

CITY OF ANN ARBOR

INVITATION TO BID



6 Yard - Rear Loading Refuse Truck

ITB # 4316

Due Date: January 7, 2014 by 10:00 AM

Fleet and Facility Services Unit, Public Services Area  
Administering Service Unit

Issued By:

City of Ann Arbor  
Procurement Unit  
301 E. Huron Street  
Ann Arbor, MI 48104

## TABLE OF CONTENTS

<u>Section</u>	<u>Pages</u>
Table of Contents .....	TC-1
Advertisement.....	AD-1
Human Rights Division .....	AAF-1 to 2
Instructions to Bidders .....	IB-1 to 2
Invitation to Bid .....	ITB-1 to 3
Bid Forms .....	BF-1 to 5
Detailed Specifications .....	DS-1 to 5
Attachments	
Attachment A – Contract Compliance Forms .....	AFF 1 – 3
Attachment B - Vendor Conflict of Interest Disclosure Form.....	AFF 4
Appendices	
Appendix A – City of Ann Arbor Purchase Order Terms and Conditions....	

ADVERTISEMENT TO BID  
CITY OF ANN ARBOR  
6 – YARD REAR LOADING REFUSE TRUCK  
ITB # 4316

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, Customer Service Desk, First (1st) Floor, Guy Larcom City Hall, on or before Tuesday, January 7, 2014 at 10:00 AM (Local Time) for the purchase of a 6 Yard – Rear Loading Refuse Truck. Bids will be publicly opened and read aloud at this time.

Winning vendor will supply one medium duty truck configured for use as a rear loading refuse truck, to be construction as specified in this document.

Bid documents, specifications, plans and addendum shall be downloaded by vendors at either of the following web sites, Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) or City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org).

Each Bid shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price

A Bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

Precondition for entering into a contract with the City of Ann Arbor: (i) compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. Further information is outlined in the contract documents. All bidders are required to complete and submit the City of Ann Arbor Conflict of Interest Disclosure Form with the bid.

After the time of opening, no Bid may be withdrawn for a period of forty-five (45) days.

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Any further information may be obtained from the Ann Arbor Procurement Office,  
(734) 794-6500

CITY OF ANN ARBOR PROCUREMENT UNIT

## INSTRUCTIONS TO BIDDERS

### General

The City of Ann Arbor's Procurement Office is soliciting bids for the purchase of a medium duty, diesel powered truck to be configured for use as a rear loading refuse collection vehicle as specified in this document.

Any Bid which does not conform fully to these instructions may be rejected.

### Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on "Bid Forms" provided with each blank properly filled in. Each section and sub-section of each item must be marked clearly as to it meeting the City's specifications completely or not. If forms are not fully completed it may disqualify the bid.

Any deviation from the specification must be fully described, in detail on a separate piece of paper to be titled "Alternate Proposal".

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

### Questions or Clarification on ITB Specifications

All questions regarding this ITB shall be submitted via email. Emailed questions and inquiries will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before December 20, 2013 by 2:00 p.m. and should be addressed as follows:

Specification questions emailed to [tgibbons@a2gov.org](mailto:tgibbons@a2gov.org)

Bid Process and HR Compliance questions emailed to [Klancaster@a2gov.org](mailto:Klancaster@a2gov.org).

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of Thomas Gibbons, Financial Analyst - Fleet & Facilities Unit, at [tgibbons@a2gov.org](mailto:tgibbons@a2gov.org) as soon after discovery as possible. Further, the contractor and/or service provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

### Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) and/or City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org) for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

### **Bid Submission**

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before January 7, 2014 at 10:00 a.m. (Local Time) Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: **ITB 4316 – 6 Yard – Rear Loading Refuse Truck.**

#### **Bids must be addressed and delivered to:**

City of Ann Arbor  
Customer Service Desk, 1<sup>st</sup> Floor  
301 East Huron Street  
P.O. Box 8647  
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded on due date and time or shortly thereafter. No immediate decisions are rendered.

Hand delivered bids will be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 a.m. to 4:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

### **Award**

The City intends to award a Purchase Order to the lowest responsible Bidder. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing Bids, the City will give consideration to alternate Bids for items listed in the bid forms.

**The City will evaluate bids based on cost as well as experience. Bidders that have not included references of similar work experience may have their bids rejected.**

**NOTE:** If cost exceeds \$10,000.00 award will require Human Rights approval and if it exceeds \$25,000.00 it will require City Council approval

### **Official Documents**

The City of Ann Arbor shall accept no changes to the bid documents made by the Bidder unless those changes are set forth on a separate page marked as "Alternate Section" of Bid form.

