



PRINTED NAME OF BIDDER

CATHODIC PROTECTION SUPPLIES

Invitation to Bid No. 401030

Issued: October 15, 2013

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

Bid responses are to be returned to the Office of the Purchasing Agent; City Hall Room 105A, Rochester, NY 14614, by the date and time indicated, at which time and place all bids will be opened, read and recorded:

BID OPENING: Wednesday, October 30, 2013, at 11:00 a.m.

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

CONTRACT CHARACTERISTICS

(For definitions or explanations, see General Conditions)

Type of Contract: TERM CONTRACT WITH OPTION TO EXTEND

Bid Deposit Requirement: NONE

Performance Security Requirement: NONE

Insurance Requirement: NONE

Samples Requirement: NONE

Descriptive Literature/Technical Data Requirement: ON ALTERNATE

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.



CATHODIC PROTECTION SUPPLIES

1. SCOPE

It is the intent of the City of Rochester to establish a contract for CATHODIC PROTECTION SUPPLIES.

2. BRAND NAME REFERENCE

- 2.1 The brand name and part numbers referenced in this bid document establish the quality and performance characteristics required. Items of equal or better quality and performance may be considered.
- 2.2 In the event that an apparent low bidder proposes an alternate, the burden of proof to demonstrate equivalency shall rest entirely with the bidder.
- 2.3 Complete technical data and descriptive literature must be enclosed with the bid on any alternate brand bid or be subject to rejection.
- 2.4 Acceptable equivalents will be determined by the Purchasing Agent, whose decision will be final.

3. SPECIFICATIONS

See Appendix "A"

4. STANDARDS

The design, materials, workmanship and manufacture of this equipment shall be according to the standards established by the requirements of the Cathodic Protection Industry.

5. METHOD OF AWARD

- 5.1 Award will be to the lowest responsive and responsible bidder based on the Total Bid Price.
- 5.2 All items must be bid to be considered for award.

CATHODIC PROTECTION SUPPLIES

6. CONTRACT TERM

- 6.1 The contract resulting from this Bid Invitation shall commence on November 1, 2013 and end October 31, 2014.
- 6.2 The contract may be extended for a period of Three (3) additional term of 1 year or less upon mutual agreement of the contracting parties.

7. QUANTITIES

- 7.1 The quantities shown on the Proposal Page are estimates only and based on anticipated usage.
- 7.2 The City of Rochester can make no guarantee as to quantity.
 - 7.2.1 Quantities may be more or less than the estimates shown.
 - 7.2.2 The contract will be for the actual quantities ordered during the contract term.
- 7.3 The contractor must guarantee the price quoted regardless of actual quantity ordered.

8. DELIVERY

- 8.1 The items furnished under this contract shall be delivered within thirty (30) days after receipt of order, F.O.B. truck tailgate to the Rochester Water Bureau, Hemlock Operations Center, 7413 Rix Hill Road, Hemlock, NY, 14466, or to the Rochester Water Bureau's Main Office at 10 Felix Street, Rochester, NY 14608, as noted on purchase order.
- 8.2 If this delivery time is not acceptable, the bidder shall state on the Proposal Pages the period of time in which delivery will be guaranteed.
- 8.3 The bidder shall include in his bid price all reasonable and necessary transportation, shipping, handling and delivery charges.
- 8.4 The Water Bureau shall be notified one (1) business day in advance of delivery:
 - Hemlock Operation Center - (585) 428-6681
 - Main Office - (585) 428-7514
- 8.5 Deliveries shall be made between 7:30 a.m. and 2:30 p.m. on normal business days.

CATHODIC PROTECTION SUPPLIES

9. REQUEST FOR PRICE CHANGE

- 9.1 Prices bid shall remain in effect for the initial contract term. A request for price change may be made one (1) month prior to the expiration date of this contract, and, if approved, will take effect during the contract extension.
- 9.2 The request must be accompanied by a letter from the manufacturer stating the proposed percentage of increase and in no case shall exceed the manufacturer's increase.
- 9.3 The bidder shall pass any price decrease in its entirety from the manufacturer through to the City.

10. NON-SPECIFIED ITEMS

- 10.1 The City reserves the right to negotiate prices with and order from the contract vendor minor non-specified items which are comparable to and/or complement the items specified herein.
- 10.2 Such orders will be placed only if the City concludes that it is in the City's best interest to purchase such items so that they are consistent with the items specified on the Proposal Page.
- 10.3 Addition of non-specified items must be acknowledged in writing by the Purchasing Agency prior to any orders being placed.
- 10.4 Item supplied or services rendered without the prior consent of Purchasing will not be paid for by the City.

