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**PRINTED NAME OF BIDDER**

**DROP FRAME, FULLY AUTOMATED REFUSE BODY WITH CAB & CHASSIS**

Invitation to Bid No.402510

Issued: August 25, 2014

PURCHASING BUREAU CONTACT: Tymothi Howard, Sr.Purchaser, 585.428.7041

Bid responses are to be returned to the Office of the Purchasing Agent, City Hall Room 105A, Rochester, NY 14614, by the date and time indicated, at which time and place all bids will be opened, read and recorded.

BID OPENING: Thursday, September 4, 2014 at 11:00 A.M.

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

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

Type of Contract: TERM CONTRACT

Bid Deposit Requirement: 5%

Performance Security Requirement: 50%

Insurance Requirement: NONE

Samples Requirement: UPON REQUEST

Descriptive Literature/Technical Data Requirement: WITH BID

Bidder Identification Documents: YES, SEE SECTION 15.

**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. GENERAL INTENT OF SPECIFICATIONS**

- 1.1 The following specifications are intended to describe an automated refuse body of 31 cubic yards mounted on a cab over engine; low-med height entry cab chassis capable of handling 32-96 gallon refuse containers.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 The bidder will point out in detail wherein the item(s) he/she proposes to furnish differ(s) from the items called for in these specifications. The Purchasing Agent reserves the right to consider when a substitute meets the requirements of these specifications, and the Purchasing Agent's judgment will be considered final.
- 1.7 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 which they can demonstrate meets 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. BID SECURITY**

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

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3. PERFORMANCE SECURITY

- 3.1 The contractor will be required to execute a Performance Security for the furnishing and delivery of this equipment to insure that the equipment offered is delivered on time and per specification.
- 3.2 The bidder shall, within ten (10) calendar days after acceptance of the bidder's proposal by the City, furnish the Performance Bond in an amount equal to fifty (50%) of the contract, in the form of a bond, cash, certified check or irrevocable letter of credit, payable on demand to the City of Rochester. The surety company must be licensed to transact business in the state of New York.

4. FAILURE TO FURNISH SECURITY

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

5. PREPARATION OF PROPOSAL

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

6. BASE BID

- 6.1 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).
- 6.2 Bid will be made only on the form(s) provided with these specifications.
- 6.3 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.

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7. CONTRACT PERIOD

- 7.1 If the City chooses to make an award based upon bids received, the City will order the equipment by a purchase order once the contract has been fully executed.
- 7.2 The successful bidder agrees to enter into a three (3) year Service Term Contract with the City to provide parts and/or repairs to the City at prices stated in the Service Term Contract Proposal.
- 7.3 The City reserves the right to extend the Service Term Contract for up to two (2) additional terms of one (1) year or less, upon mutual agreement between the City and the successful bidder.
- 7.4 A copy of the bidder's standard service and warranty contracts must be included with the bid.
- 7.5 A copy of the bidder's current W-9.

8. QUANTITY

- 8.1 The City intends to purchase the quantity shown in the Proposal. However, the City reserves the right to order more or less than the quantity shown depending on the bids received and available funding.
- 8.2 No specific quantities can be given and no guarantee given as to contract value. The contract shall be for the quantities actually ordered during the contract period. Unit price(s) shall be extended for the actual number of units purchased during the contract period.
- 8.3 The City will issue a Purchase Order for the actual number of units to be purchased after the contract has been awarded.

9. INSTRUCTIONS TO BIDDERS

- 9.1 Proposals will be received by the Purchasing Agent of the City of Rochester in accordance with Contract Documents set forth herein.
- 9.2 Bid shall be made only on the form(s) provided with this specification.

10. COMPLIANCE WITH LAWS

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

11. TAX

The City of Rochester is exempt from paying Manufacturer's Excise, Floor or Sales Tax and for that reason, the bid Price shall not include any tax on the item(s) specified. The

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City of Rochester will furnish a signed exemption form covering the tax, if any, applying to the item or items covered by this specification, as may be required by law.

12. DELIVERY DATE

- 12.1 The City of Rochester requires delivery of the Equipment as soon as possible, but not later than forty five (45) calendar days from date of receipt or Purchase Order. The unit(s) shall remain the property of the bidder until accepted by the City of Rochester. Upon delivery, the unit(s) shall be thoroughly tested in operation in the presence of an authorized representative of the City to check on the performance of the equipment and operation of the unit as a whole. The successful bidder shall make, at his own expense, any adjustments or alterations that may be required by the City as a result of the operation test.
- 12.2 Each bidder is required to list on the Proposal and Bid Form the latest date he expects delivery to be made at destination as defined in the "DELIVERY" section. FAILURE TO INCLUDE A SPECIFIC DATE MAY BE SUFFICIENT GROUNDS FOR REJECTION OF BID.

13. DELIVERY

- 13.1 The equipment and components to be furnished under this contract shall be delivered to the City of Rochester, F.O.B. the ordering agency's facility as described on the Purchase Order(s), which shall be in Rochester, New York.
- 13.2 The equipment specified in this bid shall be delivered within forty-five (45) days after receipt of the purchase order.
- 13.3 Service provided under the service contract must be provided and completed within three (3) days of receipt of an order, unless an extension of time is approved by the ordering department.

14. ADDITIONAL ITEMS/SERVICES

The City reserves the right to negotiate with the contractor additional related items or services that are needed by the City and include them in this contract. Prices shall be negotiated and approved by the City prior to ordering the related item or service. Additional items or services can only be ordered through a valid City of Rochester purchase order. Items or services not covered by a prior authorizing purchase order will not be paid for by the City.

