

## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Undersigned, on behalf of the Board of Commissioners of the Elizabethtown Fire District, will accept sealed bids at the Essex County Office of the Purchasing Agent, 7551 Court Street, Elizabethtown, New York 12932 until 2:00 P.M. on July 6, 2016 for a **Light Duty Rescue Truck**. The bids shall be opened publicly and read aloud on July 6, 2016 at 2:00 P.M. at the Essex County Office of the Purchasing Agent, at the above mentioned address.

Please contact the Purchasing Office at (518) 873-3332 for additional information concerning the bidding. Specifications and standard proposals for the proposed work may be obtained at the above address, or on the County's website at: [www.co.essex.ny.us](http://www.co.essex.ny.us).

All bids submitted in response to this notice shall be marked "**SEALED BID – RESCUE TRUCK**" clearly on the outside of the envelope.

Dated: June 15, 2016

Linda M. Wolf, CPPB, CPA  
Secretary/Treasurer  
Elizabethtown Fire District  
PO Box 734  
Elizabethtown, New York 12932  
(518) 873-3332

## INSTRUCTIONS TO BIDDERS

All bids shall be submitted on the bid sheets included in the package, and no other forms shall be accepted.

The Elizabethtown Fire District reserves the right to reject any and all bids not considered to be in the best interest of the Fire District, and to waive any technical or formal defect in the bids which is considered by the Fire District to be merely irregular, immaterial, or unsubstantial.

In addition to bid sheets, the bidder shall submit executed non-collusion bid certificates signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103d. The bidder shall also submit an executed certificate of compliance with the Iran Divestment Act signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103g.

A Contract awarded pursuant to this notice shall be subject to the provisions of Sections 103-1, 103-b, 103-d and 103-g of the General Municipal Law.

Essex County affirmatively states that in regard to any contract entered into pursuant to these instructions, without regard to race, color, sex, religion, age, national origin, disability, sexual preference or Vietnam Era veteran status, disadvantaged and minority or women-owned business enterprises will be afforded equal opportunity to submit bids in response hereto.

Addenda will be posted on the Essex County Website, interested vendors are urged to check before submitting their bid.

Each bidder will need to complete, sign, have notarized and return the following documents with their

**Bid/Proposal:**

- 1) Vendor Responsibility Questionnaire
- 2) Certification of Compliance With Iran Divestment Act
- 3) Non-Collusive Bidding Certification

**ELIZABETHTOWN FIRE DISTRICT  
LIGHT DUTY  
RESCUE  
SPECIFICATIONS**

**FORD F550  
4 DOOR**

**4x4**

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## INTRODUCTION PROPOSAL REQUIREMENTS

### GENERAL INFORMATION

It is the intent of these specifications to secure apparatus constructed to withstand the severe and continuous use encountered during emergency firefighting services. The apparatus must be of the latest type, carefully designed and constructed with due consideration to the nature and distribution of the load to be sustained.

These specifications detail the requirements for general design criteria of cab and chassis components, aerial device, fire pump and related components, water tank, fire body, electrical components, painting, and equipment. In evaluating the bid proposals to determine which proposal is the most advantageous, these major items shall be considered.

Apparatus and equipment must meet the specific requirements and intent of the requirements as specified herein. All items of these specifications shall conform to the character of the proposed apparatus and the purpose for which it is intended. Criteria as specified by the National Fire Protection Association Pamphlet No. 1901, latest edition, entitled "Suggested Specifications for Motor Fire Apparatus", as approved by the American Insurance Association and International Association of Fire Chiefs, are hereby adopted and made a part of these specifications the same as if they were written out in full, insofar as they apply and are not specifically modified in the following detailed specifications. Each bidder shall provide only that equipment as required in the following specifications.

The fire apparatus and equipment to be furnished in meeting these specifications must be the products of an established, reputable fire apparatus and/or equipment manufacturer. Each bidder shall furnish satisfactory evidence of the manufacturer's ability to construct, supply service parts and technical assistance for the apparatus specified. Each bidder must state the location of the factory and location for post delivery service.

### BID COMPLIANCE INSTRUCTIONS

Each bidder must indicate his compliance with these specifications by marking "YES" or "NO" in the appropriate column for each individual paragraph of this specification. Indicating "YES" to a paragraph shall mean full compliance; indicating "NO" shall mean an exception is being taken. Any deviation from the specification, no matter how small, must be so annotated. All exceptions must be fully explained on a separate page, titled "Exceptions", giving reference to the page and paragraph where the exception is being taken. Failure to comply with this requirement shall result in the bid proposal being rejected.

The Elizabethtown Fire District shall be the sole arbiter as to what exceptions may be allowed or disallowed. In the event a bidder fails to make any indication of compliance for any or all provisions it will be assumed that the bidder is taking total exception to the specification and the bid shall be disallowed.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

**Bidder  
Complies**

**Yes      No**

**FIRE APPARATUS DOCUMENTATION**

The contractor shall supply, at the time of delivery, at least one (1) copy of the following documents:

The manufacturer's record of apparatus construction details, including the following information:

- Owners name and address
- Apparatus manufacturer, model and serial number
- Chassis make, model and serial number
- Front tire size and total rated capacity in pounds
- Rear tire size and total rated capacity in pounds
- Chassis weight distribution in pounds with water and manufacturer mounted equipment, front and rear
- Engine make, model, serial number, rated horsepower, rated speed and governed speed
- Type of fuels and fuel tank capacity
- Electrical system voltage and alternator output in amps.
- Battery make, model and total capacity in cold crank amps (CCA)
- Transmission make, model and serial number. If so equipped chassis transmission PTO(s) make, model and gear ratio
- Pump make, model, rated capacity in gallons per minute (liters per minute where applicable) and serial number
- Pump transmission make, model, serial number and gear ratio
- Auxiliary pump make, model, rated capacity in gallons per minute (liters per minute where applicable) and serial number
- Water tank certified capacity in gallons or liters
- Paint manufacturer and paint number(s)
- Company name and signature of responsible company representative
- Certification of slip resistance of all stepping, standing and walking surfaces.

If the apparatus has a fire pump or an industrial supply pump, the pump manufacturer's certification of suction capability.

If the apparatus has a fire pump or an industrial supply pump, a copy of the apparatus manufacturer's approval for stationary pumping applications.

If the apparatus has a fire pump or an industrial supply pump, the engine manufacturers certified brake horsepower curve for the engine furnished, showing the maximum governed speed.

If the apparatus has a fire pump or an industrial supply pump, the pump manufacturer's certification of hydrostatic test.

If the apparatus has a fire pump or an industrial supply pump, the Underwriters Laboratory certification of inspection and test for the fire pump (if applicable).

If the apparatus has an aerial device the Underwriters Laboratory certification of inspection and test for the aerial device.

If the apparatus has an aerial device, all the technical information required for inspections to comply with NFPA 1911, Standards for Testing Fire Department Aerial Devices.

If the apparatus has a fixed line voltage power source, the certification of the test for the fixed power source (if applicable).

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

**Bidder  
Complies**

**Yes      No**

If the apparatus is equipped with an air system, test results of the air quality, the SCBA fill station, and the air system installation.

Weight documents from certified scale - showing actual loading on the front axle, rear axle(s) and overall vehicle (with the water tank full but without personnel, equipment and hose) shall be supplied with the complete vehicle to determine compliance with NFPA-1901.

Written load analysis and results of electrical performance tests.

If the apparatus is equipped with a water tank, the certification of water tank capacity by the tank manufacturer.

The chassis shall be certified by the apparatus manufacturer as conforming to all applicable Federal Motor Vehicle Safety Standards in effect at the date of contract. This shall be attested to by the attachment of a FMVSS certification label on the vehicle by the contractor who shall be recognized as the responsible final manufacturer.

## **VEHICLE RECORDS**

The successful bidder shall be responsible for preparing and maintaining a record file of parts and assemblies used to manufacture the apparatus. These records shall be maintained in the factory of the bidder for a minimum of twenty (20) years. File shall contain copies of any and all reported deficiencies, all replacement parts required to maintain the apparatus, and original purchase documents including specifications, contract, invoices, incomplete chassis certificates, quality control reports and final delivery acceptance documents. The Elizabethtown Fire District shall have access to any and all documents contained in this file upon official written request.

## **BIDDER INSTRUCTIONS**

Bids shall be addressed and submitted in accordance with the advertised "Bid Notice". The words "Fire Apparatus Bid", the date, and the bid opening time must be stated on the face of the bid envelope. It is the bidder's responsibility to see that their proposals arrive on time. Late proposals, telegram, facsimile or telephones bids shall not be considered.

Each bid shall be accompanied by a detailed description of the apparatus and equipment it proposes to furnish. It is the intent of these specifications to cover the furnishing and delivery of a complete and soundly engineered apparatus equipped as specified. Minor details of construction and materials, where not otherwise specified, are left to the discretion of the contractor, who shall be solely responsible for the design and construction of all features.

Brand names or model numbers have been specified for some items. These have been carefully selected because of their reliability and availability for replacement locally. In order to be most responsive, items named, or an item "equal to" the particular item specified by brand name or model, should be contained in the bid proposal. It is the bidder's responsibility to prove to the Elizabethtown Fire District that an item bid as "equal to" a particular specified item, is truly of equal quality, design, and function. The Elizabethtown Fire District maintains the right to make a final decision as to the acceptability of an item bid as "equal to" a particular specified item.

No exception shall be allowed for any of the aforementioned instructions. Bids not submitted in accordance with these instructions shall be rejected.

## **TIMELY PROPOSALS**

It is the bidder's responsibility to see that their proposals arrive on time. Late proposals, facsimiles, telegrams, or telephone bids shall not be considered.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## GENERAL CONSTRUCTION

The complete apparatus, assemblies, subassemblies, component parts, etc., shall be designed and constructed with the due consideration to the nature and distribution of the load to be sustained and to the general character of the service to which the apparatus is to be subject. All parts of the apparatus shall be designed with a factor of safety, which is equal to or greater than that which is considered standard and acceptable for this class of equipment in firefighting service. All parts of the apparatus shall be strong enough to withstand general service under full load. The apparatus shall be so designed that the various parts and readily accessible for lubrication, inspection, adjustment and repair. Bidder's specifications must meet minimum requirements of N.F.P.A. Pamphlet #1901; Underwriters Laboratories, Inc.; and all State and Federal Department of Transportation vehicle regulations at time of sale of unit.

The apparatus shall be designed and constructed, and the equipment so mounted, with due consideration to distribution of the load between front and rear axles that all specified equipment, including a full complement of specified ground ladders, full water tank, loose equipment, and firefighters shall be carried without overloading or injuring the apparatus.

## PRODUCT LIABILITY INSURANCE

Each bidder shall supply proof of product liability and facility insurance equal to or exceeding \$30,000,000.00.

## SINGLE-LINE RESPONSIBILITY

Since the Elizabethtown Fire District desires to eliminate divided responsibility on the part of the manufacturers, only manufacturers who build their own fire apparatus cab, chassis, body and aerial device shall be considered. The apparatus must be built and painted in a facility owned and operated by the bidder by a staff that is directly employed by the bidder. At least fifteen similar units must have been sold and delivered of the type described herein. The entire apparatus (to include cab, chassis, body, pump, water tank and aerial device) MUST be manufactured in the United States! NO EXCEPTION SHALL BE ALLOWED TO THIS REQUIREMENT!

The bidder shall state if single line responsibility is being proposed.

Yes/No: \_\_\_\_\_

## ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications or other contract documents shall be made to any Bidder verbally. Every request for such interpretation shall be in writing and addressed to the Purchaser, and must be received at least ten days prior to the date fixed for the opening of the bids to be given consideration. Any and all such interpretations and any supplemental instructions shall be in the form of written addenda to the specifications which, if issued, shall be mailed by certified mail to all prospective Bidders not later than five days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligation under his bid as submitted. All addenda so issued become a part of the contract documents.

## PAINT PERFORMANCE CERTIFICATION

The finish paint shall be certified by the apparatus manufacturer as conforming to all applicable Commercial Vehicle Paint Standards in effect at the date of contract. This shall be attested to by the attachment of a PPG certification.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## SERVICE CENTER AND PARTS DEPOT

The successful bidder shall have an authorized service center, with a staff of factory-trained mechanics, well versed in all aspects of service for all major components, of the apparatus within a 300-mile radius of the Elizabethtown Fire District. In addition, the bidder shall maintain a separate service facility at the manufacturing site, in order to satisfy the need for possible major emergency service work.

## SERVICE CENTER INFORMATION

The center must provide a full time staff of experienced technicians with all of the required equipment to provide modern, accurate and efficient service. Bidders shall state the size of their shop and officer area in square feet. They shall state the location of the facility and provide photos of both the exterior and interior of the center. Accuracy of the description of the service center is of great importance.

## SPECIAL CONDITIONS

No bid shall be considered unless the bidder can meet the special conditions stated herein.

The complete apparatus must be manufactured in the United States of America.

## PRICES AND PAYMENTS

The bid price shall be F.O.B. Destination, on a delivered and accepted basis at the Fire Department.

Total price on bidder's proposal sheet must include all items listed in these specifications. Listing any items contained in the specification as an extra cost item, unless specifically requested to do so in these specifications, shall automatically be cause for rejection.

Bidder shall compute pricing less federal and state taxes. It is understood that any applicable taxes shall be added to the proposed prices, unless the purchaser furnishes appropriate tax-exempt forms.

## BID EVALUATION

Purchaser, Fire Chief and Purchasing Agent shall evaluate bids received. This evaluation shall be based as a minimum on the following criteria:

- Commitment for expedient delivery.
- Commitment to the general conditions contained herein, including warranty.
- Completeness of the proposal, i.e. the degree that it responds to all requirements and requests for information contained herein.
- Manufacturing and delivery schedule.
- Contractor's demonstrated capabilities and qualifications.
- Equipment suppliers and/or local representative's demonstrated capabilities and qualifications.

## EXCEPTIONS TO SPECIFICATIONS

Exceptions shall be referenced to the paragraph and page of these specifications where the item appears. Drawings, photographs, and technical information about the exception shall be included as necessary. Any exceptions may be considered during the evaluation process, and the decision shall be final.

Proposals taking total exceptions to specifications shall not be accepted.



# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## "OR APPROVED EQUAL" CLAUSE

The mention in the specifications of apparatus, equipment or material by brand name or by such specified description of same as is hereby made, is intended to convey to the bidder's understanding, the degree of excellence required. Any article, equipment, or material, which shall conform to the standards and excellence so established, and is of equal merit, strength, durability and appearance to perform the desired function, is deemed eligible for offer as a substitute. The qualifications of the offering shall be judged as to their conformance with these specifications. Any equipment offered other than herein specified shall be subject to a competitive demonstration and evaluation shall be subject to a competitive demonstration and evaluation by the using department. Such demonstration to be provided on request within ten working days after the receipt of bids.

The result of that demonstration and evaluation shall be of prime importance in the recommendation to the governing body for the final contract award.

## TECHNICAL INFORMATION

Bidder shall furnish free of charge, upon request, technical information, graphs, charts, photographs, engineering diagrams, steering geometry, drive train certifications, instruction guides, or other documentation as requested to show that the equipment offered fully complies with these specifications.

## PROPRIETARY PARTS

It is the intention of the Purchaser for all bidder's to furnish the apparatus with major parts commonly used by the heavy-duty truck manufacturers and open market vendors whereas replacement parts are more readily available and at reduced cost. The use of proprietary parts such as but not limited to axles, suspensions, engines, transmissions, frontal air bags, electronic controls, multiplexing systems, seats, pumps, gauges, foam systems, etc., may not be acceptable by the purchaser.

## DELIVERY TIME

Each bidder shall state the completed apparatus delivery time based on the number of calendar days, starting from the date the sales contract is signed and accepted by the apparatus manufacturer.

Delivery Time: \_\_\_\_\_ Calendar days

## BOND REQUIREMENTS

Any bonds or sureties (bid, performance, or other) required by the Purchasing Organization shall be as specified below or as requested in the advertised "Bid Notice".

A bid bond shall be submitted with the bidder's proposal. The bond shall be for an amount equal to 10% of the proposed bid price. Failure to provide an original, acceptable, valid bid bond with the proposal shall result in the immediate rejection of the bidder's proposal.

The apparatus manufacturer must provide all bonds; bonds provided by a sales representative, dealer, distributor, or agent of the apparatus manufacturer are not acceptable.

With respect to the qualifications of proposed bonds or sureties, the bidder's bonding company must meet the following requirements:

- An acceptable surety as outlined by the department of treasury on their most recent federal register at a limit of at least \$10,000,000;

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

**Bidder  
Complies**

**Yes      No**

- A.M. Best rating of "A" or better with a financial rating of at least "VIII"; and licensed as a surety in the state where the sale is to be made.

## **PERFORMANCE BOND**

A performance bond shall be supplied by the successful bidder upon acceptance of the signed sales contract for the apparatus. The performance bond shall be for an amount equal to the full contract price (i.e. 100% bond).

## **FAIR, ETHICAL AND LEGAL COMPETITION**

In order to ensure fair, ethical, and legal competition, neither original equipment manufacturer (O.E.M.) nor parent company of the O.E.M. shall have ever been fined or convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market.

## **NON-COLLUSIVE BIDDING CERTIFICATION**

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

- The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for purpose of restricting competition, as to any matter relating to sale price with any other bidder or any competitor.
- Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
- No attempt has been 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.
- That all requirements of the law including amendatory provisions as to non-collusive bidding have been complied with.

## **MATERIAL AND WORKMANSHIP**

All equipment furnished shall be guaranteed to be new and of current manufacture, to meet all requirements of these specifications.

All workmanship shall be of high quality and accomplished in a professional manner so as to insure a functional apparatus with a pleasing, aesthetic appearance.

## **CONTRACT AWARD**

The Purchaser reserves the right to reject any or all bids deemed to be unresponsive. The Purchaser also reserves the right to waive any informalities, irregularities and technicalities in procedure.

The Purchaser reserves the right, before awarding the contract, to require a bidder to submit evidence of his qualifications as may be deemed necessary. Documentation, which may be required, is financial soundness, technical competency, and other pertinent qualifications of a bidder, including past performance (experience) with the Purchaser.

Upon award of contract, the sales contract shall be between the Purchaser and the manufacturer of the apparatus. Contracts between the Purchaser and a sales representative, dealer, distributor, or agent of the apparatus manufacturer shall not be acceptable. (No Exceptions.)

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## CONTRACT SPECIALIST

The successful bidder shall designate a contract specialist to provide a single point interface between the purchaser and the contractor on all matters concerning the contract.

## APPROVAL DRAWING

A detailed drawing of the apparatus shall be provided to the purchaser for approval before construction begins. A copy of this drawing shall also be provided to the manufacturer's representative. Upon purchaser's approval, the finalized drawing shall become a part of the total contract.

The drawing shall show, but is not limited to, such items as the chassis make and model, major components, location of lights, sirens, all compartment locations and dimensions, special suction, discharges, etc. The drawing shall be a visual interpretation of the apparatus as it is to be supplied.

## INSPECTION VISITS

The successful bidder shall provide one (1) factory inspection trip to the apparatus manufacturer's facility. Transportation, meals, lodging, and other requisite expenses shall be the bidder's responsibility.

Accommodations will be for three (3) Fire Department representatives per trip.

The factory visits will occur at the following stages of production of the apparatus:

- Pre-construction / blueprint review.

Travel arrangements less than 500 miles from the manufacturing facility shall be via ground transportation.

The Elizabethtown Fire District maintains the right to inspect the apparatus, within normal business hours, at any other point during construction. Expenses incurred during non-specified inspection visits shall be the responsibility of the Elizabethtown Fire District.

During inspection visits, the Elizabethtown Fire District reserves the right to conduct actual performance tests to evaluate completed portions of the unit. Testing shall be accomplished with the assistance and resources of the contractor.

## DELIVERY, DELIVERY ENGINEER, AND TESTING

Delivery of the apparatus to the Elizabethtown Fire District shall remain the bidder's responsibility.

On initial delivery of the fire apparatus, a qualified and responsible representative of the contractor shall demonstrate the apparatus and provide initial instruction to representatives of the customer regarding the operation, care, and maintenance of the apparatus and equipment supplied.

## INSTRUCTION MANUALS/DRAWINGS, SCHEMATIC

In accordance with standard commercial practices, applicable to each vehicle (including body and special equipment) furnished under the contract, the following listed manuals and schematics, in the quantity specified, shall be provided at time of delivery of each vehicle.

The contractor shall supply at time of delivery, two (2) CD copies of a complete operation and service manual covering the complete apparatus as delivered and accepted.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

**Bidder  
Complies**

**Yes      No**

The manual shall contain the following:

- Descriptions, specifications, and ratings of chassis, pump (if applicable), and aerial device.
- Wiring diagrams.
- Lubrication charts.
- Operating instructions for the chassis, any major components such as a pump and any auxiliary systems.
- Instructions regarding the frequency and procedures recommended for maintenance.
- Parts replacement information.

**VEHICLE FLUIDS PLATE**

As required by NFPA-1901, the contractor shall affix a permanent plate in the driver's compartment specifying the quantity and type of the following fluids used in the vehicle:

A permanent plate in the driving compartment shall specify the quantity and type of the following fluids used in the vehicle:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Pump transmission lubrication fluid
- Pump primer fluid
- Drive axle(s) lubrication fluid
- Air-conditioning refrigerant
- Air-conditioning lubrication oil
- Power steering fluid
- Cab tilt mechanism
- Transfer case fluid
- Equipment rack fluid
- Air compressor system lubricant
- Generator system lubricant
- Aerial systems

**PRINCIPAL APPARATUS DIMENSIONS & G.V.W.R.**

The bidder shall include the principal dimensions, front G.A.W.R., rear G.A.W.R., and total G.V.W.R. of the proposed apparatus. Additionally, the bidder shall provide a weight distribution of the fully loaded, completed vehicle; this shall include a filled water tank, specified hose load, miscellaneous equipment allowance in accordance with NFPA-1901 requirements, and an equivalent personnel load of 250 lbs. per seating position.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## BIDDER TO SUPPLY AND FILL- IN PROPOSED DIMENSIONS:

- OVERALL LENGTH: \_\_\_\_\_ 287"
- OVERALL WIDTH: \_\_\_\_\_ 92"
- OVERALL HEIGHT: \_\_\_\_\_ 96"
- WHEELBASE: \_\_\_\_\_ 176"

The axle and total weight ratings of the completed apparatus shall not be less than the following minimum acceptable weight ratings:

- MINIMUM FRONT G.A.W.R.: \_\_\_\_\_ 7,000 lbs.
- MINIMUM REAR G.A.W.R.: \_\_\_\_\_ 14,706 lbs.
- MINIMUM TOTAL G.V.W.R.: \_\_\_\_\_ 19,500 lbs.

## VEHICLE INSPECTION

The completed vehicle should include a safety inspection windshield sticker and/or the appropriate certification as required by the state Department of Transportation at time of delivery.

## BIDDERS BACKGROUND

All bidders shall state the ownership of the organization which shall actually construct the apparatus. Companies which are a division, subsidiary, wholly or partially owned subsidiary or other entity which is wholly or partially owned or controlled by another entity shall state their entire ownership lineage.

## PRIMARY PLANT CONSTRUCTION

In order to insure top quality construction, maximum assembly line and engineering communication and the highest level of manufacturing supervision the entire apparatus shall be built at the bidders' primary (headquarters) manufacturing facility. Apparatus constructed at satellite plants will not be considered.

## REQUIRED PROPOSAL BLUEPRINT

A scale drawing of the specific apparatus being proposed shall be submitted WITH THE BID. Drawings of similar units or demo units shall not be permitted. Bidders should be clear that this provision is requiring a SCALE drawing of the truck which is actually being bid. The drawing shall be done at the manufacturer's facility by the manufacturer's engineering department in order to guarantee the accuracy of the drawing. Failure to comply with this requirement shall be grounds for rejection of the bid!