CATHODIC PROTECTION SUPPLIES

11. POLITICAL SUBDIVISIONS

Bidders should note that other political subdivisions may participate in the contract resulting from this bid award as authorized by General Municipal Law. Use of this contract by any other political subdivision must be coordinated between the subdivision and the contractor. The City will have no responsibility for any such purchases and will have no other role other than to provide other political subdivisions a copy of this contract if requested.

12. 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:

- 12.1 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;
- 12.2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed prior to the opening, directly or indirectly, to any other bidder or to any competitor;
- 12.3 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.

CATHODIC PROTECTION SUPPLIES

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.

<u>COMM.</u>	<u>P.N.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
6700405	2426	Portable Reference Electrode, flat, approx. 1-3/8" dia. X 6" long Manufacturer/Model No. _____	\$ _____	x 2 ea.	= \$ _____
6700405	2427	Portable Reference Electrode, flat, approx. 3" dia. x 5" long Manufacturer/Model No. _____	\$ _____	x 2 ea.	= \$ _____
6700405	2203	Permanent Underground Reference Electrodes - Copper/Copper Sulfate Manufacturer/Model No. _____	\$ _____	x 9 ea.	= \$ _____
6700405	2204	Permanent Underground Reference Electrodes - Silver/Silver Chloride Manufacturer/Model No. _____	\$ _____	x 9 ea.	= \$ _____
6700405	2429	5-Terminal Above Ground Test Station Manufacturer/Model No. _____	\$ _____	x 5 ea.	= \$ _____

Authorized Signature

Typed Name and Title of Authorized Signature

Typed Name of Company

(Continued through Page 19.)

CATHODIC PROTECTION SUPPLIES

PROPOSAL

<u>COMM.</u>	<u>P.N.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
6700405	2430	11-Terminal Above Ground Test Station Manufacturer/Model No. _____	\$ _____	x 2 ea.	= \$ _____
6700405	2207	At-Grade Test Station for Unpaved Surfaces Manufacturer/Model No. _____	\$ _____	x 4 ea.	= \$ _____
6700405	2431	At-Grade Test Station for Paved Surfaces Manufacturer/Model No. _____	\$ _____	x 2 ea.	= \$ _____
6700405	2432	Junction Box Test Station Manufacturer/Model No. _____	\$ _____	x 2 ea.	= \$ _____
6700405	2433	Test Station Bonding Straps Manufacturer/Model No. _____	\$ _____	x 10 ea.	= \$ _____
6700405	2211	Exothermic Weld Mold for tap connection of #4AWG stranded wire to 6" dia. and larger horizontal steel pipe (CAHAA-1L) Manufacturer/Model No. _____	\$ _____	x 2 ea.	= \$ _____

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Typed Name of Company

(Continued through Page 19.)

CATHODIC PROTECTION SUPPLIES

PROPOSAL

<u>COMM.</u>	<u>P.N.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
6700405	2212	Exothermic Weld Mold for tap connection of #8AWG through #12AWG stranded or solid wire to 6" dia. and larger horizontal steel pipe. (CAHAA-1G)	\$ _____	x 2 ea.	= \$ _____
Manufacturer/Model No. _____					
6700405	2213	Exothermic Weld Mold for tap connection of #4AWG stranded wire to 6" - 24" dia. horizontal cast iron pipe. (CAHBA 1L-PS)	\$ _____	x 2 ea.	= \$ _____
Manufacturer/Model No. _____					
6700405	2214	Exothermic Weld Mold for tap connection of #4AWG stranded wire to horizontal cast iron pipe larger than 24" dia. (CAHBA 1L)	\$ _____	x 2 ea.	= \$ _____
Manufacturer/Model No. _____					
6700405	2215	Exothermic Weld Mold for tap connection of #8 through #12 AWG stranded or solid wire to 6" - 24" dia. horizontal cast iron pipe. (CAHBA1G-PS)	\$ _____	x 2 ea.	= \$ _____
Manufacturer/Model No. _____					

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Typed Name of Company

(Continued through Page 19.)

