



City of Newburgh
City Comptroller's Office

City Hall – 83 Broadway
Newburgh, New York 12550

Tel. (845) 569-7316
Fax (845) 569-7490

Cheryl A. Gross
City Comptroller
cgross@cityofnewburgh-ny.gov

ATTENTION BIDDERS

BID DOCUMENTS

FOR

ONE (1) NEW 2013 HEAVY DUTY REAR LOADING SANITATION TRUCK

FOR THE DEPARTMENT OF PUBLIC WORKS
CITY OF NEWBURGH, NEW YORK

When bidders are either downloading a bid request from the City of Newburgh web site (www.cityofnewburgh-ny.gov / Departments / Comptroller / Bids and RFPs) or receive a current copy from areas other than the City Comptroller's Office, ***Bidders are required*** to contact Elizabeth Garrison, Administrative Assistant to the City Comptroller and place their company name with complete contact information on the City's Bidders List. This will ensure that each Bidder receives any and all Addenda which may apply to the current bid package. Failure to receive all current information could result in your company submitting an inaccurate Bid, which may be disqualified by the City of Newburgh.

Bidders should forward their company name, contact person, telephone/facsimile numbers, email address and the company's physical mailing address (post office box number is not acceptable as FedEx/UPS will not deliver to such should Addenda be issued) to: egarrison@cityofnewburgh-ny.gov



City of Newburgh
Department of Public Works

88 Pierces Road
Newburgh, New York 12550

Tel: (845) 565-3356
Fax (845) 565-3329

George Garrison
Deputy Superintendent

CONTRACT DOCUMENTS

AND

TECHNICAL SPECIFICATIONS

FOR

**ONE (1) NEW 2013 HEAVY DUTY
REAR LOADING SANITATION TRUCK**

BID #: 30.12

**CITY OF NEWBURGH
DEPARTMENT OF PUBLIC WORKS
ORANGE COUNTY, NEW YORK**

DATED: TUESDAY, DECEMBER 25, 2012

BIDS DUE: 11:00 A.M., LOCAL TIME, THURSDAY, JANUARY 10, 2013

**SPECIFICATIONS BECOME AVAILABLE:
WEDNESDAY, DECEMBER 26, 2012**

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NOTICE TO BIDDERS

ONE (1) NEW 2013 HEAVY DUTY REAR LOADING SANITATION TRUCK

for the Department of Public Works
City of Newburgh, New York

The City of Newburgh is requesting sealed bids for One (1) New 2013 Heavy Duty Rear Loading Sanitation Truck in accordance with the specifications on file with the City Comptroller, 83 Broadway – 4th Floor, Newburgh, New York.

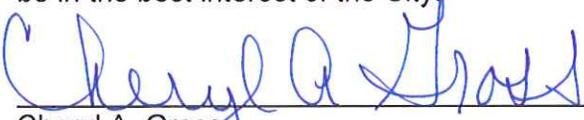
Sealed bids will be received by the City Comptroller in her office at City Hall, 83 Broadway - 4th Floor, Newburgh, New York until 11:00 A.M., prevailing time on Thursday, January 10, 2013 at which time and place bids will be publicly opened and read aloud. Bids shall be submitted in a sealed envelope and clearly marked "Bid for Sanitation Truck".

Specifications may be obtained through the Comptroller's Office in City Hall, by visiting the City's website at www.cityofnewburgh-ny.gov selecting Departments → Comptroller → Bids and RFPs to download, or by contacting Elizabeth Garrison, Administrative Assistant to the City Comptroller, by telephone at (845) 569-7316 or via email at egarrison@cityofnewburgh-ny.gov with full contact information from the requesting Vendor.

Bidders are required to execute a non-collusive bidding affidavit pursuant to section 103d of the General Municipal Law of the State of New York. The City of Newburgh is exempt from payment of Federal and State taxes on all materials supplied to the owner pursuant to this contract. Bids submitted without a non-collusion bidding affidavit will not be considered.

No bid shall be withdrawn for a period of forty-five (45) days subsequent to the opening of the bids without the consent of the City of Newburgh Comptroller.

The award of this bid may be subject to approval by City Council. The City reserves the right to reject any or all bids, or to accept any part of the bid without accepting the whole thereof, or to accept such bid they deem to be in the best interest of the City.



Cheryl A. Gross
City Comptroller

Dated: Tuesday, December 26, 2012

/edg

ADVERTISE: Hudson Valley Black Press, **Wednesday, December 26, 2012**
Mid Hudson Times, **Wednesday, December 26, 2012**
The Sentinel, **Tuesday, December 25, 2012**

"AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER"

INSTRUCTIONS TO BIDDERS

NOTICES, CONDITIONS, AND EVALUATION FACTORS

TO BE CONSIDERED, BIDS MUST BE MADE IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS OF THESE INSTRUCTIONS TO BIDDERS.

1. Receipt and Opening of Bids. The City of Newburgh (herein called "Owner") invites Bids on the forms attached hereto, all blanks which must be appropriately filled in. Bids will be received by the Owner at the office of the City of Newburgh Comptroller until 11:00 a.m., (Local Time) on Thursday, January 10, 2013 at which time and place all Bids will be publicly opened and read aloud. The envelopes containing the original Bids must be sealed, addressed to the:

City of Newburgh
Attn: Cheryl A. Gross, City Comptroller
City Hall – Comptroller's Office
83 Broadway, 4th Floor
Newburgh, New York 12550

and designated by the applicable contract name and number clearly marked as follows:

Bid for Sanitation Truck - Bid #30.12

Late bids will not be accepted. The name and address of Bidder must be marked on the outside of the sealed envelope as well. If forwarded by mail, same shall be required to be clearly marked on envelope used for mailing bid should Bidder utilize the postal, UPS, FedEx, or other courier type service. No Bid may be withdrawn for a period of forty-five (45) days after Bids are opened.

2. Preparation of Bids. Bids must be submitted in accordance with this Request for Bids. Bids must be submitted on the prescribed form attached hereto referenced as pages BF-1 through BF-19. When submitting your bid, none other than these Bid Form pages shall be completed and submitted, not the entire contract document. All blank spaces for Bid prices must be filled in, in ink, in both words and figures, with the unit price for the item or the lump sum for which the proposal is made.

The City of Newburgh is exempt from Federal Excise Taxes and the New York State Sales Tax. Net prices as shown in the Bid shall exclude said Federal and State Tax amounts.

All bids must be submitted in sealed envelopes bearing on the outside the name of the Bidder, his address and the name and number of the project for which Bid is submitted.

If forwarded by mail, the sealed envelope containing the proposal, marked as directed above, must be enclosed in another envelope addressed as specified in the Proposal Form, preferably by FedEx, UPS, Certified or Registered mail.

Any and all SIGNATURES other than the Notary Public's must be signed in blue ink. Each bidder shall furnish all information required by the contract documents. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. The person signing the bid proposal must initial erasures or other changes. Bids or proposals signed by an agent shall be accompanied by evidence of that agent's authority.

Bids by individuals must be signed personally, with name typed below signature, and witnessed. A complete address and trade name must be provided. Bids by partnerships must include the typed names and business address of all partners and the trade name. The bid must be signed by at least one general partner, whose signature must be witnessed. Bids by corporations must include the typed name of the corporation, the State of incorporation, the principal officer of the corporation, and must be signed by the President or Vice-President (or by an officer or agent duly authorized to bind the corporation to a contract, proof of whose corporate authority shall be attached), attested by the Secretary, Assistant Secretary or Treasurer of the corporation.

