City of Rochester
Department of Finance
City Hall Room 105A, 30 Church Street
Rochester, New York 14614-1281
www.cityofrochester.gov

ELEVATOR MAINTENANCE

Invitation to Bid No. 119580 Issued: February 21, 2012

PURCHASING BUREAU CONTACT: Gary J. Tomaselli, Purchaser, 585-428-7224

BID OPENING: Wednesday, MARCH 07, 2012 at 11:00 a.m.

Sealed bids are to be returned to the Office of the Purchasing Agent, City Hall Room 105A, Rochester, NY 14614, prior to bid opening, at which time and place all bids will be opened, read and recorded.

PRE-BID: Wednesday, February 29, 2012, at 2:00 p.m., City Hall, Rm. 008-A

The bidder's attention is directed to the General Conditions and Instructions to Bidders which appear immediately following this title page and are incorporated into the bidding document and contract by reference.

CONTRACT CHARACTERISTICS
(For definitions or explanations, see General Conditions)

Type of Contract: TERM CONTRACT, ONE YEAR, WITH OPTION TO EXTEND

Bid Deposit Requirement: NO

Performance Security Requirement: YES - SEE SECTION 7

Insurance Requirement: YES - SEE SECTION 8

Samples Requirement: NONE

Descriptive Literature/Technical Data Requirement: UPON REQUEST

BIDDERS: Please note that prices, company identification and authorized signature are to be entered on the Proposal which appears at the end of the specifications.

ELEVATOR MAINTENANCE

1. SCOPE

1.1 The Contractor shall furnish maintenance, emergency service and repairs at all City locations specified in the Proposal.

1.2 The City reserves the right to advertise for bids and contract for Elevator Maintenance for any elevators not specifically listed herein, if negotiated prices are unacceptable or if, in the sole opinion of the City, better prices can be obtained by a separate contract.

2. ADDITIONAL ELEVATOR SITES

During the term of this contract it is possible the successful vendor may be required to add additional elevators to routine service schedules. The City of Rochester reserves the right to determine the need for adding service to the sites awarded to the vendor by group. The actual maintenance will commence upon written notification from the Purchasing Agent. A decision will be made in the best interest of the City.

3. CONTRACT TERM

3.1 The contract resulting from the bid invitation shall commence upon the date of award for a one year period. The City may extend the contract for up to three (3) additional one (1) year periods provided such extension is mutually agreeable to the City and the contractor.

3.2 Either party may terminate this contract at the end of the first year or any subsequent period of extension by giving the other party forty-five (45) days prior written notice.

3.3 The Contract may also be terminated upon written notice as described in various paragraphs below.

4. ADDITIONAL CONTRACT DOCUMENTS

4.1 The City of Rochester Department of Environmental Services “Standard Construction Contract Documents” dated November 1, 1991, shall apply except where modified by the specific wording in this bidding document.

4.2 The “Standard Construction Contract Documents” are now issued separately in a bound volume, to be used with the project. Bidders may purchase a bound volume of these “ Standards” from the City of Rochester Purchasing Agent for $25.00.

4.3 No drawings were prepared specifically for this project. The owner will make available to Bidders drawings believed to indicate existing systems as listed on the Proposal schedule. The owner does not warrant the completeness nor accuracy of such drawings and encourages Bidders to visit each site. Drawings may not be removed form the Architectural Services office. For an appointment to view drawings call Norman Jones at 585-428-6535.

5. QUALIFICATIONS

5.1 By signing this contract the vendor affirms that their company is licensed by the City of Rochester in conformance with Chapter 50 of the City Code.

5.2 All elevator mechanics or repair personnel assigned to maintain or repair elevators, escalators or conveyances at all City facilities must either be a mechanic certified in accordance with the National Elevator Industry Educational Program (NEIEP), or have a minimum of five years of experience as an elevator mechanic.

5.3 All elevator mechanics assigned to maintain or repair City-owned elevators, escalators and conveyances must be licensed pursuant to Chapter 50 of the City Code.

6. CONTRACTOR'S FORMS

6.1 Copies of any forms which the Contractor will require the City to complete as a condition of doing business under this contract must be submitted with the bid.

6.2 Rejection by the City of the form or any terms contained therein shall be grounds for rejection of the bid.

7. BONDS

7.1 PERFORMANCE AND OTHER BONDS

7.2.1 The contractor must furnish two executed surety company bonds, each in an amount equal to fifty percent (50%) of the bid price for each group.

A. A Performance Bond shall be furnished as security for the faithful performance by the contractor of all terms and conditions of the contract documents.

B. A Labor and Material Payment Bond shall be furnished as security for the claims of laborers and material suppliers.

C. Both bonds shall be made out to the City of Rochester, prepared on an approved form, and submitted by the contractor to the Purchasing Agent within ten (10) days of notification that contractor's bid is accepted. The surety thereon must be a surety company or companies authorized and licensed to transact business in the State of New York. The surety furnishing the Performance Bond and the Labor and Material Payment Bond must waive notice of any change in the contract price or contract time. Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

7.2.2 Alternate Security

A. At its option, the City shall have the right to accept cash, a certified check, or a letter of credit in satisfaction of the foregoing requirements.

B. In the event the contractor submits cash or a cash instrument as alternate security, the City will accept 50% of each group as satisfying both Performance and Payment security requirements.

C. Any security accepted in lieu of a payment bond shall be retained until the City is no longer liable for mechanics' liens against the work of the contract.

8. INSURANCE

8.1 The contractor shall procure and maintain at his/her own expense until final acceptance of the work covered by the contract documents, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided from insurance companies authorized to do such business in the State of New York covering all operations under the contract documents whether performed by him or his subcontractors.

8.2 Within ten days of request, the contractor shall furnish to the City Purchasing Agent a certificate or certificates of insurance in form satisfactory to the City Purchasing Agent showing that he/she has complied with this Section, which certificate or certificates shall provide that the policies shall not be materially changed or cancelled until ten days' written notice has been given to the City Purchasing Agent.

8.3 In each policy of insurance except insurance for Workers' Compensation and Disability Insurance, the City shall be named as an additional insured for liability arising under this agreement. Except for Workers' Compensation and Disability Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the project. The City will accept an Owners and Contractors Protective Liability Declarations Certificate as an alternate for the named as additional insured.

8.4 The kinds and amounts of insurance are as follows:

8.4.1 WORKERS' COMPENSATION AND DISABILITY INSURANCE

The agreement shall be void and of no effect unless the person or corporation making or executing same shall secure Compensation and Disability coverage, covering all operations under the contract--whether performed by him or his subcontractors--for the benefit of, and keep insured during the life of said agreement, employees in compliance with the provisions of the Workers' Compensation Law.

A. Workers' Compensation Insurance

A policy covering the operations of the contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law.