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through

the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not considered Official copies. Only those Bidders who obtain bid documents from MITN system are guaranteed access to receive addendum information if any issued. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on [www.MITN.info](http://www.MITN.info) and obtain an official Bid

### **Bid Security**

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

### **Withdrawal of Bids**

After the time of opening, no Bid may be withdrawn for the period of forty five (45) days.

### **Cost Liability**

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a Purchase Order with the City. The liability of the City is limited to the terms and conditions outlined on the Purchase Order. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

### **Human Rights Compliance**

Below outlines the requirements for fair employment practices under City of Ann Arbor Purchase Order/Contracts. To establish compliance with the City ordinance, the Bidder should complete and return with its bid completed copies of the Human Rights Division Contract Compliance forms or an acceptable equivalent. In the event Human Rights forms are not submitted with the bid, the bidder will have twenty-four (24) hours to provide once requested by the City.

#### **Compliance Requirements**

If total costs of all services rendered by the Respondent to the City of Ann Arbor in the last 12 months exceed \$10,000 in combination with this Proposal, Respondent will be required to comply with the City Living Wage Ordinance. Human Rights compliance is required for all services valued over \$10,000.

The selected Bidder shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex. See Form in Attachment A.

### **Conflict Of Interest Disclosure**

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a

disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached as Attachment B.

### **Major Subcontractors**

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor.

### **Debarment**

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

### **Disclosures**

All information in a submitter's bid is subjected to disclosure under the provisions of Public Act No. 442 of 1976 know as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted under the Freedom of Information Act.

### **Bid Protest**

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The vendor must clearly state the reasons for the protest. If a vendor contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the vendor to the Purchasing Agent. The Purchasing Agent will provide the vendor with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee who's decision shall be final.

### **Vendor's Responsibility**

The basic unit and all required components shall be compatible and are recommended for use in combination by the manufacturer. It shall be the vendor's responsibility to insure that all components operate according to manufacturer's recommendations in regard to operation speed, imposed load, etc., and to deliver a functionally complete unit, complying with good engineering and accepted commercial practice and in accordance with the intent and details of the specifications.

### **Failure To Fulfill Guarantee:**

In the event of the failure of any equipment within the guarantee period to meet the requirements of the detailed specifications, or failure to perform satisfactorily in service, such failure shall be adequate cause and justification for rejection of any or all equipment furnished under these "detailed specifications."

### **Inspection:**

Any materials, workmanship, or equipment, which may be discovered to be defective within the guarantee period, shall be removed and made good by the contractor at their expense

regardless of any previous inspection or final acceptance.

If any campaign change made necessary by improper material, improper installation or material or faulty designs, the campaign change shall be made and the cost shall be borne by the manufacturer of the truck chassis and/or the equipment manufacturer.

### **Reservation of Rights**

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.



## INVITATION TO BID

City of Ann Arbor  
Guy C. Larcom Municipal Building  
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Conflict of Interest Disclosure Form, Instructions to Bidders, Bid, Bid Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and understands them. The Bidder also declares that it has extensive experience in supplying trucks similar to the vehicles specified.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

In accordance with these bid documents, and Addenda numbered \_\_\_\_\_, the undersigned, as Bidder, proposes to supply vehicles and warrants to complete the work specified in connection with the vehicle supplied in strict accordance with all terms of this Bid for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bond and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

The undersigned agrees that if the bid is accepted by the City of Ann Arbor a binding contract will be in effect for the delivery of the goods in accordance with the bid.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Official Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
(Print Name of Signer Above)

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the others.)

Bidder declares that it is:

\* A corporation organized and doing business under the laws of the state of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the office title of \_\_\_\_\_, whose signature is affixed to this Bid, is authorized to execute contracts.