## BODY CONSTRUCTION LIMITATIONS

Apparatus bodies which are either bolted together or make excessive use of adhesives shall not be considered. Similarly, body construction techniques which rely upon space consuming extrusions for structural support shall not be permitted.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## FAMA COMPLIANCE

The apparatus manufacturer must be a current member of the Fire Apparatus Manufacturer's Association (FAMA).

## U.S.A. MANUFACTURER

The entire apparatus shall be assembled within the borders of the Continental United States to insure more readily available parts (without added costs and delays caused by tariffs and customs) and service.

## TABLE OF CONTENTS

As all manufacturers present their specifications in a different order, each manufacturer will provide a table of contents for ease of bid comparison and to clearly locate all proposed items.

## STEPPING, STANDING, & WALKING SURFACES

All stepping, standing, and walking surfaces on the body shall meet NFPA #1901 anti-slip standards. Aluminum tread plate utilized for stepping, standing, and walking surfaces shall be Alcoa No-Slip type. This material shall be a minimum 3/16 (0.1875") in thickness. Upon request by the purchaser, the manufacturer shall supply proof of compliance with this requirement. All vertical surfaces on the body, which incorporate aluminum tread plate material, will utilize the same material pattern to provide a consistent overall appearance.

## AMP DRAW REPORT

The bidder shall provide with their bid proposal and at the time of delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

A written load analysis, which shall include the following:

- The rating of the alternator.
- The minimum continuous load of each component that is specified per: Applicable NFPA-1901.
- Additional loads that, when added to the minimum continuous load, determine the total connected load.
- Each individual intermittent load.

All of the above listed items shall be provided by the bidder per the applicable NFPA-1901.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## COOPERATIVE PURCHASING

The Manufacturer shall be pleased to allow other public agencies to use the purchase agreement resulting from this invitation to bid unless the bidder expressly notes on the proposal form that prices are not available for tag-on. The condition of such use by other agencies shall be that any such agency must make and pursue contact, purchase order/contract, and all contractual remedies with the successful bidder. Such tag-ons shall be done so that the original purchasing agency has no responsibility for performance by either the manufacturer or the agency using the contract.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

**Bidder  
Complies**

**Yes      No**

**BIDDERS AFFIDAVIT**

**Bidders Name:**

**Address:**

I, \_\_\_\_\_ as the authorized agent for \_\_\_\_\_ do hereby swear and affirm that the following information is true and that the proposal that our firm is submitting complies with all the General Instructions, Requirements, and Specifications contained in this Bid Package, except where indicated below.

- |   |              |
|---|--------------|
| 1. The apparatus offered is manufactured in North America:  | YES___ NO___ |
| 2. The apparatus proposed is not a prototype:   | YES___ NO___ |
| 3. The performance tests shall be performed in compliance with the specifications:                          | YES___ NO___ |
| 4. All pages of the General Instructions, Requirements, and Specifications have been received and reviewed: | YES___ NO___ |
| 5. All questionnaires and blanks have been completed and filled in:   | YES___ NO___ |
| 6. Bid Bond is enclosed:  | YES___ NO___ |
| 7. Bidder complies with Specifications without Exception:   | YES___ NO___ |
| 8. Bidder complies with Design Criteria:  | YES___ NO___ |
| 9. Bidder has included Apparatus Drawings per Specifications:   | YES___ NO___ |
| 10. Apparatus proposed complies with dimensional requirements:  | YES___ NO___ |
| 11. Does the Manufacturer provide a program for the familiarization of the fire department:                 | YES___ NO___ |
| 12. Does the manufacturer meet the \$30,000,000.00 product liability insurance requirement:                 | YES___ NO___ |
| 13. Are all specified warranties included:  | YES___ NO___ |
| 14. Are all proposed warranties in compliance with specifications:  | YES___ NO___ |
| 15. Body structure covered by a _____ month warranty:   | YES___ NO___ |
| 16. Body sub frame covered by a _____ month warranty:   | YES___ NO___ |
| 17. Cab structure covered by a _____ month warranty:  | YES___ NO___ |
| 18. Paint covered by a _____ month warranty:  | YES___ NO___ |
| 19. Aerial device covered by a _____ month structural warranty:   | YES___ NO___ |
| 20. Chassis frame rails and cross members covered by a "lifetime" warranty:                                 | YES___ NO___ |
| 21. Are the proposed apparatus and equipment new in all respects:   | YES___ NO___ |
| 22. Is a complete copy of the bidders detailed proposal included:   | YES___ NO___ |
| 23. Is a separate sheet of exceptions attached:   | YES___ NO___ |
| 24. Service Ability form completed and attached:  | YES___ NO___ |
| 25. State the dimensions of the proposed apparatus:   | YES___ NO___ |



# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

- Overall Height: \_\_\_\_\_
- Overall Length: \_\_\_\_\_
- Overall width: \_\_\_\_\_

26. Is the proposed device proof load tested as required in these specifications: YES\_\_\_ NO\_\_\_

27. Is the manufacturer a sole source manufacturer, including  
the entire; chassis, cab, body and aerial device: YES\_\_\_ NO\_\_\_

Delivery of the apparatus shall take place within \_\_\_\_ calendar days after the execution and acceptance of a contract.

Manufacturers Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person for Questions Regarding Bid: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Name of Authorized Agent: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_ Date: \_\_\_\_\_

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

**Bidder  
Complies**

**Yes      No**

**UNDERWRITERS LABORATORIES INC. (UL) EXAMINATION AND TEST PROPOSAL**

If required by the specific chapters of NFPA-1901, the proposed unit shall be tested and certified by Underwriters Laboratories Inc. (UL) Underwriters Laboratories Inc. (UL) is recognized worldwide as a leading third party product safety certification organization for over 100 years. UL has served on National Fire Protection Association (NFPA) technical committees for over thirty years.

**INDEPENDENT TESTING ORGANIZATION QUALIFICATIONS**

- UL is a nationally recognized testing laboratory recognized by OSHA.
- UL complies with the American Society for Testing and Materials (ASTM) Standard ASTM E543 "Determining the Qualifications for Nondestructive Testing Agencies."
- UL has more than 40 years of automotive fire apparatus safety testing experience and 16 years of factory aerial device testing and Certification experience. UL has more than 100 years of experience developing and implementing product safety standards.
- UL does not represent, is not associated with, nor is in the manufacture or repair of automotive fire apparatus.
- All test work for fire pumps outlined in NFPA 1901, Edition shall be conducted.
- UL has included a list of all factory aerial device manufacturers for whom testing is currently being conducted on a regular basis.
- UL carries ten million dollars in excess liability insurance for bodily injury and property damage combined.

UL provides the manufacturer a complete written examination and test report for each inspection performed at the manufacturer's facility. This report specifies the points of inspection and results of such examinations and tests.

The UL inspectors performing the test work on the units are certified to Level II in the required NDT methods, under the requirements outlined in ASNT document CP-189.

The actual person(s) performing the inspection shall present for review proof of Level II Certification in the required NDT methods.

The apparatus manufacturer shall designate, in writing, who is qualified to witness and certify these test results.

Prior to submittal to the automotive fire apparatus manufacturer, the final Report shall be reviewed by the Supervisor of Fire Equipment Services and a Registered Professional Engineer, both of whom are directly involved with the aerial device certification program at UL.

When the unit successfully meets all the requirements outlined in NFPA 1901, 2009 Edition, UL shall issue a Certificate of Automotive Fire Apparatus Examination and Test stating the unit's compliance with NFPA- 1901.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

**Bidder  
Complies**

**Yes      No**

**SERVICE ABILITY FORM**

Service Center Location:

Distance in miles (one way) from Local Service Center Location to the Purchaser's Location is:  
\_\_\_\_\_ miles.

Please answer the following questions:

Is this shop an authorized warranty center for the apparatus builder?      Yes \_\_\_\_ No \_\_\_\_

Is the Service Center enclosed and heated?      Yes \_\_\_\_ No \_\_\_\_

Number of full time Service Center Employees:      \_\_\_\_\_

Number of Fire Pump Manufacturers Certified Employees:      \_\_\_\_\_

Number of fully equipped service vans:      \_\_\_\_\_

Is your shop equipped to handle the following repair work:

Cab & Chassis Repairs:      Yes \_\_\_\_ No \_\_\_\_

Body Repairs:      Yes \_\_\_\_ No \_\_\_\_

Paint Work:      Yes \_\_\_\_ No \_\_\_\_

Water Tank Repairs:      Yes \_\_\_\_ No \_\_\_\_

Major Pump Repairs:      Yes \_\_\_\_ No \_\_\_\_

General Welding:      Yes \_\_\_\_ No \_\_\_\_

Frame & Spring Repairs:      Yes \_\_\_\_ No \_\_\_\_

Aerial Device Repairs:      Yes \_\_\_\_ No \_\_\_\_

Aerial Weldment Repairs:      Yes \_\_\_\_ No \_\_\_\_

Aerial Hydraulic System Repairs:      Yes \_\_\_\_ No \_\_\_\_

Aerial Electrical System Repairs:      Yes \_\_\_\_ No \_\_\_\_

Power Train Repairs:      Yes \_\_\_\_ No \_\_\_\_

This form was completed and submitted by:

\_\_\_\_\_  
(Please print or type full name)

Title of Individual: \_\_\_\_\_

Signature of individual: \_\_\_\_\_

SUBSCRIBED AND SWORN before me

Notary's Stamp

This \_\_\_\_ day of \_\_\_\_\_

20\_\_

Notary Public: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## GENERAL APPARATUS DESCRIPTION "SPECIAL SERVICE FIRE APPARATUS"

The unit will be designed to conform fully to the "Special Service Fire Apparatus" requirements as stated in the NFPA 1901 Standard (2009 Revision), which will include the following required chapters as stated in this revision:

- Chapter 1 Administration
- Chapter 2 Referenced Publications
- Chapter 3 Definitions
- Chapter 4 General Requirements
- Chapter 10 Special Service Fire Apparatus
- Chapter 12 Chassis and Vehicle Components
- Chapter 13 Low Voltage Electrical Systems and Warning Systems
- Chapter 14 Driving and Crew Areas
- Chapter 15 Body, Compartments and Equipment Mounting

## CAB SAFETY SIGNS

The following safety signs will be provided in the cab:

- A label displaying the maximum number of personnel the vehicle is designed to carry will be visible to the driver.
- "Occupants will be seated and belted when apparatus is in motion" signs will be visible from each seat.
- "Do Not Move Apparatus When Light Is On" sign adjacent to the warning light indicating a hazard if the apparatus is moved (as described in subsequent section).
- A label displaying the height, length, and GVWR of the vehicle will be visible to driver.
- This label will indicate that the fire department will revise the dimension if vehicle height changes while vehicle is in service.

## CHASSIS DATA LABELS

The following information will be on labels affixed to the vehicle:

Fluid Data

- Engine Oil
- Engine Coolant
- Chassis Transmission Fluid
- Pump Transmission Lubrication Fluid
- Pump Primer Fluid (if applicable)
- Drive Axle(s) Lubrication Fluid
- Air Conditioning Refrigerant
- Air Conditioning Lubrication Oil
- Power Steering Fluid
- Cab Tilt Mechanism Fluid
- Transfer Case Fluid (if applicable)
- Equipment Rack Fluid (if applicable)
- Air Compressor System Lubricant
- Generator System Lubricant (if applicable)
- Front Tire Cold Pressure
- Rear Tire Cold Pressure
- Aerial Hydraulic Fluid (if applicable)
- Maximum Tire Speed Rating

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## Chassis Data

- Chassis Manufacturer
- Production Number
- Year Built
- Month Manufactured
- Vehicle Identification Number

## Manufacturers weight certification:

- Gross Vehicle (or Combination) Weight Rating (GVWR or GCWR)
- Gross Axle Weight Rating, Front
- Gross Axle Weight Rating, Rear

## ROLLOVER STABILITY

The apparatus will meet the criteria defined in 4.13.1 for rollover stability as defined in the 2009 NFPA Standard for Automotive Fire Apparatus.



## *Vehicle Profile*

**2015 Ford F-550 Chassis**  
4x4 SD Crew Cab 176" WB DRW XL  
(W5H)

### Powertrain

Powerstroke 6.7L V-8 OHV direct diesel injection 32 valve intercooled turbo diesel engine \* 357 amp dual alternator \* 750 amp (total) 78 amp hours (Ah) (total) battery dual batteries with run down protection \* Engine block heater \* 6-speed electronic SelectShift automatic transmission with overdrive, lock-up, driver selection \* Part-time four-wheel drive with manual transfer case shift, manual locking hubs \* Limited slip differential, driveline traction control, power take-off provision \* 4.88 axle ratio \* Stainless steel exhaust

### Steering and Suspension

Hydraulic power-assist re-circulating ball steering \* 4-wheel disc brakes with front and rear vented discs \* Firm ride suspension \* Mono-beam non-independent front suspension \* Front anti-roll bar \* Front coil springs \* HD front shocks \* Rigid rear axle \* Rear leaf suspension \* Rear anti-roll bar \* HD rear leaf springs \* HD rear shocks \* Front and rear 19.5" x 6.00" argent steel wheels \* LT225/70SR19.5 BSW AS front tires \* AT rear tires \* 19,500 GVWR

### Safety

4-wheel anti-lock braking system \* Dual airbags, seat mounted driver and passenger side-impact airbags, curtain 1st and 2nd row overhead airbags \* Front height adjustable seatbelts \* SecuriLock immobilizer, panic alarm, security system

### Comfort and Convenience

Air conditioning, underseat ducts \* AM/FM stereo, clock, seek-scan, in-dash mounted single CD, MP3 decoder, 6 speakers, speed sensitive volume, fixed antenna \* Cruise control with steering wheel controls \* 2 12V DC power outlets, \* Analog instrumentation display includes tachometer, engine temperature gauge, turbo/supercharger boost gauge, transmission fluid temp gauge, engine hour meter, exterior temp, systems monitor, trip odometer \* Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, service interval, brake fluid \* Steering wheel with tilt and telescopic adjustment \* Manual front and rear windows with light tint \* Variable intermittent front windshield wipers \* Passenger side vanity mirror \* Day-night rearview mirror \* Interior lights include dome light with fade, front and rear reading lights \* Full overhead console with storage, glove box, front cupholder, instrument panel bin, dashboard storage \* Upfitter switches

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

**Bidder  
Complies**

**Yes      No**

**Seating and Interior**

Seating capacity of 6 \* 40-20-40 split-bench front seat with adjustable head restraints, center armrest with storage \* 4-way adjustable driver seat includes lumbar support \* 4-way adjustable passenger seat \* 60-40 folding rear split-bench seat with FlexFold flip forward cushion/seatback, 3 adjustable rear head restraints \* Vinyl faced front seats with vinyl back material \* Vinyl faced rear seats with carpet back material \* Full cloth headliner, full vinyl/rubber floor covering, urethane gear shift knob, chrome interior accents

**Exterior Features**

Side impact beams, front license plate bracket, fully galvanized steel body material \* Black fender flares \* Black side window moldings, black front windshield molding \* Black door handles \* Black grille \* 4 doors \* Trailer harness \* Driver and passenger manual black folding, manual extendable trailer outside mirrors \* Front chrome bumper with front tow hooks \* Aero-composite halogen headlamps \* Additional exterior lights include cab clearance lights, underhood light \* Clearcoat monotone paint \* Ambulance Prep Package

**Warranty**

Basic .....	36 months/36,000 miles	Powertrain .....	60 month/60,000 miles	
Corrosion .....	60 month/Unlimited miles	Roadside .....	60 month/60,000 miles	Diesel
.....	60 month/100,000 miles			

**Dimensions and Capacities**

Output .....	300 hp @ 2800 rpm	Torque .....	660 lb-ft @ 1600 rpm	1st
gear .....	3.974	2nd gear .....	2.318	3rd
gear .....	1.516	4th gear .....	1.149	5th
gear .....	0.858	6th gear .....	0.674	
Reverse gear .....	3.128	Curb Weight .....	8,635 lbs	
GVWR .....	19,500 lbs	Front GAWR .....	7,000 lbs	
Rear GAWR .....	14,706 lbs	Payload .....	10,098 lbs	
Front Curb Weight .....	5,060 lbs	Rear Curb Weight .....	3,575 lbs	
Front Axle Rating .....	7,000 lbs	Rear Axle Rating .....	14,706 lbs	
Front Spring Rating .....	7,000 lbs	Rear Spring Rating .....	15,000 lbs	
Front Tire/Wheel Rating .....	7,500 lbs	Rear Tire/Wheel Rating .....	15,000 lbs	
Towing .....	16,000 lbs	5th Wheel Towing .....	16,400 lbs	
Front Shoulder Room .....	68.0 "	Rear Shoulder Room .....	68.0"	
Passenger Area .....	133.5 cu. ft.	Length .....	261.9"	
Wheelbase .....	176"	Cab to Axle .....	60"	
Axle to End of Frame .....	47.6"	Turning Radius .....	25.8'	
Fuel Capacity .....	40.0 gallons			

**2009 NFPA COMPLIANT CHASSIS**

**SEAT BELT CUSHION SENSORS AND BELT SENSORS**

The apparatus shall be equipped with a seat belt warning system. The system shall consist of a Seat Belt module, cushion sensors, dash mounted display and audible alarm.

There will be a total of five (5) seats connected to the seat belt system. They will consist of; driver, officer and three (3) crew. The center seat between the driver and officer will be removed as it will not meet NFPA 1901, 2009 compliance

Each seat belt will be red in color in order to comply with NFPA.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## VEHICLE DATA RECORDER

A Vehicle Data Recorder (VDR) system shall be provided. The system shall include an NFPA compliant "Black Box" with reporting software that shall be capable of data storage to coincide with the NFPA requirements.

Data storage capabilities shall include interfaces with the following systems:

- Display module (Master Optical Warning Device)
- VDR, date & time stamp
- Max Vehicle speed (MPH)
- Vehicle acceleration / deceleration (MPH/Sec.)
- Engine Speed (RPM)
- ABS event
- Data password protected
- Data sampled once per second, in 48-hour loop
- Data sampled min by min for 100 engine hours
- Throttle position (% of Throttle)
- Data software
- PC / Mac Compatible
- Data summary reports

## SEAT BELT CLARIFICATION

Red seat belts will be provided if available from the chassis manufacturer. The apparatus manufacturer will not change commercial chassis seat belts.

## EMBER SEPARATOR

The apparatus manufacturer will install a stainless mesh screen ember separator to the commercial chassis air intake system. The ember separator will prevent matter larger than 0.039 in (1.0 mm) in diameter from reaching the air filter element.

## WHEEL TRIM KITS

Wheel trim kits consisting of chrome baby moon hubcaps and chrome lug nut covers will be installed on the front and rear axles of the single rear axle chassis.

## CAB RUNNING BOARDS

Custom tread plate cab running boards will be provided at each cab entry.

## CENTER CONSOLE

A center console will be furnished and will be located between the driver and officer's seats.

The forward area of the console will have a mounting surface for emergency lighting switch panels and/or electronic siren control boxes within reach of the driver or officer. In addition, the console will be equipped with two (2) map/notebook storage pockets at the rear of the console.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## ANTENNA INSTALLATION

One (1) antenna mounting base(s) model #MATM with 17' of coaxial cable will be provided and installed on the cab roof. The attached antenna wire(s) will be run to the right side cab console.

The Fire Department is responsible to have the correct antenna whip installed once the apparatus is delivered.

## TIRE PRESSURE MONITORING DEVICES

Each tire will be equipped with an LED tire alert pressure management system (Vecsafe equal) that will monitor tire pressure. A chrome plated brass sensor will be provided on the valve stem of each tire.

The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 20 and 120 psi. The sensor will activate an integral battery operated LED when the pressure of that tire drops 8 psi.

Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start blinking.

## **\*\*\*\*\* CHASSIS/BODY ELECTRICAL & ACCESSORIES \*\*\*\*\***

## COMMERCIAL CHASSIS ELECTRICAL SYSTEM

The commercial chassis electrical system will be provided as furnished by the original manufacturer. A customized interface will be provided and designed, so as not to disturb any of the required chassis functions. The necessary interfaces will only be provided in areas where load management is allowed or with accessory components provided on the chassis.

## 12 VOLT ELECTRICAL SYSTEM TESTING

The apparatus low voltage electrical system will be tested and certified by the manufacturer. The certification will be provided with the apparatus. All tests will be performed with air temperature between 0°F and 100°F.

The following three (3) tests will be performed in order. Before each test, the batteries will be fully charged.

## TEST #1-RESERVE CAPACITY TEST

The engine will be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged. The engine will be shut off and the minimum continuous electrical load will be activated for 10 minutes. All electrical loads will be turned off prior to attempting to restart the engine. The battery system will then be capable of restarting the engine. Failure to restart the engine will be considered a test failure.

## TEST #2-ALTERNATOR PERFORMANCE TEST AT IDLE

The minimum continuous electrical load will be activated with the engine running at idle speed. The engine temperature will be stabilized at normal operating temperature. The battery system will be tested to detect the presence of battery discharge current. The detection of battery discharge current will be considered a test failure.



# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## TEST #3-ALTERNATOR PERFORMANCE TEST AT FULL LOAD

The total continuous electrical load will be activated with the engine running up to the engine manufacturers governed speed. The test duration will be a minimum of 2 hours. Activation of the load management system will be permitted during this test. However, an alarm sounded due to excessive battery discharge, as detected by the system, or a system voltage of less than 11.7 volts DC for a 12 volt system, for more than 120 seconds, will be considered a test failure.

## LOW VOLTAGE ALARM TEST

Following completion of the preceding tests, the engine will be shut off. The total continuous electrical load will be activated and will continue to be applied until the excessive battery discharge alarm is activated.

The battery voltage will be measured at the battery terminals. With the load still applied, a reading of less than 11.7 volts will be considered a test failure. The battery system will then be able to restart the engine.

At time of delivery, documentation will be provided with the following information:

- Documentation of the electrical system performance test
- A written load analysis of the following;
- Nameplate rating of the alternator
- Alternator rating at idle while meeting the minimum continuous electrical load
- Each component load comprising the minimum continuous electrical load.
- Additional loads that, when added to the minimum continuous load, determine the total connected load.
- Each individual intermittent load.

## ELECTRICAL MANAGEMENT SYSTEM

A Class 1 ES-Key Electrical Management System will be utilized on the chassis for all functions applicable. The system will consist of the following components:

The High Density I/O Node (Super Node) will have the ability to perform the following functions:

- A modem with a RS232 computer interface and standard telephone jack used to not only program the multiplex system but also serve as a factory direct gateway into the vehicle from any Class 1 multiplex authorized service facility.
- A Universal System Manager (USM), which acts as the main controlling component of the multiplexing system will be provided and factory programmed to DOT, NFPA, SAE, the manufacturer and Elizabethtown Fire District specifications. The programming will be done by the manufacturer's engineering department. The ES-Key system installation will comply with SAE J 551 requirements regarding Electromagnetic and Radio Frequency interference (EMI, RFI), as well as utilize components and wiring practices that insure the system is protected against corrosion, excessive temperatures, water, excessive physical, and vibration damage by any equipment installed on the vehicle at the time of delivery.
- A series of Multiplexing Input/Output jacks will be provided. The Input/Output jacks will permit the multiplexing system to reduce the amount of wiring and components used as compared to non-multiplexed apparatus. These jacks will vary in I/O configuration and will possess individual output internal circuit protection.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

The System will also consist of a Smart Programmable Switch (SPS) panel that will be installed and allow the operator to control the programmed functions of each individual switch.

Diagnostic software will be provided to download data from the on board ES-KEY system. This software will have the ability to view system input/output (I/O) information, and include a connection from a computer to the vehicle.

## **BATTERY DISCONNECT SWITCH**

The chassis batteries will be wired in parallel to a single 12 volt electrical system, controlled through a heavy duty master disconnect switch. The master disconnect switch will be located within easy access of the driver upon entering or exiting the cab.

## **120 VOLT SHORELINE CONNECTION - "SUPER" AUTO EJECT**

One (1) Kussmaul "Super" Auto Eject model 091-55-20-120, automatic, 120 volt, 20 amp shoreline disconnect will be provided for the on board, 110 volt battery charging systems.