15. BIDDER IDENTIFICATION DOCUMENTS

Bidders are required to provide additional documentation as indicated in this section:

- 15.1 Bidder must submit along with Proposal Page, the bidder's W-9 Form.
- 15.2 Upon request of the City, the bidder must provide the City with one of the following:
  - 15.2.1 A copy of the bidder's IRS Form SS-4 EIN Assignment Letter.

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15.2.2 A copy of the bidder's IRS Form 147C

### **16. QUALIFICATIONS OF BIDDER**

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

16.1.1 That the manufacturer(s) or bidder(s) has in operation a factory adequate for and actively engaged in the manufacture of the equipment which he proposes to furnish.

16.1.2 That there are at least two hundred and fifty (250) units similar to the type bid upon which have been in satisfactory operation for a period of at least two (2) years. This shall not be construed to prohibit the manufacturer to have altered or improved the design or construction of its machinery as evidenced by engineering changes incorporated in the manufacturing blueprints. Manufacturer shall furnish evidence upon request of the Purchasing Agent, that the EQUIPMENT being furnished has been commercially available through him to the trade for a period of not less than two (2) years and has been fully field tested. The City of Rochester shall verify to his satisfaction, that the model to be furnished has met such field tests.

16.1.3 That it has or will have in operation reasonably near the City of Rochester, a service station adequately equipped and carrying in stock sufficient parts and service and regularly employs qualified personnel to render prompt and efficient service on the equipment bid upon.

16.2 A proposal may not be accepted from or contract awarded to any person, firm or corporation that has failed to perform faithfully any previous contract with the City.

### **17. REJECTION OF BIDS**

17.1 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.

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

### **18. INFORMALITIES**

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

### **19. AWARD OF CONTRACT**

Award will be made to the lowest responsive and responsible bidder per net delivered unit price.

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20. INTERCHANGEABILITY

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

21. INFORMATION TO BE FURNISHED WITH BID

- 21.1 The bidder shall submit with his bid DETAILED SPECIFICATIONS AND DRAWINGS, along with complete description including pictures and catalogs, and all other pertinent data on the equipment he proposes to furnish.
- 21.2 Bids offered without said data may be declared "INFORMAL".
- 21.3 The City, however, reserves the right to request additional information deemed necessary for proper evaluation of bids.
- 21.4 Detailed drawing of switch locations on dash - prior to award.
- 21.5 A copy of the bidder's standard service and warranty contracts must be included with the bid.

22. MOTOR VEHICLES REGULATIONS

Each vehicle delivered shall be furnished with all equipment necessary to comply with all applicable rules and regulations of the New York State Department of Motor Vehicles and shall be equipped with Safety Standards required by the Federal Motor Vehicles Safety Standards established by the National Traffic Safety Administration, and the Safety Standards required by O.S.H.A. with reference to the operation of such vehicle(s) within the State of New York. Each vehicle will be supplied with a valid N.Y. State Inspection Sticker, and an odometer disclosure statement. Must meet all current ANZI Z245 safety standards.

23. SERVICING

- 23.1 All equipment ordered for delivery shall be completely serviced. Service shall include not less than the following: Lubrication, wash, wiring and lighting check, body conditioning and all other checks and adjustments required for proper complete servicing of a new unit. It shall be the contractor's responsibility to insure at that time that all components and accessories have been properly installed.
- 23.2 All repair services provided during the service term contract period shall be fully guaranteed as to parts and labor for a minimum of thirty (30) days after acceptance by the City.

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24. INSPECTION OF WORK

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

25. PAYMENT OR ACCEPTANCE NOT CONCLUSIVE

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

26. GUARANTEES AND WARRANTIES

- 26.1 The Contractor shall guarantee all equipment furnished for a period of two (2) years from date of in service (or as required by these specifications, i.e. engine transmission) if such equipment is not included in the manufacturer's standard warranty.
- 26.2 The Contractor hereby warrants and guarantees for a period of two (2) years from date of in service, he will, at his own expense and without any cost to the City, replace all defective parts and make any repairs that may be required or made

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necessary by reason of defective design, material, or workmanship, or by reason of non-compliance with these specifications. Any warranty offered by the manufacturer, over and above this two (2) year minimum warranty, shall be deemed to be part and parcel to these specifications.

- 26.3 Contractor shall also furnish a copy of the standard factory warranty.
- 26.4 All guarantees and warranties shall be furnished by the Contractor and shall be delivered to the Ordering Agency before final voucher on the contract is issued.
- 26.5 If the Contractor is local, i.e., within the City of Rochester and/or within twenty (20) road miles of the Rochester Municipal Garage at 945 Mt. Read Blvd., the City will deliver the vehicles to the Contractor's garage for work to be performed under warranty and pick up the vehicle(s) when work is completed.

26.5.1 IF THE CONTRACTOR IS NOT LOCAL, THE CONTRACTOR WILL ASSUME AT HIS/HER 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.