\* A limited liability company doing business under the laws of the state of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

\* A partnership, organized under the laws of the State of \_\_\_\_\_ and filed with the county of \_\_\_\_\_, whose members are (list names and the street and mailing address of each):

Signature( \_\_\_\_\_ Date: \_\_\_\_\_  
(Print) Name \_\_\_\_\_ Title \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_

## BID FORM

**6 Yard – Rear Loading Refuse Truck** – Please indicate the requested information for each major component listed below:

Chassis:    Model Year: \_\_\_\_\_  
                  Model : \_\_\_\_\_  
                  Mfg. By: \_\_\_\_\_  
                  Supplied By \_\_\_\_\_

Body:        Model Year: \_\_\_\_\_  
                  Model No.: \_\_\_\_\_  
                  Mfg. By: \_\_\_\_\_  
                  Installed By: \_\_\_\_\_

Cart tipper: Model Year: \_\_\_\_\_  
                  Model No.: \_\_\_\_\_  
                  Mfg. By: \_\_\_\_\_  
                  Installed By: \_\_\_\_\_

**Grand Total to purchase 6 Yard – Rear Loading Refuse Truck.**

TOTAL BID \$ \_\_\_\_\_

**Option # 1** - Total purchase price for Truck with Hybrid Hino Chassis \$ \_\_\_\_\_

**CERTIFICATION:** We hereby certify that unless otherwise stated the "Rear Loading Refuse Truck" in the bid is new, in unused condition and will meet or exceed your specifications in every respect.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

**BID FORM 2**  
**Delivery and Service**

**DELIVERY PROCEDURE OF COMPLETE UNIT:** Unit must be delivered ready for immediate operation. This includes oil in transmission, oil filter filled, paper removed from doors, tools and equipment mounted, etc., and unit thoroughly washed.

The above service will be performed by: \_\_\_\_\_

At the following address: \_\_\_\_\_

**DELIVERY:** Delivery of the Rear Loading Refuse Truck is desired as soon as possible. At a minimum the unit should be delivered within 120 calendar days after receipt of purchase order.

\_\_\_\_\_ We can meet delivery schedule.

\_\_\_\_\_ We cannot meet the above delivery schedule, but we offer the following:

\_\_\_\_\_  
\_\_\_\_\_

**NOTE:** The City of Ann Arbor reserves the right to reject bids which offer an unsatisfactory delivery schedule.

**DELIVERY LOCATION:** The vehicle as specified should be delivered F.O.B. Destination, freight prepaid to the following location:

City of Ann Arbor  
Fleet & Facilities Unit  
4251 Stone School  
Ann Arbor, MI 48108

**PARTS AVAILABILITY:** Repair parts are should be available within 24 hours after order.

\_\_\_\_\_ We can meet delivery.

\_\_\_\_\_ We cannot meet the 24 hour limit, but offer the following: \_\_\_\_\_

**NOTE:** The City of Ann Arbor reserves the right to reject low bids which do not offer satisfactory parts availability.

**PARTS DISCOUNT:** Vendor shall allow a \_\_\_\_\_% discount on parts, which are not covered during the warranty period or after the warranty, has expired.

**SERVICE AVAILABILITY:** Vendor hereby certifies that service is available for the unit quoted in this ITB, within 24 hours after a request is made:

\_\_\_\_\_ We can meet service schedule.

\_\_\_\_\_ We cannot meet the service schedule, but offer the following: \_\_\_\_\_

**NOTE:** The City of Ann Arbor reserves the right to reject low bids which offer unsatisfactory service availability or service location.

**SERVICE LOCATION:** The above services will be performed by:

\_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

The vendor is open for hours of business (service only) from \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M., telephone number: \_\_\_\_\_ for service call.

**NOTE:** The City of Ann Arbor reserves the right to reject low bids which offer unsatisfactory service availability or service location.

**GUARANTEE:** The truck chassis, drive train, and packer body shall have as a minimum of one (3) years/100,000 miles of actual use or the manufacturer's standard guarantee if greater.

The 6 – Yard Rear Loading Refuse truck quoted in this ITB is guaranteed for \_\_\_\_\_ months of actual use (attach copy of standard guarantee).

**TRAINING:** The winning vendor shall hold a training seminar at a time agreed to by both The City of Ann Arbor and Vendor on the proper operation and all safety practices that need to be followed when operating the Rear Loading Refuse Truck for all current employees using this vehicle.

In addition arrangement shall be made for minimum of two (2) mechanics from the Fleet & Facilities Unit to attend a factory sponsored maintenance classes for each the packer body and truck chassis (if different).

\_\_\_\_\_ Yes, we will provide training at No Charge

\_\_\_\_\_ No, we cannot provide training at no charge but will provide it for a total charge of \$ \_\_\_\_\_.

Please indicate what is provided for total charge listed above:

Registration \_\_\_\_\_

Travel \_\_\_\_\_

Housing \_\_\_\_\_

Meals \_\_\_\_\_

**BID FORM 3**  
Major Subcontractors

For purposes of this Purchase Order Contract, a Subcontractor is anyone (other than the Bidder) who performs and is compensated for work at 15% or more of the bid sum or over \$50,000, whichever is less, , directly or indirectly for or on behalf of the Bidder (and whether or not in privity of Contract with the Bidder), but shall not include any individual who furnishes merely the individual's own personal labor or services.

