City of Rochester

Bureau of Purchasing
City Hall Room 105 A, 30 Church Street
Rochester, New York 14614-1290
www.cityofrochester.gov

_____
PRINTED NAME OF BIDDER

ADVANCED DISASTER MANAGEMENT SIMULATOR (ADMS) SYSTEM AND INSTALLATION

Invitation to Bid No. 426520 Issued: March 16, 2015

PURCHASING BUREAU CONTACT: Tymothi Howard, Sr. Purchaser, 585-428-7041

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

BID OPENING: Tuesday, March 31, 2015, 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: ONE TIME BUY WITH TERM PRICING

Bid Deposit Requirement: NONE

Performance Security Requirement: NONE

Insurance Requirement: YES

Samples Requirement: UPON REQUEST

Descriptive Literature/Technical Data Requirement: WITH BID

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.

ADVANCED DISASTER MANAGEMENT SIMULATOR (ADMS) SYSTEM AND INSTALLATION

1. SCOPE

1.1 It is the intent of the City of Rochester to purchase an Advanced Disaster Management Simulator (ADMS) system, including installation, for the City of Rochester. The specified system is the Environmental Tectonics Corporation ADMS.

1.2 Bidder shall provide a virtual reality simulation training system that allows for training multi-agency response teams, vehicle commanders, incident commanders and instructors in relevant scenarios including fire, rescue, hazardous materials situations, vehicle accidents, aircraft accidents, and disasters.

2. MANUFACTURERS

2.1 The manufacturers cited in this specification are used to establish the minimum acceptable standards for these items. Design, functionality and performance characteristics must be equal to or better than that of the specified system. Items of other manufacturers which meet or exceed the specifications will be considered as alternates.

2.2 Bids based on alternate manufacturers must be clearly identified as such, and bidders should include full product descriptions, drawings or photos, specifications and list of users for references with their bid.

2.3 In the event that an apparent low bidder proposes an alternate, the burden of proof to demonstrate equivalency shall rest entirely with the bidder. The bidder will be required to demonstrate equivalency by samples and literature and must demonstrate the ability of the proposed system to meet or exceed these specifications.

2.4 Each bidder must provide at least three (3) references for systems in place and operational. The City reserves the right to request additional references, and to use information provided by references to determine if a proposed system meets or exceeds these specifications.

3. DESCRIPTIVE LITERATURE

3.1 Complete descriptive literature and/or technical information for the items/systems offered must be submitted with the bid. Samples may be required upon written request.

3.2 Failure to submit required samples or technical information may be cause for rejection of bid.

4. METHOD OF AWARD

4.1 Award will be made to a responsive and responsible bidder based upon the Total Bid Price for the system.

4.2 The City reserves the right to factor in bid prices for Optional Incident Location software, Field Unit stations and Extended Warranty in determining the overall lowest cost to the City, and to make the award on that basis.

4.3 The City reserves the right to reject any bid where the prices for any of the items listed are unbalanced or are not consistent with the current marketplace.

4.3 Bidders must include all reasonable and necessary transportation, shipping, handling delivery and installation charges in their bid.

5. TERM OF CONTRACT

5.1 This is a One Time Buy contract for the initial base system. However, by submitting a bid, vendor warrants that the vendor will honor the prices in the bid for any and all items and services bid for one (1) year from the date of installation and acceptance of the initial system. This is intended to provide the City with the flexibility to purchase additional items or services specified during the additional one (1) year period, at prices bid.

5.2 The vendor agrees to provide system items and/or services for a minimum of five (5) years from the date of installation and acceptance of the initial base system. The City reserves the right to negotiate prices for the additional items/services purchased after the initial one (1) year period stated in Section 5.1.

6. DELIVERY

6.1 All deliveries shall be FOB Destination to a location in or immediately adjacent to the City to a location designated by an authorized representative of the Rochester Fire Department. The site to be provided will be furnished as a training site with high speed internet connection, power and power outlets and an environment suitable for electronic equipment.

6.2 Delivery and installation of the initial base system is to be made within thirty (30) days after receipt of the authorizing purchase order. Delivery, and if required installation of any other items/services ordered is to be within fourteen (14) days after the receipt of an authorizing purchase order.