27. PAYMENT

- 27.1 The contractor may submit an invoice for equipment to the ordering department after the equipment has been delivered, inspected and accepted by the City. Invoices for services rendered during the service contract term may be submitted after service has been provided and accepted.
- 27.2 When the equipment is delivered by the Contractor, the City may process the invoice for the full amount of the Contract price if in the Purchasing Agent's opinion the unit(s) is in compliance with the specifications. However, if poor workmanship or deviations from specifications exist, the City may process up to 80% of the contract price upon delivery and delay payment of the balance until contractor has made all necessary corrections.
- 27.3 The voucher(s) and invoice(s) shall include not less than the following:
  - 27.3.1 City Contract Number
  - 27.3.2 City Purchase Order Number
  - 27.3.3 Year, Make and Model of BODY(S) AND CHASSIS
  - 27.3.4 Delivery Date
  - 27.3.5 Location of Delivery

28. CERTIFICATES, MANUALS AND WARRANTIES

- 28.1 When the units are delivered, the Contractor shall deliver to the ordering

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department:

- 28.1.1 Warranty and Guarantee Certificates
- 28.1.2 Certification specified in the Contract
- 28.1.3 Manuals specified in the Contract
- 27.1.4 Engine Serial #
- 28.1.5 Transmission Serial #
- 28.1.6 Axle Serial #'s
- 28.1.7 Key Code #
- 28.1.8 Paint Code #'s
- 28.1.9 Complete Filter List
- 28.1.10 Body Serial # with manufacturer and Part # information
- 28.1.11 The contractor shall supply the City with a certified weight Slip stating the vehicles unladen weight,

### 29. SPECIAL NOTICE TO BIDDERS

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

### 30. DEFAULT

- 30.1 The City may terminate the whole or any part of this contract in any one of the following circumstances:
  - 30.1.1 If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extensions thereof; or
  - 30.1.2 If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this

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contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such other period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure.

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

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

### 31. DISPUTES

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

### 32. SPECIFICATIONS

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

### 33. PARTS AVAILABILITY

The bidder understands and agrees that he is obligated to make Original Equipment Manufacturer's parts for the equipment available to the City of Rochester for a period of five (5) years at a price no greater than the then-current Fleet List Price, F.O.B. delivered. In the event that during such five-year period the City of Rochester is unable to establish a contract for the purchase of Original Manufacturer's Equipment parts for the equipment purchased from the successful bidder after advertising for bids; the successful bidder agrees to supply to the City of Rochester Original Manufacturer's Equipment parts at a price no greater than the then-current Fleet List Price, F.O.B.

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delivered, within time frame standard to the industry.

34. CHANGE ORDERS

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

SPECIFICATIONS ARE AS FOLLOWS:

35. INTENT

This specification describes a hydraulically actuated packer body with a fully automated mechanical arm lifting device capable of handling 32-96 gallon refuse containers. The body shall be capable of compacting and transporting refuse to a landfill or transfer station and dumping the load by means of hydraulically hoisting the body.

36. GENERAL TERMS:

The manufacturer of all equipment provided under this contract shall be ISO 9001 certified. All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-1999.

37. BODY

37.1 Labrie Expert 2000T, 31 cubic yard capacity, 27 Yard Tapered Body with 4 Yard Tailgate

37.1.2 The entire floor of the hopper shall be constructed of Hardox 450 steel

37.2 Labrie, Extra Reach Helping Hand™ Automated Arm (10' I.L.O. Standard 7' Reach Arm)

37.3 Mack LE Cab Over Chassis

37.4 Drop Frame on Mack Cab Over Chassis Including Saddle/Fuel Tank (Mack LEU)

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- 37.3 Saddle Hydraulic and Fuel Tanks Behind Cab
- 37.4 Grabber Counter Device
- 37.5 Right Side Joystick Control for Helping Hand Arm
- 37.6 3rd Eye Dual Camera Hopper/Tailgate, including Night Vision
- 37.7 LED rear amber alternating flashing lights, Upper Light Bar, and Front Corners of Body
- 37.8 Additional Rear LED Back Up Lights on Tailgate
- 37.9 3 Additional Works Lights, Hopper Area with Single Switch
- 37.10 Multi-Cycle for Packing Ram (2 to 8 strokes)
- 37.11 Packer and Crusher Panel controls in cab
- 37.12 Split Hopper Dutch Door (Right Hand Side Only)
- 37.13 Spill Shield installed behind Grabber Arms
- 37.14 Broom and Shovel Kit
- 37.15 Paint solid color
- 37.16 Cab mounted fire extinguisher and triangle warning kit
- 37.17 D.O.T. Conspicuity Tape to run the full length of the body and the tailgate
- 37.18 Large decal to cover the width of the tailgate, cautioning traffic that the vehicle stops and backs frequently.

## **CAB/CHASSIS SPECIFICATIONS**

### **38. BVS/WHEELBASE/PLATFORM**

- 38.1 Chassis, leu613 10-wheel truck
- 38.2 Air conditioned cab
- 38.3 Dual sit down drive package w/bostrom seats
- 38.4 Frame rails, 13.375" x 3.25" x .375" (340 x 83 x 10mm) steel section modulus 23.49 cu in/rbm 2,818,800 in lbs per rail
- 38.5 Wheelbase, 246" (6248 mm) wb 255" ca (6477 mm)
- 38.6 Platform, 366 af, 111

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38.7 Frame reinforcement - inside, frame reinf steel 1/4 in

### 39. ENGINE/TRANSMISSION/CLUTCH

39.1 Engine, mack mp7-325m 325 hp @1500-1900 rpm (peak) 1200 lb ft. max torque @ 1100-1300 rpm

39.2 Transmission, 6 speed automatic, allison 4500-rds-6 (4.7010.67) rugged duty series gen 5 includes direct mount oil cooler, external oil cooler, internal/filter. and oil level sensor

