City of Rochester

Bureau of Purchasing
City Hall Room 105 A, 30 Church Street
Rochester, New York 14614-1290
www.cityofrochester.gov

_____
PRINTED NAME OF BIDDER

SIDEWALK SNOW PLOW, TRACK MOUNTED

Invitation to Bid No. 428650 Issued: October 3, 2016

PURCHASING BUREAU CONTACT: Roslyn Phillips, Purchaser, 585-428-7042

BID OPENING: Monday, October 17, 2016, at 11:00 a.m.

Sealed bids are to be returned to the Office of the Purchasing Agent, City Hall Room 105A, Rochester, NY 14614, by the date and time indicated, prior to bid opening, read and recorded.

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

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

Type of Contract: ONE-TIME PURCHASE

Bid Deposit Requirement: NONE

Performance Security Requirement: NONE

Insurance Requirement: NONE

Samples Requirement: NONE

Descriptive Literature/Technical Data Requirement: YES, WITH PROPOSAL

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.

SIDEWALK SNOW PLOW, TRACK MOUNTED

1. GENERAL INTENT OF SPECIFICATIONS

1.1 It is the intent of the City of Rochester to buy two (2) 2016 Sidewalk Snow Plows, Track-Mounted.

1.2 These specifications shall be construed as minimum. Should the manufacturer's current published data or specifications exceed these, current specifications shall be furnished.

1.3 All parts not specifically mentioned which are necessary to provide a complete and operational unit(s), ready for use upon delivery, shall be included in the bid and shall 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 shall 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 shall be furnished.

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2. ALTERNATES

2.1 The city is seeking to purchase two Prinoth SW4S Sidewalk Snow Plows with Prinoth V-Plows and Prairievost Snow Blowers, or City approved equivalent. The specifications are based on the Prinoth SW4S.

2.2 Where any part or parts of the equipment are not specified or specifically mentioned, it shall be understood that what is usually provided as the manufacturer's stock model shall be furnished together with full appurtenances complete and ready for operation.

2.3 Wherever in these specifications a particular make of model number is indicated, it is done solely to establish the level of quality desired. This should not be interpreted to mean that the make or model specified is the only one acceptable.

2.4 However, if the bidder submits a bid on a make or model other than specified, the bidder must present with the bid a detailed specification describing the items the bidder proposes to furnish.

2.5 The bidder shall point out in detail wherein the item(s) the bidder proposes to furnish differs from the items called for in these specifications. The Purchasing Agent of the City of Rochester reserves the right to consider whether, in his judgment, a substitute meets the requirements of this specification, and the Purchasing Agent's judgment shall be considered final.

3. PREPARATION OF PROPOSAL

3.1 The Proposal is contained in these contract documents and MUST NOT BE DETACHED HERE FROM by any bidder when submitting a proposal.

3.2 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.

4. BASE BID

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

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5. CONTRACT PERIOD

This contract shall be for a one time purchase.

6. PRICE

The price offered shall will remain constant for one hundred twenty (120) calendar days after the bid after the bid opening date.

7. DELIVERY

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, 14606.

8. DELIVERY DATE

8.1 The City of Rochester requires delivery of the equipment as soon as possible, but not later than sixty (60) calendar days from date of the award. 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 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.

8.2 Each bidder is required to list on the Proposal and Bid Form the latest date he expects delivery to be made at destination as defined in the "delivery" section. Failure to include a specific date may be sufficient grounds for rejection of bid.

9. QUALIFICATION OF BIDDER

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

9.1.1 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.

9.1.2 That there are at least twenty (20) 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 unit be 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 its satisfaction that the model to be furnished has met such field tests.

9.1.3 That it has or will have in operation, within a ten (10) mile radius of 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.

9.2 No proposal will be accepted from or contract awarded to any person, firm or corporation that has failed to perform faithfully any previous contract with the City.

10. REJECTION OF BIDS

10.1 The City of Rochester reserves the right to reject any and all bids or proposals if a lower price can be obtained by purchasing this item from a Cooperative Purchasing contract, or if the best interest of the City will be served by such action.

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

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11. AWARD OF CONTRACT

This contract may be awarded to the lowest responsive and responsible bidder, based upon the Net Delivered Price.