6.3 If these times cannot be met, the bidder shall state on the Proposal Page the period of time in which guaranteed delivery under this contract will be made.

6.4 The City of Rochester reserves the right to reject any bid where the guaranteed delivery time is deemed unacceptable.

6.5 Payment shall be made in full at one time upon final acceptance of the completed base system as specified and submittal of a standard company invoice.

7. QUANTITIES

7.1 The quantities shown on the Proposal are estimates only and based on anticipated usage.

7.2 For items where the estimated usage is one or undetermined, the estimated quantity is indicated as "1".

7.3 The City can make no guarantee of actual quantities required.

7.3.1 Actual quantities shall be as shown on an authorizing purchase order. The City will not pay for items and/or services delivered but not authorized by a purchase order.

7.3.2 The contractor must guarantee the price quoted regardless of actual quantity ordered.

8. NON-SPECIFIED ITEMS

8.1 The City reserves the right to negotiate prices with and order from the contract vendor items which are comparable to and/or complement the items specified herein.

8.2 The contract vendor will be required to submit a written quote to the Office of the Purchasing Agent for proper authorization and/or approval.

8.3 Items supplied or services rendered without the prior consent of the Purchasing Agent or his designee will not be paid for by the City.

8.4 Items approved during the contract term may be added to the contract.

9. PREVAILING WAGE RATES & PERMIT PAYMENTS

9.1 The contractor must pay wages and benefits required by New York State wage rates for the trades used for any work associated with installing this equipment, if required. Certified payrolls must be provided to the City to verify this requirement has been met prior to the City approving payment for installation work.

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

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

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

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

9.6 The contractor shall be responsible for obtaining and paying for any permits required to furnish and install this equipment.

10. WARRANTIES AND GUARANTEES

10.1 The contractor will honor all manufacturer's warranties and/or guarantees, either expressed or implied.

10.2 The contractor shall provide standard a one (1) year warranty Total Support Plan for ADMS hardware and software delivered by the contractor as part of the base pricing for the initial system. The warranty consists of parts and labor for ADMS hardware and ADMS software support. In the event of a system error, the City shall contact the contractor. The contractor shall respond within one business day with an online diagnosis and servicing of the system via a customer-supplied high speed Internet connection. In the event the system error cannot be resolved via remote access, the computer and/or components will be shipped to contractor at the contractor's cost, or the contractor shall provide for the maintenance to be provide at the City site. The contractor shall ship a replacement or repaired ADMS computer or components to the City at the contractor's cost. Consumables, such as projector bulbs, shall be excluded from this warranty.

10.3 The Total Support Plan will also include as part of the fixed price provision of one (1) new incident location per year and one (1) annual inspection and maintenance.

10.3 The contractor shall also offer a Total Support Plan after the initial one year warranty period. The cost of the Plan will be as shown on the Proposal.

10.4 The bidder must include all warranties and guarantees offered as part of their bid. The City reserves the right to reject any bid where the warrantees and guarantees are not acceptable to the City.

11. SPECIFICATIONS

For purposes of bidding, all items referenced below are taken from the Environmental Tectonics Corporation (ETC). Items of other manufacturers which meet or exceed the specifications will be considered as alternates. The price of the base system bid will include all items referenced in this Section.

11.1 OVERALL SYSTEM REQUIREMENTS

FUNCTIONAL REQUIREMENTS

The training system should incorporate the following functionality:

- Produce a high-level of IMMERSIVENESS AND BELIEF, where trainees feel as if they are in the actual situation, and experience the on-scene stress that they would feel at an actual emergency, allowing for the most field-like decisions to be made. This consists of high-fidelity visual environments, incident locations, resources, and people; directional sound; high resolution visual display system with a sufficient frame rate of the simulation to show a smooth image to the trainees; the ability to give real world commands (good or

bad); correct execution of tasks; see the real-time consequences of their decisions and implement corrective actions to redefine the outcome of their decisions.