B. Disability Insurance

A policy covering the operations of the contractor in accordance with the provisions of Article 9 of the Workers' Compensation Law, known as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments thereto.

8.4.2 PROPERTY AND CASUALTY INSURANCE

A. CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY INSURANCE issued to the contractor and covering the liability for damages imposed by law upon the contractor with respect to all work performed by him under the within agreement. The Contractor's Comprehensive General Liability Insurance shall include: Independent contractor's insurance, premises operation insurance, completed operations insurance and broad form property damage insurance. The x., c., u. exclusion shall be eliminated from the Contractor's Comprehensive General Liability Insurance. The comprehensive general liability policy shall furnish limits of not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
Combined Single Limit
$1,000,000

for all damages arising during the policy period.

B. MOTOR VEHICLE INSURANCE issued to the contractor and covering public liability and property damage on the contractor's vehicles in the amount of:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
Combined Single Limit
$1,000,000

9. HOURS OF WORK

9.1 All maintenance work shall be performed during normal working hours which shall be from 8:00 a.m. through 4:30 p.m., Monday through Friday, with the exception of the following legal holidays:

9.1.1 New Year's Day

9.1.2 Memorial Day

9.1.3 Independence Day

9.1.4 Labor Day

9.1.5 Thanksgiving Day

9.1.6 Christmas Day

9.2 Emergency calls may occur during other than normal working hours; i.e., overtime. Overtime rates shall be defined as follows:

9.2.1 Double the hourly rate after eight (8) hours per day and on Saturdays, Sundays and holidays with benefits paid at regular time.

10. RESPONSE TIME

10.1 In the case of passenger elevators, the Contractor must respond to any call (stuck car, etc.) within thirty (30) minutes of notification from the City, and must respond to an emergency call (occupants trapped) within fifteen (15) minutes or less from notification by the City.

10.2 Response time for freight elevators, dumbwaiters and escalators shall be within twenty-four hours of notification form the City unless it is determined by the City that an emergency exists in which case the response time shall be fifteen (15) minutes.

10.3 Any bidder must prove to the City the bidder's ability to meet the response time requirements set forth in Section 9.1 and 9.2. Such proof shall include references, location and number of technicians who will respond to emergency calls, and proven track record. The City reserves the right, at its sole discretion, to reject a bidder who cannot demonstrate to the City's full satisfaction the ability to meet the response time requirements.

11. EXTENT OF COVERAGE

11.1 ELEVATORS - GEARLESS, GEARED

11.1.1 Full maintenance shall include the following:

A. All gearless equipment shall be serviced weekly; all geared equipment shall be serviced semi-monthly;

B. Examine, adjust, lubricate as required, and if conditions warrant, repair or replace machine, motor, generator and controller parts including worms, gears, thrusts, bearings, brake magnet coils or brake motors, brake shoes, brushes, windings, commutators, rotating elements, contacts, coils, resistance for operating and motor circuits, magnet frames and other mechanical parts, using original manufacturer's parts or equal for this purpose;

C. Renew guide shoe gibs or guide rollers when necessary to insure smooth and quiet operation and, except where roller guides are used, to keep and guide rails properly lubricated;

D. Renew all wire ropes as often as necessary to maintain an adequate factor of safety; to equalize the tension on all hoisting ropes, and repair or replace conductor cables;

E. Examine all safety devices and governor;

F. Examine, lubricate, adjust, and if conditions warrant, repair or replace all necessary equipment furnished and installed by the Contractor with exceptions of:

1. Car enclosure (including removable panels, door panels, car gates, plenum chambers, hung ceilings, light tubes and bulbs, handrails, mirrors and car flooring, including deck covering, wood, tile and carpets, etc.) hoistway enclosure; hoistway gates, doors, frames, and sills, hydraulic cylinders and buried piping.

11.1.2 The Contractor shall not make safety tests or install new attachments on the elevators whether or not recommended directly by insurance companies, nor to make any replacements with parts of a different design.

11.2 ELEVATORS - HYDRAULIC

11.2.1 Full maintenance shall include the following:

A. Service shall be performed monthly;

B. Examine, adjust, lubricate as required, and if conditions warrant, repair or replace hydraulic pump unit, elevator motor, controller parts, leveling unit, all automatic and manual valves, bearings, rotating elements, packing glands, lifting piston, contacts, resistance for motor operator, circuits, using original manufacturers parts or equal for this purpose;

C. Maintain proper quantity and quality of hydraulic oil;

D. Repair or renew conductor cables when necessary;

E. Renew guide shoe gibs or rollers as necessary to insure smooth and quiet operation;

F. Lubricate all guide rails properly except when roller guides are used;

G. Maintain all necessary equipment with the exception of:

1. The Contractor shall not make safety tests or install new attachments on the elevators, whether or not recommended by insurance companies, nor make any replacements with parts of a different design.

11.3 PREVENTIVE MAINTENANCE - ESCALATORS

11.3.1 Full maintenance shall include semi-monthly service as follows:

A. Examine, adjust, lubricate as required and if conditions warrant, repair or replace:

1. Machine, worm, gear, external gearing, drive chain, thrust bearing, main bearings, brake pulley, brake coil linings and component parts;

2. Motor, motor windings, rotating elements and bearings;

3. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifiers;

4. Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

12. SAFETY TESTS

12.1 The Contractor must perform testing requirements as set forth in Chapter 50 of the City Code.

12.1.1 A no-load full speed safety test shall be performed yearly as required by City of Rochester Code.

12.1.2 A full-load full speed safety test shall be performed every five (5) years as required by City of Rochester Code.

12.1.3 Hydraulic pressure relief test shall be performed yearly as required by City of Rochester Code.

A. All equipment must be tagged and stamped on governor or controller indicating that the test has been performed. The City must be notified prior to this requirement.

12.2 The testing requirements are to be included in the price the bidder submits on the Proposal for full maintenance, parts, oil and grease or oil and grease services, as required by the Code.

13. CHECKLIST

13.1 The Contractor shall prepare and inspection and preventive maintenance procedure and checklist for each type of unit covered in this contract and submit it to the Director of Municipal Facilities for approval. The Checklist shall include:

13.1.1 A list of items to be examined, adjusted lubricated, replaced, or otherwise serviced in the course of routine inspection and maintenance;

13.1.2 The scheduled frequency for each item (weekly, monthly, annually, as needed, etc.);

13.1.3 A space in which the service person shall note which items were accomplished;

13.1.4 A date on which the inspection and preventive maintenance service was rendered;

13.1.5 Certification that the unit is in proper operating condition except for items specifically noted;

13.1.6 A list of items which are not in proper operating condition and planned corrective action, and;

13.1.7 A space for the Building Supervisor to sign, indicating that the service person has made the service call.

5. Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

B. Keep the escalator properly lubricated at all times.

C. Regularly examine all safety devices and governors.

D. Examine, lubricate, adjust and if conditions warrant, repair or replace all necessary equipment furnished and installed by the Contractor with exceptions of balustrades and escalator lighting, well way enclosures and escalators.