For each item offered, bidders shall: (1) show the unit price; and, (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule, where applicable. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

Bids for supplies or services other than those specified will not be considered.

Bidders must comply with the time for delivery of supplies or for performance of services, unless otherwise specified in the contract documents. Contract award, for scheduling purposes, is defined as, and understood by the contractor to be, the date and time that the City Council accepts, by Resolution, the bid/or proposal of the successful bidder and directs that a contract be drawn. Furthermore, Notice of Award is the official letter of acceptance forwarded by the City to the successful bidder after contract award.

Bids may not be modified after submittal. Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.

No bid or proposal may be withdrawn or modified later than the specified date and time for bid opening except as provided by applicable law.

3. Bidder's Qualifications. Each Bidder shall submit, on the form furnished and found in the Bid Form, a Statement of Bidder's Qualifications, his/her experience record in constructing the type of improvements, of furnishing materials embraced in this Contract, his/her organization and equipment available for work contemplated. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his/her obligations under the Contract and the Bidder shall furnish the Owner all such additional information and data for this purpose as the Owner may request. The right is reserved by the Owner to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to properly carry out the terms of the Contract.
4. Bid Security. Each bid must be accompanied by a certified check to the order of the City of Newburgh or by a Bid Bond prepared on the form attached hereto, duly executed by the Bidder as the Principal and having as surety thereon a Surety Company approved by the Owner, in an amount not less than five percentum (5%) of the Base Bid. Such certified checks or Bid Bonds will be returned to all except the three lowest formal Bidders within seven (7) days after the opening of bids. The certified checks or Bid Bonds of the three lowest Bidders will be returned forty-eight (48) hours after the Contract has been executed, unless said Bidder has been notified of the acceptance of his Bid.

The certified check or Bid Bond of the successful Bidder will be returned upon successful completion of the Contract. In the event that the successful Bidder fails to comply with the terms of the agreement herein set forth, all or any portion of the security deposit may be retained by the City of Newburgh as liquidated damages.

5. Time for Delivery. Time for completion for the contemplated work will be one hundred sixty (160) calendar days including Saturdays, Sundays and holidays, commencing from the date of the Notice to Proceed letter or purchase order, whichever is dated first. If the last day is a Saturday, Sunday or a Holiday, it would carry over to the next business day. Sanitation truck shall be delivered to the City of Newburgh Department of Public Works, 88 Pierces Road, Newburgh, New York 12550 at no additional expense to the City of Newburgh.
6. Iran Divestment Act. By submission of a Bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

The City of Newburgh reserves the right to reject any Bid from an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

The vendor's signature on the Bid Form will be considered certification that the vendor is in compliance with all aspects of this regulation.

7. Non-Collusion Bidding Affidavit. The City requires that a Non-Collusive Bidding Affidavit be submitted with all bids pursuant to its authority according to the Section 103-d of the State of New York Finance Law. This Non-Collusive Bidding Affidavit, made part of the Bid Form, must be executed in blue ink by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

If a bid is submitted by a joint venture, each party to the venture must be identified in the bid documents, and a Non-Collusive Bidding Affidavit must be submitted separately on behalf of each party.

Failure to file a Non-Collusive Bidding Affidavit in compliance with these instructions will result in disqualification of the bid.

8. Addenda and Interpretations. The Bid documents, Instructions to Bidders and Specifications will be considered clear and complete. No interpretation of meaning of the specifications or other contract documents will be made to any Bidder orally. Every request

for such interpretations shall be made in writing addressed to Superintendent of Public Works George Garrison, Department of Public Works, 88 Pierces Road, Newburgh, N.Y. 12550 or via email at ggarrison@cityofnewburgh-ny.gov and to be given consideration must be received on or before 12:00 PM, prevailing time Monday, December 31, 2012. Replies will be issued as Addenda to the Solicitation to all parties recorded as having received Bid Documents and shall be thereby made a part of the contract documents provided to prospective Bidders. Addenda, if any, will be issued only to those persons whose name and addresses are on record of having obtained the contract documents. Failure of any Bidder to receive such addendum or interpretation shall not relieve any Bidder from any obligation under his Bid as submitted. All addenda so issued shall become part of the contract documents. The City WILL NOT BE RESPONSIBLE for oral clarification and the same shall be without legal effect.

9. Law and Regulations. The Bidder's attention is directed to the fact that all applicable Federal, State and local laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over execution and construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.
10. Determination of Low Bidder. Except where the Owner exercises the right reserved herein to reject any or all proposals, the Contract will be awarded by the Owner to the Bidder who has submitted the lowest responsible Bid determined by the sum of the following:

For a Lump Sum Bid:

Base Bid.

Algebraic sum of alternatives selected by the Owner.

Amount of unit price of work based on estimated quantities given in Bid Form or estimated by Owner.

For a Unit Price Bid:

Sum of unit price work based on estimated quantities given in the Bid Form.

Algebraic sum of alternatives selected by the Owner.

The Contract will be awarded to that responsible Bidder whose Bid, so determined within the Base Bid or Alternate Bids, totals the lowest number of dollars, if said Bidder or Bidders are otherwise satisfactory to the Owner. The Owner reserves the right to waive any informalities in or reject any or all Bids.

The Contractor agrees that the estimated quantities of the classes of materials or work and kinds of material stated in the Proposal are approximate and are to be used only for the purpose of comparing bids offered for the work. The Contractor agrees that he will not hold responsible the Owner and agents should any of the estimated quantities be found not even approximately correct; and that he will make no claim for anticipated profits or for loss of profit, because of a difference between the quantities of work actually done or materials actually delivered and the estimated quantities stated in the Proposal.

Any omissions, alterations, additions, or deductions not called for, conditional or uninvited alternative bids, or irregularities of any kind of the Bid Form shall be cause for rejection of the bid.

11. Safety Standards and Accident Prevention. With respect to all work performed under this Contract, the Contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971 (or latest revision).
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

18. Bid Opening. The time for receiving bids will be declared closed at the advertised time. Bids will be publicly opened, initially reviewed and read aloud in the following manner with the subsequent information, including but not limited to:

- a. The City Comptroller, or his/her designated representative, will state the official time for record of the opening and will inquire if all bids have been turned in from bidders present at opening.
- b. Bid information read aloud will be recorded on a Bid Tabulation Form available to the public after the bid openings have been completed and meeting is closed by a designated representative of the City.
- c. The City Engineer or Department Head will read aloud the name and address of the bidder(s).
- d. If the bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security (bond, certified check or cashier's check), non-conforming Non-Collusive Bidding Affidavit or samples, or fails to properly execute and seal the said documents the bidder in the City's sole discretion may be given 72 hours from the time of the bid opening in which to provide such information to the City.
- e. Bid amount(s) will be read aloud twice for clarification purposes.
- f. Bidders present will be afforded an opportunity to review the bids received and opened at this time. After the meeting is closed, such information must then be requested under the Freedom of Information Law which copies are charged .25¢ per page.
- g. The City has the right to waive any and all informalities.

19. Acceptance, Rejection, or Disqualification of Bids.

- a. The City will award contract(s) to the lowest responsible bidder(s), including full consideration of any alternates which may appear on the Bid Form, meeting all terms,

conditions, and specifications, whose bid(s) is/are considered to be the most economical and in the City's best interests. The City reserves the right, in its sole and absolute discretion, to accept or reject any and all bids or parts thereof.

