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**Rochester Joint Construction School Board (RJCSB)  
Rochester Schools Modernization Program (RSMP)**

**AV Carts**  
May 6, 2014

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### ADVERTISEMENT FOR BIDS

**FF&E Contract for:**

**Rochester School Modernization Program (RSMP) of the  
Rochester Joint Construction School Board (RJSCB)**

**NOTICE IS HEREBY GIVEN** that sealed bids will be received for a contract to supply and install AV Carts to the Rochester City School District, School No.28, 450 Humboldt St, Rochester, New York 14609 (the "Contract"), as further described further in the Contract Documents. Bids will be received at the RSMP Program Office located at 1776 North Clinton Avenue, Rochester, New York 14621 by the Rochester Joint Schools Construction Board ("RJSCB" a/k/a "Owner") until 10:00 a.m. on May 19, 2014. Submit bids to the attention of: Thomas Renauto, Executive Director, Telephone No. 585-512-3806. Owner reserves the right to reject any or all bids received.

**SEALED BID PROPOSALS** will be received and publicly opened and read at:

**Place:** RSMP Program Office  
Attn: Thomas Renauto, Executive Director  
1776 North Clinton Avenue  
Rochester, New York, 14621  
**Date:** **Monday, May 19, 2014**  
**Time:** **10:00 a.m.**

**CONTRACT DOCUMENTS:** Contract Documents are available at Dataflow/RSMP Project web portal: [www.goDataflow.com/RSMP](http://www.goDataflow.com/RSMP). A set of Contract Documents may be picked up from the Dataflow Office during business hours of 8:00 a.m. and 4:00 p.m. at 320 North Goodman Suite 200 Rochester, New York 14607. If Bidder wants Contract Documents shipped, it must arrange this with Dataflow at (585) 271-5730 (Tel.), including payment of applicable shipping fees. The foregoing are the only approved sources for distribution of the Contract Documents. Owner is not responsible for bidders receiving incomplete or incorrect Contract Documents from other sources. Upon acceptance of a bid and award of Contract by Owner, the Contract Documents will be incorporated as Contract Documents.

**PRE-BID MEETING:** Owner will host an optional pre-bid meeting for potential bidders. The meeting will be held on May 13, 2014 at 1:00 p.m. Participation in the pre-bid meeting is strongly encouraged, but not required. Owner will prepare a written summary of questions raised at the meeting and issue formal responses as an addendum to the Contract Documents, if needed.

**QUESTIONS:** Any questions during the bidding period not raised at the pre-bid meeting or teleconference must be emailed to [furniture@rjscb.org](mailto:furniture@rjscb.org). All questions must

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be submitted by no later than 3:00 p.m. on May 14, 2014. Owner will not accept or respond to questions from prospective bidders received orally, by facsimile, or any other means. Bidders should not attempt to discuss with Owner or its representatives any aspect of the bid or contract during the bid period except as expressly described herein.

**ADDENDA:** Owner may issue periodic addenda to the Contract Documents to address questions raised by bidders as set forth above. All addenda will be posted online at the site where the Contract Documents were first available by no later than May 15, 2014. An automated email message will be sent to the email address Bidders provide when downloading the Contract Documents initially. However, bidders are solely responsible for checking the website to obtain all addenda that Owner issued by this date. Bidders that retrieved Contract Documents in hard copy at the Dataflow Offices must contact Dataflow on the date above to retrieve any addenda. **Owner is not responsible for bidding errors due to bidder's failure to retrieve any addenda.**

**SAMPLES:** The Owner may require certain low bidders to submit product samples. Upon request of Owner, such bidders must deliver fully-assembled product samples with related product information to the RSMP Program Office at no cost to Owner. Failure to submit a timely sample by Wednesday May 21, 2014 by 10:00 am. may disqualify a bidder as non-responsive. Bidders may retrieve samples after the Contract is awarded when notified by Owner. Bidders are expected to anticipate the need for product samples and make the appropriate arrangements to meet this date for delivery of samples, if so requested. Bidders may be asked to formally present these samples, discuss compliance to bid specs and/or meet with a de-scoping committee on Wednesday, May 21, 2014.

**BID SECURITY:** Each bid must be accompanied by bid security in the amount of five percent (5%) of the Bidder's base bid price, as indicated in the Instructions for Bidders included in the Contract Documents.

**BIDDING AND WAGE RATES:** The Owner is required to comply with New York State's public bidding and other laws pertaining to public works, to advertise for any and all public work contracts, and to incorporate New York prevailing wage schedules or federal Davis-Bacon wage rate schedules, as applicable, into any contracts which may involve the employment of laborers, workmen or mechanics, whether or not publicly bid.

Sincerely,

Thomas Richards, Chair, RJSCB;  
Thomas Renauto, Executive Director, RJSCB  
Thomas Rogér, Program Director,  
Gilbane/Savin

**By order of the Rochester Joint Schools Construction Board.**

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### BID SUBMITTAL CHECKLIST

#### **FF&E Contract for Rochester School Modernization Program (RSMP) of the Rochester Joint Construction School Board (RJSCB)**

This "Bid Submittal Checklist" is provided as a general overview, and does not relieve Bidders of the obligation to provide all information, forms and certifications required for the Bid, as set forth more fully in the Contract Documents. **Bids must consist of one (1) original and twelve (12) copies of each of the following:**

- \_\_\_\_\_ Bid Submittal Checklist
- \_\_\_\_\_ Certificate of Authorized Dealer/Distributor
  
- \_\_\_\_\_ Bid Form:
  - \_\_\_\_\_ Acknowledge receipt of all Addenda
  - \_\_\_\_\_ Acknowledgment of price cap for future orders
  - \_\_\_\_\_ Alternates, if any
  
- \_\_\_\_\_ Bid Security (5% of Bid) by certified check, bank draft or surety bond
  
- \_\_\_\_\_ One (1) complete set of sample finishes and colors
  
- \_\_\_\_\_ Statement of Bidder Qualifications:
  - \_\_\_\_\_ Successful Bidder Compliance Acknowledgement
  - \_\_\_\_\_ Certification of Bidder Non-Collusion Form
  - \_\_\_\_\_ Affirmation under N.Y. State Finance Law § 139-J(6)(B0
  - \_\_\_\_\_ Certification of Compliance with N.Y. State Finance Law § 139-k(5)
  - \_\_\_\_\_ Disclosure of Prior Non-Responsibility Form

Certificates of insurance, payment and performance bonds, product samples (if requested), and all other items required by Contract Documents to be furnished before commencement of Work must be provided in the time period stated therein.

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### INSTRUCTIONS TO BIDDERS

#### **PROJECT**

The Project consists of **the supply, delivery and installation of various items of furniture and other equipment** to the Rochester Joint Construction School Board ("RJSCB" or "Owner") at various Rochester City School District ("RCSD") locations in Rochester, New York.

#### **PROJECT MANAGER**

The Project Manager hired to represent Owner for the Contract is Vargas Associates, 40 Humboldt Street, Suite 101, Rochester, New York 14609, telephone no. (585) 730-8260, or it's individual designee(s) to be named upon notice of award to the successful Bidder.

#### **DEFINITIONS**

(a) Definitions set forth elsewhere in the Contract Documents are applicable herein.

(b) "Addenda" are written or graphic instruments issued by the Project Manager prior to the execution of the Contract that modify or interpret the Contract Documents by additions, deletions, clarifications or correction.

(c) A "Bid" is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Instructions to Bidders on the Bid Form.

(d) "Bidder" is a person or entity who submits a Bid.

(e) "Contract" is the resulting legal agreement between the successful Bidder, if any, selected by the Owner to perform the Work or any part thereof.

(f) "Seller" is the firm or person whose Bid is accepted by Owner and to whom the Contract is awarded.

(g) The "Work" includes the supply of specified products and equipment ("Goods"), and all related services, including but not limited to transportation, delivery, assembly and installation thereof ("Services"), as described further in the Contract Documents.

#### **RECEIPT OF BIDS**

- .1 Sealed bids will be received at the RSMP Program Office, 1776 North Clinton Avenue Rochester, New York, 14621, attention: Thomas Renauto, Executive Director, until May 19, 2014 at 10:00 a.m. At that time, all Bids will be publicly opened and Bid prices read aloud. Any Bid received after**

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**the specified time will be returned to the Bidder unopened. Bidder assumes the risk of late delivery to the bid receipt location. Any Bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof upon written notice to Owner received prior to such time. No bidder may modify, withdraw or cancel its Bid within forty-five (45) calendar days after the date of the opening of Bids.**

Owner reserves the right to reject any or all Bids. In addition, Owner may reject any Bid that fails to conform exactly to the Contract Documents as non-responsive. Owner may also waive minor non-conformities in Bids or provide a reasonable cure period for technical non-conformities in its discretion and in accordance with applicable law.

By placing a bid under these instructions, the Bidder certifies that the prices therein are in accordance with all New York State and United States laws and regulations.

### **FORM OF BID**

(a) Bids must be submitted in hard copy on the Bid Form included in the Contract Documents, together with all information required in the Bid Submittal Checklist. Bidder must submit twelve (12) copies of its Bid to allow timely review by Owner's representatives. Owner will award the Contract (if at all) on the basis of lowest overall Bid price.

(b) The quantities shown on the Bid Form are based on estimated needs. Owner reserves the right to adjust quantities to meet its actual needs before issuing a final Purchase Order. Bidder must affirm that it will hold its prices as set forth on the Bid Form for the benefit of Owner and the RSCD **through December 31, 2014.**

(c) Alternate 1: AV Carts for School 5 located at 555 N. Plymouth Ave Rochester, New York 14608

(i) Provide bid for 49 AV Carts for School 5 in addition to the 41 AV Carts for School 28. The bidder will enter the cost to be added to its base bid per alternate bid description.

(d) The Bid Form must be prepared in the following manner:

(i) All blank spaces on the Bid Form shall be filled in legibly, in ink or typewritten. Unless otherwise noted, all prices must be expressed in both writing and in figures in the event of conflict, the written amount shall take precedent over the amount expressed in figures. Bids should be delivered in an opaque, sealed envelope labeled "RJSCB RSMP – AV Carts"

(ii) The Bidder shall not make any changes in the wording of the Bid Form or make any stipulations or qualify the Bid in any manner.

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(iii) The Bidder shall note the receipt of Addenda in the spaces provided on the Bid Form by entering the number and the date of each Addendum. If no Addenda have been received, insert the word "NONE." Failure to acknowledge Addenda shall be sufficient cause for rejection of the Bid, at the Owner's option.

(iv) The Bid must be signed by the person legally authorized to bind the Bidder to a contract. The name of the person signing the Bid must be typed or printed below the signature.

(v) Bidders may bid on any or all alternates, if any are stated in the Bid Form, and Owner may accept alternates in any order or combination and determine the low Bidder on the basis of the sum of the Base Bid and the alternates accepted.

#### **INTERPRETATION OR CORRECTION OF BID DOCUMENTS and ADDENDA**

No interpretations of the meaning of Specifications or other Contract Documents will be made orally. Bidders must pose any questions about the Contract Documents to Owner by email at: [furniture@rjscb.org](mailto:furniture@rjscb.org). Owner will not accept questions received orally, by facsimile, or by any other means. Bidders should not attempt to discuss with Owner or its representatives any aspect of the Bid or Contract during the bid period except as expressly described herein.