12. INFORMATION TO BE FURNISHED WITH BID

12.1 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.

12.2 Bids offered without said data may be declared "INFORMAL".

12.3 The City, however, reserves the right to request additional information deemed necessary for proper evaluation of bids.

13. SERVICING

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

14. INSPECTION OF WORK

14.1 Representatives 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.

14.2 If, during the final inspection of item or items to be furnished under this contract, any are found to be defective, 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 items or items shall be altered or replaced to comply with the specifications at the expense of the contractor.

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15. GUARANTEES AND WARRANTIES

15.1 The Contractor shall guarantee all equipment furnished for a period of two (2) years from date of delivery and acceptance if such equipment is not included in the manufacturer's standard warranty. All warranties shall be of the non-declining type.

15.2 The Contractor hereby warrants and guarantees for a period of two (2) years from date of final acceptance, he will, at his own expense and without any cost to the City, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material, or workmanship, or by reason of non-compliance with these specifications.

15.3 Contractor shall also furnish a copy of the standard factory warranty.

15.4 All guarantees and warranties shall be furnished by the Contractor and shall be delivered to the ordering agency before final claim voucher on the contract is issued.

15.5 SPECIAL NOTE: If the contractor does not have a local service location per Section 9.1.3, the contractor shall assume, at its expense, all transportation costs in moving the equipment supplied under this contract to and from the contractor's shop where warranty and/or repair is to be performed.

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16. CERTIFICATES, MANUALS AND WARRANTIES

When the unit is delivered, the contractor shall deliver to the using agency:

16.1 Warranty and Guarantee Certificates

16.2 Certification specified in the Contract

16.3 Manuals specified in the Contract (2 copies)

17. PARTS AVAILABILITY

The bidder understands and agrees that by submitting this bid the bidder is obligated to make available to the City of Rochester Original Equipment Manufacturers (OEM) parts for this equipment for a period of five (5) years. In the event that during such five-year period the City of Rochester is unable to establish a contract for the purchase of OEM parts by the standard advertised bidding process then the successful contractor agrees to supply to the City of Rochester OEM parts at a price no greater than the then-current Fleet List Price, F.O.B. delivered, within time frames standard to the industry.

SPECIFICATIONS ARE AS FOLLOWS:

18. GENERAL

18.1 This snow plow vehicle shall be manufacturer's latest standard current model for sale in the fall of 2016 with a track mounted tractor to meet these specifications and requirements, including one man metal cab with one door. The tractor shall have rubber belt tracks and controlled differential steering and be powered by a diesel engine. It shall be complete with all necessary parts, accessories and tools regularly supplied as standard equipment whether specifically mentioned herein or not.

19. ENGINE

19.1 CATERPILLAR C4.4, Turbo Diesel, EPA Tier 3, Electronic

19.2 Horsepower 74 Kw (99 HP) @ 2500 RPM

19.3 Torque @ 420 N.m (310 lbs. ft) @ 1400 RPM

19.4 Engine block heater 750 W

19.5 Cold start aid: glow plug type

19.6 Fuel filter with water separator

19.7 Single stage dry air filter

19.8 Rear mounted side by side water radiator and oil cooler

19.9 Fuel tank: 120 liters (32 US gallons) set on rubber pad.

20. DRIVE SYSTEM

20.1 Fully variable hydrostatic transmission:

20.1.1 Sauer-Danfoss heavy duty series 90 pumps: 75 cc.

20.1.2 Parker series F12 motor: 40cc.

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20.2 Drive pumps ratio: 1 to 1

20.3 Steering system: Independent control of each track through micro-processor system with steering wheel. Close loop driving logic. Auto-calibration and centering features.

