

BID ADDENDUM NOTICE

07/17/2026

Bid Title:	Loader, With Basket – PARKS		
Bid Number:	2600049 (EPIN 85726B0036)	Addendum #:	1
Bid Opening Date:	07/29/2026	Time:	10:00am EST
Procurement Analyst:	Christopher Likokas	Tel #:	(212) 386-0424 (CLikokas@dcas.nyc.gov)
Purchase Director:	Meline Hatchikian	Tel #:	(212) 386-0411

The following changes have been made to this bid:

Addendum No. 1

BID EXTENSION

The BID OPENING DATE & TIME is extended as follows:

- **FROM:** Wednesday, July 22, 2026 10:00am Eastern
- **TO:** Wednesday, July 29, 2026 11:00am Eastern

*** If you have already submitted a bid, please note that you must re-submit a new bid.**

A "Transferring Data Between Rounds of an RFx" PDF Document has been added in Passport. Please refer to this document for information on how to transfer information from your previous RFx's submissions, if applicable.

Please see Passport for the link to the virtual Bid Opening via Microsoft Teams.

QUESTIONS / CLARIFICATIONS / REVISIONS:

- Revision of specification section 1-b
 - Previous: Width 6 ft. 9 in. 9*ft. 1 in. with mirrors.
 - **New: Width 6 ft. 9 in. 8*ft. 1 in. with mirrors.**
- Revision of specification section 1-f
 - Previous: Weight: Base unit: 7300 lbs. and No. 9.5 CU YD box: 2100 lbs.
 - **New: Weight: Base unit: 7300 lbs. and No. 9.5 CU YD box: 2150 lbs.**

BID ADDENDUM NOTICE

- Revision of specification section 2-i
 - Previous: Fail safe brake valve
 - New: Fail safe brake valve with manual activator
- Revision of specification section 2-k
 - Previous: Light switches, Head(Automatic), work, and Strobe lights and 12 Volt power outlet.
 - New: Light switches, Head lights, work, Strobe lights and 12 Volt power outlet.
- Revision of specification section 2-r
 - Previous: Raptor coating on can inside, cab floor, under cab and fenders.
 - New: Raptor coating on cab inside, cab floor, under cab and fenders.
- Revision of specification section 2-s
 - Previous: Automotive sealer on can roof and bolts.
 - New: Automotive sealer on cab roof and bolts.
- Revision of specification section 4-d
 - Previous: Fuel: No. 1, No. 2 or DF-A, DF_1, DF-2. Low sulfur. Engine must be compatible with high biodiesel blends (B20; B50)
 - New: Fuel: Must be compatible with Hydrogenation Derived Renewable Diesel (HDRD)
- Revision of specification section 4-f
 - Previous: Cold weather block heater, 110volts, 1000 watt.
 - New: This language has been removed
- Revision of specification section 4-g
 - Previous: 95-amp (minimum) Delco, or equal, alternator.
 - New: This language is now classified under section 4-f
- Revision of specification section 10-a
 - Previous: Service brake is hydrostatic.
 - New: This language has been removed

BID ADDENDUM NOTICE

- Revision of specification section 10-b
 - Previous: Ausco parking and emergency brakes are a hydraulic release fail safe with manual activator in cab (4 wheel). Hand auxiliary emergency brake.
 - **New:** This language is now classified under section 10-a

Bids are due electronically in PASSPort by 07/29/2026 at 10:30am EST. DCAS strongly advises vendors to finalize and submit bids at least **48 hours prior to due date and time**. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

All other terms and conditions remain the same.

Parks & Recreation Specification

Load And Pack

Certificate of Origin shall be supplied with each unit. They shall be made out to:

City of New York
Parks & Recreation
20 Bronx Shore Rd
Randall's Island
New York, 10035

If warranty work is to be done outside city limits, all toll and delivery charges shall be paid by the vendor

Vendor shall notify Parks & Recreation at least five (5) working days before delivery of
Equipment

Vendor should refer to Standard Requirements of Specification attachment for further
Information

Contact: Jose Hernandez – 212 410-8317

Delivery Point: Parks & Recreation
Vehicle Acquisition
New Vehicle Compound
20 Bronx Shore Rd
Randall's Island, N.Y. 10035

Parks & Recreation Specification

Load and Pack

Intent: It is the intent of this specification to describe a heavy duty, basket loader with integrated load and pack functionality designed for continuous municipal refuse operations within Parks facilities. The equipment must be capable of loading compacting and packing refuse material into standard containers in a single grated operation, while meeting the durability, safety and operational demands associated with Parks daily usage.