For the work outlined in these documents the Bidder expects to engage the following major subcontractor(s) to perform the work identified:

Subcontractor (Name and Address)	Work	Amount

If the Bidder does not expect to engage any major subcontractor, the Bidder MUST complete the following statement:

For the work outlined in this request for bid, the undersigned Bidder does not expect to engage any major subcontractor to perform work under the Contract.

Signature of Authorized Representative of Bidder: \_\_\_\_\_

**BID FORM 4**  
References

Include a minimum of three references from government entities/private companies for whom you have provided and configured diesel powered trucks for similar purposes as this bid within the past ten years

Please include a contact name and phone number for all reference listings as well as a description of the work performed for the named reference.

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---



## DETAILED SPECIFICATIONS

**The delivered unit MUST meet or exceed all MIOSHA Standards in place at the time of Delivery**

<b><u>QUANTITY</u></b>	<b><u>DESCRIPTION</u></b>	
One (1)	A 2014 HINO MODEL 195 CHASSIS WITH APPROXIMATELY 19,500 L.B., G.V.W., WITH 6 YARD CAPACITY, REAR LOADING REFUSE PACKER BODY AND PERKINS MODEL D6098 CARD TIPPER OR APPROVED EQUALS TO BE EQUIPPED AS FOLLOWS:	
<b>ITEM</b>	<b>SPECIFICATION</b>	Please fill in the following blanks:
<b><u>CAB:</u></b>	<p>All steel construction with five LED top mounted marker lights, swing-a-way, heated west coast long arm mirrors, with separate 8" spot mirrors. All mirrors and arms to be stainless steel or chrome.</p> <p>Interior to included, adjustable steering column including both tilt and telescope functions. Suspended brake and accelerator pedals. Cab heater, defroster, air conditioner and air re-circulation switch. Self-Canceling turn signals, intermittent electric wipers, gauges for Voltmeter, Engine Oil Pressure, Engine Oil Temp., Water Temp., Air Pressure, Tachometer, and Hour Meter. Power driver and passenger windows, (all windows to be tinted), and AM/FM radio with USB input jack (for charging and playing aux devises).</p>	_____ Yes _____ No
<b><u>SEATING:</u></b>	Both drivers and passenger seats shall have premium cloth covering and arm rest with the driver's seat also have a Magnetic suspension system	_____ Yes _____ No
<b><u>COLOR:</u></b>	<p>Exterior School Bus Yellow</p> <p>Interior Gray</p>	<p>Color: _____</p> <p>Color: _____</p>
<b><u>PAINT:</u></b>	<p>All painted surfaces on the cab and body shall be properly prepared and finished. Using a priming pretreatment, 1.5 mil of self etching primer, and sealer. Color coats shall be a minimum of 1.5 mils with a minimum of 2 mil of polyurethane clear coat on top.</p> <p>Paint thickness will be checked at time of delivery. Primer and finish paint must be the one specified or a City approved alternate</p>	_____ Yes _____ No
<b><u>GROSS VEHICLE WEIGHT:</u></b>	19,500 lbs. Min.	G.V.W. _____ lbs.
<b><u>ENGINE:</u></b>	Hino J05E-TP, turbo charged 4 cylinder diesel with max output of 210 H.P. at 2500 R.P.M. and 440 ft/lb Torque at 1500 RPM. Engine must meet EPA 2010 Emissions and 2014 Green House Gas Emission standards	<p>Engine Brand: _____</p> <p>_____ Liter _____ H.P.</p> <p>At _____ R.P.M.</p>
<b><u>COOLING SYSTEM:</u></b>	Largest Available with silicone radiator & heater hoses, constant tension band clamps, and extended life coolant	_____ Yes _____ No
<b><u>TRANSMISSION:</u></b>	Aisin model A465 - 6 Speed with Hot shift PTO to be operated by dash mounted switch and indicator light.	_____ Yes _____ No
<b><u>AXLES:</u></b>	Front axle: Reversed Elliot "I" beam with a 6,830 Lb Capacity.	Front: _____ lbs.