Owner may issue Addenda to the Contract Documents to address questions raised by potential Bidders during the bidding period. All addenda will be posted online at the website where the Contract Documents were first available **by no later than May 15, 2014**. Bidders retrieving Contract Documents electronically should receive an automated email message to an email address they provide. However, Bidders are solely responsible for checking the website to obtain all addenda that Owner issued by this date. All such Addenda shall become part of the Contract Documents and each Bidder shall be bound by such Addenda, whether or not received by the Bidder. Bidders that retrieved Contract Documents in hard copy at Dataflow Offices must contact the Dataflow at (585) 271-5730 on the date above to retrieve any addenda. Owner is not responsible bidding errors arising from bidder's failure to retrieve any addenda.

Bidders finding any discrepancy, conflict or omission in any part of the Contract Documents must notify the Owner's Representative by email, not later than seven days before Bids are due. Such issues will be reviewed, and if clarification is necessary, Addenda will be issued. If inconsistencies and/or discrepancies regarding the value or quantity of Work are not brought to the attention of Owner prior to bidding, then the greater value or quantity of Work shall be assumed for purposes of the Bid. Neither the Owner nor Project Manager will be responsible for any oral instructions given during the bidding period.



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#### **NON-COLLUSIVE BIDDING CERTIFICATION**

(a) To comply with Section 103-d of the General Municipal Law of the State of New York, all Bidders are required to sign a statement regarding non-collusive bidding. This form is included in the Contract Documents.

#### **PRE-BID MEETING and SITE EXAMINATION**

(a) Submission of a Bid indicates that Bidder has examined all Contract Documents thoroughly and has become acquainted with the present conditions of the site(s) where Work will be performed and the obligations thereof, including character, quantity and quality required for the Work. Scaled drawings have been included with Bid Documents for Bidders to review.

(b) Prior to bidding, the Bidder must examine the Contract Documents thoroughly; become familiar with the conditions of the site relating to the character, quality, and quantity of the Work, or that may in any manner affect the cost, progress, or performance of the Work; ensure familiarity and compliance with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect Work and the employment of labor thereon; and correlate Bidder's observations with the requirements of the Contract Documents.

(c) **A non-mandatory pre-bid meeting will take place on May 13, 2014 at 1:00 p.m. The meeting shall convene at 1776 N. Clinton Ave Rochester, New York 14621.** Bidders are strongly encouraged to participate in the pre-bid tour. Owner will prepare a written transcript or summary of questions raised at the pre-bid meeting and teleconference and issue formal responses as an addendum or addenda to the Contract Documents.

(d) If the Work or any part thereof involves disturbing existing structures, it will be the Bidder's responsibility to request examination of Rochester City School District ("RCSD") or Owner documents to evaluate the site(s), including as-built drawings and records showing known asbestos containing building material (ACBM). In accordance with Title 2 of the Toxic Substances Control Act ("TSCA") published at 15 U.S.C. § 2601 *et. seq.*, known as the Asbestos Hazard Emergency Response (AHERA), a Management Plan is available for public review at the administrative office of every RCSD building. The expense for emergency cleaning and air testing shall be borne by the Bidder responsible for disturbing ACBM. All proposals shall take into consideration all conditions that may affect the Work.

(e) The failure or omission of the Bidder to comply with the requirements specified above will in no way relieve the Bidder from any obligation with respect to its Bid.

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#### **BIDDER QUALIFICATIONS**

(a) The Owner may make such investigation as it deems necessary to determine the qualifications and ability of a Bidder to perform the Work, and the Bidder shall promptly furnish to the Owner all such information and data as the Owner may request for this purpose. The Owner reserves the right to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is properly qualified to carry out the obligations of the Contract. In determining responsibility of Bidders, Owner may assess, without limitation, the following factors:

1. Lack of proper certification, adequate expertise, prior experience with comparable projects, or financial resources to perform the work of the contract in a timely, competent and acceptable manner;
2. Criminal conduct in connection with government contracts or business activities;
3. Violations of safety and/or training standards as evidence by a pattern of OSHA violations or the existence of willful OSHA violations;
4. Willful non-compliance with the prevailing wage and supplements payment requirements of the Labor Law by the bidder or any affiliate of the Bidder;
5. Any other significant Labor Law violation, including, but not limited to, child labor violations, failure to pay wages, etc.;
6. Any significant violation of the Worker's Compensation Law, including, but not limited to the failure to provide proof of worker's compensation or disability benefits coverage;
7. Any criminal conduct involving violations of the Environmental Conservation Law or other federal or state environmental statutes or regulations;
8. Any adverse determinations or administrative rulings by the Equal Employment Opportunity Commission and/or the New York State Human Rights Division that the bidder engaged in unlawful or discriminatory conduct; and
9. Any other conduct that raises questions about the Bidder's responsibility not specifically set forth above.

(b) A sworn "Statement of Bidder Qualifications" in the form attached in the Appendix to the Contract Documents shall be completed by all Bidders. The Owner shall be entitled to rely on the information contained in the sworn statement in assessing Bidder responsibility. Any untrue representations made on the aforementioned form shall be grounds for rejection of the Bid or termination of the Contract.

#### **DEBARMENT/SUSPENSION and REJECTION OF BIDDERS**

Submission of a Bid is certification that the Bidder, or any subcontractor thereof, is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in a public works contract by any New York State or United States department or agency. A current list of debarred and suspended is

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available through the New York State Department of Labor and U.S. Department of Labor.

In addition, neither Bidder nor any Subcontractor included in its Bid may be a party whom Owner, by duly-enacted Resolution, has found to be non-responsible and ineligible for the award of RSMP contracts, nor may Bidder or any Subcontractor have one or more shareholders, officers, directors or principals in common with any party that has been debarred, suspended, or previously found to be a non-responsive bidder by the Owner.

If applicable, a copy of Owner's enacted Resolutions setting forth bidders who were determined non-responsive or otherwise ineligible for award of RSMP projects is attached to the Contract Documents. **Owner reserves the right to review and approve all Subcontractors of an apparent low Bidder and reject any Bid including parties prohibited as set forth in this paragraph.**

#### **BIDDER'S REPRESENTATIONS**

By submitting a Bid, the Bidder represents and warrants to Owner that (i) Bidder is and will be financially responsible and has and will have sufficient liquidity to meet its financial responsibilities under the Contract and for all other projects in which Bidder is or may become involved; (ii) Bidder is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform the obligations of the Contract and has sufficient experience and competence to do so; (iii) Bidder has carefully examined the Contract Documents; (iv) Bidder has satisfied itself as to the nature and location of the proposed Work, the general and local conditions, and all matters which may in any way affect the Work; and (v) the Bid is based upon the labor, materials, equipment, and systems required by the Contract Documents. Claims for additional compensation and/or extensions of time arising from Bidder's non-compliance with such representations and warranties will not be allowed.

In the event Bidder is a dealer or distributor, the Bidder hereby guarantees that the manufacturer has authorized Bidder and agreed to supply it with the equipment offered in the Bid. Further, if requested by Owner, Bidder agrees to submit a certificate from the manufacturer acknowledging that it is an authorized dealer/distributor, which employs manufacturer-certified installers.

#### **COSTS OF PREPARATION**

Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process. The RSMP is not liable for costs incurred in the preparation of this proposal and in any other subsequent proposals or presentations.

#### **BID SECURITY**

(a) Each Bid must be accompanied by a bid security no less than five percent (5%) of the amount Bid. Bid security shall be by certified check or bank draft payable to

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the "Rochester Joint School Construction Board," or by a bid bond prepared in the customary form executed by the Bidder as principal and a surety company authorized to do business in the State of New York. No Bid will be considered unless accompanied by the required security. Bid security will be returned within seven business days, except to those selected as apparent low Bidders to whom the Owner is considering award of the Contract. The remaining security will be remitted to the Bidders not awarded the Contract within seven days of Contract award, or Owner's decision not to award a Contract. Owner's failure to award or declined to award the Contract within 45 days will be grounds for any Bidder to recoup its bid security upon written request to Owner.

(b) The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (i) the Contract has been executed and bonds, if required, have been furnished, or (ii) the specified time has elapsed so that Bids may be withdrawn, or (iii) all Bids have been rejected. If the lowest responsible Bidder as determined by Owner fails to timely submit suitable documents required by the Contract Documents or otherwise fail to enter into a Contract, the bid security shall be forfeited to the Owner as liquidated damages.

#### **SAMPLES**

**All Bidders must submit finish samples for every Bid item to Owner together with the Bid.** In addition, the Owner may require low Bidders to submit product samples to determine conformance with the Specifications of the Contract Documents. Upon request of Owner, such Bidders must deliver fully-assembled product samples with related product information to the RSMP Program Office at no cost to Owner by no later than **May 21, 2014 at 10:00 a.m.** Samples shall be exact and true representations of the Goods offered by Bidder. Failure to submit a timely and sufficient sample may disqualify a Bidder as non-responsive. Bidders may retrieve samples after the Contract is awarded upon notification by Owner, provided that samples remaining after thirty days' notice may be disposed of by Owner without compensation to Bidder. In the event the delivered Goods fail to conform to the sample provided, the Contractor shall immediately replace the portion of the delivered items with acceptable Goods conforming to Contract requirements at no additional cost to the Owner.

#### **SALES TAX EXEMPTION**

The Owner is exempt from payment of sales and compensating use taxes under the Tax Law of the State of New York. Sales taxes on materials to be incorporated in the completed project which are sold to the Owner pursuant to the provisions of the Contract shall not be included in the Bid price. An official Purchase Order issued to the Seller by a government entity is the only evidence required by to substantiate an exempt sale to a public purchaser. The tax exemption does not, however, apply to tools, machinery, equipment or other property purchased by or leased by or to a Contractor or a Subcontractor, or to supplies or materials not incorporated in the completed project.

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### **AWARD OF CONTRACT**

(a) The Contract will be awarded, if at all, to that qualified, responsive and responsible Bidder submitting the lowest-price Bid indicated on the appropriate Bid Form.

(c) Within twenty-four (24) hours after award is made by the Owner to the successful Bidder, the Owner will notify such Bidder in writing at the address given in the Bid to the effect that Bidder was awarded the Contract, but the transmittal or receipt of such notice shall not be a condition precedent to the right of the Owner to take such lawful action as it deems advisable. The Owner reserves the right not to award the bid if it is in the best interest of the Project.

### **SCHEDULING and COORDINATION**

Bidders must confirm the anticipated construction schedule to avoid all possible construction schedule conflicts with building operation, special events, etc. prior to submittal of Bid.

### **CONTRACTOR'S COMPLIANCE REGULATIONS**

The Seller is responsible for complying with all building rules and regulations applicable to the Project Site, including safety and emergency procedures, as well as all policies regarding drug-free schools, anti-harassment, non-violence and non-discrimination. Seller must ensure that all workers and subcontractors comply with such policies and procedures. Any individual found by Owner or Project Manager to be violating any of these procedures or policies may be asked to leave the Project site and surrender any badge or other security clearance. Seller is responsible to replace any of its laborers ejected from the Project site for non-compliance to ensure that the timely completion of Work is not impacted. Building Rules and Regulations include:

- Smoking, drug use, and/or alcohol consumption is not permitted on Project site(s).
- 72 hour notification must be given to the Project Manager prior to the arrival of goods for delivery
- Seller must meet an installation scheduled as agreed with Project Manager/General Contractor at the time of issuance of purchase order
- All members of Sellers' and any subcontractors' staff must be presentable and dressed in properly-fitting company attire (company shirts or uniforms), and possess proper identification each day they are present at the Project site, including RCSD-issued badges, and such other identification as may be required by Project Manager. Any individuals violating this policy may be asked to leave the Project site until they are able to comply herewith. Badges must be returned upon completion of installation.