- b. A bid which is incomplete, obscure, conditional, or which contains additions not called for, or irregularities of any kind, including alterations or erasures, which are not initialed, may be rejected as non-conforming.
- c. The City reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.

20. Execution of Contract. The successful bidder must execute a written contract with the City within ten (10) days after award of the contract. If the successful bidder fails or refuses to execute the formal contract within ten (10) days of the date of Notice of Award letter, the security (Bid Bond) shall be forfeited to and retained by the City as liquidated damages, the award of the contract shall be voided, and all obligations of the City in connection herewith shall be canceled.

Notwithstanding any delay in the preparation and execution of the formal contract agreement, the contractor shall be prepared, upon written Notice of Award, to commence work or supply goods, materials or equipment on the date of execution of contract.

GENERAL CONDITIONS

- | | |
|------------------------|---------------------|
| 1. Definitions. | 4. Indemnification. |
| 2. Specifications. | 5. Guaranty. |
| 3. Time for Completion | 6. Taxes. |

1.0 **DEFINITIONS.**

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.
- 1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.
- 1.5 BONDS - Bid, Performance and Labor and Material Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7 CONTRACT DOCUMENTS - The contract, including Advertisement for Bids, Instructions to Bidders, Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Payment Bond, General Conditions, Supplementary Conditions, Special Provisions, Supplemental Conditions, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, TECHNICAL SPECIFICATIONS, and ADDENDA.
- 1.8 CONTRACT PERIOD - That period of time commencing at the time of the execution of the Agreement and terminating at the end of the Guaranty period.
- 1.9 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.10 CONTRACT TIME - The number of consecutive calendar days stated in the CONTRACT DOCUMENTS for the completion of WORK. Wherein these documents reference is made to the Time for Completion, same shall be understood to be defined as the same as the Contract Time.
- 1.11 CONTRACTOR - The person, firm or corporation with whom the OWNER has executed the Agreement.
- 1.12 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

- 1.13 NOTICE TO PROCEED - Written communication issued by the OWNER, or his authorized representative, to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.14 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.
- 1.15 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.16 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.17 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.18 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.
- 1.19 SUPPLIER - Any person or organization who supplies the materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.20 WORK - All plant, labor, supplies and materials necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.21 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2.0 **SPECIFICATIONS.**

- 2.1 The intent of the SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of and completion of the WORK or furnishing the materials in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the CITY.
- 2.2 The CONTRACT DOCUMENTS are complimentary and what is called for by any one or more of them though not mentioned in the others shall be as binding as if called for by all of them.
- 2.3 Any inconsistencies or ambiguities in the SPECIFICATIONS shall be immediately reported to the CITY, in writing, who shall promptly correct such inconsistencies or ambiguities in

writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

3.0 **TIME FOR COMPLETION.**

3.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED or purchase order, whichever is issued first.

3.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration average climatic and economic conditions and other factors prevailing in the locality of the WORK.

4.0 **INDEMNIFICATION.**

4.1 The CONTRACTOR will indemnify and hold harmless the OWNER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

4.2 In any and all claims against the OWNER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

5.0 **GUARANTY.**

5.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the project resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness.

6.0 **TAXES.**

6.1 The CONTRACTOR will pay all applicable sales, consumer, use and other similar taxes required by the law of the place where WORK is performed.

SUPPLEMENTARY CONDITIONS

PART I

1. **OWNER'S RIGHT TO WITHHOLD PAYMENTS.** The OWNER may withhold from the Contractor as much of any approved payments due him as may, in the judgment of the OWNER, be necessary:
 - A. to assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the WORK; or
 - B. to protect the OWNER from loss due to defective WORK not remedied; or
 - C. to protect the OWNER from suits by private property owners occasioned by damages caused by the failure of the Contractor to confine his operations to areas provided by the OWNER or by the Contractor; or
 - D. to protect the OWNER from loss due to the injury to persons or damage to work or property of other Contractors, subcontractors, or others caused by the act or neglect of the Contractor or of any of his subcontractors. The OWNER shall have the right, as agent for the Contractor, to apply any such amounts so withheld, in such as the OWNER may deem proper, to satisfy such claims or to secure such protection. Such application of monies shall be deemed payments to the account of the Contractor.

SPECIFICATIONS – PART I

I. Specifications for one (1) new 2013 6X4 Heavy Duty Tandem Axle Truck that will have a rear loading refuse body

A. WHEELBASE

1. Shall have a 226" wheelbase, 158.9" cab to trunion 96" center trunion to frame.

B. FRAME RAILS

1. FRAME RAILS: shall be heat treated alloy steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) maximum OAL.
2. FRAME REINFORCEMENT: outer "C" Channel shall be heat treated alloy steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) maximum OAL.
3. BUMPER, FRONT: shall be steel, swept back with lighted guides.
4. FRAME EXTENSION, FRONT: integral; 20" in front of grille, with outer "C" channel reinforcement.
5. Frame assembly, suspension, and major components shall be huck bolted in lieu of threaded bolts, to minimize frame bolt retorquing service.
6. Two stage corrosion resistant primer coating for frame rails shall be used to minimize corrosion from harmful de-icing compounds.

C. FRONT AXLE

1. AXLE, FRONT NON-DRIVING: shall be a Meritor MFS-20-133A Wide Track, I Beam Type, 22,000-lb capacity or acceptable equal.
2. SUSPENSION, FRONT; shall be a SPRING Parabolic, Taper Leaf; 22,000-lb capacity; with rubber auxiliary springs, with shock absorbers.

D. REAR AXLE

1. AXLE, REAR, TANDEM: shall be a Meritor RT-46-164EH single reduction, standard width, 46,000-lb capacity, with driver controlled locking differential in forward rear and rear-rear axle with type 200 wheel ends or acceptable equal.
2. The gear ratio shall be 4.89 and the truck will have a highway speed of at least 68 MPH.
3. Driver controlled locking main differential. The rear axle must be equipped with a safety feature, which shall automatically disengage the locking differential at a speed of approximately 20 MPH.

E. BRAKES

1. AIR BRAKES: shall be a Bendix antilock brake system full vehicle wheel control system (4-channel) or acceptable equal.

2. BRAKES, FRONT: shall be AIR CAM 16.5" x 6", with 24 sq. in. long stroke brake chambers.
3. BRAKES, REAR: shall be AIR CAM S-Cam; 16.5" x 7.0"; with 30/30 sq. in. long stroke brake chamber and spring actuated parking brake.
4. AIR DRYER: shall be Meritor Wabco System Saver 1200 with heater or acceptable equal.
5. AIR COMPRESSOR: shall be a Bendix 15.9 CFM capacity, single cylinder or acceptable equal.
6. DRAIN VALVE: shall be a Bendix DV-2 automatic with heater for air tank or acceptable equal.
7. Front and rear dust shields shall be provided.
8. All air tanks for the chassis brake system shall be constructed of aluminum rather than steel to minimize corrosion due to exposure to corrosive elements.

F. STEERING

1. STEERING GEAR: shall have two (2) Sheppard M-100/HD94 dual power gears or acceptable equal.
2. Steering system shall include dual power gears to provide maximum torque to steering arms. A single gear and slave cylinder is not acceptable.
3. STEERING COLUMN: shall be tilting.