### 40. EXHAUST/EMISSIONS

40.1 DPF, cleartech w dpf vertical lh side back of cab w/scr vert rh side boc

40.2 Exhaust after-treatment system. exhaust after-treatment system diesel partic filter ceramic

40.3 Passive regen

40.4 DPF smart switch, no inhibit dpf regeneration switch

40.5 Exhaust, dpf, outboard, single (r/s) vertical straight exhaust stack plain end, side outlet diffuser

### 41. ENGINE EQUIPMENT

41.1 Air cleaner 13" (330 mm) diameter behind cab w/snorkel, single element dry type air cleaner (dry type cleaner)

41.2 Alternator, leece neville 12v 200a

41.3 Batteries, (3) mack 12v 65011950 cca threaded stud type terminals to -34 degrees F (-37 degrees C)

41.4 Mack coolant conditioner

41.5 Cooling performance, w/o auxiliary cooling

41.6 Grille, standard finish

### 42. CAB

42.1 Heater with integral defroster

42.2 Horn – air, (1) twin-under cab trumpet w/visual lanyard control

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- 42.3 Horn - electric, single tone
- 42.4 Identification/clearance light, (7) marker and clearance
- 42.5 Interior trim - (silver gray vinyl)
- 42.6 Chassis keyed at random - 2 keys
- 42.7 Low air pressure indicator light and buzzer
- 42.8 Mirrors - exterior, moto mirror, rh/lh motorized and htd (5.5) retractable arms and brackets rh/lh door mtd
- 42.9 Mirrors - convex type, bright finish, lh & rh 8.0" dia. mounted below lower arm of west coast mirror
- 42.10 Mirrors – proximity, rect convex above rh & lh door
- 42.11 Mud flaps. 12" front fender mounted
- 42.12 Parking brake control w/warning light
- 42.13 AM/FM stereo cd w/weatherband
- 42.14 Radio antenna, ch style bowl mounted on lh side
- 42.15 5-way binding posts for cb
- 42.16 Rear window (fixed type)
- 42.17 Seat - driver, (2) bostrom talladega 910 (mid-back) air suspension
- 42.18 Seat - rider, omit rider seat
- 42.19 Seat covering, all cloth, black, driver seats
- 42.20 Lap & shoulder belts for (2) driver seats, to be orange in color driver's seat only
- 42.21 Side markers, lamps and reflectors to meet or exceed federal regulations
- 42.22 Starter switch, key type
- 42.23 Steering column, fixed
- 42.24 Sun visor –interior, both sides
- 42.25 Turn signals, front
- 42.26 Turn signal switch, manual cancelling turn signals
- 42.27 Ventilation - cab, furnish lh & rh door vents

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- 42.28 Windshield protector, furnish
- 42.29 Windshield washers, electric, wiper mounted w/7 qt (6.6 l) reservoir
- 42.30 Windshield wipers, sprague-2 spd electric motor w/intermittent feature

43. FRAME EQUIPMENT/FUEL TANKS

- 43.1 Bumper - front, painted steel flush mid 59"/1488 mm bbc (corp 94" x 15.5")
- 43.2 Crossmembers, steel 1/2" pl bolted boc & intermdt 1/8" below rail. 1st xmbr boc rr 38.17" from al line
- 43.3 Crossmember (behind rear axle), 1/2" plate (one) back to back
- 43.4 Frame rail clearance, right-hand
- 43.5 Light weight plate under bumper and radiator
- 43.6 Towing device - front, tow pin
- 43.7 Towing device- rear, w/o rear towing device
- 43.8 Fuel tank – lh, 80 gallon (300 l) steel, 26"x24" rectangular
- 43.9 Fuel tank – rh, omi, rh standard
- 43.10 6.6 gallon (25 l) 22" diameter tank left side mtd
- 43.11 Fuel draw/return system, aeroquip fire resistant for lh fuel tank includes sump
- 43.12 Relocate fuel tank. locate behind lh fender - 5" below top rail

44. FRONT AXLE/EQUIPMENT/TIRES

- 44.1 Front axles, 20000# (9072kg) mack fxl20 wide pivot center
- 44.2 Tires brand/type - front, bridgestone - tubeless radial ply. (2) 315/80r22.5 20 l m860a (all pos)
- 44.3 Wheels - front, steel disc (10-hole) (2) 22.5x9.0 (228 mm) hayes lemmerz 10-hole hub piloted (11 1/4"/286mm bc)(five hand hole)(6.42" inset)
- 44.4 Brakes - front. meritor "s" cam type 16.5" x 6" q+
- 44.5 Brake drums - front, cast outboard mounted
- 44.6 Dust shields - front brake, furnish

**DROP FRAME, FULLY AUTOMATED REFUSE BODY WITH CAB & CHASSIS**

- 44.7 Hubs-front, ferrous
  - 44.8 Shock absorbers, front
  - 44.9 Slack adjusters - front, haldex - automatic
  - 44.10 Springs - front, mack multileaf 20000# (9072kg) ground load rating
  - 44.11 Static load cushions
  - 44.12 Steering, m100p plus right side assist cylinder
45. REAR AXLE/EQUIPMENT/TIRES/RATIOS
- 45.1 Rear Axle/Suspension, 52000# (23600kg) Mack S522 (268 1029) Cast Ductile Iron Housing, S552 Mack Multileaf (Camelback) 52000#
  - 45.2 4s/4m System Rear Wheel End Sensors
  - 45.3 Tires Brand/Type - Rear, Bridgestone - Tubeless Radial Ply, (8) 315/80r22.5 20 L M860a (All Pos)
  - 45.4 Carrier/Ratio - Rear Axle, Crdp153/151, 4.50 Ratio
  - 45.5 Wheels - Rear, Steel Disc (10 Hole) (8) 22.5x9.00 (228 Mm) Hayes Lemmerz 10-Hole Hub Piloted (11 1/4"/286 Mm Bc)(Five Hand Hole)
  - 45.6 Brakes - Rear, Meritor Heavy Duty "5" Cam 16.5"X7" Q+
  - 45.7 Brake Diaphragms, W/O Brake Diaphragm Option
  - 45.8 Brake Drums - Rear, Cast Outboard Mounted
  - 45.9 Dust Shields - Rear Brake, Furnish
  - 45.10 Hubs - Rear. Ferrous
  - 45.11 Oil Seals, Stemco (Voyager)
  - 45.12 Power Divider Lockout W/Warning Light And Buzzer (Includes Manual Air Valve) In Cab
  - 45.13 High Mount Rear Brake Chambers (Rear Rear Axle Only)
  - 45.14 Shock Insulators, Heavy Duty Urethane
  - 45.15 Slack Adjusters – Rear, Haldex - Automatic
  - 45.16 Suspension -Axle Spacing, 55" Axle Spacing (Bogie Wheelbase)