11.3.2 The Contractor shall not make safety tests or install new attachments on the elevators, whether or not recommended by insurance companies, nor make any replacements with parts of a different design.

11.4 MONTHLY PARTS, OIL AND GREASE EXAMINATION SERVICE SHALL INCLUDE THE FOLLOWING:

11.4.1 Cleaning and oiling machine, motor and controller;

11.4.2 Lubricating bearings and guides;

11.4.3 Necessary minor adjustments at time of regular examination;

11.4.4 Furnishing controller carbon and copper contacts, motor brushes, limit switch contacts, contact insulators, contact springs, copper braids, lubricants, rope preservations, cotton waste. Special hydraulic lift fluid is not included.

A. All machines shall include the first two hours of every call back to be provided at no charge.

11.5 MONTHLY OIL AND GREASE EXAMINATION SERVICE SHALL INCLUDE THE FOLLOWING:

11.5.1 Cleaning and oiling machine, motor and controller;

11.5.2 Lubricating bearings and guides;

11.5.3 Necessary minor adjustments at time of regular examination.

11.5.4 Furnishing necessary lubricants, rope preservatives and wiping materials;

11.5.5 In the case of oil hydraulic elevators, hydraulic fluid is not included.

13.2 The service person shall complete this checklist for each unit maintained under this contract after each service call, noting each scheduled item accomplished on that call and any items not in proper operating condition. The City's authorized representative must sign the checklist upon completion of the service call.

13.3 Each department will provide the Contractor with the names of individuals authorized to sign the checklist for each unit site.

13.4 If any item is reported not in proper operating condition during a service call, the Contractor shall promptly contact the appropriate department in writing to recommend corrective action.

14. REPAIR WORK

14.1 If the Contractor, during the course of his routine examination, determines that repairs are required which are not covered by contract he may proceed with said repairs up to a $300.00 limit without prior authorization. If repairs are expected to exceed $300.00, the Contractor shall submit a written breakdown of the cost to the appropriate department and the City may elect to authorize the Contractor to proceed with the work under the terms of this Agreement. No repairs over $300.00 may be made without prior authorization of the appropriate department. Repairs made without such authorization will not be considered for payment by the City of Rochester.

14.2 If the City deems that the repair cost is excessive and a satisfactory price cannot be negotiated with the Contractor, the City may re-bid the repairs in dispute.

14.3 Repairs in excess of $10,000 which are required by State Law to be bid will be bid separately and performed by a Contractor chosen by the City as a result of the competitive bidding process.

14.4 The Contractor agrees to maintain the items covered in this Contract which are repaired by another vendor according to Paragraph 12.3 once any repair once any repair warranty has been completed.

15. PRICE

15.1 FULL MAINTENANCE, PARTS, OIL AND GREASE AND OIL AND GREASE

15.1.1 Contractor shall submit a flat rate price for Preventive Maintenance of all specified units in accordance with the requirements of Section 10.

15.1.2 Contractor may bill owner monthly for services with first payment due after completion of one month service. Contractor, may, as an alternate, choose to bill on a six (6) month or annual basis, at the start of each period, for services to be rendered.

15.1.3 Contractor shall state on the Proposal the portion that constitutes labor and the portion that constitutes materials. Request for price adjustments may be made in writing to the Purchasing Agent thirty days prior to expiration of a contract term and, if accepted, take effect during the contract extension. The flat rate price for preventive maintenance may only be adjusted once at the start of each contract term. Price adjustments will be considered as follows:

A. The contract price which constitutes materials may be increased or decreased by the percentage of increase or decrease shown by the Index of "Wholesale Commodity Prices for Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Statistics.

B. The contract price which constitutes labor may be increased to reflect changes in the N.Y. State Wage Rates for straight time hourly labor cost.

1. The phrase "Straight time hourly labor cost" means the sum of the straight time hourly rate paid to the appropriate trade, and the hourly cost of Fringe Benefits paid to the appropriate trade.

2. The words "Fringe Benefits" mean employee benefits granted in lieu of or in addition to hourly rate increases an include, but are not limited to, Pensions, Vacations, Paid Holiday, Group Life, Sickness and Accident and Hospitalization Insurance.

C. If a request for a contract price increase is not approved by Purchasing Agent, the contractor may withdraw from the contract after sixty (60) days written notification to the Purchasing Agent, with no penalty.

15.2 REPAIR WORK

15.2.1 Parts

All repair parts shall be billed at contractor's price list less any applicable discounts. No percentage markup or other charges shall be added. The Contractor will be required to present a copy of the invoice to show proof of cost.

15.2.2 Labor

Contractor shall pay his employees no less than the stipulated Prevailing Wage Rate and Benefits for each category of labor.

15.2.3 Request for price change may be made in writing if there is a change in the Prevailing Wage Rates. The hourly labor costs to City may be increased on a one-to-one basis for direct changes in the wage rate schedule. If the Purchasing Agent denies a request to make a price change, the contractor may withdraw from the contract after sixty (60) days written notification to the Purchasing Agent, with no penalty.

16. NON-DISCRIMINATION

The bidder agrees, as required by the Labor Law of the State of New York and ordinance of the City of Rochester:

16.1 To hire employees without regard to age, race, creed, color, national origin, sex, sexual orientation, disability or marital status;

16.2 That he, his subcontractors, and any person on his behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status;

16.3 That this contract may be cancelled or terminated by the City, and all monies due or to become due hereunder may be forfeited for a second day or any subsequent violation of the terms or conditions of this section of the contract.

17. LABOR STANDARDS REQUIREMENTS

17.1 COMPLIANCE WITH LABOR LAWS

17.1.1 The contractor's attention is directed to the requirements of Sections 220 and 220-a through 220-e of the Labor Law of the State of New York, compliance with the provisions of which shall be deemed a condition to the satisfactory performance of this contract.

17.1.2 The contractor shall cause to be posted and maintained at all times in a conspicuous place at the Site of the Work a clearly legible copy of the Schedule of Wage Rates as prescribed by the State Commissioner of Labor. The contractor shall further certify on any statement to the City for a partial or final payment that the wage rates paid to employees on this project have been in conformity with the wage rates so set forth as determined by the State Commissioner of Labor pursuant to and in conformity with Section 220 of the New York State Labor Law.

17.1.3 The contractor shall keep a copy of his payrolls for this project available at all times for inspection by representatives of the City or other public agency having jurisdiction over the project, and shall produce them for such inspection at the request of said duly authorized representatives. The contractor and subcontractors shall submit weekly certified payroll records to the Project Manager, for transmission to the City's Director of Finance or his designee. The contractor shall be responsible for the submission of copies of certified payrolls of all subcontractors. Payments shall be withheld from the contractor for failure to comply with this requirement.

