



PRINTED NAME OF BIDDER

RTU & BOILER PURCHASE

Invitation to Bid No. 400660 Issued: September 3, 2013

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

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.

BID OPENING: Wednesday September 18, 2013 at 11:00 a.m.

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.

CONTRACT CHARACTERISTICS

(For definitions or explanations, see General Conditions)

Type of Contract: One Time Buy

Bid Deposit Requirement: NONE

Performance Security Requirement: NONE

Insurance Requirement: NONE

Descriptive Literature/Technical Data Requirement: YES, SUBMIT WITH PROPOSAL.

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.



RTU & BOILER PURCHASE

1. SCOPE

The intent of these specifications is to establish a contract for the purchase of a hot water condensing boiler and roof top air handler.

2. SPECIFICATIONS

See Appendix "A"

3. CONTRACT TERM

The contract will commence on the date of award and end 120 days from date of order.

4. METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder either by Group A or Group B or by total bid price of both Group A and Group B. Whichever is in the best interest of the City of Rochester.

5. QUANTITIES

5.1 The quantities shown on the Proposal are for (1) one boiler and (1) one air handler.

5.2 Vendor must guarantee the price quoted regardless of actual quantity ordered.

6. DELIVERY

6.1 Delivery shall be FOB Destination, inside delivery, to the Maintenance Garage at Riverside Cemetery, 2650 Lake Ave. Rochester, NY 14612

6.2 Delivery must be made within thirty (60) days after receipt of order.

7. DESCRIPTIVE LITERATURE

Detailed specifications and/or descriptive literature must be submitted with the Proposal, or the bid may be rejected. **All deviations from the specifications must be detailed on the designated page.**

RTU & BOILER PURCHASE

8. NON-SPECIFIED ITEMS

- 8.1 The City reserves the right to negotiate prices with and order from the contractor, for non-specified items which are comparable to and/or complement the items specified herein.
- 8.2 Such orders will be placed if the City concludes that it is in its best interests to purchase such items so that they are consistent with the items specified.
- 8.3 Addition of non-specified items must be approved in writing by the Purchasing Agent prior to orders being placed.
- 8.4 Items supplied or services rendered without the prior consent of the Purchasing Agent will not be paid for by the City.

9. 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.

10. 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 knowledge and belief:

- 10.1 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.

RTU & BOILER PURCHASE

- 10.2 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.
- 10.3 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.

11. Warranty

All Equipment included in this Bid shall be provided with a manufacturer's warranty covering repair or replacement of failed components for a minimum of 2 years from the date of acceptance by the Owner, or as otherwise required in the detailed specification in Appendix A.

RTU & BOILER PURCHASE

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.

DESCRIPTION

UNIT PRICE

QUANTITY

TOTAL

Group 1.

Hot water Condensing Boiler \$ _____ x 1 each = \$ _____

As described in attached specification section "225216", (Appendix 1), and drawing SK-1 (Appendix 2)

TOTAL BID PRICE GROUP 1 \$ _____

Group 2.

Packaged, Outdoor, Central Station Air Handling Unit \$ _____ x 1 each = \$ _____

As described in attached specification section "225216", (Appendix 1), and drawing SK-2 & SK3 (Appendix 2)

Roofcurb Adapter \$ _____ x 1 each = \$ _____

TOTAL BID PRICE GROUP 2 \$ _____

GROUP 1 AND GROUP 2 TOTAL BID PRICE \$ _____

GUARANTEED DELIVERY: _____ CALENDAR DAYS AFTER RECEIPT OF ORDER (A.R.O.)

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

RTU & BOILER PURCHASE

(Continued through Page 11)

PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

City State Zip Code

Telephone No./Fax No. Federal Employer Identification No.

Date

E-Mail Address Website Address

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

Contract No. _____ Contract Term: _____

Purchasing Agent

Date: _____

SPECIFICATIONS

APPENDIX "A"

NON-OFFICIAL SPEC
DO NOT USE TO BID

SECTION 235216 - CONDENSING BOILERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes packaged, factory-fabricated and -assembled, gas-fired, fire-tube condensing boilers, trim, and accessories for generating hot water.

1.3 ACTION SUBMITTALS

- A. Product Data: Include performance data, operating characteristics, furnished specialties, and accessories.
- B. Shop Drawings: For boilers, boiler trim, and accessories. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Include diagrams for power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.
- B. Warranty: Special warranty specified in this Section.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For boilers to include in emergency, operation, and maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. ASME Compliance: Fabricate and label boilers to comply with ASME Boiler and Pressure Vessel Code.
- C. ASHRAE/IESNA 90.1 Compliance: Boilers shall have minimum efficiency according to "Gas and Oil Fired Boilers - Minimum Efficiency Requirements."

- D. DOE Compliance: Minimum efficiency shall comply with 10 CFR 430, Subpart B, Appendix N, "Uniform Test Method for Measuring the Energy Consumption of Furnaces and Boilers."
- E. UL Compliance: Test boilers for compliance with UL 795, "Commercial-Industrial Gas Heating Equipment." Boilers shall be listed and labeled by a testing agency acceptable to authorities having jurisdiction.

1.7 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of boilers that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period for Fire-Tube Condensing Boilers:
 - a. Leakage and Materials: 10 years from date of Substantial Completion.
 - b. Heat Exchanger Damaged by Thermal Stress and Corrosion: Non-prorated for five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 FIRE-TUBE CONDENSING BOILERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated in Schedules on Drawings or comparable product by one of the following:
 - 1. Lochinvar.
 - 2. Buderus.
 - 3. Rinnai.
- B. Description: Factory-fabricated, -assembled, and -tested, fire-tube condensing boiler with heat exchanger sealed pressure tight, built on a steel base; including insulated jacket; flue-gas vent; combustion-air intake connections; water supply, return, and condensate drain connections; and controls. Water heating service only.
- C. Heat Exchanger: Nonferrous, corrosion-resistant combustion chamber.
- D. Pressure Vessel: Carbon steel with welded heads and tube connections.
- E. Burner: Natural gas, forced draft.
- F. Blower: Centrifugal fan to operate during each burner firing sequence and to prepurge and postpurge the combustion chamber.
 - 1. Motors: Comply with requirements specified in Section 230513 "Common Motor Requirements for HVAC Equipment."

