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

SAHLEN STADIUM MULTI-SPORT SCOREBOARD – FURNISH AND INSTALL

Invitation to Bid No. 428300 Issued: June 6, 2016

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

PRE-BID MEETING: Monday, June 13th 2016 at 10:00 a.m. Room 105A, City Hall

BID OPENING: Monday June 20, 2016 at 11:00 a.m.

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

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

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CONTRACT CHARACTERISTICS
(For definitions or explanations, see General Conditions)

Type of Contract: ONE TIME CONTRACT WITH 120 DAY PRICE HOLD

Bid Deposit Requirement: YES, SECTION 14

Performance Security Requirement: YES, SECTION 14

Insurance Requirement: YES

Samples Requirement: NO

Descriptive Literature/Technical Data Requirement: MUST BE SUPPLIED.

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.

SAHLEN STADIUM MULTI-SPORT SCOREBOARD – FURNISH AND INSTALL

1. SCOPE

It is the intent of the City of Rochester to contract for the purchase and installation of an outdoor Multi-sport scoreboard in the existing master scoreboard at Sahlen Stadium.

2. METHOD OF AWARD

2.1 Award will be made to the lowest responsive and responsible bidder based on Total Bid Price.

2.2 Bidders must enter prices inclusive of all labor and materials required to complete the installation to have the bid considered valid.

3. PRE-BID CONFERENCE

3.1 A pre-bid conference will be held on Monday, June 13, 2016 at 10:00 a.m. in room 105A. A walk-thru at Sahlen Stadium will immediately follow the meeting.

3.2 It is strongly recommended that all potential bidders attend the pre-bid conference in order to verify installation conditions. In the event that any unforeseen conditions become apparent after award of the contract, the vendor shall be responsible for any additional expenses.

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4. DELIVERY AND INSTALLATION

4.1 Delivery and set up shall be F.O.B. the location specified.

4.2 The successful bidder shall schedule installation with the Project Manager listed below, on a date acceptable to the City:

Jodi Micoli
(585) 428-7375

4.3 The City requires the multi-sport scoreboard to be manufactured, delivered and installed in accordance with specifications (Appendix A). The bid prices should therefore include the inside delivery; uncrating, assembly, installation of new board with removal and disposal of debris from the site on a daily basis, and materials; tools and or equipment required to complete the work.

5. TERM OF CONTRACT

5.1 This contract will be for a one-time purchase of the product(s) specified. The contract will be initiated through the execution of contract documents and a City of Rochester purchase order. The bid price shall be held firm for one hundred twenty (120) days after the bid opening.

6. SPECIFICATIONS/DRAWINGS

As per Appendix A & B

7. STANDARD CONSTRUCTION CONTRACT DOCUMENTS

The City of Rochester Standard Construction Contract Documents dated November 1, 1991 and subsequent revisions are hereby incorporated by reference, and shall be used to establish contract requirements not otherwise covered in these bid documents. A copy of the standard construction contract documents is available on the City of Rochester web site at: http://www.cityofrochester.gov/article.aspx?id=8589949335, or may be purchased from the City of Rochester Bureau of Purchasing for $25.00

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8. BIDDING AND PERFORMANCE REQUIREMENTS

8.1 Each bidder must satisfy himself/herself fully to the work required. Signature of the Bidder on the proposal shall constitute a certification to the City that such bidder is informed regarding all the conditions that will affect the work to be done. Bidder also acknowledges this information was secured by personal investigation and research and accepts full responsibility for his/her bid prices.

8.2 During all phases of installation the successful bidder will field-verify site conditions.

8.3 In the event that any condition that should reasonably have been recognized by bidders becomes apparent after award of the contract, the contractor shall be responsible for any additional expenses incurred as a result of such condition.

8.4 The successful bidder will submit the manufacturer's factory shipping dates and site arrival date to the Project Architect listed in Section 4 of the bid document within 10 days of contract award.

9. GUARANTEE AND WARRANTY

9.1 The bidder shall guarantee that the equipment delivered is standard new equipment per the specifications. All equipment shall be guaranteed for a period of five (5) years against defective parts and workmanship. If defects occur during

this time, they shall be replaced or corrected by the contractor without cost to the City, except where it shall be clearly shown that the defect is due to misuse and not to faulty manufacture or installation. This guarantee must be concurrent with the manufacturer's standard part guarantees and warranties. Bidder verifies this guarantee is concurrent with the manufacturer's standard guarantees and warranties.