20.4 Dynamic braking through hydrostatic transmission

20.5 Multi-disc parking brake: spring applied, pressure released

20.6 Pressurized hydrostatic system to reduce the possibility of cavitation and separate from hydraulic tank.

20.7 Hydrostatic oil tank with heater. Tank of 19 liters (5 US Gallons) with visual level indicator and low level buzzer

20.8 Oil: ATF type F

20.9 Tracks driven by 11 tooth UHMW sprocket

20.10 Mechanical free wheel device for

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21. <u>DIMENSIONS: Basic Vehicle with Tracks</u>

21.1 Overall length (basic vehicle) 3175 mm (125 in)

21.2 Overall width (basic vehicle) 1285 mm (50.5 in)

21.3 Overall height (top of cab) 2337 mm (92 in)

21.4 Ground clearance 249 mm (9.8 in)

21.5 Shipping weight (basic vehicle) 3080 kg (6790 lbs)

22. <u>OPERATIONAL CARACTERISTICS: with Tracks</u>

22.1 Maximum speed 30 km/h (19 mph)

22.2 Turning radius: 0 m

22.3 Ground pressure 265 g/cm^{2,}, 3.7 PSI

22.4 Maximum gradeability:
Sidehill: 35 %
Uphill: 55 %

23. SUSPENSION/TRACKS

23.1 Six (6) heavy duty solid rubber wheels

23.2 Front wheels on adjustable air suspension with hydraulic dampener

23.3 Rear wheels mounted on tandems

23.4 Endless rubber track with steel wire reinforcement, width 350 mm (13.75 in.)

23.5 Hydraulic and mechanical track tensioner

24. CHASSIS/CAB

24.1 Toboggan one piece steel frame (no articulation) with access panels, painted black, ready for wheel kit installation.

24.1.1 Steel type: ASTM A 569

24.1.2 Frame thickness (sides): 4.78 mm (3/16 in.)

24.1.3 Frame thickness (bottom): 6.35 (1/4 in.)

24.2 One person ROPS cab complying and rubber dampeners with front electric power tilt cylinder for easier service access. Cab noise insulation which limits noise levels to 80 dba at 1800 RPM. Grab handles. Sliding windows on two sides. Door lock. Cup holder. Cab and cowling color is Prinoth yellow.

24.3 KAB suspension seat with four (4) adjustment modes. Three (3) point safety belt.

24.4 Heater 24000 Btu/hr with fresh air intake and directional vents

24.5 Radio am/fm w CD player with speakers

24.6 Rear wiper

24.7 Cab access step

24.8 Rear window defrost

24.9 Door switch for operator safety

24.10 Flat rectangular shape windshield (for easy and affordable replacement)

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25. ELECTRICAL SYSTEM / INSTRUMENTS / CONTROLS

25.1 12 V electrical system with negative ground

25.2 Alternator 85 amp with integrated voltage regulator

25.3 Battery 950 CCA

25.4 Complete lighting system including:

25.4.1 Two (2) front halogen lights (Low & High)

25.4.2 One (1) rear halogen light

25.4.3 Flashers, front and rear

25.4.4 Roof mounted strobe light, star model 255 HTC permanent mount, amber lens with limb guards. The light supplied under this contract shall be mounted in easy reach of the operator and wired to the ignition switch and shall be of the
operator and wired to the ignition switch and shall be clearly identified in a permanent manner; tape not acceptable.

25.4.5 Beacon light protector

25.4.6 Dome light

25.5 Back up alarm and override switch

25.6 Front windshield wiper and windshield washer fluid, two (2) speeds and intermittent control

25.7 Horn

25.8 One (1) 12 Volts power outlet

25.9 Progressive Forward-Neutral-Reverse lever

25.10 Electronic hand throttle for engine speed

25.11 Electronic foot pedal for vehicle speed

25.12 Joystick control for front mounted implements

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26. HYDRAULIC SYSTEM FOR FRONT IMPLEMENT AND SAND SPREADER

26.1 Rear hydraulic for salt and sand spreader c/w flow control

26.1.1 Max flow11.7 L/min (3 US GPM) @ 1400 RPM

26.2 Maximal operating pressure 9000 kPa (1800 PSI)

26.3 Return line-filtration of 33 microns

27. HYDRAULIC

27.1 The pump powering the hydraulic system shall be engine driven of fixed displacement gear or vane type having a rating of approximately 5 gpm @ 1200 rpm, flow proportionate to rpm, and 1300 psi.