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- Any persons engaging in violent, disruptive, or harassing behavior may be immediately ejected from the Project Site by Owner or Project Manager and instructed not to return. Prohibited conduct shall include, but is not limited to: (a) making derogatory remarks or engaging in discriminatory or harassing conduct directed at any person or group of people based on gender, race, national origin, sexual orientation, age, or any other classification protected under New York State or federal law; (b) engaging in conduct that may be construed as sexual harassment, including any conduct that may create a hostile work environment under Title VII of the Civil Rights Act of 1964; (c) using foul or offensive language; (d) bringing weapons, drug paraphernalia, or other harmful devices to the Project site; (e) insulting or demeaning other workers or persons present at the Project Site; (f) engaging in any other conduct that, in the reasonable judgment of Project Manager or Owner may interfere with or disrupt other workers or persons present at the Project site. Anyone violating these policies may be asked to leave immediately and surrender their security clearance.
- Seller is responsible for storage of all goods from time of manufacture to installation at no cost to Owner.
- Seller is responsible for providing their staff with hard hats and safety glasses, as well as ensuring that they wear full length pants and work boots/ sneakers on days where work is required but the project has not yet received a temporary Certificate of Occupancy.

### **CONDITIONS OF CONTRACT**

The successful Bidder ("Seller") will enter into the Contract by executing the Purchase Order approved by the Owner upon enacted Resolution. Seller must agree to the General Conditions incorporated into the Owner's Purchase Order and comply with all Contract Documents. The Owner's failure to insist on Seller's performance with regard to any particular term, condition, or requirement of the Contract or Purchase Order shall not function as a waiver or preclude the Owner from enforcing such terms, conditions or requirements going forward.

### **TRANSPORTATION and DELIVERY**

Shipments shall be F.O.B. Destination to School 28, 450 Humboldt Street Rochester, New York 14609 at the actual point of use. Bid prices must include all charges for transportation, including but not limited to, packaging, crates, containers, insurance, and duty and brokerage charges if necessary to complete delivery and installation, any storage as may be needed prior to actual delivery at point of use, and any other Services specified in the Contract Documents. Seller must remove all packing materials from site daily. On-site dumpsters cannot be used for this purpose.

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#### **INSURANCE AND BONDS**

The successful Bidder will be required to procure and maintain the types and amounts of insurance coverage and bonding as set forth in Articles 18 and 18-A of the General Conditions.

#### **COMMENCEMENT OF WORK and SUBMISSION OF DOCUMENTS**

No Seller shall commence Work of the Contract until Owner has received and approved all insurance certifications, Bonds, Diversity Program requirements, other information required by these Contract Documents or included in the Appendix thereto. Project Manager and Architect will select and approve final finishes and colors for Goods before Purchase Orders are issued.

#### **STATE LAWS AND REGULATIONS**

If applicable to the Work of the Contract, Bidder must comply with the following Legal Requirements:

(a) Seller and each and every subcontractor performing Work to which the Contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York and must comply with Section 222-A of the Labor Law regarding elimination of dust hazard, if applicable

(b) Pursuant to the requirements of Section 103-A of the General Municipal Law of the State of New York, the following clause is inserted herein and is made a part of the Contract: Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, or a public authority to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract. Such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to, or submitting bids to, or receiving awards from, or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work, or services for a period of five years after such refusal; and any and all contracts made with any municipal corporation or any public department, agency or official thereof, since July 1, 1959, 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 incurring any penalty or damages on account of such cancellation or termination; but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.



ROCHESTER JOINT CONSTRUCTION SCHOOL BOARD  
ROCHESTER SCHOOLS MODERINZATION PROGRAM  
BID FORM PRICE SHEET (1 of 2)



Item #	Item	Manufacturer	Model #	Warranty Period	Quantity	Unit Cost	Extended Price
NG-25	AV Carts- School 28 (Base Bid)				41	Numerical	\$
						Written	
	Bid Alternate for School 5				49	Numerical	\$
						Written	

The Owner reserves the right not to award the Bid if it is in the best interest of the Project.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature





ROCHESTER JOINT CONSTRUCTION SCHOOL BOARD  
ROCHESTER SCHOOLS MODERINZATION PROGRAM  
BID FORM PRICE SHEET (2 of 2)



The undersigned Bidder hereby makes this Bid to the Owner (RJSCB) for the RSMP FF&E Contract in accordance with the published Contract Documents, including all addenda, which are acknowledged as follows:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_, 2014

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_, 2014

*List all addenda (attach pages as needed)*

By signing below, Bidder agrees to hold all prices set forth on the Bid Form for the benefit of Owner and the RCSD through **December 31, 2014** to the extent either wishes to order additional quantities after award of the Contract.

Furthermore, Owner reserves the right to receive orders from bidder as late as September 2016 for supplemental orders placed by owner prior to December 31, 2014.

Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Print: \_\_\_\_\_

**DO NOT WRITE BELOW (Owner use only):**

This is to certify that this bid for the AV Carts of the RSMP was opened by Tom Renauto, Executive Director, at or after 10:00 a.m. on May 19, 2014 at the RSMP Offices and bid security in the amount of 5% of the Bid price was/was not (*circle one*) enclosed.

COMMENTS

# ROCHESTER JOINT SCHOOL CONSTRUCTION BOARD - Purchase Order ("Purchase Order")

Process Order Number		Date:	
Requisition #			
<b>SUPPLIER:</b>		<b>BUYER/OWNER:</b>	
Name		Name	Rochester Joint School Construction Board
Attn:		Attn:	Christine Vargas, Vargas Associates, Inc. ("Project Manager")
Address		Address	1776 N. Clinton Avenue
City		City	Rochester
State		State	New York
Zip		Zip	14621
Phone		Phone	(585) 746-6450; alt. (585) 730-8260
Fax		Fax	
Email		Email	
<b>Term of PO:</b>	<b>Product/Service:</b>	<b>Quantity:</b>	<b>Price:</b>
<b>Commences:</b>			
<b>Expires:</b>			
<b>Shipping Method:</b>	<b>Place of Delivery:</b>	<b>Date of Delivery:</b>	<b>Other Specifications:</b>
<b>Supplier:</b>		<b>Owner:</b>	
<b>By:</b>		<b>By:</b>	
<b>Dated</b>		<b>Dated</b>	
		<b>Tax</b> [(Unless otherwise specified, Buyer is exempt from applicable state and use tax)]	<b>Bid/Contract Reference:</b> Contract No. _____

\*\*\*The Purchase Order is subject to the all terms and conditions stated below, as well as all General Conditions, Specifications and Instructions as are set forth in the AV Cart Bid solicitation dated May 6, 2014, which are incorporated herein by reference\*\*\*



## TERMS AND CONDITIONS OF PURCHASE ORDER

1. **Acceptance.** Buyer (also referred to as "Owner" or "RJSCB") shall not be bound by this Purchase Order unless and until Supplier executes and returns to Buyer the acknowledgement copy of this Purchase Order within 10 days of Supplier's receipt. Supplier shall be bound by this Purchase Order when it executes and returns to Buyer the acknowledgement copy of this Purchase Order or when Supplier engages in conduct which recognizes the existence of a contract, including shipment of any part of this Purchase Order.

2. **Complete Agreement.** Acceptance of this Purchase Order includes acceptance of the terms and conditions stated herein, including all terms and conditions set forth in the bid solicitation received by Buyer at the opening of bids ("Bid Documents"), together with any addenda thereto. The terms as defined herein shall constitute the complete and exclusive statement of the agreement between Buyer and Supplier ("Contract") with respect to the products (the "Products") and/or services (the "Services") provided by Supplier hereunder. To the extent that the terms and conditions stated in this Purchase Order differ from those set forth in the Bid Documents, the terms of the Bid Documents shall take precedence. Reference to Supplier's bids or proposals, if noted on the first page of this Purchase Order, shall not affect the provisions hereof. No other agreement, invoice, quotation or any acknowledgment of Supplier in any way modifying any of the provisions of this Purchase Order or Bid Documents or adding additional terms or conditions will be binding upon Buyer unless in writing and signed by Buyer's authorized representative.

3. **Delivery, Packaging and Shipping.** TIME IS OF THE ESSENCE. If delivery of Products or rendering of Services is not completed by the time provided for or established herein, Buyer reserves the right without liability, in addition to and without waiving any of its other rights and remedies provided herein or at law or equity, to terminate this Purchase Order as to any or all Products not yet received or Services not yet rendered, and to purchase substitute Products or Services elsewhere and charge Supplier with any loss or damage incurred by Buyer. Buyer further reserves the right to recoup from Seller its actual direct and losses resulting from Seller's failure to timely perform the Contract, including but not limited to costs of renting or purchasing other equipment or facilities to fulfill the purpose of the Contract in the time specified in the Contract Documents. Shipments shall be delivered FOB to Buyer's receiving site specified in this

Purchase Order or Bid Documents, unless modified by Buyer prior to performance.

4. **New Materials.** Supplier represents that the Products are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety).

5. **Title to Goods; Risk of Loss.** Unless otherwise explicitly provided for in this Purchase Order, title and risk of loss to Products shall pass to Buyer only at the time and place of delivery and following written acceptance by Buyer's representative as set forth in the Contract Documents.

6. **Inspection; Rejection of Goods; Payment.** All Products furnished hereunder shall be subject to inspection and approval at Buyer's location. Buyer or its Project Manager may reject or require the prompt correction, in place or otherwise, of any Products which are found not to conform in all respects to (a) Buyer's specifications, drawings, blueprints and data, (b) Supplier's warranties, whether express or implied, or (c) any other instructions or requirements contained in this Purchase Order. Payment for any or all of the Products or Services supplied hereunder shall not constitute acceptance by Buyer of nonconforming Products or Services.

7. **Indemnification.** To the fullest extent permitted by law, Supplier shall defend, indemnify and hold harmless Buyer, the City of Rochester, the Rochester City School District, County of Monroe Industrial Development Agency ("COMIDA"); U.S. Bank National Association, the Trustee under the Indenture of Trust relating to the financing of the Project ("Trustee"); Gilbane Building Company, Savin Engineers P.C., and Vargas Associates Inc., and their respective officers, directors, employees and agents (collectively, the "Indemnified Parties"), from and against any claims, actions, losses, costs, damages, liabilities or expenses of any nature (including reasonable attorneys fees and costs) arising from or in connection with any actual or alleged (a) violation of any Law (as defined in Section 12) by Supplier, its agents, representatives, employees, or subcontractors, or any of their respective agents and employees (collectively, "Supplier Indemnifying Parties"); (b) breach of representations, warranties, covenants or other obligations of Supplier under this Purchase Order; (c) any act or omission of any Supplier Indemnifying Parties; or (d) manufacture or delivery of Products or performance of any Service hereunder, except to the extent that any such injury or damages are due directly and solely to the negligence of the Indemnified Parties.

8. **Insurance Requirements and Certificate of Insurance.** Supplier agrees that prior to the delivery of any Products or completion of any Service, Supplier and all of its subcontractors involved in providing any Products or Services hereunder will obtain the following minimum insurance coverages:

(a) Workers' Compensation Insurance covering all employees engaged in providing Products or Services hereunder in accordance with the statutory requirements of the applicable jurisdictions;

(b) Commercial General Liability Insurance (including contractual liability coverage and completed operations coverage) with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;

(c) Comprehensive Automobile Liability Insurance, covering the use of all owned, non-owned, and hired automobiles used in connection with the delivery of Products and Services hereunder, both on and off the Buyer's premises, with combined single limit of not less than \$1,000,000; and

(d) Excess Liability Insurance above the amounts specified in (b) and (c) in the amount of \$5,000,000 for Suppliers and \$2,000,000.00 for any subcontractor to Supplier.

(e) Any other insurance required of Supplier as is set forth in the Bid Documents.