- a. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.
- G. Gas Train: Combination gas valve with manual shutoff and pressure regulator.
- H. Ignition: Spark ignition with 100 percent main-valve shutoff with electronic flame supervision.
- I. Casing:
 - 1. Jacket: Sheet metal, with snap-in or interlocking closures.
 - 2. Control Compartment Enclosures: NEMA 250, Type 1A.
 - 3. Finish: Baked-enamel protective finish.
 - 4. Insulation: Minimum 2-inch- thick, mineral-fiber insulation surrounding the heat exchanger.
 - 5. Combustion-Air Connections: Inlet and vent duct collars.
 - 6. Mounting base to secure boiler.

2.2 TRIM

- A. Include devices sized to comply with ANSI B31.9, "Building Services Piping."
- B. Aquastat Controllers: Operating, firing rate, and high limit.
- C. Safety Relief Valve: ASME rated.
- D. Pressure and Temperature Gage: Minimum 3-1/2-inch- diameter, combination water-pressure and -temperature gage. Gages shall have operating-pressure and -temperature ranges so normal operating range is about 50 percent of full range.
- E. Boiler Air Vent: Automatic.
 - 1. Provide concentric venting kit.
- F. Drain Valve: Minimum NPS 3/4 hose-end gate valve.

2.3 CONTROLS

- A. Boiler operating controls shall include the following devices and features:
 - 1. Control transformer.
 - 2. Set-Point Adjust: Set points shall be adjustable.
 - 3. Sequence of Operation: Electric, factory-fabricated and field-installed panel to control burner firing rate to maintain space temperature in response to thermostat with heat anticipator located in heated space.
 - 4. Sequence of Operation: Electric, factory-fabricated and field-installed panel to control burner firing rate to reset supply-water temperature inversely with outside-air temperature. At 0 deg F outside-air temperature, set supply-water temperature at 170 deg F; at 60 deg F outside-air temperature, set supply-water temperature at 120 deg F.
 - a. Include automatic, alternating-firing sequence for multiple boilers to ensure maximum system efficiency throughout the load range and to provide equal runtime for boilers.

- B. Burner Operating Controls: To maintain safe operating conditions, burner safety controls limit burner operation.
1. High Cutoff: Automatic reset stops burner if operating conditions rise above maximum boiler design temperature.
 2. Low-Water Cutoff Switch: Electronic probe shall prevent burner operation on low water. Cutoff switch shall be manual-reset type.
 3. Blocked Inlet Safety Switch: Manual-reset pressure switch field mounted on boiler combustion-air inlet.
 4. Audible Alarm: Factory mounted on control panel with silence switch; shall sound alarm for above conditions.
- C. Building Automation System Interface: Factory install hardware and software to enable building automation system to monitor, control, and display boiler status and alarms.
1. Hardwired Points:
 - a. Monitoring: On/off status, common trouble alarm.
 - b. Control: On/off operation, hot water supply temperature set-point adjustment.
 2. A communication interface with building automation system shall enable building automation system operator to remotely control and monitor the boiler from an operator workstation. Control features available, and monitoring points displayed, locally at boiler control panel shall be available through building automation system.
 - a. Interface with existing BACNet control. Note that the existing system is by Delta Controls.

2.4 ELECTRICAL POWER

- A. Single-Point Field Power Connection: Factory-installed and -wired switches, motor controllers, transformers, and other electrical devices necessary shall provide a single-point field power connection to boiler.
1. House in NEMA 250, Type 1 enclosure.
 2. Wiring shall be numbered and color-coded to match wiring diagram.
 3. Install factory wiring outside of an enclosure in a metal raceway.
 4. Field power interface shall be to non-fused disconnect switch.
 5. Provide each motor with overcurrent protection.

2.5 VENTING KITS

- A. Kit: Complete system, concentric venting kit (for combustion air and flue gas).
1. Kit shall be gasketed CPVC rated for Category IV forced draft, sealed combustion.
 2. PVC flue kits shall not be accepted.
 3. Provide flue condensate drain with pre-engineered condensate neutralization kit similar to Axiom Industries "Neutrapal".

2.6 SOURCE QUALITY CONTROL

- A. Burner and Hydrostatic Test: Factory adjust burner to eliminate excess oxygen, carbon dioxide, oxides of nitrogen emissions, and carbon monoxide in flue gas and to achieve combustion efficiency; perform hydrostatic test.
- B. Test and inspect factory-assembled boilers, before shipping, according to ASME Boiler and Pressure Vessel Code.
- C. Allow Owner access to source quality-control testing of boilers. Notify Architect 14 days in advance of testing.

PART 3 - EXECUTION

3.1 PRE-PURCHASE SPECIFICATION CLARIFICATION

- A. This Specification is provided as part of a Pre-Purchase Package being procured by the City of Rochester.
- B. Part 3, Execution requirements are omitted as the equipment included in this specification will be procured and stored by the owner until a contract is in place with a Mechanical Contractor.
 - 1. The Execution Section will be included as part of the larger Contract Bid, under which a contractor will install the pre-purchased equipment.

END OF SECTION 235216

SECTION 237413 - PACKAGED, OUTDOOR, CENTRAL-STATION AIR-HANDLING UNITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes packaged, outdoor, central-station air-handling units (rooftop units) with the following components and accessories:
 1. Water-Source Heat Pump (Direct-Expansion) cooling.
 2. Supplemental Hot Water (Glycol) Coil.
 3. Energy Recovery Wheel.
 4. Economizer outdoor- and return-air damper section.
 5. Roof Curb Adaptors.

