



CITY OF NIAGARA FALLS, NEW YORK
DIVISION OF PURCHASING
City Hall Room 17
745 Main Street
Niagara Falls, NY 14302-0069

Telephone: 716-286-4371
 Fax: 716-286-4337

The City of Niagara Falls is requesting bids for the purchase of the following per the enclosed Instructions to Bidders, Terms, Conditions and Specifications.

Sealed bids will be received, publicly opened and read aloud in the Purchasing Office at City Hall as follows:

<u>Time</u>	<u>Date</u>
11:00 A.M.	May 9, 2014
FOR: STREET SWEEPER	

Bids shall be submitted to:

CITY OF NIAGARA FALLS, NEW YORK
 DIVISION OF PURCHASING, City Hall Room 17
 745 Main Street
 PO Box 69
 Niagara Falls, NY 14302-0069

The City of Niagara Falls, New York will officially distribute documents from the Division of Purchasing. The City also advertises at www.niagarafallsusa.org (Purchasing link from the “Departments” tab). Copies from any other source are not considered official copies. Only those vendors who obtain documents from the sources listed are guaranteed to receive addendum information, if such information is issued. If you have obtained this document from a source other than the sources listed, it is recommended that you obtain an official copy.

Bids received after the date and time designated for openings will not be considered. Facsimile or electronically mailed bids are not acceptable and will be rejected.

The envelope containing the bid must be sealed and clearly marked with the bid number, company name and address. Failure to do this may necessitate the premature opening of the bid which may compromise its confidentiality.

Bids must be submitted on the forms enclosed unless otherwise stated. No changes shall be made in the terminology of this bid document or in the items mentioned therein unless done so by formal Addenda.

Any and all bids and contracts made or awarded by the City of Niagara Falls or any department, agency or official thereof for work or services performed or to be performed, or goods purchased or sold or to be purchased or sold are made subject to the provisions of Chapter 861 of the Laws of New York, 1953, as amended by Chapter 751 of the Laws of New York, and as now contained or as may hereafter be amended. The provisions of the New York State General Municipal Law and 103a and 103b are applicable to this bid.

This bid is being solicited on behalf of the City of Niagara Falls, New York and the Niagara Falls Water Board.

General Conditions

1. The City reserves the right to accept this bid by items, or as a whole, or to reject any or all bids or waive informalities. In case of error in the extension of prices in the bid, the unit price will govern.
2. Quantities listed are on a more or less basis of what the City anticipates unless specified otherwise in this document.
3. All bids must be accompanied by the requisite Bid Bond IF SO STATED IN THE SPECIFICATIONS.
4. Provision of any required Performance Bond is the responsibility of the bidder.
5. All prices shall be held firm during the time period specified in this bid document.
6. All bids are subject to delivery as stated herein and must state when delivery can be made.
7. If a bid is submitted on an article intended as a substitute for a grade or brand specified, the bidder must state the grade or brand of the substitution and give a complete description of articles so offered, explain the difference between specifications and offering, size, gauge, weight, etc., otherwise it will be assumed that the bid is based on the grade or brand specified.

If a brand name or catalog reference is included in the specifications and the item bid on is not the particular brand name product, the bidder shall state in his bid what he is bidding on as an equal or as an alternate. Any catalogs, literature, etc. shall accompany the bid. In all cases, final judgment as to whether or not an item meets the specifications rests with the City of Niagara Falls, NY.
8. Samples of items, when required by the City of Niagara Falls, must be furnished free of expense at the time specified and will, upon request, be returned at the bidder's expense, if not destroyed by tests.
9. All materials furnished are to be guaranteed free from defects and anything found defective or contrary to order no matter in what stage of completion may be rejected and shall be made good by the Contractor at his own expense.
10. Workmanship shall be first class in every respect without exception and shall be equal to the best modern practices.