This unit will be utilized in high- cycle, outdoor refuse operations and must be suitable for year-round service under varying environmental conditions. The load and pack must comply with all State, Federal and City of New York; Safety, Noise and Emission Standards in effect at the time that the purchase order is issued.

The bid standard shall be the Broyhill, Load and Pack model TD 3.6 or equal.

The unit offered shall include the following salient characteristics

1 Description

- a. Length 21 ft. w/9.5 cu yd box and with arm down.
16 ft.6 in. without box and with arm down.
- b. Width 6 ft. 9 in. 8*ft. 1 in. with mirrors.
- c. Height: 110 in. with box in open position.
133 in. with wind screen in compacted position.
144 in. with lift arm in top position.
- d. Wheelbase: 108 in.
- e. Turning Diameter: 42 ft. 1 in. OD with mirrors and 36 X 13.50 – 15 tires.
- f. Weight: Base unit: 7300 lbs. and No. 9.5 CU YD box: 2150 lbs.
Empty total: 9450 lbs. Gross weight (with rear dump box)
Gross weight 12,900 lbs.

2 Cab Equipment

- a. Instruments: volt gauge, oil pressure, water temperature gauge, fuel gauge, electronic tachometer, hour meter.
Hydraulic temperature gauge, hydrostatic charge pump temperature gauge, driving horn button, turn signals, flashers and neutral start switch and windshield washer.
- b. Cab and lockable door made from galvanized steel.
- c. Control Valves shall include:
 - a. GRIP-LIFT, to clamp refuse container for lifting and transport refuse container to dump position.
 - b. CRUSH, to crush top refuse downward in container box.
 - c. TILT, to separate compactor box from vehicle.
 - d. COMPACT, to compress refuse in compactor box.
 - e. OPEN - CLOSE, on a self-dump box.
- d. ON board air compressor fan for air bags under Air Ride Cab.
- e. Ignition switch
- f. Hand throttle
- g. Low hydraulic oil buzzer
- h. Green neutral light

- i. Fail safe brake valve with manual activator
- j. Foot treadle, hydrostatic directional and service brake.
- k. Light switches, Head lights, work, Strobe lights and 12 Volt power outlet.
- l. Windshield & other windows: Safety glass and tinted.
- m. windshield wiper: electric two speed.
- n. Air cushioned seat with weight adjustment for Operator, includes seat belt.
- o. Five position tilt steering wheel.
- p. Air conditioner, heater, defroster and cab fan.
- q. Mud flaps on front wheels.
- r. Raptor coating on cab inside, cab floor, under cab and fenders.
- s. Automotive sealer on cab roof and bolts.
- t. Cab step.
- u. EPA spill kit in cab.

3 LOADING ARM CAPACITY

- a. Standard lift arm will grip and lift 26 to 90+ gallon containers weighing up to 500lbs, 5second cycle time (approx.) added steel thickness for less flex. Smaller containers require shorter, smaller grip arms. Please specify your containers being used. Confirm container size at plans meeting.

4 ENGINE

- a. 74 hp. Deutz Tier IV Final (4 cylinder)3.6 liter
- b. Emission Certifications: CARB; EEC; EPA
- c. Fuel tank: 32 gallons approx.
- d. Fuel: Must be compatible with Hydrogenation Derived Renewable Diesel (HDRD)
- e. Coolant: 4.5 gal. approx. (shipped ½ permanent antifreeze, ½ water) with overflow reservoir.
- f. 95-amp (minimum) Delco, or equal, alternator.

5 TRANSMISSION / DUAL HYDRAULIC PUMPS

- a. Saur Danfoss tandem hydrostatic, Hayes gear pump drive, variable displacement pumps & fixed displacement Charlynn/Eaton Hydraulic motors.
- b. Hydraulic oil: Mobile DTE25: Capacity, 20 gal. approx.
- c. Hydraulic filter system, 5 microns absolute rating on charge pump filter and 10 microns absolute rating on return filter.

6 DIFFERENTIAL/AXLE

- a. Dana Corporation. Front and rear, 70 series axle. (Front is Limited Slip for extra traction.)