1.3 DEFINITIONS

- A. DDC: Direct-digital controls.
- B. ECM: Electronically Commutated Motor.
- C. Outdoor-Air Refrigerant Coil: Refrigerant coil in the outdoor-air stream to reject heat during cooling operations and to absorb heat during heating operations. "Outdoor air" is defined as the air outside the building or taken from outdoors and not previously circulated through the system.
- D. RTU: Rooftop unit. As used in this Section, this abbreviation means packaged, outdoor, central-station air-handling units. This abbreviation is used regardless of whether the unit is mounted on the roof or on a concrete base on ground.
- E. Supply-Air Fan: The fan providing supply air to conditioned space. "Supply air" is defined as the air entering a space from air-conditioning, heating, or ventilating apparatus.
- F. Supply-Air Refrigerant Coil: Refrigerant coil in the supply-air stream to absorb heat (provide cooling) during cooling operations and to reject heat (provide heating) during heating operations. "Supply air" is defined as the air entering a space from air-conditioning, heating, or ventilating apparatus.
- G. VAV: Variable-air volume.

1.4 ACTION SUBMITTALS

- A. Product Data: Include manufacturer's technical data for each RTU, including rated capacities, dimensions, required clearances, characteristics, furnished specialties, and accessories.
- B. Coordination Drawings: Plans and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
 - 1. Structural members to which RTUs will be attached.
 - 2. Roof openings
 - 3. Roof curbs and flashing.

1.5 INFORMATIONAL SUBMITTALS

- A. Warranty: Special warranty specified in this Section.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For RTUs to include in emergency, operation, and maintenance manuals.

1.7 MATERIALS MAINTENANCE SUBMITTALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Fan Belts: One set for each belt-driven fan.
 - 2. Filters: One set of filters for each unit.

1.8 QUALITY ASSURANCE

- A. ARI Compliance:
 - 1. Unit shall be certified in accordance with UL Standard 1995/CSA C22.2 No. 236, Safety Standard for Heating and Cooling Equipment.
 - 2. Unit and refrigeration system shall comply with ASHRAE 15, Safety Standard for Mechanical Refrigeration.
 - 3. Unit Energy Efficiency Ratio (EER) shall be equal to or greater that prescribed by ASHRAE 90.1, Energy Efficient Design of New Buildings except Low-Rise Residential Buildings.
 - 4. Unit shall be safety certified by ETL and ETL US listed. Unit nameplate shall include the ETL/ETL Canada label.

- B. ASHRAE Compliance:
 - 1. Comply with ASHRAE 15 for refrigeration system safety.
 - 2. Comply with ASHRAE 33 for methods of testing cooling and heating coils.
 - 3. Comply with ASHRAE 135 for BACNet Controls Communication Protocols.
 - 4. Comply with applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."
- C. ASHRAE/IESNA 90.1 Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."
- D. NFPA Compliance: Comply with NFPA 90A and NFPA 90B.
- E. UL Compliance: Comply with UL 1995.
- F. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to replace components of RTUs that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period for Compressors: Manufacturer's standard, but not less than five years from date of Substantial Completion (non-prorated).
 - 2. Warranty Period for Gas Furnace Heat Exchangers: Manufacturer's standard, but not less than five years from date of Substantial Completion (non-pro-rated).
 - 3. Warranty Period for Solid-State Ignition Modules: Manufacturer's standard, but not less than three years from date of Substantial Completion.
 - 4. Warranty Period for Control Boards: Manufacturer's standard, but not less than one year from date of Substantial Completion.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Unit shall be shipped with doors screwed shut and outside air hood closed to prevent damage during transport and thereafter while in storage awaiting installation.
- B. Follow Installation, Operation and Maintenance manual instructions for rigging, moving, and unloading the unit at its final location.
- C. Unit shall be stored in a clean, dry place protected from construction traffic in accordance with the Installation, Operation and Maintenance manual.

PART 2 - PRODUCTS

2.1 SPECIFIC REQUIREMENTS

- A. Specification requirements are general for all RTU. Refer to Schedules on Drawings for additional / specific requirements for each unit.

2.2 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated in the bid package, or approved equal:

- 1. Basis-Of-Design: AAON, Inc.

2.3 GENERAL DESCRIPTION

- A. Packaged rooftop unit shall include compressors, evaporator coils, filters, supply fans, dampers, water-cooled condenser, reheat coil, hot water coils, exhaust fans, energy recovery wheels, and unit controls.
- B. Unit shall be factory assembled and tested including leak testing of the DX coils, leak testing of the hot water coils, pressure testing of the refrigeration circuit, and run testing of the completed unit. Run test report shall be supplied with the unit in the service compartment's literature pocket.
- C. Unit shall have decals and tags to indicate lifting and rigging, service areas and caution areas for safety and to assist service personnel.
- D. Unit components shall be labeled, including pipe stub outs, refrigeration system components and electrical and controls components.
- E. Installation, Operation and Maintenance manual shall be supplied within the unit.
- F. Laminated color-coded wiring diagram shall match factory installed wiring and shall be affixed to the interior of the control compartment's hinged access door.
- G. Unit nameplate shall be provided in two locations on the unit, affixed to the exterior of the unit and affixed to the interior of the control compartment's hinged access door.

2.4 CASING

- A. General Fabrication Requirements for Casings: Formed and reinforced double-wall insulated panels, fabricated to allow removal for access to internal parts and components, with joints between sections sealed.