In case of installation, contractor shall clean up and remove all debris and rubbish resulting from the work and leave the premises broom clean.
11. Prices are to be shown NET, F.O.B. Destination to all Niagara Falls Departments/Agencies, Political Subdivisions and other Niagara Falls municipalities authorized by law, including inside delivery. Prices include all transportation charges delivered inside. "Tailgate Delivery" not accepted except where specified. Cash discounts are to be stated, if any.
12. Bids shall not include any Federal, State, or Local excise, sales, transportation, or other tax unless the Federal or State Law specifically levies such tax on the purchases made by a political subdivision. Exemption certificates will be furnished by the Purchasing Division when required.
13. The City of Niagara Falls, New York will not pay any type of fuel surcharge on any item or contract unless specifically indicated as such by the City in the solicitation or contract. Any fuel charges added and not authorized by the City will be deleted from any payments made to the vendor.

Specific Terms and Conditions

1. Sealed bid proposals will be received by the City Purchasing Division in their offices at City Hall for the purchase of one (1) three wheel broom street sweeper with belt conveyor as per the attached specifications.
2. The bid price is to include delivery to the City of Niagara Falls Central Garage, 1785 New Road, Niagara Falls, NY 14304.
3. Delivery is required within one hundred and twenty (120) days after receipt of order.
4. The specifications given are meant to be a guide as to the type of equipment needed. Deviations from the specifications will be allowed, if, in the opinion of the City, the equipment bid is a performance equivalent to that which is specified. Deviations from the specifications must be clearly defined in the "exception" column.
5. For further information please contact Shirley A. Bernat at (716) 286-4371.
6. In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing to the City Purchasing Division. Based upon such inquiry, the City may choose to issue an Addendum.

PRICE SHEET

Quantity	Unit	Description	Unit Price	Net Amount
1.00	EA.	New and unused, three wheel broom street sweeper with belt conveyor.		
		TOTAL NET PRICE:		

**CITY OF NIAGARA FALLS DEPARTMENT OF PUBLIC WORKS
SPECIFICATIONS**

THREE WHEEL BROOM STREET SWEEPER WITH BELT CONVEYOR

Please indicate "YES" or "NO" if the equipment being bid complies with each specification. If "NO", please describe variance in the exception column. If the item being bid exceeds any specification, check "NO" and describe the variance in the exception column.

GENERAL:
1. It is the intent of this specification to describe for the purchase of one (1) new and unused street sweeper having a three wheel configuration, belt conveyor, 3.6 cubic yard front high dumping hopper, hydrostatic transmission, and right and left side broom with variable down pressure controlled from cab.
2. These specifications shall be strictly adhered to. All exceptions and deviations shall be listed on the specification sheets and fully explained on a separate page entitled 'Exceptions to Specifications', and shall reference the page number of the specifications. Bidder shall place a check mark in the appropriate column to signify compliance or non-compliance with each item of these specifications. Proposals taking total exception to these specifications shall NOT be considered. Each bid shall be accompanied by a set of manufacturer's specifications, consisting of detailed description of the equipment proposed. These specifications shall indicate size, type, model and make of all component parts and equipment. Failure to comply with these specifications shall disqualify your bid.
3. Bidder to provide warranty information, and shall state the warranty terms offered for the major components of the equipment proposed.
4. To be delivered to Central Garage Division, Public Works Department, 1785 New Road, Niagara Falls, New York 14304, at no cost to the City, no later than 120 days from receipt of purchase order.
5. No demonstrator, prototypes or discontinued models.
6. The City places a very high priority on service, and the availability of parts. Bidders are to be an authorized dealer for the manufacturer of the equipment proposed, and have a service facility within a distance of fifty (50) miles of type of purchaser's facility, where the proposed equipment is housed. Bidder to have available twenty-four (24) hour service and capable of supplying parts within twenty-four (24) hours.
7. The following specification is based upon an Elgin Pelican P street sweeper SN3000 and up. The City of Niagara Falls Public Works Department has evaluated different types of street sweepers and has determined that this product is best suited for the City's needs in safety, quality, performance, and standardization. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all sweepers bid will be compared.
8. In comparing bids, consideration will not be confined to price only. The successful bidder will be one whose product is judged to best serve the interests of the City when standardization, price, product, safety, quality and delivery are considered. The City of Niagara Falls reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification.
9. The City of Niagara Falls reserves the option to purchase additional quantities of the above unit at bid prices, under the same terms and conditions for a period of one (1) year from the date of contract if agreeable to the successful vendor and if necessary funds become available, and may renew an additional one (1) year period with all terms the same and agreeable to both parties.