7 HYDRAULICS

- a. Hoses are protected by using hose with super-tough abrasion resistant.
- b. Hydraulic cylinders with heavy duty seals.
- c. There shall be plywood between reservoir and cab to dissipate heat.

8 ARTICULATED JOINT

- a. Improved articulation joint and sealed spherical bearings. Joint is up to 60% stronger with bearing radial load increased 50% over earlier models.

9 HEAVY DUTY WHEEL & TIRE

- a. Wheels, 8 holes on 6.5 B.C. (5/8" 90-degree nut).
- b. Rod reinforced. Tires, 36 x 13.50-15 NHS, Titan high flotation, all terrain.
- c. Mudflaps on front wheels

10 BRAKE

- a. Ausco parking and emergency brakes are a hydraulic release fail safe with manual activator in cab (4 wheel). Hand auxiliary emergency brake.

11 DUAL BACK-UP ALARM

- a. ECCO #940 or equal, Automatic, 12 volt, auto adjust 77-97 dB - solid state electronics with automatic volume adjustment. Units shall safely withstand vibration, moisture, steam cleaning and pressure washing. One alarm shall be mounted at the rear of the chassis and be wired to engage when the transmission is placed in reverse, the second alarm shall be mounted at the front of the chassis and controlled by a dash mounted and labeled switch. Alarms shall be mounted to ensure automatic volume operation.

12 PAINT

- a. Vehicle paint - 2 part industrial yellow polyurethane.
- b. Compactor box paint-2 part white polyurethane.

13 LIGHTS/CAMERAS

- a. 2 high-low beam LED headlights, LED work lights (front and cab rear),
- b. 2 LED taillights,
- c. 4 turn signals,
- d. 4 flashers,
- e. 1 lift arm light,
- f. 1 box and compactor light,
- g. 1 strobe light,
- h. 1 dome light,
- i. 1 LED backup light,
- j. lighted instrument gauges.
- k. 4 way cameras (back, sides, and compactor box).
- l. Back up camera, to come on automatically when Transmission is placed in reverse. It shall also be capable of manual operation by the Driver. Backup cameras must be mounted at an angle that provides visibility to the driver behind the rear bumper. Placement of switch to manually operate camera shall be discussed at the plans meeting.

14 COMPACTION

- a. second cycle time (approx.) 4-to-1 density.

15 STEERING

- a. Articulation pivot, full load sensitive Char-lynn hydraulics. Tilt steering wheel (5 positions).
- b. Tilt Steering Wheels (5 Positions).
- c. Optional box: 9.5 box
front:2150 Lbs.
Self-Dumping:2450 lbs. Capacity: 9.5 cu. Yds.
(38 cu. Yds. Compacted) Overall length: 124in. Width:81 in.

(87 in. pin width) Height: 67 in.

- d. Shovel holders

16 WARRANTY

- a. One (1) years, 100% Parts & Labor

17 SERVICE LITERATURE

- a. Supply one (1) service, parts and operations manual with each unit ordered

18 TRAINING

- a. Vendor shall provide a minimum of eight (8) hours of training for each unit ordered.

19 DELIVERY SCHEDULE

- a. Plans meeting shall be held at Parks & Recreation within 30 days of the award. Vendors must supply drawings of all components and their placement on the vehicle, product literature, and build schedule
- b. Pilot inspection 300 days after issued purchase order. The inspection is to be conducted at the dealer or prime contractors authorized location.
- c. Completed delivery of first completed unit 330 days after issued Purchase Order
- d. When multiple units are ordered - Two completed units every month thereafter.

(ALL WEIGHTS AND MEASUREMENTS ARE APPROXIMATE AND SUBJECT TO CHANGE)

