4 Any City or County park drives.

10.4.5 Any service road, exit ramp, entrance ramp, main lines of the Eastern Expressway, Western Expressway, Keeler Expressway, Inner Loop, and Outer Loop.

10.4.6 Any school drives, unless noted on the boundary description sheets.

10.5 PLOWING REQUIREMENTS

10.5.1 Plow streets from the center to the curb or edge of pavement.

10.5.2 Snow from the intersections must be plowed parallel to the curbs, not perpendicular to the curbs and/or roadways, so that no snow remains in the intersection. Intersections must be curved and snow deposited on tangent sections of streets beyond curved radii. Snow must not be pushed into the intersection curb or sidewalk area.

10.5.3 Do not turn around in private drives.

10.5.4 Plow at a speed which is sufficient to move the snow, but not excessive. Generally this is approximately ten (10) miles per hour.

10.5.5 Plow with a loose hoisting chain so plow rides on casters or shoes.

10.5.6 Raise plow blade sufficiently to clear all railroad tracks and traffic signal detector pads.

10.5.7 Plow all streets the full width of pavement.

10.5.8 Do not pile snow against hydrants, street lights, or vegetation.

10.6 REPORT TO SNOW OFFICE OR INSPECTOR IMMEDIATELY:

10.6.1 If you cannot start plowing at appointed time;

10.6.2 If equipment breaks down while plowing;

10.6.3 If any street cannot be plowed and reason why;

10.6.4 If any damage is done to other vehicles or property;

10.6.5 At completion of route.

10.7 SPECIAL PLOWING REQUIREMENTS

10.7.1 Streets with malls:

Malled streets shall be plowed so that the snow is directed to the mall. All turnarounds shall be plowed.

10.7.2 One-way streets:

One-way streets shall be plowed to each curb or boundary. That is, the operator shall plow the left side of the center line of the street to the left side and plow the right side of the center line to the right side; and at no time shall the contractor's operator plow a one-way street opposing traffic. Snow shall not be plowed against legally parked cars.

10.7.3 Plowing dead-end streets and alleys:

The contractor's operator shall not push snow into the end of a dead-end street or alley. Near the end of a dead-end street or alley, he/she shall pick up the plow blade, proceed to the end of the street or alley, drop the blade and pull the snow back from the end of the street or alley far enough so that he/she can turn around and push the snow out from the end of the street or alley.

10.7.4 Blocked streets:

If a street is blocked, the contractor's operator shall make every attempt to bypass the blockage. If unable to bypass the blockage, the contractor's operator shall immediately inform the Snow Office and/or the inspector of the blockage. If the blockage is removed within a reasonable time, the contractor's operator will then plow the street.

10.7.5 Curb Radii:

The contractor must assure that the intersections and curb radii are properly cleared, with no residual snow left remaining in the street/intersection. Care must be taken not to block sidewalks.

10.7.6 Culs-de-Sac:

Special care must be taken to clean out culs-de-sac. Specific details are to be arranged with the route inspector.

10.7.7 Hydrants and Street Lights:

Snow shall not be plowed against or blocking hydrants, street lights, and vegetation.

11. PERFORMANCE RATING

- 11.1 The contractor's performance shall be rated for each trip by an inspector or supervisor using a standard performance report form. The standard form will be distributed to contractors prior to the start of the snow season to familiarize them with the method of evaluating performance.
- 11.2 Failure to perform a run and receive a satisfactory rating shall result in liquidated damages and/or penalties set forth in Section 13.

12. LIQUIDATED DAMAGES, PENALTIES, AND PROCEDURES

- 12.1 The contractor agrees that the City has the right to retain all or a portion of monies owed the contractor as liquidated damages for the contractor's failure to comply with the requirements in this contract; specifically, failure to plow as required and failure to repair all damages.
  - 12.1.1 Liquidated damages shall not exceed the City's reasonable costs of completing these contractual requirements.
  - 12.1.2 Imposition of liquidated damages will not preclude the City from seeking performance of the contract through the performance security or taking other legal recourse to recover any and all damages as a result of contractor non-performance, breach of contract or default.
- 12.2 Failure to provide the services required in this contract may lead to imposition of progressive penalties and/or liquidated damages.