CATHODIC PROTECTION SUPPLIES

PROPOSAL

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6700405	2216	Exothermic Weld Mold for tap connection of #8 through #12 AWG stranded or solid wire to horizontal cast iron pipe larger than 24" dia. (CAHBA-1G)	\$ _____	x 2 ea.	= \$ _____
Manufacturer/Model No. _____					
6700405	2434	Exothermic Weld Mold for through connection of #8 through #12 AWG stranded or solid wire to horizontal cast iron pipe 6" to 24" dia. (CAHEA-1G-PS)	\$ _____	x 2 ea.	= \$ _____
Manufacturer/Model No. _____					
6700405	2435	Basic weld metal for tap connection of #4AWG stranded through #12AWG stranded wire to steel pipe. (CA25)	\$ _____	x 10 ea.	= \$ _____
Manufacturer/Model No. _____					
6700405	2436	Basic weld metal for tap connection of #4 stranded wire to cast iron pipe. (CA45 XF19)	\$ _____	x 10 ea.	= \$ _____
Manufacturer/Model No. _____					
6700405	2437	Basic weld metal for tap connection of #8AWG through #12 AWG wire to cast iron pipe (CA25 XF19)	\$ _____	x 10 ea.	= \$ _____
Manufacturer/Model No. _____					

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Typed Name of Company

(Continued through Page 19.)

CATHODIC PROTECTION SUPPLIES

PROPOSAL

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6700405	2438	Basic weld metal for through connection of #8AWG through #12 AWG wire to cast iron pipe (CA32 XF19)	\$ _____	x 10 ea.	= \$ _____
Manufacturer/Model No. _____					
6700405	2135	Ignition Control Unit for Advanced Weld Metal (PLUSCU)	\$ _____	x 2 ea.	= \$ _____
Manufacturer/Model No. _____					
6700405	2439	Advanced weld metal for tap connection of #4 AWG stranded through #12 AWG stranded or solid wire to steel pipe. (CA15 PLUSF33)	\$ _____	x 200 ea.	= \$ _____
Manufacturer/Model No. _____					
6700405	2440	Advanced weld metal for tap connection of #4AWG stranded wire to cast iron pipe. (CA45 PLUS XF19)	\$ _____	x 20 ea.	= \$ _____
Manufacturer/Model No. _____					
6700405	2132	Advanced weld metal for tap connection of #8AWG stranded through #12AWG stranded or solid wire to cast iron pipe (CA25 PLUS XF19)	\$ _____	x 60 ea.	= \$ _____
Manufacturer/Model No. _____					

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Typed Name of Company

(Continued through Page 19.)

CATHODIC PROTECTION SUPPLIES

PROPOSAL

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6700405	2441	Advanced weld metal for through connection of #8AWG stranded through #12AWG stranded or solid wire to cast iron pipe (CA32 PLUS XF19) Manufacturer/Model No. _____	\$ _____	x 20 ea.	= \$ _____
6700405	2136	Adapter Sleeves (CAB1331H) Manufacturer/Model No. _____	\$ _____	x 100 ea.	= \$ _____
6700405	2442	Basic Weld Caps Manufacturer/Model No. _____	\$ _____	x 20 ea.	= \$ _____
6700405	2134	Primer for weld cap, 16oz. Spray Can Manufacturer/Model No. _____	\$ _____	x 10 ea.	= \$ _____
6700405	2227	Weld Cap with integrated primer Manufacturer/Model No. _____	\$ _____	x 150 ea.	= \$ _____
6700405	2444	Compression type terminal ring tongue connectors, #14 AWG stranded wire. Manufacturer/Model No. _____	\$ _____	x 100 ea.	= \$ _____

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(Continued through Page 19.)

PROPOSAL

CATHODIC PROTECTION SUPPLIES

<u>COMM.</u>	<u>P.N.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
6700405	2445	Compression type terminal ring tongue connectors, #12 AWG stranded wire. Manufacturer/Model No. _____	\$ _____	x 50 ea.	= \$ _____
6700405	2446	Compression type terminal ring tongue connectors, #12 solid wire. Manufacturer/Model No. _____	\$ _____	x 50 ea.	= \$ _____
6700405	2447	Compression type terminal lug connectors, #8 AWG stranded wire. Manufacturer/Model No. _____	\$ _____	x 50 ea.	= \$ _____
6700405	2448	Compression type terminal lug connectors, #4 AWG stranded wire. Manufacturer/Model No. _____	\$ _____	x 10 ea.	= \$ _____
6700405	2449	Compression type copper crimpits for 2/0 AWG stranded wire. Manufacturer/Model No. _____	\$ _____	x 10 ea.	= \$ _____
6700405	2576	Close Interval Survey Lead Wire spool Manufacturer/Model No. _____	\$ _____	x 1 ea.	= \$ _____

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(Continued through Page 19.)