9.2 The bidder must submit with the bid the manufacturer's standard warranty policy. If an extended warranty is required in order to meet the five (5) year warranty period, a copy of the extended warranty must be submitted with the bid. The cost of the standard and any extended warranties must be included into the Base Bid price. The City reserves the right to reject any bid where the warranty offered is not comprehensive and does not otherwise meet the City's requirements.

9.3 Bidders should also indicate on their Proposal the current cost of an ongoing extended warranty which the City could purchase after the initial five (5) year warranty period has expired.

9.4 By submission of this specification, bidder warrants that the items/products offered will meet the performance needs as specified herein.

9.5 Warrantees should also include response times for service calls. The City reserves the right to reject any bid where the response times exceed the City's requirements as specified herein.

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10. QUALIFICATION OF BIDDERS

10.1 Bids will be accepted only from established manufacturers or their authorized dealers. In the event a bid is submitted by a dealer, the dealer hereby guarantees that he/she is an authorized dealer of the manufacturer and that the manufacturer has agreed to supply the dealer with all quantities of items to be ordered by the dealer pursuant to any resulting contract with the City. He/she agrees further to provide the City with a certificate from the manufacturer acknowledging same, if requested.

10.2 Bidders must meet the qualification requirements stated in Appendix A, Section 1.03, and provide any additional documentation requested in order to demonstrate that the bidder meets these requirements. The City reserves the right to reject any bid where the bidder cannot demonstrate to the satisfaction of the City that the bidder meets the qualifications as defined herein.

10.3 This clause is not meant to restrict the use of equal items.

11. INSURANCE

11.1 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.

11.2 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 cancelled until ten days' written notice has been given to the City Purchasing Agent.

11.3 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.

11.4 The kinds and amounts of insurance are as follows:

11.4.1 WORKERS' COMPENSATION AND DISABILITY INSURANCE

The agreement shall be void and of no effect unless the person or corporation making or executing same shall secure Compensation and 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. <u>Workers' Compensation Insurance</u>

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.

B. <u>NYS Disability Insurance</u>

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

11.4.1 PROPERTY AND 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

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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 LIABILITY
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 bases

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.

B. 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

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

Bodily Injury and Property Damage Limit
$2,000,000

Products/Completed Operations limit
$2,000,000

General Aggregate
$2,000,000

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All policies shall be endorsed to provide Waiver of Subrogation Endorsement(s) shall be included with the Certificate of Insurance

12. LABOR STANDARDS REQUIREMENTS

12.1. COMPLIANCE WITH LABOR LAWS

12.1.1 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.

12.1.2 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 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.

12.1.3 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 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.

12.1.4 In all operations related to the Work, all 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 fore-going shall apply to subcontractors of the contractor.

12.2 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

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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 hereunder except as the Commissioner of Labor may specifically provide for variations of or exemptions from the requirements thereof.

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

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13. PREVAILING WAGE RATES

13.1 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.

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

13.3 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.

13.4 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, at (585) 428-7398.

14. BONDS

14.1 BID BOND

A bid bond in an amount equal to five percent (5%) of the bid price shall be furnished with each bid. At its option, the City shall have the right to accept cash, a certified check, or a letter of credit in satisfaction of this requirement.

14.2 PERFORMANCE AND OTHER BONDS

14.2.1 The contractor must furnish two executed surety company bonds, each in an amount equal to fifty percent (50%) of the bid 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 notification that his bid was 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. 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.

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14.2.2 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.

B. In the event the contractor submits cash or a cash instrument as alternate security, the City will accept 50% of the bid price 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.

15. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

15.1 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.

15.2 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."

15.3 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.

15.4 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.

15.5 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.

16. DELIVERY

Delivery and installation are F.O.B. destination. Delivery shall be within the time identified on the Proposal A.R.O. Installation shall be completed on a schedule agreed by the City. The City reserves the right to reject any bid where the

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proposed delivery date is not acceptable to the City given current standard market conditions.

17. W-9

A W-9 is required with each bid.

18. NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

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

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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.

SAHLEN STADIUM MULTI-SPORT SCOREBOARD

Furnish, installation and five (5) year warranty as specified:

TOTAL BID PRICE $ _____

MANUFACTURER MAKE AND MODEL NO._____

DELIVERY DATE _____ CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER

NAME AND ADDRESS OF COMPANY/PERSONNEL THAT WILL PROVIDE WARRANTY/REPAIR SERVICE: _____

_____

ANNUAL COST OF EXTENDED FULL SERVICE WARRANTY AFTER THE INITIAL FIVE (5) YEAR PERIOD: $_____

TECHNICAL LITERATURE PROVIDED (Appendix Section 2.02) ____

SPARE PARTS LIST PROVIDED (Appendix Section 3.08) ____

_____ Authorized Signature

_____ Typed Name of Authorized Signature

_____ Typed Name of Company

(Continued through Page 13)

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QUESTIONNAIRE FORM FOR CITY SPECIFICATIONS

TO BE FILLED IN BY BIDDER AND PRESENTED WITH BID PROPOSAL

Is this bid in conformance with specifications? Yes_____ No_____

If answer is "No", bidder must identify and explain each exception taken and reference each page and paragraph to which the exception will apply.

