



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

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

Invitation to Bid No. 427870 Issued: April 25, 2016

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

BID OPENING: Wednesday May 18, 2016 at 11:00 a.m.

PRE-BID MEETING: 9:30 a.m. on Wednesday May 4, 2016, in Room 008-A, City Hall, 30 Church Street, Rochester, NY 14614

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 appear immediately following this title page and are incorporated into the bidding document and contract by reference.

CONTRACT CHARACTERISTICS

(For definitions or explanations, see General Conditions)

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

Bid Deposit Requirement: SEE SECTION 24

Performance Security Requirement: SEE SECTION 24

Insurance Requirement: YES, SEE SECTION 23

Samples Requirement: NONE

Descriptive Literature/Technical Data Requirement: INFORMATION TO BE SUPPLIED 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.



ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

1. SCOPE

- 1.1 The City of Rochester, New York is seeking to engage an experienced and qualified parking services company to provide professional customer service/garage attendants and general maintenance services at eight (8) City Parking Garages and two adjacent surface lots.
- 1.2 During the term of this contract, the City will provide administrative oversight for its parking facilities as well as perform revenue collection, sub-contracting and expense documentation functions as necessary. The contractor for this contract will provide additional support to the City as specified herein.
- 1.3 The contractor will work directly for, and report to, the Director of Parking and/or designated staff under the Director of Parking. When referenced herein, city staff shall mean the Director of Parking or designated parking staff, unless otherwise indicated.

2. SERVICE SPECIFICATIONS

- 2.1 The contractor will be expected to provide two groups of services to the City: a) attendant services, i.e. provision of customer service/garage attendant services; b) cleaning and maintenance services.
- 2.2 Attendant services i.e. customer service/garage attendant service requirements (Group A services) are listed in detail in Appendix A.
- 2.3 Cleaning and Maintenance service requirements (Group B services) are listed in detail in Appendix B.
- 2.4 The services will be monitored daily by the City. In addition to direct feedback, the City will use performance checklist reports to ensure that the contractor provides the level and quality of service specified and required by the City.
- 2.5 The City will pay for these services based upon the prices offered in the Proposal. Prices bid shall be all-inclusive to meet the service requirements specified for each Group.
- 2.6 The City reserves the right to add or delete services to either or both groups at any time during the term of the contract, as required to meet the best interest of the City. Should the change in services create more than a minimal increase or decrease in costs, the City reserves the right to negotiate such cost changes with the contractor, and adjust contract pricing accordingly. If cost increases or decreases cannot be negotiated, the City reserves the right to terminate this contract with at least sixty (60) days written notice to the contractor, and seek new public bids.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

- 2.7 The contractor shall insure that the following general services are provided, in addition to services otherwise defined in these specifications:
- 2.7.1 Provide all garage attendants and maintenance staffing in the specified parking facilities to meet the service requirements described herein.
 - 2.7.2 Ensure that an on-site supervisor is present to supervise all designated locations consistent with scheduling identified herein or as otherwise requested by the City.
 - 2.7.3 Provide uniforms and nametags with photo I.D. containing company name and position. Uniforms should be casual with a professional appearance and must be approved by the City. This will include uniforms for all seasons.

3. CONTRACT INTENT

- 3.1 The City anticipates awarding a single contract to one contractor who will provide both Attendant Services (Group A) and Cleaning and Maintenance Services (Group B). The City's expectation is that the City's costs will be lower if a single contractor provides both services as a result of potential management efficiencies from a single contract. For example, there may be efficiencies in utilizing the same staff to perform some Group A and Group B functions, provided that the specific service requirements enumerated in each Group are met.
- 3.2 However, the City reserves the right to make separate awards for Group A and Group B if doing so results in lower overall costs to the City while providing the level of service specified herein.

4. CITY'S RIGHTS

- 4.1 By submitting a bid for this contract, each bidder acknowledges and accepts that delivery of the services specified directly affects the health, safety and welfare of citizens being served by this contract. Therefore the bidder accepts that the City of Rochester has the right to administer this contract as it deems necessary in order to protect the public health, safety and welfare.
- 4.2 The City expects that the contractor will provide the services specified herein to the complete satisfaction of the City. The City's Parking Director or designee shall retain the exclusive right to determine whether or not performance is satisfactory. In the event the Contractor's performance is deemed unsatisfactory, the City shall have the right to proceed to obtain performance compliance as specified in Section 12.
- 4.3 The City retains the right to determine acceptable performance standards of contractor's personnel. Any person employed by the contractor

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

deemed by the City as unfit to perform the work, shall be removed from the site by the City and replaced with acceptable personnel.

- 4.4 The City reserves the right to instruct the contractor to re-assign personnel among the locations covered by this contract to meet the needs of the City.
- 4.5 The City also reserves the right to add or delete hours of operation, days of operation and/or lots and facilities, and/or otherwise modify the service requirements of this contract as specified in Appendixes A & B.

5. CITY TO PROVIDE

The City will provide the following items required to provide the services specified:

- 5.1 Attendant booths and equipment
- 5.2 Desk space for the supervisor
- 5.3 All supplies for operating the revenue control equipment, including tickets and register receipts, access control cards, gate arms and etc.
- 5.4 Restroom toiletries
- 5.5 Office supplies
- 5.6 Designated parking for garage personnel only when working in garages or lots.
- 5.7 Snow removal equipment and de-icing products.

6. CONTRACTOR TO PROVIDE SUPPLIES

The contractor shall furnish all supplies necessary for work required under this contract, to include but not be limited to the following:

- 6.1 All necessary cleaning supplies. Each bidder must include with the bid a "supply list" (Appendix D) showing the brand names and estimated quantities necessary for the performance of the contract. Failure to complete this list may be basis for rejection of the bid. The City may require a sample be provided of any proposed item for testing. The City reserves the right to accept or reject any item or supply proposed by the bidder and require that a City approved equivalent be used instead.
- 6.2 Adequate "wet floor" signage available for each location for easy access and use.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

- 6.3 No supplies shall be used that the City or manufacturer of the product determines to be harmful to the surfaces to which they are to be applied, or to any other part of the buildings, their occupants, contents, or equipment.
- 6.4 The successful bidder must supply a complete set of Product Brochure and Material Data Safety Sheets (MSDS) within ten (10) days after award of the contract, for every product used on the supply list for which an MSDS is required by law. The contractor must also provide a binder containing MSDS sheets for each location for all products requiring MSDS sheets used at that location.

7. BIDDER'S QUALIFICATIONS

- 7.1 Each bidder must be able to demonstrate that the bidder has the knowledge, skills, experience, staff, equipment, facilities and financial resources to provide the services specified in this Invitation to Bid. A bidder must have at least five (5) years of experience providing services specified herein to municipalities and/or local governments or comparable institutional or private sector companies who will attest to the bidder's ability to perform this contract.
- 7.2 Each bidder must provide with the bid a list of three (3) different companies or municipalities for which the bidder has provided contracted services that can be used as references to confirm satisfactory long term provision of the services specified. The contact name, title, and phone number of each reference must be included.
- 7.3 Each bidder must provide with the bid a qualifications statement that includes a company history and outline of the bidders qualifications and experience to be able to provide the services required under this contract. The qualifications statement must specifically address how the bidder will provide the staff required to provide the services specified. This should include a description of the current qualified employees, both staff and supervisors, and plans for hiring additional qualified employees if needed to provide the services specified herein.
- 7.4 Within (3) days of request bidder must provide the last two (2) years of fiscal year-end financial statements, as prepared by a certified public accountant, including among other things, income statements, balance sheets, and statement of cash flows.
- 7.5 All information that is required to be submitted with the bid will be used to evaluate the qualifications of the bidder and the bidder's ability to perform the services specified herein.
- 7.6 Additional information required by the City to determine whether or not a bidder is qualified and capable of performing this contract must be submitted within three (3) days of request.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

- 7.7 The City reserves the right to require that a bidder submit the City's confidential contractor certification form as part of the review process to determine a bidder's responsibility.

8. STAFFING INFORMATION

- 8.1 Provide resumes of all supervisory and management persons who will be involved in the operations.
- 8.2 Provide information describing on-going testing or screening that are part of the company's employment practices.
- 8.3 Provide a color photo of the current and/or proposed basic uniform for employees as well as seasonal clothing (e.g. winter jackets, etc.). Uniforms are subject to approval by the City. All contractor employees must wear approved uniforms when on duty.
- 8.4 Provide a copy of the company's employee handbook to demonstrate the breadth and scope of the company's management of employees.
- 8.5 Provide a copy of the customer service / garage attendant training manual(s) to demonstrate the company's understanding of the requirements for providing this service.
- 8.6 Provide detail and handouts and method of verifying employee competency for workers responsible for cleaning and handling hazardous materials.