CATHODIC PROTECTION SUPPLIES

PROPOSAL

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6700405	2577	Close Interval Portable half-cells Manufacturer/Model No. _____	\$ _____		1 ea.	= \$ _____	
6700405	2578	Close Interval Half-cell extension pole Manufacturer/Model No. _____	\$ _____		1 ea.	= \$ _____	
6700405	2579	Close Interval Wire dispenser replacement cable Manufacturer/Model No. _____	\$ _____		1 ea.	= \$ _____	
6700405	2580	Close Interval Half-cell replacement cables (pair) Manufacturer/Model No. _____	\$ _____		1 pair	= \$ _____	
6700405	2581	Epoxy Resin Inline Splice Kit Manufacturer/Model No. _____	\$ _____		5 ea.	= \$ _____	
6700405	2582	Epoxy Resin Wye Splice Kit Manufacturer/Model No. _____	\$ _____		1 ea.	= \$ _____	
6700405	2583	Elastomer Splicing Kit Manufacturer/Model No. _____	\$ _____		5 ea.	= \$ _____	

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Typed Name of Company

(Continued through Page 19.)

CATHODIC PROTECTION SUPPLIES

PROPOSAL

<u>COMM.</u>	<u>P.N.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	x	<u>EST. QTY.</u>	=	<u>TOTAL</u>
6700405	2584	Direct Bury Anode Splice Box Manufacturer/Model No. _____	\$ _____		10 ea.		\$ _____
6700405	2585	Direct Bury Splice Lug Manufacturer/Model No. _____	\$ _____		5 ea.		\$ _____
6700405	2586	Direct Bury Twist-on Splice Manufacturer/Model No. _____	\$ _____		20 ea.		\$ _____
6700405	2587	#2/0 AWG stranded copper wire, HMWPE, black Manufacturer/Model No. _____	\$ _____		100 LF		\$ _____
6700405	2588	#4 AWG stranded copper wire, HMWPE, black Manufacturer/Model No. _____	\$ _____		100 LF		\$ _____
6700405	2589	#8 AWG stranded copper wire, HMWPE, black Manufacturer/Model No. _____	\$ _____		100 LF		\$ _____
6700405	2590	#8 AWG stranded copper wire, THHN or THWN, blue Manufacturer/Model No. _____	\$ _____		100 LF		\$ _____
6700405	2130	#8 AWG stranded copper wire, THHN or THWN, red Manufacturer/Model No. _____	\$ _____		100 LF		\$ _____

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Typed Name and Title of Authorized Signature

Typed Name of Company

(Continued through Page 19.)

CATHODIC PROTECTION SUPPLIES

PROPOSAL

<u>COMM.</u>	<u>P.N.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
6700405	2591	#8 AWG stranded copper wire, THHN or THWN, green Manufacturer/Model No. _____	\$ _____	x 100 LF	= \$ _____
6700405	2252	#12 AWG stranded copper wire, THHN or THWN, black Manufacturer/Model No. _____	\$ _____	x 100 LF	= \$ _____
6700405	2592	#12 AWG stranded copper wire, THHN or THWN, blue Manufacturer/Model No. _____	\$ _____	x 100 LF	= \$ _____
6700405	2593	#12 AWG stranded copper wire, THHN or THWN, red Manufacturer/Model No. _____	\$ _____	x 100 LF	= \$ _____
6700405	2594	#12 AWG stranded copper wire, THHN or THWN, green Manufacturer/Model No. _____	\$ _____	x 100 LF	= \$ _____
6700405	2595	#12 AWG PVC stranded wire, black Manufacturer/Model No. _____	\$ _____	x 100 LF	= \$ _____
6700405	2596	#16 AWG PVC stranded wire, black Manufacturer/Model No. _____	\$ _____	x 100 LF	= \$ _____

Authorized Signature

Typed Name and Title of Authorized Signature

Typed Name of Company

(Continued through Page 19.)