It shall be understood that if no exception is taken, the contractor shall supply all materials or services as specified.

_____

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_____ _____
Authorized Signature Typed Name of Authorized Signature

_____
Typed Name of Company

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SAHLEN STADIUM MULTI-SPORT SCOREBOARD – FURNISH AND INSTALL

PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

_____
Name of Firm or Corporation

_____
Street Address

_____
City State Zip Code

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

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

_____
Date

****

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

_____

Contract No. _____ Contract Term:_____

_____
Purchasing Agent

Date: _____

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APPENDIX "A"

SPECIFICATION

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SAHLEN STADIUM MULTI-SPORT SCOREBOARD – FURNISH AND INSTALL

SAHLEN STADIUM
MULTI-SPORT SCOREBOARD

PART 1 OVERVIEW

1.01 INTRODUCTION

The following specifications represent the minimum requirements for a multi-sport LED scoreboard to be installed for Sahlen Stadium. Bidders responding to the bid are asked to submit bids for the provision and complete installation of the scoreboard as outlined within this bid package. **Only LED technology may be used for scoreboard.**

These specifications shall establish the design criteria and set qualifying guidelines for all LED scoreboard equipment to be provided as part of this bid for the following:

1) One (1), 9' x 33' Outdoor LED stadium multi-sport scoreboard. Installation to be in on the lower portion of an existing display system at Sahlen Stadium.

Firms responding to this bid must provide pricing for a turnkey installation, including pricing for the provision and installation of all items necessary to provide a complete, workable and operational system. Material or equipment required for the provision and installation of such a system, not expressly addressed in this bid, is understood to be the responsibility of the Bidder.

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1.02 DEFINITIONS

A. "Bidder" shall mean each vendor that has received the specifications and will be bidding on the project

B. "Contractor" shall mean the vendor that has been selected to provide products and installation or services for Sahlen Stadium

C. "Owner" shall mean City of Rochester – Sahlen Stadium

1.03 QUALIFICATIONS

Bidders and manufacturers must meet the following minimum requirements:

A. Bidder must provide a list of a minimum of five (5) facilities (name of facility, photo of installation, description, installation dates, contact name, title, address and phone number) where the bidder has installed similar proposed outdoor display products.
B. Bidder must have been in the business of building and installing permanently mounted indoor and outdoor displays for a minimum period of five (5) years prior to the contract bid date.
C. Manufacturer qualifications: Company specializing in manufacturing outdoor multi-sport LED scoreboard with ten (10) years minimum successful experience. Experience must include scoreboards for major Division I fields or courts or high level professional sports fields or arenas.
D. Bidder must design the module, design and build the circuitry and circuit boards, take the core components (discreet LED, transistors, resistors, circuit boards, power supplies, etc), assemble and integrate the units, calibrate for uniformity, and assemble into the mounting structure.
E. Bidder must have a service partner located within greater Rochester, NY with a minimum of 5 years experience servicing bidder's product to ensure optimum service response. Service response time must be within two (2) hours 24/7 from an authorized City representative.
F. Bidder must provide a toll-free help desk number with live customer support during normal business hours.
G. Bidder must have in-house repair center with parts exchange program.
H. Bidder must be able to demonstrate the ability to perform the type of work specified herein, including building, installing and integrating a scoreboard into an existing larger master scoreboard.

1.04 COMPLETE RESPONSE

It shall be the responsibility of the bidder to ensure all specified equipment and scope-of-work requirements described in the bid are sufficient to ensure the City of Rochester / Sahlen Stadium is supplied with a fully functional system. Equipment or scope-of-work responsibilities not specifically addressed in the specifications, but realized by the bidder to be essential for system installation and functionality, must be included in the bidder's price proposal.

1.05 GENERAL DESCRIPTION

OUTDOOR LED MULTI-SPORT SCOREBOARD REQUIREMENTS

A. LED MULTI-SPORT SCOREBOARD
   1. One 9' x 33' Outdoor LED stadium multi-sport scoreboard
   2. Installation to be in existing display system at Sahlen Stadium as shown in Appendix B
   3. Scoreboard control console
   4. All necessary assembly and attachment of components to support structure
   5. Complete scoreboard installation
   6. Complete spare parts package
   7. Parts and Labor Warranty with Extended Warranty option for up to 5 years.