- Be REALITY-BASED, where all features are based on real-world timing, including accurate vehicle deployment times based on traffic and route, real-time execution of tasks by responders, evacuations from buildings, deterioration of injuries if not treated in a timely manner, and the use of fire fighting agents. The complete range of rescue and fire fighting activities should be correctly simulated, including deployment of hoses, use of personal protective clothing/equipment, climbing ladders, walking up/down staircases, cutting holes in roofs, extricating people from cars, covering spills with foam, covering up sewers, rescuing people by ladder truck, blocking a road that automatically stops traffic, etc.
- Be NON-SCRIPTED AND OPEN-ENDED, with no pre-determined outcomes: actions and results taking place in the simulation should be based solely on the trainees; decisions (right or wrong). On-the-fly injects during a training exercise by training staff should be possible, keeping the simulation capability intact.
- Have embedded PHYSICS-BASED simulation, enabling the correct growth and spread of fire, smoke, gas clouds, spills, leaks and other elements as they would in the real world, including realistically reacting to variables such as wind speed, wind direction, and agent application This should include accurate simulation of correct volume capacity of hoses and hydrants, agent usage and effects for firefighting and cooling.
- Have embedded ARTIFICIAL INTELLIGENCE in the simulation, governing the movement and patterns of traffic, people, response vehicles and responders, with behavior and reactions consistent with those expected at a live incident. This also includes the impact that threats, variable conditions and trainees' decisions have on the medical condition of the casualties, and the traffic patterns navigating road blocks and traffic congestion. Be able to simulate in a real-time scenario a minimum of 50 response vehicles with a minimum of 150 responders + crowds of minimum 500 people + a minimum of 100 moving vehicles.
- Allow a realistic level of INTERACTIVITY, where trainees improve their skills with a simulation that gives them the same immediate feedback they would experience in the real world.
- Be able to support full MULTI-AGENCY participation, so that all emergency management organizations train together, including Fire, Rescue, Police, Law Enforcement, HAZMAT, Medical Response, etc.
- Be MULTI-LEVEL, so that all levels of personnel (Strategic, Operational and Tactical) are trained either together or separately.
- Be MULTI-VIEW, where the visual scene is shown from the various participating trainee's point of view, as well as views from security cameras, vehicles, helicopter, etc.
- Allow USER-CREATED exercises, where training staff is able to create, modify, and save scenarios. Training staff should also be able to create scenarios by adding elements from a virtual asset library either as a pre-set or an on-the-fly inject. The ability to specify variables including HAZMAT materials and the corresponding placards / markings, weather conditions, time of day, availability and type of available resources, should be included.
- Include QUANTIFIABLE scoring, where the system automatically scores the trainees on defined objectives, as well as allowing for instructors to input their observations.
- Have the capability of incorporating CUSTOMIZED curriculum, observation and scoring which can be modified for each scenario to meet changing training objectives, operational procedures, or observation and scoring requirements.
- Be able to support COURSEWARE, where training instructors can export media clips (videos and pictures) to support training.
- Allow support training staff to create, edit, and save an integrated TRAINING GUIDE, which prompts staff with procedural and curriculum guidance.

- Allow support training staff to create, edit, save, and control an integrated MASTER SCENARIO EVENT LIST including time- and trigger-based events.
- System should include an EVENT MARKER TOOL to mark on the time line and comment any event during training for after action review exercise playback.
- Present detailed AFTER ACTION REVIEWS, allowing instructors to completely replay an exercise, view from any perspective, and pause and re-start. In addition, a detailed, time-stamped action list should be output for each exercise, describing the scenario events and the actions that the trainees initiated.
- Be able to be LOCALIZED, where the visual environment and the vehicles and personnel are customized to match the local situation.
- Be EXPANDABLE, so that additional stations and new environments/models/scenarios can be added at any time.
- Be capable of integrating multiple types of INPUT CONTROLS for realistic training and input into the exercise, such as driving controls, etc.
- Have an established track record, having been delivered to customers in the U.S. for at least five (5) years.