G. EXHAUST

1. EXHAUST SYSTEM: shall be a single, horizontal, after-treatment device frame mounted, right side back of cab, with vertical tail pipe and guard.
2. TAIL PIPE: shall have one (1) turn back type, non-bright, for single exhaust.
3. EXHAUST HEIGHT: shall be a maximum of 11' 6".
4. EXHAUST: shall be frame mounted to minimize noise and vibration from being transferred to the cab structure. Cab mounted exhaust will not be accepted.

H. ELECTRICAL

1. ALTERNATOR: shall be a Bosch LH160 Brush Type, 12 Volt 160 Amp. Capacity, pad mount or acceptable equal.
2. BATTERY SYSTEM: shall be maintenance-free, with a minimum of three (3) 12-Volt 1950CCA batteries.
3. Shall have flush fender mounted front turn signals with reflectors and auxiliary side turn signals.
4. Shall have a AM/FM radio and an electric horn

5. Shall have an air horn mounted behind front bumper right side.
6. Two-way radio wiring effects with 20 amp fuse protection shall be provided.
7. Circuit breakers with manual reset SAE type III with trip indicators shall be provided.
8. REMOTE POWER MODULE: shall be mounted inside cab behind driver seat, with a minimum of six (6) outputs and six (6) inputs, maximum 20 amp per channel, maximum 80 amp total with one (1) switch pack with latched switches.
9. BODY BUILDER WIRING: shall be back of cab at left frame; shall include sealed connectors for tail/amber turn/marker/ backup/accessory power/ground and sealed connector for stop/turn.
10. CHASSIS PROGRAMING: shall be completed by the successful bidder to meet body manufacturer's specifications.
11. All lighting shall be supplied as required by ICC and New York State vehicle and traffic laws.
12. WINDSHIELD WIPERS: shall be intermittent cowl mounted, automatically forced to slowest intermittent speed when the park brake is set and wipers left on for a predetermined time.
13. Vehicle shall have an exterior light test system to aid driver with Pre-Trip Inspections. Engaging light inspection switch will sequentially flash all exterior vehicle lights, except back up lights while operator completes safety inspection.
14. Vehicle shall be equipped with an alarm system to warn the operator when leaving the vehicle and the parking brake has not been set. The parking brake alarm will sound the electric horn in a repetitive manner when vehicle's park brake is "NOT" set, with ignition "OFF" and door is opened.
15. Electrical fuse /circuit breaker panel shall be located inside the cab to prevent exposure to corrosive elements.
16. Daytime running lights shall be provided to enhance visibility of the vehicle to oncoming traffic.

I. FRONT END

1. Shall have a three (3) piece tilting fiberglass hood.
2. Shall have a multi-piece hood construction so fenders are replaceable, independent of hood.
3. Shall have a fiberglass hood hatch on the left side of the hood with access to all dipsticks to check engine fluid levels.

4. Shall have a stationary grille.
5. Shall have a bug screen mounted behind the grille.

J. CAB

1. Shall be conventional steel 107" bumper to back of cab, 95.2" fender width.
2. Shall have a vinyl driver air suspension seat, high back with integral headrest.
3. Shall have a two-man passenger seat. Mid back, fixed back, vinyl with under seat storage.
4. Three (3) point seat belts shall be provided.
5. Deluxe interior trim with climate controlled cab shall be provided.
6. Shall have rectangular 7.44" x 14.84" heated mirrors with breakaway brackets, 102" wide spacing and 7.44" convex mirrors on both sides.
7. Shall have a minimum of five (5) clearance marker lights, flush mounted.
8. Shall have a black rubber floor covering.
9. Interior GRAB HANDLES: shall have one (1) "A" pillar mounted on right side (passenger) and two (2) "B" pillar, one on each side shall be provided.
10. Exterior GRAB HANDLE: shall be chrome, towel bar type with anti-slip rubber inserts, for cab entry mounted left side only at "B" pillar.
11. Cruise control switches shall be mounted on the steering wheel.
12. Interior cab height from highest position on cab floor to roof interior shall measure not less than 51".
13. Air ride cab suspension shall be provided to isolate cab and operators from harsh road conditions.
14. Shall have operable vent windows.
15. PEDALS: All pedals, including throttle and brake, shall be suspended rather than floor mounted.

K. GAUGES AND WARNING SYSTEM

1. Gauge cluster shall be English with English electronic speedometer; odometer display shall include miles, trip miles, engine hours, trip hours, and fault code read out.
2. Gauge cluster gauges shall be electronic and consist of one (1) of each gauges: engine oil pressure, water temperature, fuel level, tachometer, and voltmeter. Instrument panel shall be a center section flat panel.

3. Shall have a visual and audible low fuel, low oil pressure, high engine coolant temperature, and low battery voltage warning system.

L. ENGINE

1. ENGINE: shall have an electronically controlled in line 6-cylinder diesel engine with a minimum of 12.4 liter displacement. Engine shall have a minimum of 430 HP @ 1700 RPM, 1550 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 430 Peak HP (maximum); shall be a wet replaceable cylinder sleeved engine; twin turbo charged; shall feature an electronic governor, electronic locking throttle and electronic cruise control.
2. Engine shall not require the use of diesel exhaust fluid.
3. ENGINE COMPRESSION BRAKE: shall be a Jacobs with Selector Switch and On/Off Switch or acceptable equal.
4. Remote mounted engine control with body builder provision for body builder installation of PTO with ignition switch control shall be provided.
5. Shall have a front PTO provision adapter plate on engine front mounted.
6. RADIATOR: shall be aluminum, welded, front to back cross flow system, 1593 sq. in., 1929 sq. in. dual CAC, 1548 sq. in. Three (3) Core LTR. Access shall be provided under the radiator and under the fan blades for a universal flange adapter for front engine PTO shaft. The flange adapter is to be provided. Modification to factory installed radiator after delivery, or pass through radiator is not acceptable.
7. All cooling and heating hoses shall be silicone; no exceptions.
8. ENGINE BLOCK HEATER: shall be a Phillips 120 Volt/1500 Watt or acceptable equal.

M. FUEL TANK

1. FUEL TANK: shall be top draw, D-style, non polished aluminum, 19" deep, 70 U.S. gal., 265 L capacity, with Quick Connect Outlet, mounted left side, under cab.
2. FUEL LINES: shall be nylon tubing with O-rings snap on quick connect fittings at both ends.
3. FUEL/WATER SEPARATOR: shall be a Davco Fuel Pro 382 with Fuel Heated Fuel Heater, Thermostatic Fuel Temperature Control, mounted in standard position, with Water-In-Fuel light or acceptable equal.

N. TRANSMISSION

1. TRANSMISSION: shall be a Allison Automatic 4500-RDS-P 4th Generation Controls, wide ratio, 5-speed, with overdrive, refuse option, shall include oil level sensor, with PTO Provision, Less Retarder or acceptable equal.
2. TRANSMISSION OIL: shall be synthetic.

3. Automatic transmission shift control shall be the "T" handle type to facilitate frequent direction changes in residential areas.
4. Allison transmission electronic control module shall be relocated to inside the cab and up off the floor to minimize exposure to corrosive elements.

O. WHEELS AND TIRES

1. FRONT: shall have two (2) 22.5 painted steel 10-stud piloted hub, flanged nut metric mount, 12.25 dc rims with steel hubs, with 385/65R22.5 18 ply Highway tread tires on front.
2. REAR: shall have eight (8) 22.5 painted steel 10-stud piloted hub, flanged nut metric mount, 8.25 dc rims with steel hubs, with 12R22.5 16 ply Mud and Snow tires on the rear dual axles.
3. SPARE RIMS, FRONT: two (2) 22.5 painted steel 10-stud piloted hub, flanged nut metric mount, 12.25 dc rims with steel hubs.
4. SPARE RIMS, REAR: two (2) 22.5 painted steel 10 stud piloted hub, flanged nut metric mount, 8.25 dc rims shall be provided.
5. Rims shall be painted white.