GENERAL - CONTINUED:

10. Bids will be accepted for consideration on any make or model that is equal or superior to the sweeper specified. Decisions of equivalency will be at the sole interpretation of the City of Niagara Falls Department of Public Works. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Two (2) copies of the original manufacturer's brochures of the proposed unit are to be submitted with the bid.

11. All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed 'non-responsive' and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, if requested.

12. The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City of Niagara Falls will consider as 'irregular' or 'non-responsive' any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

13. It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (EXCEPTION: YES/NO) will cause the proposal to be rejected without review as 'non-responsive'. All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

CHASSIS:

YES

NO

EXCEPTION

1 Configuration shall be three wheel, rear steer. Front steer configurations shall not be acceptable.

2. For safety, steering strut shall have dual tires. Single tire steer wheels shall not be acceptable in case of flat tire.

3. To protect the target vehicle receiving the hopper discharge, sweeper shall have permanently fixed heavy duty steel bumpers with rubber padding, capable of limiting the forward movement of the sweeper before the sweeper drive wheels or chassis can impact the target vehicle.

4. For maximum strength, chassis shall be fully welded; formed channel and boxed tube style. Bolt together chassis shall not be acceptable due to limited structural strength.

5. Chassis shall have front and rear tow hooks.

6. Engine compartment cover shall have two raising assist cylinders.

7. Rear axle shall be strut type, having a minimum capacity of 7,400 lbs.

8. Front axles shall be stub type, each having a minimum capacity of 10,000 lbs.

CHASSIS - CONTINUED:	YES	NO	EXCEPTION
9. Cab interior environment shall be fully conditioned by fresh air, air conditioner and heater pressurizer/defroster with adjustable vents.	<input type="checkbox"/>	<input type="checkbox"/>	
10. For safety cab to have HD limb guards with crossover.	<input type="checkbox"/>	<input type="checkbox"/>	
11. Provisions shall be made for mounting of front and rear license plates as required in New York.	<input type="checkbox"/>	<input type="checkbox"/>	
CHASSIS ENGINE:	YES	NO	EXCEPTION
1. Diesel engine shall be 4 cylinder, turbocharged, dynamically counter balanced, 276 cu/in. (John Deere 4045T or equal.) Engine shall have EPA Tier 4i emissions and be capable of operating on biodiesel up to B20.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Power rating shall be 55 KW @ 2200 RPM.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Engine shall be rubber mounted.	<input type="checkbox"/>	<input type="checkbox"/>	
4. For greater heat dissipation and lower cost of maintenance, engine shall have individually replaceable wet sleeve cylinder liners.	<input type="checkbox"/>	<input type="checkbox"/>	
5. Air cleaner shall be dual element safety dry-type.	<input type="checkbox"/>	<input type="checkbox"/>	
6. Antifreeze/water mixture shall be rated at minus 20 degrees.	<input type="checkbox"/>	<input type="checkbox"/>	
7. Diesel fuel tank shall have a minimum capacity of 35 U.S. gallons.	<input type="checkbox"/>	<input type="checkbox"/>	
8. For operator safety in the event of engine cutout, steering system shall have a manual override.	<input type="checkbox"/>	<input type="checkbox"/>	
9. An engine shutdown shall be included which protects against damage when either low oil pressure or high coolant temperature conditions occur.	<input type="checkbox"/>	<input type="checkbox"/>	
10. Sweeper shall have an engine coolant filter.	<input type="checkbox"/>	<input type="checkbox"/>	
11. Vendor to provide engine service manual and parts book.	<input type="checkbox"/>	<input type="checkbox"/>	
HYDROSTATIC TRANSMISSION:	YES	NO	EXCEPTION
1. Pump shall be variable displacement with separate variable displacement wheel drive motors.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Power shall be evenly distributed through planetary torque hubs.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Power shall be transferred from wheel drive motors to planetary torque hubs without side loading.	<input type="checkbox"/>	<input type="checkbox"/>	
4. Single foot pedal shall automatically produce required torque at a set pressure.	<input type="checkbox"/>	<input type="checkbox"/>	