TECHNICAL REQUIREMENTS

- The simulation system must be flexible in set-up, and should allow for individual, classroom, team, and command post training.
- The simulation system must provide scenarios that allow realistic training for first responders, officers, incident commanders, incident command teams, and command post staff.
- The simulation system must allow supporting command post level training and exercises for fire fighters, vehicle commanders, fire officers, incident commanders, and instructors.
- The simulation system must produce a high-level of reality and belief, where trainees feel as if they are in the actual situation, and experience the on-scene stress that they would feel at an actual emergency, allowing for the most field-like decisions to be made. This requires high-fidelity visual environments, incident locations, resources, and people; directional sound; high resolution visual display system; the ability to give real world commands; correct execution of tasks; see the real-time consequences of their decisions and implement corrective actions to redefine the outcome of their decisions. The incident scenarios must be open-ended and interactive, and react to the decisions of the trainees.
- Trainees should be able to walk around the scene and into buildings by use of a joystick. Collision detection embedded in the simulation must prevent that trainees walk through objects, walls, cars, etc.
- The simulation system must run in real-time. Vehicles should be stationed at staging areas located in the virtual world, and can turn out from there to the scene via a selected route. The time to the incident depends on the route and traffic. On the way to the incident the commander will have an out-the-window view, and can see the street, traffic, and development of the incident, i.e., smoke when there is a fire. Crews must execute actions in real-time.
- The simulation system must allow training staff to create new scenarios by selecting the incident location, fires, hazardous materials, explosions, spills, leaks, hazmat signs, cars, trucks, casualties, crowds, fire trucks, police cars, ambulances, etc. Training staff must be able to save, edit and rename exercise scenarios. It should be possible to save created exercises on an external drive and transfer these to the other stations.
- Minimum required incident locations are:
    - Three-story multi-purpose building
    - Shopping mall
    - Industrial warehouse

  - Underground tunnel with two tubes each with 2 lanes
  - Railway station
  - Fuel station
  - Chemical factory with fuel tanks
  - Residential area
  - Canal and lake
  - City Park
  - Airport
  - Seaport
  - Highway
  - Residential House
  - Countryside environment
- The simulation system must include a minimum of 70 resources with a minimum of 150 crew stationed at a minimum of 3 emergency response stations. The instructor must be able to determine the location of the resources at the start of an exercise. The resources must be fully functional and represent the local situation, such as Fire Truck, Ladder Truck, Rescue Vehicle, Airport Fire Truck, Decontamination Tents, Triage Tents, Fire Officer Car, Command Post, Ambulance, Police car.
- The simulation system must have an observation and scoring system. The observation system should allow the training staff to input their observations during the training exercise. The scoring system should include a pass/no pass selection by the instructor during the exercise, as well as system-generated Objective information about the trainee's performance. Combining these two sets of scores, one Subjective and one Objective, will determine the final results. The results should be able to be printed for trainee record keeping purposes and/or saved digitally on a USB-device directly from the system. Instructional staff should be able to tailor the observation items and ratings per observation item to correspond with their curriculum and scoring methodology.
- The system must have an after action review capability that records the exercise to support de-briefing. In the playback mode, it should be possible to start, pause or stop the exercise to review and analyze the incident and the response activities from any point of view, including a birds-eye perspective.
- Instructors must be able to operate the system by a user-friendly graphical user interface with menu selection, map selection, and drag and drop capability.
- The simulation system must allow presenting a 2D map and 3D image to the training staff for controlling and running the exercise. Deployment of the resources must be possible by drop down menu and map.
- The simulation system must allow training staff to create screenshots and videos from the scenes and save these on an external drive, to be used for courseware such as PowerPoint presentations.
- The simulation system should include modes to deploy resources in real-time and in table top mode. In real-time mode the vehicles should drive from the emergency response stations to the incident scene. In table-top mode the vehicles must be deployed instantly. It should be possible to switch between real-time and table top mode - and back - during an exercise.
- The simulation must include moving traffic with embedded artificial intelligence that can be influenced by actions of the trainees. Traffic will stop when roads are blocked. If roads are not blocked correctly, traffic should bypass the roadblock.
- Trainees must be able to walk around in the 3D environment by use of joystick, and view the situation. Trainees should also be able to select certain functions such as binocular and triage via the joystick.
- Trainees in the role of commander must be able to step in and out of their vehicle, and drive their vehicle by joystick in the 3D environment.
- The simulation system must include weather conditions that affect the fire, smoke, and

hazardous material plumes based on a physics-based dispersion model. Training staff should be able to select wind direction, wind speed, rain, snow, and selection of cloud cover. When changing wind direction during an exercise, the, effect of the change of smoke direction should be gradual (not instant change). The system must also include setting the time of day. Time of day will allow setting day/dusk/night time conditions. When the exercise is in progress, the time changes in real-time, including day/dusk/night conditions. The simulation must include several weather conditions. For example the clouds in the sky must react to wind speed and direction.