9. SUBCONTRACTING

- 9.1 The contract vendor is not permitted to subcontract any of the work of this contract without the express written permission of the City.
- 9.2 If a bidder intends to subcontract a portion of the work of this contract, the bid must indicate their intent to subcontract, and list the name(s) of any subcontractor and the work being proposed. Information about the subcontractor must be provided with the bid, including the relevant information required in sections 8.1 through 8.6.
- 9.3 The City reserves the right to reject any bid where a proposed subcontractor is not acceptable to the City. Further, the City reserves the right to terminate this contract at any time if the contractor uses a subcontractor without prior approval of the City.
- 9.4 All subcontractors are subject to the prevailing wage and insurance requirements of this contract.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

10. COSTS PAID

- 10.1 For Attendant Services, the City will pay the flat daily rate for the baseline attendant services for the number of hours at each facility stated in the Baseline Attendant Staffing chart in Appendix A. The flat daily rate must be inclusive of all attendants and supervisors required to provide the specified coverage at each facility as shown. If the City changes the number of attendants and/or supervisors required for the Baseline Attendant Staffing, the flat daily rate will be adjusted based upon the hourly rate bid for attendants and supervisors.
- 10.2 For Attendant Services, if the City requests addition staffing for Special Events, the City will pay the per hour rate for the attendants and/or supervisors ordered by the City. The City will not pay for a minimum number of hours per call out, for example, the City will not guarantee a minimum of two hours per attendant for Special Events. However, the City will pay for actual time rounded to half hour increments, based upon the per hour price bid, rounded to the nearest half hour. For example, work for one hour plus up to an additional fourteen minutes will be rounded down to an hour, work for one hour plus fifteen or more minutes will be rounded up to one and one-half hours.
- 10.3 For Cleaning and Maintenance Services, the City will pay the flat monthly rate shown on the Proposal, per facility/location. The flat monthly rate must be inclusive of all costs for the services provided in accordance with these specifications. Cleaning and maintenance costs will be pro-rated based upon taking the flat monthly rate and dividing by the number of days in that month, for any facility where services are required for less than a month.
- 10.4 No other costs or charges will be paid unless approved by the City.

11. CONTRACT TERM

- 11.1 The contract resulting from this bid invitation shall commence on July 1st, 2016 at 12:00 a.m. and end on June 30th, 2017 at 11:59 p.m.
- 11.2 The contract may be extended for up to an additional four (4) years, in increments of two years or less, under the same prices, terms and conditions upon mutual agreement of the contracting parties.
- 11.3 The City reserves the right to terminate this contract with no penalty upon sixty (60) days written notice to the contractor per Section 12.2 of this document if the City exits the parking facility operation business in whole or in part, or if the City's requirements for these services change, or if the contractor fails to provide satisfactory service as required by the terms and conditions of this contract.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

12. PERFORMANCE COMPLIANCE

12.1 The City reserves the right to proceed against the contractor for failure to meet the requirements of the contract through the use of one or more of the options provided in this section. These options are not intended, however, to limit the City's ability to pursue any and all remedies permitted by law to obtain full compliance with this contract.

12.1.1 The City reserves the right to withhold any payment for services billed that were not performed as specified herein or as otherwise agreed by the City.

12.1.2 The City reserves the right to proceed against the cash performance security to offset any costs incurred by the City due to the contractor's failure to perform the services specified herein or as otherwise agreed by the City. The contractor will be notified of this cash withdrawal, the reasons why and the amount paid to the City. Any withdrawal from the cash performance security must be replenished in accordance with Section 24.1.3

12.1.3 Termination for Failure to Perform

12.1.3.1 The performance of work under this contract may be terminated by the City in accordance with this clause in whole, or from time to time, in part, if the contractor fails to satisfactorily perform the services required by the terms and conditions of this contract. In particular the contract may be terminated for failure to meet the performance measures stated in Appendix A and Appendix B of this document and contract, and failure to diligently cure issues identified within a period of 24 hours (or a shorter period in an emergency or longer period as the City may allow) after delivery by the City of a notice specifying the failure to perform.

12.1.3.2 If this contractor fails to provide the services required by the terms and conditions of this contract, the City may take over the work and services and initiate default proceedings against the contractor, including proceeding against the Performance Bond to insure that the work is completed at no additional costs to the City.

12.2 Termination for Convenience of the City

This contract may be terminated by the City in accordance with this section in whole, or from time to time, in part, whenever for any reason the City shall determine that such termination is in the best interest of the City. Any such termination shall be effective upon written notice to the

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

contractor. The City shall provide written notification at least sixty (60) days prior to the termination date, except in an emergency situation or as a result of default of the contract. The City will pay for all work performed in conformance with this contract up to the point of termination. The City will not be liable for any other costs incurred by the contractor as a result of such termination.

13. QUALITY ASSURANCE

- 13.1 The contractor shall provide all supervision, labor, equipment, communication devices for supervisors and their staff and cleaning supplies necessary to undertake the services identified herein, and at their own expense. Contractor shall have a phone number where they can be immediately contacted during the hours of the contract.
- 13.2 The City's Public Facilities smoking policy prohibits smoking in public garages and surface lots. Contractor's employees are expected to adhere to the Non-Smoking policies.
- 13.3 All contractor employees must record their time, either electronically or on the Daily Report Log located at each facility in an area designated by the City. Failure to comply will result in non-payment for any hours not properly reported.
- 13.4 The Daily Log report shall also be signed and dated daily by the supervisor on duty and must contain the following information at a minimum:
 - 13.4.1 Discrepancies from the routine work scheduled, circumstances that may affect the performance of work, including unhealthy or hazardous conditions, and an explanation of the circumstances involved.
 - 13.4.2 Any malfunctioning equipment, plumbing and light fixtures.
 - 13.4.3 All articles of personal or monetary value found by contractor employees and not belonging to any contractor employees. Said items shall be turned in to the Parking Director or designated City employee for that location no later than the beginning of the next day.
 - 13.4.4 Damage, vandalism, broken glass, graffiti, listed by description and location.
 - 13.4.5 Any and all problems and/or complaints of a minor nature, or similar isolated incidents, may be handled directly between the on-site supervisor and the designated City employee for each location. A summary of the incident and resolution shall be contained in the Daily Report Log.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

13.4.6 Any and all incidents or accidents occurring within or on the parking facility premises, including motor vehicle accidents, falls, injuries involving contractor employees and / or customers or members of the general public.

13.4.7 The requirements of this section may be changed by the City to maintain flexibility in quality assurance procedures that better meet the needs of the City.

14. PRE-BID

14.1 A pre-bid meeting will be held on Wednesday May 4, 2016, in Room 008-A, City Hall 30 Church Street, Rochester, NY 14614. All questions regarding this bid specification should be submitted prior to or at the pre-bid meeting. Potential bidders may submit written questions about the specifications to the Bureau of Purchasing, Attn: Roslyn Phillips at phillipr@cityofrochester.gov prior to the pre-bid meeting. Questions that the City determines are material to the bid will be addressed in an addendum to all bidders, if required.

14.2 A walk-through of all garages will be held immediately after the pre-bid meeting if requested.

15. QUANTITIES

15.1 Wherever quantities are specified, these reflect the City's best estimate based upon historical experience. However, the actual quantities to be ordered and provided during the contract term are subject to change, in order to meet the needs of the City. The City does not guarantee that any quantities specified herein will be ordered or required. The City will only pay for quantities actually ordered and delivered against City purchase orders.

15.2 Quantities for the number of hours shown on the Proposal page are provided for determining the City's estimated contract costs. However, the City reserves the right to change these quantities for any reason, and the City is not required to request or require those hours.

16. METHOD OF AWARD

16.1 The intent of the City is to make a single award to the lowest responsive and responsible bidder on the basis of the Total Bid Price. In order to be considered for the single award, bidders must bid on all prices in both Groups.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

- 16.2 The City reserves the right to award separate contracts to the lowest responsive and responsible bidder for each Group, if doing so results in lower overall costs to the City after factoring in the costs inherent in splitting the award to two contractors. Bidders interested in a Group award only may bid on one or both Groups. However, all pricing, information and documentation required must be submitted with the bid that is relevant to the Group(s) being bid. Failure to provide the required information with the bid will result in the bid being rejected.
- 16.3 The City reserves the right to reject any bid where individual or group prices bid are unbalanced or do not reflect current conditions in the marketplace.

17. SAFETY PRECAUTIONS

- 17.1 The contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this contract. Marking or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all Federal, State and City laws, ordinances, rules and regulations.
- 17.2 Slip Resistance. The contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.
- 17.3 Germicidal Properties. The contractor shall use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) Registration Number.