The disconnect, will be equipped with a NEMA 5-20 P male receptacle, which will automatically eject the shoreline when the vehicle starter is energized. The mating connector will be included with the auto eject and will be provided as loose equipment. A label will be provided indicating voltage and amperage ratings.

## **SHORELINE POWER INLET PLATE**

A shoreline power receptacle information plate will be permanently affixed at or near the power inlet. The plate will indicate the following:

- Type of Line Voltage
- Current Rating in Amps Power Inlet Type (DC or AC).

The Kussmaul auto-eject connection will be equipped with a Red weatherproof cover.

The shoreline receptacle will be located in the driver's cab step well.

## **BATTERY CHARGER SYSTEM**

A Kussmaul model # 091-170-12, "Auto Charge 12 HO" high output, fully automatic battery charger will be provided for maintaining the vehicle battery system. Remote voltage sensing will be provided to compensate the charger output for the voltage drop in the charging wires. Output current will be 20 amperes @ 12 volt DC. A built-in ammeter will be provided.

## **"DO NOT MOVE APPARATUS" WARNING LIGHT WITH AUDIBLE ALARM**

A 1" round, red flashing warning light with an integral audible alarm, will be functionally located in the cab to signal when an unsafe condition is present such as an open cab door or body compartment door, an extended ladder rack, a deployed stabilizer, an extended light tower or any other device which is opened, extended or deployed which may cause damage to the apparatus if it is moved.

This light will be activated through the parking brake switch to signal when the parking brake is released. This light will be labeled "DO NOT MOVE TRUCK".

## **12 VOLT ACCESSORY CIRCUIT - CAB CONSOLE**

One (1) dedicated circuit; 12 volt, 40 Amp, power and ground on 3/8 stud and fused at battery will be provided in the cab console. The circuit will be for future installation of radios or accessories.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## DOT MARKER LIGHTS AND REFLECTORS

Cab marker lights and signaling devices will be as provided on the commercial chassis cab from the original chassis manufacturer. FMVSS reflectors will also be provided as required.

Truck-Lite Model #18 red LED marker lights with integral reflectors will be provided at the lower side rear, one (1) each side.

Truck-Lite Model #19 red LED clearance lights will be provided on the apparatus rear upper, one (1) each side at the outermost practical location.

Truck-Lite Model # 33740R LED 3-lamp identification bar will be provided on the apparatus rear center. The lights will be red in color.

Truck-Lite # 98034R red reflectors will be provided on the apparatus rear, one (1) each side at the outermost practical location.

## LICENSE PLATE LIGHT - REAR

One (1) Weldon model # 9186 license plate light will be provided above the mounting position of the license plate. The light will be clear and will have a chrome finish.

## TAIL, STOP, TURN AND BACK-UP LIGHTS

Two (2) Code 3, 65STR 4" x 6", red LED combination tail and stop lights, will be mounted one each side at the rear of the body.

Two (2) Code 3, 65STA 4" x 6", amber LED arrow turn signal lights, will be mounted one each side, on a vertical plane with the tail/stop lights.

Two (2) Code 3, 61RV 4" x 6", white halogen backup lights, will be mounted one each side, on a vertical plane with the turn/tail/stop signals. These lights will activate when the transmission is placed in reverse gear.

Two (2) Code 3 65STK4 mounting flanges, installed one (1) on each side, will be provided to mount the lights described above in one common mounting flange. The fourth opening will be for the lower rear warning lights.

The lights will be mounted in order, from top to bottom, as described above.

## BODY STEP LIGHTS

Polished stainless steel, TecNiq Eon 3-LED horizontal surface mounted body step lights will be provided and controlled with marker light actuation. Step lights will be located to properly illuminate all body access steps and walkway areas and will include a mounting gasket to provide a watertight seal.

## GROUND LIGHTS - CAB

One (1) ROM V4 12" LED ground light will be provided under each side cab door entrance step, four (4) total. The lights will be mounted in ROM standalone aluminum mounting track with mounting slots at each end. The ground lights will turn on automatically with each respective door jamb switch and also by a master ground light switch in the warning light switch console.

Each light will illuminate an area at a minimum 30" outward from the edge of the vehicle.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## GROUND LIGHTS - REAR

One (1) ROM V4 12" LED ground light will be provided under each rear body corner, two (2) total. The lights will be mounted in ROM standalone aluminum mounting track with mounting slots at each end. The ground lights will be activated by a master ground light switch in the cab and will be wired through the load management system.

The lights will be positioned to illuminate the ground under the rear tailboard.

## **\*\*\*\* BODY ELECTRICAL SYSTEM \*\*\*\***

### 12 VOLT BODY ELECTRICAL SYSTEM

All electrical lines in the body will be protected by automatic circuit breakers, conveniently located to permit ease of service. Flashers, heavy solenoids and other major electrical controls will be located in a central area near the circuit breakers.

All lines will be color and function coded every 3", easy to identify, oversized for the intended loads and installed in accordance with a detailed diagram. A complete wiring diagram will be supplied with the apparatus.

Wiring will be carefully protected from weather elements and snagging. Heavy duty loom will be used for the entire length. Grommets will be utilized where wiring passes through panels.

In order to minimize the risk of heat damage, wires run in the engine compartment area will be carefully installed and suitably protected by the installation of heat resistant shielded loom.

All electrical equipment will be installed to conform to the latest federal standards as outlined in NFPA 1901.

### BODY ELECTRICAL JUNCTION COMPARTMENT

A weather resistant electric junction compartment will be provided within the body or pump enclosure, depending on vehicle configuration. This compartment will provide an easily accessible enclosure to house all of the body wiring junction points, terminal strips, solenoids, etc. The design of this compartment will not decrease the storage capacity area of the compartment or area in which it is located. A removable panel will be provided for access to this compartment.

### ENGINE COMPARTMENT WORK LIGHTS

Two (2) Peterson model #M391 lights will be provided inside the engine enclosure that will provide a minimum of 20 candlepower illumination. Each light will have their own independent switch incorporated into the light head.

### ROM TRACK MOUNTED COMPARTMENT LIGHTS - LED

Each individual, equipment storage compartment will be equipped with the ROM LED V4 lights on the forward and rear edge of each body door opening. The lights will be mounted in an anodized aluminum track provided by ROM either as a stand alone, unit or an integrated part of the roll up shutter door track. The lights will be designed and manufactured to be water proof meeting the IPX7 industry standard and will include a streamline optic lens and a fixed lumen output across 9-16vdc. Each LED module will be of interlocking design and will be able to be serviced/replaced without the removal of light assembly or shutter door.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## **RECESSED 150W PIONEER LED FLOODLIGHTS – DRIVER SIDE**

Two (2) Whelen Pioneer model # PFP2 recessed lights will be installed one rearward and one forward on the driver side of the body using the Whelen # PBA203 recessed bracket.

Each lamp head will have two (2) white LED modules and will draw 13 amps and generate 16,000 lumens.

## **RECESSED 150W PIONEER LED FLOODLIGHTS – OFFICER SIDE**

Two (2) Whelen Pioneer model # PFP2 recessed lights will be installed one rearward and one forward on the officer side of the body using the Whelen # PBA203 recessed bracket.

Each lamp head will have two (2) white LED modules and will draw 13 amps and generate 16,000 lumens.

## **OFFICER SIDE OF BODY LIGHT SWITCHING - CAB**

A switch will be provided in the cab warning light switch console to turn the officer side of body lights on and off.

## **DRIVER SIDE OF BODY LIGHT SWITCHING - CAB**

A switch will be provided in the cab warning light switch console to turn the driver side of body lights on and off.

## **NFPA AUDIBLE AND LIGHTING WARNING PACKAGE**

The following warning light package will include all of the minimum warning light and actuation requirements for the current revision of the NFPA 1901 Fire Apparatus Standard. The lighting as specified will meet the requirements for both "Clearing Right of Way" and "Blocking Right of Way" which includes disabling all white warning lights when the apparatus is in "Blocking Right of Way" mode.

## **LIGHT PACKAGE ACTUATION CONTROLS**

The entire warning light package will be actuated with a single warning light switch located on the cab switch panel. The wiring for the warning light package will engage all of the lights required for "Clearing Right of Way" mode when the vehicle parking brake is not engaged. An automatic control system will be provided to switch the warning lights to the "Blocking Right of Way" mode when the vehicle parking brake is engaged.

## **WARNING LIGHT FLASH PATTERN**

All of the perimeter warning lights will be set to an NFPA compliant flash pattern by the apparatus manufacturer.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## UPPER LEVEL LIGHTING - CODE 3

### NFPA ZONE A, UPPER

A Code 3 2758NFPA P1 "RX 2700 Prizm II Series", 58" LED cab roof warning light bar will be furnished and rigidly mounted on top of the cab roof.

The light bar will be equipped with the following:

- Red Upper Lenses
- Clear Lower Lenses
- Six Forward Facing Red - Eight LED Reflector Prizm II Modules
- Four Corners Red - Twelve LED Reflector Prizm II Modules.

If equipped, the forward facing white lights will be automatically disabled for the "Blocking Right of Way" mode.

### NFPA ZONE C, UPPER

Two (2) Code 3 3712\*BZ-75, PriZm II LED lights, will be furnished and mounted one (1) each side at the rear, upper portion of the apparatus.

Each light head will be equipped with red LED's and a colored lens.

The lights will be installed with a chrome plated mounting flange.

### NFPA ZONES B & D REAR, UPPER

Two (2) surface mounted Code 3 378\*BZ-75 PriZm II LED light heads will be furnished and will be mounted one (1) each side on the upper side face, towards the rear of the body, facing to each side of the unit.

Each light head will be equipped with red LED's and a colored lens.

The lights will be installed with a chrome plated mounting flange.

### NFPA ZONES B & D FRONT, UPPER

Two (2) surface mounted Code 3 378\*BZ-75 PriZm II LED light heads will be furnished and mounted; one (1) each side on the upper side face, towards the front of the body, facing to each side of the unit.

Each light head will be equipped with red LED's and a colored lens.

The lights will be installed with a chrome plated mounting flange.

## LOWER LEVEL LIGHTING - CODE 3

### NFPA ZONE A, LOWER

Two (2) Code 3 LXEX1F-\* LED light heads will be provided and installed one (1) each side.

Each light head will be equipped with red LED's and a clear lens.

The lights will be installed with a brushed aluminum mounting flange.

The lower zone A warning lights will be mounted in the commercial chassis grille.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## NFPA ZONE C, LOWER

Two (2) Code 3 65BZ\* LED light heads will be provided and installed; one (1) each side directly below the DOT stop, tail, turn and backup lights.

Each light head will be equipped with red LED's and a colored lens.

The lights will be installed in the common bezel with the taillights.

## NFPA ZONES B & D FRONT, LOWER

Two (2) Code 3 XT4\*\* LED light heads will be provided and installed one (1) each side.

Each light head will be equipped with red LED's and a clear lens.

The lights will be installed with a black mounting flange.

The lower zone B & D warning lights will be mounted on the sides of the bumper extension.

## NFPA ZONES B & D REAR, LOWER

Two (2) Code 3 378\*BZ-75 PriZm II LED light heads will be provided and installed one (1) each side.

Each light head will be equipped with red LED's and a colored lens.

The lights will be installed with a chrome plated mounting flange.

## WARNING LIGHT SYSTEM CERTIFICATION

The warning light system(s) specified above will not exceed a combined total amperage draw of 45 AMPS with all lights activated in either the "Clearing Right of Way" or the "Blocking Right of Way" mode.

The warning light system(s) will be certified by the light system manufacturer(s), to meet all of the requirements in the current revision of the NFPA 1901 Fire Apparatus Standard as noted in the General Requirements section of these specifications. The NFPA required "Certificate of Compliance" will be provided with the completed apparatus.

## ARROW STICK WARNING LIGHT

One (1) Code 3 LEDX, "Narrow Stik" Model #NASL847, 47" rear directional light will be installed on the rear of the body. The light will be equipped with eight (8) lamps. The light will be controlled from the cab. The control module will be conveniently located near the driver's position. The rear directional light will be wired through the load management system of the unit.

\*\*\*\*\* AUDIBLE WARNING EQUIPMENT \*\*\*\*\*

## BACK-UP ALARM

A Code 3, model # D450C, 87dBA back-up alarm, will be provided and installed at the rear of the apparatus under the tailboard. The back-up alarm will activate automatically when the transmission is placed in reverse gear and the ignition is "on".

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## ELECTRONIC SIREN

One (1) Whelen # 295SLSA1, 100 watt electronic siren will be provided featuring: bottom mount control head in cab, "Si-Test" self-diagnostic feature, six (6) function siren, radio repeat and public address.

The electronic siren and speaker will meet the NFPA required SAE certification to ensure compatibility between the siren and speaker.

One (1) Whelen, model # SA122FMP polished aluminum siren speakers will be provided, recessed in the front bumper and wired to the electronic siren.

## RESCUE BODY DESIGN CONSTRUCTION

The body side and compartment assemblies will be designed and assembled to provide maximum strength and durability under all operating conditions.

Special attention will be taken to minimize rust on all fabricated parts and structural members of the body. All bolt-on components will be provided with a dissimilar metals isolation barrier to prevent electric corrosion. The body design will also incorporate removable panels to access spring hangers, rear body mounts and fuel tank sending units.

The body will be an all Heliarc welded construction for maximum strength and integrity for the entire life of the apparatus. The body assembly will be a single unit completely isolated from the cab.

## BODY AND COMPARTMENT FABRICATION - 1/8" & 3/16" ALUMINUM

All compartment panels and body side sheets will be 1/8" and 3/16" aluminum (5052-H32). Each side compartment assembly will be both plug welded and stitch welded to ensure proper weld penetration on all panels while avoiding the possible warping caused by a full seam weld. The side compartments will be welded on a fixture to ensure true body dimensions of all door openings. The side compartments and body side panels are then set into a body squaring fixture where the super structure is installed and the entire body is aligned to be completely symmetrical. The super structure is then welded to the compartment side panels and reinforcement plates are inserted which allows the compartment panels to become an integral component of the body support structure. A full seam weld will not be used due to the applied heat which will distort sheet metal and remove the protective coating from the perimeter of the welded area. All seams will be caulked prior to finish paint to ensure proper compartment seal.

## 92" WIDE RESCUE BODY

The rescue body will be 92" wide to provide the maximum amount of usable compartment space, and to extend the body fenderettes outward for better tire tread coverage.

## SUPER STRUCTURE - ALUMINUM

The body super structure will be an all welded configuration utilizing a combination of 3" x 1-1/2" 6061-T6 thick walled structural tubing and 6061 structural channel.

This structure will be designed to totally support the full length and width of the body and will be welded to the body side compartments by use of reinforcement plates to incorporate the compartments into an integral part of the body weldment.

The super structure will be bolted to the sides of the chassis frame at four (4) points.



# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## STEPPING, STANDING, & WALKING SURFACES

All stepping, standing, and walking surfaces on the body will meet NFPA #1901 anti-slip standards. Aluminum tread plate utilized for stepping, standing, and walking surfaces will be ALCOA No Slip type. Upon request by the Purchaser, the manufacturer will supply proof of compliance with this requirement.

## ROOF CONSTRUCTION

The apparatus body and roof panel construction will be integral and reinforced for maximum strength.

The roof will be 3/16" 3003H-12 aluminum tread plate welded to the interior roof members and vertical interior compartment walls. The roof perimeters will be fabricated to overlap the body side sheets to allow a weather tight seal.

All roof seams will be continuously welded. Heliarc welding will be used for this process.

The roof members will be 2" x 2" x 1/4" wall square tubing welded in place and supported by the side vertical wall members. Attachment of the roof skin with pop rivets or sheet metal screws, or support of the roof surface with plywood are not acceptable and grounds for rejection.

***Centered overtop of compartments L1/R1 shall be a recessed well for installation of the generator. The well shall be large enough to allow appropriate airflow to cool the generator during operation.***

*LD ROLL-UP THREE (3) COMPARTMENT WALK AROUND, 60" CA*

## LEFT SIDE COMPARTMENT #1

- 60" high x 31-1/4" wide x 24" deep
- Roll-Up door
- Door opening: 56" high x 28" wide
- Clear opening: 50" high x 25" wide

Compartment L-1 will be transverse over the frame rails.

The following accessories will be installed:

## LEFT SIDE COMPARTMENT #2

- 35" high x 51-1/2" wide x 24" deep
- Roll-Up door
- Door opening: 31" high x 47" wide
- Clear opening: 25" high x 44" wide

Compartment L-2 will be transverse over the frame rails.

The following accessories will be installed:

One (1) rollout, drop down tray(s)

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## LEFT SIDE COMPARTMENT #3

- 60" high x 38-1/8" wide x 24" deep
- Roll-Up door
- Door opening: 56" high x 36" wide
- Clear opening: 50" high x 33" wide

The following accessories will be installed.

One (1) #500, 70%, floor mounted rollout tray(s)

## RIGHT SIDE COMPARTMENT #1

- 60" high x 31-1/4" wide x 24" deep
- Roll-Up door
- Door opening: 56" high x 28" wide
- Clear opening: 50" high x 25" wide

Compartment R-1 will be transverse over the frame rails.

The following accessories will be installed:

One (1) adjustable shelf(s)

One (1) #250 floor mounted rollout tray(s)

## RIGHT SIDE COMPARTMENT #2

- 35" high x 51-1/2" wide x 24" deep
- Roll-Up door
- Door opening: 31" high x 47" wide
- Clear opening: 25" high x 44" wide

Compartment R-2 will be transverse over the frame rails.

The following accessories will be installed:

One (1) rollout, drop down tray(s)

## RIGHT SIDE COMPARTMENT #3

- 60" high x 38-1/8" wide x 24" deep
- Roll-Up door
- Door opening: 56" high x 36" wide
- Clear opening: 50" high x 33" wide

The following accessories will be installed:

## REAR COMPARTMENT

A rear compartment measuring 42" wide with a minimum height of 47-3/4" and a depth equal to the width of the rearmost compartment which is NOT Transverse.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## UPPER REAR STEP COMPARTMENT

A compartment will be provided above the rear step compartment for the storage of long equipment. The compartment will be 44" wide x 12" high x body length. Fiberglass angle will be provided on the compartment floor for the storage of ground ladders or a stokes basket. A horizontally, top hinged tread plate door with a quarter turn "D" handle will be provided to access the compartment.

One (1) #500, 70%, floor mounted rollout tray(s)

## TRAILER HITCH AND RECEIVER

A trailer receiver will be provided at the rear of the body and will be constructed from 2 1/2" seamless structural steel tubing fastened to the chassis frame.

A seven (7) flat pin connector will be provided for towing purposes.

## ROLL-UP DOORS

Roll-up doors will be provided on all compartments. The roll-up doors will be constructed from aluminum extruded slats which will have a flexible seal between each slat for proper sealing of the door.

A synthetic rubber seal will be provided at each side, top and bottom edge of the door to prevent entry of dirt into the compartment.

The door will be equipped with a lift bar style latch mechanism which will latch at the bottom of the door mounting extrusion.

The roll-up door assembly will be furnished with a spring-loaded, counter balance assembly to assist in door actuation.

All running board and high side compartments will be equipped with roll-up doors.

## ROBINSON ROLL-UP DOORS

The roll-up doors will be Robinson (ROM) brand roll-up doors, equipped with a brushed aluminum finish, with a PVC inner seal to prevent metal to metal contact and to repel moisture. The slats will be double-wall extrusion 1.366" high by .315" thick with interlocking end shoes to prevent the slats from moving side-to-side and binding the door. All slats are to have interlocking joints to prevent penetration by sharp objects.

## SWEEP-OUT COMPARTMENT FLOORS

Compartment floors will be welded to the compartment walls and have a sweep out design for easy cleaning.

Compartments with hinged doors will have the door opening flanges bend down to produce the sweep-out design.

Compartments with roll-up style doors will have the external floor flange stepped down, 1/2" high x 2" deep, to produce a sealing surface for the roll-up doors below the compartment floor. The sweep out design will also permit easy cleaning.

## COMPARTMENT DRIP MOLDING

Drip molding will be provided directly over all of the compartment doors.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## COATED FASTENERS

All exterior fasteners will be coated stainless steel screws. Screw threads will be coated with reusable, self-locking, sealing material to provide vibration resistance. Screw heads will be coated with a sealing element to prevent galvanic corrosion between dissimilar metals. Non-coated screws will only be provided as part of vendor supplied component installations.

## COMPARTMENT LOUVERS

Ventilation between compartments to atmosphere will be provided and located to avoid water entry into compartments.

## ACCESS PANELS

Removable access panels will be provided in all lower compartments (if applicable) to access spring pins, fuel tank sender, electrical junction compartment and rear body mounts.

Protective panels will be located in the rear compartments providing access to the lights and associated wiring. The covers will also serve as protective covers to prevent inadvertent damage to lights or wiring from tools or equipment located in the compartment.

## BODY PROTECTION PANELS

The front face of the body side compartments, including the entire forward area of the body, will be overlaid with a polished aluminum tread plate, full height protection panel.

## BODY PROTECTION PANELS

The rear surface of the body, around the rear compartment access doors will be overlaid with a polished aluminum tread plate, full height protection panel to protect the painted surfaces around the rear compartment during usage.

## BODY RUB RAILS

Sacrificial C-Channel style rub rails will be mounted at the base of the body, extend outward from the body. The rub rails will extend the full length of the main body. Rub rails will be designed to bolt to the body from the bottom side of the compartment area, so as not to damage the body side panels on initial impact and to provide for ease of replacement.

## REAR BUMPER

An 8" rear bumper will be provided at the rear of the body for protection. The framework shall and will be integral to the subframe with a bolt on treadplate overlay to allow for ease of replacement or repair. The bumper will be fabricated from aluminum tread plate with mitered corners to prevent snagging.

## GRAB RAILS

All hand rails will be 1-1/4" outer diameter, knurled bright anodized aluminum extrusion, designed to meet NFPA 1901 requirements.

Molded gaskets will be installed between the handrail stanchion castings and body surfaces to prevent electrolytic reaction between dissimilar metals and to protect paint.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## GRAB RAIL LOCATIONS:

Grab rails will be provided at the following specified locations. Additional grab rails will be provided adjacent to any additional steps specified to comply with NFPA 1901.

Two (2) at the rear of the rescue body, one (1) each side

## SAFETY SIGN(S) AT REAR STEP AND CROSS WALKWAY(S)

Safety sign(s) will be located on the vehicle at the rear step, and at any cross walkway(s), to warn personnel that riding in or on these areas while the vehicle is in motion is prohibited.

## REAR WHEEL WELL LINERS

Fully removable, bolt-in, 1/8" aluminum fender liners will be provided. The wheel well liners will extend from the outer wheel well body panel, into the truck frame. Removable vertical splash shields, inward of the wheels, will be provided to give access to the hydraulic components. The completely washable fender liners will be designed to protect the front and rear compartments and main body supports from road salts, dirt accumulation and corrosion.

## REAR FENDERETTES

The rear fenders will be equipped with easily replaceable, polished extruded aluminum fenderettes. The fenderettes will be equipped with a rubber gasket molding between the body panel and the fenderette.

## AIR BOTTLE STORAGE COMPARTMENTS

A total of three (3) SCBA air bottle storage compartments (8" high x 8" wide x 26" deep) will be inserted into the body fender area on a 5 degree pitch. The compartments will be located with one (1) on the driver side and two (2) on the officer side of the rear body fender panels. The lower portion of the compartments will be non-abrasive to absorb shock and help secure the bottle.

Each storage compartment will be equipped with a polished stainless steel door that will be tied to the "Do Not Move Apparatus" warning system.

## REAR MUD FLAPS

Heavy duty mud flaps will be provided behind the rear wheels.

## REAR TOW EYES

Two (2) painted tow eyes will be furnished on the rear of the vehicle. The tow eyes will be made from plate steel and will be bolted directly to the chassis frame rails with grade 8 bolts and will extend below the body. The tow eyes will be smooth and free from sharp edges, and have a minimum eyelet hole of 2-1/2". The tow eyes will be painted.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## \*\*\*\* COMPARTMENT ACCESSORIES \*\*\*\*

### ADJUSTABLE SHELVING

Compartment shelving will be constructed of 3/16" brush finish aluminum with a 2" upward bend at front and rear, and side supports. Shelving will be vertically adjustable with spring nuts in aluminum strut channel.