Rear axle:	Full-floating, single reduction; Single-speed by hypoid gearings and 13,670 lb capacity	Rear: _____ lbs.
<b><u>DIFFERENTIAL:</u></b>	Ratio: 5.57	_____ Yes _____ No
<b><u>SUSPENSION:</u></b>		Front: _____ lbs.
Front Springs	6,830 Lbs Taper leaf spring with shocks absorbers and stabilizer bar	_____ Yes _____ No
Rear Springs	13,669 Lbs Taper leaf springs with shock	Rear: _____ lbs.
<b><u>STEERING:</u></b>	Full power with tilt and telescopic steering wheel adjustment	_____ Yes _____ No
<b><u>BRAKES:</u></b>	Dual circuit hydraulic, disc brakes on front and rear axles. Plus an electric-pneumatic exhaust brake	_____ Yes _____ No _____ Yes _____ No
<b><u>WHEELBASE:</u></b>	Shortest possible while with a maximum Cab to Axle dimension of 85".	_____ Wheel Base
<b><u>FRAME:</u></b>	Minimum of 33" wide, 56,900 psi yield strength, and 706,900 in. lbs. of RMB with frame components assembled using Huck Bolt chassis fasteners. Inside front frame mounted tow hooks and steel bumper	_____ Yes _____ No
<b><u>WHEELS:</u></b>	Painted Steel, 19.5 X 6K-127 , 6 hole stud piloted	_____ Yes _____ No _____ Yes _____ No
<b><u>TIRES:</u></b>	Front 225/70 R 19.5 -12 ply Bridgestone R250F Rear 225/70 R 19.5 - 14 ply Bridgestone M729F	_____ Yes _____ No _____ Yes _____ No
<b><u>CHASSIS ELECTRICAL SYSTEM:</u></b>	130 Amp Delco brushless alternator and two 12-volt heavy duty batteries. Battery box to include an easily accessible battery disconnect switch. All wiring connections shall be "Weather Pac" brand.	_____ Yes _____ No _____ Yes _____ No
<b><u>EXHAUST SYSTEM:</u></b>	Certified EPA Compliant, 2010 Emission and after treatment system.	_____ Yes _____ No
<b><u>CHASSIS SAFETY EQUIPMENT:</u></b>	Low Air Light and Alarm mounted inside Cab, "Ecco" model 510 Electric Back Up Alarm with a minimum decibel rating of 97 db and must meet all MIOSHA standards. All components of the backup alarm must be contained in a weather resistant housing and be mounted to the rear of the truck, facing out away from the truck.	_____ Yes _____ No
<b><u>PACKER BODY:</u></b>	Minimum body capacity of 6 cubic yards with an additional 1 cubic yard of hopper capacity. The body shall be designed for a compaction rate of a minimum of 1000 Lbs. per cubic yard of household refuse The body shall have a maximum outside width of 88 ¼" and 74" of inside width. The overall length of the body shall not exceed 162" with a maximum, above the frame rail height of 70".	_____ Yes _____ No _____ Yes _____ No _____ Yes _____ No

<p>Body Continued:</p>	<p>The body shall have a smooth floor without a trough. <b><u>No cylinders, valves or other hydraulic components shall be exposed to refuse packed into the body</u></b></p> <p>The body sides and roof shall be fabricated from 10 gauge hi-tensile steel and shall be of a curved one piece design.</p> <p>The body floor shall be fabricated from 7 gauge hi-tensile steel full width of the body with no depression or trough to accommodate the ejector cylinder</p> <p>The body longitudinal shall be 8" tall fabricated from 3/16" hi-tensile steel with floor cross members fabricated from 7 gauge hi-tensile steel. The floor cross members shall be tapered from the long sill outboard to the body side sheet</p>	<p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p>
<p>Tailgate :</p>	<p>The hopper opening shall be 66" wide by 48" high with the length of the tailgate being 53 1/2".</p> <p>The top of the loading sill shall be 2 inches above the top of frame to facilitate easy loading. The overall height above the chassis frame with tailgate raised shall be 118 inches.</p> <p>The lower tailgate sides shall fabricated from 10 gauge AR235 steel with hopper floor and chute shall fabricated from 3/16" AR235 abrasion resistant steel plate.</p> <p>The tailgate sides, hopper, and chute shall be reinforced with hi-tensile steel channels interlaced and fully welded to the side sheets.</p> <p>The tailgate shall be secured to the body with tailgate lock bars made of 3/4" hi-tensile steel. The tailgate locks shall operate automatically when the tailgate is moved.</p> <p>The tailgate seal shall extend a minimum 14 inches up the body side.</p> <p>A rear steps shall be fabricated from open grip strut material with a minimum standing surface of 330 square inches per step. The steps must comply with A.N.S.I. standards and be. a bolt on design.</p>	<p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p>
<p>Packing Mechanism:</p>	<p>The packing cycle shall be controlled by a two lever control system that allows the operator to start, stop and reverse the direction of any function at any point during the packing cycle.</p> <p>The packing blade assembly shall consist of two primary components a slide blade and a sweep blade with the slide blade constructed from 3/16" hi-tensile steel plate.</p> <p>The sweep blade shall mounted to and pivot on the slide blade and shall be fabricated from hi-tensile steel plate, varying thickness from 10 ga. to 3/8" with face sheet being 3/16" T-1.</p> <p>The packing blades shall be powered by two (2) 3 1/2" Bore x 1 3/4" Rod x 19" stroke sweep cylinders with hardened chrome plated rods and two slide cylinders of the same size</p> <p>Material in the hopper shall be compacted between the packing panel assembly and the ejector panel. The ejector panel shall hold pressure against the compacted material and will automatically drift forward by a hydraulic load control valve without operator assistance.</p>	<p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p>