18. EQUIPMENT

- 18.1. All necessary cleaning equipment needed for the performance of the work of this contract shall be furnished by the contractor. Such equipment shall be of the size and type customarily used in work of this kind and no equipment shall be used which is not approved by the City and which is harmful to the facilities or their contents. All equipment must be in good working condition at all times. Any non-working equipment shall be replaced/repared within twenty-four (24) hours.
- 18.2 Each bidder must include an "Equipment List" (Attachment E), of the manufacturer and amount of equipment that they have available and intend to use to provide these maintenance services specified in this contract. The City reserves the right to request any additional information it requires to verify that the equipment proposed is adequate. The City

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

further reserves the right to not approve any equipment proposed, and if the bidder does not provide the City with a satisfactory alternative, then the City reserves the right to reject the bid as non-responsive.

- 18.3. Electrical power, 110 volts, will be furnished by the City at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of his work. The contractor shall be responsible for any damage caused to the electrical outlets and their covers by the improper connection or disconnection of equipment. Hot and cold water will also be made available as necessary for cleaning.

19. MANDATORY QUALIFICATIONS FOR CONTRACTOR PERSONNEL:

- 19.1 The facilities shall be fully staffed on the first day of work under the contract. All personnel shall receive close and continuing first-line supervision by the contractor.
- 19.2 Workers shall be employees of the contractor; day laborers are not acceptable.
- 19.3 Custodians employed by the contractor shall be fully trained and skilled in safe and proper housekeeping techniques. The bidder shall provide sufficient documentation with their bid to demonstrate that adequate training has been provided. The use of custodians who are not adequately trained may be sufficient grounds for termination of the contract. Emphasis should be placed on Handling Hazardous Materials (including but not limited to proper clean-up of blood and body fluids and other hazardous materials).
- 19.4. The contractor shall obtain criminal background checks at its expense on all personnel at the start of this contract or upon employment, and at least once per year thereafter. The contractor shall provide documentation to the City verifying that the nationwide background checks have been successfully completed. The contractor shall inform the Director of Parking immediately of any criminal convictions of any type for any contractor's personnel at any time during the contract. The contractor must confirm that finding in writing within one (1) day of obtaining the information.
- 19.5 Thirty days prior to the start of any contract extension, the contractor must provide the background certification check for all personnel required in Section 19.4. The City reserves the right to not extend a contract without having received the annual background certification documentation for all personnel listed.
- 19.6 Contractor shall supply the Director of Parking with a list of all employees who will perform work at the facilities at least 48 hours in advance of beginning work under the contract. A copy of a driver's license containing a photo ID or other valid photo ID, along with the criminal

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

background checks, must be submitted to the Director of Parking no less than twenty-four (24) hours prior to the employee beginning work. In addition, employees shall be adequately trained prior to starting work.

- 19.7 The City reserves the right to require immediate removal of any employee from City service whom it deems unfit for service for any reason not contrary to law. This right is non-negotiable and the contractor agrees to this condition by accepting this contract.

20. EMPLOYEE IDENTIFICATION AND BUILDING ACCESS:

- 20.1 All employees shall wear uniforms that bear company name/logo. Uniforms shall be approved by the Director of Parking and shall not be dirty, stained, or torn.
- 20.2 Identification badges shall be furnished by the contractor and worn by all contractors' employees while on City premises. The badges shall have the employee's picture, name, and signature.
- 20.3 Access to the Facilities shall be as directed by the Director of Parking. Contractor's employees may not leave the premises during working hours except in cases of emergency and on approval of the Director of Parking. Should employees require an off-site dinner break, the time of this break must be submitted in advance to the Director of Parking. Contractor will be supplied with a list containing point of contacts and corresponding phone numbers to contact in case of an emergency. Access to designated restricted areas is forbidden to contractor's employees. Restricted areas will be designated by the authorized City staff. All doors shall remain locked and no doors shall be propped open at any time.
- 20.4 At no time shall contractor allow family members, friends, etc. to be on the grounds or parking lot facility during working hours, other than to pick up or drop off an employee.

21. LABOR STANDARDS REQUIREMENTS

21.1 COMPLIANCE WITH LABOR LAWS

21.1.1 The contractor's attention is directed to the requirements of Sections 220 and 220-a through 220-e of the Labor Law of the State of New York, compliance with the provisions of which shall be deemed a condition to the satisfactory performance of this contract.

21.1.2 The contractor shall cause to be posted and maintained at all times in a conspicuous place at the Site of the Work, a clearly legible copy of the Schedule of Wage Rates as prescribed by the State Commissioner of Labor. The contractor shall further certify on any statement to the City for a partial or final payment, that the wage

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

rates paid to employees on this project have been in conformity with the wage rates so set forth as determined by the State Commissioner of Labor pursuant to and in conformity with Section 220 of the New York State Labor Law.

21.1.3 The contractor shall keep a copy of his payrolls for this project available at all times for inspection by representatives of the City or other public agency having jurisdiction over the project, and shall produce them for such inspection at the request of said duly authorized representatives. The contractor and subcontractors shall submit weekly certified payroll records to the Project Manager, for transmission to the City's Director of Finance or his designee. The contractor shall be responsible for the submission of copies of certified payrolls of all subcontractors. Payments shall be withheld from the contractor for failure to comply with this requirement.

21.1.4 In all operations related to the Work, all other State or Federal Laws, Local Ordinances and Laws, controlling or limiting in any way the actions of those engaged in the Work, shall be strictly complied with by the contractor and all employees working under his direction. The foregoing shall apply to subcontractors of the contractor.

21.2 ANTI-KICKBACK RULES

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

21.3 WITHHOLDING OF PAYMENTS FROM CONTRACTOR

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

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

disbursed by the City of Rochester for and on account of the contractor or subcontractor to the respective employees to whom they are due.

22. PREVAILING WAGE RATES

- 22.1 Incorporated in these Contract Documents is the Prevailing Wage Rates Schedule in effect at the time of publication of these Contract Documents. Any Prevailing Wage Rates Redetermination which may arise prior to the bid opening will be distributed by addendum. The current prevailing wage rate is provided in Appendix C. At the time of the bid, the City anticipates that the services provided under Group 2 – Cleaning and Maintenance Services, are subject to Article 9 wage rate requirements. However, the City may request additional services as permitted by the contract that are subject to Article 8 wage rate requirements. In any event, it is entirely the contractor's responsibility to know when wage rates apply to any work performed under this contract, and the correct wage rates to be paid. Failure of the contractor to pay the correct prevailing wages, including benefits as specified by law, shall be grounds for the City withholding approval of payment for work billed and/or additional penalties as prescribed by law. The contractor must also insure that if an employee carries out mixed duties during a shift, for example, providing attendant services during part of a shift and cleaning and maintenance services during another part of the shift, that that employee must be paid at least the required prevailing wages for the time that the employee performed those tasks.
- 22.2 In the event that the prevailing rate of wages or supplements changes 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 worker, laborer or mechanic shall be paid or provided not less than the new updated rates.
- 22.3 The City will not be responsible for any of the contractor's increased labor costs which result from defects in the Wage Rate Schedule provided, or from amendments to the Prevailing Wage Rate Schedule, whether that increase occurs before advertisement, before Bid opening, before award of the contract, after the contract has been let, or during the life of the contract. No change in the contract price shall be allowed to the contractor for any such increases, except as provided for elsewhere in these documents.
- 22.4 Information about current wage rates may be obtained on an advisory basis by contacting the City's Contract Administrator, Department of Finance, City Hall, Rochester, New York, (585) 428-7398.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

23. INSURANCE

- A. The contractor shall procure and maintain at his/her own expense until final acceptance of the work covered by the contract documents, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided from insurance companies authorized to do such business in the State of New York covering all operations under the contract documents whether performed by him or his subcontractors. The insurance certificate must state the demolition coverage on each policy or property to be demolished.
- B. Within ten days of request, the contractor shall furnish to the City Purchasing Agent a certificate or certificates of insurance in form satisfactory to the City Purchasing Agent showing that he/she has complied with this Section, which certificate or certificates shall provide that the policies shall not be materially changed or canceled until ten days' written notice has been given to the City Purchasing Agent.
- C. In each policy of insurance except insurance for Workers' Compensation and Disability Insurance, the City shall be named as an additional insured for liability arising under this agreement. Except for Workers' Compensation and Disability Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the project.
- D. The kinds and amounts of insurance are as follows:

23.1 **WORKERS' COMPENSATION AND NYS DISABILITY INSURANCE**

The agreement shall be void and of no effect unless the person or corporation making or executing same shall secure Compensation and NYS Disability coverage, covering all operations under the contract—whether performed by him or his subcontractors—for the benefit of, and keep insured during the life of said agreement, employees in compliance with the provisions of the Workers' Compensation Law.

A. **Workers' Compensation Insurance**

A policy covering the operations of the Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law. The policy shall be endorsed to provide 30 days prior written notice of cancellation or non-renewal and Waiver of Subrogation in favor of the City of Rochester. A copy of these endorsements shall be included with the Certificate of Insurance.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

B. NYS Disability Insurance

A policy covering the operations of the contractor in accordance with the provisions of Article 9 of the Workers' Compensation Law, known as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments thereto.