Adjustable shelves will be located as indicated at each compartment description.

One (1) in the right side compartment #1

### SLIDE OUT FLOOR MOUNT SHELVING

Slide out floor mount compartment shelving will be constructed of 3/16" brush finish aluminum with a 2" upward bend at front and rear, and side supports attached to #250 rated slides. Slide out floor mount shelving will have gas shocks to hold the tray in and out.

Slide out floor mount shelving will be as indicated at each compartment description.

One (1) in the right side compartment #1

### 500 POUND FLOOR MOUNTED ROLL OUT TRAYS

Floor mounted roll-out trays will consist of heavy duty, roller bearing slide tracks with a load rating of 500 pounds, securely fastened to the compartment floor. The tray will be fabricated from 3/16" brushed aluminum with a minimum 2" high flange on each of the four sides to assist in retaining the equipment stored on each tray. The slide tracks will have a 70% extension.

The 500 pound floor mounted roll out trays will be as indicated at each compartment description.

One (1) in the left side compartment #3

One (1) in the rear compartment

### ROLL-OUT/ DROP DOWN TRAYS

The roll out/tilt tray will consist of a 3/16" brushed aluminum finished aluminum tray with a minimum 2" lip on all four sides. Heavy duty aluminum Unistrut "C" channel tracking material will be utilized to securely fasten the slide tracks to the compartment walls, while allowing height adjustment.

The slide mechanism will consist of a low-weight high-strength plastic to create a robust front bracket to support the aluminum tray. The rear of the tip down tray will be mounted on a slider with an integral pivot plate. This slider and pivot plate will be mounted inside an aluminum rail for maximum strength. The tray will be released from the stowed position with the use of a push button and will be capable of auto latching to the stowed position. The front handle/latch will be designed with a double hand hold to control the tray when deployed or stowed. The roll out/tilt tray will be rated for 330# capacity.

Roll out/Tilt trays be as indicated at each compartment description.

One (1) in the left side compartment #2

One (1) in the right side compartment #2

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## FLOOR EXTENSIONS

Floor extensions constructed of 3/16" aluminum will be provided to extend the transverse floor area above the frame rails to the door opening. Installed immediately below, will be a bottom reinforcement to prevent distortion from accessories mounted on the extension.

Floor extensions will be as indicated at each compartment description.

One (1) in the rear compartment

## VERTICAL PULL OUT TOOL BOARD

Two (2) vertical pull out tool board(s) will be provided and mounted in Compartment R3. The tool board(s) will be constructed of 3/16" smooth aluminum allowing mounting of equipment on both sides of the tool board(s). The tool board will be attached to #250 rated slides, one at the top and one at the bottom of the tool board. 3/16" aluminum angles will attach the slides to tracking to allow horizontal adjustments. A gas shock will be used to secure the tool board in the stored and deployed position.

## **\*\*\*\*120/240 VOLT A.C. ELECTRICAL AND GENERATOR SECTION\*\*\*\***

### 120/240 VOLT ELECTRICAL SYSTEM TESTING

All line voltage wiring and permanently connected devices and equipment will be subjected to a dielectric voltage withstand test of 900 volts for one minute. The test will be conducted between live parts and the neutral conductor and between live parts and the vehicle frame with any switches in the circuits closed. The test will be conducted after all bodywork has been completed. The dielectric tester will have a minimum 500 VA transformer with a sinusoidal output voltage that can be verified.

Electrical polarity verification will be made of all permanently wired equipment and receptacles to determine that connections have been properly made.

### OPERATIONAL TESTING

The apparatus manufacturer will perform the following operation test and will certify that the power source and any devices that are attached to the line voltage electrical system are properly connected and in working order.

The generator will be started from a cold start condition and the line voltage electrical system will be loaded to 100 percent of the nameplate voltage rating.

The following items will be monitored and documented every 15 minutes:

- The cranking time until the generator starts and runs.
- The voltage, frequency, and amperes at continuous full rated load.
- The generator oil pressure, water temperature, transmission temperature, hydraulic temperature, and the battery rate charge, as applicable.
- The ambient temperature and altitude.

The generator will operate at 100 percent of its nameplate wattage for a minimum of two (2) hours.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

**Bidder  
Complies**

**Yes      No**

**HYDRAULIC GENERATOR**

Smart Power, model LRT-6, fully enclosed 6200 watt hydraulic generator will be provided.

The generator system will come with a standard 5 year/1,000 hour fully transferable warranty from the manufacturer.

The unit will come equipped with: enclosed generator tray assembly (which includes the generator, hydraulic motor, cooler, fan, electronics package, 10 micron spin-on fluid filter and internal reservoir), hydraulic gear pump with complete installation kit (including PTO for F-Series installations, or engine mounting bracket/clutch kit for other applications), and Command and Control Center (CCC) display with all required wiring harnesses. The CCC will be an interactive operator control center, equipped with smart touch solid state buttons, with displays for voltage, frequency, amperage, hour meter, service reminders, operator warnings, system faults and diagnostics. Standard electronics package will include smart start engagement to reduce mechanical stress, precise voltage and frequency control, cold start system, automatic load and temperature compensation, integrated diagnostics system, and other automated control features to protect system, vehicle and operator.

The hydraulic motor, generator, fan, cooler, reservoir and other necessary hydraulic components will be mounted in a rugged stainless steel case.

The body of the generator tray assembly will be 32" long x 13.5" wide x 17" high and weigh approximately 190 pounds. The reservoir will be mounted internally.

The wiring from the generator to the breaker box will be type SO with suffix WA flexible cable.

**Ratings and Capacity\***

- Rating: 7500 watts peak - 6200 watts continuous
- Volts: 120/240 volts
- Phase: Single, 4 wire
- Frequency: 60 Hz
- Amperage: 46 amps @ 120 volts or 23 amps @ 240 volts
- Engine Operation Speed: 1350 RPM (stationary operation only)

**Testing**

The generator will be tested in accordance with all current N.F.P.A. 1901 standards.

**Notes**

\*All ratings and capacities will be derived utilizing current NFPA 1901 test parameters.

**GENERATOR PTO**

A hot shift PTO will be provided on the transmission for the Smart Power generator that will allow the generator to operate while the vehicle is stationary. The PTO will be controlled from the cab and will include a PTO engagement switch and a PTO engaged indicator light.

**GENERATOR WARRANTY**

The specified generator will have a five (5) year or one thousand (1000) hour warranty as provided by the generator manufacturer. A copy of the generator warranty will be provided at time of delivery.



# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## LINE VOLTAGE ELECTRICAL SYSTEM CERTIFICATION

When the unit successfully meets all the requirements outlined in NFPA 1901, 2009 Edition, UL shall issue a Certificate of Automotive Fire Apparatus Examination and Test stating the unit's compliance with the required line voltage section of NFPA.

## GENERATOR LOCATION

The generator will be permanently mounted on top of the body.

Locating the generator greater than 144" from the main breaker panel may require the installation of an additional power disconnecting means.

## 120/240 VOLT LOAD CENTER

The generator output line conductors will be wired from the generator output connections to a Square D, model #QO112L125G breaker panel. The breaker panel will be equipped with a properly sized main breaker using two (2) of the twelve (12) spaces which leaves a total of ten (10) available spaces.

The generator output conductors will be sized to 115% of the main breaker rating and will be installed as indicated in the wiring section.

Ten (10) appropriately sized, 120 volt, circuit breakers will be provided.

The breaker panel will be located on the rear wall of the driver side front compartment.

## 120/240 VOLT WIRING METHODS

Wiring/conduit will not be attached to any chassis suspension components, water or fuel lines, air or air brake lines, fire pump piping, hydraulic lines, exhaust system components or low voltage wiring.

All wiring will be installed at a minimum of 12 inches away from any exhaust piping and a minimum of 6 inches from any fuel lines.

All wiring will be securely clamped within 6 inches of any junction box and at a minimum of every 24 inches of run. All supports will be of nonmetallic material or corrosion protected metal. All supports will not cut or abrade conduit or cable and will be mechanically fastened to the vehicle.

All power supply assembly conductors, including neutral and grounding conductors, will have an equivalent amperage rating and will be sized to carry not less than 115% of the main breaker rating.

All Type SO or Type SEO cable not installed in a compartment will be installed in wire loom. Where Type SO or Type SEO cable penetrates a metal surface, a rubber or plastic grommet or bushing will be provided.

The installation of all 120/240 wiring will meet the current NFPA-1901 Standards.

## 120/240 VOLT WIRING IDENTIFICATION

All line voltage conductors located inside the main breaker panel box will be individually and permanently identified. When pre-wiring for future power wiring installations, the non-terminated ends will be labeled showing function and wire size.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## 120/240 VOLT GROUNDING

The neutral conductor of the power source will be bonded to the vehicle frame only at the power source.

The grounded current carrying conductor (neutral) will be insulated from the equipment grounding conductors and from the equipment enclosures and other grounded parts. The neutral conductor will be colored white or gray.

In addition to the bonding required for the lower voltage return current, each body and driving/crew compartment enclosure will be bonded to the vehicle frame by a copper conductor. The conductor will have a minimum amperage rating of 115 percent of the name plate current rating of the power source specification label.

## 120/240 VOLT CIRCUIT BREAKER / RECEPTACLE INSTALLATION

The system will be installed by highly qualified electrical technicians to assure the required level of safety and protection to the fire apparatus operators. When multiple circuit are required, the circuits will be wired to the breaker panel in a staggered configuration to minimize electrical loads on each breaker or generator (leg) circuit. The wiring, electrical fixtures and components will be to the highest industry quality standards available on the domestic market. The equipment will be the type as designed for mobile type installations subject to vibration, moisture and severe continuous usage.

## 120/240 VOLT RECEPTACLE INSTALLATIONS

Any receptacle installed in a wet location must be a minimum of 24 inches above the ground and provided with an approved wet location cover. Wet receptacles may not be mounted at more than 45 degrees from vertical, nor can they be mounted in a face-up position.

One (1) 120 volt, NEMA L5-20, 20 amp, Single twist-lock receptacle with a grey thermoplastic, corrosion resistant, weatherproof cover will be installed at each side of the of the rear body panel. (Total of two (2))

Each receptacle will require one (1) 20 amp, 120 volt circuit breaker to be installed in the load center, for a total of two (2) breakers.

## ELECTRIC CABLE REEL

One (1) Hannay Model #ECR-1616-17-18, 120 volt, electric rewind cord reel will be provided and wired to the breaker panel. The reel will be securely mounted and equipped with a rewind control adjacent to the reel.

The cord reel will be ceiling mounted in the lower rear step compartment.

The circuit breaker used to protect any device attached to the cord reel will be sized to the smallest electrical connection used.

One (1) reel rewind switch(s) will be provided on the compartment wall

One (1) Hannay 4-way stainless steel roller assembly will be provided. The roller assembly opening will be the full width of the reel drum.

One (1) cable ball stop(s) will be installed on the cable to keep the end from passing through the roller assembly.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## ELECTRIC CABLE

Two hundred (200) feet of Type SO black 12/3 heavy duty electric cable will be provided on the reel.

One (1) NEMA L5-15R, 15 amp, three prong twist-lock receptacle will be provided on the end of the cable.

## LIGHTING (TRI-POD) - AS DIRECTED

Two (2) Whelen, model #PFP2AP1 150 watt LED telescoping lights will be provided. Each light will be mounted to a Whelen tripod lighting stand that will be provided and installed on the exterior body as directed by the Fire Department. The lighting stand will be UL listed for fire service use. The tripod stand will have a 30" body with 20" legs and the raising and lowering of the light will be locked in place by a twist lock tightening mechanism. The use of a knob or latch to release the pole in order to raise and lower the telescoping portion of the pole will not be accepted.

The lights will be mounted on the body as directed by the fire department, one (1) each side. Wiring used for the lighting will be a minimum of 16 gauge three (3) wire cable that is properly supported and protected from damage.

The tripod lights will be equipped with a pig tail cord equipped with an L5-15 120V plug and a weatherproof "on-off" switch on the light head.

One (1) 120V, L5-15 amp receptacle will be provided and installed near the mounting position of each tripod light for a total of two (2) receptacles. Both receptacles will require one (1) 15 amp, 120V circuit breaker to be installed in the load center. The tripod lights will be equipped with a pig tail cord equipped with appropriate 120V plug and a weatherproof "on-off" switch on the light head.

The tri-pod lights will be controlled from the following location(s):

- At breaker panel, with breaker

## WILL-BURT 1.8 LIGHT TOWER

A Will-Burt Nightscan 1.8, model NS 1.8-600 WHL surface mounted light tower will be provided and mounted as specified.

The light tower will be equipped with four (4) 150-watt, 120-volt Whelen LED spot/flood light fixtures to provide a total of 600 watts of lighting. The light tower uses an RCP (Remote Control Positioner) attached to the top of the tower to allow full rotation and tilt of the light fixtures at any vertical height to ensure total scene coverage above or beside the vehicle. The light tower extends to a maximum height of six (6) feet from the mounted surface.

The four (4) 150-watt light heads will require one (1) 120-volt, single pole 15-amp circuit breaker.

The light towers functions including "auto stow," are operated by a pistol grip remote control. The light tower control will be mounted in the proximity of the electrical breaker panel.

An emergency stop button will be integrated into the wired hand held control for added safety.

The light tower will be mounted on top of the body, centered near the rear.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## ADDITIONAL ITEMS SUPPLIED WITH THE VEHICLE

- 1 - Pint of touch up paint for each color
- 1 -Bag of assorted stainless steel nuts and bolts

## LOOSE EQUIPMENT

The following items will be provided and shipped loose with the completed apparatus at the time of delivery:

## WHEEL CHOCKS

Two (2) ZICO #SAC-44 folding wheel chocks will be mounted forward of the rear wheels on the driver side below the side running board compartments.

## \*\*\*\* PAINT SECTION \*\*\*\*

## PAINT, PREPARATION AND FINISH

The PPG Delta, Low V.O.C., polyurethane finishing system, or equal, will be utilized. A "Clear Coat" paint finish will be supplied to provide greater protection to the quality of the exterior paint finish.

All removable items, such as brackets, compartment doors, etc. will be painted separately to insure finish paint behind mounted items. All compartment unwelded seams exposed to high moisture environments will be sealed using permanent pliable caulking prior to finish paint.

## BODY PRIMER & PREPARATION

All exposed welds will be ground smooth for final finishing of areas to be painted. The compartments and doors are totally degreased and phosphatized. After final body work is completed, grinding (36 and 80 grit), and finish sanding will be used in preparation for priming.

## BODY FINISH PAINT

The body will be finish sanded and prepared for final paint. Upon completion of final preparation, the body will be painted utilizing the highest quality, state of the art, low V.O.C., polyurethane base paint. Finish paint will be applied in multiple coats to ensure proper paint coverage with a high gloss finish.

The entire body will be buffed and detailed.

## BODY PAINT

The inside and underside of the complete body assembly will be painted job color using a PPG Delta System, prior to installation of the body on the chassis or torque box.

## COMPARTMENT PAINT

The interior of the body compartments will be painted with Line-X material.

The Line-X coating will be light gray in color.

## BODY PAINT

The body paint finish will be PPG Delta System in a single color, to match customer furnished paint codes and requirements.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## CHASSIS CAB PAINT

The commercial cab exterior will be finish painted in a single color by the chassis manufacturer with Purchaser's choice of color as available.

## COMMERCIAL CAB PAINT FINISH GUIDELINES

The chassis will be painted and detailed as provided from Ford and will meet their quality guidelines.

## WHEEL PAINT

The chassis wheels will be painted as provided by the commercial chassis manufacturer.

## TOUCH-UP PAINT

One (1) pint of each exterior color paint for touch-up purposes will be supplied when the apparatus is delivered to the end user.

## FINALIZATION & DETAILING

Prior to delivery, the vehicle, the interior and exterior be cleaned and detailed. The finalization process detailing will include installation of NFPA required labels, checking fluid levels, sealing and caulking required areas of the cab and body, rust proofing, paint touch-up, etc.

## RUST PROOFING

The entire unit will be thoroughly rust proofed utilizing rustproof and sound deadening materials applied in manufacturer recommended application procedures. Rust proofing will be applied during the assembly process and upon completion to insure proper coverage in all critical areas.

## \*\*\*\* LETTERING AND STRIPING \*\*\*\*

## GRAPHICS- LETTERING ALLOWANCE

A Lettering/Graphics allowance in the amount of 3000.00 as requested by the purchaser. The allowance will provide Lettering or Graphics on the completed unit.

All of the Lettering/Graphics requirements will be detailed to the manufacturer at or near the time of the final inspection. Any customer required Lettering/Graphics will be charged to this allowance. The manufacturer will maintain a detailed summary of all labor and materials applied to meet the Fire Department requirements and upon completion, will either provide a credit to the Department for labor and materials not consumed by this project or a secondary invoice will be submitted to the Fire Department for all expenditures, which are over and above the original allowance.

## LETTERING

The sales representative will supply all gold leaf or equal lettering, decals, special emblems and non NFPA required striping.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

## \*\*\*\* NFPA REQUIRED SCOTCH-LITE STRIPING \*\*\*\*

### SCOTCH-LITE STRIPE

A four (4) inch high "Scotch-Lite" stripe will be provided. The stripe will be applied on a minimum of 60 percent of each side of the unit, 60 percent on the rear of the unit and 40 percent on the front of the unit. The Scotch-Lite stripe layout will be determined by the Fire Department.

The Scotch-Lite will be white in color.

### REAR CHEVRON STRIPING

At least 50% of the rear facing vertical surface will be covered with alternating strips of reflective striping.

The striping will be 6" Diamond Grade Scotch-Lite.

The Diamond Grade Scotch-Lite will be Red and Fluorescent Yellow Green in color.

## \*\*\*\*\* WARRANTIES & REQUIRED INFORMATION \*\*\*\*\*

### WARRANTY - FORD CHASSIS

A one (1) year new vehicle warranty shall be provided, upon delivery and acceptance of the vehicle. The warranty shall ensure that the vehicle has been manufactured to the contract specifications and shall be free from defects in material and workmanship that may appear under normal use and service within the warranty period. The warranty may be subject to different time and mileage limitations for specific components and parts. This warranty is issued to the original purchaser of the vehicle.

The warranty shall not apply to any parts or components that are warranted directly by their manufacturers. The warranty shall not apply to routine maintenance requirements as described in the service and operators manual. No warranty whether expressed, implied, statutory or otherwise including, but not limited to any warranty of merchantability or fitness for purpose shall be imposed.

The manufacturer or representative shall be notified in writing within the warranty period of any failure of the vehicle to comply with the specified warranty. If requested, the purchaser shall promptly return the apparatus, component or part to the manufacturer for inspection of any defect in material or workmanship occurring within the applicable time limits.

The manufacturer shall either repair or replace any defective components or parts. Repair or replacement of the defective item shall be at the sole discretion of the manufacturer. The Basic Vehicle Warranty covers all components and parts unless specifically covered by other descriptions or otherwise excluded herein. Repair or replacement of components shall be done without cost to the purchaser when performed within the warranty period. Warranty repairs shall not constitute an extension of the original warranty period, either for the entire apparatus or any specific components or parts.

The warranty shall be inclusive and in lieu of all other warranties whether written, oral or implied, including but not limited to any warranty of merchantability or fitness for purpose. The warranty shall be void and the manufacturer shall not be obligated to repair or replace any component or part where the necessity of such replacement or repair, in the opinion of the manufacturer, is due in whole or in part to loads in excess of factory rated capacities, modification or alteration, accident or other misuse or abuse of the vehicle. In no event shall the manufacturer be liable for special or consequential damages including but not limited to injuries to persons or damage to property or loss of vehicle use.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

The apparatus shall be maintained and serviced, by the purchaser, according to the prescribed schedules outlined in the operators and service manuals. As a condition of the warranty the manufacturer may require that receipts or other evidence be provided to verify that maintenance and service has been performed.

## **COMPONENT WARRANTY INTERVALS** **COMMERCIAL CHASSIS**

The commercial chassis and all of the chassis related components shall only be covered by the Chassis Manufacturer's warranty as provided to the vehicle manufacturer. A copy of the chassis manufacturer's warranty shall be supplied to define additional details of the warranty provisions.

## **ITEMS EXCLUDED FROM WARRANTY**

To better understand the warranty, the following is a description of some conditions that are not covered by this warranty.

**LOOSE FASTENERS:** Nuts, bolts and screws may loosen due to road shocks, engine vibration, etc. Maintaining necessary tightness is your responsibility.

Glass and lens breakage and scratches.

Chrome, aluminum, or stainless components with bright finishes - general rust and/or staining, bluing or yellowing, rust pits and/or nicks caused by road debris, streaks, stains and corrosion caused by severe wash solutions or road salts.

**OTHER:** Some further examples that we are not responsible for are as follows: Traveling expense; Road calls; Unauthorized towing charges; Accident repairs, loss of apparatus use; Communications charges; Cost of rental equipment; Repair or replacement of items not furnished or installed by us. Road tests or Dynamometer testing.

Tires are covered by their respective manufacturer's warranty.

## **MODIFICATIONS TO ORIGINAL EQUIPMENT**

If dealers or customers cause any vehicle modifications or equipment installations to be performed and these modifications or installations adversely affect other vehicle components or vehicle performance, we shall not accept any product liability or claims under the terms of this warranty. These claims and any required repairs would be the responsibility of the person doing the modification or installation.

## **CHANGES IN COMPONENT SPECIFICATIONS**

Specifications for components (make or model) installed on the apparatus, manufactured by companies other than the apparatus manufacturer are subject to change without notice. Specifications for such components shall be as available at the time of manufacture of the apparatus. The apparatus manufacturer shall not be held liable for any specification deviations from original contract specifications on such components made by the original component manufacturer.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

**Bidder  
Complies**

**Yes      No**

## **WARRANTY - NEW PRODUCT - COMMERCIAL CHASSIS**

The bidder hereby warrants to the original purchaser (first end users) that any new products shall be free from defects in material and workmanship under normal use, maintenance and service for a period of one (1) year from date of delivery, subject to the conditions and exceptions stated herein.

Under this warranty, the manufacturer's obligation is limited to the repair or replacement at their option, at its factory, by its representative, or by its authorized service facility, of any part found to be defective by the manufacturer. If the manufacturer deems it necessary, all parts for which warranty claim is made, shall be returned to the manufacturer, transportation charges prepaid, for examination by the manufacture, who will be the sole judge as to whether such part was defective in material or workmanship under normal use, maintenance or service.

## **WARRANTY LOCATION**

All possible warranty work shall be performed at the buyer's fire station when possible. If the apparatus must return to the service center then the successful bidder shall supply drivers to transport the vehicle to and from at no additional charge to the Fire District.

## **WARRANTY - BODY STRUCTURE**

The body shall be warranted against structural defects for a period of ten (10) years from the date of acceptance of the unit. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

## **WARRANTY - CORROSION**

The body shall be warranted against rust-through or perforation, due to corrosion from within, for a period of ten (10) years. Perforation is defined as a condition in which an actual hole occurs in a sheet metal panel due to rust or corrosion from within. Surface rust or corrosion caused by chips or scratches in the paint is not covered by this warranty.

## **WARRANTY - PAINT**

The paint finish shall be warranted for a period of ten (10) years from the date of acceptance of the unit. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

## **WARRANTY – LETTERING (APPARATUS MANUFACTURE SUPPLIED LETTERING)**

The apparatus manufacturer will provide a five (5) year warranty against defects in material and workmanship for all graphic processes. Any valid claims must be made in writing within 15 days of the determination of any defects to the manufacturer's fire apparatus. The manufacturer will at its option make any necessary repairs either at a local authorized service center or at the factory, if required. The manufacturer will make the final decision as to where the repairs are to be made and any transportation cost are the owner's responsibility. The manufacturer will at its option, repair or replace any verified defects in workmanship or materials at no cost to the owner provided all the requirements of this warranty have been met.