1. Unit shall be designed to reduce air leakage and infiltration through the cabinet. Cabinet leakage shall not exceed 1% of total airflow when tested at 3 times the minimum external static pressure provided in AHRI Standard 340/360. Panel deflection shall not exceed L/240 ratio at 125% of design static pressure, at a maximum 8 inches of positive or negative static pressure, to reduce air leakage. Deflection shall be measured at the midpoint of the panel height and width. Continuous sealing shall be included between panels and between access doors and openings to reduce air leakage. Piping and electrical conduit through cabinet panels shall include sealing to reduce air leakage.
- B. Exterior Casing Material: Galvanized steel with factory-painted finish, with pitched roof panels and knockouts with grommet seals for electrical and piping connections and lifting lugs.
 1. Exterior Casing Thickness: G90, Galvanized steel, 0.0626 inch thick.
 2. Exterior paint finish shall be capable of withstanding at least 2,500 hours, with no visible corrosive effects, when tested in a salt spray and fog atmosphere in accordance with ASTM B 117-95 test procedure.
- C. Inner Casing Fabrication Requirements:
 1. Inside Casing: G90, Galvanized steel, 0.034 inch thick.
- D. Casing Insulation and Adhesive: Comply with NFPA 90A or NFPA 90B.
 1. Materials: Polyurethane or Polyisocyanurate foam insulation with thermal Break.
 2. R-Value: Minimum R-13.
 3. Thickness: 2 inch.
- E. Condensate Drain Pans: Formed sections of stainless-steel sheet, a minimum of 2 inches deep and sloped to drain.
 1. Material: 304 Stainless Steel.
 2. Double-Wall Construction: Fill space between walls with foam insulation and seal moisture tight.
 3. Drain Connections: Threaded nipple.
 4. Pan-Top Surface Coating: Corrosion-resistant compound.
- F. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
- G. Service Doors: Double wall insulated to match casing with full length stainless steel piano hinges.
 1. Removable panels are not acceptable.
 2. Provide with quarter turn, zinc cast, lockable handles. Full length stainless steel piano hinges shall be included on the doors.
- H. Unit base pan shall be provided with 1/2 inch thick foam insulation.

- I. Unit shall be provided with base discharge and return air openings. All openings through the base pan of the unit shall have upturned flanges of at least 1/2 inch in height around the opening.

2.5 FANS

- A. Direct-Driven Supply-Air & Exhaust Fans: Backward curved, plenum fan; with permanently lubricated, variable-speed motor installed on an adjustable fan base resiliently mounted in the casing. Aluminum or painted-steel wheels, and galvanized- or painted-steel fan scrolls.
 1. Provide variable speed motors with Variable Frequency Drives (VFD) or variable speed ECM motors for fans, as scheduled on drawings.
 - a. Equip all VFD with 5% line reactors, mounted from the factory.
 2. Exhaust dampers shall be sized for 100% relief.
- B. Condenser-Coil Fan: Propeller, mounted on shaft of permanent magnet, Electronically Commutated Motor (ECM) motor.
 1. Variable speed ECM condenser fan motor shall adjust condenser fan speed to match actual load. Fan speed control logic to be based upon floating head pressure control.
- C. Fan Motors: Refer to Schedules on Drawings for More Info.

2.6 COILS

- A. Supply-Air Refrigerant Coil:
 1. Coils shall be designed for use with R-410A refrigerant and constructed of copper tubes with aluminum fins mechanically bonded to the tubes and galvanized steel end casings. Fin design shall be sine wave rippled.
 2. Coils shall have interlaced circuitry and shall be standard capacity.
 3. Coils shall be helium leak tested.
 4. Coils shall be furnished with factory installed thermostatic expansion valves.
- B. Outdoor-Air Refrigerant Coil:
 1. None: Heat Pump is a Geothermal Water-Source Heat Pump
 2. Refer to "Condenser" Article below.

2.7 REFRIGERATION SYSTEM

- A. Compressor: Variable Capacity, scroll, mounted on vibration isolators; with internal overcurrent and high-temperature protection, internal pressure relief.
 - 1. Variable capacity compressors shall be designed to adjust output to match load capacity to match system load while still providing humidity control.
 - 2. Unit shall be factory charged with R-410A refrigerant.
- B. Compressors shall be mounted in an isolated service compartment which can be accessed without affecting unit operation. Lockable hinged compressor access doors shall be fabricated of double wall, rigid polyurethane foam injected panels to prevent the transmission of noise outside the cabinet.
- C. Compressors shall be isolated from the base pan with the compressor manufacturer's recommended rubber vibration isolators, to reduce any transmission of noise from the compressors into the building area.
- D. Each refrigeration circuit shall be equipped with thermostatic expansion valve type refrigerant flow control.
- E. Each refrigeration circuit shall be equipped with automatic reset low pressure and manual reset high pressure refrigerant safety controls, Schrader type service fittings on both the high pressure and low pressure sides and a factory installed replaceable core liquid line filter driers.
- F. Unit shall include a variable capacity scroll compressor on the lead refrigeration circuit which shall be capable of modulation from 10-100% of its capacity.
- G. Lead refrigeration circuit shall be provided with hot gas reheat coil, modulating valves, electronic controller, supply air temperature sensor and a control signal terminal which allow the unit to have a dehumidification mode of operation, which includes supply air temperature control to prevent supply air temperature swings and overcooling of the space.
- H. Unit shall be configured as a water-source heat pump. Each refrigeration circuit shall be equipped with a factory installed liquid line filter drier with check valve, reversing valve, and thermal expansion valves on both the indoor coil and refrigerant-to-water heat exchanger. Reversing valve shall energize during the heat pump heating mode of operation.
- I. Lag refrigeration circuit shall be provided with factory installed hot gas bypass to protect against evaporator frosting and to prevent excessive compressor cycling.

2.8 CONDENSERS

- A. Water-Cooled Condenser
 - 1. Water-cooled condensing section shall contain plate type, heat exchangers located in an insulated vestibule. Heat exchangers shall be circuited in a counter flow arrangement to

the refrigerant system. Plates shall be stainless steel. Each heat exchanger shall be provided with a removable and cleanable type, basket filter on the waterside circuit. Field piping connections shall be made at each plate heat exchanger within the condensing section of the rooftop unit. Maximum operating pressure on the water side of the condenser shall be 125 psi.