HYDROSTATIC TRANSMISSION - CONTINUED:	YES	NO	EXCEPTION
5. To prevent the possibility of contamination and the resulting damage to the transmission system, transmission shall be protected by 10 micron filter with cab restriction indicator.	<input type="checkbox"/>	<input type="checkbox"/>	
6. Single foot pedal shall control both forward and reverse directions.	<input type="checkbox"/>	<input type="checkbox"/>	
7. Hydrostatic transmission shall be computer controlled to optimize propel system to engine power.	<input type="checkbox"/>	<input type="checkbox"/>	
TIRES AND WHEELS:	YES	NO	EXCEPTION
1. Front drive tires shall be tubeless radial tires, 11R22.5 (Load range H) mounted on disc wheels.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Dual rear tires shall be tubeless radial tires 10R17.5 (Load Range H) mounted on disc wheels.	<input type="checkbox"/>	<input type="checkbox"/>	
3. To reduce chassis fatigue, sweeper shall be equipped with fully sprung guide wheel strut utilizing two large heavy duty springs.	<input type="checkbox"/>	<input type="checkbox"/>	
4. Unit shall have spare drive wheel and tire included.	<input type="checkbox"/>	<input type="checkbox"/>	
5. Unit shall have spare rear wheel and tire included.	<input type="checkbox"/>	<input type="checkbox"/>	
BRAKES:	YES	NO	EXCEPTION
1. Service brakes shall be full power, hydraulically applied, twin-caliper disk type.	<input type="checkbox"/>	<input type="checkbox"/>	
2. For safety, the hydrostatic system shall be equipped with a priority relief valve to enable the sweeper to gradually coast to a stop when the accelerator pedal is released. The City has determined that systems that abruptly stop the sweeper by dynamically braking when the accelerator pedal is in the neutral position are potentially dangerous to our operators and following vehicles and will not be accepted.	<input type="checkbox"/>	<input type="checkbox"/>	
3. For safety, loss of engine power shall not automatically engage brakes.	<input type="checkbox"/>	<input type="checkbox"/>	
4. For safety, loss of hydraulic power shall not automatically engage brakes.	<input type="checkbox"/>	<input type="checkbox"/>	
5. For safety, neither brake engagement nor disengagement shall be dependent upon the engine running.	<input type="checkbox"/>	<input type="checkbox"/>	
6. For safety, neither brake engagement nor disengagement shall be dependent on any electrical circuit.	<input type="checkbox"/>	<input type="checkbox"/>	
7. To safely provide redundancy, parking brake shall be positively and mechanically applied to drive axle.	<input type="checkbox"/>	<input type="checkbox"/>	
8. Neither parking brake engagement nor disengagement shall be dependent on any electrical circuit.	<input type="checkbox"/>	<input type="checkbox"/>	

