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

SCRAP CAST IRON, WHITE GOODS, YARD SCRAP AND METALS

Invitation to Bid No. 427765 Issued: March 21, 2016

PURCHASING BUREAU CONTACT: Roslyn K. Phillips, Purchaser, 585-428-7042

BID OPENING: Wednesday, March 30, 2016 at 11:00 a.m.

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

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

CONTRACT CHARACTERISTICS
(For definitions or explanations see General Conditions)

Type of Contract: TERM CONTRACT, 1 YEAR WITH OPTION TO EXTEND

Bid Deposit Requirement: NONE

Performance Security Requirement: $5,000

Insurance Requirement: NONE

Samples Requirement: NONE

Descriptive Literature/Technical Data Requirement: NONE

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

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SCRAP CAST IRON, WHITE GOODS, YARD SCRAP AND METALS

1. SCOPE

The City of Rochester will establish a contract for the sale of surplus cast iron (fire hydrants), yard scrap (miscellaneous metal), white goods (stoves, washers, dryers and related items) and scrap metals (short steel, brass, aluminum, copper, and stainless steel). This contract is to establish a per net gross ton price to be paid to the City for each type. The City will deliver Cast Iron and White Goods to the vendor's local yard. Yard scrap and scrap metals will be picked up by the vendor at various City locations. This contract will require the bidder to have a scrap facility within a five (5) mile of the City Hall, 30 Church Street, Rochester, NY, complete with certified scales and a scrap yard in compliance with local zoning laws.

2. SERVICE TIME

2.1 Removal of items to be picked up from the City shall be as scheduled by the City department ordering the service, or, for non-scheduled pick-up, within three working days after notification by the City.

2.2 In the event that the vendor fails to complete the removal within the time frame set per Section 2.1, the City reserves the right to make non-contractual arrangements for the removal.

2.3 In all cases where the City makes non-contractual arrangements, the vendor shall be liable to the City for any additional cost above and beyond the established contract removal price.

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3. GUARANTEE

3.1 Each bidder, by presenting a bid under these specifications, binds himself to make positive that all removals are done in a safe manner which conforms to any and all applicable Local, County, State of New York, or Federal laws in effect.

3.2 The contractor shall leave any City storage area in a clean and orderly condition, free from any spillage or debris.

3.3 All expenses incidental to the removal of any scrap from the City shall be included in the Bid Price.

3.4 The contractor's yard(s) and operations that service this contract shall be in strict compliance with all Local, County, State or Federal laws in effect during the term of the contract.

4. PICK-UPS

4.1 The bidder shall be responsible for providing from one (1) to four (4) six-yard boxes per location as requested and removing the yard scrap and

various scrap metals from them. Removals will be done on a routine schedule requested by the City department ordering the service (typically once every two (2) weeks) or as needed.

4.2 Cast iron and white goods will be delivered by the City to the scrap yard (within 5 miles of the City limits) in a roll-off box. The City trucks will weigh at the county station before and after each load delivered to the scrap yard. These weight tickets will be compared to those of the scrap yard for accuracy. If there is a difference in weight, the City will use the County Transfer Station for the official weight.

5. QUALIFICATIONS OF BIDDER

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

5.1.1 That the bidder, at the time of bid submittal, has a scrap yard that is zoned and approved by the local jurisdiction for scrap yard operation with all applicable licenses and permits for such an operation as required by this contract.

5.1.2 That the bidder has at least one (1) operating and licensed scrap yard within a five (5) mile radius of City Hall, 30 Church Street, Rochester, NY, 14614. This site will be used by the City for City delivered items.

5.1.3 That the bidder has in operation a service facility adequate for and actively engaged in the services specified hereunder.

5.1.4 That the bidder employs qualified personnel to render prompt, efficient, and quality service.

5.1.5 Previous performance under City contracts or contracts of sufficient and comparable size with other customers.

5.2 The City of Rochester may inspect the bidder's facility and require submittal of such additional information as may be requested to verify the bidder's responsibility. No proposal will be accepted from, or contract awarded to, any person, firm, or corporation that has failed to perform faithfully any previous contract with the City of Rochester.

6. CONTRACT PERIOD

6.1 The contract shall run from date of contract award, 2016 through March 31, 2017.

6.2 The City may extend the contract under the same terms and conditions for up to three (3) additional years, in increments of one year or less, from date of expiration, provided such extensions are mutually agreeable to both the City and the contractor.