2. All field installed piping shall be hydrostatically tested before being put into service. Test pressure shall be 125 psi for a 2 hour duration. Leaks and loss in test pressure constitute defects. If test fails, corrections shall be made to the system and the test shall then be repeated to make certain all defects were corrected. All testing shall be performed to ASTM Standards.
3. Each heat exchanger circuit shall have a factory installed ball valve for water balancing
4. Each heat exchanger circuit shall have a flow switch that shuts down the compressors if water flow to the condenser is interrupted
5. Each heat exchanger circuit shall have a factory installed motorized shutoff valve.

2.9 HEATING COILS

A. Hot Water Heating Coils

1. Coils shall be certified in accordance with AHRI Standard 410 and be leak tested.
2. Coils shall be constructed of copper tubes with aluminum fins mechanically bonded to the tubes and galvanized steel end casings. Fin design shall be sine wave rippled.
3. Coils shall be two rows, half serpentine circuitry, and 10 fins per inch.
4. Coils shall be located in the reheat position downstream of the cooling coil.
5. Control valves shall be field supplied and field installed.
6. Hot water heating capacity shall be available for operation when heat pump heating is in operation and when heat pump heating is not in operation.

2.10 AIR FILTRATION

A. Minimum arrestance according to ASHRAE 52.1, and a minimum efficiency reporting value (MERV) according to ASHRAE 52.2.

1. Refer to Schedules on Drawings for filter ratings, type, and location.

2.11 OUTSIDE AIR / ECONOMIZER

- A. Unit shall include 0-100% economizer consisting of a motor operated outside air damper and return air damper assembly constructed of extruded aluminum, hollow core, airfoil blades with rubber edge seals and aluminum end seals. Damper blades shall be gear driven and designed to have no more than 15 CFM of leakage per sq. ft. of damper area when subjected to 2 inches w.g. air pressure differential across the damper. Damper assembly shall be controlled by spring return DDC

1. Economizer shall be furnished with return air CO₂ override.

2.12 DAMPERS

- A. Outdoor- and Return-Air Mixing Dampers: Parallel- or opposed-blade galvanized-steel dampers mechanically fastened to cadmium plated for galvanized-steel operating rod in reinforced cabinet. Connect operating rods with common linkage and interconnect linkages so dampers operate simultaneously.

1. Damper Motor: Modulating with adjustable minimum position.
2. Relief-Air Damper: Gravity actuated or motorized, as required by ASHRAE/IESNA 90.1, with bird screen and hood.

2.13 ENERGY RECOVERY

- A. Unit shall contain a factory mounted and tested energy recovery wheel. The energy recovery wheel shall be mounted in a rigid frame containing the wheel drive motor, drive belt, wheel seals and bearings. Frame shall slide out for service and removal from the cabinet.

- B. The energy recovery component shall incorporate a rotary wheel in an insulated cassette frame complete with seals, drive motor and drive belt.

- C. Wheel shall be wound continuously with one flat and one structured layer in an ideal parallel plate geometry providing laminar flow and minimum pressure drop-to-efficiency ratios. The layers shall be effectively captured in stainless steel wheel frames or aluminum and stainless steel segment frames that provide a rigid and self-supporting matrix.

- D. Wheel shall be provided with removable energy transfer matrix. Wheel frame construction shall be a welded hub, spoke and rim assembly of stainless, plated and/or coated steel and shall be self-supporting without matrix segments in place. Segments shall be removable without the use of tools to facilitate maintenance and cleaning. Wheel bearings shall be selected to provide an L-10 life in excess of 400,000 hours. Rim shall be continuous rolled stainless steel and the wheel shall be connected to the shaft by means of taper locks.

- E. All diameter and perimeter seals shall be provided as part of the cassette assembly and shall be factory set. Drive belts of stretch urethane shall be provided for wheel rim drive without the need for external tensioners or adjustment.

- F. The energy recovery cassette shall be an Underwriters Laboratories Recognized Component for electrical and fire safety. The wheel drive motor shall be an Underwriters Laboratory Recognized Component and shall be mounted in the cassette frame and supplied with a service connector or junction box. Thermal performance shall be certified by the manufacturer in accordance with ASHRAE Standard 84, Method of Testing Air-to-Air Heat Exchangers and AHRI Standard 1060, Rating Air-to-Air Energy Recovery Ventilation Equipment. Cassettes shall be listed in the AHRI Certified Products.
- G. Energy recovery wheel cassette shall carry a 5 year non-prorated warranty, from the date of original equipment shipment from the factory. The first 12 months from the date of equipment startup, or 18 months from the date of original equipment shipment from the factory, whichever is less, shall be covered under the standard AAON limited parts warranty. The remaining period of the warranty shall be covered by Airxchange. The 5 year warranty applies to all parts and components of the cassette, with the exception of the motor, which shall carry an 18 month warranty. Warranty shall cover material and workmanship that prove defective, within the specified warranty period, provided the Airxchange written instructions for installation, operation and maintenance have been followed. Warranty excludes parts associated with routine maintenance, such as belts. Refer to the Airxchange Energy Recovery Cassette Limited Warranty Certificate.
- H. Unit shall include 2 inch thick, pleated panel outside air and exhaust air filters with an ASHRAE efficiency of 30% and MERV rating of 8, upstream of the wheels.
- I. Hinged service access doors shall allow access to the wheel.
- J. Total energy recovery wheels shall be coated with silica gel desiccant permanently bonded by a process without the use of binders or adhesives, which may degrade desiccant performance. The substrate shall be lightweight polymer and shall not degrade nor require additional coatings for application in marine or coastal environments. Coated segments shall be washable with detergent or alkaline coil cleaner and water. Desiccant shall not dissolve nor deliquesce in the presence of water or high humidity.

2.14 ELECTRICAL POWER CONNECTION

- A. Provide for single connection of power to unit with unit-mounted disconnect switch accessible from outside unit and control-circuit transformer with built-in overcurrent protection.
- B. Unit shall be provided with factory installed and factory wired, non-fused disconnect switch.
- C. Unit shall be provided with a factory installed and factory wired 115V, 13 amp GFI outlet disconnect switch in the unit control panel.