- The simulation system must provide artificially intelligent vehicles and crews. A minimum of 70 emergency response vehicles with a minimum of 150 interactive virtual crews should be included. Water tenders will carry agents like water and can connect to hydrants. Water consumption will be based on type of hose and the fire fighting action. Vehicles can run out of water. Crews will be part of each vehicle, and will drive with the vehicle from the fire station to the incident. On the way the commander can decide to don breathing apparatus. The crews should execute actions in real-time. Crews must be able to wear personal protective clothing, run hoses, fight fires, rescue people, place and climb ladders, rescue by turntable ladder, deploy lights, walk inside buildings, extricate people from vehicles, cover spills, etc.
- The simulation system must include casualties that can be selected in the scenario. Training staff can select casualties in the triage categories T1, T2, T3 or T4. When triage is performed casualties should show a triage card. Casualties can be taken by crews to a casualty collection point or treatment tent, and from there transported by ambulance, bus, or medical helicopter and delivered to a hospital.
- The simulation system must allow the instructor to select the age and gender of the casualty or bystanders.
- The simulation system must show realistic effects of facility and object evacuation, fire fighting and rescue actions. Fires must respond correctly to fire fighting actions. The fire fighting agents should look and behave realistically. Water and foam streams should splash when hitting, for example, a wall, car, or object. Spills should grow dynamically if the leak is not stopped. When extinguishment is effective also the effect of steaming should be simulated automatically by the system.
- The simulation of dispersion of the chemical clouds and spills, fires and smoke must be based on physics-based simulation and respond to terrain slopes, wind speed and wind direction.
- The simulation of backdraft and flashover in a residential fire must be based on physics
- The simulation must include the in-screen display of hazardous materials meters. The readings displayed on the various meters should be calculated based on the physics-based simulation and hazardous plume settings by the instructor.
- The simulation must include the in-screen display of the correction air consumption of firefighters and alert the trainee when their air supply is running low.
- The simulation must allow for firefighting without the interference of the facillitator
- The simulation system must have collision detection for vehicles, people, and fire fighting agents. Vehicles and people should not collide, or drive/walk through other objects by using embedded artificial intelligence.
- The simulation must include directional sounds emanating from people, hazards, and traffic.
- The system must include a Library with 3D elements for unlimited scenario flexibility. It must be possible to place the objects from the 3D library into the virtual environment to create scenarios. Training staff should have the ability to create new situations and incidents at predefined incident locations in the virtual environment. The predefined area should consist of approximately a 200 m radius-area around each incident location. This capability should allow the user to select the incident location and construct new scenarios. The 3D objects must include cars, tanker trucks, trains, busses, barrels,

containers, people, casualties, chemical plant sections, aircraft, helicopters, spills, fires, plumes, building signs, dirty bombs, radiological sources, and piles of debris/bricks/tires, fences, cones that have specific settings and functionality. The 3D objects can be placed by clicking on the map and positioning the objects at the location needed. Multiple quantities of the same objects should be able to be inserted into the scenario, for example, to create a fence line. The created scenario should then be able to be named, saved, opened, and re-edited at any time. The objects should also be able to be added on-the-fly at any time during an exercise. We require two types of objects: static props for creating a visual scene (like pile of sand) and active props with embedded artificial intelligence, anti-collision, and physics-based simulation capabilities (like a car that can burn and its' associated passengers/casualties), and aircraft engine affecting the engine fire and simulation of flames.

- The system should be expandable with multiple stations.
- The system should be expandable with an augmented reality fire hose training system
- The system should be able to be expanded with vehicle driving capabilities including steering wheel and pedals.
- The system should be expandable with turret controls for Aircraft Rescue Fire Fighting.
- The system should be expandable to incorporate 180 degrees curved projection display systems.
- The frame refresh rate should be a minimum of 30 frames per second.