## DROP FRAME, FULLY AUTOMATED REFUSE BODY WITH CAB & CHASSIS

- 45.17 Springs, Anti-Sway
- 45.18 Spring Brake Chambers – Quantity, (4) Chambers
- 45.19 Spring Brake Chambers - Vendor. Mgm Model Tr-T (Tamper Resistant)
- 45.20 Rear Spring Brake Chambers 30/30 Type
- 45.21 Without Transverse Torque Rods
- 45.22 Bronze Trunion Bushing

### 46. AIR/BRAKE

- 46.1 Air Lines (Chassis). Extruded Nylon Tubing (3/8" & 1/4" Lines Are Single Extrusion; 3/8" And Larger Have Polyester Reinforced Center)
- 46.2 Air Brake System, Dual
- 46.3 Air Dryer, Meritor/Wabco Heated Air Dryer, 1800 W/Coalescing Oil Filter
- 46.4 Air Reservoirs, Steel
- 46.5 Anti-Lock Brake System, Meritor Wabco Abs
- 46.6 Air Control Valves – Vendor, Meritor Wabco Val.Ves Where Possible
- 46.7 Drain Val.Ves. Auto Drain/Heated Lanyards On Ai.L Other Tanks Plumbed To Manifold Labeled

### 47. ELECTRICAL

- 47.1 Back-Up Alarm, Preco. Model 1059
- 47.2 Battery Box(Es), Steel Base
- 47.3 Battery Box Covers, Steel. Lockable
- 47.4 Battery Box- Mounting, Single Box 3 Battery Max. Perp To
- 47.5 Frame 11" From Ntof Flaming River Big Switch Wired On Positive Side
- 47.6 Battery Switch Warning Light, Furnish'on Or Near Battery Box (Light On In Run Position)
- 47.7 Computer And 2-Way Radio Dedicated Circuit
- 47.8 Electric Circuit Protection Package, 12 Volt W/Circuit Breakers (Headlamp

## DROP FRAME, FULLY AUTOMATED REFUSE BODY WITH CAB & CHASSIS

Circuit: Sae Type I; All Other Circuits Sae Type II) Negative Ground System

- 47.9 Waterproof Electrical Connections Sprayed W/Protective Coating
- 47.10 Control Link II Refuse Bodybuilder Electrical Connection System
- 47.11 Headlights, (2) Single Round Halogen Lamps
- 47.12 Rear Lighting, Brake Lights To Come On When Spring Brakes Are Applied And Key In Run Position
- 47.13 W/O Pwr Terminal-Strobe Light Option

### 48. PAINT

- 48.1 Paint - Cab Exterior, Single Color, Mack White (High Gloss)
- 48.2 Paint - Cab, Urethane Base Coat W/O Clear Coat
- 48.3 Paint - Chassis Running Gear, Mack Black (Urethane)
- 48.4 Paint - Bumper, Same As Chassis Running Gear
- 48.5 Paint - Fuel Tank, Same As Chassis Running Gear
- 48.6 Paint - Front Spoke Wheels, Without Optional Spoke Wheel Paint Without Optional Spoke Wheel Paint
- 48.7 Pre-Finished Powder Coat White
- 48.8 Pre-Finished Powder Coat White

### 49. PAINT PROCESS CODES

- 49.1 Same Color As Chassis Running Gear (5zb-A1x)
- 49.2 Chassis Running Gear - Std Color (Mack Black) (6ab-Z1x)  
Same Color As Chassis Running Gear (7hb-A1x)
- 49.3 W/O Custom Paint For Hub&Drum/Spokes (5yb-Z1x)
- 49.4 W/O Custom Painted Front/Rear Rim/Wheel (6bb-Z1x)

### 50. PTO/SPECIAL TV/ADDITIONAL EQUIPMENT

- 50.1 Pto - Rear Engine (Repto), Without Rear Engine Power Take Off
- 50.2 Hydraulic Pump, Furnish Pump Mtg Provisions - Include Wiring,

**DROP FRAME, FULLY AUTOMATED REFUSE BODY WITH CAB & CHASSIS**

- 50.3 Switches, And Indicators As Required
- 50.4 Furnish Tc541 Pto For Use W/Allison (Hd) Series World Transmission
- 50.5 W/O Work Brake

51. PROGRAMMABLE PARAMETERS

- 51.1 Customer Vehicle Limiting Speed (Mph) 85 Mph
- 51.2 Pedal Road Speed Limiter (Mph)
- 51.3 Lgvls Feature Activation Omit
- 51.4 Lower Gear Vehicle Limiting Speed (Mph) 00 Mph
- 51.5 Idle Shutdown Warm-Up Temperature (Deg F) 100
- 51.6 Idle Shutdown Warm-Up Timer (Mins) 5
- 51.7 Idle S/D Override Wieht Omit
- 51.8 Idle S/D Override W/Pto Furnish
- 51.9 Idle S/D Override W/Engine Load Omit
- 51.10 Idle S/D Override % Engine Load Threshold 20
- 51.11 Idle S/D Control W/O Idle Shutdown
- 51.12 Idle S/D Override Lower Temp. Threshold (Deg F) 60
- 51.13 Idle S/D Override Upper Temp. Threshold (Deg F) 80
- 51.14 Maintenance Monitor Feature Activation Furnish
- 51.15 Maintenance Monitor Oem Default Intervals Mp Vocational
- 51.16 Maintenance Due Warning Percent 90
- 51.17 Pto 1 Max Engine Set Speed (Rpm) 2100 Rpm
- 51.18 Pto 1 Min Engine Set Speed (Rpm) 600 Rpm
- 51.19 Pto 1 Vehicle Speed Range Limit (Mph) 10 Mph
- 51.20 Pto 1 Ramp Rate (Rpm/Sec) 100
- 51.21 Pto 1 Single Speed Control Activation Omit
- 51.22 Pto 1 Single Speed Control Set Speed (Rpm) 1000 Rpm