CAB:	YES	NO	EXCEPTION
1. To maximize operator visibility, cab glass area shall be not less than 8,500 square inches.	<input type="checkbox"/>	<input type="checkbox"/>	
2. For safety and maximum operator visibility, doors shall be all glass. And capable of latching completely sealed and 6" open for flow through ventilation.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Front windows shall be tinted. Front window area shall be a minimum of 2300 square inches for optimum forward visibility.	<input type="checkbox"/>	<input type="checkbox"/>	
4. For safety, minimum cab visibility shall be approximately 360 degrees without using mirrors.	<input type="checkbox"/>	<input type="checkbox"/>	
5. For operator safety, cab doors shall be rear opening (hinged at front.)	<input type="checkbox"/>	<input type="checkbox"/>	
6. Right-hand and left-hand seats shall be vinyl upholstered, foam cushioned bucket type Bostrom mid back with air ride suspension mounting and seat belts.	<input type="checkbox"/>	<input type="checkbox"/>	
7. Sweeper shall include one (1) inside rear view mirror and two (2) outside west coast type mirrors.	<input type="checkbox"/>	<input type="checkbox"/>	
8. To maximize operator visibility, outside mirrors shall be mounted forward of the cab enclosure.	<input type="checkbox"/>	<input type="checkbox"/>	
9. For safety during night sweeping, rocker switches shall be internally illuminated so that they can be readily identified without the use of the cab dome light.	<input type="checkbox"/>	<input type="checkbox"/>	
10. Windshield wiper shall be two speeds intermittent with washer.	<input type="checkbox"/>	<input type="checkbox"/>	
11. Interior of cab shall be lined with acoustical insulation, have automotive type trim, and center console.	<input type="checkbox"/>	<input type="checkbox"/>	
12. Dash shall be faced with soft molded plastic.	<input type="checkbox"/>	<input type="checkbox"/>	
13. There shall be a soft textured steering wheel with center horn at the operator position with tilt and telescopic steering wheel for safer operation.	<input type="checkbox"/>	<input type="checkbox"/>	
14. Sweeper shall have an automatic electronic back-up alarm.	<input type="checkbox"/>	<input type="checkbox"/>	
15. Sound levels within the cab shall not exceed OSHA standards.	<input type="checkbox"/>	<input type="checkbox"/>	
16. Cab shall feature opening front opera windows to aid in flow through ventilation	<input type="checkbox"/>	<input type="checkbox"/>	
17. Doors and ignition shall be keyed alike.	<input type="checkbox"/>	<input type="checkbox"/>	
18. Cab shall have AM/FM radio with CD & two (2) map lights.	<input type="checkbox"/>	<input type="checkbox"/>	
19. Cab interior environment shall be fully conditioned by fresh air, air conditioner and heater pressurizer/defroster with adjustable vents.	<input type="checkbox"/>	<input type="checkbox"/>	
20. Sweeper shall have front and rear license plate holders.	<input type="checkbox"/>	<input type="checkbox"/>	
21. Cab shall have heavy duty dual limb guards.	<input type="checkbox"/>	<input type="checkbox"/>	

SIDE BROOMS:	YES	NO	EXCEPTION
1. Side broom shall be hydraulic, direct drive; vertical digger type mounted on right and left sides.	<input type="checkbox"/>	<input type="checkbox"/>	
2. To provide flexibility for varying sweeping conditions, broom speed shall be variable (90 RPM to 160 RPM) by operator from cab while moving independent of sweeping speed.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Broom down pressure shall be adjustable by operator from the cab while sweeping.	<input type="checkbox"/>	<input type="checkbox"/>	
4. Each broom shall consist of four (4) replaceable plastic segments, filled with 26" long tempered wire.	<input type="checkbox"/>	<input type="checkbox"/>	
5. Broom diameter shall be not less than 36", protruding not less than 13" beyond outside of tire while sweeper.	<input type="checkbox"/>	<input type="checkbox"/>	
MAIN BROOM:	YES	NO	EXCEPTION
1. Broom shall be hydraulic, direct drive, not less than 35" diameter and not less than 68" long.	<input type="checkbox"/>	<input type="checkbox"/>	
2. To provide flexibility for varying sweeping conditions, broom speed shall be variable, (80 RPM to 140 RPM) by operator from cab while moving independent of sweeping speed.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Broom shall be prefab disposable type, filled with polypropylene.	<input type="checkbox"/>	<input type="checkbox"/>	
4. Broom shall be double wrapped at both ends.	<input type="checkbox"/>	<input type="checkbox"/>	
5. Sweeping path shall be not less than 8 feet with one gutter broom activated.	<input type="checkbox"/>	<input type="checkbox"/>	
6. To protect the broom mechanism, the main broom shall raise automatically when the sweeper is reversed. The broom will return to its sweep position and set down pressure when a forward direction is resumed.	<input type="checkbox"/>	<input type="checkbox"/>	
CONVEYOR:	YES	NO	EXCEPTION
1. Conveyor with Chevron style cleats and sipes shall be hydraulically driven and able to load hopper to 100% of rated useable capacity.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Conveyor shall be reversible in direction without stopping or reversing any broom.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Conveyor shall be capable of effectively sweeping debris of varying sizes (from large bulky trash 6" in height to fine sand) without the need to make any adjustments to the conveyor system.	<input type="checkbox"/>	<input type="checkbox"/>	
4. To reduce wear on all conveyance components, a conveyor belt having molded Chevron style cleats and sipes shall carry, not drag, debris to the hopper.	<input type="checkbox"/>	<input type="checkbox"/>	
5. Conveyor shall have cleanout feature.	<input type="checkbox"/>	<input type="checkbox"/>	