Ejection System:	<p>The load shall be ejected by a double acting, single stage, 4.5" bore telescopic hydraulic cylinder that shall extend and retract the ejector panel the full length of the body without the use of clamp bars or related hardware.</p> <p>The ejector cylinder shall be mounted angularly to the body floor and not require a trough or depression in the floor.</p> <p>The ejector panel shall have a 10 gauge hi-tensile steel face sheet that is reinforced by structural steel tubing and formed channels of high tensile steel.</p> <p>The panel shall be mounted on 2 high-density polyethylene wear shoes that shall be replaceable without removing the ejector panel from the body. The panel shall be guided in the body by two tracks located on the body side 5" above the floor.</p> <p>The tracks shall be 4" deep, fabricated from hi-tensile steel and full welded to the body sides.</p>	<p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p>
<b><u>HYDRAULIC SYSTEM:</u></b>	<p>The system shall be powered by a heavy duty cast iron gear pump with a rated capacity of 12 G.P.M.at 1200 R.P.M driven by a hot shift or air shift take off (PTO). The maximum operating pressure shall not exceed 2600 PSI.</p> <p>The hydraulic system shall incorporate an adjustable relief in the body valve.</p> <p>Hydraulic hoses and tubes shall use S.A.E. O-ring boss and JIC 37 degree flare fittings and tubes shall be secured by clamps to prevent damage from abrasion and vibration</p> <p>Hydraulic hoses and fittings shall comply with the applicable S.A.E. standards for the designed specifications and have a minimum of a 4:1burst to working pressure safety factor.</p> <p>The hydraulic oil reservoir shall have a 20gallon minimum capacity and be equipped with filler, breather cap, sight glass, clean out cover, 100 mesh suction filter, magnetic tank drain plug and gate valve at the suction outlet. In addition the return line shall have 10 micron filter.</p> <p>The hydraulic reservoir shall not be a structural member of the body or the mount for the ejector cylinder.</p> <p>All hydraulic valves shall be sectional to allow for the replacement of defective sections without replacement of the entire valve.</p>	<p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p>
Controls:	<p>The ejector and tailgate lift controls shall be mounted at the driver's side front of the body with the controls directly to the valve spool.</p> <p>A throttle advance switch shall be located convenient to the ejector and tailgate lift controls.</p> <p>The tailgate controls shall be located at the curb side rear of the tailgate. The two lever design shall have positive control of movement of the packing mechanism at all times and incorporate an automatic throttle advance device.</p> <p>The tailgate control shall include a integral secondary relief valve to protect the sweep blade assembly</p>	<p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p>