REFER TO STANDARDS REQUIREMENTS OF SPECIFICATION

END OF SPECIFICATION

REQUIREMENT CONTRACT STANDARD REQUIREMENTS OF SPECIFICATION FORWARD

Revised - 04/2026

- 1) It shall be the responsibility of the vendor to inform the City of any errors or omissions in these specifications, for under this contract the vendor shall be held fully responsible for the design, performance, reliability and satisfactory operational function of the vehicle. Vehicles supplied under this contract must comply with all New York State and New York City motor vehicle noise and air pollution laws in effect at the time of delivery. All bidders shall submit the following with their bid: detailed data / Specifications detailing materials used, all dimensions, thickness, and any other pertinent information necessary to make a good comparative evaluation.
- 2) **At the time of bid submission, the bidder shall have a minimum of two (2) years' experience in manufacturing vehicles similar to that required by this specification.** It is not the intent of this specification to cover all details of design and construction. Nothing stated, implied or omitted from these specifications shall relieve the supplier from providing a finished product of high engineering design and workmanship, fully equipped and capable of performing its intended function.
- 3) It shall be the responsibility of the successful bidder to mount the unit, wire and install all accessories, paint, finish, and test the completed unit in accordance with the requirements of this specification. The terms "vendor", "prime vendor", and "contractor" shall all refer to the firm awarded this contract.
- 4) **Units shall be delivered "ready for service".**
- 5) Measurements and dimensions listed in this specification shall be defined as + / - 2%, as designated by the term "approximate," "approximately," or "approx" and solely at the discretion and approval of NYC PARKS.
- 6) Pop-rivets, self-tapping screws or sheet metal screws **shall not** be used in any application throughout this vehicle without the prior approval of NYC PARKS. Attaching devices shall be approved by NYC PARKS.
- 7) All vendor-installed wiring, accessories, equipment and options are subject to NYC PARKS approval with regard to equipment selection, placement/location and final installation. NYC PARKS shall determine which accessories and installations may require a relay to carry the electrical load.
- 8) Any OEM equipment removed shall be provided to NYC PARKS upon delivery, unless otherwise directed.
- 9) All indicator lamps throughout the vehicle shall illuminate only when the device(s) they control is/are operational or ready to operate. Further details shall be discussed at the Preconstruction Conference.
- 10) All relays, switches and controls shall be properly and permanently labeled to show their function. No breaker or relay shall be mounted upside down.

- 11) If a component, option or feature specified in this specification is not available from the manufacturer, appropriate written documentation shall be provided by the prime vendor to NYC PARKS stating that the specified component or system is not available through that manufacturer. NYC PARKS shall approve any proposed substitutes to these components or systems.
- 12) On any item specified with a direct part number and/or name, the bidder may request to provide an "or equal". This request must be provided with documentation showing the replacement item meets or exceeds the specifications of the original item. NYC PARKS will then compare the product and have final approval.
- 13) Where stainless steel construction is noted throughout the specification, 304 series stainless steel shall be used on all unpainted and exposed surfaces.
- 14) "StreetSide", "Driver's Side" as mentioned in this specification shall refer to the left hand side of the Vehicle, and "Curbside" or "Passenger Side" shall refer to the right hand side of the Vehicle.
- 15) NYC PARKS shall direct any areas of the Vehicle that require padding to prevent personnel injury and/or equipment damage.
- 16) Installation of all components shall be in complete compliance with all applicable laws and regulations pertaining to a vehicle of this type. The vendor shall supply written documentation of compliance upon NYC PARKS' request.
- 17) The Vehicle described in this specification must meet all Federal OSHA requirements - or at least those relevant sections of these regulations that may pertain to it. In addition, it shall comply with all laws, regulations and ordinances for vehicles of this type.
- 18) All efforts shall be made to save vehicle weight. Further details shall be discussed at the Preconstruction Conference. NYC PARKS shall direct and approve the material type used in a given area.
- 19) Prevention of water intrusion is a critical concern for NYC PARKS. As deemed necessary, and as applicable to the vehicle being offered, vents shall be extended on components including, but not be limited to the cab tilt reservoirs, transmission, axles, hydraulic reservoirs and fuel tank.
- 20) Due to the various chassis/body configurations and manufacturing processes available, further discussion may be necessary with regard to compartment and component layout. There shall be further discussion at the Preconstruction Conference as to any possible design changes. Due to the vast scope required in vehicle design, in-process changes may be required. This shall be discussed at subsequent inspection conferences. NYC PARKS shall have the final determination on these matters.
- 21) All welding procedures shall be consistent throughout the entire build process.
- 22) As deemed necessary, expanded metal covers shall be provided for equipment protection from damage and the elements. Further details of cover requirements shall be discussed at the Preconstruction Conference.
- 23) Upon delivery, the vehicle shall have a valid, updated New York State Department of Motor Vehicles Inspection Certificate affixed to it. (if applicable)
- 24) All hardware shall be grade eight (8) minimum, with self-locking nuts or caged nuts in critical areas.