23.2 CASUALTY INSURANCE

- A. Contractor's Comprehensive General Liability Insurance issued to the contractor and covering the liability for damages imposed by law upon the contractor with respect to all work performed by him under the within agreement. The coverage shall be written on an occurrence form utilizing ISO coverage form CG 00 01 12 07 or its equivalent. The comprehensive general liability policy shall furnish limits of not less than:

Bodily Injury and Property Damage
Limit \$1,000,000 each occurrence

Products/Completed Operations Limit
\$1,000,000 aggregate

Personal Injury and Advertising Injury Limit
\$1, 000,000 each person or Organization

General Aggregate
\$2,000,000 applicable on a per project basis

The City of Rochester, their officers, employees and agents and all other appropriate Funding Agencies shall be named as an additional insured for liability arising under this Contract applicable to both ongoing and completed operations on a primary and non-contributory basis.

There shall be no exclusions relating to NYS Labor Law or municipal operations.

A. Commercial Automobile Liability

Issued to the Contractor and covering all owned, non-owned and hired automobiles with limits not less than:

Bodily Injury and Property Damage Liability
Combined Single Limit
\$1,000,000

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

B. Umbrella Excess Liability

Issued to the Contractor providing follow form coverage over the General Liability and Automobile Liability requirements stipulated above with minimum limits of:

Bodily Injury and Property Damage Limit
\$2,000,000
Products/Completed Operations Limit
\$2,000,000
General Aggregate
\$2,000,000

All policies shall be endorsed to provide Waiver of Subrogation in favor of the City Of Rochester. All policies shall be endorsed to provide 30 days prior written notice of cancellation or non-renewal.

A copy of the Additional Insured and Waiver of Subrogation Endorsement(s) shall be included with the Certificate of Insurance.

24. BONDS

24.1 BID BOND/SECURITY

24.1.1 A cash bid bond in an amount of Five Thousand dollars (\$5,000) shall be furnished with each bid. An acceptable bid bond can be cash, a certified check, a letter of credit.

24.1.2 The City will retain the bid bond of the successful bidder and roll it over into a cash performance security, which shall be in addition to the Performance Bond required in Section 24.2. The City reserves the right to proceed against this cash performance security to pay for any costs incurred by the City for failure of the contractor to meet the requirements of this contract.

24.1.3 The contractor must at all times during the contract term provide the City with \$5,000 cash or a letter of credit. Any draw-down by the City must be immediately replenished by the contractor.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

24.2 PERFORMANCE AND OTHER BONDS

24.2.1 In addition to the \$5,000 cash performance security carried over per Section 24.1.2, the contractor must furnish two executed surety company bonds, each in the amount of 50% of the contract price.

- A.** A Performance Bond shall be furnished as security for the faithful performance by the contractor of all terms and conditions of the contract documents.
- B.** A Labor and Material Payment Bond shall be furnished as security for the claims of laborers and material suppliers.
- C.** Both bonds shall be made out to the City of Rochester, prepared on an approved form and submitted by the contractor to the Purchasing Agent within ten (10) days of notice of award. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of New York. The surety furnishing the Performance Bond and the Labor and Material Payment Bond must waive notice of any change in the contract price or contract time. Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

24.2.2 Alternate Security

- A.** At its option, the City shall have the right to accept cash, a certified check, or a letter of credit in satisfaction of the foregoing requirements in Section 24.2.1. Submittal of checks, or checks that are not certified, will result in bid rejection.
- B.** In the event the contractor submits cash or a cash instrument as alternate security, the City will accept \$50,000 as satisfying both Performance and Payment security requirements.
- C.** Any security accepted in lieu of a payment bond shall be retained until the City is no longer liable for mechanic's liens against the work of the contract.
- D.** In the event the contractor supplies an Alternate Security, the contractor must at all times during the contract term provide the City with \$50,000 in cash or a letter of credit. Any draw-down by the City must be immediately replenished by the contractor.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

25. W-9

A W-9 is required with all bids.

26. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

- 26.1 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>.
- 26.2 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."
- 26.3 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.
- 26.4 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.
- 26.5 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.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

27. NON-SPECIFIED SERVICES

- 27.1 The City reserves the right to negotiate prices with and order from the contractor items or services that are comparable to and/or complement the items specified herein. For example, if the City adds or deletes facilities and/or services not otherwise specified, the City will negotiate prices and services and add to or delete these services from the contract.
- 27.2 Any changes to the contract must be made in writing between the parties. Such changes will become part of the contract. Actual orders for such changes shall be made on the basis of a City purchase order. Such orders will be placed if the City concludes that it is in the City's best interest to purchase such services.
- 27.3 Items supplied or services rendered without the prior consent of Purchasing will not be paid for by the City.

28. ADDITIONAL INFORMATION

Attached as Appendix F are Questions and Answers provided to bidders on a previous bid for the services specified herein. Appendix F is intended to provide additional explanatory information to potential bidders regarding how the City expects to administer this contract. However, Appendix F is informational only, and will not be incorporated into this contract. The City reserves the right to administer the contract in its best interest, in accordance with the terms and conditions of this contract.

29. NON-COLLUSIVE BIDDING CERTIFICATION

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

- 29.1 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.
- 29.2 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.
- 29.3 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.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

PROPOSAL

The undersigned bidder hereby agrees to furnish the goods or services specified and to otherwise fully meet all terms, conditions, and specifications contained in this Invitation to Bid without exception, unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

ATTENDANT & MAINTENANCE SERVICES FOR CITY GARAGES

GROUP A – ATTENDANT SERVICES

FLAT PRICE FOR BASELINE GARAGE ATTENDANT SERVICES

From TABLE 1 – Appendix A

BASELINE COST PER WEEK \$ _____ X 52 = \$ _____

COST PER HOUR SPECIAL EVENTS ADDITIONAL ATTENDANT

COST PER HOUR \$ _____ X 500 = \$ _____

For COST PER HOUR SPECIAL EVENTS ADDITIONAL SUPERVISOR

COST PER HOUR \$ _____ X 100 = \$ _____

GROUP A TOTAL BID PRICE = \$ _____

Authorized Signature

Type Name and title of Authorized Signer

Date

Type Name of Company

(Continued through Page 24)

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

PROPOSAL

GROUP B – CLEANING AND MAINTENANCE – FLAT RATE COST PER FACILITY PER MONTH

<u>LOCATIONS</u>	<u>MONTHLY COST</u>			<u>YEARLY COST</u>
1. Mortimer Street Garage	\$ _____	X	12=	\$ _____
2. Washington Square Garage	\$ _____	X	12=	\$ _____
3. Court Street Garage	\$ _____	X	12=	\$ _____
4. Sister Cities Garage	\$ _____	X	12=	\$ _____
5. Midtown Garage	\$ _____	X	12=	\$ _____
6. East End Garage	\$ _____	X	12=	\$ _____
7. Crossroads Garage	\$ _____	X	12=	\$ _____
8. High Falls Garage	\$ _____	X	12=	\$ _____

GROUP B TOTAL BID PRICE \$ _____

Authorized Signature Type Name and title of Authorized Signer Date

Type Name of Company

(Continued through Page 24)

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

PROPOSAL

List of Completed Documents to be submitted with this bid. Check to verify these are enclosed with the bid:

- Bid bond – cash, certified check or letter of credit per Section 21.1.1
- Statement of Bidders' Qualifications per Section 6.3
- Staffing Plan and Information per Section 7
- Appendix D (Supply List) to be attached by Vendor as stated in Section 5.1
- Appendix E (Equipment List) to be attached by Vendor as stated in Section 15.2
- Subcontractor will be used – Yes of No . If Yes, must supply detailed information per Section 8.
- W-9 as stated in Section 22.
- Completed Table 2 in Appendix A
- Completed Table 3 in Appendix B

Authorized Signature

Type Name and title of Authorized Signer

Date

Type Name of Company

(Continued through Page 24)

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

City

State

Zip Code

Telephone/Fax No.

Cell Phone No.

Internet Address

Federal Employer ID No.

Date

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

Contract No.

Contract Term:

Purchasing Agent

Date: _____

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

APPENDIX "A"

DETAILED REQUIREMENTS FOR GROUP A – ATTENDANT SERVICES

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

1. SCOPE OF SERVICES

- 1.1 The contractor will provide attendants/customer service representatives and supervisors in accordance with the specifications and of this Invitation to Bid and contract documents.

2. BASELINE GARAGE ATTENDANT SERVICES

- 2.1 The contractor must provide qualified and competent garage attendants and at least one traveling supervisor to staff all garages at the times shown on the schedule shown in TABLE 1. TABLE 1 shows the baseline hours of operations for which staffing is required, which shall be 577 attendant hours and 85 supervisor hours per week. The total cost for providing the number of employees shown in TABLE 1 shall be defined as the Baseline Cost for Garage Attendant Services.