17.1.4 In all operations related to the Work, all other State or Federal Laws, Local Ordinances and Laws, controlling or limiting in any way the actions of those engaged in the Work, shall be strictly complied with by the contractor and all employees working under his direction. The foregoing shall apply to subcontractors of the contractor.

18. PREVAILING WAGE RATES

18.1 Incorporated in these Contract Documents is the Prevailing Wage Rates Schedule in effect at the time of publication of these Contract Documents. Any Prevailing Wage Rates Redetermination which may arise prior to the bid opening will be distributed by addendum.

18.2 In the event that the prevailing rate of wages or supplements change after the bids have been opened, or after the contract is let, an updated schedule will be issued by the State Department of Labor. Said updated schedule will be transmitted to the contractor by the City. Each workman, laborer or mechanic shall be paid or provided not less than the new update rates.

18.3 The City will not be responsible for any of the contractor's increased labor costs which result from defects in the Wage Rate Schedule provided, or from amendments to the Prevailing Wage Rate Schedule, whether that increase occurs before advertisement, before Bid opening, before award of the contract, after the contract has been let, or during the life of the contract. No change in the contract price shall be allowed to the contractor for any such increases, except as provided for elsewhere in these documents..

18.4 Information about current wage rates may be obtained on an advisory basis by contacting the City's Contract Administrator, Department of Finance, City Hall, Rochester, New York, (585) 428-7398.

19. METHOD OF AWARD

19.1 Award will be made by group to the lowest responsible bidder for maintenance based upon the cost per month for the group. Bidders are not required to bid all groups but must bid all locations and/or equipment in a group in order for the bid to be considered. In addition, bidder must complete Preventative Maintenance-Price Adjustment and Repair Work sections.

19.2 The City reserves the right to reject any bid where the Hourly or Mileage rates for Repair Work are excessive, or where Price Adjustment components seem unbalanced as determined by the City.

20. POLITICAL SUBDIVISIONS

Bidders should note that other political subdivisions with which the City has entered into municipal cooperation agreements, may participate in the contract resulting from this bid award. Use of this contract by any other political subdivision must be coordinated between that subdivision and the contractor. The City will have no responsibility for any such purchases and will have no other role than to notify the other political subdivisions that this contract is available to them for purchases.

21. NON-COLLUSIVE BIDDING CERTIFICATION

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

21.1 The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

21.2 Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other bidder or to any competitor;

21.3 No attempt has been or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

P R O P O S A L

The undersigned bidder hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this invitation to Bid without exception, unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

GROUP 1

CITY HALL, 30 CHURCH STREET

FULL MAINTENANCE

3 Dover passenger elevators

OIL AND GREASE
1 Levelator

$_____ per month x 12 = $_____ per year

DEPARTMENT HAVING JURISDICTION: BUILDING SERVICES

_____ _____
Authorized Signature Typed Name and Title of Authorized Signer

_____
Typed Name of Company

(Continued through Page 38)

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GROUP 2

PUBLIC SAFETY BUILDING, 185 EXCHANGE ST.

FULL MAINTENANCE

4 Tracton Elevators Thyssen Dover

1 Hydraulic Elevator Thyssen Dover

$_____ per month x 12 = $_____ per year

DEPARTMENT HAVING JURISDICTION: BUILDING SERVICES

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 38)

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GROUP 3

CORTLAND STREET TUNNEL

PARTS, OIL AND GREASE

1 Campbell freight elevator

$_____ per month x 12 = $_____ per year

DEPARTMENT HAVING JURISDICTION: BUILDING SERVICES

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 38)

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GROUP 4

RECORDS MANAGEMENT, 414 ANDREWS STREET

OIL AND GREASE

1 Sedgwick dumbwaiter

$_____ per month x 12 = $_____ per year

FULL MAINTENANCE

1 Whirrte Hydraulic Passenger Elevator

$_____ per month x 12 = $_____ per year

DEPARTMENT HAVING JURISDICTION: BUILDING SERVICES

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 38)

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GROUP 5

C.V.M.F. BUILDING #100M 945 MT. READ BLVD.

OIL AND GREASE

1 Langley dumbwaiter

$_____ per month x 12 = $_____ per year

DEPARTMENT HAVING JURISDICTION: BUILDING SERVICES

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 38)

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GROUP 6

HIGH FALLS, 60 BROWN RACE

FULL MAINTENANCE

3 Passenger Elevators

$_____ per month x 12 = $_____ per year

1 Handicapped Elevator Chair Lift

$ per month x 12 = $ Per year

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 38)

ELEVATOR MAINTENANCE

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GROUP 7

HOSE DEPOT, 417 ANDREWS STREET

PARTS, OIL AND GREASE

1 Graves freight elevator

$_____ per month x 12 = $_____ per year

DEPARTMENT HAVING JURISDICTION: FIRE DEPARTMENT

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 38)

ELEVATOR MAINTENANCE

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GROUP 8

ADAMS STREET RECREATION CENTER, 85 ADAMS STREET

FULL MAINTENANCE

1 Dover passenger elevator

$_____ per month x 12 = $_____ per year

DEPARTMENT HAVING JURISDICTION: RECREATION AND YOUTH SERVICES

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 38)

P R O P O S A L

The undersigned bidder hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this invitation to Bid without exception, unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

GROUP 8 (Continued)

CLINTON BADEN RECREATION CENTER, 485 N. Clinton Avenue

FULL MAINTENANCE

1 Dover passenger elevator

$_____ per month x 12 = $_____ per year

DEPARTMENT HAVING JURISDICTION: RECREATION AND YOUTH SERVICES

TOTAL BID PRICE PER YEAR (GROUP 8) $_____

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 38)

P R O P O S A L

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GROUP 9

A. RUNDEL LIBRARY, 115 SOUTH AVENUE

FULL MAINTENANCE

3 Downey-Goodlein passenger elevators

1 A.A.C. passenger elevator

1 Graves passenger elevator

1 Schindler passenger elevator

OIL AND GREASE

1 Sedgwick dumbwaiter

1 Graves freight elevator

$_____ per month x 12 = $_____ per year

B .BAUSCH & LOMB LIBRARY, 114 South Avenue

FULL MAINTENANCE

3 Schindler passenger elevators

1 Matut Ambassador Tote Lift (Smart Waiter)

$_____ per month x 12 = $_____ per year

TOTAL (A & B ABOVE) $

DEPARTMENT HAVING JURISDICTION: LIBRARY

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 38)

ELEVATOR MAINTENANCE

P R O P O S A L

The undersigned bidder hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this invitation to Bid without exception, unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