- 12.3 Penalties involving fines and/or partial payments and/or limiting routes will be imposed by the Commissioner of Environmental Services and will depend on the severity of the failure, the frequency of the failure, and other circumstances.
- 12.4 The contractor will be notified in writing of any penalties imposed by the Commissioner.
- 12.5 If a penalty is imposed by the Commissioner, the contractor may appeal his/her penalty by presenting additional facts to the Commissioner. The appeal may be in person or in writing. However, a request for an appeal must be made in writing within five (5) days of the date of the Commissioner's letter notifying the contractor of the penalty. The Commissioner will schedule the appeals hearing, if requested. Failure to request an appeal within five (5) days will indicate full acceptance of the Commissioner's determination.
- 12.6 After reviewing the appeal, the Commissioner will make a final determination, which is not subject to further appeal.
- 12.7 Penalties involving a breach of contract or default will be imposed by the Purchasing Agent. Appeals of his/her decision are made through an administrative hearing, held before another City official, usually the Finance Director. The ruling of this official is the last step in the administrative appeal process.
- 12.8 Following is a list of examples of failure to perform and the range of penalties applied. The penalties are listed in order of severity, and any or all or a combination may be applied. The list of failures is not intended to be all-inclusive.

12.8.1 Failure to Complete Contract Award Requirements:

By submitting a completed bid, the contractor acknowledges responsibility for fulfilling all contract obligations, including award requirements, if awarded a route. If a contractor fails to comply with any of the requirements of Section 6, the contractor will forfeit the bid security for that route and the route will not be awarded to him/her. The contractor may also be subject to additional penalties, which may be imposed at the discretion of the Purchasing Agent. The additional penalties may include, but are not limited to, prohibiting a contractor from bidding on other routes during the term of the contract and/or suing for damages which result from the City's inability to obtain a replacement contractor at a reasonable price.

12.8.2 Failure to Complete Vehicle Inspection Requirement:

Possible Penalties:

- A. Cancellation of the contract for that route
- B. Forfeiture of performance security

12.8.3 Failure to Complete a Run:

Possible Penalties:

- A. Partial or no payment for the route
- B. Cancellation of the contract for that route
- C. Forfeiture of performance security
- D. Default of contract
- E. Fines

12.8.4 Failure to Start a Run on Time:

Possible Penalties:

- A. \$150.00 fine
- B. No payment for the route
- C. Cancellation of contract for that route
- D. Forfeiture of performance security
- E. Limit of routes in future contracts
- F. Default of contract

12.8.5 Failure to have Chains (if applicable) and/or Ballast:

Possible Penalties:

- A. \$150.00 fine
- B. No payment for the route
- C. Cancellation of contract for that route

12.8.6 Failure to Perform a Run Satisfactorily:

Possible Penalties:

- A. Partial or no payment for the route
- B. Cancellation of the contract for that route
- C. Forfeiture of performance bond for that route
- D. Default of contract

- E. Fines

12.8.7 Failure to Obtain Sign-off for a Run:

Possible Penalties:

- A. Partial or no payment for the route
- B. Cancellation of the contract for that route
- C. Forfeiture of performance bond for that route
- D. Default of contract
- E. Fines

12.8.8 Failure to Repair Damage to Sod, Trees, or Structures:

Possible Penalties:

- A. Forfeiture of performance bond
- B. Claims for damages
- C. Forfeiture of all payments due
- D. Fines

13. FINAL PAYMENT

13.1 The contractor must bill for any remaining balance by May 31 of the current contract year or be subject to the loss of all or part of his security deposit for that route.

13.2 The City will retain payment for the last trip of the year until all contractual requirements have been met.

14. INSURANCE AND BID SECURITY PERFORMANCE REQUIREMENTS

14.1 The insurance requirements for this season are as follows:

14.1.1 The contractor shall procure and maintain at his/her own expense, until final acceptance of the work covered by the contract documents, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided from insurance companies authorized to do such business in the State of New York, covering all operations under the contract documents, whether performed by him/her or his/her subcontractors.

14.1.2 Insurance policies must be in effect at least from October 15 through April 15 of the following year. **INSURANCE CERTIFICATES THAT DO NOT CONTINUOUSLY COVER THE ENTIRE PERIOD FROM OCTOBER 24 THROUGH APRIL 24 WILL NOT BE ACCEPTED.**

14.1.3 Notice of insurance or an insurance certificate must be supplied within ten (10) days notification by the City. Such notification can be issued by the City of Rochester at any time and will not be limited to the effective dates.