The use of other grades may be acceptable with the approval of NYC PARKS. A means of visually confirming fastener fixedness shall be employed on all fasteners. In addition, if deemed necessary by NYC PARKS, anti-vibration hardware shall be used in other critical areas. Loctite™, or equal thread locker and Bostik “Never Seez”™, or equal shall be used where directed by NYC PARKS. Further details regarding hardware shall be discussed at the Preconstruction Conference.

- 25) Unit supplied shall be manufacturers standard and shall be equipped with the manufacturers equipment and accessories which are included as standard in published and advertised literature for the unit. No such item of equipment or accessories shall be removed, altered or omitted for the reason it was not specified in the bid specification. Standard product items may be removed, altered or omitted only where it is necessary to install other items in order to comply with these specifications.
- 26) Where a vendor supplies an **“or equal”** unit in place of the brand specified, vendor will supply manufacturers data sheet of “or equal” unit to D.C.A.S. with bid package. Vendor shall also supply said literature to the City of New York Parks & Recreation Vehicle Acquisition Unit at that time.
- 27) Where manufacturers’ standards do not meet the requirements of the specification, manufacturers’ options may be substituted providing they conform to the requirements of the specification. Additional equipment specified by the manufacturer as required to accompany these options shall be considered as specified and must be furnished.
- 28) When a component or option required by the specification or original equipment manufacturer is only available as part of an “option package” it must still be supplied.
- 29) The vendor must supply the following information within thirty (30) days. If the vendor fails to supply the required material upon request, the vendor may be found non responsive.
 - a) Descriptive literature and specifications for chassis, engine, transmission, body and auxiliary equipment.
 - b) Detailed multi-view drawings, engineering drawings and/or pictures of complete unit that vendor is bidding.
 - c) Weight distribution.
- 30) Two (2) copies of factory line set must be supplied prior to or at the time of delivery.
- 31) All chassis manufacturers’ guidelines and recommendations must be adhered to.
- 32) All controls, switches, warning lights, buttons, levers, etc. shall be identified as to function with **permanently mounted** labels, placards, Mylar, or etched or engraved aluminum or plastic. Foam tape or typed labels are not acceptable.
- 33) Flame cutting of chassis frame is not permitted. Welding to the chassis frame is permitted if done in accordance with the OEM body builders book recommended practices and procedures.
- 34) Fish plating of frame is unacceptable.
- 35) All projecting or sharp edges shall be properly rounded or ground off to prevent possible injury to operating or maintenance personnel.

- 36) All accessories, warranty forms, warranty delay start forms, books, manuals, spare tires and spare parts must be delivered **with** the vehicle on single vehicle orders or **with** the first vehicle on multiple vehicle orders. Purchase order number **must** be on each box and a detailed packing list enclosed.
- 37) Vehicles presented for delivery that do not comply with the above will be considered incomplete.
- 38) Partial shipment may cause refusal of delivery of vehicle and accessories.
- 39) The production, workmanship and mechanical assembly shall be in accordance with first class American Engineering Standards. All sub-units must be jigged and interchangeable. Joining technique must be of the highest standard and suitable for severe service.
- 40) All components shall be installed and assembled with full consideration of accessibility for field maintenance and service. All bolted connections shall be thoroughly torqued in accordance with S.A.E. Standards and properly locked.
- 41) All parts must conform in strength, quality of material and workmanship to the highest standards and engineering practices of their respective trades for severe service.
- 42) All welds must be first class in quality and finish, and must be suitable for severe service. All welding must be in accordance with American Welding Society Standards. All welding must be performed in accordance with AWS Standard D1.1 by certified welders.
- 43) **OEM** is defined as RPO, DSO or SEO options, factory installed.
- 44) **Items** required by specification but not OEM may be installed by vendor using genuine chassis manufacturer factory parts if available. If factory parts are not available, aftermarket parts that meet the specification shall be used.
- 45) Interpretation – prospective bidders must examine the specification carefully and before bidding must request to the Agency Chief Contracting Officer or their duly authorized representative in writing for an interpretation or correction of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent bidder.
- 46) Only the written interpretation or correction given by the Agency Chief Contracting Officer or their duly authorized representative is binding. Bidders are warned that no other officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret the specification.
- 47) The documents, samples and any other elements comprising this specification are intended mutually to explain and complement one another. Any factual conflicts between or among the separate elements, any errors or omissions or any doubt as to the requirements of this specification shall be resolved or corrected in writing by the Agency Chief Contracting Officer or their duly authorized representative. The seller shall have no power unilaterally to make any such resolutions or

corrections. Such resolutions or corrections by the Agency Chief Contracting Officer or their duly authorized representative shall be final and conclusive upon the seller.