27.2 Filtration to be a minimum of 33 micron on the return line.

27.3 All hydraulic control valves are to be within normal reach of the operator.

28. CONTROL MECHANISM

28.1 All controls, including steering and operating, shall be within easy access to the operator's seat and platform.

28.2 Up/Down control for the plow blade shall be joystick actuated and shall have four positions:

28.2.1 Raise

28.2.2 Lower

28.2.3 Hold

28.2.4 Float

29. LUBRICATION

29.1 Suitable lubrication devices and/or fittings shall be provided at all points where lubrication is required and each lubrication point shall be located in an accessible position.

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29.2 Complete lubrication instructions including the type of lubricant and the lubricant manufacturer's reference number shall be furnished with the equipment.

30. COLOR SCREEN DISPLAY WITH INTEGRATED DIAGNOSTIC CENTER

30.1 Gages and indicators:

- Hour meter
- Fuel level
- Tachometer
- Hydrostatic oil temperature
- Transmission neutral position
- Fault code diagnostics (engine & transmission)
- Engine oil pressure
- Engine coolant temperature
- Voltmeter
- Outside temperature
- Winter to summer mode trigger
- Vehicle speed
- Odometer

30.2 Warning indicator and buzzers:

- High engine temperature
- Low engine oil pressure
- High hydrostatic temperature
- Low hydrostatic oil level
- Parking brake indicator
- Low fuel level
- Engine & transmission fault

30.3 Warning indicator:

- Parking brake indicator
- Transmission neutral position
- Engine warning lamp
- Engine wait to start lamp
- Engine stop lamp
- Low battery voltage
- Auto brake indicator

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31. MANUALS AND LITERATURE

The following shall be supplied with each vehicle:

31.1 (3) Vehicle Operator's Manuals

31.2 (1) DVD Video/Film/Slide Operator Training Disks

31.3 (2) Vehicle Parts Manuals

31.4 (2) Engine Maintenance Parts Manual

31.5 Vehicle Maintenance Schedule suitable for posting in maintenance shop. The schedule must show:

31.5.1 Lubrication schedule

31.5.2 Oil/Filter/Coolant schedule

31.5.3 Bolt torque schedule

31.5.4 Brake and track adjustment schedule

31.6 Technical Date Schedule suitable for posting in maintenance shop. The schedule must show:

31.6.1 Engine Specifications

31.6.2 Vital Bolt Torque Limits

31.6.3 Liquid types and capacities

31.6.4 Hydraulics Information

31.6.5 Electrical Information

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32. PAINTING

32.1 The tractor and all related equipment shall be painted at the factory and shall be painted in accordance to the paint manufacturer's specification.

32.2 The tractor and all related equipment shall be coated with two (2) primer coats and then two (2) finish coats.

32.3 Prior to the application of any coatings, all surfaces shall be thoroughly cleaned and conditioned to the paint manufacturer's specifications as specified herein.

32.4 A minimum of two (2) finish coats of the manufacturer's standard color shall be applied. The finished vehicle shall be free of runs, drips and/or oversprays.

32.5 Cab interior paint and trim shall match cab exterior color.

33. TRAINING

33.1 The successful bidder shall provide the services of factory technician(s) for a period of up to two (2) full working days at the City of Rochester shop to train and instruct City personnel; up to one (1) day for operators' training and a minimum one (1) day for in-depth preventive maintenance and reviews of proper usage of parts and service manuals with mechanics.

33.2 These services shall be so provided at a time and date provided by the City.

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34. MOBILE RADIO

34.1 Motorola two-way radio, XPR 5550 with a panoramic antenna and heavy duty microphone with locking kit B81, mounted with external speaker and heavy duty microphone. The radio will be equipped with a Pana-Vise swivel mount. Mounting and programming to be done by Flower City Communications in Rochester, New York.

34.2 See below for radio transmit frequencies

Channel	Display	RX-Freq	TX-Freq	RX-Squelch	TX-Squelch
1	Special Services	161.430	161.430	TPL 114.8	TPL 114.8
2	Refuse	156.105	156.105	TPL 114.8	TPL 114.8
3	Water	153.410	153.410	TPL 123.0	TPL 123.0
4	Forestry/Parks Rpt	159.390	154.980	TPL 114.8	TPL 114.8
5	Forestry/Parks	159.390	159.980	TPL 114.8	TPL 114.8
6	MST/Cemeteries	155.805	155.805	TPL 114.8	TPL 114.8
7	Weather	162.400	Blank		CSQ
8	MDC 1200 Signaling Post TX	Vehicle fleet # (last 4 digits)			

P1 = Monitor

Scan Not Enabled

Narrowband All Channels

35. MISCELLANEOUS

35.1 Caps for oil, water, fuel, hydraulic oil; filler necks to be plainly marked by means of stamping, raised steel letters, or epoxy lettering. Caps shall be permanently secured to the filler necks with a metal chain.