TABLE 1 - STAFFING REQUIREMENTS - BASELINE HOURS OF OPERATIONS AND REQUIRED GARAGE ATTENDANTS									
Facility	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Number of Staff Required on Duty	Total Weekly Hours
Court Street	7AM - 9PM	N/A	N/A	1	70				
Crossroads	7AM - 7PM	N/A	N/A	1	60				
East End	7AM - 10PM	5PM - 11PM	5PM - 11PM	1	87				
High Falls	7AM - 7PM	N/A	N/A	1	60				
Midtown	7AM - 7PM	N/A	N/A	2	120				
Mortimer	7AM - 7PM	N/A	N/A	1	60				
Sister Cities	7AM - 7PM	N/A	N/A	1	60				
Washington Square	7AM - 7PM	N/A	N/A	1	60				
								TOTAL HOURS	
									577
Supervisor	6AM - 9PM	4PM - 9PM	4PM - 9PM	1	85				

- 2.2 The City reserves the right to change the hours of operations and/or the number of attendants and/or supervisors required to be provided within Baseline Hours of Operation. The City will negotiate a corresponding change in the Baseline Cost for Garage Attendant Services, which shall be the basis for contractor invoicing the City.
- 2.3 The City reserves the right to require an adjustment to the Baseline Cost for any specific week if an event outside the City's normal control (e.g. a major snow event, disaster or public emergency) closes one or more of the garages. The contractor shall give a credit to the City on a pro-rated basis for the number of hours the contractor did not provide service during such closure.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

3. BASIC SERVICES

3.1 Attendants and supervisors are required to provide professional, courteous customer service to all users of the City's parking garages and any other lots covered by this contract, and to perform other tasks as listed herein or otherwise requested by the City. The City reserves the right to add to and/or delete from the list of basic services to be provided by attendants and/or supervisors

3.2 The minimum level of services provided shall be:

- A.1 Assist facility maintenance staff in the daily operation of parking facility.
- A.2 Perform cashier function when needed.
- A.3 Assist customers in the use of automated revenue control equipment including ticket dispensers, pay stations and exit station equipment.
- A.4 Prepare log reports, daily sales reports and cashier bank deposit if operating fee computer.
- A.5 Answering the telephone
- A.6 Assisting customer in way finding/directions around the City
- A.7 Filling out paper work relating to garage reports
- A.8 Daily collection and categorization of processed parking ticket transactions
- A.9 Stock and maintain all revenue control equipment
- A.10 Assisting with special events
- A.11 Directing traffic when needed
- A.12 Notify Parking Bureau staff of issues that need to be addressed
- A.13 Assist garage patrons in timely and courteous manner
- A.14 Provide validations to garage monthly patrons and document action
- A.15 Place informative signs throughout the garage
- A.16 Provide monthly parkers with parking pass/tags
- A.17 Monitor garage spaces for availability (log car counts)

3.3 Each bidder must complete and return with the bid Table 2 below. Check to verify that the bidder can and will perform these tasks

Table 2 - Verification of Performance

Task Number	Task Summary	Bidder Can and Will Perform This Task	Activity Schedule
A1.	Assist facility maintenance in the continuous operation of garages		Daily
A2.	Cashier Function		Daily
A3.	Assist customer with revenue control equipment		Daily
A4.	Reports log, daily sales, and cashier		Daily/Weekly/Monthly

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

	bank deposit		
A5.	Answering telephone		Daily
A6.	Assisting customer with directions around City		Daily
A7.	Complete paperwork for garage reports		Daily/Weekly/Monthly
A8.	Collect and categorize parking ticket transactions		Daily
A9.	Stock and maintain revenue control equipment		Daily
A10.	Special Events		As needed
A11.	Direct Traffic		Daily
A12.	Notify Parking Bureau of issues		As needed
A13.	Provide assistance in timely/courteous manner		Daily
A14.	Provide validations to monthly patrons		Daily
A15.	Place signage around garage		Daily – As needed
A16.	Provide monthly parkers with passes		Daily
A17.	Log car counts		Daily

4. PERFORMANCE STANDARDS

- 4.1 Although the list of Baseline Services enumerated in Section 3 above provide a written description of the service standards expected by the City, the contractor is expected to provide any and all services required to properly maintain the garages and protect the health, safety and welfare of all users of the garage facilities, whether or not such services are specifically listed above or adequately described.
- 4.2 The City will conduct daily and monthly inspections of the garages to verify that the attendants and supervisors are on duty and performing the functions specified. The City will inform the contractor of any deficiencies identified by the City during its inspections. The City expects the deficiencies to be corrected by the contractor immediately or within the time period agreed by the City.
- 4.3 The City reserves the right to proceed against the cash performance security of the contractor in order to get the deficiencies corrected that were caused by the contractor not providing the services specified in the contract, or to pursue further action against the contractor as specified herein.
- 4.4 The City expects the contractor to:
- 4.4.1 Contact 911 and then other designated City officials immediately when a crime has been or appears to be being committed in the Garage
- 4.4.2 Contact the designated City officials immediately when major incidents (e.g., violent crime, fire damages, car accident, etc.) occur in the Garage

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

- 4.4.3 Provide the Director of Parking, as requested, copies of customer service/garage attendant logs.
- 4.4.4 Conduct customer service/garage attendant training sessions as required, to insure that garage patrons are provided service in a timely and courteous manner.
- 4.4.5 The contractor is expected to insure that garage patrons are able to exit the garage within the time frames set by the Director of Parking. Attendants are expected to insure that exit times do not exceed the maximum set by the Director of Parking.
- 4.4.6 The contractor must ensure that all garage personnel are neatly groomed and appropriately dressed as specified in the contract.
- 4.4.7 Garage attendant and maintenance personnel must be assigned and on duty as specified in the contract. The contractor will supervise the garage attendant and maintenance personnel to make sure they are circulating through the garage by foot on a regular basis throughout the day

5 SPECIAL EVENTS STAFFING

- 5.1 The contractor shall provide extra/additional attendants for garages during special events, upon request of the City. Extra attendants may be requested to supplement the baseline staff already on duty, or may be requested to provide coverage for hours not covered by baseline staff. Special events staff shall provide any of the services requested by the City consistent with baseline attendant services, but primarily revenue collection and parking control.
- 5.2 The contractor shall provide an additional supervisor for special events upon request of the City.
- 5.3 The City will endeavor to provide the contractor with at least two (2) days advance notice of a request for special events staff. However, the contractor agrees to provide additional staff if requested with less notification for unanticipated needs of the City.
- 5.4 The City cannot guarantee how many special events staff will be required over the course of a year. Nor will the City guarantee the length of time (shift) that any special events staff will be required to work for any specific event. The City will endeavor to request staff for at least a two hour period for each call out, however, it may be substantially more than that. The contractor will be responsible for insuring that any staff working special events do so in accordance with labor law requirements.
- 5.5 Staff for special events will likely require cash handling due to pay in advance operations. All revenues from a pay in advance event will be turned into the City for reconciliation as directed by the City. All shortages will be reimbursed by the contractor immediately.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

- 5.6 The City will pay the contractor the per hour price for attendants and/or supervisors for the number of hours requested by the City. Any and all costs associated with providing attendants and/or supervisors shall be incorporated in the per hour rate. No additional costs will be paid by the City.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

APPENDIX B

GROUP B

CLEANING AND MAINTENANCE SERVICE REQUIREMENTS

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

1. SCOPE OF SERVICES

- 1.1 The contractor will provide cleaning and maintenance services for city garages in accordance with the specifications and of this Invitation to Bid and contract documents.
- 1.2 The contractor must provide qualified and competent employees and supervisors to provide the services specified herein, and any other related services requested by the City.

2. BASELINE SERVICES

- 2.1 The contractor shall provide the baseline services specified below for a flat monthly rate, per garage, as shown in the Proposal.
- 2.2 Baseline services shall include the provision of cleaning products and items required to perform the tasks and services as specified herein as part of the flat monthly rate.
- 2.3 Any additional services not listed below or reasonably equivalent to and normally associated with the services listed below may be requested by the City, and will be added to the baseline services or as additional services at a cost to be negotiated by the City and the contractor. If the City requests a reduction in baseline services, the flat monthly rate can be adjusted as negotiated by the City and the contractor.
- 2.4 The contractor's cleaning and maintenance employees shall start work at 7 a.m. Monday through Friday in all garages, so that the garages can be properly cleaned before peak morning traffic volumes. The Director of Parking may request variable start times based upon special requirements of each garage. Work at each garage may be performed on a schedule that permits the contractor to efficiently manage the services to each garage, as long as this schedule is approved by the Director of Parking.
- 2.5 The minimum level of services required for baseline cleaning and maintenance service tasks and requirements include:
 - B.1 Clear debris from garage drains.
 - B.2 Secure broken glass.
 - B.3 Adjust curb stops that have been moved.
 - B.4 Cleaning of garage restrooms including commodes, sinks, emptying and disinfecting of receptacles.
 - B.5 Clean up vehicle spills
 - B.6 Clean parking decks of debris including sweeping and removal of gum, tar, etc.
 - B.7 Cleaning of stairways, elevators and lobby areas, garage railings, bike lockers and maintenance rooms, etc.
 - B.8 Cleaning of garage offices, booths, light fixtures, revenue control equipment.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