- 48) If the seller fails to bring any conflict, error or omission to the attention of the Agency Chief Contracting Officer or their duly authorized representative prior to the submission of its bid, the seller shall be deemed to have contracted to produce the goods and perform the work in the most expensive manner using only the best material and workmanship.

STANDARD REQUIREMENTS OF
SPECIFICATION BOOKS AND
MANUALS

- 1) All respective parts and service manuals shall be supplied by the O.E.M. and prime vendor.
- 2) Parts manuals shall cover all components of unit supplied.
 - a) One (1) O.E.M. parts price list shall be supplied under this contract.
 - b) Service manuals (hydraulic system, electrical diagrams, schematics etc), Operators manual, Parts manual and price list shall be supplied in Flash Drives covering unit supplied.
- 3) The manufacturers' line setting ticket must be supplied with each unit delivered.
- 4) Service manuals shall detail all aspects of unit operation, maintenance, repair, component overhaul, component repair, electrical diagrams, diagnosis of all systems, fuel system analysis and repair and emission system diagnosis and repair.
- 5) Hydraulic system manuals must detail complete diagnosis performance testing, repair and unit operation and pump and cylinder overhaul.
- 6) Where a service manual refers to another manual to aid in aforementioned procedures, these manuals must also be supplied.

STANDARD REQUIREMENTS OF
SPECIFICATION
WARRANTY

- 1) All warranties must be O.E.M. for a period of not less than one (1) year. Extended warranties for specified items may be required.
refer to specification
- 2) The completed unit, including the cab, chassis, body and all attachments, shall be warranted ("Bumper to bumper") to be free from defects and related failures for a minimum of one (1) year. This warranty period shall be initiated on the date on which the unit is placed into service. During this period, the entire unit shall maintain complete structural and functional integrity. The

warranty shall be based on the operation of the unit under the most severe duty schedule.

- 3) The prime contractor shall be held responsible for all warranty on defects.
- 4) The warranty shall cover all parts, labor and transportation (including towing and tolls), 100% without charges, except for normal wear items (refer to definition of “normal wear items”).
- 5) If any warranty period from the OEM or the component manufacturer is longer than that listed in this specification, then longer warranty time period shall apply.
- 6) The prime vendor shall be responsible for the pick up and delivery of all vehicles covered under the warranty (including towing and tolls). The vendor is required to pick up from any Parks location or non-Parks site where the vehicle broke down and deliver to any one of Parks’ five borough repair facilities. At the discretion of Parks & Recreation a centrally located pick up/delivery area may be designated. NYC PARKS reserves the right to transport vehicles whenever practical; however, at no time shall NYC PARKS be obligated to provide transportation, nor shall NYC PARKS incur any unauthorized transportation costs.
- 7) All manufacturer’s warranty, extended warranty documents and warranty delay start forms must be delivered to the City of New York Parks & Recreation Vehicle Acquisition unit prior to or at the time of delivery of single vehicle orders and prior to or with the first vehicle on multi vehicle orders. Failure to comply with this requirement may result in refusal of delivery.
- 8) The equipment or vehicles covered by the warranty are of vital importance to the City in providing essential services to the public. Warranty repairs must be completed within ten (10) working days of notification. A lengthened time frame may be agreed upon solely at the discretion of Parks & Recreation on a case by case basis. Failure to do so will result in the prime contractor being assessed damages as per the following schedule:
 - a. **“Warranty Restoration”** Beginning on day 11, all coverages contained therein the bumper to bumper warranty shall be extended one full day for each day the unit is unavailable for full work service.
 - b. **“Warranty Restoration and Damages”** Beginning on day 31, in addition to the aforementioned “Warranty Restoration”, remuneration at the rate of \$100 per day shall be assessed for each day that the unit is unavailable for full work service.
 - c. **“Lengthy downtime pause before reboot”** For units out of service longer than 10 days, upon return to NYC PARKS from the prime contractor following repairs, the cumulative out-of-service duration shall be paused pending a reacceptance phase during which the unit must complete seven consecutive days of availability without failure of the component, system or subsystem that was previously repaired or replaced.
 - d. If seven consecutive days of availability without incident of related failure is attained, the out-of-service duration is retroactively terminated to the date upon which the unit was returned following repair.
 - e. If seven consecutive days of availability without incident of related failure is not attained, the out-of-service duration resumes immediately upon notification of the prime contractor that failure has reoccurred and repair is again necessary.
 - f. These terms shall apply until the date upon which the unit has been returned to the possession NYC PARKS in a ready-for-duty condition. NYC PARKS reserves the ultimate determination as to whether repairs have been completed in a sufficient fashion.
- 9) In order to assure that such warranty work is at all times during the period of warranty