14.1.4 Before executing the agreement, the contractor shall furnish to the City Purchasing Agent a certificate or certificates of insurance in a form satisfactory to the City Purchasing Agent showing that he/she has complied with this Section, which certificate or certificates shall provide that the policies shall not be materially changed or canceled until ten (10) days' written notice has been given to the City Purchasing Agent. In each policy of insurance except insurance for Workers' Compensation and Disability Insurance, the City shall be named as an additional insured for liability arising under this agreement. Except for Workers' Compensation and Disability Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the project. The kinds and amounts of insurance are as follows:

A. WORKERS' COMPENSATION AND DISABILITY INSURANCE

The agreement shall be void and of no effect unless the person or corporation making or executing same shall secure, and keep insured during the life of said agreement, Compensation and Disability coverage, covering all operations under the contract, whether performed by him/her or his/her subcontractors, for the benefit of employees in compliance with the provisions of the Workers' Compensation Law.

1. Workers' Compensation Insurance

A policy covering the operations of the contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law.

2. Disability Insurance

A policy covering the operations of the contractor in accordance with the provisions of Article 9 of the Workers' Compensation Law, known as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments thereto.

14.1.5 **CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY INSURANCE** issued to the contractor and covering the liability for damages imposed by law upon the contractor with respect to all work performed by him/her under the within agreement. The Contractor's

Comprehensive General Liability Insurance shall include: Independent contractor's insurance, completed operations insurance and broad form property damage insurance. The comprehensive general liability policy shall furnish limits of not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY  
Combined Single Limit  
\$500,000

14.1.6 MOTOR VEHICLE INSURANCE issued to the contractor and covering public liability and property damage on the contractor's vehicles in the amount of:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY  
Combined Single Limit  
\$1,000,000

14.2 BID SECURITY- MUST BE SUBMITTED WITH THE BID

14.2.1 The bid security for this contract is \$1,000.00 per route multiplied by the maximum number of routes specified by the Contractor in the Proposal. The bid security must be cash, certified check, bank check, or irrevocable letter of credit payable to the City of Rochester.

14.2.2 The bid security will guarantee that a bidder will supply valid proof of ownership, certificate of insurance and a vehicle in excellent condition which conforms to this specification, according to the time frames set forth herein. Failure to provide all of these items by the time specified in the Notice of Award will result in forfeiture of the bid security and loss of contract.

14.2.3 The bid security will convert to performance security, where applicable, upon contract award and will be held by the City for the life of the contract. No further performance security will be required.

15. PERFORMANCE SECURITY

The total of \$1,000 per route Performance Security shall be held as security for the faithful performance by the contractor of all items and conditions of the contract and will be released within ten (10) days of receipt of approval of contract completion, or by June 30 of that year.

16. PREPARATION OF PROPOSAL

16.1 This package contains the proposal in which your bid is to be entered. This Proposal must be submitted, sealed, in the envelope which has been provided. By submitting a bid on this proposal, you agree to accept as a contract all terms and conditions set forth in these Roadway Snowplowing specifications.

- 16.2 Be sure to provide all information required.
- 16.3 Be sure to sign any page on which you have entered a price and include your company name.
- 16.4 Bids for routes which exceed one thousand dollars (\$1,000) are subject to rejection and may be rebid.
- 16.5 Be sure to include bid security in the amount of \$1,000 per route, multiplied by the maximum number of routes specified in Section 1 of the Proposal page. The bid security shall be rolled over and become PERFORMANCE SECURITY and will be held for the term of the contract. If a letter of credit is submitted, it must clearly indicate that it is valid for the term of this contract
- CHECKS WHICH ARE NOT CERTIFIED WILL RESULT IN BID REJECTION.
- 16.6 Be sure to write in the telephone number(s) where you may be reached during the contract period.
- 16.7 Be sure to specify the type of vehicle you are proposing by putting a check mark in the appropriate column in the Proposal.

17. 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:

- 17.1 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.
- 17.2 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.
- 17.3 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.