Supplier and its subcontractors shall maintain such insurance, at their own cost and expense, throughout the term of the Contract, including any modifications of this Purchase Order or issuance of additional purchase orders. Supplier shall provide Buyer with certificates of insurance evidencing such insurance for itself and its subcontractors prior to the start of work. The above insurance must be purchased from insurers licensed, admitted, and authorized to write insurance in New York State (or such other place as Work is performed) and is A.M. Best Rated "A-" or "Better." Each of the following shall be named as **Additional Insureds on a Primary and Non-Contributory basis** for such insurance (other than Workers' Compensation and Employer's Liability Insurance): the Rochester Joint Schools Construction Board ("RJSCB") or "Owner"; Vargas Associates, Inc. ("Project Manager"); Rochester City School District ("RCSDB"); the City of Rochester ("City"); County of Monroe Industrial Development Agency ("COMIDA"); U.S. Bank National Association, the Trustee under the Indenture of Trust relating to the financing of the Project ("Trustee"); Gilbane Building



Company and Savin Engineers P.C. ("Program Manager"), (herein, the "Additional Insureds"). Notwithstanding the foregoing, Supplier's subcontractors are not required to name the Additional Insureds on a Primary and Non-Contributory basis on their Umbrella (Excess) Liability Insurance policies, but shall do so for all other required insurance. Seller and all subcontractors of Seller shall indicate Additional Insureds through ISO endorsement CG 2010 11 85 or an equivalent endorsement acceptable to Buyer; provided, however, that if said endorsement is unavailable, then GC 20-37 07 04 shall also be required. All policies shall incorporate a provision requiring the giving of written notice to Buyer at least thirty 30 business days prior to the cancellation, non-renewal or modification of any such policies. Insurance must be written on an occurrence basis and maintained without interruption from the date of commencement of work until the date of final payment, or such longer period for which any coverage is required.

9. **Warranties.** Supplier warrants that all Products to be furnished hereunder will have clear title and will not infringe on the patent or other intellectual property rights of any other party; will conform to the descriptions, designs, specifications for the Products (including, without limitation, any specifications set forth on the face of this Purchase Order); will perform as specified herein and will be merchantable, of good quality, and free from defects in material, design and workmanship (including damage due to unsatisfactory packing by Supplier); and to the extent that Supplier knows or has reason to know of the purpose for which the Products are intended, will be fit for such purpose. Supplier warrants that all Services will be performed in a competent, diligent, workmanlike and professional manner. The warranties contained herein shall run to Buyer and its customers and users of the Products or Services, and shall survive inspection, installation where applicable, acceptance and payment. The warranties set forth herein shall be in addition to any warranties of additional scope given to Buyer by Supplier.

10. **Pricing.** All Product prices and/or Services rates (the "Prices") shall be set forth in this Purchase Order. Prices are firm, fixed prices, and include all fees and tariffs. Unless otherwise noted on the face page of this Purchase Order, Buyer is exempt from all sales and compensating use tax of the State of New York or of any City or County in the State of New York, and Supplier shall not include any such taxes in the Prices or on any invoice issued to Buyer. Supplier agrees that it will hold its prices for all Products (or comparable models, if the same Product is unavailable) for further

purchases issued under this Purchase Order, or any additional purchase orders with Buyer, through December 31, 2014.

11. **Invoices.** Seller may invoice Buyer upon each delivery of a shipment of Products, and with respect to Services, upon their completion or monthly, in accordance with this Purchase Order or terms of the Contract Documents. Invoices will be payable in full 45 days from the date of invoice and acceptance by Owner.

12. **Compliance with Laws.** Supplier warrants that all Products and Services will be produced or performed in compliance with all applicable local, federal and state laws, rules and regulations, including without limitation, those pertaining to working conditions, payment of labor, and manufacture, branding, labeling, registration and shipment of goods (collectively, "Laws").

13. **Termination.** In addition to any other grounds for termination set forth in the Bid Documents, the Contract may be terminated as follows: (a) if the Seller breaches any material term of the Purchase Order or other Bid Documents, the Buyer may terminate the Contract and Purchase Order if the Seller does not cure its breach within five (5) days after receipt of written notice from the Buyer or its Project Manager specifying the breach; (b) by Buyer pursuant to Section 14; or (c) by either party in the event the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy or similar laws of any jurisdiction, and such proceeding is not dismissed within 60 days of its filing. Upon termination of this Contract and Purchase Order for any reason, Buyer shall pay to Supplier the price provided in the Purchase Order for all Products which have been delivered and all Services which have been completed prior to termination and which are accepted by Buyer in accordance with this Purchase Order. However, in the event of a material breach of Contract and termination of Seller, the Buyer shall be entitled to use any remaining balance of funds available to secure replacement Products or Services. Seller shall be liable to the extent that the cost of such replacements exceed the remaining balance of the Purchase Order.

14. **Force Majeure.** Notwithstanding anything to the contrary herein, neither party shall be liable for delay or failure in the performance of any of its Contract obligations if and to the extent such delay or failure is due to circumstances beyond the reasonable control of such party (event of "force majeure"), including but not limited to fires, floods, explosions, accidents, acts of God, war, riot, terrorism, strike,

lockout or other concerted acts of workers, and acts of government; provided, however, that the party claiming that a force majeure event has affected its performance shall give notice to the other party within five (5) days of becoming aware thereof. The party giving such notice shall use its best efforts to eliminate or prevent the cause so as to continue performing its Contract obligations. If an event of force majeure, as described in this Section 14, affects Supplier and lasts for longer than twenty (20) days, Buyer may, in addition to any other remedy available to Buyer herein or at law or equity, terminate the Contract and cancel the Purchase Order without liability, except for payment for deliveries made prior to termination and which have been accepted by Buyer.

15. **Assignment.** Neither this Purchase Order nor any payment hereunder is assignable or transferable by Supplier without Buyer's prior written approval. Any attempted assignment in violation of this Section shall be null and void.

16. **Governing Law.** This Purchase Order shall be governed by, construed and interpreted in accordance with the laws of the State of New York, without regard to its conflict of laws rules. The exclusive jurisdiction and venue of an action with respect to the subject matter of this Purchase Order shall be the County of Monroe, State of New York.

17. **RSMP Diversity Program.** N/A.

## **GENERAL CONDITIONS**

### **ARTICLE 1. DEFINITIONS**

The following terms have the meanings indicated (applicable to both the singular and plural):

**Addenda** – Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Contract Documents by additions, deletions, clarifications, or corrections.

**Architect** - The entity serving by agreement with Owner as the design professional for the RSMP projects. The term "Architect" is interchangeable with the term "Engineer" if both are used herein, unless otherwise specified.

**Bonds** – Bid bond, performance bond, labor and material payment bond, and other instruments of security.

**Change Order** – A written order to the Seller signed by the Project Manager, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. A Change Order signed by the Seller indicates its agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

**Construction Manager** – The entity designated as such and bound by an agreement with the Owner to represent it in administering RSMP construction projects and coordinating RSMP construction project contractors. The Pike Company is responsible for coordination and installation of product post the award of this bid.

**Contract** – The legal agreement between the Owner and Seller, consisting of the Contract Documents specified herein.

**Contract Documents** – Those certain documents so named and listed in the Table of Contents supplied to Bidders, with the Appendix of Attachments thereto and any Addenda during the Bid period, that will comprise the legal, technical and administrative terms of the Contract to which the Owner and Seller are bound.

**Contract Sum** – The price owed to Seller for performance of Work stated in the Contracts Documents as set forth in the Purchase Order, including authorized changes thereto.

**Contract Time** – The period of time, including authorized adjustments, allotted in the Contract Documents for completion of the entire Work

**Days** – The term "days" means calendar days unless otherwise stated.

**Drawings** – The graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

**Independent Compliance Officer (“ICO”)** - Owner’s representative for purposes of administering the Diversity Program requirements.

**Legal Requirements** – Any and all requirements of law, code, permit, regulation, rule, order, judgment decree, ordinance, or provision of any federal, state, or local government, agency, authority, or court pertaining to the Work, the Project, or the Contract.

**Notice of Award** – The written notice of the acceptance of the Bid or a portion thereof, from the Owner to the successful Bidder.

**Notice to Proceed** – A written notice given by the Owner to the Seller fixing the date on which the Contract Time will commence to run and on which the Seller shall start to perform the Seller's obligations under the Contract Documents.

**Owner or RJSCB** – The Rochester Joint Schools Construction Board.

**Program Manager** – The Owner’s Representative and authorized agent of Owner for the RSMP, Gilbane Building Company and Savin Engineers P.C. (“Gilbane/Savin”).

**Project** – The total construction of which the Work to be provided under the Contract Documents may be the whole or a part, as indicated in the Contract Documents.

**Project Manager** –Vargas Associates Inc., who together with its designee will represent Owner in administering the Contract as set forth in the Contract Documents. Vargas Associates project responsibilities as they pertain to this bid do not extend longer than award of this bid.

**Rochester City School District (“RCSD”)** - The public school district in Rochester, New York containing those schools at which RSMP projects will take place.

**Rochester Schools Modernization Program (“RSMP”)** - The comprehensive program administered by the Owner to modernize RCSD schools in consecutive phases, pursuant to which the Contract will be let.

**Seller** – The individual, partnership, firm, corporation or business entity with whom the Owner has entered into the Contract.

**Specifications** – That portions of the Contract Documents so named and consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

**Subcontractor** – An individual, partnership, firm, corporation, or business entity having a direct contract with the Seller or with any other Subcontractor. This term shall include any vendors or materialmen to Seller.

**Work** – The supply of all products (“Goods”) and labor (“Services”) set forth in the Contract Documents for which the Seller is required to provide or perform under the Contract.

## **ARTICLE 2. CONTRACT DOCUMENTS: EXECUTION AND INTENT**

**2.1** By executing the Purchase Order, Seller represents and warrants to Owner that:

- (i) Seller is and will be financially responsible for and has and will have sufficient liquidity to meet its financial responsibilities under the Contract and for all other projects in which Seller is or may become involved;
- (ii) Seller has carefully examined the Contract Documents;
- (iii) from Seller's investigation, Seller has satisfied himself as to the nature and location of the proposed Work, the general and local conditions, and all matters which may in any way affect the Work or its performance; and
- (iv) Seller will make no claims for additional compensation and/or extension of Contract Time relating to Seller's noncompliance with its representations and warranties in this Paragraph.
- (v) Neither Seller nor its Subcontractors are debarred or suspended from performance of state, federal or municipal public works projects, nor have said parties been found by Owner to be not responsible as set forth in the Instructions to Bidders.

**2.2** The intent of the Contract Documents is to include and imply all items required for the proper execution and completion of the Work. All labor, materials, equipment, or services that reasonably may be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

**2.3** In the event of inconsistencies within or between parts of the Contract Documents, the order of preference shall be the signed Purchase Order (Article 4), General Conditions (Article 5), Specifications (Article 6), Drawings (Article 7), and Instructions to Bidders (Article 2). In the event of any other conflict or inconsistency, the Seller shall:

- (i) provide the better quality or greater quantity of Work or

- (ii) comply with the more stringent requirement; either or both in accordance with the Project Manager's interpretation

### **ARTICLE 3. OWNER'S RESPONSIBILITIES**

The Owner shall coordinate with Seller on the delivery and installation schedule.

### **ARTICLE 4. SELLER'S RESPONSIBILITIES**

In addition to all other responsibilities and duties under the Contract:

**4.1** The Seller shall carefully study and compare the Contract Documents and shall at once report to the Project Manager any error, inconsistency or omission they may discover. The Seller shall not perform any portion of the Work at any time without Contract Documents or, where required, approved shop drawings, product data or samples for such portion of the Work.