- B.9 Vacuum floor/ rugs.
- B.10 Ensure elevators are operating properly, if not contact City's Parking office when elevator is not working.
- B.11 Notify Parking Bureau staff of issues that need to be addressed by outside contractors
- B.12 Polish stainless steel doors on a daily basis
- B.13 Snow removal from sidewalks, interior & exterior walkways, entry & exits using shovels/snow blowers along with hand spreading of de-icer in selected areas. All areas where snow accumulates must be kept free of ice and snow. No more than 1" of accumulation of snow permitted. No salt is permitted inside the garage. Only City supplied de-icer may be used within the garage. Sidewalks from building to curb for all sides of the garage on the public right-of-way to be cleared and kept free of ice and snow. City supplied de-icer may be used by the contractor outside of the garage, subject to approval by the City, or salt provided by the contractor.
- B.14 Clear snow from and around revenue control equipment and fire hose connections
- B.15 Replace burned out garage light bulbs and secure damaged light fixture, lens covers and conduits
- B.16 Hose down of entry/exit ramps as needed
- B.17 Exterior cleaning of area within 10ft of garage
- B.18 Cleaning of doors, glass windows, the plastic, metal and illuminated signs, interior walkways and traffic control equipment
- B.19 Landscape work and light mowing as needed. This shall include adjacent City surface lots if requested.
- B.20 Power sweep garage, decks and surface lots. Wash-down and high pressure wash the garages
- B.21 Clear the sidewalks surround the Garage of trash/debris/ice and snow
- B.22 Clean light fixtures and lenses. (Dirt, insects and cob webs)
- B. 23 Sweep and mop floors in cashier booths, elevator lobbies, mechanical and utility rooms
- B.24 Clean all glass surfaces: doors, windows, cahier booths, elevators & stairwells
- B.25 Flush decks and each drain (weather permitting) using garage wash-down system, wet-vac any standing pools of water.
- B.26 Dust walls in stairwells and wet-vac any standing pools of water in stairwells
- B.27 Empty and clean waste receptacles

2.5 Each bidder must complete and return with the bid Table 3 below. Check to verify that the bidder can and will perform these tasks.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

Table 3 - Verification of Performance

Task Number	Task Summary	Bidder Can and Will Perform This Task	Activity Schedule
B.1	Clear debris from drains		Daily
B.2	Secure broken glass		As needed
B.3	Adjust curb stops		As needed
B.4	Cleaning of restrooms		Daily
B.5	Cleaning of vehicle spills		Daily
B.6	Clean parking decks of debris		Daily
B.7	Clean stairways, elevators, lobby, garage railings, bike lockers, maintenance rooms, etc.		Daily
B.8	Clean garage offices, booths, light fixtures, and revenue controls		Daily
B.9	Vacuum floor/rugs		Weekly
B.10	Ensure elevators are operating, contact the City when out of order		Daily
B.11	Notify Parking Bureau of issues		As needed
B.12	Polish stainless steel doors		Daily
B.13	Snow Removal and de-icing of sidewalks/walkways/decks/stairwells/ elevator openings		Snow has to be removed when 1" has accumulated or upon notice by the City. The City reserves the right to modify this requirement
B.14	Clear snow from revenue control and fire hose connections		Snow has to be removed when 1" has accumulated or upon notice by the City. The City reserves the right to modify this requirement
B.15	Replace garage light bulbs		As needed – within 24 Hrs. Immediately if needed for safety.
B.16	Hose down of ramps		As needed
B.17	Exterior cleaning of area w/in 10 ft of garage		Daily
B.18	Cleaning of doors, glass windows, signage, interior walkways and traffic control equipment		Daily
B.19	Landscape work and light mowing		As needed
B.20	Power sweep and high pressure wash garage and surface lots		Bi-weekly
B.21	Clear sidewalks around garage of debris		As needed
B.22	Clean light fixtures and lenses		Bi-weekly & when dirty
B.23	Sweep and mop floors and utility rooms		Sweep daily. Wet mop on a weekly basis

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

B.24	Clean all glass surfaces		Daily as minimum. As needed for fecal matter & bodily fluids
B.25	Flush decks and each drain		Spring, Summer & Fall Between May – Nov.
B.26	Dust and wet-vac stairwells of standing pools of water		Weekly dusting. As needed wet-vac
B.27	Empty and clean waste receptacles		Daily. Wash Monthly

3. PERFORMANCE STANDARDS

- 3.1 Although the list of Baseline Services enumerated in Section 2 above provide a written description of the service standards expected by the City, the contractor is expected to provide any and all services required to properly maintain the garages and protect the health, safety and welfare of all users of the garage facilities, whether or not such services are specifically listed above or adequately described.
- 3.2 The City will conduct daily and monthly inspections of the garages to verify that the garages are keep clean and in proper working order consistent with the intent of the contract. The City will inform the contractor of any deficiencies identified by the City during its inspections. The City expects the deficiencies to be corrected by the contractor immediately or within the time period agreed by the City.
- 3.3 The City reserves the right to proceed against the cash performance security of the contractor in order to get the deficiencies corrected that were caused by the contractor not providing the services specified in the contract, or to pursue further action against the contractor as specified herein.
- 3.4 The City expects the contractor to:
- 3.4.1 Contact 911 and then other designated City officials immediately when a crime has been or appears to be being committed in the Garage
 - 3.4.2 Contact the designated City officials immediately when major incidents (e.g., violent crime, fire damages, car accident, etc.) occur in the Garage
 - 3.4.3 Provide the Director of Parking, on a monthly basis, or more frequently, of requested copies of maintenance logs, customer service/garage attendant logs.
- 3.5 Monthly Inspections
- 3.5.1. In order to ensure the high quality of each garage's performance and maintenance, the Municipal Parking Compliance Monitor will conduct routine inspections at least once a month (twelve inspections or more per year). A written evaluation form such as Form A1 attached shall be used and provided to the contractor. This evaluation summarizes the types and level of service that the City expects will be provided by the contractor under the terms of this contract. The City expects that any deficiencies

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

noted on the form will be corrected by the contractor within the time requested by the City.

3.5.2 The monthly inspections are intended to perform a comprehensive evaluation of how well the contractor is meeting the service requirements of this contract for maintaining the garages. The inspections will focus in particular on the major services summarized as follows:

3.5.2.1 The contractor must carry out all functions necessary to the operation of the garages including, but not limited to, all normal and routine maintenance, repair and cleaning activities detailed in this contract,

3.5.2.2 The various mechanical systems in the garages (e.g., drainage) must be maintained at a satisfactory level for the City,

3.5.2.3 The lighting systems in the garages must be maintained at a satisfactory level for the City,

3.5.2.4 The contractor must not use salts in the garages, only City approved de-icing products can be used,

3.5.2.5 Snow and ice control must be performed. Clear snow from and around revenue control equipment and fire hose connections. Garage entrance and exits must be free of ice and snow at all times,

3.5.2.6 Sidewalks surrounding the garages must be free of trash/debris, ice and snow. Garage landscaping must be properly maintained.

3.6 Continuous Inspections

3.6.1 In addition to the monthly inspections, the City will continuously evaluate the contractor's performance on a daily basis to insure that the garages and garage customers are being served according to the terms of this contract.

3.6.2 The City expects immediate correction of any problems identified and conveyed to the contractor's representative, who will then provide the City with a corrective action plan.

3.6.3 If the contractor fails to correct the problem within a time acceptable to the City, the City reserves the right to proceed against the cash performance security of the contractor in order to get the deficiencies corrected that were caused by the contractor not providing the services specified in the contract, or to pursue further action against the contractor as specified herein.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

3.6.4 Each of the daily activities listed in Table 3 are expected to be completed. In order to insure that the garages are maintained so as to be clean and safe. The City will conduct daily inspections that will focus on, but not be limited to the following:

3.6.4.1 Trash collection.

The contractor must inspect the trash receptacles at least four times per day. These inspections should be early morning, before the lunch hour, after the lunch hour, and mid-afternoon before 4 p.m.. If a trash receptacle is more than 50% filled it will be emptied immediately, otherwise it will be emptied either during the morning or late afternoon inspection daily. If an evening special event is scheduled, an additional inspection will be conducted and all receptacles that are 50% or more filled will be emptied. Contractor must also do a daily trash pickup from adjacent City surface lots (Franklin and Wadsworth) if requested by the City.

3.6.4.2 Garage ramps, parking spaces and stairwell maintenance.

The contractor must inspect the stairwell, ramps parking spaces and walkways at least four times per day. These inspections should be early morning, before the lunch hour, after the lunch hour, and late in the afternoon. Any trash, litter, or waste products will be picked up and cleaned as needed. The stairwells will be swept and sanitized daily as specified in the contract.