2.15 CONTROLS

- A. Control equipment and sequence of operation are specified in Section 230900 "Instrumentation and Control for HVAC."

B. DDC Controller:

1. Controller shall have volatile-memory backup.
2. Safety Control Operation:
 - a. Smoke Detectors: Stop fan and close outdoor-air damper if smoke is detected. Provide additional contacts for alarm interface to fire alarm control panel.
 - 1) Note that duct smoke detectors are field installed separately from unit.
 - 2) Provide remote shutdown safety terminal in unit and interface with the Fire Alarm Control Panel to shutdown the unit upon detection of smoke.
 - b. Fire Alarm Control Panel (FACP) Interface: Provide control interface to coordinate with operating sequence described in Section 283111 "Digital, Addressable Fire-Alarm System" and Section 283112 "Zoned (DC Loop) Fire-Alarm System." Also refer to sequences shown on Drawing M-500.
3. Scheduled Operation: Occupied and unoccupied periods on seven-day clock with a minimum of two programmable periods per day.
4. Unoccupied Period:
 - a. Heating Setback: 10 deg F.
 - b. Cooling Setback: System off.
 - c. Override Operation: Two hours.
5. Supply Fan Operation:
 - a. Occupied Periods: Run fan continuously.
 - b. Unoccupied Periods: Cycle fan to maintain setback temperature.
6. Refrigerant Circuit Operation:
 - a. Occupied Periods: Cycle or stage compressors, and operate hot-gas bypass to match compressor output to cooling load to maintain room temperature and humidity. Cycle condenser fans to maintain maximum hot-gas pressure. Operate low-ambient control kit to maintain minimum hot-gas pressure.
 - b. Unoccupied Periods: Compressors off.
 - c. Adjust condenser fan speed to match actual load, based on floating head pressure control signal.
7. Economizer Outdoor-Air Damper Operation:
 - a. Occupied Periods: Open to minimum intake, position to achieve outdoor air ventilation rates as scheduled on drawings, and maximum 100 percent of the fan capacity to comply with ASHRAE Cycle II. Controller shall permit air-side economizer operation when outdoor air is less than 60 deg F. Use mixed-air temperature and select between outdoor-air and return-air enthalpy to adjust

mixing dampers. Start relief-air fan with end switch on outdoor-air damper. During economizer cycle operation, lock out cooling.

- b. Unoccupied Periods: Close outdoor-air damper and open return-air damper.
- c. Outdoor-Airflow Monitor: Accuracy maximum plus or minus 5 percent within 15 and 100 percent of total outdoor air. Monitor microprocessor shall adjust for temperature, and output shall range from 4 to 20 mA.
- d. Where required by the equipment schedules on the contract drawings, furnish economizer with manufacturer's constant volume outside air ventilation control assembly which maintains a minimum amount of entering outside air. This control options shall measure the outside air velocity pressure and adjust the economizer dampers to maintain a constant velocity pressure and thus a constant volume of outside air. The code required minimum volume of outside air is documented in the schedules on the contract drawings.

8. Carbon Dioxide Sensor Operation:

- a. Occupied Periods: Reset minimum outdoor-air ratio down to minimum airflow setting of 25 percent, to maintain maximum 800 ppm concentration.
- b. Unoccupied Periods: Close outdoor-air damper and open return-air damper.
- c. This option shall only be equipped where called out as a required accessory in the RTU schedules on the drawings.
- d. Refer to sequences on drawing M-500 for demand control ventilation (DCV) control including CO₂ monitoring, morning pre-purge, and integration with the outdoor air damper.

C. Interface Requirements for HVAC Instrumentation and Control System:

1. Interface relay for scheduled operation.
2. Interface relay to provide indication of fault at the central workstation and diagnostic code storage.
3. Provide BACnet (ASHRAE 135 compliant) compatible interface for central HVAC control workstation for the following:
 - a. Adjusting set points.
 - b. Monitoring supply fan start, stop, and operation.
 - c. Inquiring data to include outdoor-air damper position, supply- and room-air temperature and humidity.
 - d. Monitoring occupied and unoccupied operations.
 - e. Monitoring constant and variable motor loads.
 - f. Monitoring variable-frequency drive operation.
 - g. Monitoring cooling load.

- h. Monitoring economizer cycles.
- i. Monitoring air-distribution static pressure and ventilation air volume.

2.16 ACCESSORIES

- A. Duplex, 115-V, ground-fault-interrupter outlet with 15-A overcurrent protection. Include transformer if required.
- B. Provide Magnehelic pressure gauge across filters to indicate pressure differential across filters load.
- C. Unit shall be provided with a smoke detector sensing the return air of the unit, wired to shut off the unit's control circuit.

2.17 ROOF CURB ADAPTORS (FOR INSTALLATION ON EXISTING ROOF CURB)

- A. Materials: Galvanized steel with corrosion-protection coating, watertight gaskets, and factory-installed wood nailer; complying with NRCA standards.
 - 1. Curb Insulation and Adhesive: Comply with NFPA 90A or NFPA 90B.
 - a. Materials: ASTM C 1071, Type I or II.
 - b. Thickness: 2 inch.
 - 2. Application: Factory applied with adhesive and mechanical fasteners to the internal surface of curb.
 - a. Liner Adhesive: Comply with ASTM C 916, Type I.
 - b. Mechanical Fasteners: Galvanized steel, suitable for adhesive attachment, mechanical attachment, or welding attachment to duct without damaging liner when applied as recommended by manufacturer and without causing leakage in cabinet.
 - c. Liner materials applied in this location shall have air-stream surface coated with a temperature-resistant coating or faced with a plain or coated fibrous mat or fabric depending on service air velocity.
 - d. Liner Adhesive: Comply with ASTM C 916, Type I.

PART 3 - EXECUTION

3.1 PRE-PURCHASE SPECIFICATION CLARIFICATION

- A. This Specification is provided as part of a Pre-Purchase Package being procured by the City of Rochester.