**4.2** Prior to commencement of Work, or anytime during performance thereof, Owner may require Seller to submit such information as in the Owner's reasonable judgment is necessary to ensure compliance with the terms of this Contract, which may include, but is not limited to, copies of all Subcontractor agreements for any part of the Project work; certified payroll forms; interim lien waivers, insurance certificates, bonds, or other information reasonably required.

**4.3** Prior to issue of the Purchase Order and where applicable, Seller shall coordinate with the Project Manager, and take field measurements and verify field conditions and shall carefully compare such measurements, conditions and other information known to the Seller with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Construction Manager at once. Goods that do not fit the Project space due to Seller's failure to field measure or verify must be substituted at the Seller's own expense.

**4.4** The Seller shall supervise and direct the Work using its best skill and attention. The Seller shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

**4.5** Unless otherwise provided in the Contract Documents, the Seller shall provide and pay for all labor, materials, equipment, tools, equipment, machinery, transportation and services necessary for the proper execution and completion of the Work.

**4.6** The Seller shall at all times enforce strict discipline and good order among its employees and Subcontractors, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him or her.

**4.7** The Seller shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, fees and licenses necessary for the execution of the Work, unless otherwise provided in the Contract Documents. Unless otherwise noted on



the Purchase Order, Owner is exempt from all sales and compensating use tax of the State of New York or of any City or County in the State of New York, and Seller shall not include any such taxes in the prices or on any invoice issued to Owner.

**4.8** Seller shall comply with all Legal Requirements bearing on the performance of the Work and notify Owner if the Drawings and Specifications are at variance therewith. If the Seller performs any Work knowing it to be contrary to such Legal Requirements, it shall assume full liability and bear all costs attributable to violation of Legal Requirements.

**4.9** The Seller shall do the following:

- (i) furnish a competent and adequate staff and use its best skill and attention for the proper administration, coordination, supervision and superintendence of the Work including planning for possible adverse weather conditions;
- (ii) organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Work;
- (iii) keep an adequate force of skilled workers on the job to complete the Work in strict accordance with all requirements of the Contract Documents;
- (iv) maintain throughout the duration of the Work a competent supervisor and any necessary assistants, all of whom shall be acceptable to the Owner and shall not be changed without the consent of the Owner; and
- (v) provide supervision by experts in all aspects of the application of the materials, equipment or system being fabricated and installed.

**4.10** The Seller shall provide the Owner and the Project Manager access to the Work in preparation and progress wherever located and forward all communications with Owner through Project Manager.

**4.11** The Seller upon award of the Contract and entering into the Purchase Order shall prepare and submit to Project Manager by **July 1, 2014** an installation schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. Seller must meet the schedule for delivery and installation set forth in the Specifications.

**4.12** The Seller shall comply with all Legal Requirements relating to the terms and conditions of employment of, or payment to, any person who is employed in connection with the Work.

#### **ARTICLE 4A: WARRANTIES**

Seller must warrant that all Goods to be furnished under the Purchase Order: will have clear title and will not infringe on the patent or other intellectual property rights of any

other party; will conform to the descriptions, designs, specifications for the Goods; will perform as specified therein and will be merchantable, of good quality, and free from defects in material, design and workmanship (including damage due to unsatisfactory packing or handling by Seller); and to the extent that Seller knows or has reason to know of the purpose for which the Goods are intended, will be fit for such purpose. Seller further warrants that all Services will be performed in a competent, diligent, workmanlike and professional manner. The warranties contained herein shall run to Owner, the RCSD, and its users of the Work supplied by Seller, and shall survive inspection, installation where applicable, and payment. The warranties set forth herein shall be in addition to any warranties of additional scope given by Seller.

#### **ARTICLE 5. SUBCONTRACTS**

Unless otherwise specified in the Contract Documents, the Seller, as soon as practicable after the award of the Contract, shall furnish to the Owner in writing a list of the names of Subcontractors proposed for the Work. The Seller shall not contract with any Subcontractor to whom the Owner has made reasonable objection, or whom is otherwise prohibited under the law or this Contract. Contracts between the Seller and the Subcontractor shall be in accordance with the terms of this Contract and shall make applicable to Subcontractors the General Conditions of this Contract to the same extent as Seller. The Seller shall be responsible to the Owner for the acts and omissions of all its employees, all Subcontractors and their agents and employees and all other persons performing any of the Work under a contract with the Seller.

#### **ARTICLE 6. ADMINISTRATION OF THE CONTRACT**

**6.1** The Project Manager shall be the Owner's representative and shall provide administration of the Contract as hereinafter described. The Seller will forward all communications to the Owner through the Project Manager.

**6.2** Neither the Owner nor the Project Manager shall be responsible for and will not have control or charge of means, methods, techniques, sequences or procedures to carry out the Work, or for safety precautions and programs in connection therewith, and they shall not be responsible for the Seller's failure to carry out the Work in accordance with the Contract Documents. The Project Manager shall not be responsible for or have control or charge over the acts or omissions of the Seller, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

**6.3** The Project Manager shall at all times have access to the Work wherever it is in preparation and progress. The Seller shall provide facilities for such access so the Project Manager may perform its functions under the Contract Documents.

**6.4** The Project Manager shall render interpretations of the Contract Documents necessary for the proper execution or progress of the Work. The Project manager will liaise with the Construction Manager, Architect/Engineer and/or Program Manager regarding performance of the Work and coordination with other RSMP projects.

**6.5** The Project Manager shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in its opinion, Project Manager considers it necessary or advisable for the implementation of the intent of the Contract Documents, it shall have authority to require special inspection or testing of the Work in accordance with Article 10 herein, whether or not such Work be then fabricated, installed or completed.

**6.6** The Seller shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Project Manager in the administration of the Contract.

#### **ARTICLE 7. WORK BY OWNER OR BY SEPARATE CONTRACTORS**

**7.1** The Owner reserves the right to perform Work related to the Project with its own forces, and to award separate contracts in connection with other portions of the Project or other RSMP projects.

**7.2** Any costs caused by improperly timed activities or defective construction shall be borne by the party responsible therefor.

**7.3** The Seller shall promptly remedy damage wrongfully caused by the Seller to property of the Owner or separate contractors as provided in Article 14.

#### **ARTICLE 8. MATERIALS/EQUIPMENT/PROCESSES**

**8.1** Any Good or Service that does not conform to the Contract Documents may be rejected by the Project Manager, in which case they shall be replaced by Seller at Seller's expense. Project Manager upon approval of Owner may choose to accept non-conforming Work in which event the parties shall execute an appropriate Change Order adjusting the Contract Sum.

**8.2** Seller shall prepare and submit quotes of all manufactured or fabricated Goods. Such quotes shall include such information on materials, equipment and fixtures as may be required by the Project Manager for preliminary approval.

#### **ARTICLE 9. CORRECTION OF WORK**

**9.1** The Seller shall promptly correct Work rejected by the Project Manager or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Seller shall bear all costs for making such corrections; including additional testing and inspection.

**9.2** Seller shall comply with all specific product warranties set forth in the Specifications.

**9.3** If the Owner deems it inexpedient to repair damage to property caused by Seller or its subcontractors, to correct improper work, or to insist on completion of

uncompleted Work, a deduction from the Contract Sum as determined by the Project Manager shall be made.

**9.4** Seller shall promptly remove and replace all Work rejected by Owner as failing to conform to the Contract Documents, and Seller shall pay the expense of making good all Other Work destroyed or damaged by such removal or replacement.

**9.5** If Seller does not promptly correct or remove and replace rejected Work, Owner may, at the expense of Seller, correct or remove and replace the rejected Work. This right is in addition to all other rights Owner has under the Contract.

**9.6** Nothing contained in this Article 9 shall be construed to establish a period of limitation with respect to other obligations the Seller might have under the Contract Documents.

#### **ARTICLE 10. TESTS AND INSPECTIONS**

**10.1** Tests, inspections and approvals of portions of the Work required by the Contract Documents or by Legal Requirements shall be made at an appropriate time and coordinated through the Project Manager. If testing or inspections reveal failure of any of the Work to comply with requirements of the Contract Documents, the Seller shall bear all costs made necessary by such failure, including repeat testing. The Seller shall not be relieved from its obligations to perform the Work in accordance with Contract Documents by tests, inspections or approvals required or performed by persons other than the Seller.

#### **ARTICLE 11. OWNER'S RIGHT TO STOP OR CARRY OUT THE WORK**

**11.1** If the Seller fails to correct defective Work as required by Article 9, or persistently fails to carry out the Work in accordance with the Contract Documents, the Project Manager, may order the Seller to stop the Work, or any portion thereof, until the cause for such order has been eliminated. This right of the Project Manager to stop the Work shall not give rise to any duty on the part of the Project Manager or the Owner to exercise this right for the benefit of the Seller or any other person or entity.

**11.1** If the Seller defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments due the Seller the cost of correcting such deficiencies. If payments due the Seller are not sufficient to cover such amount, the Seller shall pay the difference to the Owner.

#### **ARTICLE 12. INDEMNIFICATION**

To the fullest extent permitted by law, Seller shall defend, indemnify and hold harmless Buyer, the City of Rochester, the Rochester City School District, County of Monroe Industrial Development Agency(COMIDA), US Bank National Association, Gilbane

Building Company, Savin Engineers P.C., Vargas Associates Inc., Construction Manager, and Architect/Engineer, and their respective officers, directors, employees and agents (collectively, the ***"Indemnified Parties"***), from and against any claims, actions, losses, costs, damages, liabilities or expenses of any nature (including reasonable attorneys' fees and costs) arising from or in connection with any actual or alleged (a) violation of any Legal Requirements by Seller, its agents, representatives, employees, or Subcontractors, or any of their respective agents and employees (collectively, ***"Indemnifying Parties"***); (b) breach of representations, warranties, covenants or other obligations of Seller under the Contract; (c) any act or omission of any Indemnifying Party; or (d) manufacture or delivery of products or performance of any part of the Work, except to the extent that any such injury or damages are due directly and solely to the negligence of the Indemnified Parties.

### **ARTICLE 13. CONTRACT TIME AND PERFORMANCE**

**13.1 All time limits stated in the Contract Documents are of the essence of the Contract.** By executing the Agreement, the Seller confirms that the Contract Time is a reasonable period for performing the Work.

**13.2** Shipments of all Goods shall be F.O.B. Destination to the point-of-use, School No. 28, 450 Humboldt Street Rochester, New York 14609, and if alternate is awarded, School No. 5, 555 N. Plymouth Avenue Rochester, New York 14608. Title to all Goods and risk of loss shall pass to Owner only upon signed acceptance of Goods at the point of use, subject Project Manager's approval upon a final walk-through. If all Work is not completed within the Contract Time, including delivery of all Goods, performance of related Services and delivery of close-out documents, Owner reserves the right without liability, in addition to and without waiving any of its other rights and remedies provided herein or at law or equity, to terminate the Purchase Order as to any or all Goods not yet shipped or Services not yet rendered, and to purchase substitute Goods or Services elsewhere and charge Seller with any loss or damage incurred by Owner, including but not limited to cost to rent, store or move temporary replacements, rental of temporary facilities, increased cost of cover, or any other direct or consequential damage suffered by Owner as a result of Seller's failure to timely perform the Work.

**13.3** All Goods furnished under the Purchase Order are subject to inspection and approval by Project Manager. Owner may reject or require the prompt correction, in place or otherwise, of any Goods found not to conform in all respects to (a) Specifications and Drawings, (b) Seller's warranties, whether express or implied, or (c) any other requirements contained in this Contract. Payment for any or all of the Goods supplied under the Purchase Order shall not constitute acceptance by Owner.