P R O P O S A L

INSTRUCTIONS TO BIDDERS

1. This document contains the proposal on which your bid is to be entered. This Proposal must be submitted, sealed, in the envelope which has been provided. By submitting a bid on this proposal, you agree to accept as a contract all terms and conditions set forth in these Residential Roadway Snowplowing specifications, and all contract extensions thereof.
2. Be sure to provide all information required, and sign any page on which you have entered a price.
3. Be sure to include, in the bid envelope, a \$1,000 bid/performance security for each route for which you submit a bid. The bid security must be cash, certified check, or an irrevocable letter of credit valid throughout the term of the contract. A bid bond is not acceptable. **NOTE: THE NUMBER OF ROUTES TIMES THE \$1,000.00 BID/PERFORMANCE SECURITY MUST EQUAL THE TOTAL BID SECURITY AMOUNT LISTED ON THE BID PROPOSAL. NO EXCEPTIONS.** Failure to indicate route(s) and bid/performance security as requested may result in rejection of bid proposal.
4. Be sure to write in the telephone number(s) where you may be reached during the contract period.
5. Be sure to write in the date by which you guarantee to have your equipment inspected and approved by the City, in accordance with Section 6.3.1,A (see page 6).
6. Be sure to state type of vehicle:
  - 6-Wheel Truck with Plow
  - 10-Wheel Truck with Plow
  - 24,000 lb. Front End Loader
7. Be sure to enter the maximum number of routes on which you are ready, willing, and able to provide snowplowing services in accordance with these specifications.
8. Be sure to complete Bid Proposal either typed or printed in black ink. No exceptions.

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.

**SECTION 1.**

Enter here the maximum number of routes on which you are ready, willing, and able to provide snowplowing services in accordance with these specifications. Failure to indicate route(s) and bid/performance security as requested may result in rejection of bid proposal.

MAXIMUM NUMBER OF ROUTES \_\_\_\_\_ x \$1,000 EQUALS THE

TOTAL BID SECURITY \$\_\_\_\_\_.

**(Total Bid Security enclosed equals \$1,000 x maximum number of routes the contractor is bidding.)**

The bid security will convert to performance security upon contract award and will be held by the City for the life of the contract. No further performance security will be required. The bid security may be in the form of cash, certified check, or letter of credit.

NOTE TO BIDDERS: You may bid on all or any number of routes. However, the number of routes awarded will be limited to the amount of your Total Bid Security.

**SECTION 2.**

Enter the number of routes you are capable of plowing for each type of equipment specified below:

Roadway Routes:

- A. 6-Wheel Dump \_\_\_\_\_ routes
- B. 10-Wheel Dump \_\_\_\_\_ routes
- C. 24,000 lb. Front End Loader \_\_\_\_\_ routes

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

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

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

(Continued through page 34)

PROPOSAL

**SECTION 3.**

ENTER BELOW THE DOLLAR AMOUNT OF YOUR BID IN THE APPLICABLE COLUMN  
ONLY ENTER ONE TYPE OF EQUIPMENT PER ROUTE.

<u>Route #</u>	<u>Price Per Trip 6-Wheel Truck w/Plow</u>	<u>Price Per Trip 10-Wheel Truck w/Plow</u>	<u>Price Per Trip 24,000 lb. Front End Loader</u>
30	\$ _____	\$ _____	\$ _____
32	\$ _____	\$ _____	\$ _____
36	\$ _____	\$ _____	\$ _____
42	\$ _____	\$ _____	\$ _____
48	\$ _____	\$ _____	\$ _____
50	\$ _____	\$ _____	\$ _____
52	\$ _____	\$ _____	\$ _____
54	\$ _____	\$ _____	\$ _____

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

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

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

PROPOSAL

**SECTION 4.**

ENTER BELOW THE TELEPHONE NUMBER(S) FOR CONTRACTORS:

PRIMARY TELEPHONE NUMBER: 1. \_\_\_\_\_

SECONDARY TELEPHONE NUMBER: 2. \_\_\_\_\_

CELL TELEPHONE NUMBER: 3. \_\_\_\_\_

**SECTION 5.**

ENTER BELOW THE DATE BY WHICH THE CONTRACTOR TO HAVE ALL VEHICLE INSPECTED AND APPROVED BY THE CITY PER SECTION 6.3:

DATE: \_\_\_\_\_ (mm/dd/yy)

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

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

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

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.: **401010**

Contract Term: **TERM, ONE YEAR, WITH OPTION TO EXTEND:**

\_\_\_\_\_

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

\_\_\_\_\_  
Date

# **A P P E N D I X “A”**

## **R O U T E M A P S**

**&**

## **S T R E E T B Y S T R E E T D I R E C T I O N S**