P. PAINT

1. Paint color shall be Omaha Orange. The truck cab, hood and fenders shall be painted with the factory applied paint color and sealed with a clear coat finish to protect the paint from fading, and minor scratches.

Q. PARTS AND SERVICE INFORMATION

1. PARTS & SERVICE INFORMATION: shall be web based access to VIN specific parts and service information required for a period of not less than two (2) years, including warranty information, parts and service manuals for the engine and truck chassis, wiring diagrams, and VIN specific "as built" components.
2. SERVICE MANUALS: shall be provided on DVD data disc to City of Newburgh by successful Bidder upon delivery of vehicle.

R. SERVICE TOOLS

1. Successful Bidder shall provide minimum of one (1) year of ServiceMaxx Software electronic service tool, or acceptable equal and included in Bid price.

Part I – Additional Alternate:

1. **EXTENDED WARRANTY:** Successful Bidder shall provide a minimum of sixty (60) months / 100,000 miles / 3,600 hours warranty service extending the original manufacturer's warranty which shall cover the engine, electronics and injectors.

SPECIFICATIONS – PART II

II. Specifications for one (1) new Heavy Duty High Compaction 25 Cubic Yard rear loading Refuse Body

A. GENERAL

1. It is required that the refuse body specified herein shall be completely assembled, painted and mounted on chassis specified under Part I, ready for operation.
2. Refuse body shall be a minimum of 25 cubic yards exclusive of the hopper.
3. Refuse body shall be capable of packing a minimum of 1,000 pounds per cubic yard based on average household refuse.
4. Refuse body shall meet all applicable ANSI Z-245.1 safety standards.

B. BODY CONSTRUCTION

1. The roof and side sheets shall be one piece, with a minimum of 11 gauge 80,000-PSI yield strength steel throughout with no seams.
2. Roof and sides shall be joined together by a one-piece formed corner, with a minimum of ¼", 50,000 PSI yield strength steel.
3. Body sides and roof shall be a curved design. A 6" x 2" rear body support connected to the top roof channel shall be supplied.
4. Body must incorporate a longitudinal center floor trough running the entire length of the body. The floor trough shall be a minimum of 5/16", 50,000-PSI yield strength steel.
5. The floor sheets shall be a minimum of ¼", 50,000-PSI yield strength steel. The floor sheets shall have a 3" tall-formed flange that ties into side sheets.
6. The floor support braces shall be a minimum of ½" x 6", 36,000-PSI yield strength steel, braces shall run from center floor trough outward.
7. A steel side access door shall be located at the left front corner of the body at floor level, door shall be a minimum of 30" x 32.5" and must slide rearward and incorporate latch and locking mechanism.

C. BODY DEMENSIONS

1. The inside height from bottom of floor trough to center of roof sheet shall be no less than 90-7/8".
2. The overall height of body above the chassis frame shall not exceed 93-1/2" (no mounting sills).

3. The maximum inside width shall be no less than 90".
4. The outside width shall be no more than 96".

D. EJECTION SYSTEM

1. Unloading shall be by full ejection method only. Dumping or rising of the body is not acceptable.
2. The ejection cylinder shall be a telescopic multiple stage. A variable (adjustable) externally piloted resistance valve which controls packing density and cylinder retraction shall be incorporated in the ejector panel / tailgate lift two-spool valve assembly. No portion of the ejector force shall be directed toward the body floor (downward).
3. The telescopic ejection system hydraulic cylinder must angle upward from its front mounting location to avoid force being directed into the floor. The case end of the hydraulic cylinder shall be attached to the ejection panel with full style bearing housings for easy removal and be secured approximately half way up the panel to counter the tipping force applied to the ejection panel by the tailgate packing mechanism. Telescopic ejection cylinders mounted downward or horizontally are not acceptable.
4. The ejector panel face sheet shall be a minimum of 3/16", 50,000-PSI yield strength steel. The panel must withstand the packing mechanism forces and the ejection of highly compacted refuse.
5. The ejector panel shall travel the full length of the body and shall be equal in area to the cross section area of the body.
6. The ejector panel shall be designed to act as a bulkhead against which refuse is compressed and incorporate a diamond shaped deflector structure, which enhances compaction by directing material entering from packing mechanism toward the upper corners of the body.
7. The ejector panel shall travel on four 10-1/2" long poly shoes on the lower panel guide and four 9-7/8" long poly shoes on the upper panel guide. These guide shoes shall be replaceable without removing the ejection panel from body. At no time shall any portion of the ejector panel when in the rear most position extend beyond the plane of the rear body opening.

E. TAILGATE

1. The tailgate shall be top hinged to the body at the roofline utilizing cast steel hinges. Tailgate shall be raised for load ejection by two (2) 4" bore single acting RAM style cylinders mounted on the outside of the tailgate. Cylinders shall contain a restricting mechanism to prevent rapid decent of the tailgate and be manufactured with chrome-plated rods for added durability. Tailgate shall be fully enclosed to eliminate seeping and spillage.

2. The tailgate shall be held in the closed position by two (2) double lead thread screw clamps, one (1) on each side of the tailgate. Clamps shall be equipped with a fast spin handle.
3. Two (2) tailgate props (one on each side) externally mounted shall be furnished. Tailgate shall have a minimum of a 24" opening while in propped position.
4. An extruded rubber gasket shall be affixed to the tailgate to provide a watertight seal between the body and tailgate. Sealing shall be effective up to a minimum of 49".
5. Bolt-on riding steps shall be provided, one on each side of the tailgate. The steps shall be made of a grip-strut open grate material and allow for a 4" vertical adjustment. Step shall comply with ANSI standards. A minimum of 1" in diameter grab handles shall be provided and be located in a convenient place for rider safety.
6. The tailgate shall be equipped with a tailgate ajar warning switch with an indicator light in cab to alert driver that the tailgate is not completely closed. The tailgate ajar light and switch shall comply with ANSI safety standards.
7. Tailgate top sheets shall be two-piece poly and be secured by quick release fasteners.
8. The tailgate-loading sill shall be 5" below the chassis frame after mounting. A tailgate deflector plate shall be provided.

F. HOPPER

1. Hopper floor shall be a minimum of ½", 100,000 PSI yield strength steel. Liners are not acceptable.
2. The hopper sides shall be a minimum of ¼", 50,000-PSI yield strength steel.
3. The inside hopper width shall be a minimum of 80".
4. The hopper opening shall be a minimum of 80" wide x 56" high.
5. The hopper capacity shall be 3.5 cubic yards minimum.
6. The total cycle time shall not exceed 24 seconds.
7. The hopper bottom shall incorporate a minimum of three (3) external longitudinal flat bar reinforcing members. Each bar shall be ½" thick x 4" wide.

G. PACKING MECHANISM

1. The packer face plate shall be a minimum of ¼", 80,000-PSI yield strength steel.
2. The carrier faceplate shall be a minimum of 3/16", 50,000-PSI yield strength steel.
3. A minimum of two (2) double acting, single stage, induction hardened, cushioned 5.5" bore *packer* plate cylinders shall be provided.