CATHODIC PROTECTION SUPPLIES

PROPOSAL

<u>COMM.</u>	<u>P.N.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	x	<u>EST. QTY.</u>	=	<u>TOTAL</u>
6700405	2257	Bronze Ground Clamp, ½" - 1" size Manufacturer/Model No. _____	\$ _____		10 ea.		\$ _____
6700405	2597	Bronze Ground Clamp, 1-1/4" - 2" size Manufacturer/Model No. _____	\$ _____		10 ea.		\$ _____
6700405	2598	Rubber splicing tape, roll Manufacturer/Model No. _____	\$ _____		4 ea.		\$ _____
6700405	2599	Vinyl Electric Tape roll, black Manufacturer/Model No. _____	\$ _____		10 ea.		\$ _____
6700405	2600	Vinyl Electric Tape roll, white Manufacturer/Model No. _____	\$ _____		4 ea.		\$ _____
6700405	2634	Vinyl Electric Tape roll, blue Manufacturer/Model No. _____	\$ _____		10 ea.		\$ _____
6700405	2635	Vinyl Electric Tape roll, red Manufacturer/Model No. _____	\$ _____		10 ea.		\$ _____
6700405	2636	Vinyl Electric Tape roll, green Manufacturer/Model No. _____	\$ _____		10 ea.		\$ _____

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Typed Name of Company

(Continued through Page 19.)

CATHODIC PROTECTION SUPPLIES

PROPOSAL

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6700405	2637	Vinyl Electric Tape roll, yellow Manufacturer/Model No. _____	\$ _____		4 ea.		\$ _____
6700405	2265	Petroleum Wax Tape Primer Manufacturer/Model No. _____	\$ _____		8 Gal.		\$ _____
6700405	2266	Petroleum Wax Tape (6" wide) Manufacturer/Model No. _____	\$ _____		864 LF		\$ _____
6700405	2638	Anti-corrosion profiling mastic Manufacturer/Model No. _____	\$ _____		53 lb.		\$ _____
6700405	2639	Protective Overwrap for Wax Tape (6" wide) Manufacturer/Model No. _____	\$ _____		900 LF		\$ _____
6700405	2640	Prefabricated cold applied tape coating (6" wide) Manufacturer/Model No. _____	\$ _____		24 lb.		\$ _____
6700405	2641	Conventional Tracer Wire, #12 AWG with 30 mil HMWPE jacket Manufacturer/Model No. _____	\$ _____		500 LF		\$ _____

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Typed Name and Title of Authorized Signature

Typed Name of Company

(Continued through Page 19.)

CATHODIC PROTECTION SUPPLIES

PROPOSAL

<u>COMM.</u>	<u>P.N.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
6700405	2642	Reinforced Tracer Wire, #12 AWG copper clad with 45 mil HDPE jacket	\$ _____	x 500 LF	= \$ _____
		Manufacturer/Model No. _____			
6700405	2643	Tracer Wire Termination Box	\$ _____	x 6 ea.	= \$ _____
		Manufacturer/Model No. _____			
6700405	2644	Detectable Warning Tape - 3" Wide	\$ _____	x 1000 LF	= \$ _____
		Manufacturer/Model No. _____			
6700405	2645	Heavy Duty Test Clip	\$ _____	x 6 ea.	= \$ _____
		Manufacturer/Model No. _____			
6700405	2646	Test lead wire with 6 ft. coiled lead (red or black)	\$ _____	x 2 ea.	= \$ _____
		Manufacturer/Model No. _____			
6700405	2647	Portable half cell extension handle.	\$ _____	x 1 ea.	= \$ _____
		Manufacturer/Model No. _____			

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Typed Name of Company

(Continued through Page 19.)

CATHODIC PROTECTION SUPPLIES

PROPOSAL

<u>COMM.</u>	<u>P.N.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
6700405	2648	Split bolt connector, conductor range for equal main and tap 10 stranded - 12 solid, Blackburn Mechanical, Thomas & Betts Cat. # 9H	\$ _____	x 10 ea.	= \$ _____
		Manufacturer/Model No. _____			
6700405	2649	Test Cane, Farwest Corrosion Control Company Model TC-100 or MSES Consultants, Inc Model TC-100	\$ _____	x 1 ea.	= \$ _____
		Manufacturer/Model No. _____			

TOTAL BID PRICE \$ _____
(All Items)

GUARANTEED DELIVERY _____ CALENDAR DAYS AFTER RECEIPT OF ORDER

Authorized Signature

Typed Name and Title of Authorized Signature

Typed Name of Company

(Continued through Page 19.)
PROPOSAL

CATHODIC PROTECTION SUPPLIES

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

City State Zip Code

Telephone & Fax Nos. Federal Employer ID No.