GROUP 10

CHARLOTTE BRANCH LIBRARY, 3615 LAKE AVENUE

FULL MAINTENANCE

1 Dover passenger elevator
(coverage starting 8/1/98 till) on Dover only.

OIL AND GREASE

1 Energy Elevator dumbwaiter

$_____ per month x 12 = $_____ per year

DEPARTMENT HAVING JURISDICTION: LIBRARY

_____ _____
Authorized Signature Typed Name and Title of Authorized Signer

_____
Typed Name of Company

(Continued through Page 38)

ELEVATOR MAINTENANCE

P R O P O S A L

The undersigned bidder hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this invitation to Bid without exception, unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

GROUP 11

400 DEWEY AVENUE

OIL AND GREASE

1 dumbwaiter, Inclinator Co. of America

$_____ per month x 12 = $_____ per year

DEPARTMENT HAVING JURISDICTION: RECREATION AND YOUTH SERVICES

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 38)

ELEVATOR MAINTENANCE

P R O P O S A L

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GROUP 12

EDGERTON RECREATION CENTER

FULL MAINTENANCE

1 Otis Elevator Hydraulic

$_____ per month x 12 = $_____ per year

DEPARTMENT HAVING JURISDICTION: BUILDING SERVICES

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 38)

PROPOSAL

The undersigned bidder hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this invitation to Bid without exception, unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

GROUP 13

HEMLOCK WATER FILTRATION

FULL MAINTENANCE

1 Otis Hydraulic Elevator

$_____ per month x 12 = $_____ per year

DEPARTMENT HAVING JURISDICTION: BUILDING SERVICES

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 38)

PROPOSAL

The undersigned bidder hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this invitation to Bid without exception, unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

GROUP 14

PORT OF ROCHESTER, 1000 N. RIVER ST.

FULL MAINTENANCE

2 Schindler Escalators

2 Hydraulic Elevator

$_____ per month x 12 = $_____ per year

DEPARTMENT HAVING JURISDICTION: BUILDING SERVICES

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 38)

PROPOSAL

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GROUP 15

MONROE BRANCH LIBRARY, 809 MONROE AVE.

FULL MAINTENANCE

1 National Wheel-O-Vator Evolution Lu/La - Low Rise Elevator

$_____ per month x 12 = $_____ per year

DEPARTMENT HAVING JURISDICTION: LIBRARY

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 38)

PROPOSAL

The undersigned bidder hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this invitation to Bid without exception, unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

GROUP 16

MORTIMER STREET
83 MORTIMER ST

FULL MAINTENANCE

2 ELEVATORS

$_____ per month x 12 = $_____ per year

DEPARTMENT HAVING JURISDICTION: PARKING VIOLATIONS

_____ _____
Authorized Signature Typed Name and Title of Authorized Signer

_____
Typed Name of Company

(Continued through Page 38)

PROPOSAL

The undersigned bidder hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this invitation to Bid without exception, unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

GROUP 17

HIGH FALLS GARAGE
240 STATE STREET

FULL MAINTENANCE

2 ELEVATORS

$_____ per month x 12 = $_____ per year

DEPARTMENT HAVING JURISDICTION: PARKING VIOLATIONS

_____ _____
Authorized Signature Typed Name and Title of Authorized Signer

_____
Typed Name of Company

(Continued through Page 38)

PROPOSAL

The undersigned bidder hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this invitation to Bid without exception, unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

GROUP 18

SISTER'S CITY GARAGE
28 N. FITZHUGH

FULL MAINTENANCE

4 ELEVATORS

$_____ per month x 12 = $_____ per year

DEPARTMENT HAVING JURISDICTION: PARKING VIOLATIONS

_____ _____
Authorized Signature Typed Name and Title of Authorized Signer

_____
Typed Name of Company

(Continued through Page 38)

ELEVATOR MAINTENANCE

PROPOSAL

The undersigned bidder hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this invitation to Bid without exception, unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

GROUP 19

COURT STREET
194 COURT STREET

FULL MAINTENANCE

4 ELEVATORS

$_____ per month x 12 = $_____ per year

DEPARTMENT HAVING JURISDICTION: PARKING VIOLATIONS

_____ _____
Authorized Signature Typed Name and Title of Authorized Signer

_____
Typed Name of Company

(Continued through Page 38)

ELEVATOR MAINTENANCE

PROPOSAL

The undersigned bidder hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this invitation to Bid without exception, unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

GROUP 20

WASHINGTON SQUARE
111 WOODBURY BLVD

FULL MAINTENANCE

3 ELEVATORS

$_____ per month x 12 = $_____ per year

DEPARTMENT HAVING JURISDICTION: PARKING VIOLATIONS

_____ _____
Authorized Signature Typed Name and Title of Authorized Signer

_____
Typed Name of Company

(Continued through Page 38)

PROPOSAL

The undersigned bidder hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this invitation to Bid without exception, unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

REPAIR WORK

Repair work in accordance with the terms and conditions of the contract shall be performed at

the hourly rate of $_____. Additionally, mileage shall be billed at a rate of

$_____ per mile.

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 38)

ELEVATOR MAINTENANCE

The undersigned bidder hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this invitation to Bid without exception, unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

PREVENTATIVE MAINTENANCE - PRICE ADJUSTMENT

_____% of the price shall be adjusted by the percentage of increase or decrease in the "Wholesale Commodity Price Index for Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Statistics. The index used in establishing the initial price was _____ for the month of _____, 19____.

_____% of the price shall be adjusted by the percentage or increase or decrease in the straight time hourly labor cost plus fringe benefits in effect on the adjustment date as compared to the hourly labor cost used in establishing the prior year's price. The hourly labor cost used in establishing the initial price of this contract was $_____.*

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 38)

ELEVATOR MAINTENANCE

P R O P O S A L

PRINT OR TYPE THE FOLLOWING INFORMATION:

_____
Name of Firm or Corporation

_____
Street Address

_____
City State Zip Code

_____ _____
Telephone Fax No.

Date: _____

****

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

_____

Contract No. _____ Contract Term:_____

_____
Purchasing Agent

Date: _____

APPENDIX "A"

WAGE RATES

Prevailing Wage Schedule and List of Employers Ineligible to Bid on or be Awarded any Public Work

Paper copies of the prevailing wage schedule and of the List of Employers Ineligible to Bid on or be Awarded any Public Work will no longer be included with the City of Rochester bid documents. A paper copy of the current documents will be provided to the successful bidder(s) upon award of the contract.

The prevailing wage schedule and the List of Employers Ineligible to Bid on or be Awarded any Public Work for this contract are available on the New York State Department of Labor's website. They can be accessed by visiting the New York State Department of Labor's website at:

http://wpp.labor.state.ny.us/wpp/doFindProject.do?method=showIt

and entering the assigned PRC# at the proper location on the website. The PRC# can be found on the PW-200 form which immediately follows this page.