3.6.4.3 Elevators, and Skyway lobby, and pedestrian corridor maintenance. Each of these areas must be inspected daily. The contractor will respond immediately to clean any trash, litter, or waste product, and will contact the Municipal Parking Office to correct any malfunction of the elevator or other mechanical equipment.

3.6.4.4 Appearance of garage personnel.

The contractor must ensure that all garage personnel are neatly groomed and appropriately dressed as specified in the contract.

3.6.4.5 Supervision of garage attendant and maintenance personnel.

Garage attendant and maintenance personnel must be assigned and on duty as specified in the contract. The contractor will supervise the garage attendant and maintenance personnel to make sure they are circulating through the garage by foot on a regular basis throughout the day.

3.6.4.6 Removal of snow and ice.

Clear snow from and around revenue control equipment and fire hose connections. Garage entrances and exits must be free of ice and snow during the winter months. Sidewalks surrounding the garages must be free of trash/debris, ice and snow.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

3.6.4.7 Garage lighting

Each level must not have more than four lights out at a given time. No more than twelve lights throughout the garage shall be out. All stairwell and elevator lobbies' lights must be operational.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

APPENDIX "C"

WAGE RATES

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.



Andrew M. Cuomo, Governor

Mario J. Musolino, Acting, Commissioner

City of Rochester
Eric Kline, Project Assistant
30 Church St
Rm. 106-A
Rochester NY 14614-1281

Schedule Year 2015 through 2016
Date Requested 08/20/2015
PRC# 2015901051

Location City-Wide
Project ID#
Occupation Type(s) Janitor, Porter, Cleaners, Elevator Operator, Landscape Maintenance

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 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.

If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

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 Article 9 Public Work Building Service 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

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

APPENDIX "D"
SUPPLY LIST
TO BE ATTACHED BY BIDDER

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

APPENDIX "E"
EQUIPMENT LIST
TO BE ATTACHED BY BIDDER

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

APPENDIX F

Questions and Answers to Provide Additional Information To Bidders

APPENDIX F

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

QUESTIONS AND ANSWERS. These questions are provided to offer bidders additional information about how this contract will be administered. The City's responses to the questions are provided below each question. The questions and answers are provided for informational purposes only and will not be incorporated into the contract documents.

Q1. What are the approximate gross revenues for each garage?

A1. For Fiscal Year 2014, approximate gross revenues were as follows. Revenues in future years may be substantially more or less than shown.

Court Street: \$1,200,000

Crossroads: \$850,000

High Falls: \$820,000

Midtown: \$200,000

Mortimer: \$160,000

Sister Cities: \$1,300,000

Washington: \$1,100,000

East End: \$975,000

Q2. Please provide examples of the City special events calendar.

A2. The following provides a listing of many but not all special events. As stated in the specification, the contractor will only be required to provide additional staff for special events as requested by the City.

<http://www.cityofrochester.gov/search-template.aspx?id=75>

http://www.rpo.org/concerts_cal.php

<http://www.amerks.com/schedule.asp?season=2014-15&type=regular>

<http://www.gevatheatre.org/calendar/>

Q3. Please provide a list of cleaning and snow removal equipment, supplies, tools and all other items the City will provide to maintain and operate the garages and lots.

A3. Cleaning: The City provides no cleaning equipment or supplies.

Snow Removal: The City provides shovels, snow blowers, de-ice product spreader, ice breaker, ice melt product.

- Q4. Please provide an overhead map detailing each garage's: sidewalk snow removal area, driveways and landscape areas; that are required to be maintained.
- A4. Use Google Earth to obtain an overhead view of each garage. Sidewalks from building to curb for all sides of the garage on the public right-of-way to be cleared and kept free of ice and snow. No more than 1" accumulation of snow permitted. City supplied de-icer may be used by the contractor outside the garage, subject to approval by the City, or salt provided by the contractor may be used. However, salt may not be used inside the garage.
- Q5. Will the City pay the "Monthly Cost" on the 1st of the then current month? If not, what are the City's "Monthly Cost" payment terms (Net 10, Net 30, etc.)?
- A5. Standard City practice is to pay invoices within thirty days once approved for payment by the department and the Department of Finance. Approved for payment means that all work/services billed have been completed per terms of the contract, and all required submissions received and correct, such as certified payrolls for the time period being billed. If different terms are required by a bidder they must be noted in the bid as an exception
- Q6. Please differentiate by employee classification and task, those operations that the employees are to be paid under Article 9.
- A6. All employees performing cleaning and maintenance services listed in Table 3 of Appendix B are to be paid under prevailing wage Article 9. A parking attendant who performs cleaning and maintenance services tasks shall be paid Article 9 wages during the time that employee was performing those tasks. Incidental performance of those tasks (e.g. an attendant spends 15 minutes picking up trash every 4 hours) can be aggregated in half hour increments for purposes of reporting on certified payrolls. Example – an attendant who during the course of a shift cumulatively performed 2 hours worth of cleaning services over the course of the shift shall be paid at a minimum the Article 9 wages and benefits for 2 hours that shift. The certified payroll provided would show two hours paid at the prevailing wage for that shift.
- Q.7 Who is responsible for maintaining the garage roofs during the winter months (snow plowing, snow removal, de-icing, etc.)?
- A7. Garage Roofs during winter months are not plowed under terms of this contract, but the doorways to stairs and elevators will be cleared of snow and ice with shovel or broom, and de-ice product supplied by the City will be applied by the contractor as part of the contract.
- Q8. Please provide the current calendar schedule for the deck flushing and pressure washing.
- Q8. May-October, no set schedule or dates.
- Q9. When can flushing of the deck be done?
- A9. After business hours.
- Q10. What is the list of the current approved supplies, utilized by the current maintenance company and the parking operator?
- A10. Maintenance products: Spraypak Stainless Steel Cleaner, Spray disinfectant, glass cleaner, foam cleaner, Spartan Chemical disinfectant bathroom cleaner, regular Ajax.

- Q11. Who provides the first aid kits?**
A11. The City
- Q12. Does the City have Fiber or Ethernet Connection that the contractor can utilize?**
A12. No.
- Q13. Do all the Garages have ample supply and pressure of water for the wash down operation?**
A13. All garages have operational wash-down systems. East End garage wash down system water line is small than the other garage systems. East End garage has 1inch water pipes, all other garages have 2 inch water pipes.
- Q14. Do all the floor drains function properly to drain off all the water from a wash down?**
A14. All garage floor drains are functional, there may be one (1) or two (2) at each garage that drains slowly, but they are functional.
- Q15. What is the best time of day/night to do the wash down and power wash?**
A15. After business hours or weekends
- Q16. When should the contractor turn in weekly staffing and payroll reports to the City Parking Director?**
A16. On a schedule acceptable to the Director of Parking. Monthly will suffice unless directed otherwise.
- Q17. What effort is required for removal of gum, tar etc. from parking decks?**
A17. Best effort is acceptable.
- Q18. Will the City provide light bulbs, ballasts, and other light fixture replacements? Will the City be responsible to maintain and replace all light bulbs above the height of 8 feet?**
A18. The City will be responsible for supplying light bulbs and fixtures as required. Any light fixtures that cannot be reached by an 8 foot ladder will be the City's responsibility. Most of the light fixtures that cannot be reached are on the ground level of the garages (e.g. High Falls Garage, Court Street garage)
- Q19. Are any employees under this contract subject to the City's Living Wage Ordinance?**
A19. No, the Living Wage Ordinance excludes contracts awarded through the competitive bid process.
- Q20. Will the City will provide all necessary de-icing supplies, compounds and materials (i.e. sodium chloride, calcium chloride, magnesium, calcium magnesium acetate or other where applicable); snow blowers; salt spreaders; shovels, etc.**
A20. Yes, the City will provide snow blowers, de-ice spreaders, shovels, etc. and de-icing agents for each garage.

- Q21.** What is the contractor expected to do relative to notifying the City of the schedule of employees working – example, start and end times, meal breaks, etc.?
- A21.** The City wants the schedule of when each position/employee is on duty and off duty. 24 hour advanced notice of any changes to position / employee breaks, must be provided to the Parking Compliance Monitors.
- Q22.** Will dumpsters be provided in each of the parking facilities?
- A22.** The City will provide trash totes for each garage and pay for the service.
- Q23.** Regarding the Garage Maintenance Schedule: Cleaning – Bi-weekly power sweeping, especially in very large facilities seems excessive. Will the City consider a monthly power sweeping as a minimum? Three deck flushes in combination with two annual pressure washes seems excessive. Would you re-consider permitting two deck flushes – early Spring and late Fall?
- A23.** No. The City wants all the services stated in the specification delivered as shown.
- Q24.** Will the contractor be selling monthly parking, or is this merely taking the pass/tag sold by the City and transporting it to the patron? Please clarify.
- A24.** The City will provide the pass/tags. The garage attendant(s) only have to hand the customer the pass/tags when asked.
- Q25.** There are no labor hours allocated for maintenance at the Franklin Street Lot or the Wadsworth Lot. What are the maintenance requirements at these two locations?
- A25.** The maintenance person at Washington Square garage will be responsible for Wadsworth lot and the Mortimer Street garage maintenance person will be responsible for Franklin Street lot. The requirement will be to keep the lot clean and free of debris.
- Q26.** If prevailing wages increase, will the contractor be permitted to change the flat rate bid prices and per hour prices offered in the bid to reflect the increase in cost to the contractor?
- A26.** No. The prices bid are expected to be held firm during the term of the contract and any extensions. The decision whether or not to offer an extension at the prices bid is a business decision made by the contractor at the time of extension.