HOPPER:	YES	NO	EXCEPTION
1. For safety, the hopper shall be front dumping, allowing an operator to observe the dump target and surrounding area at all times from the cab, without the use of mirrors.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Hopper shall dump at varying heights ranging from ground level through a height of 9 ½ feet.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Hopper shall have a dumping reach of 33 inches forward.	<input type="checkbox"/>	<input type="checkbox"/>	
4. To extend wear life, tilt arm bearings shall be permanently-lube Teflon impregnated composite.	<input type="checkbox"/>	<input type="checkbox"/>	
5. Dump cycle shall be not more than 60 seconds.	<input type="checkbox"/>	<input type="checkbox"/>	
6. Volumetric capacity shall be not less than 3.6 cubic yards, useable capacity not less than 3.5 cubic yards.	<input type="checkbox"/>	<input type="checkbox"/>	
WATER SYSTEM:	YES	NO	EXCEPTION
1. Tank capacity shall be not less than 220 U.S. gallons.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Tank shall be constructed of non-rusting material (polyethylene or 7 gauge type 304 stainless steel.) Because epoxy lining has the potential to chip and flake off causing clogs in the water system, water tank construction containing epoxy liners will not be accepted. STATE TANK CONSTRUCTION: _____	<input type="checkbox"/>	<input type="checkbox"/>	
3. Pump shall be twin diagram capable of running dry.	<input type="checkbox"/>	<input type="checkbox"/>	
4. Water fill gauge shall be visible from normal operating position.	<input type="checkbox"/>	<input type="checkbox"/>	
5. Sweeper shall be equipped with an automatic internal hopper/conveyor flush and wash down system.	<input type="checkbox"/>	<input type="checkbox"/>	
6. Water fill hose shall be not less than 16' 8" in length, equipped with 2 ½" NST hydrant coupler.	<input type="checkbox"/>	<input type="checkbox"/>	
7. Storage basket shall be provided for fill hose.	<input type="checkbox"/>	<input type="checkbox"/>	
HYDRAULIC SYSTEM:	YES	NO	EXCEPTION
1. Power shall be provided by shaft and gear driven pumps.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Hydraulic reservoir shall be not less than 33 gallons, baffled and with sight gauge.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Test ports shall be at staggered height, including individual ports for sweeping functions, hopper functions and propulsion.	<input type="checkbox"/>	<input type="checkbox"/>	