E-mail Address of Company Employee authorized to receive Contract Award/ & Extensions

Date:

.....
ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

CATHODIC PROTECTION SUPPLIES

Contract No. 115500 Contract Term: _____

Purchasing Agent

Date

CATHODIC PROTECTION SUPPLIES

SPECIFICATIONS

APPENDIX "A"

NON-OFFICIAL SPEC
DO NOT USE TO BID

CATHODIC PROTECTION SUPPLIES

SPECIFICATIONS

1. Portable Reference Electrodes

Portable reference electrodes shall be copper-copper/sulfate half cells, size as specified. Electrodes shall be furnished with a replaceable flat CPT porous plug, high purity copper rod and copper-sulfate crystals, housed in a plastic body furnished with see through window. Portable reference electrodes shall be as manufactured by M.C. Miller Co., Tinker & Rasor or approved equal.

2. Permanent Underground Reference Electrodes

Reference electrodes shall be saturated gelled copper/copper sulfate or silver/silver chloride, as specified. Gel shall be contained in a PVC housing pre-packaged for direct burial soil applications. The reference electrodes shall come pre-packaged in a permeable cloth bag containing a low resistance backfill mix to retain moisture and minimize migration of contaminants from the surrounding soil. Stability shall be +/- 5mV, with a current drain of 0.01 micro-amperes at continuous operation and shall have a minimum design life of 30 years. Reference electrodes shall be supplied with 50 feet of #14 AWG stranded copper wire with red HMWPE insulation, Model UL, Longlife Underground Reference Electrode by Electrochemical Devices, Inc., or approved equal.

3. Test Stations

- 3.1 Five Terminal Standard above ground test stations shall be post mounted, furnished with a 3-inch diameter by 6-foot long polyethylene post, a terminal board, blue polycarbonate top section and bottom soil anchor. Hardware on terminal board shall be nickel plated brass. Big Fink test station as manufactured by Cott or approved equal.
- 3.2 Eleven Terminal Standard above ground test stations shall have cast aluminum box and cover capable of slip mounting on a 3" PVC pipe. Hardware on terminal board shall be nickel plated brass. Testox Series 2000 test station as manufactured by Gerome Electric, Inc.
- 3.3 At-Grade Test Station for unpaved surfaces shall be 2 feet long, have a shaft size of 6-inches, body made of ABS plastic, flared at the bottom, with cast iron rim and flush fit drop-turn locking lid with the words "WATER TEST" OR "CP TEST" cast on top of lid. A non-conductive terminal board designed for a minimum of seven stainless steel terminal connections shall be furnished that attaches to the inside of the lid. Style P5B668DT24CPT7T as manufactured by Bingham and Taylor, or approved equal.
- 3.4 At-Grade Test Station for paved surfaces shall be 7-inch diameter cast iron valve box, screw type with arched base with the word "WATER" cast on top of lid. A non-conductive terminal board designed for a minimum of five stainless steel terminal connections shall be furnished. Style 900 valve box, as manufactured by Bingham and Taylor, or approved equal.
- 3.5 Junction Box Test Stations shall be a NEMA Type 4X enclosure made from high-impact strength fiberglass. The door shall have a stainless steel hinge and

CATHODIC PROTECTION SUPPLIES

lockable latch with a neoprene gasket. Size shall be 12" x 10" x 5" and shall have 14 solid copper terminals with lug sizes ranging between #14 and #2 AWG. Corpro Type C Standard Reference Cell Junction Box or approved equal.

- 3.5 Test station bonding straps shall be nickel plated copper used to short out two terminals in a test station.

4. Exothermic Weld Molds

Standard Weld Mold with frame shall be a semi-permanent graphite mold with handle for use in welding stranded and solid copper wires to horizontal surfaces on cast iron, ductile iron and steel pipe ranging between 6-inches and 42-inches in diameter. Molds shall be capable of use for at least 50 welds. Welding system to conform to ANSI B31.8-1982. Cadweld molds as manufactured by Erico or approved equal. Pipe Size (PS) to be specified at time of order.