Contractors and subcontractors must pay laborers, workers, and mechanics employed in the performance of a public work contract not less than the most current prevailing rate of wages and wage supplements (fringe benefits).

The City of Rochester will not be responsible for any of the contractor's increased labor costs which result from deficits in the prevailing wage schedule provided, or from amendments to the prevailing wage schedule, whether that increase occurs before advertisement, before bid opening, before award of the contract, after the contract has been let, or during construction. No change in the contract price shall be allowed to the contractor for any such increases.

Information about current wage rates may be obtained on an advisory basis by contacting the City of Rochester Contract Administration office at (585) 428-7398.

Andrew M. Cuomo, Governor

Colleen C. Gardner, Commissioner

City of Rochester

David Crocker, Contract Administrator
Dept. of Finance
City Hall, Room 106-A
30 Church St.
Rochester NY 14614-1282

Schedule Year	2011 through 2012
Date Requested	02/02/2012
PRC#	2012000933

Location	Various Locations
Project ID#	
Project Type	Elevator Maintenance

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2011 through June 2012. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

City of Rochester

Bureau of Purchasing

Department of Finance

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal invitation to bid, purchase order or other award issued by the City Purchasing Agent, unless otherwise specified. Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error.)

Subject to applicable Federal, State and Local laws, ordinances, rules, regulations and limitations, bids on all advertisements and invitations issued by the Department of Finance, Purchasing Bureau will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation to Bid.

CONDITIONS OF BIDDING

1. **Proposal Forms**: Bids shall be submitted only on the forms provided by the City. The bidder shall retain one copy for his files and submit two (2) copies signed and sealed in the envelope provided by the City for that purpose. When using an envelope other than the one provided by the City, the following required information must be entered in the lower left corner on the face of the envelope: Bid Number, Bid Title, Bid Open Date and Time, and Submitted By. The envelope must be mailed or hand delivered to the Office of the Purchasing Agent, City Hall, Room 105A, 30 Church St., Rochester, NY 14614.

2. **Late Bids**: Formal bids, amendments thereto, or requests for withdrawal of bids received by the City after time specified for bid opening will not be considered.

3. **Withdrawal of Bids**: A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the City prior to the specified time of opening.

4. **Mailing of Bids**: Bids which are to be publicly opened will have attached a special mailing envelope which must be used by bidders in presenting such bids. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used. Bids not received in the actual office of the Purchasing Agent at the time established for bid opening will not be considered, even if mailed earlier.

5. **Completeness**: All information required by Invitation to Bid must be supplied to constitute a proper bid.

6. **Bids Binding 45 Days**: Unless otherwise specified, all formal bids submitted shall be binding for forty-five (45) days following bid opening date unless the bidder(s), upon request of the Purchasing Agent, agrees to an extension.

7. **Conditional Bids**: Qualified bids are subject to rejection in whole or in part.

8. **Payment Terms**: Prompt payment discounts allowing less than thirty (30) days for discount to apply shall not be considered as a cost factor in the evaluation of bids. In connection with any

prompt payment discount offered, time will be computed from the date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.

9. **Bids for All or Part**: Unless otherwise specified by the City or by the bidder, the Purchasing Agent reserves the right to make award on all items, or on any of the items according to the best interests of the City. The Purchasing Agent shall further have the right to award separate items or groups to different vendors. Bidder may restrict his bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price of all the articles without quoting a price on each and every separate item may be rejected at the option of the City.

10. **Errors in Bids**: When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes in bids should be initialed.

11. **Questions Re: Specifications**: Except for Public Works, any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids.

    DO NOT MAKE INQUIRES BY PHONE OR IN PERSON.

    No inquiries, if received within five (5) days of the date set for the opening of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be sent by ordinary or certified mail, at the City's option, to all prospective bidders no later than three (3) days before the date set for opening of bids. Oral answers will not be binding on the City.

12. **Response to Invitations**: In the event you cannot submit a bid on our requirements, as set forth in the "Invitation, Bid, and Agreement" attached hereto, please return the Invitation, Bid and Contract form with an explanation as to why you are unable to bid on these requirements. (Because of the large number of firms listed on the City's qualified lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporation who fail to respond after having been invited to bid on a commodity or commodities for three successive bid openings). City reserves the right to delete.

13. **Multiple Bids**: No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF THE BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE CITY PURCHASING AGENT.

14. **Taxes**: The City of Rochester is exempt from State and Local sales and use taxes under Certificate No. AC 946 and is exempt from paying Federal excise taxes.

15. **Catalogs**: Each bidder shall submit in duplicate where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the material or work he proposes to furnish.

16. **Competency of Bidder**: No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or had failed to perform faithfully within the prior three (3) years of any contract with the City. The bidder must present within 48 hours of a request evidence satisfactory to the Purchasing Agent of performance ability

and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

BID DEPOSIT

17. **Bid Bond, Cash, Certified or Cashier's Check**: When required, each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in the State of New York, or by a cashier's check, certified business check, Treasurer's check or other direct obligation drawn on a responsible bank doing business in the United States, and shall be made payable to the City of Rochester, unless the bidder has on file with the Purchasing Agent an annual bid bond approved by the City with an uncommitted balance equal to the certified check requirements. When computing amount of Bid for Certified Check purposes, do NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of certified checks.

18. **Annual Bid Bonds**: Bidders who regularly do business with the City shall be permitted to file with the Purchasing Bureau an annual bid bond in the amount specified below. Such annual bonds shall be acceptable as surety in lieu of the furnishing of surety with each individual transaction.

    Annual bid bonds shall be in an amount as determined by the bidder, of no less than Three Thousand Five Hundred Dollars ($3,500.00). If at any time, the requirements of a specific bid invitation exceed the amount of the annual bid bond, or should the aggregate amount of the bid security requirements on all unresolved bids submitted by your firm exceed the amount of the annual bid bond, additional surety will be required in the appropriate sum.

19. **Performance Bond**: The successful bidder or bidders on this bid must furnish a performance bond as indicated on the bid cover, made out to the City of Rochester, prepared on an approved form or on a form supplied by an approved surety, as security for the faithful performance of his contract, within ten (10) days of his notification that his bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of New York. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

    The successful bidder or bidders, upon failure or refusal to furnish within ten (10) days after his notification the required performance bond, shall forfeit to the City of Rochester as liquidated damages their bid deposit. At its option, the City shall have the right to accept cash, certified checks, letters of credit or such other security as the City deems appropriate in satisfaction of the foregoing bond requirements.

20. **Samples**: The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted. Bidders who are not awarded a bid must remove their samples as soon as possible after award has been made on the item or items for which the samples had been submitted. The City will not be responsible for such samples if not removed by the bidder within thirty (30) days after the award has been made.