<p>Hydraulic Cylinders:</p>	<p>All cylinders shall have working pressure rating of 3000 psi.</p> <p>All cylinders are to operate without direct contact with the compacted load</p> <p>Tailgate cylinders shall have hardened chrome plated cylinder rods, and be equipped with restrictors to limit the speed of raising and lowering of the tailgate</p>	<p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p>
<p><b><u>BODY ELECTRICAL:</u></b></p>	<p>All body wiring will be installed according to the chassis manufacturer's requirements and specifications. All wiring must have a protective loom installed for protection and neatness. All wiring will be properly mounted using stainless steel rubber insulated bolt on clamps. All wiring will be installed in a neat and professional manner. Wires that are in any pivot or hinge area must be mounted so they will not be pinched or pulled. Any connectors used must be of the Weather-Pack series design to seal out any foul elements.</p> <p>All Clearance, backup, stop and directional lights must be LED lights mounted in rubber grommets with two sets of stop, tail and turn lights, one set mounted above and one set mounted below the hopper</p> <p>Alternating LED flashers in the front grill, at the middle of the each side of the packer body, and at the rear of packer body mounted at or near eye level of a driver of a standard passenger car</p> <p>A Whelen model 2022 HPA strobe lights mounted at or near the top of packer body with 360 degree visibility</p> <p>A 112 Db backup alarm conforming to current standards must be provided. The alarm must also sound when the tailgate is not closed.</p>	<p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p>
<p><b><u>CART TIPPER:</u></b></p>	<p>Perkins model D6098 with curb side mounted controls.</p>	<p>_____ Yes _____ No</p>
<p><b><u>MANUALS:</u></b></p>	<p>One operation manuals, one service manual, and one parts manual for each of the following</p> <p><b>Truck Chassis</b>, (including a Laminated line setting ticket or build sheet for each chassis)</p> <p><b>Packer Body</b> (must include wiring diagram)</p> <p>All manuals shall including manufactures, parts break downs and part numbers for all hydraulic cylinders</p> <p><b><u>NOTE:</u></b> Note: The City reserves the right to withhold a minimum of <b>\$500.00</b> from payment until all manuals are supplied</p>	<p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p>
<p><b><u>IDENTIFICATION PLATES:</u></b></p>	<p>A manufacturer identification plate shall be fastened to each major component and include the manufactures name, model number and serial number.</p>	<p>_____ Yes _____ No</p>

## ATTACHMENT A - CONTRACT COMPLIANCE FORMS

### City of Ann Arbor Procurement Office INSTRUCTIONS FOR CONTRACTORS

#### For Completing CONTRACT COMPLIANCE FORM

##### City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). *This data is provided to the City on the Human Rights Contract Compliance Forms (attached).*

##### To complete the form:

- 1) If a company has more than one location, then that company must complete 2 versions of the form.
  - Form #1 should contain the employment data for the entire corporation.
  - Form #2 should contain the employment data for those employees:
    - who will be working on-site;
    - in the office responsible for completing the contract; or,
    - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).
- 2) If the company has only one location, fill out Form #1 only.
- 3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.
- 4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.
- 5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

**For assistance in completing the form, contact:**  
Procurement Office of the City of Ann Arbor  
(734) 794-6576

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE  
CONTRACT COMPLIANCE FORM**

Form #1

*Entire Organization (Totals for All Locations where applicable)*

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_

Name and Title of Person Completing this Form \_\_\_\_\_ Name of President \_\_\_\_\_

Address \_\_\_\_\_ County \_\_\_\_\_ Phone # \_\_\_\_\_  
 (Street address) (City) (State) (Zip) (Area Code)

Fax# \_\_\_\_\_ Email Address \_\_\_\_\_  
 (Area Code)

**EMPLOYMENT DATA**

Job Categories	Number of Employees (Report employees in only one category)												TOTAL COLUMNS A-L
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
A	B	C	D	E	F	G	H	I	J	K	L		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
<b>TOTAL</b>													
<b>PREVIOUS YEAR TOTAL</b>													

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE**

**CONTRACT COMPLIANCE FORM**

*Local Office (Only those employees that will do local or on-site work, if applicable)*

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_

Name and Title of Person Completing this Form \_\_\_\_\_ Name of President \_\_\_\_\_

Address \_\_\_\_\_ County \_\_\_\_\_ Phone # \_\_\_\_\_  
 (Street address) (City) (State) (Zip) (Area Code)

Fax# \_\_\_\_\_ Email Address \_\_\_\_\_  
 (Area Code)

**EMPLOYMENT DATA**

**Number of Employees**

**(Report employees in only one category)**

Job Categories	Male												Female				TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native					
	A	B	C	D	E	F	G	H	I	J	K	L					
Exec/Sr. Level Officials																	
Supervisors																	
Professionals																	
Technicians																	
Sales																	
Admin. Support																	
Craftspeople																	
Operatives																	
Service Workers																	
Laborers/Helper																	
Apprentices																	
Other																	
<b>TOTAL</b>																	
<b>PREVIOUS YEAR TOTAL</b>																	





## Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

**Certification:** I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Vendor Name	Vendor Phone Number
Conflict of Interest Disclosure *	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee _____ <input type="checkbox"/> Interest in vendor's company _____ <input type="checkbox"/> Other _____

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that the information provided is true and correct by my signature below:

\_\_\_\_\_  
 Signature of Vendor Authorized Representative                      Date                      Printed Name of Vendor Authorized Representative

**PROCUREMENT USE ONLY**

- Yes, named employee was involved in Bid / Proposal process.
- No, named employee was not involved in procurement process or decision.