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1.06 SUBMITTAL

A. The following items must be included in the bid:

   Proposals shall be prepared according to the following layout:
   1. Introductory Letter
   2. Bidder's Qualifications
   3. Similar Projects - Highlights
   4. List of recent references (minimum of 5) with name of facility, photo of installation, contact name, title, address and phone number
   5. Proposed Equipment Drawings/Renderings/Cut Sheets
   6. Product cut sheets and technical data for scoreboard and software proposed
   7. Warranty: Parts and Labor Warranty with Extended Warranty option for up to 5 years.
   8. Spare Parts Lists: List to include spare parts that will be included for scoreboard
   9. Proposed timeline for completing the work (Gantt Chart format)

B. The successful bidder shall provide a complete technical submittal within 10 days of contract award and shall not proceed with scoreboard manufacturing until the Owner has approved the submittal. LED scoreboard must be new and proof of manufacturing date will be required.

1.07 ADDITIONAL INSTRUCTIONS

Bidders shall review and be familiar with the following additional instructions:

Change orders will not be allowed for bidder error in estimating the cost of the project. Bidders must research the existing construction documents prior to submitting a bid. Structural elements required for support of the scoreboard within the existing master scoreboard shall be solely the Contractor's responsibility.

The Contractor shall retain, or have on its staff, during all phases of their services, all appropriate professional personnel necessary to completely and accurately perform the services required.

SAHLEN STADIUM MULTI-SPORT SCOREBOARD – FURNISH AND INSTALL

The Contractor shall be responsible for field verifying all existing sizes and conditions prior to submission of shop drawings.

All design services must comply with all relevant New York State Building Codes, including, but not limited to, wind, seismic and snow loading as applicable.

The Contractor shall supply to the Owner digital/electronic record drawings products, upon completion of the work required herein. The final shall be a complete compilation of all digital files created for the project.

The specifications shall act as a description of the minimum display system desired by the Owner.

The Contractor shall provide an on-site installation coordinator to supervise the hanging of the scoreboard. The installation coordinator must be a direct employee of the Contractor.

PART 2 PRODUCTS

2.01 Products offered and installed must be as specified unless a bidder specifically identifies their bid as proposing an alternate. Alternates may be offered, however any alternate proposed must be functionally equivalent to and meet the performance parameters of the specifications. Any exceptions/alternatives to the specified products must be identified in the Proposal or the Questionnaire Form. The City reserves the right, in its sole discretion, to determine whether or not alternatives are sufficiently equivalent in terms of quality, service life, design, manufacture and functionality to be acceptable.

2.02 Bidders should supply complete technical specifications for products they propose. The City reserves the right to require additional information or examples if needed for the City to properly evaluate a proposal to determine compliance with these specifications.

2.03 LED MULTI-SPORT SCOREBOARD

Bidder shall provide one (1) LED Multi-Sport Scoreboard, installed within existing display system at Sahlen Stadium. System shall be comprised of one (1) LED scoreboard, control software, and installation. The scoreboard proposed must exhibit the following properties as a minimum of performance.

A. Exterior Scoreboard

1. Scoreboard shall operate from the following power sources: 4 lines 110 VAC, 15 amps, 50/60Hz, requires earth ground.
2. Approximate weight: 950 lbs.
3. White Cree ultra-bright SMT LED displays, 23" high digits and 19" high digits
4. 10" electronic team names – 8 character
5. 10" electronic captions

B. Products / Materials

1. To meet the anti-corrosive, degradation, and oxidation requirements, the display housing aluminum sheet quality shall be no less than the properties of alloy 5052-H32; .064" thick front/back faces and .091 thick top/bottom/sides.
2. Finish to be Tiger Powder Coat (or approved equivalent) on all sides, front and back of scoreboard.
3. High Quality Lexan digit protection
4. All housing and support structure shall be fully enclosed to provide a clean appearance and deter birds from roosting in or on the structure. Adequate airflow shall be provided behind the displays to provide ventilation.
5. All fasteners, anchors and other exposed hardware to be corrosion resistant stainless steel.