35.2 All instruments, gauges and switches shall be identified in a permanent manner, such as permanently secured plaster labels, Mylar decals, labeling under glass or plastic, or epoxy lettering.

35.3 The contractor shall also furnish any and all bulletins, modification notices, service letters and related addendum throughout the life of the equipment being furnished under the contract.

35.4 The data shall be sent to the City of Rochester Equipment Services, 945 Mt. Read Boulevard, Rochester, NY 14606, Attention: Fleet Manager.

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36. SNOW FIGHTING ATTACHMENTS

There shall be supplied under this contract one (1) EACH of the following for each tractor purchased:

36.1 V-PLOW

36.1.1 Shall have tapered nose plates to allow it to ride over cracks in sidewalk.

36.1.2 Shall have two nose plates ½” thick, hardened and replaceable.

36.1.3 Shall have two cutting edges ½” x 6", hardened and replaceable.

36.1.4 Shall have two rubber plow blades 1-1/2” x 10”

36.1.5 Shall have 2 hardened steel skid shoes, adjustable and replaceable.

SIDEWALK SNOW PLOW, TRACK MOUNTED

36.1.6 Width shall not exceed 49".

36.1.7 Height shall be approximately 28" at nose and 35" at wings.

36.1.8 Plow shall be painted same color as tractor.

36.2 50” WIDE SNOW BLOWER

36.2.1 Capacity: 5 tons per minute (300 tons per hour)

36.2.2 Fully hydrostatic auger and drum

36.2.3 Hydraulic movement

36.2.4 Cutting width standard (1270 mm – 50 in.)

36.2.5 Cutting width with side plates (1371 mm – 54 in.)

36.2.6 Cutting height (1295 mm – 51 in.)

36.2.7 Chute rotation (degree) (245º)

36.2.8 Adjustable skid shoes

36.2.9 Two (2) full flight spiked augers

36.2.10 No mechanical shear pin

36.2.11 Hydraulic full float (up and down)

36.2.12 Removable truck loading extension chute

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37. PARTS AVAILABILITY

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

38. SPECIAL NOTE

The contractor shall also furnish any and all bulletins, modification notices, service letters and related addenda throughout the life of the equipment being furnished under this contract. These data shall be sent to the City of Rochester, Motor Equipment Division, 945 Mt. Read Boulevard, Rochester, New York 14606, Attn: Fleet Manager.

39. LINE TICKETS

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

40. ADVERTISING

Except for inconspicuous identification plates, serial number plates, precautionary instruction plates, etc., no name, trademark, decal or other identification, other than that of the manufacturer, shall be applied to the vehicle. Identification of chassis and equipment dealers and installers shall not be attached to the vehicle. In any instance of violation of these restrictions, the cost to the city of removal of such advertising will be deducted from contractor's outstanding invoice.

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41. DATA PLATE

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

42. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

42.1 The contract resulting from this bid shall be subject to the requirements of the Iran Divestment Act of 2012 (the “Act”), Chapter 1 of the 2012 Laws of New York, State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) is responsible for developing a list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) (the “Prohibited Entities List”). The Prohibited Entities List as required by SFL § 165-a (3) (b) is found on the OGS web site at http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

42.2 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 thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law."

42.3 Any bidder/contractor seeking to renew or extend this contract or assume the responsibility of the contract awarded in response to this bid solicitation must certify at the time the contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

42.4 During the term of the contract or any extension, should the City receive information that the contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the contractor in default.

42.5 The City reserves the right to reject any bid or request for assignment for a bidder/contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder/contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

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43. <u>POLITICAL SUBDIVISIONS</u>

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 the subdivision and the contractor. The City will have no responsibility for any such purchases and will have no other role other than to provide other political subdivisions a copy of this contract if requested.