5. Weld Metal

- 5.1 Basic weld metal shall be a mixture of copper oxide and aluminum, packaged in plastic tubes. Each tube contains the starting powder at the bottom of the tube with the weld metal on top and metal disk. Weld metal shall be used for thermite welding copper wire to steel, cast iron and ductile iron water mains and shall be compatible for use with the specified weld mold. Cadweld CA15, CA25XF-19, CA45XF-19, 25XF-19, CA32XF-19 and 45XF-19 weld metals or approved equal.
- 5.2 Advanced weld metal ignition control unit shall be a battery operated, hand-held unit with a 6-foot control lead that attaches to the ignition strip of the specified advanced weld metal cup. Cadweld Plus Control Unit or approved equal.
- 5.3 Advanced weld metal shall consist of a tamper proof, disposable, moisture resistant, self-contained weld metal package consisting of a steel cup containing weld metal alloys, metal disk and ignition source. It shall be designed for use in the specified weld mold using specified battery powered ignition control unit. Cadweld Plus CA15PLUSF33, CA25PLUSXF19, CA45PLUSXF19, 25 PLUSXF-19, CA32 PLUS XF19 or 45PLUSXF-19 or approved equal.

6. Adapter Sleeves

Sleeves used for building up the size of small conductors when thermite welding them to pipe. Cadweld CAB-133-1H or approved equal.

7. Weld Caps and Primer

- 7.1 Basic thermite weld caps shall be prefabricated weld caps with coating and suitable primer. Handy Cap weld caps by Royston and Royston Primer 707 or approved equals.
- 7.2 Weld caps with integrated primer shall be Handy Cap IP as manufactured by Royston or approved equal.

CATHODIC PROTECTION SUPPLIES

8. Wire Connectors

- 8.1 Compression type terminal connectors shall be one piece, tin-plated copper crimp-on lug or ring tongue connectors for specified wire size, as manufactured by FCI-Burndy, or approved equal.
- 8.2 Crimpit type wire splice materials shall be copper compression, as manufactured by FCI-Burndy, or approved equal.

9. Close Interval Survey Supplies and Replacement Parts

- 9.1 Close interval survey lead wire shall be disposable #32 AWG, made from pure copper and coated with a varnish to prevent oxidation. The wire shall be supplied on spools in lengths of approximately one and one-quarter (1.25) miles. Wire shall be compatible for use with Cath-Tech Hexcorder Graphica (CIPS) close interval survey instrument. Cath-Tech Part # CTL-0501 or approved equal.
- 9.2 Portable copper-copper sulfate half cell with cone tip, compatible for use with Cath-Tech Hexcorder Graphica (CIPS) close interval survey instrument. Cath-Tech Part # CTL-0204 or approved equal.
- 9.3 Half Cell extension pole c/w switch and bulkhead connector for Cath-Tech Hexcorder Graphica (CIPS) close interval survey instrument. Cath-Tech part # CTL-0201 or approved equal.
- 9.4 Replacement cable for wire dispenser to Cath-Tech Hexcorder Graphica (CIPS) close interval survey instrument. Cath-Tech part # CTL-0106 or approved equal.
- 9.5 Replacement cables (pair) for half cell to Cath-Tech Hexcorder Graphica (CIPS) close interval survey instrument. Cath-Tech part # CTL-0211 or approved equal.

10. Epoxy Resin Splicing Kit

Epoxy resin wire splicing kits shall be packaged with all materials necessary for encapsulating wire connections to provide total electrical insulation. Two part epoxy resin shall be packaged in a mixing pouch suitable for field installations. Also included in each kit shall be molded plastic forms and electrical insulating tape. 3M Scotchcast Resin Splicing Kit, 82-A Series for inline splices and 90-B for wye splices, or approved equal.

11. Elastomer Splicing Kit

SpliceRight elastomer splicing system by Royston or approved equal.

12. Direct Bury Anode Splice Box

Dryconn Visilock with SmartGel #98010 by King Innovation or approved equal.

13. Direct Bury Splice Lug

Dryconn Direct Bury Lug - Aqua #90220 by King Innovation or approved equal.

CATHODIC PROTECTION SUPPLIES

14. Direct Bury Twist-On Splice with Strain Relief

Dryconn DBSR Aqua #63650 by King Innovation or approved equal.

15. Wire

15.1 #2/0 AWG stranded copper wire, HMWPE, black.

15.2 #4 AWG stranded copper wire, HMWPE, black.

15.3 #8 AWG stranded copper wire, THHN or THWN. Jacket color as specified.

15.4 #8 AWG stranded copper wire, HMWPE, black.

15.5 #12 AWG stranded copper wire, THHN or THWN. Jacket color as specified.

15.6 #12 AWG, #16 PVC stranded wire, jacket color as specified.