- B. Part 3, Execution requirements are omitted as the equipment included in this specification will be procured and stored by the owner until a contract is in place with a Mechanical Contractor.
1. The Execution Section will be included as part of the larger Contract Bid, under which a contractor will install the pre-purchased equipment.

END OF SECTION 237413

NON-OFFICIAL SPEC
DO NOT USE TO BID

DRAWINGS

APPENDIX "B"

NON-OFFICIAL SPEC
DO NOT USE TO BID

BOILER SCHEDULE

No.	Type	Fuel	Fuel Input Btu/hr	Gross Output Btu/hr	Turn Down	Combustion Efficiency	Min. Fuel Pressure	Category	Venting		Water Flow Rate (GPM)	EWT (°F)	LWT (°F)	Max Working Pressure	Electrical Data			Basis of Design Manufacturer	Model
									Vent Material	Size					V / PH. / Hz.)	MCA	MOCF		
B-1	CONDENSING	NG	285,000	264,000	5:1	98% DOE, ARIE	4.5" W.C.	IV	CPVC - Concentric Vent Kit	3" OA / 3" FLUE	26	150	170	150 PSIG	120 / 1 / 60	5.0 A	15 A	LOCHIM/AR	KINGHT, WHN295

NOTES / REQUIRED ACCESSORIES:

1. Provide ASME Rated, All Stainless Steel Heat Exchanger.
2. Provide CPVC Concentric Vent Kit (For Vertical Installation Through Roof).
3. Provide Wall-Mount Installation Bracket.
4. Provide Pre-Engineered Condensate Neutralization Kit, Aviom Industries, "NeutraPal," Or Equal. Furnish (1) 20 LB bag of Neutralization Media (Marble Chips).
5. Provide BACNet Interface Card, compatible with existing Delta Building Management System (BMS).
6. Provide T&P Relief Valve, Shipped Loose For Field Installation.
7. Unit Shall BE Listed For Zero Side Clearance To Combustibles.
8. Provide High Limit Safety, With Automatic Reset.
9. Provide 12-Year Limited Warranty (5-Year Minimum on Heat Exchanger).

SK-1

PROJECT: RIVERSIDE CEMETERY, CHAPEL OF PEACE

TITLE: BOILER SCHEDULE

SCALE: NO SCALE DATE: 7-26-2013

LABELLA
AIRCRAFT, INC.

300 STATE STREET
ROCHESTER, NY 14614
PHONE: (585) 654-8110
FAX: (585) 654-3068

www.labela.com

ROOFTOP AIR HANDLING UNIT SCHEDULE

No.	Nominal Tonnage	SUPPLY FAN					EXHAUST FAN					Heat Wheel RA Filter		Heat Wheel SA Filter		Primary SA Filter		Basis of Design Manufacturer	Model											
		Fan Type	Max Airflow (CFM)	Outside Air (CFM)	E.S.P. (in. w.c.)	T.S.P. (in. w.c.)	Fan Mech. Efficiency	Fan Speed	Motor Type	Motor HP	Brake HP	Motor Efficiency	Max Airflow (CFM)	E.S.P. (in. w.c.)	T.S.P. (in. w.c.)	Fan Mech. Efficiency	Fan Speed			Motor Type	Motor HP	Brake HP	Motor Efficiency	Dirty Press. Drop (in. w.c.)	Type	Dirty Press. Drop (in. w.c.)	Type			
RTU-1	9	Plenum	2,400	700	1.85	0.75	1.85	63.4%	1,932	ODP	2	1.09	Premium	Plenum	2,400	.85	1.00	58.5%	1,036	ODP	1	.57	Premium	MERV 7	.25	MERV 7	4" Pleated MERV 11	.35	AAON	RN-009

AHU SCHEDULE, CONTINUED

No.	TYPE	HEAT RECOVERY PERFORMANCE - COOLING					HEAT RECOVERY PERFORMANCE - HEATING					SOURCE FLUID					COOLING PERFORMANCE					HEATING PERFORMANCE					HOT GAS RE-HEAT				
		O.A. EAT (deg. F db/wb)	Exh. EAT (deg. F db/wb)	O.A. LAT (deg. F db/wb)	Exh. LAT (deg. F db/wb)	Energy Recovered (MBH)	O.A. EAT (deg. F db/wb)	Exh. EAT (deg. F db/wb)	O.A. LAT (deg. F db/wb)	Exh. LAT (deg. F db/wb)	Heat Recovered (MBH)	Latent Capacity (MBH)	Fluid (See Note 3)	GPM	WPD (ft)	Total Capacity (MBH)	Sensible Capacity (MBH)	EAT (db/wb, °F)	LAT (db/wb, °F)	Total Capacity (MBH)	EAT (db, °F)	LAT (db, °F)	Re-Heat Capacity (MBH)	Re-Heat Capacity (°F) / RH	70 °F / 45% RH						
RTU-1	ENTHALPY WHEEL	81 / 72	75 / 62	75.9 / 64.4	80.1 / 70	20.13	0 / 0	68 / 50	57.5 / 43.7	49.85	16.21	20% METHANOL (FROM GEO. WELLS)	20	5.0	89.7	64.0	75.3 / 62.8	51.5 / 49.5	79.3	65	95	51	51	70 °F / 45% RH							

AHU SCHEDULE, CONTINUED

No.	HEAT PUMP DATA, CONTINUED					HEATING COIL SCHEDULE					UNIT ELECTRICAL DATA					UNIT WEIGHT (LB)				
	Refrigerant	EER	COP/h	Number	Type	Capacity (MBH)	EWT (°F)	LWT (°F)	GPM	P.D. (ft)	Unit FLA	Unit MCA	Unit MOCP	Unit (incl. Coil Weight)	Curb Adaptor	Existing Curb	Total Structural Load			
RTU-1	R-410A	15.2	4.93	2	Digital Scroll	115.8	160	144	15	5.1	230 / 1 / 90	64	69	90	150	175	2,748			

NOTES / ACCESSORIES:

- Unit includes a Geothermal Water Source Heat Pump for Cooling and The First Stage of Heat. The Second Stage of Heat (Supplemental) is the Glycol Hot Water Coil.
- Provide Hot-Gas Bypass Re-Heat Coil and Controls Integral To Heat Pump.
- Note that Geothermal Heat Transfer Fluid is 20% Concentration Methanol, which has Performance Similar to 10% Propylene Glycol. The Unit Selection Data Only Goes Down To 20% Concentration of PG, Therefore, Actual Heat Pump Capacity Will Be Slightly Higher Than Scheduled
- Provide Enthalpy-Type Energy Recovery Wheel With 1/20 HP Motor. Wheel Motor To Be Variable Speed Capable, Controlled Integrally By On-Board Unit Controls For Frost Protection.
- Provide Curb Adaptor for Retrofit Installation Onto Existing Roof Curb From Existing AAON RQ-005 Unit.
- Provide Integral Variable Frequency Drives for Fan Motors and Provide NEMA Premium Efficiency Motors for All Fan & Compressor Motors.
- Provide CO₂ Outdoor Air Control.
- Provide Integral Disconnecting Means and Factory-Wired GFI Service Outlet.
- All Controls Shall Be Fully BACnet Compatible for Field Installation of DDC Controls and Interface With Existing Delta Building Management Control System.
- Provide Smoke Detector Factory-Mounted in Return Air Plenum.
- Unit Cabinet Shall Be Double-Wall, R-13 Foam Insulated, With Thermal Breaks and Stainless Steel Drain Pan (Heat Pump Evaporator Coil).

AHU-1 SOUND DATA

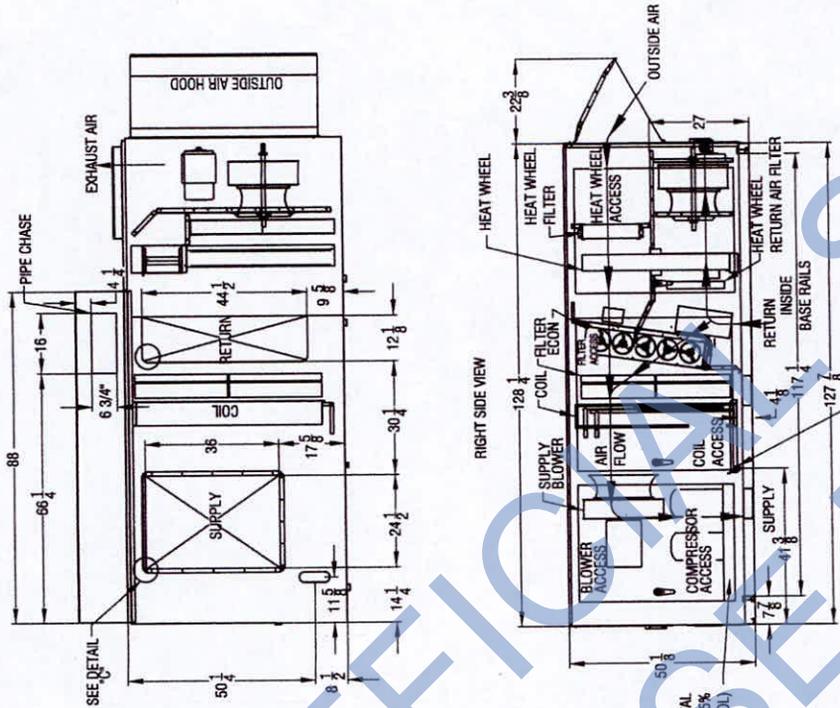
Type	63 Hz	125 Hz	250 Hz	500 Hz	1K Hz	2K Hz	4K Hz	8K Hz
CABINET DISCHARGE	82	80	83	80	72	68	67	61
CABINET RETURN	80	77	73	67	65	64	59	53
SUPPLY FAN INLET	81	78	82	81	74	72	70	64
SUPPLY FAN OUTLET	81	78	82	81	74	72	70	64
EXHAUST FAN INLET	76	77	75	69	67	65	60	55
EXHAUST FAN OUTLET	76	77	75	69	67	65	60	55

LABELLA
 AEROMECHANICAL, INC.
 300 STATE STREET
 ROCHESTER, NY 14614
 PHONE (585) 654-8110
 FAX (585) 654-3068
 www.labella.com

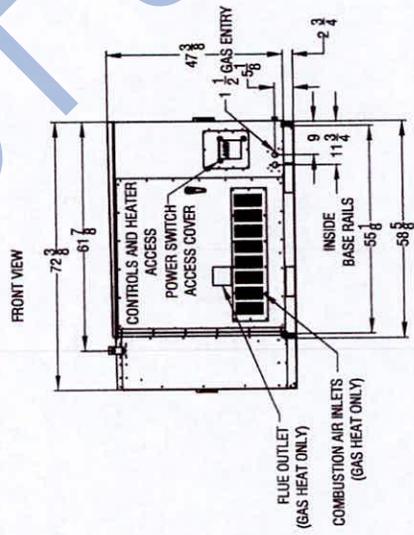
PROJECT: RIVERSIDE CEMETERY CHAPEL OF PEACE
 TITLE: AHU SCHEDULES
 SCALE: NO SCALE
 DATE: 7-26-2013

SK-2

SK-3



NOTE: ALL DIMENSIONS ARE IN INCHES



1 AHU DETAIL
SKH-3 1/8"=1'-0"

PROJECT: RIVERSIDE CEMETERY, CHAPEL OF PEACE
TITLE: AHU DETAIL
SCALE: 3/8" = 1'-0"
DATE: 7-26-2013

LABELIA
Associates, P.C.
300 STATE STREET
ROCHESTER, NY 14614
PHONE: (585) 64-6110
FAX: (585) 64-3066
www.labelia.com



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 unorderd balances as of the contract expiration date unless the contractor furnishes the Purchasing Agent with a statement of unorderd 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 51 and 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.