## DROP FRAME, FULLY AUTOMATED REFUSE BODY WITH CAB & CHASSIS

- 51.23 Pto 1 Single Speed Control Autoset Omit
- 51.24 Pto 1 Jump-To-Min Set Speed Omit
- 51.25 Pto 1 Vehicle Limiting Speed (Mph) 60 Mph
- 51.26 Pto 1 Hold To Nearest Rpm
- 51.27 Pto 1 Accel-Decel Bump-Up Rpm
- 51.28 Pto 1 Accel-Decel Bump-Down Rpm
- 51.29 Pto 2 Max Engine Set Speed (Rpm) 2100 Rpm
- 51.30 Pto 2 Min Engine Set Speed (Rpm) 600 Rpm
- 51.31 Pto 2 Vehicle Speed Range Limit (Mph) 10 Mph
- 51.32 Pto 2 Ramp Rate (Rpm/Sec) 100
- 51.33 Pto 2 Single Speed Control Activation Omit
- 51.34 Pto 2 Single Speed Control Set Speed (Rpm) 1000 Rpm
- 51.35 Pto 2 Single Speed Control Autoset Omit
- 51.36 Pto 2 Jump-To-Min Set Speed Omit
- 51.37 Pto 2 Vehicle Limiting Speed (Mph) 60 Mph
- 51.38 Pto 2 Hold To Nearest Rpm
- 51.39 Pto 2 Accel-Decel Bump-Up Rpm
- 51.40 Pto 2 Accel-Decel Bump-Down Rpm
- 51.41 Speed Sensor Tamper Detection System Activation Furnish
- 51.42 Speed Sensor Tamper Detection Torque Limit (%) 50

### 52. DEALER INFORMATION

- 52.1 Engine Warranty, 2yr/250,000 Miles Engine Warranty Us10
- 52.2 Pilot Inspection, Without Pilot Inspection Dealer Prep

### 53. PERFORMANCE/GRAPHICS/TECH DATA

- 53.1 Ambient Temperature, 77f (25.0c)

## DROP FRAME, FULLY AUTOMATED REFUSE BODY WITH CAB & CHASSIS

53.2 Back Of Cab Interferences, Vertical Exhaust, 34" (762mm) From Back Of Cab

### 54. HYDRAULICS

54.3 Electrics - All 12 volt high quality components are manufactured to resist environmental decay and worker abuse.

54.4 Pneumatics - All high quality components - all hose fittings are DOT approved for air brake system.

54.5 Tubing to be secured to prevent any vibration, chafing, or breakage.

54.6 The body hydraulic tank shall have a low oil level engine shutdown capability that will stop the engine when the oil tank reaches one half full or at the manufacturers required minimal oil level mounted and made operational by chassis manufacturer.

54.7 The hydraulic system shall have the following Parker flush face quick couplers capable of attaching to the City's existing hydraulic oil filtration cart:

54.7.1 FEM5O18FP female fitting to be located on bottom part of hydraulic tank

54.7.2 FEM5O28FP male fitting to be located on top part of hydraulic tank

54.7.3 Caps: FER5O1 and FER5O2 shall be provided for fittings and be secured with a lanyard. (Locations to be approved by City)

### 55. MISCELLANEOUS

55.1 Caps for oil, water and fuel filler necks to be plainly marked by means of stamping or raised steel letters. Caps shall be permanently secured to the filler necks with a metal chain. This shall include all oil dip sticks.

55.2 All reflectors shall be bolt mounted. Stick-on reflectors are not acceptable.

55.3 All service, entrance, and access steps shall be constructed of open grid (Grip-Strut).

55.4 Door lock and ignition lock shall be keyed alike (single key locking system) and shall be the same for all trucks ordered under this contract. The contractor shall furnish six (6) keys per vehicle. Key code must be obtained from the city prior to building unit.

55.5 All hoses, tubing and electrical harness must be clamped or supported at intervals not to exceed 30".

## DROP FRAME, FULLY AUTOMATED REFUSE BODY WITH CAB & CHASSIS

### 56. SPECIAL NOTICE

Complete and detailed load distribution data shall be furnished with this bid. Such data shall be certified in writing by the chassis manufacturer.

### 57. PAINTING

57.1 The body and all related equipment shall be painted in the unit manufacturer's standard colors with the main body color being white in accordance to paint manufacturer's specifications, as specified herein.

### 58. UNDERCOATING

Vehicle(s) shall be undercoated using chassis manufacturer's standard corrosion preventative petroleum base material or using commercial sandless material meeting the requirements of TT-C0520 for sag, acid and alkali resistance, corrosion, fire resistance, resistance to flow at elevated temperatures, salt spray (fog) resistance, cold temperature adhesion, and abrasion resistance. Coating shall be applied to underbody and under-chassis sheet metal surfaces to a thickness of 1/16 to 1/8 inch except that drive shafts, drain holes, lubrication points, engine crankcase, heavy castings, and suspension components shall be kept free of coating material. Chassis frame, underside of engine compartment hood, and under body surfaces in excess of 1/8" thickness, or which are inaccessible without removing vehicle fuel tank or other major components, shall not require undercoating.