**13.4** If Seller is delayed in the completion of its Work by reason of unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, terrorism, warfare, active Owner interference, fires, floods, epidemics, quarantines, strikes, riots, civil commotion, or freight embargoes, the Contract Time shall be extended by such time as shall be fixed by the Owner, provided that Seller provides a written request for extended Contract Time to the Project Manager with reasonable diligence but in any event not later than ten (10) days after the

commencement of such claimed delay. Seller expressly agrees not to make, and hereby waives, any claim for damages (including, without limitation, those resulting from increased labor or material cost, consequential damages, lost profits, lost opportunity, impact damages, or other similar damages) on account of any delay, and agrees that the sole remedy shall be extension of Contract Time as set forth above.

#### **ARTICLE 14. PROTECTION OF PERSONS AND PROPERTY**

**14.1** Seller shall at all times safely guard the Owner's property from injury or loss in performing the Work. Seller shall at all times safely guard and protect its own Work; and any adjacent property or work provided by others, from damage. Seller shall replace or make good any damage, loss or injury it causes to the Work or property. All passageways, guard fences, lights, signage, notices, or other items required by local conditions or to meet Legal Requirements must be provided and properly maintained. Seller must initiate and maintain all safety precautions and programs in connection with the performance of the Work and complying with all rules and regulations in effect for the Project site.

**14.2** The Seller shall promptly report in writing to the Project Manager all events or conditions threatening injury to person or property as well as accidents arising out of or in connection with the Work which cause death, bodily injury or property damage. Seller shall comply with its insurance policies with regard to reporting accidents or other events impacting the coverage required to be maintained by the Contract Documents.

#### **ARTICLE 15. SUBSTANTIAL COMPLETION**

**15.1** Substantial Completion is the stage in the progress of the Work when the Work of a designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work or such designated portion for its intended use. Seller must achieve Substantial Completion by no later than: **August 8, 2014.**

**15.2** When the Seller considers that the Work has reached Substantial Completion, the Seller shall submit to the Project Manager a comprehensive list of items to be completed or corrected, which may be supplemented by Project Manager upon a walk-through. The Seller shall proceed promptly to complete and correct the items on the list. Failure to include an item on such list does not alter the responsibility of the Seller to complete all Work in accordance with the Contract Documents. When the Project Manager determines the Work has reached Substantial Completion, it will prepare a written certification thereof and shall fix the time within which the Seller shall complete any remaining items to achieve Final Completion.

#### **ARTICLE 16. FINAL COMPLETION**

Final Completion shall be the end of the Project wherein Construction Manager has confirmed that all Work is complete as required by the Contract Documents and the Seller is entitled to final payment. Seller must notify Construction Manager when it believes it has achieved Final Completion to permit inspection and written certification

thereof to allow for final payment. Seller must achieve Final Completion by no later than: **August 15, 2014.**

## **ARTICLE 17. PAYMENTS**

**17.1** Payments to Seller shall be made upon performance of work and receipt of a written invoice or payment application for such completed Work in a form provided by or acceptable to the Project Manager, with payment Net 45 days from receipt thereof. The requisition shall be approved by the Project Manager and will reflect the progress/completeness of the installation.

**17.2** The Project Manager or Owner may decline to approve an invoice or payment application in whole or part, or may withhold funds or decline to make payment because of:

- 17.2.1** defective Work or material by Seller or its Subcontractors;
- 17.2.2** claims or probable claims against the Project or property alleged by Seller or any Subcontractor;
- 17.2.3** failure of Seller to make payments properly to Subcontractors or to suppliers for labor, services, materials, or equipment;
- 17.2.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- 17.2.5** uncorrected damage by Seller to the Owner or another contractor;
- 17.2.6** unsatisfactory prosecution or progress of the Work by Seller;
- 17.2.7** erroneous or inflated estimates by Seller of the value of the Work performed;
- 17.2.8** unauthorized deviations from the Contract Documents by Seller;
- 17.2.9** reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages (if any) likely to result from the delay;
- 17.2.10** any other material failure of Seller to perform pursuant to the Contract.

**17.3** If the Owner is entitled to reimbursement or payment from the Seller under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Seller fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Seller or to correct defective Work, the Owner shall have a right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to:

- (i) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Seller from the Owner, or
- (ii) issue a written notice to the Seller reducing the Contract Sum by an amount equal to that which the Owner is entitled.

**17.4** If required by Owner, final payment shall not be due until the Seller delivers to the Owner:

- (i) Seller's sworn affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or the Owner's property might be responsible or encumbered have been paid otherwise satisfied, including final releases and waivers of lien executed by Seller and Subcontractors and other documents as Owner may reasonably require;
- (ii) If a subcontractor refuses to furnish a release or waiver required by the Owner, the Seller may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payment is made, the Seller shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees;
- (iii) All maintenance and operation manuals, general releases, as-built drawings, guaranties and warranties required by Contract Documents;
- (v) A certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner; and
- (vi) If required by Owner, a written statement that the Seller knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents.
- (vii) Seller shall maintain records of Contract Documents, correspondence, and other documentation relation to the Project for a reasonable period of time, but in no event less than three (3) years from completion or termination of Contract unless a longer time period is prescribed by law.

**17.5** The acceptance of final payment of the Contract Sum shall constitute a waiver of all claims against the Owner except those previously made in writing in accordance with the requirements of the Contract Documents and then remaining unsettled. Final payment shall not be construed as a waiver of any claim by Owner relating to unsettled liens or claims, defects in the Work, failure to timely achieve Substantial or Final Completion, breaches of warranty, or other claims relating to the performance or completion of the Work and actual or consequential damages suffered by Owner.



## **ARTICLE 18. INSURANCE**

**18.1** Seller and all Subcontractors must provide acceptable proof of the following insurance coverage prior to issuance of a purchase order and maintain the same throughout the Project duration or as otherwise required by these Contract Documents:

(a) Workers' Compensation Insurance (and such other forms of insurance which Seller is required by law to provide) covering all employees engaged in the Work in accordance with the statutory requirements of the jurisdiction in which such Services are to be performed.

(b) General Liability Insurance (including contractual liability coverage and completed operations coverage) with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

(c) Automobile Liability insurance covering all motor vehicles owned or leased engaged in the performance of Work. Limits of liability shall not be less than one million dollars (\$1,000,000) combined single limit, for the accidental injury to or death of one or more persons or damage to or destruction of property as a result of one accident.

(d) Excess Liability Insurance beyond the amounts specified in (b) and (c) above in the amount of two million dollars (\$2,000,000).

**18.2** The above insurance must be purchased insurers licensed, admitted, and authorized to write insurance in New York State (or such other place as Work is performed) and is A.M. Best Rated "A-" or "Better." Each of the following shall be named as **Additional Insureds on a Primary and Non-Contributory basis** for such insurance (other than Workers' Compensation and Employer's Liability Insurance): Rochester Joint Schools Construction Board ("RJSCB" or "Owner"); Vargas Associates, Inc. ("Project Manager"); Rochester City School District ("RCSD"); the City of Rochester ("City"); County of Monroe Industrial Development Agency (COMIDA); US Bank National Association, the Trustee under the Indenture of Trust relating to the financing of the Project ("Trustee"); Gilbane Building Company and Savin Engineers P.C. ("Gilbane/Savin," the "Program Manager"), (herein, the "Additional Insureds").

**18.3** Subcontractors are not required to add the Additional Insureds on a Primary and Non-Contributory basis on their Umbrella (Excess) Liability Insurance policies, but shall do so for all other types of insurance listed herein. Seller and Subcontractors shall provide additional insured status through ISO endorsement CG 2010 11 85 or an equivalent endorsement acceptable to the Owner; provided, however, that if endorsement CG 2010 11 85 is not available, then GC 20-37 07 04 shall also be required.

**18.4** Insurance must be written on an occurrence basis and maintained without interruption from the date of commencement of Work until the date of final payment, or

such longer period for which any coverage is required to be maintained under the Contract.

#### **ARTICLE 18-A: BONDING**

**18-A.1** Prior to executing a Contract, the successful Bidder shall furnish bonds covering the faithful performance of the Contract ("Performance Bond") and the prompt payment of moneys that are due to all persons furnishing labor and materials under the Contract ("Labor and Material Payment Bond"). The Performance Bond and Labor and Material Payment Bond ("Bonds") must conform to New York State law and be delivered prior to commencing Work. Copies of the Bonds shall be kept by the Owner at its offices and open to public inspection.

(a) Simultaneously with delivery of a signed Purchase Order, the Seller must deliver to the Owner an executed bond in the amount of one hundred percent (100%) of the accepted Bid as security for the faithful performance of the Contract, prepared in a form acceptable to Owner and having a surety company thereof that is authorized to transact business in New York State.

(b) Simultaneously with delivery of a signed Purchase Order, the Seller must deliver to the Owner an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for the payment of all persons performing labor or furnishing materials in connection therewith, prepared in a form acceptable to Owner and having a surety company thereof that is authorized to transact business in New York State.

(c) Attorneys in fact who sign Bid Bonds or Payment and Performance Bonds must file with each bond a certified copy of their Power of Attorney to sign said bonds.

#### **ARTICLE 19. CHANGES IN THE WORK**

**19.1** The Owner, without invalidating the Contract may order Changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with Contract Sum and the Contract Time to be adjusted accordingly. All such changes in the Work shall be authorized by written Change Order issued by the Project Manager, and shall be performed in accordance with the Contract Documents. Upon receipt of the written Change Order, Seller shall promptly proceed with the Work involved.

**19.2** Except as permitted in Article 17, the Contract Sum and the Contract Time may be changed only by written Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work shall be the basis of any claim under this Contract or in equity to an increase the Contract Sum or change the Contract Time.

**19.3** Any increase or decrease to the Contract Sum resulting from a change in the Work shall be determined in one or more of the following methods as deemed applicable by the Project Manager to a specific change:

- 19.3.1** by mutual acceptance of a lump sum, properly substantiated and itemized;
- 19.3.2** by unit prices stated in the Contract or offered by Seller, if required by Project Manager, if accepted by Owner;
- 19.3.3** by the sum of the following in the order stated:
  - (i) actual and reasonable out-of-pocket cost of additional material;
  - (ii) actual and reasonable out-of-pocket cost of additional labor;
  - (iii) an amount for overhead and profit for Seller and its Subcontractors equal in the aggregate to fifteen percent (15%) of the actual and reasonable out-of-pocket cost base wages and material, and
  - (iv) actual and reasonable additional out-of-pocket employee benefits, insurances, welfare, taxes and other fringes, where applicable.

**19.4** If Seller objects to the method of determining the increase or decrease of the Contract Sum deemed applicable by the Project Manager, Seller shall nonetheless promptly proceed with the additional, revised, or deleted Work as instructed by Project Manager. The change in Contract Sum shall be resolved by the parties by mutual agreement or in accordance with the Dispute Resolution procedures set forth herein.

**19.5** If Seller claims an increase in the Contract Sum or an extension in the completion time requirements by reason of a change in the Work, Seller shall give the Project Manager written notice within ten (10) days after Seller's knowledge of the occurrence of the matter giving rise to such claim. No such claim shall be valid unless notice is given as aforesaid. Seller shall proceed to execute the Work, even though the increase or time extension has not been agreed upon.

**19.6** The Project Manager shall have authority to order minor changes in the Work ("Field Orders") not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Field Orders shall be issued in writing and binding on the Owner and Seller. Upon receipt of a Field Order, the Seller shall promptly proceed with the Work involved. Seller waives all claims to adjustment in Contract Sum or Contract Time relating to Field Orders unless it submits a written request for a Change Order to Project Manager within three (3) days' receipt of a Field Order.