completed within the required time period and at no charge to the City, the vendor agrees to provide adequate space, equipment, parts and trained personnel. The facilities needed to perform the work must be **within a 75 mile radius of New York City.**

- 10) In the event of failure on the part of the vendor to repair, replace or put in first class condition any vehicle or component covered by this warranty within the required time frame, Parks & Recreation may have the work done by others and offset the cost against any money due or that may become due to the vendor. In the event that there is no money due, the vendor agrees to pay the City such cost.
- 11) Warranty coverage of vehicles, equipment and their component parts shall begin when the unit is **put into service** by this Agency, not on its delivery date by the vendor.
- 12) Should repair or replacement become necessary to any unit or component, a new guarantee period of one (1) year or longer as noted previously shall become effective for those items repaired or replaced, dating from the time of delivery and acceptance of said item.
- 13) The vendor guarantees that all equipment and components are of first quality throughout, and comply in all respects to the standards set forth in the bid specifications. The vendor further guarantees all equipment and parts against any defects of workmanship, engineering, construction or materials and guarantees to repair or replace expeditiously, any article that has become inoperative/defective that has not been satisfactorily proven to have been caused by negligence on the part of the user. The minimum time period of this guarantee must be three (3) year. A longer time period may be required on individual components as noted in the specification. If a longer period of time is standard on any component, that time shall apply.
- 14) A hold back of 2% of each purchase order amount may be retained to ensure compliance with the warranty/guarantee provisions. The vendor shall be reimbursed the full amount at the end of one (1) year from the date of retention if warranty service is satisfactory.

STANDARD REQUIREMENTS OF SPECIFICATION **ENGINEERING RESPONSIBILITY**

- 1) The responsibility for the vehicle design and its performance reliability shall rest on the vendor.
- 2) The term “repeated failures” as used herein is defined to mean that the same vehicle component, assembly or subassembly develops repeated defects, malfunctions and/or breakdowns rendering the vehicle inoperative or requiring repeated shop corrections, service and/or replacements in 10% or more of the contract quantity in one (1) year of actual operation.
- 3) Where a vehicle develops “repeated failure” in service, the vendor will be required to make any necessary engineering changes, repairs, alterations or modifications to guarantee reliability of performance.
- 4) Minor items, ordinary service adjustments, operational damage due to accidents, misuse, lack of proper maintenance or failure to follow manufacturer’s reasonable service and

lubrication recommendations are not included or considered under the scope of “repeated failures”.

- 5) Records will be maintained and made available for the vendor’s periodic examination as to “repeated failures” and source of difficulty.
- 6) For a fair and equitable treatment of “repeated failures”, the vendor when notified of service difficulties will be permitted to make detailed studies, analyze operational conditions and recommend corrections to be made in order to obtain the desired reliability and performance of the vehicle. These studies must be performed promptly and without unnecessary delays. They must not unnecessarily impede the return to service of the vehicle used in these studies.
- 7) If the vendor fails to make proper changes or corrections, or does not render field service after due written notice, or delays required changes, alterations or replacements, the City will have such work done and charge all costs involved against any or all monies withheld under the contract guarantee.
- 8) These same reliability provisions apply to parts supplied by the vendor for spare and/or replacement purposes.
- 9) The vendor must establish a system for reporting to the Agency all repair work performed by him or his authorized agent on all vehicles covered under the terms of the warranty.
- 10) The Agency shall receive copies of all work orders of work performed under the warranty by the vendor or his authorized agents.
- 11) The vendor is required to update service and parts manuals with any modifications resulting from these corrective actions and/or studies.

STANDARD REQUIREMENTS OF SPECIFICATION
PROPOSED DELIVERY SCHEDULES

General plans and Data----- 30 Days*

Pilot unit: as per delivery schedule attached to vehicle specification

A minimum of two completed units delivered each month after first unit is delivered, until completion of purchase order.