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6. Seven segment digit control per digit display. Conformal Coating: acrylic coating for moisture resistant use in outdoor application. Digit boards are FR4 fire rated fiber glass with 1 oz. copper boards. All digit and indicator boards will use a black silk screen and solder mask on the face of the board to help hide the board from view.
7. White SMT LED's to be used for all digits, dots, arrows, team names and possession indicators. The digits will use a 7 segment configuration and will use a fan system to condition the digits.
8. Digits to have clear viewing distance of 50' for 1" of digit size.
9. Real Time Clock with a ten year lithium battery back-up chip.
10. Wireless scoreboard communication: 900MHz scoreboard system standard for ISC9000 controller. Operating frequencies: ISM 900 MHz or 2.4 GHz. Outdoor / RF line-of-sight range: up to 1000'.
11. 120 VAC Scoreboard horn: Produce 100dBa at 10'. Electrical input of 120 VAC, 60 Hz at 0.18 Amps.

C. Control Center

1. ISC-9000 Wireless Control Console: One piece Die-cast aluminum case, outdoor microprocessor and quartz crystal based, operator's control center and designed to operate different models of scoreboard and accessories by interchanging the keyboard overlay and software settings.
2. Unit shall comply with Part 15 of FCC rules regarding interference.
3. 4x8 key and 3x4 keyboards with separate dedicated run, stop and horn keys.
4. Interchangeable keyboard overlays for 4x8 keyboard used for different sports.
5. Battery backed memory game data saved on power off position.
6. Full graphic backlit display capable of displaying 6 lines of information. All scoreboard information displayed on one controller screen.
7. RS485 2-wire communication port for game data. USB communication port for diagnostics and upgrades. Communication port for multi-controller setups.
8. Ethernet / wi-fi port.
9. Two configurable remote input ports.
10. Timer features: time of day display, multiple time out timers with warning, interval horn, up count auto stop with horn, and 1/10th second display during last minute.
11. 10 level dimmer control for scoreboard.

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D. Serviceability

1. The scoreboard housing shall provide safe and convenient front service access for all modular assemblies, components, wiring, and other materials located within the housing.
2. All internal components shall be removable and replaceable by a single technician with basic hand tools.
3. Service access shall be easily obtained by removal of one or more modules in front of the associated internal component.
4. Displays shall be designed with service features that minimize potential bodily harm.

PART 3 SERVICES – INSTALLATION

The following section describes the installation, maintenance and delivery responsibilities and shall establish project guidelines for quality control, warranties and service. All work described in this section shall be assigned to the Contractor as part of the project Scope-of-Work, unless specifically noted otherwise.

3.01 PREPARATION

A. Field Measurements: Coordinate display location and height with the existing display system. Verify dimensions by field measurements.

C. The owner must review and approve the drawings prior to the fabrication and installation of any equipment. The City of Rochester's review will be for design intent only, and will not validate the integrity of the engineering calculations.
C. Owner to obtain all necessary permits.
D. Contractor to provide an on-site installation coordinator or superintendent to supervise all on-site work. The installation coordinator or superintendent must be a direct employee of the Contractor.

3.02 ELECTRICAL INSTALLATION OF LED SCOREBOARD

A. Contractor must have scoreboard be grounded according to the provisions outlined in Article 250 of the National Electrical Code. The display must be connected to earth-ground.
B. All required primary power to the displays shall be completed by others. Primary power will be located at the base of the display structure.
C. All power to the control location shall be completed by others
D. Owner's electrical contract will provide and install all conduits for power and signal to the display.
E. Contractor shall furnish and install required cables for a fully operational system.
F. Owner's contractor to provide internet/network connection near display location. Contractor to make secondary connection to display.
G. Contractor shall provide all required materials and labor to provide cable terminations, system checkout and operator training at the time of installation.
H. Contractor is responsible for defining Owner's contractor's scope of work to install complete system. Contractor to coordinate all work with Owner's contractor.

3.03 STRUCTURAL INSTALLATION OF LED SCOREBOARD

A. Material or equipment required for the provision and installation of this LED scoreboard that is not expressly addressed in this bid is understood to be the responsibility of the Bidder.
B. Contractor to research the facility's construction schedule to ensure there are no scheduling conflicts regarding installation of the display components.
C. The Contractor shall be responsible for assembly and mounting of all display components onto the structure, and any required secondary support structure required to accommodate the display, and components noted within the specifications.
D. The Contractor shall be responsible for providing all display equipment shown on the noted drawings and shall be responsible for all architectural treatment required to give the entire display the general appearance as shown on the drawings.

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3.04 DELIVERY, STORAGE, & HANDLIING

A. The Contractor shall deliver to the site all system components and related materials at its own expense. The Contractor shall completely unload, uncrate, assemble, transport each component to its desired location for installation and install the system on-site in accordance with the facility's construction schedule and on site regulations. The Contractor will be responsible for the removal and disposal of all packaging materials, scrap, and debris and construction waste generated by all portions of its work. Any temporary on-site storage of equipment or tools will be the responsibility of the Contractor, and must be coordinated with the Sahlen Stadium staff.