16. Bronze Ground Clamp

Ground clamps for attaching anode lead wires to copper tubing shall be U.L. Rated for direct burial with bronze body and bronze screws, as manufactured by Garvin Industries or approved equal.

17. Electrical Tape

17.1 Rubber splicing tape shall be 3/4" wide, 22 ft. rolls, Temflex Rubber Splicing Tape 2155 by 3M or approved equal.

17.2 Colored vinyl electrical tape shall be 7 mil premium grade electrical vinyl tape. 1/2-inch wide, 20 ft. rolls, colors red, green, blue, black and white. Scotch vinyl electrical color coding tape 35 or approved equal.

18. Petroleum Wax Tape Coat System

Petroleum wax tape coating system shall conform to AWWA C217 and be composed of synthetic fabric, saturated with a petroleum wax, plasticizers and corrosion inhibitors for underground installation. Wax tape coating system shall consist of primer paste, 70 mil petroleum wax tape (6-inch width), anti-corrosive moldable mastic filler material and protective overwrap tape. Wax Tape Primer, #1 Wax Tape, Fill-Pro PM-GP profiling mastic and Guard Wrap, as manufactured by the Trenton Corporation or approved equal.

19. Prefabricated Cold Applied Tape Coating

Prefabricated cold applied tape coating for below grade application shall be 65 mil with 3 mil polyethylene backing and 62 mils of adhesive, Tapecoat T-Tape GPE, or approved equal.

CATHODIC PROTECTION SUPPLIES

20. Tracer Wire

20.1 Conventional tracer wire shall be #12 AWG solid copper wire, with minimum 30 mil blue high molecular weight polyethylene (HMWPE) insulation jacket, as manufactured by Kris-Tech Wire Company, or approved equal.

20.1 Reinforced tracer wire shall be #12 AWG solid copper clad steel core, 1150 pound average tensile break load minimum with minimum 45 mil blue high density polyethylene (HDPE) insulation jacket, Soloshot Extra High Strength, as manufactured by Copperhead Industries, LLC, or approved equal.

21. Tracer Wire Termination Box

Shall be 4" shaft cathodic protection test box Style P445 DT Test as manufactured by Bingham & Taylor or approved equal. Termination box shall be 4 feet long, cast iron rim and lid, ABS plastic body with flared base. Lid shall be drop turn locking style with words "WATER TEST" cast on top of lid. Non conductive terminal board designed for a minimum of two (2) stainless steel terminal connections shall be attached to the inside of the lid.

22. Detectable Warning Tape

Detectable warning tape shall be designed to warn, protect, identify and locate underground utility lines. Tape shall be a tri-layer laminate consisting of a printed film, solid foil core and clear encapsulating film. Overall thickness of tape shall be 5.0 mil minimum. Width shall be as noted. Tape shall be blue with lettering "Caution Water Line Buried Below". Sentry Line Detectable warning tape as manufactured by Terra Tape or approved equal

23. Test Clip

Test clip shall be jaw opening 40 amp min. heavy duty steel or copper test clip with crimp, spring and screw mount connection. 3/4" min. jaw opening and 2-3/4" min. clip length. Mueller No. 25 Clip or approved equal.

24. Test Lead Wire

Test lead wire shall have coiled black or red wire, 6 ft. long with one banana plug end and one alligator clip end. M.C. Miller Cat. No. 32906R (red) and 32906B (black) or approved equal. Desired color to be stated on order.

25. Half Cell Extension Handle

Portable half cell reference electrode extension handle shall be 3 ft. long, as manufactured by Tinker & Razor or approved equal.

26. Split Bolt Connector

CATHODIC PROTECTION SUPPLIES

Bronze split bolt connector with conductor range for equal main and tap sizes of 10 stranded to 12 solid. Blackburn Mechanical, Thomas & Betts Cat. # 9H or approved equal.

27. Test Cane

Test cane shall be manufactured of aluminum tubing with instrument mounting bracket, Pflueger Model 1595 ½ RC single-action reel, 100 ft. minimum of #22 AWG 7/30 tinned copper with 0.015 inch minimum average thick PVC coated wire, ¼-20 female threaded connector compatible with most half cell reference electrodes and one 7/16-inch nut driver mounted on cane. MSES Consultants, Inc Model TC-100, Farwest Corrosion Control Company Model TC-100, or approved equal.

NON-OFFICIAL SPEC
DO NOT USE TO BID



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.