    Bidders shall make all arrangements for delivery of samples to place designated by the City as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder. All samples packages should be marked "Samples for Purchasing Bureau" and each sample should bear the name of the bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid, and in such cases the City will not be liable for the loss of samples.

SPECIFICATIONS

21. **Trade Names**: In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of his proposal exactly what he proposes to furnish, and forwards with his bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by the bid.

The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

22. **Formal Specifications**: The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever herein mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. standards, or similar expressions, the requirements of these laws, ordinances, etc. shall be construed as the minimum requirements of these specifications.

AWARD

23. **Award or Rejection of Bids**: The contract will be awarded to the lowest possible and responsive bidder complying with the provisions of the Invitation, provided the bid price is reasonable and it is to the interest of the City to accept it. The Purchasing Agent reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the City. The Purchasing Agent also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder where investigation shows the bidder is not in a position to perform the contract.

In determining responsibility, the following other qualifications, in addition to price, will be considered by the Purchasing Agent:

a) The ability, capacity and skill of the bidder to perform the service required within the specified time.

b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.

c) The quality of performance of previous contracts or services.

d) The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the City and to the bidder's employment practices.

e) The sufficiency of the final resources and ability of the bidder to perform the contract or provide services.

f) The quality, availability and adaptability of the supplies or contractual services to the particular use required.

g) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

h) Whether the bidder is in arrears to the City, in debt on contract, is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

I) Such other information as may be secured by the Purchasing Agent having a bearing on the decision to make the award.

In determining a bidder's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the bidder's liability.

24. **Notice of Acceptance**: A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the Invitation to Bid shall be deemed to result in a binding contract without further action by either party.

25. **Tie Bids**: If two or more bidders submit identical bids and are equally qualified, the decision of the City to make award to one or more of such bidders shall be final. Selection may be made by drawing lots.

26. **Resident Bidders - Preference**: Price and other factors being equal, preference may be given first to resident bidders of the City, except when in the judgment of the City such purchases would operate to the disadvantage of the City, and selection by drawing lots shall not apply where the tie bids are between a resident and non-resident bidder.

27. **Specific Bid Quantities**: Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for at contract prices all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any unordered balances as of the contract expiration date unless the contractor furnishes the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

28. **Requirements Bid Quantities**: On "Requirements" bids, acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered.

29. **Availability of Funds**: The City shall be obligated to pay for goods and services received only to the extent that money has been appropriated and encumbered for such purpose. The contractor in turn shall be obligated to perform only so long as money is available to pay for the goods and services it supplies. If this contract extends through one fiscal year of the City into the next year, the City's obligations hereunder shall be specifically limited to and shall be conditioned upon the appropriations for such following year.

30. **Contract Alterations**: The contractual terms, conditions and provisions of this contract, including all general conditions and instructions to bidders, shall not be modified by the bidder. The Purchasing Agent shall have the right, at his option, to treat any bid submitted with additional or differing contract provisions as informal or to ignore such additional provisions and to award as if

such additional provisions had not been submitted by the bidder. This section shall not apply if the request for bids or the specifications specifically invite the bidder to submit additional or modifying provisions, but only to the extent that such additional or modifying provisions are requested by and are acceptable to the Purchasing Agent. Where the bidder submits a bid for goods or services which vary from the City's specifications, the decision of the Purchasing Agent of whether such goods or services are functionally equivalent to the goods or services requested by the City shall be final. Alterations or changes in the specifications of the goods or services furnished under this contract can only be made upon the written authorization signed by the Purchasing Agent, and any other alteration or modification that is not signed by the Purchasing Agent or his designated representative shall be void. Alterations in contract language shall further require the approval of the City Department of Law.

31. **Term of Contract**: This contract shall remain in force for the period specified unless extended by mutual consent of both parties or terminated as provided herein.

32. **Termination of Contracts**: Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

    a) terminated prior to expiration date by satisfactory deliveries of entire contract requirements.

    b) extended upon written authorization of the Purchasing Agent and accepted by contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

33. **Subletting of Contract**: It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation without the previous written consent of the City Purchasing Agent, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.

34. **Default**: The contract may be cancelled or annulled by the Purchasing Agent in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to next low bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. Provided, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Agent, shall constitute contract default.

35. **Delivery Failures**: Failure of a Contractor to deliver within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Contractor shall reimburse the City within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices or the City shall have the right to deduct such amount from monies owed the defaulting Contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

36. **Non-Liability**: The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the contractor. Under such circumstances, however, the Purchasing Agent may at his discretion, cancel the contract.

37. **New Goods, Fresh Stock**: All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.

38. **Equal Employment Opportunities**:

a) The City of Rochester, New York reaffirms its policy of Equal Opportunity in its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Employment Opportunity, in accordance with the requirements set forth herein. This policy is adopted pursuant to the City's Affirmative Action Plan, Article XV, Contract Compliance. The City does not discriminate on the basis of handicap status as defined in 31 CFR Part 51, in admission, access to, or treatment or employment in its programs and activities. The City is including this policy statement in all bidding documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall agree to comply with State and Federal Equal Opportunity laws and regulations and Federal regulations 31 CFR Part 51and shall submit documentation regarding Equal Employment Opportunity upon the City's request.

b) Definitions:

1. Good Faith Effort - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.

2. Minority Group Persons - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

c) Compliance: The Contractor shall comply with all of the following provisions of the Equal Employment Opportunity Requirement:

1) The Contractor agrees that he will not discriminate against any employee for employment because of race, color, religion, sex, age, or of employees for performance of work under this Agreement or any subcontract hereunder, the Contractor and its subcontractors, if any, shall not, by reason of race, creed, color, sex, age or national origin, discriminate against any person who is qualified and available to perform the work to which the employment relates. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin.

2) If the Contractor is found guilty of discrimination in employment on the grounds of race, color, sex, religion, age or national origin by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Employment Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination and the Contractor shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Contractor can

demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

3.The Contractor shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

39. **Purchase of Products from Companies Doing Business in Northern Ireland Supporting Fair Employment:**

1.The vendor understands that the City has adopted a policy prohibiting contracting for goods or services with a person, firm, or corporation doing business in Northern Ireland, who does not support fair employment without religious discrimination and does not cooperate with agencies monitoring equal opportunity employment.

2. If, because of applicable law, a contract is awarded to a contractor who does not support equal opportunity employment without religious discrimination, the contractor must submit a statement to the Director of Finance detailing the reasons for such nonsupport of fair employment.

40. **Guarantee**: Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship of all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation, workmanship, or materials, the Contractor, at his expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City as least detrimental to the operation of City business.