### 59. MANUALS

59.1 The successful bidder shall supply for the packer body; chassis and all components:

59.1.1 Two (2) factory shop manuals for the body and two (2) for the chassis.

59.1.2 Two (2) parts manuals for the body and two (2) for the chassis.

59.1.3 Two (2) schematic drawings of complete electrical wiring system.

59.1.4 Two (2) body lubrication charts.

59.1.5 Two (2) pressure charts.

59.1.6 Four (4) operator's manuals for each vehicle supplied.

59.1.7 Two (2) labor time guides for the chassis, two (2) for the body

59.1.8 Two (2) engine shop manuals.

59.2 This data is to be supplied at the time of the delivery of the equipment to the City of Rochester.

**DROP FRAME, FULLY AUTOMATED REFUSE BODY WITH CAB & CHASSIS**

59.2.1 CD is acceptable

60. TECHNICAL AND OPERATOR SERVICE BULLETINS

The contractor shall also furnish any and all bulletins, modification notices, service letters and related addenda, throughout the life of equipment being furnished under this contract. This data shall be sent to:

CITY OF ROCHESTER  
EQUIPMENT SERVICES  
945 MT. READ BLVD. BLDG. #100  
ROCHESTER, N.Y. 14606  
ATTN: FLEET MANAGER

61. LINE TICKETS

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

62. TRAINING

62.1 The contractor shall provide the services of qualified factory technician(s) for a period of up to three (3) full working days at the City of Rochester shop(s) to train and instruct City personnel; minimum two (2) days for operator training and minimum one (1) day for in depth. Complete Hydraulic system training for 2 shifts of City Technicians. These services shall be so provided at a time so designated by the ordering department. The contractor must provide this training within ten (10) days of request by the City unless the City grants an extension for that time.

62.2 The successful bidder may also be required to provide a second session at a time so selected by the ordering department to review the results of the instructions, and the functions of the equipment after having been in service. The contractor must provide this training within ten (10) days of request by the City unless the City grants an extension for that time.

62.3 Any additional cost for these services shall be negotiated between the City and the contractor. However, the net delivered unit price bid shall include provision of training under section 62.1 for at least two (2) days of training at no additional cost to the City.

63. MATERIAL SAFETY DATA SHEET (MSDS)

In order to comply with the federal OSHA Hazard Communication Standard (HCS), the New York State Public Employee Safety and Health Act (PESHA), and the New York State Right-to-Know (RTK) Law, the City of Rochester must have a Material Safety Data

## **DROP FRAME, FULLY AUTOMATED REFUSE BODY WITH CAB & CHASSIS**

Sheet (MSDS) on file at point-of-use for all hazardous chemicals. The RTK Law requires that all OSHA Subpart Z chemicals and any chemical listed in the National Institute of Occupational Safety and Health (NIOSH) Registry of Toxic Effects of Chemical Substances be designated "hazardous." Therefore:

63.01 Fully completed MSDS(s) must be submitted with all bids.

70.1.1 Any bid submitted without the required MSDS(s) will be subject to rejection.

63.2 Every shipment of a hazardous chemical to the City of Rochester must be accompanied by a fully completed MSDS.

63.3 At any time during the term of this contract, the contractor will supply a fully completed MSDS for any material in this contract upon request of any using department.

63.4 Failure to comply with the requirements of parts 2 or 3 of this section may result in retention of payment until the appropriate MSDS is received.

### 64. ADVERTISING

64.1 Except for inconspicuous identification plates, serial numbers, precautionary instruction plates, etc., no name, trade mark, decal or other identification, other than that of the manufacturer, shall be applied to the vehicle.

64.2 Identification of the vehicle and equipment dealers and installers shall not be attached to the vehicle. In any instance of violation of these restrictions, the cost to the City for removal of such advertising will be deducted from the contractor's outstanding voucher.

### 65. DATA PLATE

65.1 Identification plates listing data specifically applicable to the equipment shall be permanently and inconspicuously installed on the appropriate piece of equipment.

65.2 Plates shall include at least the model and serial number.

### 66. POLITICAL SUBDIVISIONS

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

**DROP FRAME, FULLY AUTOMATED REFUSE BODY WITH CAB & CHASSIS**

67. NON-COLLUSIVE BIDDING CERTIFICATION

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

- 67.1 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.
- 67.2 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.
- 67.3 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.

NON-OFFICIAL SPEC  
DO NOT USE



**DROP FRAME, FULLY AUTOMATED REFUSE BODY WITH CAB & CHASSIS**

P R O P O S A L – cont.

**SERVICE TERM CONTRACT PROPOSAL**

**PERCENTAGE DISCOUNT OFF PARTS FOR REFUSE PACKERS, DROP FRAME, FULLY AUTOMATED SIDELOAD, WITH CAB OVER CHASSIS**

**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**

**Copy of Standard Service Contract and Warranty included with bid? Yes\_\_\_\_\_**

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

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

\_\_\_\_\_  
Typed Name of Company  
(Continued through Page 34)

**DROP FRAME, FULLY AUTOMATED REFUSE BODY WITH CAB & CHASSIS**

**QUESTIONNAIRE FORM FOR CITY SPECIFICATIONS**

TO BE FILLED IN BY BIDDER AND PRESENTED WITH BID PROPOSAL

**BODY:** Make \_\_\_\_\_

Model \_\_\_\_\_

**BODY, GENERAL:** Capacity \_\_\_\_\_ cu. yd.  
(measured net volume)

Overall length \_\_\_\_\_ in.