3.05 MANUFACTURING AND INSTALLATION STANDARDS

A. Proper industry standards and approved connectors and terminators shall be used at all times. Wire routing will be through approved wire ways when required or be harnessed to provide a neat, safe and secure installation, which prevents physical damage to equipment or operators.

B. All equipment shall be designed, manufactured, and installed for ease of maintenance with the safety of maintenance personnel in mind. All display components shall be designed to require a minimum of specialized tools and/or equipment for service/maintenance of the equipment.

3.06 COMMISSIONING

A. Contractor will be required to demonstrate the full capabilities of the scoreboard and verify conformance to contractual specifications. The Contractor will be required to provide all necessary test equipment for acceptance testing. Confirmation will be required of, but not limited to the following functions: operation of each major system component, control functionality, diagnostic capabilities, brightness, viewing angles and uniformity of brightness and color across the display.

3.07 WARRANTY SERVICE PLAN

A. All proposals shall include a parts warranty on all proposed equipment for at least five (5) years from the date of acceptance of the system. Proposals shall demonstrate that there is at least one (1) authorized service company within greater Rochester that has participated in factory training on the products and have serviced manufacturer's product for five years to act as an authorized service agent for servicing and repair of all equipment. The local service entity shall be one that will offer emergency response availability (i.e. within two (2) hours of call from the City, 24/7). The following service will be required at a minimum.

1. Repair, replacement or exchange of failed electronic components
2. Access to technical support hotline and account coordinator
3. Access to technical personnel 24/7/365
4. Service dispatch

3.08 SPARE PARTS

Contractor will be required to provide an on-site supply of spare parts as part of the base bid price, which will ensure the timely repair of component failures. Bidders shall submit a list of spare parts that will be provided with each display component. During installation the Contractor must provide a detailed inventory of on-site spare parts to customer. Additional spare parts, either under system warranty or ordered by the facility, must be delivered to the facility within twenty-four hours of order if so requested.

Absolute minimum Spare Parts:

A. LED MULTI-SPORT SCOREBOARD

1. 2% of all display components, including but not limited to: LEDs, power supplies, cables, etc.

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3.09 OPERATOR AND MAINTENANCE TRAINING

The Contractor will provide on-site technical/operator training so that Sahlen Stadium / City of Rochester staff can control the new scoreboard completely.

APPENDIX "B"

DRAWINGS

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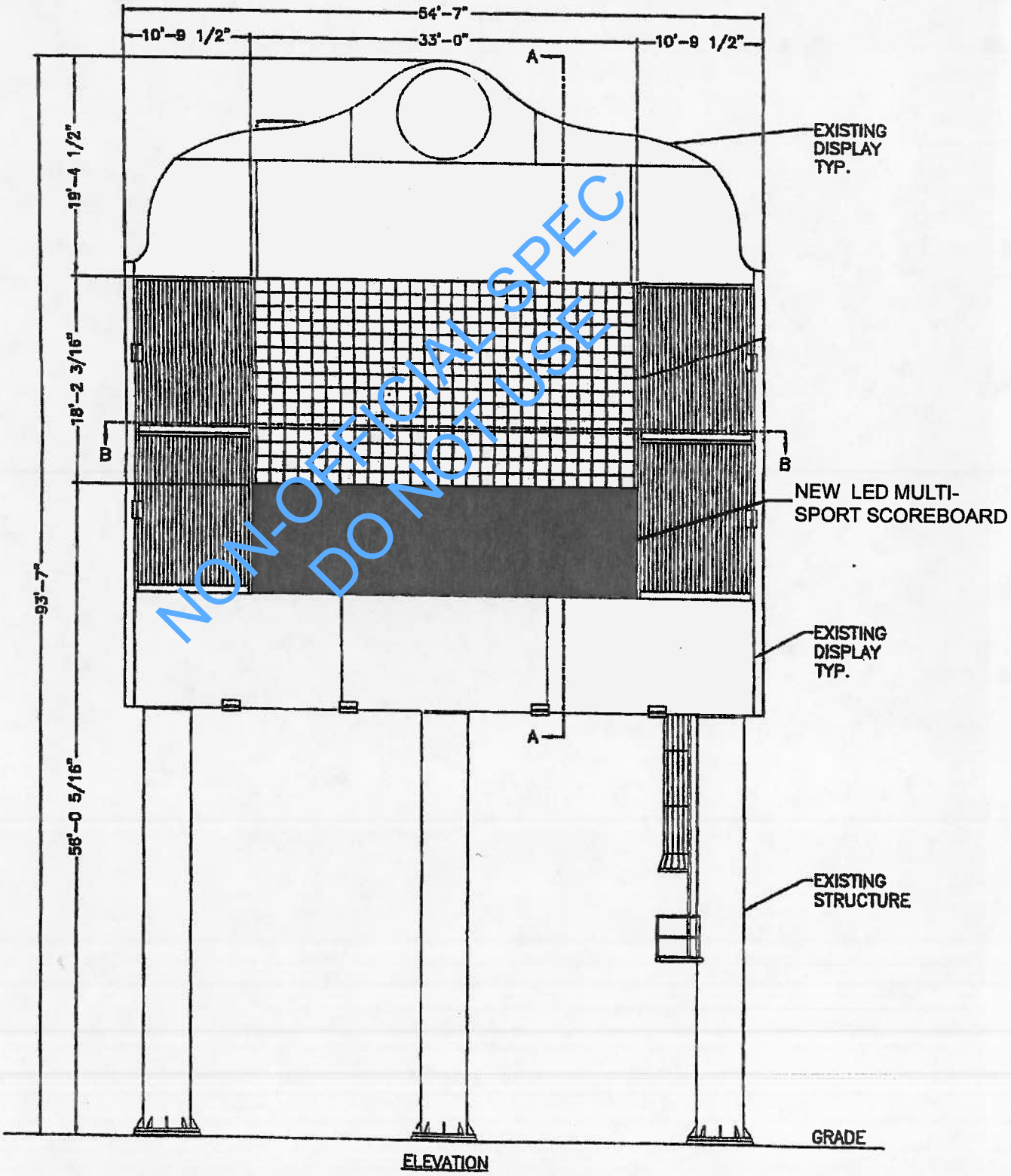
SAHLEN STADIUM MULTI-SPORT SCOREBOARD - FURNISH AND INSTALL
JUNE 6, 2016