## **ARTICLE 20. TERMINATION AND SUSPENSION**

**20.1** Owner may terminate the Contract upon three days written notice to Seller if Seller:

- 20.1.1** persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to execute the design

properly, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to progress schedules established under the Contract Documents;

**20.1.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Seller and the Subcontractors;

**20.1.3** persistently disregards or fails to comply with Legal Requirements pertaining to the Work;

**20.1.4** fails to furnish the Owner, upon request, with assurance satisfactory to the Owner evidencing the Seller's ability to complete the Work in compliance with the requirements of the Contract Documents;

**20.1.5** breaches any warranty made by the Seller to the Owner under or pursuant to the Contract Documents; or

**20.1.6** otherwise is guilty of material breach of the Contract Documents.

When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Seller three days' written notice, terminate the Seller and may, subject to any prior rights of the Surety:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Sellers;
- (b) accept assignment of subcontractors;
- (c) finish the Work by whatever reasonable method the Owner may deem expedient.

**20.2** Termination of suspension of Contract for convenience of Owner:

**20.2.1** The Owner may, at any time, suspend or terminate the Contract for the Owner's convenience and without cause, provided that Seller may terminate the Contract if any suspension by Owner continues for greater than sixty (60) cumulative days.

**20.2.2** Upon receipt of written notice from the Owner of such suspension or termination for the Owner's convenience, the Seller shall:

1. Cease operations as directed by the Owner in the notice (and resume upon written notice in the event of suspension);
2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
3. Except for Work directed to be performed prior to the effective date of termination or suspension stated in the notice, terminate or suspend all

existing Subcontractors and enter into no further subcontracts or purchases.

**20.2.3** In case of termination for the Owner's convenience, the Seller shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination. Seller shall not be entitled to any claim or claim against Owner for any additional compensation or damages in the event of such termination.

**20.3** When the Owner terminates the Contract for one of the reasons stated in Paragraph 20.1, the Seller shall not be entitled to receive further payment. If the direct, indirect, and consequential costs of finishing the Work (including, but not limiting to fees and charges of engineers, attorneys and other professionals and court costs) exceed the unpaid balance, the Seller shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

#### **ARTICLE 21. NO WAIVER**

**21.1** No action or failure to act by the Owner or the Seller shall constitute a waiver of a right or duty afforded them under the Contract, nor such action or failure to act constitute approval of acquiescence in a breach thereof, except as may be specifically agreed in writing.

**21.2** The Contract may not be amended, or any term or provision thereof waived, except in writing signed by the parties. Without limitation, no term or provision of the Contract may be amended or waived by the conduct of the parties.

#### **ARTICLE 22. RIGHTS AND REMEDIES**

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

#### **ARTICLE 23. APPLICABLE LAW**

The Contract shall be governed by, construed and interpreted in accordance with the laws of the State of New York, without regard to its conflict of laws rules.

#### **ARTICLE 24. DISPUTE RESOLUTION**

**1.1 24.1** Any claims or disputes by Seller regarding or relating to any provision of this Contract must be made by written notice to Owner within seven (7) days after the occurrence giving rise thereto, or within 7 days after Seller first recognizes or should have recognized the condition giving rise thereto, whichever is later. The Project Manager shall review the claim and render an initial decision within ten (10) days of submission by Seller, or after submission by the parties of any supporting documentation requested in connection therewith.

**24.2** Pending final resolution of a claim or dispute, except as otherwise agreed in writing or upon termination or suspension of the Contract as provided for herein, Seller shall proceed diligently with its Work and Owner shall make payments in accordance with the Contract Documents. Project Manager will issue a decision and execute the appropriate Change Order.

**24.3** If either party disagrees with the decision reached by the Project Manager with respect to any given claim, the parties may by mutual assent agree to attend a non-binding mediated settlement conference before a neutral of their mutual selection, with each party contributing 50% of the neutral's fee. Absent agreement to conduct mediation or in the event that mediation fails to settle the Claim or dispute, either party may upon ten (10) days written notice to the other party commence an action in a court of appropriate jurisdiction. The parties agree that venue for such mediation or for litigation of claims or disputes arising under this Contract shall be in the City of Rochester, County of Monroe, State of New York or in the U.S. District Court for the Western District of New York, as appropriate.

#### **ARTICLE 25. NON-ASSIGNMENT**

Neither this Contract nor any payment hereunder is assignable or transferable by Seller without Buyer's prior written approval. Any attempted assignment in violation of hereof is null and void.

#### **ARTICLE 26. CONTRACT BENEFICIARIES**

Owner shall be considered a third-party beneficiary to all subcontracts or purchase orders entered into between Seller and its Subcontractors relating to the Work. However, no contract or agreement entered into between Owner and any other party, including without limit the Project Manager, Program Manager, Construction Manager(s), or Architect(s)/Engineer(s) is intended to create any third-party beneficiary rights in favor of Seller or its Subcontractors.

#### **ARTICLE 27. REQUIRED TERMS**

Each and every provision and clause required by law to be inserted into this Contract is deemed inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall be physically amended to make such insertion.

#### **ARTICLE 28. INTEGRATION**

The Contract, consisting of all Contract Documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, except as otherwise expressly referenced herein. The Contract may be amended or modified only by a written agreement signed by the parties. The Contract Documents shall not be construed to create any contractual relationship between the Owner and any Subcontractor.

## ARTICLE 6

Rochester Joint Construction School Board  
Rochester Schools Modernization Program

FF&E Contract  
May 6, 2014

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### CONTRACT SPECIFICATIONS

#### **PRICING**

Bidders are required to submit their pricing using the Bid Form provided by Owner. Bidder must affirm that it will hold its prices for the benefit of Owner and the RSCD through December 31, 2014.

The images contained in this Bid packet are representational only. Bidders must meet all Specifications. Time associated with the preparation of a Bid is not chargeable to Owner.

#### **FINISHES**

**Bidders are required to submit one set of finish samples for each specified product at the time of Bid.** Finish samples are to be industry standard memo sized. Finish samples are to be provided at no cost to Owner at the time and place of receipt of Bids.

#### **PACKAGING**

All shipping containers shall be properly and legibly marked or labeled on the outside with the description of the items and purchase order number. Packing or delivery slips must be provided with all Goods. Seller must remove all packing materials from the Project site immediately upon unpacking. Seller will remove and dispose packing materials off-site at its expense and not use the on-site refuse containers.

#### **INSTALLATION OF FURNITURE**

Seller(s) will provide an installation schedule to the Project Manager by **July 1, 2014**. The schedule must contain a start and finish date along with manpower and vehicles associated with each delivery. Seller(s) must provide an on-site supervisor and an alternate contact equipped with an e-mail address and a cellular phone so they can be contacted immediately if issues arise. Contact information for onsite supervisor(s) is to be provided to Project Manager prior to the first day of installation. From the time of Contract award through installation, if its primary contact is out of town, sick, or otherwise inaccessible, Seller(s) must designate an alternate contact to be accessible by Project Manager and on-site during the Work.

The Seller(s) will provide all equipment including, but not limited to, dollies, hand trucks, loading ramps, trucks, safety gear/equipment, and any other equipment necessary to complete the installation. During the installations, the Seller(s) will have on hand additional trucks, personnel, equipment and any other items needed for this installation on stand-by in the event of a breakdown or other such cause to insure the successful on-time completion of all installations. Seller(s) shall ensure workers are using safety gear, have been trained in the proper installation

## ARTICLE 6

Rochester Joint Construction School Board  
Rochester Schools Modernization Program

FF&E Contract  
May 6, 2014

of their furniture, and are otherwise appropriately certified. Seller(s) will remove all debris and garbage from construction site at the end of each project day. Neither Project Manager nor Owner is responsible to supervise Seller or its staff in their operations for safety purposes.

Prior to furniture installations, it is suggested that the Seller(s) inspect and report any interior damage to Project Manager. In the event that the Seller(s) damages any walls, doors, moldings, flooring, or other aspects of the space, the Seller(s) agrees to immediately contact Construction Manager, who will work with the Seller(s) to address proper repair, replacement, or payment of repair or replacement.

### **INSPECTIONS / PUNCHLIST**

Once the installations have been completed, the Project Manager will conduct inspections of furniture with Seller and prepare a punch list summarizing outstanding actions required of the Seller(s). These actions identified are part of the Seller's scope of work. **The additional punch list items are the Seller's responsibility, with no additional cost to Owner**, including costs associated with expedited delivery. Acceptance of the furniture is contingent on the completion of all punch list items. **Furniture remains the property of the Seller until product is installed and accepted by Project Manager in writing.**

### **WARRANTIES**

Written warranties for all Goods are to be provided to Project Manager at the time of Bid submittal. Warranties are required to be the manufacturer's current standard. **Warranties that have been modified by Bidders solely to meet the requirements of this Bid will not be accepted.**

### **SCHEDULE**

**All items must be delivered and installed no sooner than August 4, 2014 and no later than August 15, 2014.**

Work hours shall be Monday through Friday from 8:00am to 5:00pm. There will be no weekend or Holiday hours.

### **ESTIMATED INSTALLATION DATES**

School No. 5: August 4, 2014 – August 8, 2014  
School No. 28: August 4, 2014 – August 8, 2014

**The above dates are subject to change depending on progress of RSMP construction projects.**

\*\* END \*\*





Rochester Joint Construction School Board  
Rochester Schools Modernization Program  
Furniture Bid Specifications

**ITEM: 25**  
**AV Cart**



**SPECIFICATIONS:**

- Height Adjustable Computer Cart
- Product Warranty to be a minimum of 10 years
- Pricing to include full installed delivery to point of use; only final assembly can be completed on-site
- Vendor to verify all parts fit as intended when final assembly on-site is complete
- Cart to provide accommodations for computer monitor, CPU, document camera and needed accessories
- Overall dimensions to be approximately 60" wide x 20" deep x 29-34" high
- Height adjustable range to be approximately 29"-34" inches high
- Cart to provide height adjustable surfaces to support sitting/standing during use
- Cart to provide tiered adjustable work surfaces, dimension minimums to be approximately 16" wide x 18" deep and 32" wide x 20" deep
- Cart to provide sliding ergonomic keyboard tray for desktop computer use
- Work surface to be constructed of approximately 1' thick solid core high-performance particleboard
- Work surface finish to be laminate
- Work surface edges to be flat and match laminate
- Unexposed surfaces to be thermally fused to particleboard substrate
- Frame to be constructed of steel
- Frame finish to be powder coated, rust inhibiting and scratch resistant
- Casters to be non-marring, locking and available for both VCT and carpet flooring
- Hardware to be standard
- Finish options to be standard

Pricing to remain effective through 12/31/2014  
Images are representational

## **RSMP AV Cart Contract**

### **APPENDIX OF ATTACHMENTS**

## SUCCESSFUL BIDDER COMPLIANCE ACKNOWLEDGMENT

The Seller is responsible for complying with all building rules and regulations

- On-site supervisor identified for this project will be on-site for all deliveries
- Smoking is not permitted in non-designated areas
- 72 hour notification must be given to General Contractor, prior to the arrival of all furniture deliveries
- An installation schedule must be given to Project Manager, prior to the beginning of all installations, by no later than **July 1, 2014**
- All members of the bidder's staff are to be presentable and dressed in company attire

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Signature

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Printed Name

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Company

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Date

## CERTIFICATION OF NON-COLLUSION IN BIDDING

Bidder hereby certifies as follows:

By submission of this Bid, each 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 knowledge and belief:

(a) Bid prices were 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.

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

(c) No attempt has been made 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.