HARDWARE REQUIREMENTS

- Each station should consist of a desktop computer, a wall mounted visual monitor for displaying the 3D scene, a monitor on a stand for displaying the 2D map, a joystick, a mouse, and a sound system. The resolution for monitors should be HD 1920 x 1080.
- Example minimal specifications for the computers are:
    - Core i7 quad core
    - 8GB memory
    - 240GB
    - 4GB video card
    - HDMI and/or DVI visual display output
    - Linux operating system

OTHER REQUIREMENTS

- The vendor must demonstrate fire, road traffic accident, and dirty bomb scenarios during presentation as part of the tender process.
- The vendor must demonstrate that the simulation has embedded physics-based simulation effects, anti-collision detection, automated way-finding, and artificial intelligence.
- The system must be a proven true simulation system, no prototypes / videobased / digital animation / vizualisation systems are allowed.
- The vendor must have in-house engineering, programming, virtual reality environment, resource modeling, and user-training capability with an established track record of delivering simulation training systems for similar purposes for at least five (5) years.
- The vendor should offer a 4 day training course for total of 6 instructors and facilitators on how to operate the system and how to use it in training.
- The vendor should offer a plan to keep the system up-to-date and maintained.
- The vendor should deliver 3 copies of a quick reference operations manual.
- The vendor should offer user group meetings to share best practices of the system.
- The supplier must be the Original Equipment Manufacturer (OEM) of the simulation software.
- The supplier must be ISO9001-2008 certified.

- The supplier must have a proven track record with delivery and servicing of similar systems.
- One (1) year warranty for the complete system should be included.
- The simulation system shall be provided with a permanent license, no additional license fees are applicable.
- The vendor must provide contact information for at least three (3) reference customers in the United States similar in size and scope to the City of Rochester
- The vendor must have a local support office in the United States and be able to respond with technical support within 4 hours during office times.
- The vendor must be able to have company technicians on-site in Rochester within seventy-two (72) hours if requested by the City.

11.2 SOFTWARE AND HARDWARE TO BE INCLUDED IN THE BASE BID PRICE PROPOSAL

OVERALL SYSTEM REQUIREMENTS:

1. ADMS-COMMAND Installed Simulator Suite, consisting of:

   a. Exercise Control Station for preparing and running the exercise by the Training Staff.

   b. Incident Command Station for generating the visuals and sounds to the Incident Commander.

   c. Three (3) Field Unit Stations for generating the visuals and sounds to other involved Field Unit Commanders or Units.
   d. One (1) Viewing Gallery Monitor

2. Manuals, Shipment/Delivery, Set-up, Training and Warranty

3. Total Support Plan for one (1) year.

HARDWARE CONFIGURATION REQUIREMENTS

INSTALLED EXERCISE CONTROL STATION

The Exercise Control Station consists of:

a. Two (2) ADMS computer systems
b. Three (3) 24" LED Monitors.
c. Two (2) Keyboards, two (2) Mice and one (1) Controller.
d. One (1) Printer.
e. Ethernet switch with Ethernet, DVI/HDMI, and Power Cables for the complete system.

INSTALLED INCIDENT COMMAND STATION

The Incident Command Station consists of:

a. One (1) ADMS computer system.

b. One (1) wall mounted 65" LED Ultra HD monitor
c. One (1) 24" LED monitor.
d. One (1) Mouse and one (1) Controller.
e. 2.1 Sound system.

THREE (3) INSTALLED FIELD UNIT STATIONS

Each Field Unit Station consists of:

a. One (1) ADMS computer system.

b. One (1) wall-mounted 55" LED HD monitor with integrated sound.

c. One (1) 24" LED monitor.

d. One (1) Mouse and one (1) Controller.

VIEWING AREA VISUAL MONITOR

For gallery style viewing of the on-scene situation

a. One (1) installed wall-mounted 55" LED HD monitor with integrated sound.

SOFTWARE PACKAGE

The software package will be delivered, including permanent licenses, installed on the computers. The software delivered will include:

a. Instructor Toolset including scenario generator.
b. Five (5) Virtual Environments.
c. Eleven (11) Incident Locations.

d. Seventy (70) Vehicles with assigned crewmembers.

e. Up to Two Hundred (200) total civilian victims/bystanders.
f. Graphical User Interface of the software in English.

