



PRINTED NAME OF BIDDER

**CARPET, FURNISH AND INSTALL
ROCHESTER RIVERSIDE CONVENTION CENTER
(ONE TIME BUY)**

Invitation to Bid No. 120270

Issued: JULY 30, 2012

PURCHASING BUREAU CONTRACT: Gary Tomaselli Purchaser, 585-428-7224

PRE-BID MEETING: Thursday, August 9, 2012 at 10:00 a.m. located at Rochester Riverside Convention Center administrative Conference Room (located on 3rd Level Mezzanine)

WALK THROUGH: Thursday, August 9, 2012 at 11:30 a.m. Rochester Riverside Convention Center

BID OPENING: Friday, August 17, 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.

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

Type of Contract: ONE TIME BUY

Performance Security Requirement: YES

Insurance Requirement: YES, SEE SECTION 7.

Samples Requirement: YES ON REQUEST

Descriptive Literature/Technical Data Requirement: YES,

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



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1. SCOPE

1.1 It is the intent of the City of Rochester to establish a contract for the removal and disposal of existing carpet, the preparation of existing flooring to accept carpet, and the installation of new carpet and carpet base at the Rochester Riverside Convention Center.

2. CONTRACT TERM

2.1 The contract resulting from this bid invitation shall commence on the date of award and will be in place until final acceptance of the work by by the City.

3. ADDITIONAL CONTRACT TERMS

3.1 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.

3.2 The "Standard Construction Contract Documents" are 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.

3.3 UNANTICIPATED REQUIREMENTS

3.3.1 It is possible that incidental related items may be needed which are not specified on the Proposal pages. The City reserves the right to negotiate with the contractor a mutually agreeable cost for said items. Any items not specified herein must be approved in writing by the Purchasing Agent prior to the contractor providing such items. The City further reserves the right to obtain such items from other sources if the cost cannot be mutually agreed upon.

4. QUALIFICATIONS OF BIDDER

4.1 In addition to items specified under paragraph 23 of the General Conditions and Instructions to Bidders, the City may consider the following in determining a bidder's responsibility:

4.1.1 That the bidder has been engaged in this type of business a minimum of five (5) years. The bidder must have five (5) years experience in carpet installation.

4.1.2 That the bidder employs qualified personnel experienced in this type of work.

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- 4.1.3 Previous performance under City contracts, or contracts of sufficient and comparable size with other customers.
- 4.1.4 The Purchasing Agent reserves the right to reject any bid where the bidder cannot satisfy the City as to their ability to perform.
- 4.2 The City of Rochester may require submittal of such additional information as may be required to verify bidder's responsibility.

5. BONDS

5.1 BID BOND

A bid bond in an amount of \$2000.00 shall be furnished with each bid. At its option, the City shall have the right to accept cash, a certified check, or a letter of credit in satisfaction of this requirement.

5.2 PERFORMANCE AND OTHER BONDS

5.2.1 The contractor must furnish two executed surety company bonds, each in the amount of \$50,000.

- 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 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 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. 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.

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

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6. PRE-BID CONFERENCE

- 6.1 Before submitting a bid, each bidder must have satisfied himself/herself fully to the scope of the work as requested. A Pre-Bid meeting has been scheduled for , Thursday August 9, 2012 at 10:00 a.m. Rochester Riverside Convention Center Administrative Conference Room (located on 3rd Level Mezzanine).

A walk through is scheduled immediately following the Pre-Bid Meeting.

Rochester Riverside Convention Center
123 East Main street
Rochester, NY 14604
James D. Brown
585-232-7760 Ex 1426
Thursday August 9, 2012 11:30 a.m.

- 6.2 The signature of the bidder shall constitute a certification to the City that such bidder is fully informed regarding all conditions affecting the work to be done, and That such information was secured by personal investigation and research, and that the bidder accepts full responsibility for his or her actions.

7. INSURANCE

- 7.1 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.

- 7.2 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 change or canceled until ten days' written notice has been given to the City Purchasing Agent.

- 7.3 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.

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7.4 The kinds and amounts of insurance are as follows:

7.4.1 **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.

7.4.2 **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.

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- 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

8. SPECIFICATIONS

- 8.1 See Appendix "B."
- 8.2 Vendor to have 5 years experience in carpet with verifying documentation.
- 8.3 The basis of design is Interface FLOR, Pattern Numbers 1385702500, monochrom 24Z, color: 101824; Eggplant 1267002500, HEAD OVER HEALS 24Z; M0770 1267002500, HEAD OVER HEALS 24Z ; M0777
- 8.4 Drawings in Appendix "C" are approximate to show intended design. Actual layout to be approved by the City prior to installation, or else the City will not be liable for any pattern corrections required after installation..
- 8.5 The specified product has been selected to meet the design requirements of the Convention Center, and set a minimum standard of quality. Alternatives will only be accepted if they meet the specified product in terms of quality of construction, length of time in the marketplace and reasonable equivalent pattern and color options. Alternatives must include literature with the bid. The City reserves the right to require references from similar installations provision of samples at no charge and other information that is deemed necessary to determine true equivalency.
- 8.6 The work of this contract must be completed no later than 60 days after the City issues a notice to proceed

9. HOURS OF WORK

- 9.1 Please refer to the NYS wage rate schedule for Carpet Layers for straight time, overtime, and holiday wage rates.
- 9.2 Working hours could include second shift and weekends, which would not be considered overtime. This will be determined on a per-project basis and identified prior to requesting a proposal. **All work must be done after 5:00 during weekdays.** Work schedules must be approved by the City prior to any work being initiated.