41. **Placing of Orders**: Orders against contracts will be placed with the Contractor on either a Purchase Order or Blanket Purchase Order executed and released by the Purchasing Agent. Telephone orders placed directly with the contractor by the ordering Agency may be authorized by the Purchasing Agent only after execution of a Blanket Purchase Order.

42. **Provisions for Other Agencies:** Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid that he will make available to all City agencies and departments and the City School District the bid prices he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

DELIVERY PROVISIONS

43. **Responsibility for Materials Shipped and Risk of Loss**: The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated point and received, properly installed if necessary, and accepted by the City and the Contractor shall bear all risk on rejected materials or supplies. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure to do so within ten (10) days after notification, the City may return the rejected materials or supplies to the contractor at his risk and expense, or dispose of them as its own property.

44. **Inspections**: Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be

made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

45. **Time of delivery**: Deliveries will be accepted between 9:00 A.M. and 4:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or Holidays.

46. **Packing Slips or Delivery Tickets**: All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

    The Purchase Order Number

    The Name of the Article and Stock Number (Supplier's)

    The Quantity Ordered

    The Quantity Shipped

    The Quantity Back Ordered

    The Name of the Contractor

    Bidders are cautioned that failure to comply with these conditions SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.

47. **FOB Destination Delivery**: Unless otherwise specifically stated in the City's request for bids, all goods, equipment and materials shall be delivered to the location designated by the City. The bidder shall include in his bid price all reasonable and necessary transportation, shipping, handling and delivery charges. Delivery shall not be complete until the goods, etc. are placed in the building, room, or other location specified by the City, either in the bid documents or in the Purchase Order.

48. **General Guaranty**: Contractor agrees to:

    a) save the City, its agents and employees harmless from liability of any nature or kind for the use of copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.

    b) protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

    c) furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other contractors for which he or his workmen are responsible.

    d) pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City and the State of New York.

49. **Indemnity:** Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the City in consequence of the granting of this contract or which may in anyway result therefrom, whether or not it shall be

alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

50. **Collusive Bidding**: The Bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

51. **Identical Bidding**: Executive Order No. 10946: All identical bids submitted to the City as a result of advertised procurement for materials, supplies, equipment or services exceeding $1,000.00 in total amount may at the discretion of the City, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.

52. **Employees Not To Benefit**: As a prerequisite for the payment pursuant to the terms of this contract, there shall be furnished to the City a statement under oath that no employee or officer of the City, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the contract. Upon request by the City, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Contractor shall be returned to the City.

    Any person executing a false statement or violating the provisions of this section shall be subject to possible prosecution.

53. **Child Labor**: Pursuant to Resolution No. 37-38 of the City of Rochester, the bidder certifies to the best of his/her knowledge that Child Labor has not been employed in the manufacture of the materials, supplies, the containers thereof, or services represented hereon.

54. **Prevailing Wages**: Bidder hereby certifies that to the extent applicable to this contract the wage rates to be paid to employees on this contract shall be in conformity with the wage rates established by the Comptroller pursuant to and in conformity with Section 220 of the New York State Labor Law. To the extent that prevailing wages are not applicable to the contract, the bidder hereby certifies that he/she shall pay employees working hereunder the minimum wages established by law.

55. **Testimony Concerning Contracts**: The refusal of the vendor, or any of its officers, directors, partners, members or agents, when called before a Grand Jury, to testify concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, shall disqualify the vendor and such officer, director, member or agent thereof from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation in the

State of New York or any public department, agency or official thereof, for goods, works or services, for a period of five (5) years after such refusal and any or all contracts made with any municipal corporation or a public department, agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be cancelled or terminated by the municipal corporation without any liability on the part of the municipal corporation or any penalty or damages on account of such cancellation or termination.

56. **Status As Independent Contractor**: The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he shall conduct himself in a manner consistent with such status, that he will neither hold himself nor his employees out as, nor claim to be an officer or employee of the City by reason hereof, and that he and his employees will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage, and retirement membership or credit.

57. **Audit**: The Contractor agrees to permit on-site inspection and auditing of all records, books, papers, and documents associated with this Agreement by authorized representatives of the City, and further agrees to provide necessary staff support for the performance of such audit. The Contractor agrees to maintain for a period of three (3) consecutive years following termination of this Agreement any and all records, reports and other documentation arising from the performance of this agreement; however, this period shall be extended beyond three years for any and all records and information pertaining to unresolved questions, which have been brought to the Contractor's attention by written notice by the City.

58. **Compliance With All Laws**: The Contractor agrees that, during the performance of the work required pursuant to this Agreement, the Contractor, and all employees working under his direction, shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way their actions during their said performance of the work required by this Agreement. Furthermore, each and every provision of law and contractual clause required by law to be inserted in this Agreement shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.

59. **Extent of Agreement**: This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements, and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by its authorized agent.

60. **Law and Forum**: This Agreement shall be governed by and under the laws of the State of New York and the Charter of the City of Rochester. The parties further agree that the Supreme Court of the State of New York, held in and for the County of Monroe shall be the forum to resolve disputes arising out of either this agreement or work performed according thereto. The parties waive all other venue or forum selections. The parties may agree between themselves on alternative forums.

61. **No Waiver**: In the event that the terms and conditions of this agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.

62. **Severability**: If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the laws of the State of New York.

NOTICE TO BIDDERS

Effective October 1, 1984, Section 38, Part a) of the General Conditions and Instructions to Bidders incorporated in this document has been amended to read:

38. Equal Opportunities:

a) The City of Rochester, New York reaffirms its policy of equal opportunity in its commitment to require all contractors, lessors, vendors, and suppliers doing business with the City to follow a policy of equal opportunity, in accordance with the requirements set forth herein. This policy is adopted pursuant to the City's Affirmative Action Plan, Article XV, Contract Compliance. The City does not discriminate on the basis of handicap status as defined in 31 CFR Part 51, in admission, access to, or treatment or employment in its programs or activities. The City is including these policy statements in all bidding documents, contracts, and leases. Contractors, lessors, vendors, and suppliers shall agree to comply with State and Federal equal opportunity laws and regulations and Federal regulation 31 CFR Part 51 and shall submit documentation regarding equal opportunity upon the City's request.

Effective June 15, 1989, the General Condition and Instructions to Bidders incorporated in this document has been amended by the insertion of the following new section:

38(A). Purchase of Products from Companies Doing Business in Northern Ireland Supporting Fair Employment

1) The vendor understands that the City has adopted a policy prohibiting contracting for goods or services with a person, firm, or corporation doing business in Northern Ireland, who does not support fair employment without religious discrimination and does not cooperate with agencies monitoring equal opportunity employment.

2) If, because of applicable law, a contract is awarded to a contractor who does not support equal opportunity employment without religious discrimination, the contractor must submit a statement to the Director of Finance detailing the reason for such nonsupport of fair employment.