INSTRUCTOR TOOLSET

An integrated Instructor Toolset must be included to develop, control, assess and debrief exercises. Elements shall include, but not be limited to:

a. Scenario Generator
b. SmartModel Library
c. Observation and Scoring
d. After Action Review
e. Table Top training
f. Courseware Creator

VIRTUAL ENVIRONMENTS

Three dimensional ranging from 1 to 8 square miles

INCIDENT LOCATIONS

At least 11 incident locations including City, Fuel Farm, Port and Airport incident locations.

VEHICLES AND CREWS

Fire, EMS, Law Enforcement, Airport and Other vehicles and personnel to be included.

MANUALS

Digital (PDF) format. Includes manufacturer' manuals for all control devices and other equipment.

TRAINING

A four (4) day System Operation Training Course for up to six (6) people at the City site.

TOTAL SUPPORT PLAN

Reference Section 10 of these specifications.

INSTALLATION

- The City shall reserve the right to determine the location(s) to install the ADMS System.
- The vendor must install the base system ordered at the City location(s) and make the system fully operational prior to the City accepting the system.

12. INSURANCE REQUIRMENTS

Bidders must be able to provide prior to the start of a contract, and ongoing during the term of the contract, industry standard General Liability Insurance covering all work performed, including installation, with limits of least One Million Dollar ($1,000,000) limits. The City of Rochester must be named as Additional Insured.

13. BIDDER IDENTIFICATION DOCUMENTS

Bidders are required to provide additional documentation as indicated in this section:

13.1 Bidder must submit along with Proposal Page, the bidder's W-9 Form.

13.2 Upon request of the City, the bidder must provide the City with one of the following:

13.2.1 A copy of the bidder's IRS Form SS-4 EIN Assignment Letter.

13.2.2 A copy of the bidder's IRS Form 147C.

14. POLITICAL SUBDIVISIONS

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

15. NON-COLLUSIVE BIDDING CERTIFICATION

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

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

15.2 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;

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

ADVANCED DISASTER MANAGEMENT SIMULATOR (ADMS) SYSTEM AND INSTALLATION

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 the proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

One (1) installed ADMS-COMMAND SUITE as specified:

Includes One (1) Exercise Control Station,
One (1) Incident Command Station, Three (3)
Field Station Units, One (1) Viewing Gallery Monitor

TOTAL BID PRICE $_____

Price Written: _____

Guaranteed Delivery: _____ Calendar Days After Receipt of Order (ARO)

ADDITIONAL PRICING:

1. Cost of Total Support Plan – Cost Per Year after Year 1 $_____
2. Cost of One (1) Additional Incident Location $ _____
3. Cost of One (1) Additional Field Station Unit $ _____

W-9 Form Attached:___

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 15)

ADVANCED DISASTER MANAGEMENT SIMULATOR (ADMS) SYSTEM AND INSTALLATION

PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

_____
Name of Firm or Corporation

_____
Street Address

_____
City State Zip Code

_____ _____
Telephone/Fax/Cell No 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:

ADVANCED DIASTER MANAGEMENT SIMULATION SYSTEM

Contract No. _____ Contract Term: _____

_____
Purchasing Agent

_____
Date

APPENDIX A

NEW YORK STATE WAGE RATE SCHEDULE

Appendix A

Andrew M. Cuomo, Governor

., Commissioner

City of Rochester

Eric Kline, Compliance Office
City Hall, Rm. 106A
30 Church St
Rochester NY 14614-1281

Schedule Year	2014 through 2015
Date Requested	03/16/2015
PRC#	2015002445

Location	City of Rochester
Project ID#	426520
Project Type	Advanced Disaster Management (ADMS) System and Installation

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2014 through June 2015. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

Appendix A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. **Equal Employment Opportunities**:

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

b) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

DELIVERY PROVISIONS

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

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

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

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

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

    The Purchase Order Number

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

    The Quantity Ordered

    The Quantity Shipped

    The Quantity Back Ordered

    The Name of the Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE TO BIDDERS

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

38. Equal Opportunities:

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

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

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

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

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