Overall width \_\_\_\_\_ in.

Overall height above truck frame \_\_\_\_\_ in.

Loading Height \_\_\_\_\_ in.

Shipping Weight \_\_\_\_\_ lb.

Total installed weight \_\_\_\_\_ lb.

**EJECTION CYLINDER:** Make \_\_\_\_\_ Model \_\_\_\_\_

Size \_\_\_\_\_

Number of Stages \_\_\_\_\_

Stroke \_\_\_\_\_

**POWER TAKE-OFF** Make \_\_\_\_\_

Rating \_\_\_\_\_

Type of control \_\_\_\_\_

Control Make \_\_\_\_\_ Model \_\_\_\_\_

**PUMP** Make \_\_\_\_\_ Model \_\_\_\_\_

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

**HYDRAULIC** Operating Pressure \_\_\_\_\_ PSI at 1200 engine RPM

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

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

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

**DROP FRAME, FULLY AUTOMATED REFUSE BODY WITH CAB & CHASSIS**

QUESTIONNAIRE FORM FOR CITY SPECIFICATIONS – cont.

TO BE FILLED IN BY BIDDER AND PRESENTED WITH BID PROPOSAL

PACKING  
CONTROLS

Location \_\_\_\_\_

Type \_\_\_\_\_

BODY, GENERAL: Number of Controls \_\_\_\_\_

WARRANTY

Body \_\_\_\_\_

Hydraulic System \_\_\_\_\_

Hydraulic Pump \_\_\_\_\_

Hydraulic Cylinders \_\_\_\_\_

Paint \_\_\_\_\_

Camera System \_\_\_\_\_

CAB/CHASSIS

PROPOSED UNIT: MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

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

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

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

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

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

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

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

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

**DROP FRAME, FULLY AUTOMATED REFUSE BODY WITH CAB & CHASSIS**

QUESTIONNAIRE FORM FOR CITY SPECIFICATIONS – cont.

TO BE FILLED IN BY BIDDER AND PRESENTED WITH BID PROPOSAL

COOLING SYSTEM: CAPACITY \_\_\_\_\_ QTS.  
TYPE RADIATOR \_\_\_\_\_  
FLUID TYPE \_\_\_\_\_ MANUFACTURER \_\_\_\_\_

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

BRAKES: MAKE \_\_\_\_\_  
FRONT SHOE SIZE \_\_\_\_\_  
REAR SHOE SIZE \_\_\_\_\_  
AIR DRYER MAKE \_\_\_\_\_ MODEL \_\_\_\_\_  
COMPRESSOR: MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

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

REAR AXLE: MAKE \_\_\_\_\_ MODEL \_\_\_\_\_  
CAPACITY \_\_\_\_\_ GEAR RATIO \_\_\_\_\_

DRIVELINE: MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

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

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

REAR: MAKE \_\_\_\_\_ TYPE \_\_\_\_\_  
SIZE \_\_\_\_\_ TYPE \_\_\_\_\_

NON-OFFICIAL SPEC  
DO NOT USE

**DROP FRAME, FULLY AUTOMATED REFUSE BODY WITH CAB & CHASSIS**

QUESTIONNAIRE FORM FOR CITY SPECIFICATIONS – cont.

TO BE FILLED IN BY BIDDER AND PRESENTED WITH BID PROPOSAL

SUSPENSION: FRONT SPRINGS: TYPE \_\_\_\_\_

CAPACITY \_\_\_\_\_

REAR SPRINGS: TYPE \_\_\_\_\_

CAPACITY \_\_\_\_\_

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

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

STARTER: MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

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

SIDE RAIL DIMENSIONS \_\_\_\_\_ SECTION MODULUS \_\_\_\_\_

YIELD POINT \_\_\_\_\_

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

WARRANTY: CHASSIS \_\_\_\_\_

ENGINE \_\_\_\_\_

TRANSMISSION \_\_\_\_\_

AXLES \_\_\_\_\_

NON-OFFICIAL SPEC  
DO NOT USE



DROP FRAME, FULLY AUTOMATED REFUSE BODY WITH CAB & CHASSIS

PROPOSAL

\_\_\_\_\_  
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

\*\*\*\*\*

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

\_\_\_\_\_

Contract No.:402510

Contract Term:

MUNIS No.:\_\_\_\_\_

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

\_\_\_\_\_  
Date

NON-OFFICIAL SPEC  
DO NOT USE



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

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

- a) The ability, capacity and skill of the bidder to perform the service required within the specified time.
- 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.

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

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

24. **Notice of Acceptance:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the Invitation to Bid shall be deemed to result in a binding contract without further action by either party.
25. **Tie Bids:** If two or more bidders submit identical bids and are equally qualified, the decision of the City to make award to one or more of such bidders shall be final. Selection may be made by drawing lots.
26. **Resident Bidders - Preference:** Price and other factors being equal, preference may be given first to resident bidders of the City, except when in the judgment of the City such purchases would operate to the disadvantage of the City, and selection by drawing lots shall not apply where the tie bids are between a resident and non-resident bidder.
27. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for at contract prices all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any unordered balances as of the contract expiration date unless the contractor furnishes the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
28. **Requirements Bid Quantities:** On "Requirements" bids, acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered.
29. **Availability of Funds:** The City shall be obligated to pay for goods and services received only to the extent that money has been appropriated and encumbered for such purpose. The contractor in turn shall be obligated to perform only so long as money is available to pay for the goods and services it supplies. If this contract extends through one fiscal year of the City into the next year, 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 non-support 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.