Date: \_\_\_\_\_, 2014

Print: \_\_\_\_\_  
FULL LEGAL NAME OF FIRM OR CORPORATION

By: \_\_\_\_\_, Its: \_\_\_\_\_  
Print Name Print Title

Sign: \_\_\_\_\_  
Authorized Signature

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**OFFERER'S AFFIRMATION OF UNDERSTANDING OF AND  
AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j (6) (b)**

**Background:**

State Finance Law §139-j (6) (b) provides that:

Every Governmental Entity (including, voluntarily, the Rochester Joint Schools Construction Board, the "Board") shall seek written affirmations from all Offerers as to the Offerer's understanding of an agreement to comply with the Board's procedures relating to permissible contracts during a Governmental Procurement pursuant to State Finance Law §139-j(3).

**Instructions:**

In connection with all proposals, bids, etc., the Board must obtain the following affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the Restricted Period for a Procurement Contract in accordance with State Finance Law §139-j and §139-k:

*Offerer/Bidder affirms that it understands and agrees to comply with the Rochester Joint Schools Construction Board's Procurement Policy, which Policy conforms to the requirements of State Finance Law §139-j (3) and §139-j(6)(b).*

BY

\_\_\_\_\_  
\*LEGAL NAME OF FIRM OR  
CORPORATION

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TYPED NAME OF AUTHORIZED  
SIGNATURE/TITLE

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
TELEPHONE/DATE

\*Indicate the complete legal name of your firm or corporation. Do not abbreviate. If a corporation, use name as it appears on corporate seal.

**OFFERER CERTIFICATION OF COMPLIANCE WITH  
STATE FINANCE LAW §139-K (5)**

By signing below, I certify that all information provided to the Rochester Joint Schools Construction Board with respect to State Finance Law §139-k is complete, true and accurate.

BY:

\_\_\_\_\_  
LEGAL NAME OF FIRM OR  
CORPORATION

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
SOCIAL SECURITY OR TAX ID  
NUMBER

\_\_\_\_\_  
TYPED NAME OF AUTHORIZED  
SIGNATURE/TITLE

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
TELEPHONE

Date: \_\_\_\_\_,  
201\_\_

\*State the complete legal name of your business. Do not abbreviate. If a corporation, use name as it appears on corporate seal.

**FORM OF OFFERER DISCLOSURE OF  
PRIOR NON-RESPONSIBILITY DETERMINATION**

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

1. Has any owner of a public works project or procurement contract made a finding of non-responsibility regarding your bid or proposal to enter into such contract in the previous four years?  
(Please circle):                      No                      Yes  
*If yes, please answer the next questions:*

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? (Please circle):  
    No                      Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity? (Please circle):  
    No                      Yes

4. If you answered yes to any above questions, please provide details regarding the finding of non-responsibility below.

Owner: \_\_\_\_\_

Date and Basis of Finding of Non-Responsibility: \_\_\_\_\_  
\_\_\_\_\_.

(Add additional pages as necessary)

5. Has any public owner or agency terminated or withheld a Contract from you due to the intentional provision of false or incomplete information? (Please circle):  
    No                      Yes

6. If yes, please provide details below:

Owner/Agency: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder certifies that all information given to Owner with respect to State Finance Law §139-k is complete, true and accurate. Bidder further certifies that it is not, nor is any subcontractor/supplier included in its Bid, a party that has been previously debarred, suspended or found non-responsive or ineligible to participate in RSMP projects, nor does Bidder or any supplier or subcontractor share one or more officers, directors, shareholders or principals with a debarred, suspended or otherwise ineligible party.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## APPENDIX

Rochester Joint Construction School Board  
Rochester Schools Modernization Program

FF&E Contract  
May 6, 2014

### STATEMENT OF NON-COLLUSION IN BIDDING

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 knowledge and belief:

- .1 The prices of 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.
- .2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- .3 No attempt has been made 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.

_____	BY _____
FULL LEGAL NAME OF BIDDER	AUTHORIZED SIGNATURE
_____	_____
ADDRESS	TYPED NAME OF AUTHORIZED SIGNATURE/TITLE
_____	_____
CITY, STATE, ZIP CODE	TELEPHONE AND FACSIMILE NUMBERS
_____	_____
DATE	E-MAIL ADDRESS



## APPENDIX

Rochester Joint Construction School Board  
Rochester Schools Modernization Program

FF&E Contract  
May 6, 2014

### STATEMENT OF BIDDER QUALIFICATIONS

Bidders may be judged qualified only for the type of work in which they demonstrate competence. Owner will make such investigation it feels necessary to determine the competency of the Bidder to perform the Work. The Bidder shall furnish promptly all information the Owner requests for Owner to investigate as it deems appropriate. Bidders must have, at minimum, successfully completed three (3) prior projects of similar size and scope the Work of the Contract. .

The Bidder bears the sole responsibility for any subcontractors it may employ for any parts of this Work. The Bidder is advised to utilize similar qualification standards against which it will be judged when using the services of any subcontractors or suppliers. Bidders must verify that any subcontractor or suppliers are in good standing and have not been previously debarred from performance of the Contract.

1. *Name of Bidder:* \_\_\_\_\_

2. *Type of Business:* (e.g. corporation, partnership, etc.)

: Date of formation:: \_\_\_\_\_  
Place of formation: \_\_\_\_\_

3. *How many years has the Bidder done business under its present name?* \_\_\_\_\_ years

4. *List the names of the persons who are directors, officers, owners, managerial employees or partners in the Bidder's business:*

_____	_____
_____	_____
_____	_____
_____	_____

5. *Have any of the persons in No. 4 owned, operated, or been shareholders in any other companies?*

Yes      No

If Yes, list the names of said persons and the names of their previous affiliations:

Names	Names
_____	_____
_____	_____
_____	_____

6. *Has any director, officer, owner or managerial employee had any professional license suspended or revoked?*

Yes      No

If Yes, please indicate their names, license previously held, whether it was revoked or suspended and the date:

Name	License Held	Revoked	Suspended	Date

7. *Please list in reverse chronological order all projects completed in the past five years involving work of a similar nature to this Contract, including a minimum of three projects. For each, provide the project name, date, location, dollar amount, brief description, and references with names and telephone numbers, and the name(s) of the architect/engineer. **Attach additional sheets as needed.***

Project:      Location/Owner:      Date:      Price:      Description:


8.

*During the five-year period preceding the submission of this Bid, has the Bidder been found guilty of any OSHA violations?*

Yes      No

If Yes, please describe the nature of the OSHA violation(s) and indicate the remediation or other steps taken regarding such violations(s):

Violation	Remediation

9. *During the five-year period preceding the submission of this Bid, has the Bidder been charged with any claims pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origins and/or violations of an employee's civil rights or equal employment opportunities?*

Yes      No

If Yes, please list the names of persons making such claim, a description of the claim, the status of the claim and what disposition, if any, has been made regarding such claim:

Name	Claim	Status	Disposition
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10. *During the five-year period preceding the submission of this Bid, has the Bidder been named as a party in any lawsuit in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged?*

Yes      No

Lawsuit	Index Number	Disposition

11. *During the five-year period preceding the submission of this Bid, has the Bidder been the subject of proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of prevailing wages and/or supplemental payment requirements?*

Yes      No

If Yes, please list each instance of the commencement of a Department of Labor proceeding, the project to which it related, and the status or resolution thereof through Bid submission:

Proceeding	Project	Disposition

12. *During the five-year period preceding the submission of this Bid, has the Bidder been the subject of proceedings involving allegation that it violated the Workers' Compensation Law including but not limited to the failure to provide proof of worker's compensation or disability coverage and/or any lapses thereof?*

Yes      No

If Yes, please list each instance of the claimed violation and the status of the claim at the time of submission of this Bid:

Violation	Remediation

15. *During the five-year period preceding the submission of this Bid, has the Bidder been charged with and/or found guilty of any violations of federal, state, municipal, environmental, and/or health laws, codes, rules and/or regulations?*

Yes

No

*If Yes, please list the charge against the Bidder, the date of the charge, and the status of the charge at the time of submission of this Bid:*

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

13. *During the five-year period preceding the submission of this Bid, has the Bidder been the subject of proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of prevailing wages and/or supplemental payment requirements?*

Yes

No

*If Yes, please list each instance of the commencement of a Department of Labor proceeding, the project for which it was commenced, and the status of the proceeding at the time of submission of this Bid:*

Proceeding	Project	Disposition
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

14. *During the five-year period preceding the submission of this Bid, have the Bidder, its officers, directors, owner, and/or managerial employees been the subject of a criminal indictment?*

Yes

No

*If Yes, please list the name of the person(s) indicted or convicted, the charge against the individual and the disposition of the charge:*

Name	Charge	Disposition
_____	_____	_____
_____	_____	_____
_____	_____	_____

16. *Has the Bidder submitted bids on any other projects or contracts aside from the instant Bid?*

Yes      No

*If Yes, please list the projects bid upon, the expected or actual date of commencement of work and, if no award has been made, whether the Bidder was the lowest monetary Bidder:*

Project Bid	Start Date	Low Bidder

17. *Does the Bidder have any projects ongoing at the time of submission of this Bid?*

Yes      No

*If Yes, please list the projects (or attach) on which the Bidder is currently working, the percentag complete, and the expected date of completion of the work:*

Project	Construction Cost	Percent Complete	Completion Date

18. *Has the Bidder, or any company sharing a director, officer, shareholder or principal or Bidder, ever been terminated from a contract or project by any owner?*

Yes      No

*If Yes, please list the projects on which the Bidder was terminated, the reason for termination (convenience, suspension, for cause), and the date of termination:*

Project Bid	Reason	Date

19. *Has the Bidder completed and attached the list of at **least three (3) references**? Bidders must indicate at minimum: job name, location, brief description, dollar amount, and reference names with telephone numbers of the Owner and the Engineer or Architect. This Statement must be signed and submitted with the Bid to be considered responsive*

Yes      No

### SWORN STATEMENT OF BIDDER:

By signing below, the Bidder acknowledges that all information supplied in response to this Statement of Bidder's Qualifications, including all attachments, is complete and accurate to the best of Bidder's knowledge. Bidder further represents that it has not filed and does not presently anticipate filing for bankruptcy, and that Bidder's assets are not in receivership. Bidder further certifies that it is not, nor is any Subcontractor included in its Bid or any, a party that has been previously debarred, suspended or found non-responsive or ineligible to participate in RSMP projects, nor does Bidder or any Subcontractor share one or more officers, directors, shareholders or principals with such a party.

By: \_\_\_\_\_

Authorized Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

—

Authorized Signature:

\_\_\_\_\_

Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_ 2014

\_\_\_\_\_  
Notary Public



## Milestone Schedule – AV Carts Bid – Summer 2014

Revised 4.27.14

### Milestones

Create bid specifications	03/24/14 – 04/23/14	Vargas Associates
Create bid document	04/01/14 – 04/23/14	Vargas Associates/Attorney
Final Revisions	04/24/14 – 04/28/14	Vargas Associates/Attorney
Committee Meeting	05/01/14	RJSCB
Board Approval	05/05/14	RJSCB
Advertisement of Bid	05/06/14	Gilbane
Pre-bid Meeting	05/13/14 (1:00 PM)	Vargas Associates
Bid Questions Submittal	05/14/14	Bidders
Bid Response Distribution	05/15/14	Vargas Associates
Bids due	05/19/14 (10:00AM)	Bidders
De-scoping meeting/ present AV Cart	05/21/14 (10:00AM)	Bidders/VA/Cliby
Recommend award	05/27/14	Vargas Associates
Committee Meeting	05/29/14	RJSCB
Board Approval	06/02/14	RJSCB