The manufacturer will not be liable to the original purchaser or anyone else for consequential, incidental, special or direct damages, including, but not limited to, any claims for loss of profits, down time, loss of use or inconvenience. THE COMPANY MAKES NO OTHER WARRANTY, EXPRESSED OF IMPLIED, AND SPECIFICALLY, DISCLAIMS ANY IMPLIED WARRANTY INCLUDING THE WARRANTY OF MERCHANTABILITY.



# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

Bidder  
Complies

Yes No

The manufacturer continually strives to improve its products and therefore, reserves the right to make improvements or changes without incurring any obligations to make such changes or additions on equipment previously sold.

## **WARRANTY - BRIGHTWORK**

The manufacturer warrants all bright finish components used in the construction of their apparatus against defects and workmanship provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of one (1) year from the date of delivery / acceptance to the original user-purchaser, whichever occurs first.

The expressed warranty excludes corrosion or degradation of bright finished components caused by damage to the component.

## **WARRANTY - CLASS 1 - PRODUCTS**

Class 1 warrants that any equipment of our own manufacture (or manufactured for us pursuant to our specifications) found to have defects in material or workmanship during normal use and service, shall be repaired or replaced (at our opinion) free of charge, provided that written notice of such defect is received by us within two (2) years, (three 3 years on liquid filled gauges) after initial shipment.

## **WARRANTY - GENERATOR**

The specified generator shall have a five (5) year or one thousand (1,000) hour warranty, all parts and labor, as provided by the generator manufacturer. A copy of the generator warranty shall be provided at time of delivery.

## **NFPA REQUIRED LOOSE EQUIPMENT, PROVIDED BY FIRE DEPARTMENT**

The following loose equipment as outlined in NFPA 1901, 2009 edition in accordance with the applicable requirements, will be provided by the fire department. All loose equipment will be installed on the apparatus before placed in emergency service, unless the fire department waives NFPA section 4.21.

### Section 10.4.1 Ground Ladders.

It is the responsibility of the purchaser to ensure that all required equipment has been supplied and installed on the apparatus in order to achieve compliance with the standard prior to placing it in service.

10.4.1.1 Ground Ladders. If fire department ground ladders are carried on the apparatus, they shall meet the requirements of NFPA 1931, Standard for Manufacturer's Design of Fire Department Ground Ladders, except as permitted by 10.4.1.2.

10.4.1.2 Stepladders and other types of multipurpose ladders shall be permitted provided they meet either ANSI A14.2 or ANSI A14.5 with duty ratings of Type 1A or 1AA.

### Section 10.4.2 Suction Hose or Supply Hose.

If the special service fire apparatus is equipped with a pump, the requirements in 10.4.2.1 through 10.4.2.3 shall apply. It is the responsibility of the purchaser to ensure that all required equipment has been supplied and installed on the apparatus in order to achieve compliance with the standard prior to placing it in service.

10.4.2.1 A minimum of 20 ft (6 m) of suction hose or 15 ft (4.5 m) of supply hose shall be carried.

10.4.2.1.1 Where suction hose is prodded, a suction strainer shall be furnished.

10.4.2.1.2 Where suction hose is provided, the friction and entrance loss of the combination suction hose and strainer shall not exceed the losses listed in Table 16.2.4.1 (b) or Table 16.2.4.1(c).

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

**Bidder  
Complies**

**Yes      No**

- 10.4.2.1.3 Where supply hose is provided. It shall have couplings compatible with the local hydrant outlet connection on one end and the pump intake connection on the other end.
- 10.4.2.2 Suction hose and supply hose shall meet the requirements of NFPA 1961, Standard on Fire Hose.

Section 10.5 Minor Equipment.

It is the responsibility of the purchaser to ensure that all required equipment has been supplied and installed on the apparatus in order to achieve compliance with the standard prior to placing it in service.

- (1) Two portable hand lights mounted in brackets fastened to the apparatus
- (2) One approved dry chemical portable fire extinguisher with a minimum 80-B:C rating mounted in a bracket fastened to the apparatus
- (3) One 2 1/2 gal (9.5 L) or larger water extinguisher mounted in a bracket fastened to the apparatus
- (4) One self-contained breathing apparatus (SCBA) complying with NFPA 1981, Standard on Open-Circuit Self Contained Breathing Apparatus (SCBA) for Emergency Services, for each assigned seating position. But not fewer than four, mounted in brackets fastened to the apparatus or stored in containers supplied by the SCBA manufacturer
- (5) One spare SCBA cylinder for each SCBA carried, each mounted in a bracket fastened to the apparatus or stored in a specially designed storage space
- (6) One first aid kit
- (7) Two or more wheel chocks. Mounted in readily accessible locations, that together will hold the apparatus. When loaded to its GVWR or GCWR, on a hard surface with a 20 percent grade with the transmission in neutral and the parking brake released
- (8) One traffic vest for each seating position, each vest to comply with ANSI/ISEA 207, Standard for High-Visibility Public Safety Vests, and have a five-point breakaway feature that includes two at the shoulders, two at the sides, and one at the front
- (9) Five fluorescent. orange traffic cones not less than 28 in. (711 mm) in height, each equipped with a 6 in. (152 mm) retroreflective white band no more than 4 in. (102 111m) from the top of the cone, and an additional 4 in. (102 mm) retroreflective white band 2 in. (51 mm) below the 6 in. (152 mm) band
- (10) Five illuminated warning devices such as highway flares, unless the live fluorescent orange traffic cones have illuminating capabilities
- (11) One automatic external defibrillator (AED)

14.1.8.4 Fire Helmet.

It is the responsibility of the purchaser to ensure that "Fire helmets shall not be worn by persons riding in enclosed driving and crew areas any time the apparatus in placed in service.

- 14.1.8.4.1 A location for helmet storage shall be provided.
- 14.1.8.4.2 If helmets are to be stored in the driving or crew compartment, the helmets shall be secured in compliance with 14.1.11.2.

14.1.10 SCBA Mounting.

It is the responsibility of the purchaser to ensure that any SCBA equipment has been supplied and installed on the apparatus in order to achieve compliance with the standard prior to placing it in service.

- 14.1.10.1 Where SCBA units are mounted within a driving or crew compartment, a positive latching mechanical means of holding the SCBA device in its stowed position shall be provided such that the SCBA unit cannot be retained in the mount unless the positive latch is engaged.
- 14.1.10.2 The bracket holding device and its mounting shall retain the SCBA unit when subjected to a 9 G force and shall be installed in accordance with the bracket manufacturer's requirements.

# COMMERCIAL LIGHT DUTY RESCUE SPECIFICATION

**Bidder  
Complies**

**Yes      No**

14.1.10.3 If the SCBA unit is mounted in a seatback, the release mechanism shall be accessible to the user while seated.

14.1.11 Equipment Mounting.

It is the responsibility of the purchaser to ensure that any equipment installed on the apparatus by them or their subcontractor meets the following requirements prior to placing it in service.

14.1.11.1 All equipment required to be used during an emergency response shall be securely fastened.

14.1.11.2 All equipment not required to be used during an emergency response, with the exception of SCBA units, shall not be mounted in a driving or crew area unless it is contained in a fully enclosed and latched compartment capable of containing the contents when a 9 G force is applied in the longitudinal axis of the vehicle or a 9G force is applied in any other direction, or the equipment is mounted in a bracket(s) that can contain the equipment when the equipment is subjected to those same forces.

Section 15.9.3 Reflective Striping.

It is the responsibility of the purchaser to ensure that Reflective Striping has been supplied and installed on the apparatus in order to achieve compliance with the standard prior to placing it in service.

15.9.3.1" A retroreflective stripe(s) shall be affixed to at least 50 percent of the cab and body length on each side, excluding the pump panel areas, and at least 25 percent of the width of the front of the apparatus.

15.9.3.1.1 The stripe or combination of stripes shall be a minimum of 4 in. (100 mm) in total width.

15.9.3.1.2 The 4 in. (100 mm) wide stripe or combination of stripes shall be permitted to be interrupted by objects (i.e., receptacles, cracks between slats in roll up doors) provided the full stripe is seen as conspicuous when approaching the apparatus.

15.10 Hose Storage.

It is the responsibility of the purchaser to ensure that any hose storage area includes a positive means to prevent unintentional deployment in order to achieve compliance with the standard prior to placing it in service.

15.10.7 Any hose storage area shall be equipped with a positive means to prevent unintentional deployment of the hose from the top, sides, front, and rear of the hose storage area while the apparatus is underway in normal operations.

## **APPENDIX D - STANDARD CLAUSES FOR TOWN CONTRACTS**

### **1. Independent Contractor Status**

The parties each acknowledge, covenant and agree that the relationship of the Contractor to the Town shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, further covenants and agrees that it:

- (a) will conduct itself in accordance with its status as an independent contractor;
- (b) will neither hold itself out as nor claim to be an officer or employee of the Town; and
- (c) will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the Town, including but not limited to workers' compensation benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.

### **2. Contractor To Comply With Laws/Regulations**

The Contractor shall at all times comply with all applicable state and federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement.

### **3. Licenses, Permits, Etc.**

The Contractor shall, during the term of this agreement, obtain and keep in full force and effect any and all licenses, permits and certificates required by any governmental authority having jurisdiction over the rendition and performance of the services to be furnished by the Contractor under this agreement.

### **4. Termination**

This agreement may be terminated without cause by either party upon 30 days prior written notice, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and mileage expenses actually incurred prior to such termination. Notwithstanding the foregoing, this agreement may be immediately terminated by the Town:

- (a) for the Contractor's breach of this agreement, by serving written notice of such termination stating the nature of the breach upon the Contractor by personal delivery or by certified mail, return receipt requested, and upon such termination either party shall have such rights and remedies against the other as provided by law; or
- (b) upon the reduction or discontinuance of funding by the State or Federal governments to be used in furnishing some or all of the work, labor and/or services provided for under this agreement, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and expenses (if the same are to be paid under this agreement) actually incurred prior to such termination.

### **5. Defense & Indemnification**

The Contractor shall defend, indemnify and hold harmless the Town to the fullest extent allowed by law from and against any and all liability, suits, judgments, orders, causes of action and claims, including but not limited to those for bodily injury, property damage, death, and reasonable attorney's fees, arising out of or in connection with the Contractor's negligence and/or its performance or failure to perform this agreement.

### **6. Discrimination Prohibited**

The services to be furnished and rendered under this agreement by the Contractor shall

be available to any and all residents of the Town without regard to race, color, creed, sex, religion, national or ethnic origin, handicap, or source of payment; and under no circumstances shall a resident's financial ability to pay for the services provided be considered unless such consideration is allowed by State and/or Federal law, rule or regulation.

7. **Non-Discrimination In Employment**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. In the event that this is a contract to be performed in whole or in part within the State of New York for (a) the construction, alteration or repair of any public building or public work, (b) for the manufacture, sale or distribution of materials, equipment or supplies, (c) for building service, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin:

- (1) discriminate in hiring against any citizen who is qualified and available to perform the work; or
- (2) discriminate against or intimidate any employee hired for the performance of work under this contract.

The Contractor agrees to be subject to fines of \$50.00 per person per day for any violation of this paragraph, as well as to possible termination of this contract or forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Damage/Injury To Persons & Property**

The Contractor shall promptly advise the Town of all damages to property of the Town or of others, or of injuries incurred by persons other than employees of the Contractor, in any manner relating, either directly or indirectly, to the performance of this agreement.

9. **Records**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter collectively "the Records") in accordance with the following requirements:

- (a) the Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter;
- (b) the Town Auditor, State Comptroller, the Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

The Town shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate Town official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified and designation of said records as exempt under the statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Town's right to discovery in any pending or future litigation.

10. **Claims For Payment**

All invoices or claims for which payment is sought from the Town must be submitted in accordance with the following:

- (a) each claim for payment must include
  - (1) an invoice detailing the claim,
  - (2) copies of all documentation supporting the claim,
  - (3) a properly completed Town standard voucher, which includes
    - (i) the Town contract number under which payment is being claimed, **AND**
    - (ii) the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. *[Failure to include this number or numbers will prevent and preclude payment by the Town; except that where the payee does not have such number or numbers, the payee, on the invoice or Town voucher, must give the reason or reasons why the payee does not have such number or numbers and such reasons constitute a valid excuse under law.]*
- (b) Unless otherwise provided in this agreement, each claim for payment must be submitted to the Town no later than 30 days after the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (c) Notwithstanding any other provision of this agreement, no claim for payment shall be valid, and the Town shall not be liable for payment thereof, unless it is submitted to the Town within 30 days of the close of the calendar year in which the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (d) Unless otherwise provided in this agreement, the requirements of this paragraph 10, and/or of any other provisions of this agreement which supersede the same, shall constitute conditions precedent to the Town's payment obligation, and failure to comply with any or all of said requirements shall entitle the Town to deny payment.
- (e) As a further condition of payment, each claim of payment shall be accompanied by a Contractor and Sub-Contractor Progress Payment Waiver, Release and Discharge, and each Final Payment shall be accompanied by a Contractor and Sub-Contractor Final Payment, Waiver and Release form. As well as a Contractor Affidavit relative to Final Payment. Copies of these forms are attached and made a part hereof.

11. **Consent**

In the event that State or Federal law requires the recipient of services to be furnished and rendered under this agreement to give his/her prior consent thereto, the contractor shall obtain such person's consent and furnish proof thereof to the Town.

12. **Executory Clause**

The Town shall have no liability under this contract to the Contractor or to anyone else beyond the funds appropriated and available for this contract.

13. **Public Work & Building Service Contract Requirements**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof:

- (a) neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department; and
- (b) the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law.

14. **Public Work Contracts – Hazardous Substances**

If this is a contract for public work, the Contractor agrees as follows:

- (a) the Contractor acknowledges that the Town uses and/or produces various substances which may be classified as hazardous under OSHA's Hazard Communication Standard;
- (b) the Contractor recognizes the use of said substances by the Town and acknowledges that the Town has provided, or upon request will provide, the Contractor with a description of such substances which may be present in the area of the Town's facility/facilities to which the Contractor may have accessed during the performance of this contract;
- (c) the Contractor acknowledges that the Town has provided, or upon request will provide, suggestions for appropriate protective measures which should be observed when the Contractor is in the area of any such hazardous substances;
- (d) the Contractor agrees to be solely responsible for providing training and information to its employees regarding any such hazardous substances, as well as of any protective measures suggested by the Town;
- (e) the Contractor agrees to be solely responsible to ensure that the Contractor's employees observe protective measures during the performance of their duties in the performance of the contract, and that all such protective measures will be at least as stringent as those suggested or which would have been suggested by the Town;
- (f) in the event that the Contractor's performance of the work under this contract requires the use of any hazardous substances, the Contractor shall notify the Town in advance of bringing in and/or using such substances in or upon Town property and suggest to the Town appropriate measures to be observed by the Town, its officers and employees, and/or the public; and
- (g) in the event the Contractor fails in whole or in part to comply with the terms of this paragraph, the Town shall have the right to interrupt the Contractor's work and/or terminate this contract, and the Contractor shall be prohibited from renewing such work until all applicable safety and health procedures and practices are implemented by the Contractor.

15. **Disputes**

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in a court of competent jurisdiction within the State of New York.

16. **Non-Assignment**

This agreement may not be assigned, subcontracted, transferred, conveyed, sublet or otherwise disposed of in whole or in part, by the Contractor, without the prior written consent of the Town, and any attempts to assign the contract without the Town's written consent are null and void.

17. **No Collusion**

If this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that:

- (a) its bid was arrived at independently and without collusion aimed at restricting competition; and
- (b) at the time Contractor submitted its bid, an authorized and responsible person executed

and delivered to the Town a non-collusive bidding certification on Contractor's behalf.

18. **International Boycott**

In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000.00, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation, has participated, is participating, or shall participate in an International boycott in violation of the federal Export Administration Act of 1979, or regulations thereunder. If such contractor, or any of the aforesaid affiliates of Contractor, is convicted, or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Town Manager within five (5) business days of such conviction, determination or disposition of appeal.

19. **Town's Rights of Set-Off**

The Town shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Town's option to withhold for the purposes of set-off any moneys due to the Contractor under this agreement up to any amounts due and owing to the Town with regard to this contract, any other contract with any Town department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Town for any other reason, including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Town shall exercise its set-off rights in accordance with normal Town practices, including, in cases of set-off pursuant to an audit, the acceptance of such audit by the Town Board of Supervisors or its designated representative.

20. **Contractor Defined**

Whenever the term "Contractor" is used in this agreement, such term shall include and apply to all employees, all officers, directors and agents, if any, of the Contractor.

21. **Amendment**

This agreement may not be amended, modified or renewed except by written agreement signed by the Contractor and the Town.

22. **Ownership Of Work Products**

All final and written or tangible work products completed by the Contractor shall belong to the Town. In the event of premature discontinuance of performance, the Contractor agrees to deliver all existing products and data files to the Town.

23. **Executive Order Debarment/Suspension**

In the event that this contract involves the Contractor furnishing goods and services in excess of \$100,000.00, or constitutes a subaward to subrecipients, under any Federal program, grant or other funding source, then by executing this agreement the Contractor certifies that neither it nor any of its principals are suspended or debarred within the scope or meaning of Executive Orders 12549 and 12689, any Federal or State regulation implementing or codifying the same, or any other Federal or State law, rule or regulation.

24. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**



In the event that this contract involves the use or disclosure of protected health information within the meaning or application of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations thereunder, the following provisions of this paragraph shall apply.

- (a) Definitions. The terms used, but not otherwise defined, in this Agreement shall have the same meaning as given such terms in 45 CFR §160.103 and §164.501, as the same may be amended from time to time, including but not limited to the following.
- (1) "Business Associate" shall mean the Contractor, its officers, employees, agents and subcontractors.
  - (2) "Covered Entity" shall mean Town (the "Town"), its departments, agencies, officers and employees.
  - (3) "Individual" shall have the same meaning as given such term in 45 CFR §164.501 and shall also include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
  - (4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
  - (5) "Protected Health Information" shall have the same meaning as given such term in 45 CFR §164.501, limited to the information created or received by Contractor from or on behalf of the Town.
  - (6) "Required by law" shall have the same meaning as given such term in 45 CFR §164.501.
  - (7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- (b) Obligations and Activities of Contractor.  
Contractor agrees to:
- (1) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;
  - (2) use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
  - (3) mitigate, to the extent practicable, any harmful effect that is known, should have been known, and/or discovered to/by Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement;
  - (4) report to the Town any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware;
  - (5) ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the Town agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information;
  - (6) provide access, at the request of the Town, and in the time and manner designated by the Town or the Secretary, to Protected Health Information in a Designated Record Set, to the Town or, as directed by the Town, to an Individual in order to meet the requirements under 45 CFR §164.524;
  - (7) make any amendment(s) to Protected Health Information in a Designated Record Set that the Town directs or agrees to pursuant to 45 CFR §164.526 at the request of the Town or an Individual, and in the time and manner designated by the Town or the Secretary;
  - (8) make internal practices, books, and records, including policies and procedures

and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the Town available to the Town, and/or to the Secretary, in a time and manner designated by the Town or by the Secretary, for purposes of the Secretary determining the Town's compliance with the Privacy Rule;

(9) document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Town to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528;

(10) provide to the Town or an Individual, in time and manner designated by the Town or the Secretary, information collected in accordance with the above subparagraph (b)(9) of this Agreement, to permit the Town to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(c) Permitted Uses and Disclosures by Contractor.

Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the persons entitled to services under this Agreement:

(1) solely for the purposes of performing Contractor's obligations under this Agreement, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the Town or the minimum necessary policies and procedures of the Town; or

(2) provided that such use or disclosures are required by law; or

(3) Contractor

(A) obtains written authorization(s) from the individual to which the information pertains permitting the specific uses or disclosures of such information to third persons,

(B) represents and agrees in writing with such individual that the information to be used and/or disclosed will remain confidential and used or further disclosed only as required by law or for the purposes specified in the written authorization(s), and

(C) such third persons agree in writing to notify the Town as soon as practicable and in writing of any instances of which such third person(s) is/are aware in which the confidentiality of the information has been breached; or

(4) provide Data Aggregation services to the Town as permitted by 42 CFR §164.504(e)(2)(i)(B); or

(5) report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

(d) Town To Inform Contractor of Privacy Practices and Restrictions.

The Town agrees to notify the Contractor of any

(1) limitation(s) in its notice of privacy practices of the Town in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Contractor's use or disclosure of Protected Health Information;

(2) changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Contractor's use or disclosure of Protected Health Information; and/or

(3) restriction to the use or disclosure of Protected Health Information that the Town

has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

(e) Permissible Requests by Town.

The Town shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Town; except that in the event that the services to be furnished by the Contractor under this Agreement requires data aggregation by the Contractor, the Contractor may use or disclose protected health information for such data aggregation or management and administrative activities of Contractor.

(f) Survival of Provisions.

The obligations of the Contractor under this paragraph 24 shall survive the expiration of the term of this Agreement and/or the termination of this Agreement, and said obligations shall remain effective and shall not terminate until all of the Protected Health Information provided by the Town to Contractor, or created or received by Contractor on behalf of the Town, is destroyed or returned to the Town, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in subparagraph (g) below.

(g) Return or Destruction of Protected Health Information.

Except as otherwise provided below, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the Town, or created or received by Contractor on behalf of the Town. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the Town notification of the conditions that make return or destruction infeasible. Upon determination by the Town that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

(h) Termination for Cause.

Upon the Town's knowledge of a material breach of this paragraph by Contractor, the Town shall:

- (1) either:
  - (A) provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement within the time specified by the Town, or
  - (B) immediately terminate this Agreement if cure is not possible; and
- (2) report the violation to the Secretary.

(i) Miscellaneous.

- (1) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Town to comply with the requirements of the Privacy Rule and the Health Insurance Portability and

Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Contractor under this paragraph 24 of this Agreement shall survive the termination of this Agreement.

(4) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Town to comply with the Privacy Rule.

25. **Severability**

If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

26. **Entire Agreement**

This agreement is the entire agreement between the parties, and the same shall be construed in accordance with the laws of the State of New York.

27. In addition to those items required at Paragraph 10 of this Appendix, as conditions for payment, each claim of payment shall be accompanied by a Contractor and Sub-Contractor Progress Payment Waiver, Release and Discharge form in the form attached hereto and made a part hereof. All final accompanied by a Contractor and Sub-Contractor Final Payment Waiver, Release and Discharge as in the form attached hereto and made a part hereof. As well as a Contractor Affidavit relative to final payment, a copy of which is attached hereto and made a part of this contract.

28. **Cooperative Purchasing (Piggybacking)**

Pursuant to General Municipal Law §103 and County Law §408-a, any political sub-division or fire company (as both are defined in Section 100 of the GML) or district authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment and supplies may make said purchases under this existing contract (Piggybacking) provided, and on condition that this present contract was **LET TO THE LOWEST RESPONSIBLE BIDDER**. Therefore all terms and condition under this contract are extended to other political sub-divisions and governmental entities.

Purchases under this contract by any other political sub-division other than \_\_\_\_\_ shall be pursuant to the terms and conditions of Resolution No. \_\_\_\_ of \_\_\_\_\_ dated \_\_\_\_\_.

CONTRACTOR PROGRESS PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

W I T N E S S E T H :

The above-named Contractor, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its' successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrant, covenant and agree as follows:

1. Releasor is/was a Contractor relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.

2 Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Contractor, its, successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor, including but not limited to subcontractors and suppliers; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Owner, its' successors and assigns; (b) the Project Architect/Engineer; and (c) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a) and (b).

4. For and in consideration of the sum of \$\_\_\_\_\_, and other good and valuable consideration, which sum is acknowledged as being the full and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.

5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the Releasor or by any other party claiming any interest or right through the Releasor.

6. The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services, materials and/or equipment provided to it in connection with the Project and/or any contract relating thereto.