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7. METHOD OF AWARD

7.1 The award will be made to the responsible and responsive bidder whose bid results in the highest Total Annual Revenue to the City as calculated on the Proposal.

7.2 The City prefers to award the entire contract to one bidder for administrative efficiency. However, the City reserves the right to award the contract based upon the best City Annual Revenue on an item-by-item or group of items basis if doing so results in sufficient additional revenue to more than offset the additional cost of making multiple awards. If bidder's prices quoted will not be honored if the contract is split, the bidder must specifically note this on the Proposal and indicate the differences in prices offered for an award of a single contract or a split contract. If no such indication is made, the City will make its award on the basis that prices offered are valid whether or not the award is split.

7.3 For bidding purposes, bidders should fill in the prices offered for the metal shown on the Proposal based on the published American Metal Market (AMM) Consumer Buying Prices in effect on Friday, March 25, 2016, for the prices described herein and on the Proposal. Each bidder must include with their bid the AMM pages with the AMM price that they used for each item circled, so that the City can match up the prices bid with the corresponding AMM price.

7.4 Bidders are also to give their BID PRICE, which can be either a deduct or and add to the AMM price shown. The bid must clearly indicate if the BID PRICE is a deduct or add to the AMM price.

7.5 The Dollars Paid to the City per Gross Tonnage will be the AMM price plus/minus the Bid Price. The Annual City Revenue for each item will be dollars paid per gross ton times the estimated annual gross tonnage.

7.6 The Bid Price for each item shall be held constant during the term of the contract and shall be deducted from or added to the current American Metal Market publication price for the day of pickup or delivery.

7.7 The City reserves the right to re-compute the Dollars Paid to the City per Gross Ton if there is a discrepancy among bids received to make a fair and accurate comparison among bids, in order to make an award in the best interest of the City consistent with these specifications.

8. PRICE

8.1 CUPOLA CAST

Prices will be tied to the American Metal Market (Philadelphia) for Cupola Cast in effect on the day the scrap is delivered by the City or the day it is picked up by the contractor. EXAMPLE:

Market Price on drop-off day	$168

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Bidder's Bid Price	$ -50
Dollars Paid to City per Gross Ton	$118

8.2 WHITE GOODS

Prices will be tied to the American Metal Market (Philadelphia) for steel #2 bundles. Prices paid to the City will be established similar to that of the Cupola Cast.

8.3 YARD SCRAP

Prices will be tied to the American Metal Market (Philadelphia) for Steel No. 1 Heavy Melt. Prices paid to the City will be established similar to that of the Cupola Cast.

8.4 SCRAP METAL

Prices will be tied to the American Metal Market pricing as shown for the following;

Aluminum - Old Aluminum Sheet and Cast AMM Philadelphia High End
Brass - Yellow Brass Solids AMM Philadelphia High End
Copper – #2 Heavy Copper and Wire AMM Philadelphia High End
Stainless Steel – Pittsburgh 304 Solids Clips High End
Short Steel (3' or under) - #1 Heavy Melt AMM Philadelphia

Prices paid to the City will be established similar to that of the Cupola Cast.

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8.5 POUNDS

Where applicable, prices paid shall be per pound pro-rating the bid prices from Gross Tons to Pounds.

8.6 ADD NOT DEDUCT

If a bidder proposes an ADD price rather than a DEDUCT price, such that the dollars paid to City per Gross Ton is greater than the AMM (Philadelphia) price, this must be clearly noted on the Proposal.

9. QUANTITIES

9.1 The City estimates that approximately 5 gross tons of cast iron, 70 gross tons of white goods, 30 gross tons of yard scrap, and various quantities of scrap metals will be available per year.

9.2 Quantities shown on the proposal pages are annual estimates for purposes of calculating the Annual City revenue from each category/item. However, the actual quantities and dollar volumes, however, are indefinite.

It is possible that substantially more or less than the quantities shown will be available during the contract term. This contract shall be for actual quantities sold to the contractor during the contract.

10. PAYMENT

10.1 Payment will be made by company or certified check made payable to the City of Rochester and must be received by the Bureau of Purchasing within five (5) days after the delivery or removal of scrap.