HYDRAULIC SYSTEM - CONTINUED:	YES	NO	EXCEPTION
4. To prevent contamination of the reservoir during the dump cycle, the reservoir vent shall be equipped with 10 micron, spin on filter.	<input type="checkbox"/>	<input type="checkbox"/>	
5. To prevent the possibility of contamination and the resulting damage to the hydraulic system, suction lines for drive to have 10 micron filter with cab mounted restriction indicator.	<input type="checkbox"/>	<input type="checkbox"/>	
6. To prevent the possibility of contamination and the resulting damage to the hydraulic system, return lines for drive to have 10 micron filter with cab mounted restriction indicator.	<input type="checkbox"/>	<input type="checkbox"/>	
7. To prevent contamination of the reservoir when adding hydraulic fluid, all oil added shall pass through a 10 micron filter located within the fill spout.	<input type="checkbox"/>	<input type="checkbox"/>	
8. To maximize cooling efficiency and permit thorough cleaning, the hydraulic cooler shall be mounted alongside the water radiator.	<input type="checkbox"/>	<input type="checkbox"/>	
9. Cooler shall be protected by a 125 PSI bypass valve.	<input type="checkbox"/>	<input type="checkbox"/>	
10. To minimize environmental damage caused by leaking hydraulic fittings, all pressure hydraulic fittings shall be flat-face "O" ring or "O" ring boss type.	<input type="checkbox"/>	<input type="checkbox"/>	
11. All circuits shall have quick-disconnect check ports.	<input type="checkbox"/>	<input type="checkbox"/>	
12. A warning indicator shall be supplied to warn operator if the hydraulic oil in the reservoir falls below the acceptable level required.	<input type="checkbox"/>	<input type="checkbox"/>	
ELECTRICAL:	YES	NO	EXCEPTION
1. Unitized alternator/regulator shall be not less than 120 ampere.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Battery shall be maintenance free, 12 volt, 180 minimum reserve, 925 CCA.	<input type="checkbox"/>	<input type="checkbox"/>	
3. For safety, all electrical circuits shall be protected with automatically self-resetting circuit breakers which do not require any action by the operator to reset.	<input type="checkbox"/>	<input type="checkbox"/>	
4. All lighting shall be D.O.T. approved, including combination stop and tail lights, sealed multiple beam headlights, high beam - low beam switch, adjustable side broom spotlights, illuminated gauges and instrument panel, internally illuminated rocker switches, self canceling directional signals, and hazard switch.	<input type="checkbox"/>	<input type="checkbox"/>	
5. For ease of electrical "trouble shooting", all wiring shall be harnessed, identified by color coded and word coded wires (i.e. "Ignition", "Headlight", etc.)	<input type="checkbox"/>	<input type="checkbox"/>	
6. All terminals shall be properly crimped and splices ultrasonically welded.	<input type="checkbox"/>	<input type="checkbox"/>	
7. To prevent deterioration from oxidation all electrical splices shall be fully and completely insulated with heat shrinkable tubing.			
8. All electrical connections shall be sealed with weatherproof, polarized connectors.			
9. Electrical system shall have complete plug-in diagnostics that include fault codes and troubleshooting. The unit shall be equipped with rear facing dual flood lights.			

CONTROLS:	YES	NO	EXCEPTION
1. All sweeper controls shall be mounted on a central control console with locking ignition for use from either right or left positions. This allows the operator to view all important information from either operating position.	<input type="checkbox"/>	<input type="checkbox"/>	
2. The controls shall include all sweep, spray water, and lighting functions.	<input type="checkbox"/>	<input type="checkbox"/>	
3. The controls for sweep, spray water (if equipped with a water system,) and lighting functions shall be conventional rocker switches.	<input type="checkbox"/>	<input type="checkbox"/>	
4. Rocker switches shall be clearly identified by name and international symbol.	<input type="checkbox"/>	<input type="checkbox"/>	
5. Hydraulic functions shall be controlled by electric rocker switches.	<input type="checkbox"/>	<input type="checkbox"/>	
6. Hopper dump functions shall be controlled by a single "joy" stick that meets the SAE standard. Multiple levers shall not be acceptable.	<input type="checkbox"/>	<input type="checkbox"/>	
INSTRUMENTS:	YES	NO	EXCEPTION
1. Instrument panel shall be full vision illuminated with tachometer, hour meter, speedometer, odometer, fuel gauge, hydrostatic oil temperature gauge, water temperature gauge, oil pressure gauge, voltmeter gauge, hydraulic filter/drive filter indicator and engine air intake restriction indicator.	<input type="checkbox"/>	<input type="checkbox"/>	
2. An automatic rear view camera with full color 5.6" LCD monitor shall be provided. Camera shall monitor display area behind the sweeper whenever the sweeper is moving in reverse. The display shall be selectable to allow continuous rear view at all times. The display shall have an additional camera input to allow future expansion of additional cameras. The camera shall be equipped with infra red lamps to allow night vision.	<input type="checkbox"/>	<input type="checkbox"/>	EXCEPTION
PAINT:	YES	NO	
1. All visible exterior metallic surfaces shall be coated prior to assembly with polyester powder coat. The paint must be a minimum of 2 mils thick. The use of acrylic enamels and/or polyurethanes is not acceptable.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Color shall be the City of Niagara Falls' color of "White."	<input type="checkbox"/>	<input type="checkbox"/>	
3. Vehicle shall have an accent color of Grey on the lower portions of the unit.	<input type="checkbox"/>	<input type="checkbox"/>	