## **City of Ann Arbor: General Terms and Conditions**

**The following General Terms and Conditions shall apply to all purchases by or on behalf of the City of Ann Arbor unless specifically provided otherwise on the front of this Document:**

**Tax Exemption:** The City of Ann Arbor is tax exempt, ID# 38-6004534.

**Acceptance of Contract:** This order is the City's contract to purchase the goods and services described on the reverse front side of this document from the Vendor. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this purchase order. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made part hereof.

**Amendments:** No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent.

**Delivery:** All prices must be F.O.B. delivery point. Time is of the essence on this contract. If delivery dates cannot be met, the Vendor agrees to advise the City, in writing of the earliest possible shipping date. The City reserves the right to cancel or purchase elsewhere and hold the Vendor accountable.

**Risk of Loss:** Regardless of F.O.B. point, the Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to delivery or acceptance by the City, whichever is later. No such loss, injury, or destruction shall release the Vendor from any obligations hereunder.

**Inspection:** Goods and materials must be properly packaged. Damaged goods and materials will not be accepted. The City reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. All rejected goods shall be returned to the Vendor at no cost to the City, whether the damage is readily apparent at the time of delivery or later. The City's acceptance is conditioned on such inspection.

**Patents and Copyrights:** If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.

**Uniform Commercial Code:** All applicable portions of the Michigan Uniform Commercial Code shall govern contracts for goods with the City of Ann Arbor; except as modified by contract documents.

**Non-waiver of Rights:** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**Material Safety Data Sheets:** Applicable Material Safety Data Sheets, in compliance with OSHA/MIOSHA hazard communication regulations/standards, must be provided by the Vendor to the City at the time of purchase.

**Assignments:** The Vendor agrees not to assign or transfer this contract or any part thereof without the written consent of the City of Ann Arbor, acting through its authorized representative. Any unauthorized assignment may subject the contractor to immediate termination.

**Laws Governing:** This contract shall be governed by and construed according to the laws of the State of Michigan. Vendor agrees to submit to the jurisdiction and venue of the Circuit Court of Washtenaw County, MI, or if original jurisdiction is established, the U.S. District Ct. for Eastern District of MI, Southern Division. The Vendor stipulates venues referenced are convenient and waives any claim of non-convenience.

**Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage requirements and/or the Davis-Bacon Act as amended.

**Living Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the City of Ann Arbor's Living Wage Ordinance as defined in Chapter 23, Section 1:811-1:821.

**Non-Discrimination:** It shall be the responsibility of the Vendor to comply, when applicable, with, all State, Federal and Local non-discrimination laws, including MCL 37.2209 and City Ordinance Chapter 112, Section 9:161.

**Indemnification:** To the fullest extent permitted by law the Vendor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result from any act or omission, associated with the performance of this contract by the Vendor or anyone acting on the Vendor's behalf under this contract. The Vendor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This indemnity survives delivery and acceptance of the Vendor's goods and services.

**Warranty:** The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this contract, including any drawings, specifications and standards incorporated herein. In addition, the Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

**Payment Terms:** The City of Ann Arbor's payment terms are net 30. The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later.

**Payments:** All invoices for goods and services shall be emailed to [accountspayable@a2gov.org](mailto:accountspayable@a2gov.org). Mailed invoices shall be addressed to the City of Ann Arbor, Accounts Payable, P.O. Box 8647, Ann Arbor, MI 48107, as indicated on the front of this purchase order. Invoices must include the Vendor's name, phone number, and clearly listed item descriptions, quantities and units of measure. The Vendor acknowledges and understands that invoices not addressed as stated above shall have the net 30 begin once the invoice is received by Accounts Payable.

**Compliance with Laws:** The Vendor certifies that in performing this contract it will comply with all applicable provisions of Federal, State and Local laws, regulations, rules and orders.

**Termination for Cause:** In the event the Vendor fails, at any time, to comply with, fully perform or strictly adhere to any covenant, condition or representation contained within the contract, the City shall have the right to give written notice to Vendor of such failure. If such failure is not cured to the City's satisfaction within ten (10) business days from the time of delivery to Vendor of such notice, the City shall have the right to terminate immediately without the requirement of a further notice.