10.2 All payments for scrap metal either delivered or picked up under this contract, including but not limited to cast iron, white goods, yard scrap and scrap metals shall be submitted on an industry standard receipt form accompanied by weight slips, location materials was picked up from and that day's copy of the American Metal Market, with the AMM price circled. The amount paid to the City must tie into the AMM price circled, the weight delivered and the contractor's Bid Price. The receipt, backup documentation and certified check shall be mailed to:

City of Rochester
30 Church Street
Room #105A
Rochester, NY 14614
ATTENTION: R. Phillips

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11. CONTRACT LIMITATIONS

The City of Rochester reserves the right to terminate this contract in whole or in part, in its sole discretion, if the contractor does not meet the terms and conditions specified herein, or if market conditions change such that it is in the City's best interest to obtain new or additional competition for the sale of City scrap metals.

12. CONTENT

12.1 The cast iron will consist of approximately 95% ASTM - A126 class B.

12.2 The white goods will be appliances such as washers, dryers, refrigerators, water heaters, etc. All Freon removal will be the responsibility of the City and will be done prior to delivery to the scrap yard.

12.3 Scrap Metals will be anything made from the following materials;

Brass	Stainless Steel
Copper	Short Steel
Aluminum	

12.4 The yard scrap will be anything metal not included in any of the categories listed above, but may include some of the above.

12.5 A Gross Ton will be defined as 2,240 lb.

13. PERFORMANCE SECURITY

13.1 The successful bidder will be required to post a five thousand dollar ($5,000) performance security for the life of this contract. The security may be in the form of cash, check or letter of credit on a form acceptable to the City. The cash/check will be deposited with the City Treasurer and will be retained by the City until the contractor has completed all terms and conditions of this contract. No interest will be paid upon return of the performance security. The City use the performance security to reimburse the City for any costs associated with the contractor not meeting the terms and conditions of this contract.

13.2 The City reserves the right to reduce the amount of the performance bond for each contractor if the contract is split.

14. NON-SPECIFIED ITEMS

14.1 The City reserves the right to negotiate prices for other scrap metal or other items as requested by the City that are not included on the Proposal pages. This option may be exercised for non-specified items which may be required during the contract.

14.2 Such items may be authorized only by the Purchasing Agent or his/her authorized agent prior to delivery or pick-up of any item.

14.3 The contract vendor(s) must submit written price quotes to the Office of the Purchasing Agent for proper authorization and/or approval prior to such non- specified items being included in this contract.

14.4 If the price and other terms are acceptable to the City, the City will add the approved item/service to the contract. Items supplied or services rendered without the prior consent of the Purchasing Agent will not be paid for by the City.

14.5 Where there is a discrepancy between the descriptions in Section 12 and the scrap metal actually provided by the City, industry standard practices shall be followed, with the corresponding price reference being the corresponding AMM price (Philadelphia or other approved point), provided this discrepancy is approved by the Purchasing Agent.

15. W-9

A W-9 is to be included with all bids.

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16. 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 that subdivision and the contractor. The City will have no responsibility for any such purchases and will have no other role than to provide other political subdivisions a copy of this contract if requested.

17. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

17.1 The contract resulting from this bid shall be subject to the requirements of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) is responsible for developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). The Prohibited Entities List as required by SFL § 165-a (3) (b) is found on the OGS web site at http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

17.2 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 thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

17.3 Any bidder/contractor seeking to renew or extend this contract or assume the responsibility of the contract awarded in response to this bid solicitation must certify at the time the contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

17.4 During the term of the contract or any extension, should the City receive information that the contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the contractor in default.

17.5 The City reserves the right to reject any bid or request for assignment for a bidder/contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder/contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

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18. 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:

18.1 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.

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

18.3 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.

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P R O P O S A L

The undersigned bidder hereby agrees to furnish the goods or services specified and to otherwise fully meet all terms, conditions, and specifications contained in this Invitation to Bid without exception, unless exceptions are clearly noted in this proposal. SIGNATURE MUST BE THAT OF THE BIDDER OR OF AN EMPLOYEE OR AGENT AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER.