7. The Releasor hereby grants to the Releasees the right to review and audit any and books and records of the Releasor at any time for verification.

**IN WITNESS WHEREOF** this instrument has been executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Releasor

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

STATE OF NEW YORK    )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, being duly sworn, depose and say that: I reside at \_\_\_\_\_, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct.

\_\_\_\_\_  
Vendor/Releasor Agent Sign Here

Sworn to before me this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

CONTRACTOR FINAL PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

WITNESSETH:

The above-named Contractor, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its' successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrants, covenants and agrees as follows:

1. Releasor is/was a Contractor relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.
  
2. Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Contractor, its, successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor, including but not limited to subcontractors and suppliers; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
  
3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Owner, its' successors and assigns; (b) Essex County, its agencies and departments (including but not limited to its Office for the Aging); and (c) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a) and (b).
  
4. For and in consideration of the sum of \$\_\_\_\_\_, and other good and valuable consideration, which sum is acknowledged as being the full, final and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.
  
5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the

Releasor or by any other party claiming any interest or right through the Releasor.

6. The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services, materials and/or equipment provided to it in connection with the Project and/or any contract relating thereto.

7. The Releasor hereby grants to the Releasees the right to review and audit any and books and records of the Releasor at any time for verification.

**IN WITNESS WHEREOF** this instrument has been executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor

By:\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

STATE OF NEW YORK     )  
  ) SS:  
COUNTY OF ESSEX     )

I, \_\_\_\_\_, being duly sworn, depose and say that: I reside at \_\_\_\_\_, \_\_\_\_\_, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct.

\_\_\_\_\_  
Vendor/Releasor Agent Sign Here

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public



**CONTRACTORS AFFIDAVIT RELATIVE TO FINAL PAYMENT**

PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

WITNESSETH:

The herein below designated representative of the Contractor being duly sworn deposes and states:

1. He is duly authorized to sign this Affidavit on behalf of the Contractor.
2. That all payrolls, bills for materials and equipment, and other indebtedness connection with the work for which the County or the County's property might be responsible or encumbered have been paid or otherwise satisfied and there remain no further indebtedness or bills outstanding.
3. Attached hereto and made a part hereof is a valid certificate of insurance evidencing that insurance required by the contract documents will remain in full force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the owner.
4. Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract documents.
5. Attached hereto and made a part hereof at Schedule B is a detailed list of all sub-contractors and material suppliers.
6. Contractor warrants and represents that all sub-contractors, material suppliers and fringe benefit trust funds for employees of contractor and sub-contractors on the portion of the project encompassed by the work, as well as all workers and persons employed in connection therewith have been paid in full for all labor and work and materials furnished.
7. Contractor releases and waives any and all public improvement lien rights which contractor has against the County.

**IN WITNESS WHEREOF**, deponent has executed this document on \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

By:\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

STATE OF NEW YORK    )  
                                  ) SS:  
COUNTY OF ESSEX     )

I, \_\_\_\_\_, being duly sworn, depose and say that: I reside at \_\_\_\_\_, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct.

\_\_\_\_\_  
Vendor/Releasor Agent Sign Here

Sworn to before me this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

SUBCONTRACTOR/SUPPLIER PROGRESS PAYMENT  
WAIVER, RELEASE AND DISCHARGE

PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

SUBCONTRACTOR/SUPPLIER: \_\_\_\_\_

W I T N E S S E T H :

The above-named Subcontractor/Supplier, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its, successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrants, covenants and agrees as follows:

1. Releasor is/was a subcontractor/supplier to the Contractor above-named relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.
2. Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Subcontractor/Supplier, its' successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Contractor and all of its, sureties and other guarantors on any payment, performance, labor and/or material bond or other undertaking; (b) the abovenamed Owner, its, successors and assigns; (c) the Project Architect/Engineer; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
4. For and in consideration of the sum of \$ \_\_\_\_\_, and other good and valuable consideration, which sum is acknowledged as being the full and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.
5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or

equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the Releasor or by any other party claiming any interest or right through the Releasor.

6. The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services, materials and/or equipment provided to it in connection with the Project and/or any contract relating thereto.

7. The Releasor hereby grants to the Releasees the right to review and audit any and books and records of the Releasor at any time for verification.

**IN WITNESS WHEREOF** this instrument has been executed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Releasor

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

STATE OF NEW YORK )  
  ) SS:  
COUNTY OF ESSEX    )

I, \_\_\_\_\_, being duly sworn, depose and say that: I reside at \_\_\_\_\_, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct.

\_\_\_\_\_  
Vendor/Releasor Agent Sign Here

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

SUBCONTRACTOR/SUPPLIER FINAL WAIVER, RELEASE AND DISCHARGE

PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

SUBCONTRACTOR/SUPPLIER: \_\_\_\_\_

W I T N E S S E T H :

The above-named Subcontractor/Supplier, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its, successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrants, covenants and agrees as follows:

1. Releasor is/was a subcontractor/supplier to the Contractor above-named relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.
2. Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Subcontractor/Supplier, its' successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Contractor and all of its, sureties and other guarantors on any payment, performance, labor and/or material bond or other undertaking; (b) the abovenamed Owner, its, successors and assigns; (c) the Project Architect/Engineer; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
4. For and in consideration of the sum of \$ \_\_\_\_\_, and other good and valuable consideration, which sum is acknowledged as being the full, final and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.
5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or



# APPENDIX E

## GENERAL SPECIFICATIONS FOR PROCUREMENT CONTRACTS

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**PART I**  
**General Provisions**

**1. APPLICABILITY** The terms and conditions set forth herein are expressly incorporated in and applicable to all procurements and resulting procurement contracts let by the Town of \_\_\_\_\_ where incorporated by reference in its Bid Documents. The provisions herein shall govern such procurement or contract unless expressly modified or amended by the terms of a Bid Specifications, or a negotiated Contract/Clarification document, if any. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

**2. GOVERNING LAW** The laws of the State of New York shall govern and apply to the procurement, any resulting contract and for determinations in a court of competent jurisdiction in New York of any and all disputes, litigation or interpretations arising from or connected with the procurement or contract, except where expressly superseded in a specific contract letting or where the Federal supremacy clause requires otherwise. These specifications are modeled after and upon the specifications developed and used by the New York State Office of General Services for procurements by New York State.

**3. APPENDIX A / INSURANCE** The mandatory terms for all Town of \_\_\_\_\_ contracts are expressly incorporated herein and in all bid documents and/or resulting contracts, such terms being set forth in Appendix A (*Standard Clauses for Town of \_\_\_\_\_ Contracts*). Insurance requirements are also attached and incorporated herein.

**4. ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of the *General Municipal Law*, the *Public Officers Law*, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State and/or municipalities. In signing the bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving Town of \_\_\_\_\_ and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

**5. CONFLICT OF CLAUSES** Conflicts between procurement or contract documents shall be resolved in the following order of precedence:

(a) **Appendix A** (*Standard Clauses for Town of \_\_\_\_\_ Contracts*)

(b) **Contract/Clarification Documents** Writing(s) setting forth the final agreements, clarifications, terms, statement of work and/or modifications between the Bid Documents and Contractors Bid or Mini-bid.

(c) **Bid Documents** - Bid Specifications prepared by Essex County

(d) **Contractors Bid or Proposal**

**6. DEFINITIONS**

Terms used in this document shall have the following meanings:

**AGENCY OR AGENCIES** Town of \_\_\_\_\_, New York, acting by or through one or more departments, boards, commissions, offices or institutions of Town of \_\_\_\_\_.

**ANCILLARY PRODUCT:** Product which is purchased or licensed on a restricted use basis in conjunction with the principal manufacturers Product being acquired (e.g. may be used only in combination, or by educational institutions for research use).

**AUTHORIZED USER(S)** Agencies, or any other entity authorized by Town of \_\_\_\_\_ to participate in Town of \_\_\_\_\_ procurement contracts (including but not limited to political subdivisions, public authorities, school districts and public benefit corporations), provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation. The term “Authorized User” shall include “Licensees.”

**BID OR BID PROPOSAL** An offer or proposal submitted by a Bidder to furnish a described product or a solution or means of achieving a practical end, at a stated price for the stated contract term.

**BIDDER** Any individual or other legal entity, (including but not limited to partnership, firm or corporation) which submits a bid in response to a Bid Solicitation. The term Bidder shall also include “offeror” and/or “contractor”.

**BID DOCUMENTS** Writings setting forth the scope, terms, conditions and technical specifications for a procurement of Product. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions which are incorporated by reference, e.g. Appendix A (*Standard Clauses for NYS Contracts*), Appendix B, (*General Specifications*). Where these General Specifications are incorporated in negotiated contracts which have not been competitively bid, the term “Bid Documents” shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

**BID SOLICITATION** The notice or advertisement of an intent to purchase a specified Product by or on behalf of Authorized User(s).

**BID SPECIFICATION** A written description drafted by Town of \_\_\_\_\_ or an authorized user setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where these *General Specifications* are incorporated in negotiated contracts which have not been competitively bid, the term “Bid Specifications” shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

**CONTRACT** The writing(s) which contain the agreement of the Commissioner and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.

**CONTRACT AWARD NOTIFICATION** An announcement to Authorized Users that a contract has been established.

**CONTRACTOR** Any successful Bidder(s) to whom a contract has been awarded by the Purchasing Agent. The term “Contractor” includes Licensors.

**EMERGENCY** An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

**ERROR CORRECTIONS** Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

**GROUP** A classification of Product (commodities, services or technology).

**INVITATION FOR BIDS (IFB)** A type of Bid Document which is most typically used where requirements can be stated and award will be made to the lowest responsive bid submitted by the most responsible

Bidder(s).

**LATE BID** For purposes of bid openings held and conducted by the Town of \_\_\_\_\_ Purchasing Agent, a bid not received in such place as may be designated on the Bid Specifications or in the Office of the Town of \_\_\_\_\_ Purchasing Agent, at or before the date and time established in the Bid Specifications for the bid opening.

**LETTER OF ACCEPTANCE** A letter to the successful Bidder(s) indicating acceptance of its bid in response to a solicitation. Unless otherwise specified, the issuance of a Letter of Acceptance forms a contract but is not an order for Product, and Contractor should not take any action with respect to actual contract deliveries except on the basis of Purchase Orders sent from Authorized User(s).

**LICENSED SOFTWARE** Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes ancillary products, error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g. patches, fixes, PTFs, programs, code or data conversion, or custom programming).

**LICENSEE** The Town, or one or more Agencies or Authorized Users who acquire Product from Contractor by execution of a license in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User(s) on whose behalf the license was executed who took receipt of the Product, and who shall be solely responsible for performance and liabilities incurred.

**LICENSOR** A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

**MULTIPLE AWARD** A determination and award of a contract in the discretion of the Purchasing Agent to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of Authorized Users (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

**NEW PRODUCT RELEASES (Product Revisions)** Any commercially released revisions to the version of a Product as may be generally offered and available to Authorized Users. New releases involve a substantial revision of functionality from a previously released version of the Product.

**PROCUREMENT RECORD** Documentation by the Town of \_\_\_\_\_ Purchasing Agent of the decisions made and approach taken during the procurement process.

**PRODUCT** A deliverable under any Bid or Contract which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

**PURCHASE ORDER** The Town's fiscal form or format which is used when making a purchase.

**REQUEST FOR PROPOSALS (RFP)** A type of Bid Document which is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the method of award is "best value", as defined by the Town's Procurement Policy and New York Law.

**REQUEST FOR QUOTATION (RFQ)** A type of Bid Document which can be used when a formal bid opening is not required (e.g. discretionary, sole source, single source or emergency purchases).

**RESPONSIBLE BIDDER** A Bidder that is determined to have skill, judgment and integrity, and that is

found to be competent, reliable, experienced and qualified financially, as determined by the Purchasing Agent.

**RESPONSIVE BIDDER** A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the Purchasing Agent.

**SINGLE SOURCE** A procurement where two or more offerors can supply the required Product, and the Purchasing Agent may award the contract to one Bidder over the other.

**SOLE SOURCE** A procurement where only one offeror is capable of supplying the required Product.

### ***Bid Submission***

**7. BID LANGUAGE & CURRENCY** All offers (tenders), and all information and Product documentation required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$ US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.

**8. BID OPENING** Bids may, as applicable, be opened publicly. The Purchasing Agent reserves the right at anytime to postpone or cancel a scheduled bid opening.

**9. BID SUBMISSION** The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, material, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

All bids shall comply with the following:

**(a)** Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their bids to the location set forth in the Bid Specifications prior to the stated bid opening date/time.

**(b)** A bid return envelope, if provided with the Bid Specifications, should be used with the bid sealed inside. If the bid response does not fit into the envelope, the bid envelope should be taped onto the outside of the sealed box or package with the bid inside. If using a commercial delivery company which requires use of their shipping package or envelope, Bidders sealed bid, labeled as detailed below, should be placed within the shippers sealed envelope to ensure that the bid is not prematurely opened. All bids must have a label on the outside of the package or shipping container outlining the following information:

**“BID ENCLOSED”** (bold print, all capitals)  
IFB or RFP Number  
Bid Submission date and time

In the event that a Bidder fails to provide such information on the return bid envelope or shipping material, the Town reserves the right to open the shipping package or envelope to determine the proper bid number or Product group, and the date and time of bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the bid or the procurement. Notwithstanding the Town’s right to open a bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with the foregoing requirements.

**10. FACSIMILE SUBMISSIONS** Unless specifically authorized by the terms of the Bid Specifications, facsimile bids ARE PROHIBITED AND SHALL NOT BE ACCEPTED. Where the bid specifications are silent as to the submission of bids by facsimile, no fax bids shall be permitted or accepted. Where

specifically authorized, the following rules and conditions apply:

- (a) FAX number(s) indicated in the Bid Specifications must be used.
- (b) Access to the facsimile machine(s) is on a "first come, first serve" basis, and the Purchasing Agent bears no liability or responsibility and makes no guarantee whatsoever with respect to the Bidders access to such equipment at any specific time.
- (c) Bidders are solely responsible for submission and receipt of the entire facsimile bid by the Town of \_\_\_\_\_ Purchasing Agent prior to bid opening and must include on the first page of the transmission the total number of pages transmitted in the bid, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the sole discretion of the Purchasing Agent.
- (d) Facsimile bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.

**11. AUTHENTICATION OF FACSIMILE BIDS** The act of submitting a bid by facsimile transmission, when, as and if specifically authorized, including an executed signature page, shall be deemed a confirming act by Bidder which authenticates the signing of the bid.

**12. LATE BIDS** Any bid received at the specified location after the time specified will be considered a late bid. A late bid shall not be considered for award unless acceptance of the late bid is in the best interests of the Town and either (a) no timely bids meeting the requirements of the Bid Documents are received, or (b) in the case of a multiple award, an insufficient number of timely bids were received to satisfy the multiple award. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Town, shall not excuse late bid submissions. Otherwise, all late bids will not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the Town. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

**13. BID CONTENTS** Bids must be complete and legible. All bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified in the Bid Specifications. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Purchasing Agent or may be grounds for rejection of the bid. Changes, corrections and/or use of white-out in the bid or Bidders response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their bids before submission, as amendments to bids or requests for withdrawal of bids received by the Purchasing Agent after the time specified for the bid opening, may not be considered. All lines must have an indication of bidders response whether it be "o", "N/A" or a dollar figure. All lines must be filled in to indicate bidder acknowledgment of the request. Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. The Purchasing Agent shall not assume there is "no charge" when lines are left empty.

Bidders must submit with bid detailed specifications, circulars, warranties and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Purchasing Agent reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of the Town as interpreted by the Town of \_\_\_\_\_.

It is the responsibility of the bidder to offer a product that meets the specifications of the

manufacturer model as listed.

All stock electrical items must be listed and approved by Underwriters' Laboratories, Inc.

**14. EXTRANEIOUS TERMS** Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the bid non-responsive and may result in rejection of the bid.

**Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) which are attached or referenced with the submission shall not be considered part of the bid, but shall be deemed included for informational or promotional purposes only.**

Only those extraneous terms which meet all the following requirements will be considered as having been submitted as part of the Bid:

- (a) Each proposed extraneous term (addition, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and
- (b) The writing must identify the particular specification requirement (if any) which Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- (c) The Bidder shall enumerate the proposed addition, counteroffer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a contract unless the Purchasing Agent expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

**15. CONFIDENTIAL / TRADE SECRET MATERIALS** Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the *Freedom of Information Law* must request the exemption in writing, setting forth the reasons for the claimed exemption, at the time of submission. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

**16. PREVAILING WAGE RATES - Public Works and Building Services Contracts** If any portion of work being bid is subject to the prevailing wage rate provisions of Labor Law, the following shall apply:

**(a) "Public Works" and "Building Services" – Definitions**

**i. Public Works** *Labor Law* Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The State, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the contract. The wage and hours provision applies to any work performed by contractor or subcontractors.

**ii. Building Services** *Labor Law* Article 9 applies to contracts for building service work over \$1,500 with a public agency, which 1) involve the care or maintenance of an existing building, or 2) involve the transportation of office furniture or equipment to or from such building, or 3) involve the transportation and delivery of fossil fuel to such building, and 4) the principal purpose of which is to furnish services through use of building service employees.

**(b) Prevailing Wage Rate Applicable to Bid Submissions** A copy of the applicable



prevailing wage rates to be paid or provided are attached to this solicitation. Bidders must submit bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Where the Bid Documents require the Bidder to enumerate hourly wage rates in the bid, Bidders may not submit bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. **Bids which fail to comply with this requirement will be disqualified.**

**(c) Wage Rate Payments / Changes During Contract Term** The wages to be paid under any resulting contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which are subject to the provisions of the *Labor Law*. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

**(d) Public Posting & Certified Payroll Records** In compliance with Article 8, Section 220 of the *Labor Law*, as amended by Chapter 565 of the Laws of 1997:

**i. Posting** The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

**ii. Payroll Records** Contractors and sub-contractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

**iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only** Contractors and sub-contractors on public works projects must submit monthly payroll transcripts to the Town which has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For mini-bid solicitations, the payroll records must be submitted to the entity preparing the agency mini-bid project specification. For "agency specific" bids, the payroll records should be submitted to the entity issuing the purchase order. For all other Town procurement contracts, such records should be submitted to the individual agency issuing the purchase order(s) for the work. Upon mutual agreement of the Contractor and the Town, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor so long as: 1) the contractor/subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the contractor or subcontractor attesting to the truth and accuracy of the records accompanies the disk. **This provision does not apply to building services contracts.**

**iv. Records Retention** Contractors and subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

**(e) Days Labor - Defined for Article 8, Public Works (For Purposes of Article 8 of the Labor Law)** No laborer, worker or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do all or part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the Town of \_\_\_\_\_ Purchasing Agent for the preservation of the contract site or for the protection of

the life and limb of the persons using the contract site.

## 17. TAXES

(a) Unless otherwise specified in the Bid Specifications or set forth in this clause, the quoted bid price includes all taxes applicable to the transaction.

(b) Purchases made by Town of \_\_\_\_\_ and certain non-Town Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a Town Agency or the invoice forwarded to authorize payment for such items will be sufficient evidence that the sale by the Contractor was made to the Town, an exempt organization under Section 1116 (a) (1) of the *Tax Law*. Non-Town Authorized Users must offer their own proof of exemption where required. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor. For tax free transactions under the Internal Revenue Code, the Town of \_\_\_\_\_ Registration Number is \_\_\_\_\_.

(c) Purchases by Authorized Users other than the Town may be subject to such taxes, and in those instances the tax should be computed based on the bid price and added to the invoice submitted to such entity for payment.

**18. EXPENSES PRIOR TO AWARD** The Town of \_\_\_\_\_ is not liable for any costs incurred by a Bidder in the preparation and production of a bid or for any work performed prior to contract award and/or issuance of an approved Purchase Order.

**19. ADVERTISING BID RESULTS** A Bidder in submitting a bid agrees not to use the results therefrom as a part of any commercial advertising without the prior written approval of the Purchasing Agent. In addition to any other sanctions or remedies available to it in law or equity, the Purchasing Agent may suspend from bidding on its requirements or terminate a contract of any Bidder/Contractor who violates the terms of this clause.

## 20. PRODUCT REFERENCES

(a) **“Or Equal”** On all Bid Specifications the words “or equal” are understood to apply where a copyright brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Purchasing Agents decision as to acceptance of the Product as equal shall be final.

(b) **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products therein which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

**21. RECYCLED OR RECOVERED MATERIALS** Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the “Warranties & Guaranties” set forth below.

Refurbished or remanufactured components or items may only be accepted at the discretion of the Purchasing Agent, or upon the conditions set forth in the Bid Specifications.

Items with recycled, recovered, refurbished or remanufactured content must be identified in the bid or will be deemed new Product.

**22. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS** Bids offering Products which are manufactured or produced in public institutions will be rejected.

### **23. PRICING**

**(a) Unit Pricing** If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item, in the bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Purchasing Agent, such unit pricing is obviously erroneous.

**(b) Net Pricing** Prices must be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject only to the cash discount. If the award is to be made on another basis, transportation and other charges must be prepaid by the Contractor and added to the invoice as a separate item, unless otherwise required in the Bid Specifications.

**(c) “No Charge” Bid** When bids are requested on a number of Products as a group or Lot, a Bidder desiring to bid “no charge” on a Product in the grouping or Lot must clearly indicate such. Otherwise, such bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Purchasing Agent.

If a price is written in numbers and alpha, the alpha will govern.

Prices shall be net FOB any point in Town of \_\_\_\_\_, New York. Price quoted shall include all delivery costs. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted by the Town.

### **24. DRAWINGS**

**(a) Drawings Submitted With Bid** When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Purchasing Agent, be considered a part of the bid and of any resulting contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

**(b) Drawings Submitted During the Contract Term** Where required by the Bid Specifications to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall be required to develop, maintain, deliver and update such drawings on an ongoing basis at no additional charge. Contractor shall be responsible for updating drawings and plans during the contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized Users representative as required by the Bid Specifications. Where required, Contractor shall furnish to Authorized User in a timely manner the required drawings representing the then current, “as modified” condition of all product included in the scope of work.

**(c) Accuracy of Drawings Submitted** All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.

**25. SITE INSPECTION** Where Bidder is required by the Bid Specifications to deliver or install Product, or to service installed product(s) or equipment, Bidder shall be given an opportunity and shall be required to inspect the site prior to submission of the Bid, including environmental or other conditions or pre-existing deficiencies in the installed product, equipment or environment, which may affect Bidders ability to deliver, install or otherwise provide the required product. All inquiries regarding such conditions may only be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed, and to have included the costs of repair in its bid. Bidder must provide a detailed explanation of work intended to be performed under this clause. Bidder shall be required to remedy any pre-existing deficiencies or conditions at the commencement of the contract term. Reimbursement for the cost of repairing the conditions or deficiencies shall be separately enumerated in the bid.

## **26. SAMPLES**

**(a) Standard Samples** Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Purchasing Agent and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Documents.

**(b) Bidder Supplied Samples** The Purchasing Agent reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidders name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate bid or Town of \_\_\_\_\_ contract reference.

A sample may be held by the Purchasing Agent during the entire term of the contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidders expense and risk. Where the Bidder has failed to fully instruct the Purchasing Agent as to the return of the sample (i.e. mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

**(c) Enhanced Samples** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractors default, the Purchasing Agent may procure a commodity substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

**(d) Conformance with Sample(s)** Submission of a sample (whether or not such sample is tested by, or for, the Purchasing Agent) and approval thereof shall not relieve the Contractor

from full compliance with all conditions and terms, performance related and otherwise, specified in the Bid Documents. If in the judgment of the Purchasing Agent the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Documents, the Purchasing Agent may reject the bid. If an award has been made, the Purchasing Agent may cancel the contract at the expense of the Contractor.

**(e) Testing** All samples are subject to tests in the manner and place designated by the Purchasing Agent, either prior to or after contract award. Unless otherwise stated in the Bid Specifications, Bidder Samples consumed or rendered useless by testing will not be returned to the Bidder.