44. <u>W-9</u>

A W-9 is required with all bids.

45. <u>NON-COLLUSIVE BIDDING CERTIFICATION</u>

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:

45.1 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;

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

45.3 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.

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P R O P O S A L

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

SIDEWALK SNOW PLOW, TRACK MOUNTED, and Attachments in accordance with specifications and provisions:

1. TRACTOR: $ _____ x 2 = $_____

2. V-PLOW: $ _____ x 2 = $_____

3. SNOW BLOWER:$ _____ x 2 = $_____

$_____
TOTAL NET DELIVERED PRICE

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MANUFACTURER:_____

DELIVERY AFTER P.O. _____

_____ _____
Authorized Signature Typed Name and Title of Authorized Signer

_____
Typed Name of Company

(Continued through Page 22)

P R O P O S A L

ADDRESS OF PARTS SUPPLIERS OTHER THAN BIDDER:

_____

_____

_____

_____

_____

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_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 22)

SIDEWALK SNOW PLOW, TRACK MOUNTED

QUESTIONNAIRE FORM FOR CITY SPECIFICATIONS

TO BE FILLED IN BY BIDDER AND PRESENTED WITH BID PROPOSAL

Is this bid in conformance with specifications? Yes_____ No_____

If answer is "No", bidder must identify and explain each exception taken, and must make reference to each page and paragraph to which the exception will apply.

It shall be understood that if no exception is taken, the contractor shall supply all materials or services as specified.

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_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 22)

SIDEWALK SNOW PLOW, TRACK MOUNTED

P R O P O S A L

PRINT OR TYPE THE FOLLOWING INFORMATION:

_____
Name of Firm or Corporation

_____
Street Address

_____
City State Zip Code

_____
Telephone Fax No.

Date: _____

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ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

_____

Contract No. _____ Contract Term: ONE TIME BUY

_____
Purchasing Agent

Date: _____

City of Rochester

Bureau of Purchasing

Department of Finance

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

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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

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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.

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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.

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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.

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

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

24. **Notice of Acceptance**: A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the Invitation to Bid shall be deemed to result in a binding contract without further action by either party.

25. **Tie Bids**: If two or more bidders submit identical bids and are equally qualified, the decision of the City to make award to one or more of such bidders shall be final. Selection may be made by drawing lots.

26. **Resident Bidders - Preference**: Price and other factors being equal, preference may be given first to resident bidders of the City, except when in the judgment of the City such purchases would operate to the disadvantage of the City, and selection by drawing lots shall not apply where the tie bids are between a resident and non-resident bidder.

27. **Specific Bid Quantities**: Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for at contract prices all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any 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

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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.

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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 51and 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

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demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

3.The Contractor shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

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

1.The vendor understands that the City has adopted a policy prohibiting contracting for goods or services with a person, firm, or corporation doing business in Northern Ireland, who does not support fair employment without religious discrimination and does not cooperate with agencies monitoring equal opportunity employment.

2. If, because of applicable law, a contract is awarded to a contractor who does not support equal opportunity employment without religious discrimination, the contractor must submit a statement to the Director of Finance detailing the reasons for such nonsupport of fair employment.

40. **Guarantee**: Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship of all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation, workmanship, or materials, the Contractor, at his expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City as least detrimental to the operation of City business.

41. **Placing of Orders**: Orders against contracts will be placed with the Contractor on either a Purchase Order or Blanket Purchase Order executed and released by the Purchasing Agent. Telephone orders placed directly with the contractor by the ordering Agency may be authorized by the Purchasing Agent only after execution of a Blanket Purchase Order.

42. **Provisions for Other Agencies:** Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid that he will make available to all City agencies and departments and the City School District the bid prices he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

DELIVERY PROVISIONS

43. **Responsibility for Materials Shipped and Risk of Loss**: The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated point and received, properly installed if necessary, and accepted by the City and the Contractor shall bear all risk on rejected materials or supplies. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure to do so within ten (10) days after notification, the City may return the rejected materials or supplies to the contractor at his risk and expense, or dispose of them as its own property.

44. **Inspections**: Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be

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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

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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

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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.

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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.

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