ELEVATION

APPENDIX "C"

WAGE RATES

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Andrew M. Cuomo, Governor

Mario J. Musolino, Acting, Commissioner

City of Rochester

Eric Kline, Project Assistant
City Hall
30 Church St.
Room 106-A
Rochester NY 14614-1282

Schedule Year 2015 through 2016
Date Requested 05/31/2016
PRC# 2016005267

Location Sahlen Stadium
Project ID#
Project Type Sahlen Stadium Multi-Sport Scoreboard - Furnish & Install

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2015 through June 2016. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

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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

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.

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City of Rochester

Bureau of Purchasing

Department of Finance

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal invitation to bid, purchase order or other award issued by the City Purchasing Agent, unless otherwise specified. Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error.)

Subject to applicable Federal, State and Local laws, ordinances, rules, regulations and limitations, bids on all advertisements and invitations issued by the Department of Finance, Purchasing Bureau will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation to Bid.

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CONDITIONS OF BIDDING

1. **Proposal Forms**: Bids shall be submitted only on the forms provided by the City. The bidder shall retain one copy for his files and submit two (2) copies signed and sealed in the envelope provided by the City for that purpose. When using an envelope other than the one provided by the City, the following required information must be entered in the lower left corner on the face of the envelope: Bid Number, Bid Title, Bid Open Date and Time, and Submitted By. The envelope must be mailed or hand delivered to the Office of the Purchasing Agent, City Hall, Room 105A, 30 Church St., Rochester, NY 14614.

2. **Late Bids**: Formal bids, amendments thereto, or requests for withdrawal of bids received by the City after time specified for bid opening will not be considered.

3. **Withdrawal of Bids**: A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the City prior to the specified time of opening.

4. **Mailing of Bids**: Bids which are to be publicly opened will have attached a special mailing envelope which must be used by bidders in presenting such bids. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used. Bids not received in the actual office of the Purchasing Agent at the time established for bid opening will not be considered, even if mailed earlier.

5. **Completeness**: All information required by Invitation to Bid must be supplied to constitute a proper bid.

6. **Bids Binding 45 Days**: Unless otherwise specified, all formal bids submitted shall be binding for forty-five (45) days following bid opening date unless the bidder(s), upon request of the Purchasing Agent, agrees to an extension.

7. **Conditional Bids**: Qualified bids are subject to rejection in whole or in part.

8. **Payment Terms**: Prompt payment discounts allowing less than thirty (30) days for discount to apply shall not be considered as a cost factor in the evaluation of bids. In connection with any

prompt payment discount offered, time will be computed from the date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.