MANUALS:	YES	NO	EXCEPTION
1. Successful bidder shall furnish two (2) copies of parts/maintenance and service manuals for the complete unit.	<input type="checkbox"/>	<input type="checkbox"/>	
2. An operation manual shall be provided.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Two (2) body service manuals shall be provided.	<input type="checkbox"/>	<input type="checkbox"/>	
4. A John Deere/engine parts manual shall be provided.	<input type="checkbox"/>	<input type="checkbox"/>	
5. A John Deere/engine service manual shall be provided.	<input type="checkbox"/>	<input type="checkbox"/>	
WARRANTY:	YES	NO	EXCEPTION
1. Manufacturer's warranty shall be not less than one (1) year with unlimited hours on entire vehicle.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Bidders submitting literature stating warranties which do not fully comply with warranty requirements of this specification must submit a letter from the manufacturer certifying warranty compliance as an integral part of their bid. Failure to comply may cause the bid to be deemed "non-responsive" and rejected without further review.	<input type="checkbox"/>	<input type="checkbox"/>	
SERVICE AND TRAINING:	YES	NO	EXCEPTION
1. Vendors shall have a full parts and service facility within a reasonable distance from the City Garage. STATE LOCATION AND DISTANCE: _____	<input type="checkbox"/>	<input type="checkbox"/>	
2. A qualified technician shall provide complete training to City personnel at the City Garage. Training shall include safety, operation, maintenance and service.	<input type="checkbox"/>	<input type="checkbox"/>	
DELIVERY:	YES	NO	EXCEPTION
1. Sweeper shall be delivered F.O.B. City of Niagara Falls in new operating condition.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Acceptance shall be subject to the inspection and approval of the City.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Bidder shall state delivery time after receipt of order: _____.	<input type="checkbox"/>	<input type="checkbox"/>	

BIDDER'S CERTIFICATION

THIS FORM MUST BE COMPLETELY FILLED IN WITH INK OR TYPEWRITER, CLEARLY LEGIBLE AND MUST BE SIGNED AND DATED WITH INK. FAILURE TO DO THIS MAY RESULT IN REJECTION.

We, the undersigned, herewith propose and agree to furnish to the City of Niagara Falls, NY any one or all of the items upon which we have bid, for the prices indicated herein, in accordance with the Instructions to Bidders, Specifications, Conditions and other related Formal Quotation Documents.

The undersigned individual certifies to having read these Specifications, Conditions, and other related Formal Documents and offers to furnish the articles specified to the City of Niagara Falls, NY in exact accordance with Instructions to Bidders, Specifications, Conditions, and other related Formal Documents and at the prices stated.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Authorized Contact: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

TOTAL NET PRICE: _____

DELIVERY PROMISED: _____

**NON-COLLUSIVE BIDDING CERTIFICATION
(PURSUANT TO CHAPTER 751 OF LAWS OF NEW YORK, 1965)**

BIDDER’S ATTENTION IS REQUESTED REGARDING THE FOLLOWING CONDITIONS AND REGULATIONS. BIDS NOT IN COMPLIANCE WITH THE FOREGOING CONDITIONS AND REGULATIONS WILL NOT BE CONSIDERED.

By submission of this bid or proposal, the undersigned certifies that they are the responsible person within the firm for the final decision as to price(s) and amount of this bid or, if not, that he/she has written authorization, enclosed herewith, from that person to make the statements set out below on his/her behalf and on behalf of the firm and

1. The price(s) and amount(s) of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount(s) of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not so be disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm’s submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm’s bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Authorized Contact: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

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 award 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 City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City of Niagara Falls will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City of Niagara Falls 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 City of Niagara Falls 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.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Authorized Contact: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____