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9. QUANTITIES

The quantities listed on the Proposal are estimates only and are not intended as a guarantee. The contract will, therefore, be for the actual quantities purchased.

10. GUARANTEES AND WARRANTIES

10.1 The contractor hereby warrants and guarantees for a period of two years from date of final acceptance that he will, at his own expense and without any cost to the City of Rochester, replace all items defective in design, material, or workmanship, or by reason of non-compliance with these specifications.

10.2 Contractor shall also submit a copy of the standard factory warranty policy and shall apply to each job.

11. LABOR STANDARDS REQUIREMENTS

11.1 COMPLIANCE WITH LABOR LAWS

11.1.1 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.

11.1.2 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.

11.1.3 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.

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11.1.4 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.

11.2 ANTI-KICKBACK RULES

Employees of the contractor and his subcontractors performing work under this contract shall be paid unconditionally and not less often than once a week without deduction or rebate on any account except only such payroll deductions that are mandatory by law or permitted by the applicable regulations issued by the State Commissioner of Labor pursuant to the New York Labor Law. The contractor shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submissions of affidavits required of subcontractors thereunder except as the Commissioner of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11.3 WITHHOLDING OF PAYMENTS FROM CONTRACTOR

When a complaint is filed with the City of Rochester alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the City of Rochester has reason to believe that unpaid wages or supplements may be due, payments on the public work contract may be withheld from the prime contractor in sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty which may be imposed. The amounts withheld may be disbursed by the City of Rochester for an on account of the contractor subcontractor to the respective employees to whom they are due.

12. PREVAILING WAGE RATES

12.1 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.

12.2 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 updated rates.

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- 12.3 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.
- 12.4 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.

13. METHOD OF AWARD

Award will be made to the responsive and responsible bidder based on TOTAL BID PRICE.

14. NON-DISCRIMINATION

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

- 14.1 To hire employees without regard to age, race, creed, color, national origin, sex, sexual orientation, disability or marital status.
- 14.2 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.
- 14.3 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.

15. 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:

- 15.1 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.

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- 15.2 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.
- 15.3 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.

NON-OFFICIAL

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PROPOSAL

The undersigned 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.

Item #	Description	Unit Price		Quantity		Total
1.	PETO INTERFACE STYLE 1385702500 MONOCRHOME; COLOR - EGGPLANT					
	Installed Labor & Material as Specified	\$ _____ /Sq Yd.	X	280 Sq. Yd.	=	\$ _____
	10% Added stock	\$ _____ /Sq Yd.	X	28 Sq. Yd.	=	\$ _____
2.	INTERFACE HOSPITALITY COLLECTION, PATTERN - M0770 SAMPLE #252108-16					
	Installed Labor & Material as Specified	\$ _____ /Sq Yd.	X	480 Sq. Yd.	=	\$ _____
	10% Added stock	\$ _____ /Sq Yd.	X	48 Sq. Yd.	=	\$ _____
3.	INTERFACE HOSPITALITY COLLECTION, PATTERN - M0777 SAMPLE #252108-16					
	Installed Labor & Material as Specified	\$ _____ /Sq Yd.	X	500 Sq. Yd.	=	\$ _____
	10% Added stock	\$ _____ /Sq Yd.	X	50 Sq. Yd.	=	\$ _____
4.	SUPPLY and INSTALL 4" Carpet Base	\$ _____ /LF	X	1400 LF	=	\$ _____
	TOTAL BID PRICE					\$ _____
	TOTAL BID PRICE in WORDS					_____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

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(Continued through Page 10)

PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

City State Zip Code

Telephone / Fax No. Federal Employer Identification No.

E-mail Address of Recipient of Contract Awards and Extensions

Date

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

Contract No. _____ Contract Term: _____

Purchasing Agent

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Date: _____

APPENDIX "A"

WAGE RATES

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APPENDIX "B"

SPECIFICATIONS

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Rochester Riverside Convention Center

Specifications

Flooring Scope

- Provide and install Interface Carpet Tile as follows.
 - Interface Style: 1385702500 Monochrome, color Eggplant.
 - Interface Hospitality Collection , pattern – M0770 Sample # 252108-16
 - Interface Hospitality Collection, Pattern –M0777; Sample # 252108-013
- Rip Up existing carpet and dispose.
- Scrape away existing adhesive
- Install carpet tile per manufacturer's instructions
- Refer to floor plans for patterns and layout
- Provide and install carpet base as required to match carpet tile and pattern.
- Transitions at entrances shall be per industry standard for commercial grade installations in high traffic areas.
- All work to be done after 5:00 P.M., and may only be done on weekdays.
- Added stock for high traffic areas

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APPENDIX "C"

DRAWINGS

NON-OFFICIAL