**27. ADDENDA / INTERPRETATION** No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented, in writing, to the Purchasing Agent, 100 Court Street, P.O. Box 217, Elizabethtown, NY 12932, and to be given consideration must be received by the Purchasing Agent at least seven (7) days prior to the date set for the opening of bids.

Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda sent to all holders of Contract Documents at the addresses furnished therefor, at least five (5) days prior to the date of the opening of bids.

Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

### ***Bid Evaluation***

**28. BID EVALUATION** The Purchasing Agent reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Purchasing Agent determines the best interests of the Town will be served. The Purchasing Agent, in his/her sole discretion, may accept or reject illegible, incomplete or vague bids and his/her decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the Bidders conditional or revocable terms in the offer.

Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums. The Town reserves the right to award in whole or in part based on the lowest responsible bid.

The following three items will automatically render a bid unacceptable to Town of \_\_\_\_\_:

- a. Failure to sign bid proposal page.
- b. Failure to include necessary bid deposit (as required).
- c. Failure to sign and submit non-collusive bidding certificate.

It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.

The Purchasing Agent reserves the right to reject such bids, as in his opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. One in which the amount bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.

**29. CONDITIONAL BID** Unless the Bid Specifications provides otherwise, a bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to

change or alter the method of award contained in the Bid Documents.

**30. CLARIFICATIONS / REVISIONS** Prior to award, the Purchasing Agent reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all Bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

**31. PROMPT PAYMENT DISCOUNTS** While prompt payment discounts will not be considered in determining the low bid, the Purchasing Agent may consider any prompt payment discount in resolving bids which are otherwise tied. However, any notation indicating that the price is net, (e.g. net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except pursuant to the provisions of Article 11\_A of the *State Finance Law*, which are applicable in any case, may render the bid non-responsive and may be cause for its rejection.

**32. EQUIVALENT OR IDENTICAL BIDS** In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent bids as to pricing or other factors, the decision of the Purchasing Agent to award a contract to one or more of such Bidders shall be final.

**33. PERFORMANCE QUALIFICATIONS** The Purchasing Agent reserves the right to investigate or inspect at any time whether or not the Product, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Documents. Contractor shall at all times during the contract term remain responsible and responsive. A Bidder/Contractor must be prepared, if requested by the Purchasing Agent, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production, distribution and servicing of the Product bid. If the Purchasing Agent determines that the conditions and terms of the Bid Documents or Contract are not complied with, or that items or Product proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing or facilities are not satisfactory, or that performance is untimely, the Purchasing Agent may reject such bid or terminate the contract. Nothing in the foregoing shall mean or imply that it is obligatory upon the Purchasing Agent to make an investigation either before or after award of a contract, but should such investigation be made, it in no way relieves the Bidder/Contractor from fulfilling all requirements and conditions of the contract.

**34. DISQUALIFICATION FOR PAST PERFORMANCE** Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidders employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.

**35. QUANTITY CHANGES PRIOR TO AWARD** The Purchasing Agent reserves the right, at any time prior to the award of a specific quantity contract, to alter in good faith the quantities listed in the Bid Specifications to conform with requirements. In the event such right is exercised, the lowest responsible Bidder meeting specifications will be advised of the revised requirements and afforded an opportunity to extend or reduce its bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its bid price may result in the rejection of its bid and the award of such contract to the lowest responsible Bidder who accepts the revised requirements.

**36. RELEASE OF BID EVALUATION MATERIALS** Requests concerning the evaluation of bids may be submitted under the *Freedom of Information Law*. Information, other than the Bid Tabulation, shall be released as required by law after contract award. Written requests should be directed to the Purchasing Agent.

**37. TIME FRAME FOR OFFERS** The Purchasing Agent reserves the right to make awards within sixty (60) days after the date of the bid opening, during which period, bids must remain firm and cannot be withdrawn. If, however, an award is not made within the sixty (60) day period, bids shall remain firm

until such later time as either a contract is awarded or the Bidder delivers to the Purchasing Agent written notice of the withdrawal of its bid. Any bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the Purchasing Agent, be accepted or rejected.

## **TERMS & CONDITIONS**

**38. CONTRACT CREATION / EXECUTION** Except as may be otherwise provided by law or by the Purchasing Agent, upon receipt of all required approvals a Contract shall be deemed executed and created with the successful Bidder(s) upon the Purchasing Agent's mailing or electronic communication to the address on the bid of (a) a Letter of Acceptance and (b) a fully executed contract, or (c) a Purchase Order authorized by the Purchasing Agent.

**39. COMPLIANCE WITH LAWS, ETC.** The Bidder shall comply with all the provisions of the laws of the State of New York and of the United States of America which affect municipalities and municipal contracts, and any and all State and Federal rules and regulation, and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The Bidder's special attention is called to the following laws: *General Municipal Law* Section 1 03-d, *State Finance Law* Section 167-b prohibiting the purchase of tropical hardwood products, and the New York State Public Employee Safety & Health Act of 1980.

**40. MODIFICATION OF TERMS** The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Purchasing Agent and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Purchasing Agent by the Contractor.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Purchasing Agent or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized Users subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

**41. SCOPE CHANGES** The Purchasing Agent reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the contract specifications, such changes to be within the general scope of the contract. The Purchasing Agent may make an equitable adjustment in the contract price or delivery date if the change affects the cost or time of performance.

With respect to any specific quantity stated in the contract, the Purchasing Agent reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the contract. Notwithstanding the foregoing, the Purchasing Agent may purchase greater or lesser percentages of contract quantities should the Purchasing Agent and Contractor so agree.

**42. ESTIMATED QUANTITY CONTRACTS** Estimated quantity contracts are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the contract term. No guarantee of any estimated quantity(s) is implied or given. Unless otherwise set forth in the Bid Specifications, contracts for services and technology are completely voluntary as to use, and therefore

no quantities are guaranteed.

**43. BEST PRICING OFFER** During the contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this contract vehicle upon the same or similar terms and conditions as that of this contract at a lower price, the price under this contract shall be immediately reduced to the lower price.

**44. PURCHASE ORDERS** Unless otherwise authorized in writing by the Purchasing Agent, no Products are to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User requiring the Product. Unless terminated or canceled pursuant to the authority vested in the Purchasing Agent, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address set forth in the Contract for receipt of orders, or in the Contract Award Notification.

All Purchase Orders issued pursuant to contracts let by the Purchasing Agent must bear the appropriate contract number and, if necessary, required State approvals. Unless otherwise specified, all Purchase Orders against centralized contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the vendors order form, confirmation or acknowledgment, and the contract terms shall be resolved in favor of the terms most favorable to the Authorized User.

If, with respect to an agency specific contract, a Purchase Order is not received within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify the appropriate purchasing officer in Town of \_\_\_\_\_. Failure to timely notify such officer may, in the discretion of the Purchasing Agent and without cost to the State, result in the canceling of such requirement by the Purchasing Agent with, at the Purchasing Agents discretion, a corresponding reduction in the contract quantity and price.

**45. PRODUCT DELIVERY** It shall be understood that with respect to contract deliveries, time is of the essence. Delivery must be made as ordered and in accordance with the terms of the contract. Unless otherwise specified in the Bid Specifications, delivery shall be made within thirty calendar days after receipt of a purchase order by the Contractor. The decision of the Purchasing Agent as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Purchasing Agent and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of the time for delivery must be requested in writing by the Contractor and approved in writing by the Purchasing Agent. Failure to meet such time schedule may be grounds for cancellation of the order or, in the Purchasing Agents discretion, the Contract.

The Town must be notified twenty-four (24) hours in advance of delivery. The Town reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the Town.

The successful bidder shall be responsible for delivery of items in good condition at point of destination, and shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Purchasing Agent will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidders name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the Purchasing Agent. The



successful bidder will be required to furnish proof of delivery in every instance.

Unloading and placing of equipment and furniture is the responsibility of the successful bidder, and the Town accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the Town, and suppliers should notify their truckers accordingly.

All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number  
Name of Article  
Item Number (if applicable)  
Quantity  
Name of the Successful Bidder

**46. SATURDAY & HOLIDAY DELIVERIES** Unless otherwise specified in the Bid Specifications or by an Authorized User, deliveries will not be scheduled for Saturdays, Sundays or legal holidays observed by the State of New York except of Product for daily consumption or where an emergency exists or the delivery is a replacement or is late, in which event the convenience of the Authorized User shall govern.

#### **47. SHIPPING / RECEIPT OF PRODUCT**

**(a) Packaging** Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. The container shall become and remain the property of the receiving entity unless otherwise specified in the contract documents.

**(b) Shipping Charges** Contractor shall be responsible for insuring that the Bill of Lading states "charges prepaid" for all shipments. Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be FOB Destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges are understood to not relieve the contractor from responsibility for safe and proper delivery notwithstanding the Authorized Users payment of transportation charges.

**(c) Receipt of Product** The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractors failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

**48. TITLE AND RISK OF LOSS** Notwithstanding the form of shipment, title and risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g. signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product which is substandard or does not comply with the Contract terms, may be rejected or accepted on an adjusted price basis, as determined by the Purchasing Agent.

**49. RE-WEIGHING PRODUCT** Deliveries are subject to re-weighing at the point of destination by the receiving entity. If shrinkage occurs which exceeds that normally allowable in the trade, the receiving entity shall have the option to require delivery of the difference in quantity, or to reduce the payment accordingly.

**50. PRODUCT SUBSTITUTION** In the event a specified manufacturers Product listed in the Contractors Bid becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Force Majeure Clause below) a Product deemed by the Purchasing Agent to be the equal or better of the specified commodity or service must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Purchasing Agents approval may be cause for cancellation of contract.

**51. REJECTED PRODUCT** When Products are rejected, they must be removed by the Contractor from the premises of the receiving entity within ten days of notification of rejection by Authorized User. Upon rejection notification, risk of loss of rejected or non-conforming Product shall remain on Contractor. Rejected items not removed by the Contractor within ten days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of the items as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition.

**52. INSTALLATION** Where installation is required, Bidder shall be responsible for placing and installing the equipment in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects which would mar the appearance of the equipment or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or replace the Product in the proper location. The Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or site to its original condition. Work shall be performed so as to cause the least inconvenience to the Authorized User(s) and with proper consideration for the rights of other contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

**53. REPAIRED OR REPLACED PRODUCT / COMPONENTS** Where the Contractor is required to repair, replace or substitute Product or components under the Contract, the repaired, replaced or substituted Product shall be subject to all terms and conditions for new Product set forth in the contract, including product warranties.

**54. ON-SITE STORAGE** Materials, equipment or supplies may be stored at the Town/s or Authorized User's site at the Contractors sole risk and only with the approval of, as the case may be, the Town or the Authorized User.

**55. EMPLOYEES / SUBCONTRACTORS / AGENTS** All employees, subcontractors or agents performing work under the contract must be trained technicians who meet or exceed the technical and training qualifications set forth in the Bid Specifications or the Bid, whichever is greater, and must comply with all rules and requirements of the Contract. The Purchasing Agent reserves the right to conduct a security background check or otherwise approve any employee or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause, including but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized Users security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the contract terms. The Purchasing Agent reserves the right to reject and/or bar from the facility for cause any employee, subcontractor, or agents of the Contractor.

**56. ASSIGNMENT / SUBCONTRACTORS** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract, other than

the assignment of the right to receive moneys due, without the prior written consent of Town of \_\_\_\_\_. Prior to an assignment of the right to receive moneys becoming effective, Contractor shall file a written notice of such assignment simultaneously with Town of \_\_\_\_\_ and participating Authorized User(s).

The Purchasing Agent reserves the right to reject any proposed subcontractor, assignee or supplier for bona fide business reasons, which may include, but are not limited to: that the proposed transferee is on the Department of Labors list of companies with which New York State cannot do business; the Purchasing Agent determines that the company is not qualified; unsatisfactory contract performance or service has been previously provided; or attempts were not made to solicit minority and womens business enterprises (M/WBE) bidders for the subcontract.

**57. PERFORMANCE / BID BOND** Town of \_\_\_\_\_ reserves the right to require the Bidder/Contractor to furnish without additional cost, a performance, payment or bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the contract, whenever the Purchasing Agent in his/her sole discretion deems such bond or security to be in Town of Keene's best interest. Where required, such bond or other security shall be in the form prescribed by the Purchasing Agent.

**58. STOP / SUSPENSION OF WORK**

**(a) Stop Work Order** The Purchasing Agent reserves the right to stop the work covered by this contract at any time that the successful Contractor becomes unable or incapable of performing the work or meeting any requirements or qualifications set forth in the contract. In the event of such stopping, the Purchasing Agent shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Contractor shall be liable for any such cost on account thereof.

**(b) Suspension of Work Order** The Purchasing Agent, in his/her sole discretion, reserves the right to suspend any or all activities under this contract, at anytime, in the best interests of the State or Issuing Entity. In the event of such suspension, the contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on Town spending, declaration of emergency, or other such circumstances. Upon issuance of such suspension of work, the Contractor is not to accept any purchase orders, as specified in the Suspension Order. Activity may resume at such time as the Purchasing Agent issues a formal written notice authorizing a resumption of work.

**59. CANCELLATION** A contract may be canceled by the Purchasing Agent, and/or an Authorized User may cancel its participation, license or service order under the contract, at the Contractors expense upon non-performance, or upon a determination that Contractor is non-responsive, or non-responsible.

**60. FORCE MAJEURE** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor negligence of the Contractor, its officers, employees or agents contributed to such delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires or floods, or other similar cause beyond the control of the Contractor, or for any of the foregoing which affect subcontractors or suppliers and no alternate source of supply is available to the Contractor. In such event, Contractor shall notify the Purchasing Agent, by certified or registered mail, of the delay or potential delay and the cause(s) thereof either (a) within ten (10) calendar days after the cause which creates or will create the delay first arose if the Contractor could reasonably foresee that a delay could occur by reason thereof, or (b), if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe a delay could result. The foregoing shall constitute the Contractors sole remedy or excuse with respect to such delay. In the event performance is suspended or delayed, in whole or in part, by reason of any of the aforesaid

causes or occurrences and proper notification is given the Purchasing Agent, any performance so suspended or delayed shall be performed by the Contractor at no increased cost, promptly after such disabilities have ceased to exist unless it is determined in the sole discretion of the Purchasing Agent that the delay will significantly impair the value of the contract to the Town or to Authorized Users, whereupon the Purchasing Agent may:

- (a) Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to Town Agencies with respect to Product subjected to allocation; and/or
- (b) Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the contract quantity; or
- (c) Terminate the contract or the portion thereof which is subject to delivery delays, and thereby discharge any unexecuted portion of the contract or the relative part thereof.

**61. CONTRACT BILLINGS** Contractor shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billings for Agencies must contain all information required by the Town Treasurer and/or Auditor. The Town Treasurer shall render payment for Agency purchases, and such payment shall be made in accordance with ordinary Town procedures and practices. Payment of contract purchases made by Authorized Users other than Agencies shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User.

Submission of an invoice and payment thereof shall not preclude the Purchasing Agent from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the bid and award documents.

**62. DEFAULT - AUTHORIZED USER** An Authorized Users breach shall not be deemed a breach of the centralized contract. In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Purchasing Agent and the Authorized Users purchasing official, suspend additional shipments of Product or provision of services to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future contract payments.

Notwithstanding the foregoing, the Contractor shall, at least 10 days prior to declaring a breach of contract by any Authorized User, by certified or registered mail, notify both the Purchasing Agent and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared. It is understood, however, that if the Contractors basis for declaring a breach is insufficient, the Contractors declaration of breach and failure to service an Authorized User shall constitute a breach of its contract and the Town or Authorized User may thereafter utilize any remedy available at law or equity.

**63. INTEREST ON LATE PAYMENTS**

- (a) **Town Agencies** The payment of interest on certain payments due and owed by a Town agency may be made in accordance with Section 3-a of the *General Municipal Law* at the rate of three percent (3%) per annum.
- (b) **By Non-Town Agencies** The terms of Article 11-A apply only to procurements by and the consequent payment obligations of the Town. Neither expressly nor by any implication is the Town responsible for payments on any purchases made by a Non-Town Agency Authorized User.

(c) **By Contractor** Should the Contractor be liable for any payments to the Town hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the *State Finance Law* to the same extent as though the contract was with the State of New York rather than the Town.

**64. REMEDIES FOR BREACH** It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

(a) **Cover / Substitute Performance** Upon the failure of the Contractor to properly perform within the time specified, failure to provide acceptable service, to make immediate replacement of rejected Product when so requested, or upon the revocation of the Contract by the Purchasing Agent for cause, or upon repudiation of the contract by the Contractor, the Purchasing Agent may, with or without formally bidding same:

i. Purchase from other sources to replace the Product rejected, revoked, not timely delivered or repudiated; or

ii. If after making reasonable attempts, under the circumstances then existing, to timely provide acceptable service or acquire replacement product of equal or comparable quality, the Purchasing Agent is unsuccessful, the Purchasing Agent may acquire acceptable service or replacement product of lesser or greater quality.

Such purchases may, in the discretion of the Purchasing Agent, be deducted from the contract quantity.

(b) **Withhold Payment** In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Purchasing Agent. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

(c) **Reimbursement of Costs Incurred** The Contractor agrees to reimburse the Town and/or Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the Town or Authorized User in connection therewith, including reasonable attorneys fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the contract, the Purchasing Agent may authorize an ordering Authorized User to rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authorized User promptly by the Contractor or deducted by the Authorized User from payments due or to become due the Contractor on the same or another transaction.

(d) **Deduction / Credit** Sums due as a result of these remedies may be deducted or offset by the Town or Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Town or Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Purchasing Agent reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of the contract.

**65. ASSIGNMENT OF CLAIM** Contractor hereby assigns to the Town any and all its claims for overcharges associated with this contract which may arise under the antitrust laws of the United States, 15 U.S.C. Section 1, *et seq.* and the antitrust laws of the State of New York, *General Business Law* Section 340, *et seq.*

**66. TOXIC SUBSTANCES** Each Contractor furnishing a toxic substance as defined by Section 875 of the *Labor Law*, shall provide such Authorized User with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the *Labor Law*.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the user agency representative.

**67. INDEPENDENT CONTRACTOR** It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the Town or Authorized User, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this contract, to maintain at Contractors expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including workers compensation, disability and unemployment insurance, and to provide the Authorized User with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

**68. SECURITY / CONFIDENTIALITY** Contractor warrants, covenants and represents that it will comply fully with all security procedures of the Town and any Authorized User(s) in performance of the Contract.

Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, subcontractors, officers, or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the Town or any Authorized User hereunder or received from another third party, will not be divulged to any third parties. Contractor shall not be required to keep confidential any such confidential material which is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the Town or Authorized User, or otherwise obtained under the Freedom of Information Act or other applicable New York State Laws and Regulations. This warranty shall survive termination of this Contract for a period of five (5) years. Contractor further agrees to take appropriate steps to instruct its personnel, agents, officers and any subcontractors regarding the obligations arising under this clause to insure such confidentiality.

**69. COOPERATION WITH THIRD PARTIES** The Contractor shall be responsible for fully cooperating with any third party agents, including but not limited to subcontractors of the Authorized User, relating to delivery of product or coordination of services.

**70. CONTRACT TERM - EXTENSION** In addition to any stated renewal periods in the Contract, any contract or unit portion thereof let by the Purchasing Agent may be extended by the Purchasing Agent for an additional period(s) of up to one year (cumulatively) with the written concurrence of the Contractor.

**71. WARRANTIES & GUARANTEES** Contractor hereby warrants and guarantees:

- (a) To fully defend, indemnify and save harmless the Town, Authorized Users and their respective officers, agents and employees from suits, actions, damages and costs of every name and description arising out of the acts or omissions of Contractor, its officers, employees, subcontractors, partners, or agents, in any performance under this contract including: i)

personal injury, damage to real or personal tangible or intangible property, without limitation; ii) negligence, either active or passive, without limitation, or iii) infringement of any law or of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or other third party intellectual proprietary rights, without limitation, provided that the Town or Authorized User shall give Contractor: (a) prompt written notice of any action, claim or threat of infringement suit, or other suit, promptness of which shall be established by Authorized User upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at Bidders sole expense, and (c) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the Town or Authorized User may require Bidder/Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Purchasing Agent shall require.

**(b)** Contractor warrants full ownership, clear title free of all liens, or perpetual license rights to any Products transferred to Authorized User under this Contract, and Contractor shall be solely liable for any costs of acquisition associated therewith without limitation. Contractor warrants that Authorized User will have undisturbed, peaceful use of the Products, including, without limitation, software, object or source codes, custom programming or third party intellectual property rights incorporated or embedded therein, and training modules or Documentation. Contractor fully indemnifies the Town and Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.

**(c)** To pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees and give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the contract.

**(d)** Unless recycled or recovered materials are available in accordance with the "Recycled & Recovered Materials" clause, Product offered shall be standard new equipment, current model of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturers recommendations and standard practice. Every Product, including any substituted or replacement unit delivered, must be guaranteed against faulty material and workmanship for a period of one year from and after the date the unit is accepted unless otherwise specified by the Town or Authorized User. Notwithstanding the foregoing, when the manufacturers standard guarantee for Product or any component thereof exceeds one year, the longer guarantee period shall apply to such unit or component thereof delivered under this contract. Furthermore, the Contractor agrees to extend its warranty period with regard to any Product delivered by the cumulative periods of time, after notification, during which the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers or employees. If during the regular or extended warranty periods faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective goods during the warranty periods shall be borne solely by the Contractor, and the Town or Authorized User shall in no event be liable or responsible therefore. This warranty shall survive any termination of the contract in accordance with the warranty term.

**(e)** Where the provision of services requires the replacement or repair of Product, any replaced or repaired component, part or Product shall be new and shall, if available, be replaced by the original manufacturers component, part or Product. All proposed substitutes for the original manufacturers installed Product must be approved by the Authorized User before installation. The Product or part shall be equal to or of better quality than the original Product being replaced. Any Product replaced by the Contractor under the contract shall be guaranteed for one (1) year from the date of replacement and replaced at no cost to the Authorized User if found defective during that time.

**(f)** Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Purchasing Agent that it meets or exceeds all requirements of the bid and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for workman's compensation, and shall provide such proof as required by the Purchasing Agent. Failure to do so may constitute grounds for the Town to cancel or suspend this contract, in whole or in part, or to take any other action deemed necessary by the Purchasing Agent.

The Contractor further warrants and guarantees:

i. His/Her/Its products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

ii. To furnish adequate protection from damage for all work and repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.

iii. To carry adequate insurance to protect the Town from loss in case of accident, fire, theft, etc.

iv. That all deliveries will be equal to the accepted bid sample.

v. That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the Town. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the Town.

vi. That all manufacturers product warranties and guarantees shall be furnished to the Town, and that the Town's rights thereunder shall not be in any way impaired or limited.

## GENERAL

**72. APPLICABILITY** In addition to the terms contained in **Part I (General - All Procurements)**, the terms contained in **Part II (Software & Technology Procurements)** apply to software and technology procurements.

## 73. DEFINITIONS - Part II

**DOCUMENTATION** The complete set of manuals (e.g. user, installation, instruction or diagnostic manuals) in either hard or electronic copy, necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product in accordance with the license rights.

**ENTERPRISE** The business operations in the United States of a Licensee or Enterprise Participant, without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of Licensee or Enterprise Participant. For the Town of New York, "business operations" shall be defined as the business operations of all Agencies, as defined in Part I.

**ENTERPRISE LICENSE** A contract which grants Enterprise Participants unlimited license rights to access, use and/or execute Product within the Enterprise.



**ENTERPRISE PARTICIPANTS** One or more Licensees, as defined in Part I, participating in an Enterprise License.

**LICENSE EFFECTIVE DATE** The date Product is delivered to an Authorized User. Where a License involves Licensees right to copy a previously licensed and delivered Master Copy of a Program, the license effective date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

**LOGICAL PARTITION** A subset of the processing power within a CEC which has been divided through hardware and/or software means (i.e. *Processor Resources/System Manager [PR/SM]*) so as to limit the total processing power which is accessible by an operating system image by individual users or individual software products.