9. **Bids for All or Part**: Unless otherwise specified by the City or by the bidder, the Purchasing Agent reserves the right to make award on all items, or on any of the items according to the best interests of the City. The Purchasing Agent shall further have the right to award separate items or groups to different vendors. Bidder may restrict his bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price of all the articles without quoting a price on each and every separate item may be rejected at the option of the City.

10. **Errors in Bids**: When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes in bids should be initialed.

11. **Questions Re: Specifications**: Except for Public Works, any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids.

    DO NOT MAKE INQUIRES BY PHONE OR IN PERSON.

    No inquiries, if received within five (5) days of the date set for the opening of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be sent by ordinary or certified mail, at the City's option, to all prospective bidders no later than three (3) days before the date set for opening of bids. Oral answers will not be binding on the City.

12. **Response to Invitations**: In the event you cannot submit a bid on our requirements, as set forth in the "Invitation, Bid, and Agreement" attached hereto, please return the Invitation, Bid and Contract form with an explanation as to why you are unable to bid on these requirements. (Because of the large number of firms listed on the City's qualified lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporation who fail to respond after having been invited to bid on a commodity or commodities for three successive bid openings). City reserves the right to delete.

13. **Multiple Bids**: No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF THE BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE CITY PURCHASING AGENT.

14. **Taxes**: The City of Rochester is exempt from State and Local sales and use taxes under Certificate No. AC 946 and is exempt from paying Federal excise taxes.

15. **Catalogs**: Each bidder shall submit in duplicate where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the material or work he proposes to furnish.

16. **Competency of Bidder**: No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or had failed to perform faithfully within the prior three (3) years of any contract with the City. The bidder must present within 48 hours of a request evidence satisfactory to the Purchasing Agent of performance ability

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and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

BID DEPOSIT

17. **Bid Bond, Cash, Certified or Cashier's Check**: When required, each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in the State of New York, or by a cashier's check, certified business check, Treasurer's check or other direct obligation drawn on a responsible bank doing business in the United States, and shall be made payable to the City of Rochester, unless the bidder has on file with the Purchasing Agent an annual bid bond approved by the City with an uncommitted balance equal to the certified check requirements. When computing amount of Bid for Certified Check purposes, do NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of certified checks.

18. **Annual Bid Bonds**: Bidders who regularly do business with the City shall be permitted to file with the Purchasing Bureau an annual bid bond in the amount specified below. Such annual bonds shall be acceptable as surety in lieu of the furnishing of surety with each individual transaction.

    Annual bid bonds shall be in an amount as determined by the bidder, of no less than Three Thousand Five Hundred Dollars ($3,500.00). If at any time the requirements of a specific bid invitation exceed the amount of the annual bid bond, or should the aggregate amount of the bid security requirements on all unresolved bids submitted by your firm exceed the amount of the annual bid bond, additional surety will be required in the appropriate sum.

19. **Performance Bond**: The successful bidder or bidders on this bid must furnish a performance bond as indicated on the bid cover made out to the City of Rochester, prepared on an approved form or on a form supplied by an approved surety, as security for the faithful performance of his contract, within ten (10) days of his notification that his bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of New York. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

    The successful bidder or bidders, upon failure or refusal to furnish within ten (10) days after his notification the required performance bond, shall forfeit to the City of Rochester as liquidated damages their bid deposit. At its option, the City shall have the right to accept cash, certified checks, letters of credit or such other security as the City deems appropriate in satisfaction of the foregoing bond requirements.

20. **Samples**: The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted. Bidders who are not awarded a bid must remove their samples as soon as possible after award has been made on the item or items for which the samples had been submitted. The City will not be responsible for such samples if not removed by the bidder within thirty (30) days after the award has been made.

    Bidders shall make all arrangements for delivery of samples to place designated by the City as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder. All samples packages should be marked "Samples for Purchasing Bureau" and each sample should bear the name of the bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid, and in such cases the City will not be liable for the loss of samples.

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SPECIFICATIONS

21. **Trade Names**: In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of his proposal exactly what he proposes to furnish, and forwards with his bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by the bid.

The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

22. **Formal Specifications**: The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever herein mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. standards, or similar expressions, the requirements of these laws, ordinances, etc. shall be construed as the minimum requirements of these specifications.

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AWARD

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. **Equal Employment Opportunities**:

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

b) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

DELIVERY PROVISIONS

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

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

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

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

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

    The Purchase Order Number

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

    The Quantity Ordered

    The Quantity Shipped

    The Quantity Back Ordered

    The Name of the Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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NOTICE TO BIDDERS

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

38. Equal Opportunities:

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

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

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

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

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

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