ITEM 1. CUPOLA CAST

A. Cupola Cast AMM Philadelphia price in effect on 3/25/16 $_____

B. BID PRICE PER TON (to deduct from AMM Price) $_____

C. Dollars Paid to City per Gross Ton (A. - B.) $_____

D. Estimated Annual Gross Tonnage 5

ANNUAL CITY REVENUE (C. x D.) $_____

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ITEM 2. WHITE GOODS

A. Steel #2 Bundles AMM Philadelphia price in effect on 3/25/16 $_____

B. BID PRICE PER TON (to deduct from AMM Price) $_____

C. Dollars Paid to City per Gross Ton (A. - B.) $_____

D. Estimated Annual Gross Tonnage 70

ANNUAL CITY REVENUE (C. x D.) $_____

_____ Authorized Signature

_____ Typed Name and Title of Authorized Signer

_____ Typed Name of Company

(Continued through Page 13)

P R O P O S A L

ITEM 3. YARD SCRAP

A. Metal No. 1 Heavy Melt AMM Philadelphia price in effect on 3/25/16 $_____

B. BID PRICE PER TON (to deduct from AMM Price) $_____

C. Dollar Paid to City per Gross Ton (A. - B.) $_____

D. Estimated Annual Gross Tonnage 30

ANNUAL CITY REVENUE (C. x D.) $_____

ITEM 4. SCRAP METAL - ALUMINUM

A. Old Aluminum Sheet and Cast AMM Philadelphia price in effect
On 3/25/16 – High End $_____

B. BID PRICE PER LB. (to deduct from AMM Price) $_____

C. Dollar Paid to City per Gross Ton (A. - B.) $_____

D. Estimated Annual Gross Tonnage 5

ANNUAL CITY REVENUE (C. x D.) $_____

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_____ _____
Authorized Signature Typed Name and Title of Authorized Signer

_____
Typed Name of Company

(Continued through Page 13)

P R O P O S A L

ITEM 5. SCRAP METAL - BRASS

A. Yellow Brass Solids AMM Philadelphia price in effect
On 3/25/16 – High End $_____

B. BID PRICE PER LB. (to deduct from AMM Price) $_____

C. Dollars Paid to City per Gross Ton (A. - B.) $_____

D. Estimated Annual Gross Tonnage 5

ANNUAL CITY REVENUE (C. x D.) $_____

ITEM 6. SCRAP METAL - COPPER

A. No 2 Heavy Copper and Wire AMM Philadelphia price in effect
On 3/25/16 – High End $_____

B. BID PRICE PER LB. (to deduct from AMM Price) $_____

C. Dollars Paid to City per Gross Ton (A. - B.) $_____

D. Estimated Annual Gross Tonnage 1

ANNUAL CITY REVENUE (C. x D.) $_____

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_____ _____
Authorized Signature Typed Name and Title of Authorized Signer

_____
Typed Name of Company

(Continued through Page 13)

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ITEM 7. SCRAP METAL - STAINLESS STEEL

A. 304 Solids,Clips AMM Pittsburgh price in effect on 3/25/16 – High End $_____

B. BID PRICE PER LB (to deduct from AMM Price) $_____

C. Dollars Paid to City per Gross Ton (A. - B.) $_____

D. Estimated Annual Gross Tonnage 1

ANNUAL CITY REVENUE (C. x D.) $_____

ITEM 8. SCRAP METAL – SHORT STEEL

A. No 1 Heavy Melt 3'/under AMM Philadelphia price in effect on 3/25/16 $_____

B. BID PRICE PER TON (to deduct from AMM Price) $_____

C. Dollars Paid to City per Gross Ton (A. - B.) $_____

D. Estimated Annual Gross Tonnage 10

ANNUAL CITY REVENUE (C. x D.) $_____

TOTAL ANNUAL CITY REVENUE **$**_____
(Items 1+2+3+4+5+6+7+8)

_____ _____
Authorized Signature Typed Name and Title of Authorized Signer

_____
Typed Name of Company

(Continued through Page 13)

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P R O P O S A L

PRINT OR TYPE THE FOLLOWING INFORMATION:

_____
Name of Firm or Corporation

_____
Street Address

_____
City State Zip Code

_____ _____
Telephone / Fax No. Federal Employer Identification No

_____
E-mail Address of Recipient of Contract Awards and Extensions

_____
Date

****

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ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

SCRAP CAST IRON, WHITE GOODS, YARD SCRAP AND METALS

Contract No. _____ Contract Term:_____

_____
Purchasing Agent

Date: _____

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.

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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

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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.

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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.

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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

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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.

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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

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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

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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

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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

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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.

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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.

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