**OBJECT CODE** The machine executable code that can be directly executed by a computers central processing unit(s).

**PHYSICAL PARTITION** A subset of the processing power within a CEC which has been derived through hardware means so as to limit the total processing power accessible by an operating system image by individual users or individual Products.

**SITE** The location (street address) where Product will be executed.

**SOURCE CODE** The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine Object Code.

**TERMS OF LICENSE** The terms and conditions set forth in the Contract which are in effect and applicable to a Product order at the time of order placement, and only such additional terms as are consistent therewith or more advantageous to the Authorized User as are set forth on the individual Product order form executed and approved by both Authorized User and Contractor.

**VIRUS** Any computer code, whether or not written or conceived by Contractor, which disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer.

## **TERMS AND CONDITIONS**

**74. SOFTWARE LICENSE GRANT** *Unless otherwise set forth in the Bid Specifications or Contract, where Product is acquired on a licensed based the following shall constitute the license grant:*

(a) **License Scope** Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product with other product within its business enterprise in the United States. Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the product, provided that any modifications, however extensive, shall not diminish manufacturers proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

(b) **License Term** The license term shall commence upon the License Effective Date. Where the terms of license permit licensing on a non-perpetual basis, the license term stated in the Contract shall be extended by the time periods allowed for testing and acceptance.

**(c) Licensed Documentation** Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product. If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractors expense: a) One (1) hard copy and One (1) Master Electronic Copy of the Documentation in diskette or CD-ROM format; or b) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:

- Individual/Named User License – 1 copy per License
- Concurrent Users – 8 copies per site
- Processing Capacity – 8 copies per site

**(d) Product Use** Product may be accessed, used, executed, reproduced, displayed, performed by Licensee to service all Authorized Users of the machine on which Product is installed, up to the capacity measured by the applicable licensing unit stated in the terms of license (i.e. payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation).

**(e) Permitted License Transfers** As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Authorized User site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site. (e.g., named users, seats, or MIPS); and ii) that, if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee.

**(f) Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties** Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such party has executed, or agrees to execute, the Product manufacturers standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("NonDisclosure Agreement"); and 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third partys compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the Town or Licensee.

Any third party with whom a Licensee has a relationship for a state function or business operation, shall have the temporary right to use Product (using, for example, but not limited to, JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the stated function or business activity.

**(g) Archival Back-Up and Disaster Recovery** Licensee may use and copy the Product

and related Documentation in connection with: 1) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies which require Licensee to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; 2) reproducing a reasonable number of copies of the Product and related documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and after the declaration by the Licensee of a disaster; 3) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed under paragraph (F) above. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

**(h) Confidentiality Restrictions** The Product is a trade secret and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as authorized under the terms of license. Licensee will not remove or destroy any proprietary markings of Contractor.

**(i) Restricted Use by Licensee** Except as expressly authorized by the terms of license, Licensee shall not:

- a. Copy the Product;
- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;
- c. Distribute, disclose, market, rent, lease or transfer to any third party any portion of the Product or the Documentation, or use the Product or Documentation in any service bureau arrangement;
- d. Disclose the results of Product performance benchmarks to any third party who is not an Authorized User without prior notice to Contractor;
- e. Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

**75. ENTERPRISE LICENSE OPTION FOR SOFTWARE** Multiple Authorized Users may license any Product offered under the Contract on behalf of their collective business operations. An Enterprise License shall incorporate the terms set forth in this Part II and the pricing set forth in the Contract, and additionally the following terms:

**(a) Enterprise – Defined** Any Authorized User may be an Enterprise Participant. Enterprise Participants will be enumerated in the Enterprise License, including: i) contact name, ship to and main billing address of each Enterprise Participant, ii) street address of the included End User sites of each Enterprise Participant. The originally defined Enterprise may be modified at any time thereafter, including deletion or addition of Enterprise Participants, sites ownership to" locations, provided that Contractor is given written notice and that any additional capacity required by such addition is licensed in accordance with the Enterprise License terms.

**(b) Product Use** Product licensed under this Enterprise Option shall be licensed with the rights set forth in this Part II, without reference to a specific designated system or Licensee, up to the maximum licensed capacity. Product may be used and freely transferable anywhere within the defined Enterprise, including higher or lower performance machines, and Enterprise Participants will not incur an increase in license, support or other charges provided that the

aggregate utilization of the Product does not exceed the aggregate Enterprise Licensed capacity.

**(c) Submission of Orders, Billing and Usage Reporting** An Enterprise may be established for order placement and billing as either a “single” or “multiple” point of contact, at Licensees option. Where designated as a “single”, one Enterprise Participant shall be designated as the lead agency and central point for submission of Purchase Orders, usage reporting and billing. Where designated as “multiple” point of contact, each designated Enterprise Participant shall be responsible for submission of Purchase Orders, reporting and billing with regard to its use of Enterprise Licensed Product. For either single or multiple point of contact Enterprises, a) Contractor agrees to hold each Enterprise Participant solely responsible for payment and performance; and b) Contractor shall be responsible for furnishing an annual report to each designated point of contact summarizing overall Enterprise License activity for the preceding twelve months.

**(d) Shipping / Delivery** Contractor shall be responsible for delivery of Master Copies of Enterprise Licensed Product and documentation to Enterprise Participants. Within either “Single” or “Multiple” Enterprise Licenses, shipping and delivery of Master Copies of Product and Documentation shall be the responsibility of Contractor to each “ship to” location specified on the Purchase Order(s). Distribution and installation of Enterprise Licensed Product to End Users at a site shall be the responsibility of the Licensee.

**(e) Enterprise Operating Systems** Unless otherwise specified by the parties, up to ten (10) hardware/operating system combinations for Product shall be included at no additional charge. The initial ten hardware/operating systems may be specified at any time within five (5) years of the Enterprise License effective date. Additional hardware/operating systems beyond the initial ten (10) may be specified at anytime by the Enterprise, however if additional copies of Product are required for hardware/operating systems beyond the initial ten, the cost for such systems will be as mutually agreed between the parties.

**(f) Product Acceptance** Each Enterprise Participant shall have a right of acceptance, as set forth above in this Part II, only for the first copy of Product for its site(s).

**(g) Enterprise Fees** Enterprise License Fees shall be set forth in the Contract. Notwithstanding the foregoing, the Product license fees for additional copies or units of capacity for Enterprise licensed Product shall not increase by more than six percent (6%) annually each year during the Enterprise License term. Contractor may offer additional discounts/incentives for Enterprise Participants as may be mutually agreed between the parties. Enterprise Participants shall be entitled to aggregate the volume of all Enterprise Participants for purposes of establishing any applicable discounts under the Contract, and Enterprise Licensed Volume shall be aggregated with volume of non-Enterprise Licensed Product otherwise purchased under the centralized Contract. Upon termination of the Enterprise, Enterprise Participants have the right to acquire additional capacity or users at the Enterprise License price for twelve months after the termination of the Enterprise License.

**(h) Technical Support** Unless otherwise mutually agreed, technical support is optional and may be elected individually by Product by each Enterprise Participant. Where an Enterprise Participant is under a current maintenance or technical support contract, such Enterprise Participant shall be entitled to credit any support paid covering any portion of the Enterprise License Term to the fees due under the Enterprise license.

Enterprise Participants shall have the right to partially or wholly de-support a subset of unused Enterprise licensed capacity upon written notice to Contractor at the end of any then - current technical support term without penalty or charge. The capacity for a Program license which has been de-supported must remain inactive and may not be used within the Enterprise

unless technical support for such capacity has been reinstated. In the event of de-support, Contractor reserves the right to reasonably determine compatibility of future releases or new programs prior to shipment.

**(i) Merger of Two or More Enterprises** Two or more Enterprises may be merged to form a larger Enterprise for the purpose of sharing and exchanging data at no additional license fee provided that participants give Contractor notice of such merger and that the combined capacity does not exceed the maximum capacity of the individual licenses.

**(j) "Nested" Enterprises** Individual Enterprise License participant(s) may license additional capacity or products for the specific use of a subset of the larger enterprise. Said participant(s) must certify in writing to Contractor that such use is only by the enumerated subset of participants.

**(k) Default** A default by any Enterprise Participant shall entitle the Contractor to the remedies against such participant under the Contract, but shall not be deemed a default by the remaining non-defaulting Enterprise Participants.

**76. PRODUCT ACCEPTANCE** Unless otherwise provided in the Bid Specifications, the Town and/or Authorized User(s) shall have sixty (60) days from delivery to accept Product. Failure to provide notice of acceptance or rejection by the end of the period provided for under this clause would constitute acceptance by the Town or Authorized User(s) as of the expiration of that period.

Unless otherwise provided in the Bid Specifications, The Town or Authorized User shall have the option to run acceptance testing on the Product prior to acceptance, such tests and data sets to be specified by User. Where using its own data or tests, The Town or Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Town or Authorized User, and shall be made part of the Contractors standard documentation. The test data shall remain accessible to the Town or Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within sixty (60) days from delivery, and the Contractor or Product is responsible for the delay, The Town or Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for another sixty (60) day increment. The Town or Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Town or Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the The Town or Authorized Users agents or employees. Said costs shall be limited to fees paid to Contractor, if any, or any liability for costs incurred at the direction or recommendation of Contractor.

**77. AUDIT OF LICENSED PRODUCT USAGE** Contractor shall have the right to periodically audit, at its expense, use of licensed Product at any site where a copy of the Product resides provided that: i) Contractor gives Licensee or Enterprise Participants at least thirty (30) days advance notice, ii) such audit is conducted during such party's normal business hours iii) each Licensee or Enterprise Participant is entitled to designate a representative who shall be entitled to participant and simultaneously review all information obtained by the audit, and shall be entitled to copies of all reports, data or information obtained by the Contractor; and iv) if the audit shows that such party is not in compliance such party shall be liable for the unlicensed capacity and shall be required to purchase the additional units or rights necessary to bring it into compliance.

**78. OWNERSHIP / TITLE TO CUSTOM PRODUCTS OR PROGRAMMING** Where contract deliverables include custom products or programming, title, rights and interests to such Product(s) shall be determined as follows:

**(a) Definitions**

**Product** For purposes of this section, the term “Product” shall have the meaning set forth in Part I of these *General Specifications*, which includes, but is not limited to: software applications or programming, programming tools, documentation (including user or training manuals), modules, interfaces, templates, and other elements such as utilities, subroutines, algorithms, formulas, source code, object code, reports, drawings, or data.

**“Existing Product”** is defined as any proprietary material(s) existing or developed independently and not at the expense of Licensee.

**“Custom Product”** is defined as any material(s), exclusive of Existing Product, created, prepared, written, compiled or developed by Contractor, or anyone acting on his behalf for The Town or Authorized User pursuant to the Contract.

**(b) Contractor or Third Party Manufacturers Title to Existing Product** Title to Existing Product(s) does not transfer. With respect to such Existing Product(s), whether embedded in or operating in conjunction with Custom Product, Contractor warrants: a) all right, title and interest in Contractor Existing Product(s); or b) all license rights, title and interest in third party Existing Product(s), which include the right to grant to The Town or Authorized User an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s). Contractor hereby grants a irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s) embedded in or transferred for use in conjunction with Custom Product(s). The Licensee agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the license granted under this paragraph prior to distribution or use.

**(c) Title to Custom Product** Title to Custom Product(s), excluding Existing Product, shall be deemed the sole and exclusive property of the Town or Authorized User, who shall have all right, title and interest (including ownership and copyrights). For the purposes of the federal copyright law, execution of this contract shall constitute an assignment of all right, title and interest in the Custom Product(s) by Contractor to the Town or Authorized User. The Town or Authorized User, in its sole discretion, reserves the right to sell Custom Product or to license them on an exclusive or non-exclusive basis to Contractor or other Third Parties. Contractor hereby agrees to take all necessary and appropriate steps to ensure that Custom Product is protected against unauthorized use, execution, reproduction, display, performance, or distribution by or through Contractor, its partners or agents. Notwithstanding this reservation of title, Contractor shall not be precluded from using the related or underlying general knowledge, skills and experience developed in the course of providing the Custom Product in the course of Contractor’s business.

**(d) Acquisitions Funded By Tax Exempt Financing** In addition to the foregoing rights under a, b and c, the sale or licensing of Custom Product or rights therein shall not occur until such Product or rights are or become useable, and shall be at fair market value which shall be determined at the time of sale or licensing. Any such transfer shall be pursuant to a separate written agreement. If the Contract deliverables are to be funded through tax exempt financing, the Town or Authorized User may assign to a Trustee or other entity for security purposes Town or Authorized Users ownership and license rights in Custom and Existing Products. Contractor will cooperate with the Town or Authorized User to execute such other documents as may be appropriate to achieve the objectives of this paragraph.

**(e) Other Acquisitions (Not Funded by Tax Exempt Financing)** In addition to the rights set forth above (paragraphs “a”, “b” and “c”), the Town or Authorized User reserves the right to transfer any or all rights to Custom Materials on an exclusive or non-exclusive basis. Where such transfer (sale or licensing) is provided in the Bid Specifications, Contractor shall include a purchase price for such rights in its bid. Such price shall be offered as a deduction from Contractor’s overall Bid or Project Bid price, and shall be weighted as set forth in the bid evaluation criteria, if any. Such rights shall transfer to the successful Bidder/Contractor upon successful completion and acceptance by the Town or Authorized User of all contract deliverables. Contractor will cooperate with the Town or Authorized User to execute such other documents as may be appropriate to achieve the objectives of this paragraph.

**79. PROOF OF LICENSE** The Contractor must provide to each Licensee who places a Product order either: a) the Product manufacturer’s certified License Confirmation Certificates in the name of each such Licensee; or b) a written confirmation from the Product manufacturer accepting Contractors Product invoice as proof of license. Bidder or Contractor shall submit a sample manufacturers certificate, or alternatively such written confirmation from the manufacturer, with the Bid or Contract. Such certificates must be in a form acceptable to the Licensee.

**80. PRODUCT VERSION** Product orders shall be deemed to reference Manufacturers most recently released model or version of the Product at time of delivery, unless an earlier model or version is specifically requested in writing by the Town or Authorized User and Contractor is willing to provide such version.

**81. MIGRATION TO CENTRALIZED CONTRACT** The Town or Authorized User may obtain additional Product authorized under this contract, (e.g., licensed capacity upgrades, new releases, documentation, maintenance, consulting or training) whether or not Product was initially obtained independently of this contract. The Town or Authorized Users election to obtain additional Product shall not operate to diminish, alter or extinguish rights previously granted.

**82. NOTICE OF PRODUCT DISCONTINUANCE** In the event that a Product manufacturer proposes to discontinue maintenance or support for Product, Contractor shall (1) notify the Town and each Authorized User in writing of the intended discontinuance, and (2) continue to provide maintenance and support for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than eighteen (18) months from the date of notice, and (3) at The Town or Authorized Users option, either a) provided that the Town or Authorized User is under maintenance, provide the Town or Authorized User with either a Product replacement with equivalent functionality at no additional charge, or b) provide Town or Authorized User with the source code for Licensed Product at no additional charge to enable it to continue use and maintenance of the Product.

**83. REINSTATEMENT OF MAINTENANCE** The Town or Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon written notice to Contractor. In the event that The Town or Authorized User discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor at rates which would have been due under the contract for the period of time that such maintenance had lapsed, or for twelve months, whichever is less.

**84. NO HARDSTOP / PASSIVE LICENSE MONITORING** Contractor hereby represents, warrants and covenants that the Product and all Upgrades do not and will not contain any computer code that would disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as “time bombs”, “time locks”, or “drop dead” devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a “trap door” device). Contractor agrees that in the event of a breach or alleged breach of this provision that The Town or Authorized User shall not have an adequate remedy at law, including monetary damages, and that The Town or Authorized User shall

consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which The Town or Authorized User shall be entitled.

**85. ADDITIONAL WARRANTIES / GUARANTEES** Where Contractor or Product manufacturer offers additional or more advantageous warranties than set forth herein, Contractor shall offer or pass through any additional or more advantageous warranties to The Town or Authorized Users. In addition to the 'Warranties/Guarantees" set forth in Part I, Contractor makes the following warranties.

**(a) Product Performance Warranty** Contractor represents and warrants that the Products delivered pursuant to this contract conform to the manufacturers specifications, performance standards, and documentation and that the documentation fully describes the proper procedure for using the Products in an efficient manner. Contractor does not warrant that software is error-free.

In the event that Contractor does not remedy a substantial breach of this warranty within the cure period, Licensee shall also have the right to terminate any payments due Contractor, with a refund of the any fees prospectively paid from the date of breach.

**(b) Year 2000 Warranty** For all procurements of Product, Contractor must furnish a warranty statement in accordance with the NYS Standard Year 2000 Warranty Compliance Statement set forth in Part I at the time of bid for agency specific contracts or product order for centralized contracts.

**(c) Virus Warranty** Contractor represents and warrants that Licensed Software contains no known viruses. Bidder is not responsible for viruses introduced at Licensees site. For purposes of this provision, "Virus" shall have the meaning set forth in Part II, "Definitions".

A breach of any of the foregoing shall be deemed a material breach of the Contract or any License granted thereunder. The defaulting party shall be given written notice of a warranty breach under this section and shall have a thirty (30) day period to cure such breach.

**86. INDEMINIFICATION THE WARRANTIES SET FORTH IN THESE GENERAL SPECIFICATIONS (PARTS I and II) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Contractor shall defend, indemnify and save harmless the Town and Authorized Users from suits, actions, claims, damages and costs arising under or connected to Contractors actions, and except where express loss liabilities set forth elsewhere in the Contract provide for a higher loss limitation liability than as set forth in this paragraph, or where such express provisions impose Contractor liability on "without limitation", the total liability of Contractor for such claim(s), regardless of the nature and basis for the claim, shall not exceed two (2) times the fees paid for the applicable Product. For any suit, action, claim, damages or costs arising under or are connected to personal injury or property damage, or breach of the title, patent and copyright warranties, Contractor shall be fully liable without limitation.

The Town or Authorized User may retain such moneys from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted by or against the Town or Authorized User, provided however, that Contractor shall not indemnify each such entity to the extent that any claim, loss or damages arising hereunder is caused by the negligence act or failure to act of said entity.

**87. SOURCE CODE ESCROW FOR LICENSED PRODUCTS** If source code or source code escrow is offered by either Contractor or Product manufacturer/developer to any other commercial customers, Contractor either: i) will provide Licensee with the Source Code for the Product; or ii) place the Source



Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the Town, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the Town, or iii) will certify to the Town that the Product manufacturer/developer has named the Town, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the Town and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above. Contractor shall identify the escrow agent upon commencement of the contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.

The Town may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.

**PROPOSAL**

\_\_\_\_\_ agrees to furnish one (1) NEW AND UNUSED  
Light Duty Rescue Truck to the Elizabethtown Fire District, 22 Woodruff Lane, Elizabethtown, NY  
12932, as called for in the Specifications, delivered within \_\_\_\_\_ days from date of order.

YEAR, MAKE AND MODEL: \_\_\_\_\_

BID PRICE: \_\_\_\_\_

PLEASE ATTACH THE MANUFACTURER'S LATEST PUBLISHED SPECIFICATION SHEET  
SHOWING STANDARD AND OPTIONAL EQUIPMENT AVAILABLE WITH THE UNIT BID.

ALSO LIST ANY EXCEPTIONS TO THE BID SPECIFICATIONS.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

\_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DATE: \_\_\_\_\_

SOCIAL SECURITY/FEDERAL ID NO: \_\_\_\_\_



**ESSEX COUNTY  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS:  ____PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS  A) FEIN #  B) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE  Name  Title  Telephone Number  Fax Number  Email			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS			
A) NAME	TITLE	B) NAME	TITLE
C) NAME	TITLE	D) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKE A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor <span style="float: right;">____ YES ____ NO</span>			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:  a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> <span style="float: right;">____ YES ____ NO</span>  b) An officer of any political party organization in Essex County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> <span style="float: right;">____ YES ____ NO</span>			

16. WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL, OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:

- a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; \_\_\_ YES \_\_\_ NO
- 2. been disqualified for cause as a bidder on any permit, license, concession, franchise or lease;
- 3. entered into an agreement to a voluntary exclusion from bidding/contracting;
- 4. had a bid rejected on an Essex County contract for failure to comply with the MacBride Fair Employment Principles;
- 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;
- 6. had a status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;
- 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;
- 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or
- 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.
- b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? \_\_\_ YES \_\_\_ NO
- c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: \_\_\_ YES \_\_\_ NO
  - 1. federal, state or local health laws, rules or regulations

17. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES' HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each items as "open" or "unsatisfied". \_\_\_ YES \_\_\_ NO

18. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:

- a) file returns or pay any applicable federal, state or city taxes?  
*Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.* \_\_\_ YES \_\_\_ NO
- b) file returns or pay New York State unemployment insurance?  
*Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.* \_\_\_ YES \_\_\_ NO
- c) Property Tax  
*Indicate the years the vendor failed to file.* \_\_\_ YES \_\_\_ NO

19. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES' WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? \_\_\_ YES \_\_\_ NO  
Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.

20. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.  YES  NO

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:  
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;  YES  NO  
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

<sup>1</sup> "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ESSEX COUNTY  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # \_\_\_\_\_

State of:                                 )  
  ) ss:  
County of:                                 )

**CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Essex in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Essex County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Essex County Purchasing Officer of any changes to the vendor's responses.

Name of Business: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Date: \_\_\_\_\_

Sworn before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to 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) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County 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 County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County 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.

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
SIGNED

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public



**NON-COLLUSIVE BIDDING CERTIFICATION**

1. By submission of this bid, the undersigned bidder and each person signing on behalf of such 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 the undersigned’s knowledge and belief:

(a) 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;

(b) 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 opening, directly or indirectly, to any other bidder or to any competitor; and

(c) 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.

2. The undersigned acknowledges and agrees that a bid shall not be considered for award nor shall any award be made where any of the 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 therefor. Where one or more of the above has/have not been complied with, the bid shall not be considered for award nor shall any award be made unless the political subdivision, public department, agency 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.

3. The undersigned also acknowledges and agrees that 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 paragraph 1 above.

4. The undersigned further acknowledges and agrees that any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a bidder which is a corporation or a limited liability company 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 paragraph 1 of this certificate, 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 or limited liability company.

Name of Bidder: \_\_\_\_\_  
(print full legal name)

Date Signed: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Person Signing Certificate: \_\_\_\_\_  
(print full legal name of signer)

Bidder is (check one):  an individual,  a limited liability partnership,  a limited liability company,  other entity (specify): \_\_\_\_\_

CONTRACTOR'S ACKNOWLEDGEMENT

(If Corporation)

STATE OF NEW YORK) SS:  
COUNTY OF ESSEX)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ to me known, and known to me to be the  
\_\_\_\_\_ of the Corporation described in and which executed the within instrument,  
who being duly sworn did depose and say that he, the said \_\_\_\_\_ reside at  
\_\_\_\_\_ and that he is \_\_\_\_\_ of said  
corporation and knows the corporate seal of the said corporation; that the seal affixed to the within  
instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said  
corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

CONTRACTOR'S ACKNOWLEDGEMENT

(If Individual)

STATE OF NEW YORK) SS:  
COUNTY OF ESSEX)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came  
\_\_\_\_\_ to me known, and known to me to be  
the same person described in and who executed the within instrument and he duly acknowledged to  
me that he executed the same for the purpose herein mentioned and, if operating under and trade  
name, that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been  
filed with the County Clerk of Essex County.

\_\_\_\_\_  
Notary Public

CONTRACTOR'S ACKNOWLEDGEMENT

(If Co-Partnership)

STATE OF NEW YORK) SS:  
COUNTY OF ESSEX)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came  
\_\_\_\_\_ to me known, and known to me to be a member of the  
firm of and the person described in, and who executed the within instrument in behalf of said firm for  
the purposes herein mentioned and that the certificate required by the New York State Penal Law,  
Sections 440 and 440-b has been filed with the County Clerk of Essex County.

\_\_\_\_\_  
Notary Public