4. A minimum of two (2) double acting, single stage induction hardened, cushioned 5.5" bore *carrier* plate cylinders shall be provided.
5. The packer and carrier plate cylinders shall be mounted inside the tailgate. All four (4) cylinders shall be interchangeable with each other.
6. The packing plate shall compact material into the body against the ejector panel, *not* into the forward portion of the hopper.
7. The upper carrier plate shall utilize rollers versus slides for easy movement. Rollers shall be 5" in diameter made from forged 4150 steel induction hardened to 57-60 Rockwell "C" and have grease fittings accessible from external roller access openings.
8. When the packing mechanism reaches the interrupt position, the packer plate must stop approximately 16" above the loading sill to avoid a pinching action. The packing control handles must then be reactivated to complete the cycle. The packing control handles must be able to stop or reverse the packing mechanism at any position in the cycle.
9. The packing plate shall be protected from overload by a independent packer (load edge stress sensing) circuit relief valve located at the operating valve.

H. HYDRAULIC SYSTEM

1. Hydraulic pump shall be a front mounted spur gear type with wear compensating side plates using hydraulic pressure to keep them properly tensioned and positioned to maintain a consistent fluid flow rate.
2. Hydraulic pump capacity shall have a minimum flow of 42 gallons per minute at 1200 RPM.
3. A factory sealed relief valve shall be set at a maximum of 2300 PSI.
4. There shall be an internally mounted 141-micron (100 mesh) suction strainer with built-in by-pass. A 10-micron filter with visual indicator to show when the filter is in by-pass mode shall be supplied.
5. The hydraulic oil reservoir shall be located on the curbside, mounted on the body floor, and have an oil sight gauge located for easy viewing. The reservoir shall have a combination filter/breather cap with 10-micron air filtration.
6. The hydraulic oil reservoir shall supply adequate capacity to operate all functions at a 15% (fifteen percent) grade.
7. The hydraulic system shall contain the following cylinders:
 - A. Two (2) packer plate and two (2) carrier plate cylinders shall be double acting cushioned with a minimum of a 5-½" bore and 30-5/16" stroke. These four cylinders shall have fully welded hydraulic fittings and must be interchangeable with each other. The cylinder rods shall be chrome-plated induction hardened to a minimum of 55 Rockwell "C".

- B. Two (2) tailgate lift cylinders shall be single acting "RAM style", with a minimum of a 4" bore and 32-11/16" stroke.
 - C. One (1) three stage telescopic ejection cylinder with a minimum of a 6", 5", 4" bore with a 110" stroke.
 - D. All cylinders shall be chrome-plated to increase durability and shall operate without direct contact of collected refuse.
- 8. Hydraulic hose construction shall be SAE approved with a minimum burst pressure of four times the working pressure. All hydraulic connections shall be O-ring face seals. No JIC or pipe fittings in high-pressure or return lines.
 - 9. All hydraulic tubing shall be zinc and yellow chromate plated, and shall pass a 100 hour salt spray.
 - 10. A manually operated control valve assembly utilizing direct mounted handles for ejection and tailgate lift shall be provided. This valve shall be located at the left front corner of the body. The valve shall incorporate the main system relief valve, which is set and sealed at a maximum pressure of 2300 PSI.
 - 11. At no time shall control handles be inaccessible due to chassis components or configuration.
 - 12. The packing mechanism-operating valve shall be a two-spool stack style hydraulic valve and incorporate self-contained pressure release detent and cap assemblies.
 - 13. For ease of access, the valve assembly shall be located at the right hand side of the tailgate. The hydraulic valve work ports shall point upward for ease of service. All hydraulic lines going to the main valve shall be isolated by bulkhead style connections from all moving hydraulic lines.

I. CONTROLS

- 1. The manually operated controls for the packing mechanism shall be located on the curbside at the rear of the tailgate. An automatic throttle advance shall be provided. The dual lever control shall have the capability of starting, stopping and reversing the packing mechanism. To avoid possible damage from rubbish, the dual lever control rods shall be located outside the hopper.
- 2. A push button switch that activates a buzzer in the cab shall be provided on both sides of the tailgate to signal driver.
- 3. The tailgate lift and ejector controls shall be complete with a manually operated engine speed-up switch and shall be located at the left front corner of the body.
- 4. PTO pump controls shall be mounted in cab.

J. HEAVY DUTY PACKER PLATE

1. The packer plate shall be designed for heavy-duty commercial use.
2. The packer faceplate shall be a minimum of ¼", 80,000 PSI yield strength steel with 3/16" heavy-duty reinforcing channels.
3. A formed channel 10" wide x 7-9/16" high minimum shall run between the two packer panel cylinder towers.
4. A minimum of two (2) additional formed steel channels shall run from the 10" wide channel to the packer plate cutting edge.

K. COMMERCIAL TAILGATE WELDMENT

1. Hopper bottom shall be a minimum of ½". Liners are not acceptable.
2. Partition sheet shall be a minimum of 3/16" grade 80.
3. Two (2) right side and two (2) left side filler angles shall be provided.
4. One (1) right side and one (1) left side hub channels shall be provided.

L. HYDRAULIC CONTAINER LIFT ATTACHMENT

1. A container push bar attachment shall be mounted to tailgate with a minimum lift capacity of 3,000 pounds.
2. A set of container latches and ears for securing the container while being dumped into the hopper shall be installed to sides of hopper.
3. An adjustable container stop bar, top light guard shall be provided.
4. A single lever control for the container lift shall be mounted to the rear curbside of unit.

M. LIGHTING AND ELECTRICAL

1. Body lighting shall comply with FMVSS#108 regulations.
2. Body wiring shall be color coded and labeled in an enclosed pre-assembled sealed harness to meet SAE spec J2202. All junction locations shall be located so no overhead access is required.
3. For maximum visibility, a light panel above the hopper shall be provided. Panel shall consist of two (2) 4" red stop/tail lights, two (2) 4" amber turn signal lights, three (3) red individual I.D. lights, and one (1) license plate bracket with light. All lights shall be grommet mounted LED.
4. Two (2) rubber mounted LED hopper lights shall be provided and operate with separate switch in cab.

5. Emergency lighting shall consist of two (2) 4" amber LED strobe lights recessed in light panel above hopper, one (1) Whelen Micro Edge MCSLED2 Super-LED or acceptable equal shall be mounted to front center of body above chassis cab and operate with separate switch in cab.
6. A back-up alarm conforming to current ANSI standards shall be provided. The alarm must sound when tailgate is not closed.

N. PAINT

1. All metal burs, weld residue and rough areas shall be ground off to a clean, smooth surface.
2. All body surfaces shall be thoroughly washed with an iron-phosphate based steam cleaning solution.
3. A coat of two-part epoxy, rust-inhibiting primer shall be applied to all metal surfaces.
4. A high gloss two-part polyurethane topcoat shall be applied. Color shall be Omaha-Orange. The top finish coat shall be baked on.

O. MANUALS AND SAFETY EQUIPMENT

1. Two (2) parts and two (2) service and operation manuals shall be provided to the City of Newburgh by successful Bidder.
2. One (1) DOT approved fire extinguisher shall be provided and mounted in chassis cab prior to delivery of Vehicle to the City of Newburgh.
3. One (1) Safety Vision # SV-CLCD-56BA color rear vision camera system with a minimum of a 5.6" flat screen monitor, or acceptable equal, to be installed in Vehicle prior to delivery to City of Newburgh.