ATTENDANT AND MAINTENANCE SERVICES FOR CITY GARAGES

FORM A1

Form A1

**Finance Department
 Parking Facilities Management
 Garage Operator Evaluation**

Revised 5/13

Inspected By: _____

Garage: _____
Date: _____

To pass, 80% of all applicable items in each section must be awarded.

Section 1

Satisfactory
 2 points

Unsatisfactory (0 Points)
 Categories (Details as Referenced)

42 Points	Score	Corrected	Repairs	Sweep	Mop Wash	Graffiti	Snow/Ice	Dusting	Other
Parking Decks\Lots	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flushed	<input type="checkbox"/>	<input type="checkbox"/> Spring	<input type="checkbox"/> Summer	<input type="checkbox"/> Fall	<input type="checkbox"/>				
Stairs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flushed	<input type="checkbox"/>	<input type="checkbox"/> Spring	<input type="checkbox"/> Summer	<input type="checkbox"/> Fall	<input type="checkbox"/>				
Railings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Elevators	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floors & Tracts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lobby	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mechanical Rooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Doors\Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interior Walkways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Skyway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Offices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cabinets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cashier Booths	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rest Rooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exterior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Telephone _____

Total Applicable Points: _____
Total Points Awarded: Initial _____
Section 3 Total Score: _____% Pass Fail

**Section 4
Equipment**

A.

Lighting									
18 Points									
Parking Decks\Lots	2 Points	1 Point	Score	Corrected	Excessive Lights out (0 Points)				
Ballast	<input type="checkbox"/> <6 out	<input type="checkbox"/> <12 out	_____	<input type="checkbox"/>	(Details as referenced)	_____	_____	_____	_____
Circuit Breakers	<input type="checkbox"/> <5 out	<input type="checkbox"/> <10 out	_____	<input type="checkbox"/>	_____	_____	_____	_____	_____
Stairs	<input type="checkbox"/> <1 out	<input type="checkbox"/> < 2 out	_____	<input type="checkbox"/>	_____	_____	_____	_____	_____
Elevators	<input type="checkbox"/> <4 out	<input type="checkbox"/> < 8 out	_____	<input type="checkbox"/>	_____	_____	_____	_____	_____
Lobbies	<input type="checkbox"/> <2 out	<input type="checkbox"/> < 4 out	_____	<input type="checkbox"/>	_____	_____	_____	_____	_____
Walkways	<input type="checkbox"/> <2 out	<input type="checkbox"/> < 4 out	_____	<input type="checkbox"/>	_____	_____	_____	_____	_____
Skyways	<input type="checkbox"/> <1 out	<input type="checkbox"/> < 2 out	_____	<input type="checkbox"/>	_____	_____	_____	_____	_____
Offices	<input type="checkbox"/> <1 out	<input type="checkbox"/> < 2 out	_____	<input type="checkbox"/>	_____	_____	_____	_____	_____
Rest Rooms	<input type="checkbox"/> <1 out	<input type="checkbox"/> < 2 out	_____	<input type="checkbox"/>	_____	_____	_____	_____	_____
Exit	<input type="checkbox"/> <1 out	<input type="checkbox"/> < 2 out	_____	<input type="checkbox"/>	_____	_____	_____	_____	_____

B.

Mechanical									
15 Points									
Preventive Maintenance	Functional	Leaks	Score	Corrected	Repairs	Missing	Damage	Parts	Other
Drainage	5 Point	Corrected	_____	<input type="checkbox"/>	Stoppage		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Doors	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Total Applicable Points: _____
Total Points Awarded: Initial _____
Section 4 Total Score: _____% Pass Fail

For an acceptable inspection, all sections must be passed.
To pass, 80% of all applicable items in each section must be awarded.
* Definitions:

1. Exterior: Sidewalks, walls, and landscape areas around the garage structure.
2. Skyway: All walkways and lobbies within the garage structure identified as part of the skyway system by skyway signs.
3. Traffic Control Signs: All light, signs, and other graphics directing the movement of vehicles in the garage.
4. Skyway\walkways signs: All lights, signs, and other graphics for assisting walking patrons.
5. Safety Signs: Warning, emergency instructions, and security information posted for patrons.
6. Absorbent: 50 pounds of nonflammable absorbent materials, ie: Floor-Dry or Absorb-All.



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.

l) 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 51 and shall submit documentation regarding Equal Employment Opportunity upon the City's request.

b) Definitions:

1. Good Faith Effort - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.
2. Minority Group Persons - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

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

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

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

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

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

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

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

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

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

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

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

DELIVERY PROVISIONS

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

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

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

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

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

The Purchase Order Number

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

The Quantity Ordered

The Quantity Shipped

The Quantity Back Ordered

The Name of the Contractor

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

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

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

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

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

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

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

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

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

50. **Collusive Bidding:** The Bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
51. **Identical Bidding:** Executive Order No. 10946: All identical bids submitted to the City as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount may at the discretion of the City, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.
52. **Employees Not To Benefit:** As a prerequisite for the payment pursuant to the terms of this contract, there shall be furnished to the City a statement under oath that no employee or officer of the City, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the contract. Upon request by the City, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Contractor shall be returned to the City.

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

53. **Child Labor:** Pursuant to Resolution No. 37-38 of the City of Rochester, the bidder certifies to the best of his/her knowledge that Child Labor has not been employed in the manufacture of the materials, supplies, the containers thereof, or services represented hereon.
54. **Prevailing Wages:** Bidder hereby certifies that to the extent applicable to this contract the wage rates to be paid to employees on this contract shall be in conformity with the wage rates established by the Comptroller pursuant to and in conformity with Section 220 of the New York State Labor Law. To the extent that prevailing wages are not applicable to the contract, the bidder hereby certifies that he/she shall pay employees working hereunder the minimum wages established by law.
55. **Testimony Concerning Contracts:** The refusal of the vendor, or any of its officers, directors, partners, members or agents, when called before a Grand Jury, to testify concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, shall disqualify the vendor and such officer, director, member or agent thereof from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation in the

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

56. **Status As Independent Contractor:** The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he shall conduct himself in a manner consistent with such status, that he will neither hold himself nor his employees out as, nor claim to be an officer or employee of the City by reason hereof, and that he and his employees will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage, and retirement membership or credit.
57. **Audit:** The Contractor agrees to permit on-site inspection and auditing of all records, books, papers, and documents associated with this Agreement by authorized representatives of the City, and further agrees to provide necessary staff support for the performance of such audit. The Contractor agrees to maintain for a period of three (3) consecutive years following termination of this Agreement any and all records, reports and other documentation arising from the performance of this agreement; however, this period shall be extended beyond three years for any and all records and information pertaining to unresolved questions, which have been brought to the Contractor's attention by written notice by the City.
58. **Compliance With All Laws:** The Contractor agrees that, during the performance of the work required pursuant to this Agreement, the Contractor, and all employees working under his direction, shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way their actions during their said performance of the work required by this Agreement. Furthermore, each and every provision of law and contractual clause required by law to be inserted in this Agreement shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.
59. **Extent of Agreement:** This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements, and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by its authorized agent.
60. **Law and Forum:** This Agreement shall be governed by and under the laws of the State of New York and the Charter of the City of Rochester. The parties further agree that the Supreme Court of the State of New York, held in and for the County of Monroe shall be the forum to resolve disputes arising out of either this agreement or work performed according thereto. The parties waive all other venue or forum selections. The parties may agree between themselves on alternative forums.
61. **No Waiver:** In the event that the terms and conditions of this agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.
62. **Severability:** If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the laws of the State of New York.

NOTICE TO BIDDERS

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

38. Equal Opportunities:

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

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

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

- 1) The vendor understands that the City has adopted a policy prohibiting contracting for goods or services with a person, firm, or corporation doing business in Northern Ireland, who does not support fair employment without religious discrimination and does not cooperate with agencies monitoring equal opportunity employment.
- 2) If, because of applicable law, a contract is awarded to a contractor who does not support equal opportunity employment without religious discrimination, the contractor must submit a statement to the Director of Finance detailing the reason for such nonsupport of fair employment.