P. MOUNTING

1. Mounting shall incorporate floating rear mounts, spring supported front mounts, with integral lateral restraints. Rubber mud flaps shall be provided in front of tandems.

Q. WARRANTY

1. A minimum of one (1) full year warranty on parts and labor shall be provided commencing on date completed Vehicle is delivered to the City of Newburgh.

BID FORM

Bidder's Name

Mailing Address

Street Address

City/State/Zip

Telephone Number

PROPOSAL REPRESENTATION OF BIDDER

Pursuant to Section 103-d of the General Municipal Law of the State of New York, the undersigned in connection with the annexed bid to the City of Newburgh, does hereby affirm under penalty of perjury as follows:

- (a) By submission of this Bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a point bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:
1. 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;
 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 by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
 3. No attempt has been made 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.
- (b) A bid shall not be considered for award nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the City of Newburgh or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

- (c) The Bidder/Contractor represents and warrants:
1. That he/she is financially solvent and that he/she is experienced in and competent to perform the type of work, and to furnish the plant, materials, supplies, and equipment, to be so performed or furnished by him/her;
 2. That he/she is familiar with all Federal, State, County, and municipal laws, ordinances, and regulations which may in any way affect the work or those employed therein, including, but not limited to, any special acts relating to the work or the project of which it is a part; and,

BID FORM

3. That such temporary and permanent work required by the Contract Documents as is to be done can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any person or damage any property.

Any bid hereafter made to the City of Newburgh or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for the following project: **One (1) New 2013 Heavy Duty Rear Loading Sanitation Truck** and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted _____ Corporation at a meeting of its Board of Directors held on the _____ day of _____, 20__.

SEAL OF CORPORATION

Secretary

Bidder

Dated: _____

BID FORM

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within forty-five (45) days after the date of opening of the bids, or at any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) days after the date of such notification transmitted by mailing, telegraphing or delivering, execute an Agreement in the presence of the Owner in the form of Agreement included in the Contract Documents.

The undersigned hereby designates as his/her office to which such notice of acceptance and any other correspondence may be mailed, telegraphed or delivered, such address as shown on the first page of this Proposal, unless other notification is made by Certified Mail (return receipt) to the Owner and Engineer.

The bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Dated: _____ (**)

By: _____

Address: _____

(**Insert Bidder's name. If a corporation, give the State of incorporation, using the phrase "a corporation organized under the laws of _____".

If a partnership, give names of partners, using also, the phrase "co-partners trading and doing business under the firm name and style of _____".

If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the firm name of _____".

NOTE: Bidder should date and sign the proposal, give his address and insert necessary information covering Bid Bond or certified check. Show price for every item, both in writing and in figures, carry out and add extensions. The written amount will control in case of discrepancy.

In the case of discrepancy in the bidder's extensions and/or total, the computed total of the Comptroller shall govern.

BID FORM

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data must be clear and comprehensive. This statement must be notarized. The Bidder may submit any additional information he/she desires.

1. NAME OF BIDDER: _____

2. PERMANENT MAIN OFFICE ADDRESS: _____

3. WHEN ORGANIZED: _____

4. IF A CORPORATION, WHERE INCORPORATED: _____

5. HOW MANY YEARS HAVE YOU BEEN ENGAGED IN CONTRACTING UNDER YOUR PRESENT FIRM OR TRADE NAME: _____

6. CONTRACTS ON HAND (SCHEDULE THESE, SHOWING THE GROSS AMOUNT OF EACH CONTRACT AND THE APPROPRIATE ANTICIPATED DATES OF COMPLETION):

7. GENERAL CHARACTER OR WORK PERFORMED BY YOU: _____

8. HAVE YOU EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? IF SO, WHERE AND WHY? _____

9. HAVE YOU EVER DEFAULTED ON A CONTRACT? IF SO, WHERE AND WHY? _____

10. LIST THE MORE IMPORTANT CONTRACTS RECENTLY COMPLETED BY YOU, STATING APPROXIMATE GROSS COST FOR EACH, AND THE MONTH AND YEAR COMPLETED:

BID FORM

11. LIST YOUR MAJOR EQUIPMENT AVAILABLE FOR THIS CONTRACT: _____

12. EXPERIENCE IN WORK SIMILAR IN IMPORTANCE TO THIS PROJECT: _____

13. BACKGROUND AND EXPERIENCE OF THE PRINCIPAL MEMBERS OF YOUR ORGANIZATION INCLUDING THE OFFICERS: _____

14. GIVE BANK REFERENCES: _____

Bidder's Signature: _____ Dated: _____

State of _____)
County of _____)

On this _____ day of _____, 20__ before me personally appeared _____ to me known to be the Individual(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

AFFIX NOTARY STAMP/SEAL BELOW

Notary Public

My commission expires: _____

EACH PROSPECTIVE BIDDER SHALL INCLUDE WITH THE PROPOSAL (BID) FORMS INFORMATION, OR LETTER(S) FROM A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF NEW YORK, TO AUTHENTICATE THE ABILITY TO OBTAIN THE REQUIRED PERFORMANCE AND LABOR AND MATERIALS BONDS.

Contractor's Specification Compliance Form
 Department of Public Works
 Newburgh, New York

Part I: One (1) New 2013 6X4 Heavy Duty Tandem Axle Truck

SPEC SECTION		COMPLIANCE		NATURE OF NON-COMPLIANCE
		YES	NO	
A. WHEELBASE				
1				
B. FRAME RAILS				
1				
2				
3				
4				
5				
6				
C. FRONT AXLE				
1				
2				
D. REAR AXLE				
1				
2				
3				
E. BRAKES				
1				
2				
3				
4				
5				
6				
7				
8				
F. STEERING				
1				
2				
3				
G. EXHAUST				
1				
2				
3				
4				

Part I: One (1) New 2013 6X4 Heavy Duty Tandem Axle Truck

SPEC SECTION		COMPLIANCE		NATURE OF NON-COMPLIANCE
		YES	NO	
H.	ELECTRICAL			
	1			
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
	13			
	14			
	15			
	16			
I.	FRONT END			
	1			
	2			
	3			
	4			
	5			
J.	CAB			
	1			
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			

Part I: One (1) New 2013 6X4 Heavy Duty Tandem Axle Truck

SPEC SECTION	COMPLIANCE		NATURE OF NON-COMPLIANCE
	YES	NO	
12			
13			
14			
15			
K. GAUGES AND WARNING SYSTEM			
1			
2			
3			
L. ENGINE			
1			
2			
3			
4			
5			
6			
7			
8			
M. FUEL TANK			
1			
2			
3			
N. TRANSMISSION			
1			
2			
3			
4			
O. WHEELS AND TIRES			
1			
2			
3			
4			
5			
P. PAINT			
1			
Q. PARTS AND SERVICE INFORMATION			
1			
2			
R. SERVICE TOOLS			
1			

Part II: One (1) New Heavy Duty High Compaction 25 Cubic Yard Rear Loading Refuse Body

SPEC SECTION		COMPLIANCE		NATURE OF NON-COMPLIANCE
		YES	NO	
A. GENERAL				
1				
2				
3				
4				
B. BODY CONSTRUCTION				
1				
2				
3				
4				
5				
6				
7				
C. BODY DEMENSIONS				
1				
2				
3				
4				
D. EJECTION SYSTEM				
1				
2				
3				
4				
5				
6				
7				
E. TAILGATE				
1				
2				
3				
4				
5				
6				
7				
8				

Part II: One (1) New Heavy Duty High Compaction 25 Cubic Yard Rear Loading Refuse Body

SPEC SECTION		COMPLIANCE		NATURE OF NON-COMPLIANCE
		YES	NO	
F. HOPPER				
	1			
	2			
	3			
	4			
	5			
	6			
	7			
G. PACKING MECHANISM				
	1			
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	9			
H. HYDRAULIC SYSTEM				
	1			
	2			
	3			
	4			
	5			
	6			
	7A			
	7B			
	7C			
	7D			
	8			
	9			
	10			
	11			
	12			
	13			

Part II: One (1) New Heavy Duty High Compaction 25 Cubic Yard Rear Loading Refuse Body

SPEC SECTION		COMPLIANCE		NATURE OF NON-COMPLIANCE
		YES	NO	
I. CONTROLS				
1				
2				
3				
4				
J. HEAVY DUTY PACKER PLATE				
1				
2				
3				
4				
K. COMMERCIAL TAILGATE WELDMENT				
1				
2				
3				
4				
L. HYDRAULIC CONTAINER LIFT ATTACHMENT				
1				
2				
3				
4				
M. LIGHTING AND ELECTRICAL				
1				
2				
3				
5				
6				
N. PAINTING				
1				
2				
3				
4				
O. MANUALS AND SAFETY EQUIPMENT				
1				
2				
3				
P. MOUNTING				
1				
Q. PARTS AND SERVICE INFORMATION				
1				

BID FORM

Bidder's Name

Mailing Address

Street Address

City/State/Zip

Telephone Number

PROPOSAL (Form of Bid)

BASE BID

For: City of Newburgh
To: One (1) New 2013 Heavy Duty Rear Loading Sanitation Truck

Pursuant to and in compliance with your Advertisement for Bids and the Instructions for Bidders relating hereto, the undersigned hereby offers to furnish all plant, labor and materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the **One (1) New 2013 Heavy Duty Rear Loading Sanitation Truck**, as required by and in strict accordance with the applicable provisions of the Contract Drawings, of the Contract Documents and Specifications entitled "**One (1) New 2013 Heavy Duty Rear Loading Sanitation Truck**" and of all addenda issued by the Owner and mailed to the undersigned by certified mail with return receipt requested prior to the date of opening of Bids, whether received by the undersigned or not, for the following prices:

Item No.	Quantity	Classification	Unit Price/Dollars/Cents
1	One (1)	New 2013 Heavy Duty Rear Loading Sanitation Truck, including delivery, mounting, warranty, complete.	Write out in numbers. \$ _____ Per Unit Each

TOTAL BASE BID

Item 1 (inclusive) \$ _____ . _____
Written out in **figures** for dollars..... ..cents

_____ Dollars
Written out in **words**

and _____ Cents
Written out in **words**

BID FORM

Additional Alternate – Part I

Item No.	Quantity	Classification	Unit Price/Dollars/Cents
Addt'l Alt. #1	One (1)	Extended Warranty for Sanitation Truck, minimum of sixty (60) months / 100,000 miles / 3,600 hours warranty service covering engine, electronics and injectors.	Write out in numbers. \$ _____.

TOTAL ADDITIONAL ALTERNATE #1 BID

Item Additional Alternate #1 (inclusive) \$ _____ . _____
 Written out in **figures** for dollars..... ...cents

_____ Dollars
 Written out in **words**

and _____ Cents
 Written out in **words**

BID FORM

PLEASE TAKE NOTE

**IF YOU CHOOSE TO SUBMIT A BID
BOND IN LIEU OF A CERTIFIED CHECK,
THE BID BOND MUST BE ON THE FORM
PROVIDED BY THE CITY OF NEWBURGH.**

BID FORM

FORM OF BID BOND (P.1)

KNOWN ALL MEN BY THESE PRESENTS:

THAT _____ OF _____, as Principal; and
_____, as Surety are hereby held and firmly
bound unto the CITY OF NEWBURGH, NEW YORK in the penal sum of
_____ Dollars for the payment of which sum, well and truly to be
made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns.

WHEREAS, the said Principal is herewith submitting its proposal to enter into a Contract in
writing for **One (1) New 2013 Heavy Duty Rear Loading Sanitation Truck**.

THE CONDITION OF THIS OBLIGATION is such that:

- (a) If said proposal shall be rejected, or, in the alternate,
- (b) If the aforesaid Principal shall be awarded the Contract, the said Principal will, within the
time required, execute and deliver a Contract in the Form of Contract attached hereto and
shall furnish good and sufficient bond to secure the performance of the terms and conditions
of the Contract, then this obligation to be void; otherwise the Principal and Surety will pay
unto the CITY OF NEWBURGH, N.Y., the amount of penal sum hereof as liquidated
damage for failure of the Principal to execute the Contract and/or to comply with all the
statutory provisions relating thereto.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its bond shall be in no way impaired or affected by an extension of the time within which
the Principal may accept such Contract; and said Surety does hereby waive notice of such
extension.

BID FORM

FORM OF BID BOND (P.2)

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and those presents to be signed by their proper officers, the day and year set forth below.

Signed, Sealed and Delivered:

This _____ day of _____, 200__

(Principal) (SEAL)

By _____

(Surety) (SEAL)

By _____

BID FORM

FORM OF CONSENT OF SURETY LETTER

To be submitted on Surety's letterhead

Date: _____

TO: City of Newburgh

RE: Bid of _____
(Name and Address of Contractor)

FOR: One (1) New 2013 Heavy Duty Rear Loading Sanitation Truck
(Project)

BIDS TO BE RECEIVED: _____

Please be advised that should the above Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the 5% Performance Bond and 5% Labor and Material Payment Bond required by the Contract provided that the Principal makes application to us and the Bonds are required at the commencement of the Contract.

We are duly authorized to do business in the State of New York.

(Name of Surety)

By _____
(Name and Title)

BID FORM

NON-COLLUSION BIDDING AFFIDAVIT

CITY OF NEWBURGH

WORK: ONE (1) NEW 2013 HEAVY DUTY REAR LOADING SANITATION TRUCK

STATE OF _____)
County of _____) SS:

I, _____ of the (Town, Village, City) of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____, an officer of the firm of _____ the bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

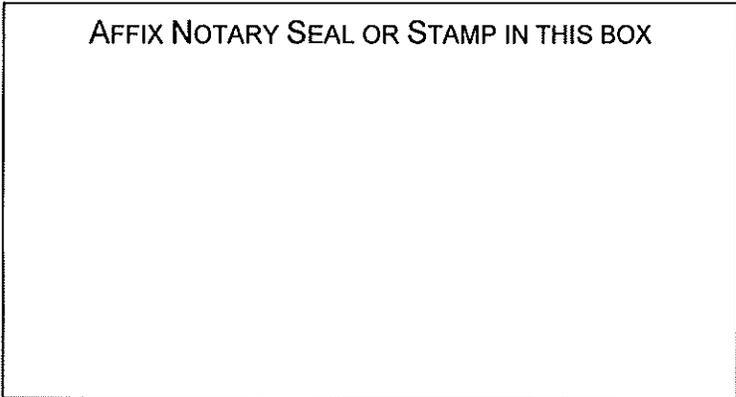
I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by _____.
(Name of Contractor)

Subscribed and sworn to

(Also type or print name and title of affiant under this signature)

before me this _____ day
of _____, 20

Notary Public of
My commission expires: _____



THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS