Rochester Joint Schools Construction Board (RJSCB)
Rochester Schools Modernization Program (RSMP)

2019 FF&E BID DOCUMENTS
February 12, 2019
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ADVERTISEMENT FOR BIDS

FF&E Bid for:
Rochester School Modernization Program (RSMP) of the
Rochester Joint Schools Construction Board (RJSCB)

NOTICE IS HEREBY GIVEN that sealed bids will be received for a contract to supply Furniture, Fixtures and Equipment (“FF&E”) to various Rochester City School District locations (the “Contract”), as further described in the Bid Documents. Bids will be received at the RSMP Office located at 70 Carlson Road, Suite 200, Rochester, New York 14610 by the Rochester Joint Schools Construction Board (“RJSCB” a/k/a “Owner”) until 2:00 p.m. on March 13, 2019. Submit bids to the attention of: Pepin Accilien, Program Director, Telephone No. 585-512-3820. 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: Pepin Accilien, Program Director
70 Carlson Road
Suite 200
Rochester, New York, 14610

Date: Wednesday, March 13, 2019
Time: 2:00 p.m.

BID DOCUMENTS: Bid Documents are available for viewing and purchase at the Dataflow/RSMP Project web portal: www.goDataflow.com/RSMP. A set of Bid Documents may be purchased and picked up from the Dataflow Office during business hours of 8:00 a.m. and 6:00 p.m. at 320 North Goodman Suite 200 Rochester, New York 14607. If Bidder wants Bid 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 Bid Documents. Owner is not responsible for bidders receiving incomplete or incorrect Bid Documents from other sources. Upon acceptance of a bid and award of Contract by Owner, the Bid 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 Monday, February 25, 2019 at 2:00 p.m at the RSMP Office located at 70 Carlson Road, Suite 200, Rochester, New York 14610. Alternatively, potential Bidders may participate by teleconference to discuss the project at this time by dialing #1-712-832-8330 and entering participate code 7299809. Participation in the pre-bid meeting or teleconference is strongly encouraged, but not required. Owner will prepare a written summary of questions raised at the meeting and teleconference and issue formal responses as an addendum to the Bid 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. All questions must be submitted by no later than 10:00 a.m. on Monday, March 4, 2019. 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.
ARTICLE 1

Rochester Joint Schools Construction Board FF&E Bid
Rochester Schools Modernization Program February 12, 2019

ADDENDA: Owner may issue periodic addenda to the Bid Documents to address questions raised by bidders as set forth above. All addenda will be posted online at the site where the Bid Documents were first available by no later than Wednesday, March 6, 2019 by 5:00pm. An automated email message will be sent to the email address bidders provide when downloading the Bid Documents initially. However, bidders are solely responsible for checking the website to obtain all addenda that Owner issued by this date. Bidders that retrieved Bid 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.

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 Bid 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, Allen Williams, Chair, RJSCB;
Pepin Accilien, Program Director, Savin Engineers

By order of the Rochester Joint Schools Construction Board.
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 Schools Construction 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 its individual designee(s) to be named upon notice of award to the successful Bidder.

Definitions
(a) Definitions set forth elsewhere in the proposed 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 Bid 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.

(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 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 proposed Contract Documents.

Receipt of Bid
Sealed bids will be received at the RSMP Office, 70 Carlson Road, Suite 200, Rochester, New York, 14610, Attention: Pepin Accilien, Program Director, until Wednesday, March 13, 2019 at 2:00 p.m. At that time, all Bids will be publicly opened and Bid prices read aloud. Any Bid received after 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. Doing so will result in the forfeiture of their Bid Security.
ARTICLE 2

Rochester Joint Schools Construction Board  FF&E Bid
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Owner reserves the right to reject any or all Bids. In addition, Owner may reject any Bid as non-responsive that fails to conform exactly to the Bid Documents. 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) Bidders must submit (1) original hard copy, (3) paper copies and (1) electronic copy of the Bid to allow timely review by Owner’s representatives. Furniture items are organized on the Bid Form Price Matrix as “groups”. Bidders must bid on all items within a particular group, and may bid on one or all groups. Bidder may submit Bids on any or all items listed as “Non-Grouped.” Bidders are to submit only one (1) option per furniture item. Owner will award the Contract (if at all) on the basis of lowest overall Bid price for Grouped items, and lowest price for each Non-Grouped item. The Project Manager reserves the right to break apart a group if it is in the best interest of the project.

(b) The quantities shown on the Bid Form Price Matrix 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 unit prices as set forth on the Bid Form Price Matrix for the benefit of Owner and the RSCD through December 31, 2019. In addition, Owner or RCSD may standardize products following the Contract award. Bidder agrees that it will not increase its unit pricing for any product Bid herein if bidding upon future contracts with Owner or RCSD through December 31, 2019, except that Owner shall allow Bidder to make a price adjustment as of January 1, 2020 and each January 1st thereafter, not to exceed five percent (5%) of the current Bid price.

(c) Bidders may use New York State Contract Pricing when preparing Bids, however, all Purchase Orders will be made out to the Dealer submitting the Bid.

(d) The Bid Form Price Matrix is available in the live Excel version. Bidders are to email furniture@rjscb.org to obtain a copy.

(e) Each Bid must be prepared in the following manner. Failure to submit the Bid as set forth below will result in Bidder being deemed non-compliant and subsequently disqualified.

(i) Bids should be delivered in a sealed envelope or package labeled “RJSCB RSMP – 2019 FF&E Bid.”

(ii) One (1) original copy and (4) hard copies of the required bid documents shall be submitted in a 1/2” 3-ring binder with a table of contents as follows:

- Cover page: to include company name and contact information
- Section 1: Bid Submittal Checklist
- Section 2: (5%) Bid Security
- Section 3: Bid Form Acknowledgement
  Bid Form Price Matrix printed on 11x17 paper
- Section 4: Statement of Bidder Qualifications
• Section 5: Successful Bidder Compliance Acknowledgement
• Section 6: Certification of Non-Collusion in Bidding
• Section 7: Affirmation under N.Y. State Finance Law § 139-j(6)(b)
• Section 8: Certification of Compliance with N.Y. State Finance Law § 139-k(5)
• Section 9: Disclosure of Prior Non-Responsibility Form
• Section 10: Diversity Forms:
  o DP-1: Schedule of EBE Participation
  o Promise of Non-Discrimination Form
  o EBE Assurance Statement
  o Good Faith Efforts Checklist

(iii) One (1) original copy of substitutions forms, product literature, specifications and warranties shall be submitted in a 3-ring binder of adequate size to hold all documents.
  o Binder must be divided into the “Groups” as designated on the Bid Form Price Matrix.
  o All substitution forms, product literature, specifications and warranties for each item in that group shall be inserted behind that Groups divider tab. These documents are only required if submitting substitutions. If submitting a Basis of Design item, product literature, specifications and warranties are not required.
  o All documents shall be labeled with the corresponding item number as designated on the Bid Form Price Matrix.

(iv) All blank spaces on the Bid Form Price Matrix 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.

(v) The Bidder shall not make any changes in the wording of the Bid Form Acknowledgment and Bid Form Price Matrix, or make any stipulations or qualify the Bid in any manner.

(vi) The Bidder shall note the receipt of Addenda in the spaces provided on the Bid Form Acknowledgment 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 Owner’s option.

(vii) The Bid Form Acknowledgment 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.

**Substitutions**
Product specifications, as provided in the Specification Section of these Bid Documents, are Basis of Design. If providing a substitute product, Bidder must check the appropriate box on the Bid Form Price Matrix. Bidder must also submit a Substitution Form for every product being
submitted that is not Basis of Design. Bidder shall use this form to demonstrate their submitted product meets every bulleted specification shown in the Bid Documents. This form is included in the Appendix of Bid Documents.

**Interpretation or Correction of Bid Documents and Addenda**

No interpretations of the meaning of Specifications or other proposed Contract Documents will be made orally. Bidders must pose any questions about the Contract Documents to Owner by email at: furniture@rjscb.org by March 4, 2019 at 10:00am. 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 Bid Documents to address questions raised by potential Bidders during the bidding period. All addenda will be posted online at the website where the Bid Documents were first available by no later than March 6, 2019 by 5:00pm. Bidders retrieving Bid 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 Bid Documents and each Bidder shall be bound by such Addenda, whether or not received by the Bidder. Bidders that retrieved Bid Documents in hard copy at Dataflow Offices must contact Dataflow at (585) 271-5730 on the date above to retrieve any addenda. Owner is not responsible for bidding errors arising from Bidder's failure to retrieve any addenda.

Bidders finding any discrepancy, conflict or omission in any part of the Bid Documents must notify the Owner’s Representative by email to furniture@rjscb.org, 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 Owner nor Project Manager will be responsible for any oral instructions given during the bidding period.

**Certification of Non-Collusion in Bidding**

(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 Appendix of Bid Documents.

**Pre-Bid Meeting and Site Examination**

(a) Submission of a Bid indicates that Bidder has examined all proposed 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 proposed 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 proposed Contract Documents.
(c) A non-mandatory pre-bid meeting will take place on Monday, February 25, 2019 at 2:00 p.m. The meeting shall convene at the RSMP Office, 70 Carlson Road, Suite 200, Rochester, New York 14610. Bidders may remotely attend the meeting via teleconference by dialing 1-712-832-8330 and entering access code 7299809. Bidders are strongly encouraged to participate in the pre-bid meeting or teleconference. 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 Bid Documents.

(e) If the Work or any part thereof involves disturbing existing structures, it will be the Bidder’s responsibility to request examination of 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.

(f) 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.

Bidder Qualifications

(a) 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 Owner all such information and data as Owner may request for this purpose. Owner reserves the right to reject any Bid where an investigation of the available evidence or information does not satisfy 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
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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 Bid Documents shall be completed by all Bidders. 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 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-responsive 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 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 Bid Documents. The Bidder will be required to establish to the satisfaction of the Project Manager and Owner, the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bid 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 proposed Contract Documents and has reviewed the drawings of the Project site(s); (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 proposed 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.

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 or Project Manager, Bidder agrees to submit a certificate from the manufacturer acknowledging that it is an authorized dealer/distributor, which employs manufacturer-certified installers, prior to award.
ARTICLE 2

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Costs of Preparation
Bidder assumes all costs of preparation of the proposal and any presentations necessary to the
proposal process. Owner 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 the certified check or bank draft of the bidder
made payable to the “Rochester Joint School Construction Board,” or by a bid bond, duly
executed by the bidder as principal, and having as surety thereon a surety company authorized
to do business in the State of New York approved by the Owner in an amount not less than five
percent (5%) of the amount of the bid. Such checks will be returned by certified mail to all
except the three lowest formal bidders within seven (7) business days, if possible, after the
formal opening of bids. All remaining checks will be returned by certified mail to the three lowest
bidders within seven (7) business days after the Owner and the accepted bidder have executed
the Contract or if no Contract has been so executed, within 45 calendar days after the date of
the opening of the bids, upon demand of the bidder at any time thereafter so long as he has not
been notified of the acceptance of his bid. Bid bonds are retained in the Owner. Upon request,
such bonds will be returned.

(b) 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 proposed Contract Documents or otherwise fail to
enter into a Contract, the bid security shall be forfeited to Owner as liquidated damages.

Samples
Bidders must submit one set of full-size product samples of the following furniture items,
only if bidding a substituted product:

- Mobile Work Table with Storage (MSE-4)
- Mobile Planner Table (MSE-6)
- Adjustable Height Mobile Table (MSE-8)
- Mobile Storage Tower (MSE-1)
- Mobile Work Table (MSE-5)
- Nest & Fold 4-Post Table (EH-6)
- Student Stack Chair w/ Casters (MSE-14)
- Height Adjustable Stool (MSE-21)
- Mobile Power Tower (MSE-24)
- Flip Top Student Desk (EH-2)
- Stacking Stool (EH-5)
- Stackable Training Desk (EH-11)

Upon receipt of Bids, the Project Manager reserves the right to request samples in addition to
those listed above. The Project Manager will contact each bidder within 5 days of receipt of
Bids with a list of additional samples required to be submitted.

The Bidders must deliver fully-assembled product samples to Vargas Associates at 40
Humboldt Street, Suite 101, Rochester, NY 14609, at no cost to the owner. Samples can be
received starting March 7, 2019 between the hours of 8am-3pm up until 2:00pm on March 13,
2019. Bidders shall call Vargas Associates at 585-730-8260 prior to delivery. Upon delivery,
Bidders shall ensure all samples are signed for by a Vargas Associates staff member. Failure
to submit a timely product sample will disqualify a bidder as non-responsive. Bidders may
retrieve samples after the Contract is awarded when notified by Owner provided that samples
remaining after thirty days’ notice may be disposed of by Owner without compensation to
Bidder. 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 within a de-scoping committee prior to award.

The Bidder must provide samples that meet the contract specifications. If providing a substitute product, the Bidder must prove it’s of equal or superior quality, at the same price point as the original product, and demonstrate their substituted product meets all required specifications including warranty period. The Project Manager reserves the right to reject samples if they have not met the contract specifications or if obvious evidence of products’ low quality arise.

Bidders must also submit with Bid: (a) one set of finish samples for every item bid and (b) one set of product literature and warranties for every item bid that is not Basis of Design.

**Sales Tax Exemption**
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 Owner pursuant to the provisions of the Contract shall not be included in the Bid price. An official Purchase Order issued to 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.

**Award of Contract**
(a) The Contract will be awarded, if at all, to that qualified, responsive and responsible Bidder submitting the lowest-price Bid for the Group of Work indicated on the appropriate Bid Form Price Matrix. Furniture items are organized on the Bid Form as “groups”. Bidders must bid on all items of Work within a particular group, and may bid on one or all groups. Bidder may submit Bids on any or all items listed as “non-grouped.” Owner will award the Contract (if at all) on the basis of lowest overall Bid price for grouped items, and lowest price for each non-grouped item. The Project Manager reserves the right to break apart a group if it is in the best interest of the project. The Owner reserves the right to award based on required product features and the functionality that best meets the product specifications.

(b) Within twenty-four (24) hours after award is made by Owner to the successful Bidder, 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 Owner to take such lawful action as it deems advisable.

(c) Vendors, once awarded, shall not order any furniture until they have received an official Purchase Order from the RJSCB.

**Wages and Supplements**
Seller must pay the New York State prevailing wage rate for all on-site delivery, final assembly, and installation of items in a free-standing form as determined by the Commissioner Labor as set forth in Article 9 of the New York Labor Law, including any required supplements and benefits, unless a higher wage is determined by application of the U.S. Davis-Bacon Act for the
corresponding category of labor. Certified payroll must be maintained by the successful Bidder in accordance with applicable law and submitted monthly to Program Manager. The appropriate wage rate schedule for Moving Furniture and Equipment is attached in the Appendix to these Bid Documents.

Seller must pay the New York State prevailing wage rate for the installation of furniture when it involves physically attaching said furniture to the physical structure of the building as determined by the Commissioner Labor as set forth in Article 8 of the New York Labor Law, including any required supplements and benefits, unless a higher wage is determined by application of the U.S. Davis-Bacon Act for the corresponding category of labor. Certified payroll must be maintained by the successful Bidder in accordance with applicable law and submitted monthly to Program Manager. The appropriate wage rate schedule for Carpenter – Building is attached in the Appendix to the proposed Contract Documents.

**Scheduling and Coordination**

Once an installation schedule has been established between Seller and the Project Manager, along with start and completion times, the delivery & installation crews must remain on site until they are excused for the day. **The specified installation dates are subject to change depending on progress of construction. Not all areas may be ready at the time of installation, Seller may have a phased installation.** 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 Vargas Associates 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. All personnel will be required to sign-in daily with the Project Manager.

A mandatory coordination meeting is required with the Project Manager and each awarded vendor prior to the start of furniture installation.

**Contractor’s Compliance Regulations**

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 will 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).

- 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 other such identification, as 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.

- 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.

- Any persons engaging in violent, disruptive, or harassing behavior will be immediately removed from the Project Site by Owner or Project Manager or Construction 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 the Construction Manager, Project Manager or Owner may interfere with or disrupt other workers or persons present at the Project site. Anyone violating these policies will be asked to leave immediately and surrender their RCSD Contractor badge and security clearance.

- Specifically, earlier in the Program the RJSCB was informed of persistent conduct by a particular subcontractor that violated these Contractor’s Compliance Regulations. These violations included: (1) excessive profanity and unprofessional use of foul language, (2) inappropriate communications including text messages and verbal comments that could be construed as sexual harassment, (3) insulting and demeaning comments directed at other workers or persons at a project site, and (4) other disruptive behavior at the project site. Upon confirmation of the validity of these allegations, the referenced subcontractor was removed from the project site and replaced with a different compliant contractor.

Therefore, bidders are strongly encouraged to exercise selective due diligence and accept responsibility for the subcontractor selections they make in relation to meeting these Regulations.

- The supervisor must provide Vargas Associates with a schedule of all break times. Unscheduled breaks are prohibited and will result in disciplinary action and or penalties for lost work time.
  - One (1) 30 minute lunch break is permitted mid-day
  - Two (2) 15 minute breaks are permitted, one in the morning and one in the afternoon

- Seller is responsible for storage of all Goods from time of manufacture to installation at no cost to Owner.
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- Seller must meet an installation schedule as agreed with Project Manager at the
time of issuance of Purchase Order.

- 72-hour notification must be given to Project Manager prior to the arrival of
Goods for deliveries.

- Project Manager must be notified of all delivery schedule changes, and such
deliveries must then be rescheduled with the Project Manager.

- Damaged furniture must be removed from the site immediately and cannot be left
in the school.

Individuals violating the above stated policies may be asked to leave the Project site until they
are able to comply herewith. Continued violations of compliance regulations will result in a
disciplinary review meeting. All instances are at the full discretion of the Project Manager.

Conditions of Contract
The successful Bidder (“Seller”) will enter into the Contract by executing the Purchase Order
approved by Owner upon enacted Resolution. Seller must agree to the General Conditions
incorporated into Owner’s Purchase Order and comply with all Contract Documents. 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 Owner
from enforcing such terms, conditions or requirements going forward.

Transportation and Delivery
72-hour notification must be given to Vargas Associates prior to the arrival of Goods for
deliveries. Shipments shall be F.O.B. Destination to the locations as shown on the individual
School FF&E Drawings, attached as part of the Bid Documents at the actual point of use. All
furniture must be fully assembled and set up in the rooms per the provided floor plans the day of
delivery. 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 Bid Documents. Tailgates are required on
all delivery trucks. Deliveries from common carriers will not be accepted at the job site for any
reason.

All deliveries of goods must be received during normal business hours (8am-4pm), and by a
crew that consists of a pre-determined supervisor and full team of installers. A Seller’s
representative must be present for all deliveries to the Project site. Drop-ship deliveries are not
allowed. Any delivery to the Project site via UPS or Fed-Ex without a Seller’s representative
present, will be rejected and sent away. Any and all costs associated with re-delivery of these
furniture items to maintain the project schedule will be at the cost of Seller.

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.

On-site assembly of furniture will not be permitted.
Furniture Installation

Seller(s) will provide all equipment including, but not limited to, dollies (only soft, rubberized wheels will be acceptable), hand trucks, loading ramps, trucks, safety gear/equipment, and any other equipment necessary to complete the installation. During the installations, 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 of their furniture, and are otherwise appropriately certified. Neither Vargas Associates nor Owner is responsible to supervise Seller or its staff in their operations for safety purposes.

On the first day of furniture installations, it is suggested that Seller(s) inspect and report any interior damage to Vargas Associates. Vendor is responsible to take all necessary steps to protect the receiving locations during each and every delivery. Protection may include, but is not limited to: materials such as quilts and cardboard to protect walls, doors and elevators. Floor protection is provided by others. In the event that Seller(s) damages any walls, doors, moldings, flooring, or other aspects of the space, Seller(s) agrees to immediately contact Vargas Associates who will work with Seller(s) to address proper repair, replacement, or payment of repair or replacement.

Seller must remove all packing materials and trash from the job site at the end of each work day, and disposed of at an off-site location to be determined by Seller. On-site dumpsters, recycle bins, or any other trash receptacles are not to be used for this purpose under any circumstance.

Adherence to the above stated policies are to be strictly enforced. Seller will incur a financial penalty for each occurrence at the Project Manager’s discretion.

Contractors are typically still in the building during the furniture delivery/installation period. Furniture vendors and their staff frequently need to adjust to unique circumstances and settings to complete the work within a limited time frame.

Inspections / Punch List

A checklist will be posted on each door scheduled to receive furniture. The checklist will specify which furniture and quantities are planned for each location.

Once the installations have been completed, Vargas Associates will conduct inspections of furniture with Seller and prepare a punch list summarizing outstanding actions required of the Seller(s). The punch list items are 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 Seller until product is installed and accepted by Vargas Associates in writing.

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.
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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 Bid 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 of 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 form, 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.
MWBE/DBE/SBE Utilization and Workforce Diversity

I. POLICY STATEMENT

.1 The Rochester Joint Schools Construction Board ("RJSCB") recognizes that the opportunity for the participation in a free enterprise system by persons or groups traditionally, socially, and economically disadvantaged is essential to obtain social and economic equality. As such, the RJSCB acknowledges the need to promote participation by minority-owned and women-owned business enterprises ("M/WBE"), small business enterprises ("SBE") and disadvantaged business enterprises ("DBE") (collectively, "Eligible Business Enterprises" or "EBE") in contracts awarded as part of the Rochester Schools Modernization Program ("RSMP"). The RJSCB further acknowledges the diverse community of the City of Rochester, as reflected in its businesses and workforce labor. The RJSCB strives to support business development and workforce diversification opportunities that the RSMP may create, including the opportunity to encourage participation of these diverse individuals and groups in local projects. Accordingly, through the RSMP Diversity Program, the RJSCB fosters and promotes the participation of EBE’s and women and minority laborers in all RSMP contracts.

.2 With respect to RSMP Construction Projects less than One Hundred Thousand dollars ($100,000.00), all contractors are strongly encouraged to meet the designated EBE and women and minority workforce utilization Goals set forth herein. Bidders on all RSMP Contracts to exceed $100,000.00 must adhere to the Goals and other requirements of this Section and submit Forms DP-1, DP-2, DP-3, and DP-3A, the Promise of Non-Discrimination, EBE Assurance Statement, “Good Faith Efforts Checklist,” within the time period(s) set forth herein.

.3 Contractors are also referred to the Phase II Diversity Plan for reference, a copy of which may be obtained at http://www.rcsdk12.org/rsmp. The Phase II Diversity Plan (the “Diversity Plan”) is hereby incorporated by reference and Contractors must comply with all terms and requirements of the Diversity Plan.

II. DEFINITIONS: The below terms and phrases employed with respect to the RSMP, as used herein, shall have the meanings set forth in the Diversity Plan at Article 1.03 “Definitions.”

III. WORKFORCE DIVERSITY AND BUSINESS DEVELOPMENT GOALS

.1 The RJSCB is committed to provide women and minorities with equal opportunities to perform work on RSMP projects. All firms or other businesses providing goods or services under a Contract meeting the dollar amount threshold set forth in this Project Manual shall comply with the workforce diversity Goals set forth herein.

Percentage Goals for Workforce Participation: In order to achieve the workforce diversification goals of the Program, each firm or other business providing goods or services shall use its best efforts to ensure that the workforce it engages to perform work for the Program shall demonstrate, in terms of the
percentage of actual hours worked under the Contract, and/or contract as amended, participation rates as follows:

- Minority Workforce: 22% of project personnel hours including skilled trades people, trainees, journeymen, apprentices, and supervisory staff.

- Female Workforce: 8% of project personnel hours including skilled trades people, trainees, journeymen, apprentices, and supervisory staff.

Each Contractor, supplier, professional service provider, or other business providing goods and services shall strive to maximize the use of Rochester-based labor, contractors, suppliers, and service providers in performing the Contract.

.2 **Contractors performing labor and services for RSMP projects may not count female or minority home office staff toward the Goals stated above**, and may only count participation of field staff. However, those performing professional services on RSMP projects may count minority and female office staff who perform the relevant professional services (as opposed to administrative or support services), whether performed in the field or in their home office, toward the workforce diversity Goals stated above.

.3 The RJSCB is also committed to the meaningful participation of certified EBE’s on RSMP contracts. In order to meet this commitment, all Contractors or other businesses providing goods or services under a Contract meeting the dollar amount threshold set forth in the Diversity Plan shall comply with the business diversity Goals set forth herein.

**Percentage Goals for EBE Participation** (applicable to the total value of the project):

In order to achieve Diversity Program Goals for EBE business development, each Contractor, supplier, professional service firm or other business providing goods or services shall strive to and use Good Faith Efforts to engage minority-owned, woman-owned, disadvantaged business enterprises, and small business enterprises as follows:

- **a. MBE**: 17% of each Contract or purchase order
- **b. WBE**: 10% of each Contract or purchase order
- **c. DBE**: 3% of each Contract or purchase order
- **d. SBE**: 3% of each Contract or purchase order

.4 Only EBE firms that demonstrate proper Certification may be used to fulfill the above workforce diversity and business development Goals.

(a) The RSMP Certification of Small Business Enterprise (SBE) Financial Status Form must be completed in full by any business intending to qualify as a certified “Small Business Enterprise” or “SBE” to provide labor, services and/or materials for any contract awarded under the Rochester Schools Modernization
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Program (RSMP). This form must be submitted with Bid and is included in the Appendix Section of these Bid Documents.

.5 COUNTING EBE PARTICIPATION TOWARD GOALS: All bidders, including EBE bidders, shall use Good Faith Efforts to achieve business development Goals through second tier participation (subcontractor work). Methods for counting EBE participation toward Goals of this Contract are set forth in the Diversity Plan at Article 2.02(e)

IV. FORMS AND PROCEDURES

.1 To count toward the RJSCB's Goals, an EBE must be Certified at the time a bid is submitted. The judgment as to whether or not an EBE has the qualifications and experience for the type of work required by the Contract rests with the Contractor, even as to any EBE’s as may have been listed by Owner or its Independent Compliance Officer (ICO) as pre-approved or Certified. In addition to general Certification, all SBE’s must complete and submit the Small Business Certification Form included in the Appendix Section of these Bid Documents.

.2 As an aid to bidders, the ICO may, as a courtesy, direct bidders to various websites, certifying entities and/or listings identifying Certified EBE firms working in relevant business categories. For any EBE firm proposed by the Bidder or Contractor, whether or not such firm is included in any courtesy information provided by the ICO, Bidder or Contractor must submit acceptable proof of the certification of each EBE firm for the ICO's review to determine whether to accept a proposed EBE Utilization Plan (Form DP-1). Certification does not imply the EBE firm’s ability to perform the work required of the Contract, which shall be Contractor’s obligation to determine.

.3 Failure to adequately complete the forms required to be submitted with the bid will be grounds for the RJSCB upon recommendation of the ICO to reject a bid or disqualify a bidder. The information required by this Section is to be provided on the attached forms.

.4 The name, mailing address and title of the bidder’s EBE liaison officer should be included along with the forms referenced above.

.5 Any agreement between a bidder/contractor and an EBE in which the EBE promises not to provide subcontracting quotations to another bidder/contractor is prohibited.

.6 The names, scope of work and dollar amounts submitted on the above-referenced forms constitute the bidder’s proposed plan for fulfillment of the Goals.

.7 Neither Conduit nor Broker participation, as those terms are defined in the Diversity Plan, shall be counted toward EBE firm participation on this Contract.

8. The RJSCB, ICO or other RJSCB designee shall notify the bidder if one or more of the proposed EBE’s do not qualify for the Project. The bidder will be requested,
within five (5) days of notification, to provide new Certified EBE’s or an alternate plan for fulfilling the Goals. This does not imply that the bidder cannot utilize the proposed EBE, only that doing so will not count toward fulfilling the Goals.

9. It is understood that a Contractor/Bidder may make changes to its DP-1 Form for legitimate and necessary business reasons prior to award of contract. Any such changes must be submitted to the ICO for review and approval, if appropriate. The DP-1 change process does not relieve Contractor/Bidder from compliance with all other requirements of this Section, including contacting EBE firms to seek work proposals prior to submission of bid.

10. The ICO may request that the Bidder or Contractor supply additional information within a reasonable timeframe to perform a review and assess whether Goals have been adequately stated, met and/or maintained throughout Contract performance.

11. Once a Bidder submits a satisfactory DP-1 form (EBE Utilization Plan), DP-2 form (Letter of Intent to Perform), a signed Promise of Non-Discrimination, and signed EBE Assurance Statement, upon approval of the ICO, these documents will be incorporated into, and made a part of, the Contract. Goals will be considered provisionally met at the award stage, pending Contract completion, including satisfactory submission of Employment Utilization and EBE Utilization reports (Forms DP-3 and DP-3a) to verify that Goals have been adequately met and maintained throughout Contract performance.

   a. If the bid includes Allowances or Alternates, bidder may craft its EBE Utilization Plan (DP-1) to meet the Goals using only the “Base Bid” amount, based on the assumption that work Allowance or Alternate work included in the bid may not be performed as part of the Contract, depending on Project needs. However, should Owner select Alternates or direct contractor to perform work in an Allowance category during the Project, contractor must revise and re-submit its Utilization Plan (DP-1), as well as DP-3 and DP-3a forms, and make Good Faith Efforts to meet and maintain all Goals, in accordance with Parts VIII and IX of this Section.

V. GOOD FAITH EFFORT: RJSCB expects extreme diligence on the part of each Bidder and Contractor to meet and maintain Goals. Bidders must submit with their bids evidence of Good Faith Efforts on the “Good Faith Efforts Checklist” Form, attached in Section 00 43 34A. Good Faith Efforts are defined in the Diversity Plan and outlined therein at Article 2.02(c).

VI. CONTRACTUAL OBLIGATIONS:

.1 The ICO shall review the plan submitted by an apparent low bidder to determine if the bidder is compliant with the Goals set forth in this Section, and will strive to make such determination within 48 hours of notice to the apparent low bidder. In the event the ICO determines a bidder has not met or used Good Faith Efforts to meet the Goals, the ICO may reject the proposed EBE Utilization Plan, and the contract may be awarded to the next lowest responsible bidder who complies with the requirements of this Section.
.2 Appeals of plan acceptance determinations must be made in writing and state the entire basis of the appeal. Appeals are to be delivered to the ICO within three (3) days of notification of decision, and should include sufficient supporting documentation to allow the ICO to perform a meaningful review.

.3 The successful bidder's final EBE Utilization Plan (Form DP-1) as approved by the ICO shall be incorporated into the Contract upon the award thereof. This will be referred to as the approved EBE Utilization Plan (DP-1), and will be operative unless and until revised, as set forth herein. If the DP-1 is revised at any time after bid submission, including during Contract performance, Contractor must provide a written rationale to the ICO for the revision, and obtain ICO approval thereof. The subcontractors listed on approved EBE Utilization Plan (DP-1), the dollar amounts shown, and any other relevant documentation will become part of the Contract. Failure to comply with an approved EBE Utilization Plan shall be a material breach of Contractor’s obligations under this Section.

.4 BUSINESS OPPORTUNITY PROGRAM (BOP): The RJSCB encourages each Prime Contractor to participate in the RSMP’s Business Opportunity Program. The (BOP) is a partnership designed to assist Greater Rochester EBEs through outreach, training, education and growth potential in the City of Rochester. The BOP is also intended to increase the number of certified M/W/S/DBEs capable of bidding successfully on capacity-appropriate construction contracts, and improve the small contractors’ management, organization and skills by teaching them new strategic tools to speed the growth of their businesses.

The BOP will sponsor and facilitate The Instructional Series (IS), a curriculum-based program of training sessions designed to expand business opportunities and assist M/W/D/SBE subcontractors beyond what was formerly available to them. EBEs who complete the IS earning a Certificate of Completion or perform as a subcontractor for a successful prime bidder, qualify to enroll in the Mentor-Protégé Program (MPP) and will be paired with a participating mentor designated by BOP Staff.

VII. PRIOR TO THE COMMENCEMENT OF WORK

.1 Prior to the commencement of any work by an EBE, and no later than ten (10) days after notice of Contract award, the contractor must submit the DP-2 Form “Letter of Intent to Perform.” Contractor shall exercise best efforts to execute and submit copies of all EBE subcontracts to the ICO no later than 90 days after the notice of contract award. This will provide evidence that a written contract is in place, but in no way implies the RJSCB’s approval or disapproval of the subcontracts. The RJSCB reserves the right to request a copy of an executed EBE subcontract prior to 90 days if it so chooses or at any time during the Project. If the Contractor fails to provide the executed EBE subcontracts within the 90 day period or upon request as indicated above, the ICO can proceed to request an explanation from the Contractor and request a meeting with the Contractor to review the status and reasons for not submitting the subcontracts. Non-compliance by the Contractor with this section may give the RJSCB cause to withhold payments to the Contractor.
.2 If requested by the RJSCB or ICO, the contractor must attach a construction schedule to the EBE subcontract describing the anticipated time periods that the EBE subcontractor will be utilized on the Project. A copy of the construction schedule, with modifications, should accompany each Form DP-3A.

.3 Failure to submit a written subcontract agreement with a construction schedule upon request may give the RJSCB cause to withhold payments. Any work performed by an EBE without a written subcontract made available to the RJSCB may not be counted toward fulfillment of the Goals.

.4 All subcontractors should be made aware of all modifications to the construction schedule and must be given reasonable opportunity to mobilize their workforces to perform. Notification of less than five (5) days will not be considered reasonable and will not be a basis for determining that the subcontractor was not available to perform on the Project.

VIII. DURING PROGRESS OF WORK: contractor must maintain the Goals at the percentage levels stated above throughout performance of the Contract.

.1 If a contract modification (e.g., a Change Order, Field Order or Construction Change Directive) issues after the ICO’s approval of the EBE Utilization Plan, the Contractor must adjust the Utilization Plan accordingly to maintain the appropriate percentage Goals. For example, if a Change Order increases the Contract Sum, the Goals will increase in proportion to the Contract Sum. Similarly, performance of approved Allowance work will increase the Contract Sum for purposes of compliance with EBE Goals. Forms DP-3 and DP-3-A must be submitted monthly and should reflect changes to the Contract Sum due to authorized contract modifications or Allowance work, as well as the resulting increases in EBE, women and minority participation.

.2 Contractors must demonstrate, to the ICO’s satisfaction, Good Faith Efforts to meet the modified Goals in the event of a change to the Contract Sum during the progress of Work, including but not limited to retaining additional EBE subcontractors for the work affected by an Allowance or contract modification that increases the Contract Sum.

.3 The ICO may, in its discretion and upon contractor’s written request, consider the following factors in determining whether contractor has used Good Faith Efforts to meet the required Goals:

a. If the contract change or Allowance requires contractor to provide additional materials and/or supplies, as opposed to performing additional labor;

b. If the change Allowance work is the same type of work currently being performed by the contractor under contract with a non-EBE Supplier or subcontractor on the Project;

c. If EBE subcontractors are not capable or available to do the work required by contract change or Allowance;
d. Any other factor impacting contractor’s ability to adjust the Goals in accordance with the increased Contract Sum.

.4 The ICO in its discretion may waive the requirement to meet modified Goals if approved contract modifications or authorization to perform Allowance work results in a minor net increase in the Contract Sum (less than $50,000) such that restructuring contracts would be impractical or unduly burdensome to contractor. However, the contractor must otherwise demonstrate compliance with modified percentage Goals to the satisfaction of the ICO.

.5 Should ICO determine that the performance of approved Allowance or change order work, or any other factor during performance of the Contract, has caused contractor to fall out of compliance with applicable percentage Goals, the ICO may call a meeting with contractor to address the issue and discuss steps for the contractor to achieve and maintain compliance with the applicable Goals.

IX. REPORTING AND RECORD-KEEPING: The contractor must keep records and documents to substantiate compliance with the EBE business development and workforce diversity Goals and requirements for three (3) years following completion of this Contract. These records and documents must be made available to the ICO or other authorized RJSCB officials upon request during that time.

.1 All apparent successful bidders who plan to utilize an EBE subcontractor or engage in a Joint Venture with an EBE shall submit to the ICO by the end of the tenth business day following notice of award of contract a “Letter of Intent to Perform” (Form DP-2) in the format attached hereto, signed by both the EBE and bidder.

.2 The contractor must furnish the ICO with Monthly Employment and EBE Utilization Reports (Forms DP-3 and DP-3A) with each monthly request for payment, including but not limited to workforce census and other employment and certified payroll records necessary to verify achievement of the workforce diversity goals. Employee zip code information must be listed on monthly EEO report. Failure to submit the DP-3 and DP-3A Forms with each request for payment will give the RJSCB cause to withhold that payment and the EBE’s or workforce utilized shall not be counted toward fulfillment of the Goals.

.3 Records of payment (e.g., copies of checks) for subcontract work, if requested by RJSCB, as well as payrolls and other documents required by any other terms of this contract, must be submitted to the ICO with each monthly request for payment unless otherwise indicated. Attainment of the Goals will be based on actual payment records and not solely on the stated subcontract amount. Amounts claimed to be attributable to EBE’s, but that are not substantiated by actual payment records, will not be counted toward the final Goal. All contractors must provide a certified accounting statement setting forth the total amounts paid to all subcontractors to enable the RJSCB and ICO to verify that percentage Goals were ultimately met.
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.4 The contractor must notify the ICO immediately in writing if the contractor changes or cancels an EBE subcontractor or Joint Venture including an EBE whose participation has already been approved as counting toward the applicable Goal.

.5 The ICO or other RJSCB designee shall follow up during the term of Project to evaluate the successful employment of the EBE firms and of women and minorities through review of Forms DP-3 and DP-3A (Monthly Employment and EBE Utilization Reports). This review may be done monthly or when the ICO deems it appropriate.

a. Successful utilization and meeting of Goals will be noted and approved by the ICO.

b. In cases where the contractor fails to meet workforce diversity and business development Goals, the ICO or other RJSCB designee shall obtain from the contractor in writing the reason for the delay and his/her plan to achieve the Goals by project completion.

c. It is the contractor’s responsibility to monitor the progress of the EBE and women and minority participation on the Project.

d. In cases where the contractor does not anticipate meeting the Goal or where the contractor wishes to add an EBE firm to those originally designated as contributing toward a business development Goal, the contractor should request a new EBE Utilization Plan (DP-1 form) and inform the ICO thereof. The updated EBE Utilization Plan (DP-1) shall be submitted to the ICO within (3) days of giving notice to the ICO.

e. This revised EBE Utilization Plan (DP-1) shall be approved or rejected by the ICO or other RJSCB designee in accordance with the Goals.

f. Appeals of revised EBE Utilization Plan acceptance determinations shall be made in writing, stating the full basis of the appeal, to the ICO within three (3) days of notification of the initial decision.

X. RETAINAGE: The RJSCB reserves the right to retain, at any time, an amount up to but not exceeding the amount cited in an approved EBE Utilization Plan (DP-1) that has not been paid to any EBE in accordance with the approved EBE Utilization Plan. The RJSCB may retain such amounts as in its reasonable discretion may be necessary to ensure payment to the applicable EBE firm listed in the EBE Utilization Plan.

XI. COMPLIANCE MONITORING: In order to achieve development and diversification in its workforce, and to meet the required EBE utilization Goals set forth herein, each contractor, supplier, professional service firm or other business providing goods or services must:

1. Provide the ICO with a monthly workforce census and other employment and certified payroll records necessary to verify achievement of the
workforce diversity Goals and demonstrate compliance with the minimum standards.

2. Provide on-demand access and cooperation to the ICO to review records on-site and/or at work-site premises to validate workforce participation. This may include unannounced visits and on-the-spot interviews that the ICO and its inspectors may hold with workers at the job site or at off-site work premises to verify their work status and claimed job classifications.

3. Submit all other information required on the forms specified herein and attached or such further information as is required at the reasonable request of ICO, at the time of bidding or throughout the Project to ensure compliance with the requirements of this Section.

4. In addition, contractor is strongly encouraged to do the following:

a. With bid submission, present a proposed written recruiting program directed at attracting candidates to fill positions of employment in order to meet such requirements.

b. With bid submission, provide a statement committing to training or participation in training programs provided by third parties to train new employees in meaningful ways to succeed in their employment opportunities and to promote long-term employment within the industry or profession.

5. In the event the contractor, supplier, professional service firm or other business providing goods or services fails to maintain minority/women workforce or EBE utilization Goals through the duration of the Project on their Contract or purchase order, the ICO can and shall exercise in a timely manner one or more of the remedies set forth in the Diversity Plan at Article VI at section 6.01.

XII. ENFORCEMENT: In evaluating bids and during performance of the Contract, the Owner and ICO may consider responsive and responsible bidders who can provide the quality goods and services reasonably required for the contract. All bidders must make Good Faith Efforts in seeking to maximize the use of available EBE’s for RSMP Projects. The failure of a bidder to demonstrate the mandatory Good Faith Efforts outlined in the Diversity Plan to include EBE’s in the procurement process or to maintain percentage Goals throughout the Project will be considered in awarding RSMP Contracts. The RJSCB, through the action of the ICO, shall have the authority and power to enforce the provisions of this Section.

Violations of this Section shall constitute a material breach of contract, and the ICO and/or RJSCB may undertake the measures outlined in the Diversity Plan at Article VI, section 6.03 thereof, to enforce the requirements of this Section.

XIII. COMMERCIALLY USEFUL FUNCTION: Refer to the Rochester Joint Schools Construction Board Workforce & Business Participation Diversity Plan for Phase 2
ARTICLE 2

Schools, dated April 2016: EBE suppliers must perform a Commercially Useful Function in order to satisfy business diversity goals in whole or in part. A prime supplier to the Phase 2 Program will not receive credit toward the goals by using an EBE acting merely as a broker or conduit to purchase furniture from a commodity supplier. An EBE whose normal function is selling/distributing furniture as a dealer can be sub-contracted by a prime and use up to 50-percent of their contracted amount toward meeting a diversity goal. If a sub-contracted EBE supplies both labor and material to the prime, the prime may be able to use up to 100-percent of the total contracted fee toward meeting a diversity goal. In all cases, participation of an EBE for purposes of achieving the goals will require approval by the Independent Compliance Officer (ICO).

Contact information for any questions:
Baker Tilly
Jeff Wild
585-512-3819
Jeffrey.Wild@bakertilly.com

XIV. ATTACHMENTS: Information required by this Section must be submitted on the forms or in the formats specified in the “Diversity Program Forms” found in the Appendix.
BID FORM ACKNOWLEDGEMENT

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

Addendum No. _______ Date: _____________
Addendum No. _______ Date: _____________
List all addenda (attach pages as needed)

By signing below, Bidder agrees that it will hold its unit prices as set forth on the Bid Form Price Matrix for the benefit of Owner through December 31, 2019. In addition, Owner may standardize products following the Contract award. Bidder agrees that it will not increase its unit pricing for any product Bid herein if bidding upon future RSMP contracts with through December 31, 2019, except that Owner shall allow Bidder to make a price adjustment as of January 1, 2020 and each January 1st thereafter, not to exceed five percent (5%) of the current Bid price.

_________ (initial here) Bidder also acknowledges they have provided a substitution form for every item submitted that is not the Basis of Design (B.O.D).

Bidder: ___________________________     Date: _______________________
Signed: ___________________________     Title: ________________________
Print: ____________________________

DO NOT WRITE BELOW (Owner use only):
This is to certify that the 2019 FF&E Bid of the RSMP was opened by Pepin Accilien, Program Director, at or after 2:00 p.m. on March 13, 2019 at the RSMP Offices and bid security in the amount of 5% of the Bid price was/was not (circle one) enclosed.

COMMENTS:

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<th>UNIT COST (NUMERICAL)</th>
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**Music Furniture**

**Tables**

**Maker Space - Elementary**

Pricing to remain effective through 12/31/19

ARTICLE 4
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<td>MSE-17.2</td>
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<td>MSE-18</td>
<td>Upholstered Floor Seat Pad</td>
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<td>MSE-22.1</td>
<td>Mobile Whiteboard with Storage - 29”W x 19”D x 70”H w/ (10) 3” totes</td>
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<td>MSE-22.2</td>
<td>Mobile Whiteboard with Storage - 29”W x 19”D x 70”H w/ (6) 3” and (2) 6” totes</td>
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<td>MSE-22.3</td>
<td>Mobile Whiteboard with Storage - 29”W x 19”D x 70”H w/ minimum (1) shelf</td>
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<td>MSE-23</td>
<td>Mobile Power Tower</td>
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<td>MSE-24</td>
<td>Legs Activity Table with Storage - Toddler</td>
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<td>MSE-25</td>
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**GROUP TOTAL**

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<th>ITEM</th>
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<tr>
<td>EH-1</td>
<td>Mobile Height Adjustable Desk</td>
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<td>EH-2</td>
<td>Flip Top Student Desk</td>
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<tr>
<td>EH-3</td>
<td>Stackable Sled Base Rocker Chair</td>
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<tr>
<td>EH-4.1</td>
<td>Lounge Chair with arms - 24.5”H x 30.5”W x 26.5”D</td>
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**EAST HIGH COLLABORATORIUM**

**Pricing to remain effective through 12/31/19**

**ARTICLE 4**

**MA-3**
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<th>MODEL # (to be filled if using substitution)</th>
<th>WARRANTY PERIOD (to be filled if using substitution)</th>
<th>QUANTITY</th>
<th>UNIT COST (NUMERICAL)</th>
<th>EXTENDED PRICE (WRITTEN)</th>
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<td>EH-4.2</td>
<td>Lounge Chair, armless - 34.5&quot;H x 22.5&quot;W x 29.5&quot;D</td>
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<td>EH-6.1</td>
<td>Nest and Fold Table w/4-Post Legs- 26.5&quot;H x 51&quot;W x 35.5&quot;D, Kite shape</td>
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<td>EH-8</td>
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<td>EH-10.1</td>
<td>Student Stack Chair- 24&quot; W x 21&quot; D x 31&quot; H, 18&quot; high seat w/ arms</td>
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<td>EH-11.1</td>
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GROUP TOTAL:
Extended Total (Numerical): |
Extended Total (Written):


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Refer to the General Specifications Section for the anticipated schedule of upcoming school procurements.

**Unit Cost Information**

1.) Please provide an hourly rate for additional installation services for the following:

- Supervisor per hour
- Laborer (Article 8) per hour
- Laborer (Article 9) per hour

**Additional Pricing Information:**
Our Company will extend an additional discount of _____% for cumulative orders awarded at or above $250,000.

**Additional Comments:**

Pricing to remain effective through 12/31/19
ARTICLE 5

ROCHESTER JOINT SCHOOL CONSTRUCTION BOARD - Purchase Order

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<tr>
<td>Name</td>
<td>Rochester Joint Schools Construction Board</td>
</tr>
<tr>
<td>Attn:</td>
<td>c/o Christine Vargas, Vargas Associates</td>
</tr>
<tr>
<td>Address</td>
<td>70 Carlson Road</td>
</tr>
<tr>
<td>City</td>
<td>Rochester</td>
</tr>
<tr>
<td>State</td>
<td>New York</td>
</tr>
<tr>
<td>Zip</td>
<td>14610</td>
</tr>
<tr>
<td>Phone</td>
<td>585-730-8260</td>
</tr>
<tr>
<td>Fax</td>
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<tr>
<td>Email</td>
<td><a href="mailto:christine.vargas@vargasassociates.com">christine.vargas@vargasassociates.com</a></td>
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<td>Provide the following furniture including labor, delivery and installation to point of use.</td>
<td>Lump Sum</td>
<td>$</td>
<td>[Unless otherwise specified, Buyer is exempt from applicable sale and use tax]</td>
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<td>FOB to point of identified destination per the Move Manager</td>
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<th>Other Specifications:</th>
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<td>Services will be provided to the following schools:</td>
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***The Purchase Order is subject to the attached “Terms and Conditions of Purchase Order,” which are incorporated herein and made a part hereof, together with all terms and conditions set forth in the “Contract Documents” identified in the Bid Solicitation***
ARTICLE 5

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 (also referred to as “Mover”) 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 Contract Documents received by Buyer at the time of bidding, together with any addenda. 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 Contract Documents, the terms of the Contract 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, unless specifically provided to the contrary in the Contract Documents. No other agreement, invoice, or quotation or any acknowledgment of Supplier in any way modifying any of the provisions of this Purchase Order or Contract 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 OF THIS PURCHASE ORDER. 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 shipped 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 on the face of this Purchase Order, unless modified by Owner 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 Owner’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 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.

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) committed 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 Section 7 of the Contract Documents.

Supplier and its subcontractors shall maintain such insurance, at their own cost and expense, throughout the term of this Purchase Order. 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...
11. Prices or on any invoice issued to Buyer.

New York, and Supplier shall not include any such taxes in the State of New York or of any City or County in the State of Buyer is exempt from all sales and compensating use tax of.

firm, fixed prices, and include all fees and tariffs. Unless set forth on the first page of this Purchase Order. Prices are given to Buyer by Supplier.

acceptance and payment. The warranties set forth herein shall survive inspection, installation where applicable, customers and users of Buyer's Products or Services, and.

The warranties contained herein shall run to Buyer and its firm, fixed prices, and include all fees and tariffs. Unless set forth on the first page of this Purchase Order. Prices are given to Buyer by Supplier.

ARTICLE 5

Warranties

Supplier warrants that all Products and Services will be produced or performed in compliance with all applicable local, federal and state laws, regulations and all rules and regulations, including without limitation, those pertaining to working conditions, payment of labor, and.

rules, and acts of government; provided, however, that the party claiming that a force majeure event has occurred must 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 its force majeure effect, and act in good faith to mitigate any damage caused by.

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.

in 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.

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ARTICLE 6

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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 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 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 Owner to represent it in administering RSMP construction projects and coordinating RSMP construction project contractors.

Contract – The legal agreement between 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 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 Owner to the successful Bidder.

Notice to Proceed – A written notice given by Owner to Seller fixing the date on which the Contract Time will commence to run and on which Seller shall start to perform 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, Savin Engineers P.C. and Gilbane Building Company (“Savin/Gilbane”).

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.

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 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 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 Seller or with any other Subcontractor. This term shall include any vendors or material-men to Seller.

Work – The supply of all products (“Goods”) and labor (“Services”) set forth in the Contract Documents for which 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

Owner shall furnish all building drawings describing the physical lay-out of rooms and areas within the Project site, and shall issue all instructions to Seller through the Project Manager.

ARTICLE 4. Seller's Responsibilities

In addition to all other responsibilities and duties under the Contract:
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4.1 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. 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 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 Seller shall take field measurements and verify field conditions and shall carefully compare such measurements, conditions and other information known to Seller with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Project 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 Seller’s own expense.

4.4 Seller shall supervise and direct the Work using its best skill and attention. 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, 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 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 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 must pay the New York State prevailing wage rate for all on-site delivery, final assembly, and installation of items in a free-standing form as determined by the Commissioner Labor as set forth in Article 9 of the New York Labor Law, including any required supplements and benefits, unless a higher wage is determined by application of the U.S. Davis-Bacon Act for the corresponding category of labor. Certified payroll must be maintained by the successful Bidder in accordance with applicable law and submitted monthly to Project Manager. The appropriate wage rate schedule for Moving Furniture and Equipment is attached in the Appendix to these Bid Documents.

Seller must pay the New York State prevailing wage rate for the installation of furniture when it involves physically attaching said furniture to the physical structure of the building as determined by the Commissioner Labor as set forth in Article 8 of the New York Labor Law, including any required supplements and benefits, unless a higher wage is determined by application of the U.S. Davis-Bacon Act for the corresponding category of labor. Certified payroll
must be maintained by the successful Bidder in accordance with applicable law and submitted monthly to Project Manager. The appropriate wage rate schedule for Carpenter – Building is attached in the Appendix to these Bid Documents.

4.9 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 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.

4.10 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 Owner and shall not be changed without the consent of Owner; and

(v) provide supervision by experts in all aspects of the application of the materials, equipment or system being fabricated and installed.

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

4.12 Seller upon award of the Contract and entering into the Purchase Order shall work with the Project Manager to establish an installation schedule. The 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.

4.13 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 warrants 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, Seller, as soon as practicable after the award of the Contract, shall furnish to Owner in writing a list of the names of Subcontractors proposed for the Work. Seller shall not contract with any Subcontractor to whom Owner has made reasonable objection, or whom is otherwise prohibited under the law or this Contract. Contracts between 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. Seller shall be responsible to 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 Seller.

ARTICLE 6. Administration of the Contract

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

6.2 Neither 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 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 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. 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 Day to day decisions concerning the adequacy of services provided under this Agreement and changes in the Work are the responsibility of the Program Manager (Savin), in cooperation with the Project Manager. The Program Manager is responsible for managing and overseeing the activities of the Project Manager. The Project Manager is responsible for oversight of any Contractors on the Project. The Contractor agrees to this relationship and shall
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cooperate with the Program Manager and Project Manager in good faith, in an effort to promote the speedy and efficient execution of the Project

6.7 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 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. This includes but is not limited to Seller’s failure to provide sufficient manpower to support the delivery and installation schedule.

7.3 Seller shall promptly remedy damage caused by Seller to property of 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 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. 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 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.
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9.6 Nothing contained in this Article 9 shall be construed to establish a period of limitation with respect to other obligations Seller might have under the Contract Documents.

ARTICLE 10. Tests and Inspections

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, Seller shall bear all costs made necessary by such failure, including repeat testing. 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 Seller.

ARTICLE 11. Owner’s Right to Stop or Carry out the Work

11.1 If 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 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 Owner to exercise this right for the benefit of Seller or any other person or entity.

11.2 If 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, Owner may, without prejudice to any other remedy Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments due Seller the cost of correcting such deficiencies. If payments due Seller are not sufficient to cover such amount, Seller shall pay the difference to 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, U.S. Bank National Association, Savin Engineers P.C., Gilbane Building Company, 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 Purchase Order and any other Contract Document, 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 locations as shown on the individual School FF&E Drawings, attached as part of the Bid Documents. Title to all Goods and risk of loss shall pass to Owner only upon signed acceptance of Goods at the point of use, subject to 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 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 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.
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14.2 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, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents so Owner can occupy or utilize the Work or such designated portion for its intended use. The Substantial Completion dates for each School shall be determined at a later date by the Vargas Project Manager.

15.2 When Seller considers that the Work is substantially complete, 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. 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 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 Seller shall complete any remaining items to achieve Final Completion.

ARTICLE 16. Final Completion

Final Completion shall be the end of the Project wherein Project Manager has confirmed that all Work is complete as required by the Contract Documents and Seller is entitled to final payment. Seller must notify Project manager when it believes it has achieved Final Completion to permit inspection and written certification thereof to allow for final payment. The Final Completion date for each School shall be determined at a later date by the Vargas Project Manager.

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. Owner shall retain five percent (5%) of the amount of any invoice balance otherwise due to Seller as retention to be released only upon Final Completion.

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; products do not meet bid specifications and therefor require replacement or other resolution;

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

(i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Seller from Owner, or

(ii) issue a written notice to Seller reducing the Contract Sum by an amount equal to that which Owner is entitled.

17.4 Final payment shall not be due until Seller delivers to Owner:

(i) Seller’s sworn affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or 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 Owner, Seller may furnish a bond satisfactory to Owner to indemnify Owner against such lien. If such lien remains unsatisfied after payment is made, Seller shall refund to Owner all money that Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney’s fees;

(iii) All maintenance and operation manuals, final quotes, 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 Owner; and
(vi) If required by Owner, a written statement that 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 of Seller against 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 or Contractor shall obtain at its own cost and expense all the insurance described below (the “Required Insurance”) that will protect Seller or Contractor from claims that may arise out of or result from Seller or Contractor’s operations and completed operations under the Contract and for which Seller or Contractor may be legally liable, whether such operations be by Seller or Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Before commencing the Work under the Contract, Seller or Contractor shall provide to Project Manager, for Project Manager’s approval, Seller or Contractor’s certificate of insurance provided in accordance with this Section and thereafter upon renewal or replacement of each policy of Required Insurance. The Required Insurance must be purchased from an insurer that is licensed, admitted, and authorized to write insurance in New York State, and is A.M. Best Rated “A-” or “Better”. The provision by Seller or Contractor of the insurance coverage and limits required in this Section shall not limit Seller or Contractor’s liability in any way.

The Rochester Joint Schools Construction Board (“RJSCB” or “Owner”) is an entity created by special authorizing legislation of the State of New York to serve as an agent for the Rochester City School District (“RCSD”) and City of Rochester (“City”) for purposes of administering the Rochester School Modernization Program (“RSMP”). RSMP projects are funded in part through bonds made available by the County of Monroe Industrial Development Agency (“COMIDA” or “Agency”). Each of the RJSCB, RCSD, City, COMIDA, U.S. Bank National Association, the Trustee under the Indenture of Trust relating to the financing of the Project (“Trustee”), Vargas Associates, Inc., Savin Engineers, P.C., Gilbane Building Company, (collectively, the “Additional Insureds”), shall be named as Additional Insureds on a Primary and Non-Contributory basis for all Required Insurance (other than Workers’ Compensation and Employer’s Liability Insurance). Seller or Contractor shall require each of its Subcontractors, in any written agreements with its Subcontractor, to add the foregoing Additional Insureds on a Primary and Non-Contributory basis for all Required Insurance (other than Workers’ Compensation, Employer’s Liability and Umbrella (Excess) Liability Insurance policies). Seller or Contractor shall provide proof of additional insured status through ISO endorsement CG 2010 11 85 or an equivalent endorsement acceptable to Project Manager; provided, however, that if endorsement CG 2010 11 85 is not available, then GC 20-37 07 04 shall also be required.
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Required Insurance shall be written on an occurrence basis and maintained without interruption from the date of commencement of the Work until the date of final payment or such longer period for which any Required Insurance is required to be maintained under the Contract.

General Liability coverage is to remain in place for one (1) year after the Certificate of Occupancy is issued by the New York State Education Department.

Each of the policies or binders evidencing the Required Insurance shall:

(i) provide that there shall be no recourse against the Additional Insureds for the payment of premiums or commissions or (if such policies or binders provide for the payment thereof) additional premiums or assessments;

(ii) provide that in respect of the interests of the Additional Insureds in such policies, the insurance shall not be invalidated by any action or inaction of the Additional Insureds and shall insure the Additional Insureds regardless of, and any losses shall be payable notwithstanding, any such action or inaction;

(iii) provide that such insurance shall be primary insurance without any right of contribution from any other insurance carried by or provided to the Additional Insureds to the extent that such other insurance provides any Additional Insured with contingent and/or excess liability insurance with respect to its interest as such in the facility;

(iv) provide that if the insurers cancel such insurance for any reason whatsoever, including the insured’s failure to pay any accrued premium, or the same is allowed to lapse or expire, or there be any reduction in amount, or any material change is made in the coverage, such cancellation, lapse, expiration, reduction or change shall not be effective as to the Additional Insureds until at least thirty (30) days after receipt by the Additional Insureds of written notice by such insurers of such cancellation, lapse, expiration, reduction or change; and

(v) waive any right of subrogation of the insurers thereunder against any person insured under such policy, and waive any right of the insurers to any setoff or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under such policy.

Prior to the commencement of any Work (and at such other times as Project Manager may request), Seller or Contractor shall deliver or cause to be delivered to Project Manager duplicate copies of insurance policies, with all endorsements or exclusions, that are obtained by Seller or Contractor hereunder, and/or binders evidencing compliance with the insurance requirements set forth herein. In addition, Seller or Contractor shall provide the Owner, through the Project Manager, with copies of CG2010 and CG2037 and of any endorsements subsequently issued amending coverage or limits. If any change shall be made in any such insurance, a description and written notice of such change shall be furnished to Project Manager thirty (30) days in advance of such change. At least thirty (30) days prior to the expiration of any insurance policy required hereunder, Seller or Contractor shall furnish Project Manager with evidence that such policy has been renewed or replaced or is no longer required hereunder. In the event Seller or Contractor fails to timely renew or pay any of the renewal premiums for any expiring Required Insurance policies, Project Manager shall have the right (but not the obligation) to (i) make such payments; and/or (ii) acquire replacement coverage, and thereafter set off the amount(s) or costs thereof against the next payment(s) coming due to Seller or Contractor under the
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Contract. Project Manager may withhold any payments due to Seller or Contractor from this Project unless certificates for current insurance are on file.

The Required Insurance is as follows:

Workers’ Compensation, New York State Disability and Employer’s Liability Insurance:

Seller or Contractor shall maintain workers’ compensation insurance and employer’s liability insurance and such other forms of insurance which Seller or Contractor is required by law to provide covering loss resulting from injury, sickness, disability or death of the employees of Seller or Contractor. Seller or Contractor shall require each of its Subcontractors of any tier to maintain workers’ compensation insurance, employer’s liability insurance and such other forms of insurance which Subcontractor is required by law to provide covering loss resulting from injury, sickness, disability or death of the employees of Subcontractor. Seller or Contractor must maintain proof that each Subcontractor performing work under this Contract secured and maintains such coverage.

Commercial General Liability (including Products & Completed Operations, Personal Liability, and damages to rented premises on a per project basis): Seller or Contractor shall maintain commercial public general liability insurance with coverage amounts of no less than the following:

**Seller or Contractor required minimum policy limits:**

- $1,000,000 per occurrence / $2,000,000 general aggregate (per project)
- $1,000,000 per occurrence / $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 per occurrence for personal liability
- $50,000 Fire Damage Legal Liability
- $5,000 Medical Expense Limit

a. Coverage must include but shall not be limited to: premises/operations; explosion, collapse; products and completed operations; contractual liability; independent Seller or Contractors; broad form property damage; personal injury; and elevators.

b. Products and Complete Operations Aggregate shall be maintained for a period of two years after final acceptance of Owner.

c. The General Aggregate must apply on a per project basis.

d. Coverage must be written on CG0001 form or its equivalent and must not contain any endorsements reducing or excluding coverage for contractual liability or injuries to employees or independent Seller or Contractors.

e. No coverage exclusion or limitation for work performed on your behalf by a Subcontractor.

f. Coverage must include ISO CG 00 01 12 07 Contractual Liability coverage or its equivalent, with no exclusion or limitation to the Separation of Insureds clause contained in Section V – Commercial General Liability policy conditions.

g. Coverage must contain a waiver of subrogation in favor of the Additional Insureds.
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**Automobile Insurance:**

Seller or Contractor shall maintain Comprehensive Automobile Liability Insurance on owned, hired, or non-owned vehicle in amounts not less than $1,000,000 Combined Single Limit each occurrence.

**Umbrella (Excess) Liability:** Seller or Contractor shall maintain Umbrella or Excess Liability Insurance, providing coverage in excess of the amounts covered by the Comprehensive General Liability, Automobile Liability, Employer’s Liability policies, with limits of not less than $2,000,000 per occurrence and $2,000,000 aggregate (per project). Self-Insured retention limit is $10,000 per occurrence. Seller or Contractor acknowledges that it shall provide Umbrella Liability coverage on behalf of the Additional Insureds, that such insurance shall be as broad as that provided for the named insured Seller or Contractor, and that such insurance shall be primary and noncontributory and will be subject to vertical exhaustion before any other primary, umbrella or any other insurance obtained by the Additional Insureds will be triggered.

**Seller or Contractor’s Contingent Liability:** Seller or Contractor shall procure and maintain such insurance as will protect Seller or Contractor from its contingent liability for damages and for injury to the person or property of another which may arise from the operations of all Subcontractors under this Contract.

**Seller or Contractor’s and Employee’s Equipment:** Seller or Contractor assumes responsibility for all injury or destruction of Seller or Contractor’s materials, tools, machinery, equipment, appliances, and personal property of Seller or Contractor’s employees, from whatever causes. Any policy of insurance secured by Seller or Contractor or any Subcontractor and insuring Seller or Contractor or any Subcontractor against physical loss or damage to such property shall include an endorsement waiving the right of subrogation against Owner for any loss or damage to such property.

**Subcontractors:** Seller or Contractor shall include all Subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates of insurance provided by each Subcontractor. Subcontractors shall be subject to all of the requirements stated herein, except as those requirements are modified below:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Coverage Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation and Employer’s Liability:</td>
<td>Statutory</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>General Aggregate: $2,000,000 (per project); Products/Completed Operations Aggregate $2,000,000; and each occurrence $1,000,000 per claim.</td>
</tr>
<tr>
<td>Business Automobile Liability</td>
<td>$1,000,000 Combined Single Limit each occurrence</td>
</tr>
<tr>
<td>Umbrella Liability</td>
<td>In excess of Employer’s Liability, Commercial General Liability and Automobile Liability with limits of $2,000,000 per occurrence and in the aggregate.</td>
</tr>
</tbody>
</table>
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Seller or Contractor shall require each of its Subcontractors to name the Additional Insureds as additional insureds on a primary noncontributory basis on all insurance policies required of such Subcontractor. Owner or Project Manager reserves the right to request copies of Subcontractors’ certificates of insurance at any time. If Seller or Contractor does not verify Subcontractors’ insurance as described above, Owner has the right to withhold payments to Seller or Contractor until the requirements have been met. Seller or Contractor shall require that its Subcontractors of any tier waive any right of subrogation of the insurers thereunder against the Additional Insureds, and waive any right of the insurers to any setoff or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of the Additional Insureds.

Indemnity for Failure to Comply with Insurance Requirements: To the fullest extent permitted by law, Seller or Contractor agrees to fully defend, indemnify and hold harmless Owner and the other Additional Insureds from and against any and all claims, losses, expenses, costs, liabilities and damages of any nature whatsoever, including reasonable attorney’s fees actually incurred, arising out of and/or relating to any failure of Seller or Contractor to obtain, furnish and maintain as required herein insurance complying with the provisions of this Section or any other failure of Seller or Contractor to comply with the provisions of this Section.

ARTICLE 18A: Bonding

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 Owner at its offices and open to public inspection.

(a) Simultaneously with delivery of a signed Purchase Order, Seller must deliver to 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, Seller must deliver to 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 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 Purchase Order issued by the Project Manager, and shall be performed in accordance with the Contract Documents. Upon receipt of the written Purchase 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 Purchase 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, and 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 Owner and Seller. Upon receipt of a Field Order, 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 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 Owner, upon request, with assurance satisfactory to Owner evidencing Seller's ability to complete the Work in compliance with the requirements of the Contract Documents;

20.1.5 breaches any warranty made by Seller to 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, Owner may without prejudice to any other rights or remedies of Owner and after giving Seller three days' written notice, terminate the Contract 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 Owner may deem expedient.

20.2 Termination of suspension of Contract for convenience of Owner:

20.2.1 Owner may, at any time, suspend or terminate the Contract for the Owner’s convenience and without cause upon seven days’ notice to Seller, provided that Seller may terminate the Contract if any suspension by Owner continues for greater than sixty (60) consecutive days.

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

1. Cease operations as directed by Owner in the notice (and resume upon written notice in the event of suspension);

2. Take actions necessary, or that 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 Owner’s convenience, Seller shall be entitled to receive payment for Work executed, and actual costs incurred by reason of such termination for which Seller is not otherwise compensated. 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, Seller shall pay the difference to 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 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

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 within ten days 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
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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 Owner's prior written approval. Any attempted assignment in violation of the Article 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.
GENERAL SPECIFICATIONS

Pricing
Bidders are required to submit their pricing using the Bid Form Price Matrix provided by Owner. Bidders are asked to identify on the bid pricing form additional discounts they will extend to Owner and RCSD on a percentage basis if awarded a purchase order in excess of $250,000. Bidders are requested and encouraged to describe any additional special pricing and/or value-added considerations they are willing to provide Owner and RCSD. Bidder must affirm that it will hold its prices for the benefit of Owner and the RSCD through the end of December 31, 2019, as set forth on the Bid Form.

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

Layout & Verification Process
Vargas Associates (Project Manager) will provide Seller with installation drawings that have been populated by the Architect showing the Goods provided for by Contract.

Prior to placement of an order for Goods, the Seller(s) agree to meet with Project Manager to review their quote and drawings in detail to ensure all required furniture is accurately quoted, field measured and ordered. If the original quote is revised, additional meeting time may be required to confirm the accuracy of the quote. In all cases, Sellers are responsible for the accuracy of the order.

Field verification is required prior to order placement.

Finishes
Bidders are required to submit one set of finish samples for each specified product at the time of Bid. Fabric/Upholstery 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. In an effort to differentiate between contents when multiple vendors are delivering products, it is required that all containers are clearly labelled with manufacturer or vendor names. 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.

Deliveries
All deliveries must be accompanied by a member of Seller’s installation crews. Unassisted deliveries from common carriers such as UPS, FedEx, or other carriers, will not be accepted by Owner or Project Manager. Failure to follow this policy will result in back charges to Seller in an amount for all costs associated with the unauthorized delivery including but not limited to disruption of Owners other
Installation of Furniture
Seller(s) will establish an installation schedule in coordination with the Project Manager for each specific school, three months prior to the scheduled furniture deliveries to each school. 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 that he/she 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.

Seller(s) will provide all equipment including, but not limited to, dollies, hand trucks, loading ramps, trucks, safety gear/equipment, hard hats, safety glasses, and any other equipment necessary to complete the installation. During the installations, 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 ensure the successful on-time completion of all installations. Seller(s) shall ensure workers are using safety gear, have been trained in the proper installation of their furniture, and are otherwise appropriately certified. Neither Project Manager nor Owner is responsible to supervise Seller or its staff in their operations for safety purposes.

Onsite assembly of goods is not permitted unless expressly noted in the Instructions for Bidders section in the bid documents. Assembly must take place prior to delivery to the project site. Any costs incurred by Owner or Contractors can be back charged to Seller for failure to comply with this requirement.

Prior to furniture installations, it is suggested that Seller(s) inspect and report any interior damage to Project Manager. Vendor is responsible to take all necessary steps to protect the receiving locations during each and every delivery. Protection may include, but is not limited to: materials such as quilts and cardboard to protect walls, doors and elevators. Floor protection is provided by others. In the event that Seller(s) damages any walls, doors, moldings, flooring, or other aspects of the space, Seller(s) shall immediately contact Project Manager, who will work with Seller(s) to address proper repair, replacement, or payment of repair or replacement.

Inspections / Punch list
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 Seller(s). These actions identified are part of Seller’s scope of Work. The additional punch list items are 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 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 furniture items must be delivered and installed no sooner than the date provided by Project Manager for each school.

Work hours shall be Monday through Friday from 8:00am to 5:00pm. There will be no weekend or Holiday hours. Instances where alternate work hours are necessary may occur, and must be supported by Seller as needed. Such instances include efforts to complete installation by the scheduled dates.

Summer 2019
East High School
School 22

Fall 2019
School 2
School 4

Summer 2020
School 10
School 54

The above dates are subject to change depending on progress of RSMP construction projects, or District priorities i.e. mid-year moves.

** END ***
Furniture Bid Specification

ITEM: M-9
DESCRIPTION: Choral Risers
BASIS OF DESIGN: Midwest Folding Products – Transfold Choral Risers

SPECIFICATIONS:
- Collapsible Choral Riser
- Minimum 12 year product warranty
- Pricing to include installed delivery to point of use
- To be available in 4’ wide and 6’ wide sections
- Frame to be constructed from minimum 16 gauge steel
- Frame finish to be scratch resistant
- Frame to include optional back-rails to prevent falls
- Each step to be approximately 18” deep
- Steps to be covered with double tufted carpeting
- Frame to be collapsible for storage
- Units to include a minimum of (2) casters to allow a single individual to collapse frame and wheel away to storage
- Units to have ability to connect to each other to form both straight and curved configurations

DIMENSIONS: (approximations)
- M-9.1: 3-Step Riser, 55” deep x 48” wide x 24”high
- M-9.2: 3-Step Riser, 55” deep x 72” wide x 24”high

Images to be representational
Furniture Bid Specification

ITEM: TB-1.1
DESCRIPTION: Folding Table
BASIS OF DESIGN: Mity Lite - ABS Rectangle Folding Table

SPECIFICATIONS:
- Light Weight Folding Table
- Minimum 15 year product warranty
- Pricing to include installed delivery to point of use
- Dimensions to be approximately 30"D x 72"W x 29"H
- Tabletop and table under surface to be formed from high impact ABS plastic
- Tabletop edge to be reinforced ABS plastic
- Tabletop corners to be reinforced
- Tabletop to have an internal wood core constructed of approximately 1/8" thick wood laminate, and a frame of runners and cross members for extra stability
- Frame and legs to be constructed of 18 gauge steel
- Frame finish to be scratch resistant
- Leg to fold and lock with gravity operated steel ring
- Legs to be mounted to frame with steel clamps
- Clamps, folding mechanism, and brackets to be secured with “T-Nut” fasteners
- Table to have a weight capacity of 1,000 lbs.
- Glides to be self-leveling, adjustable and available for both VCT and carpet flooring
- Glides to color coordinate
- Table and associated table cart TB-1.2 to be able to fit through a standard 36” door opening
Furniture Bid Specification

ITEM: TB-1.2
DESCRIPTION: Cart for Folding Table
BASIS OF DESIGN: Mity Lite - RT Cart - Flat

SPECIFICATIONS:
- Stack Cart for Folding Tables
- Minimum 15 year product warranty
- Pricing to include installed delivery to point of use
- Dimensions to be approximately 36”D x 75”W
- Frame to be constructed of 14 gauge steel
- Frame to be unified piece
- Frame to be flat bed design
- Handle height to be approximately 37” high
- Handle to be constructed of 14 gauge steel tubing
- Casters to be non-marring, locking and available for both VCT and carpet flooring
- Cart to stack a maximum of (10) tables
- Table cart to be able to fit through a standard 36” door opening
Furniture Bid Specification

ITEM: TB-5
DESCRIPTION: Science Tables
BASIS OF DESIGN: Diversified Woodcrafts

SPECIFICATIONS:
- Table for Science Lab
- Minimum lifetime product warranty
- Pricing to include full installed delivery to point of use; only final assembly can be completed on-site
- Tabletop to be approximately 1” thick epoxy resin
- Tabletop to be attached to frame by inserting screws through pocket holes
- Tabletop to have flat edge
- Table to have apron
- Apron dimensions to be approximately 4” high x 1” deep
- Table frame, apron, and legs to be constructed of solid hardwood
- Table frame and apron to be reinforced with heavy duty 13 gauge corners
- Table legs to be approximately 2” square
- Table legs to be attached to frame and apron with hanger bolts, nuts and lock washers
- Table legs to have rubber leg boots
- Table legs to have non-skid adjustable leveling glides
- Frame, apron and leg finish to be UV and chemical resistant
- Frame, apron and leg finish to be natural wood tone or light Oak

DIMENSIONS: (approximations)
- TB-5.11: 24”D x 60”W x 34”H
- TB-5.12: 30”D x 60”W x 34”H
- TB-5.13: 24”D x 72”W x 34”H
- TB-5.14: 24”D x 72”W x 34”H
Furniture Bid Specification

ITEM: TB-6
DESCRIPTION: Mobile Demo Table
BASIS OF DESIGN: Diversified Woodcrafts – Model 4352K

SPECIFICATIONS:
- Table for Science Lab
- Minimum lifetime product warranty
- Pricing to include full installed delivery to point of use; only final assembly can be completed on-site
- Tabletop to be approximately 1” thick black epoxy resin or 1 ¼” thick black ChemGuard laminate
- Table overall dimensions to be approximately 30”D x 54”W x 36”H
- Tabletop to be attached to frame by inserting screws through pocket holes
- Tabletop to have flat edge
- Table to be constructed of solid hardwood
- Table finish to be UV and chemical resistant
- Table finish to be natural wood tone or light Oak
- Table to include (4) 4” locking swivel casters
- Table to include minimum 15” x 13” x 5” stainless steel look sink with hand water pump
- Table to include (1) minimum 2 ½ gallon water supply bottle with connecting hose
- Table to include (1) minimum 2 ½ gallon waste bottle with connecting hose
- Table to include a combination mirror/whiteboard mount
  - Mounts shall be minimum ¾” diameter anodized aluminum upright rods and crossbar with connecting clamps
- Table to include a GFI AC duplex receptacle installed in the side of the unit with a minimum 25’ extension cord
- Table to have minimum 500lb weight capacity
Furniture Bid Specification

ITEM: MSE-1
DESCRIPTION: Mobile Storage Tower with Two-Sided Whiteboard
BASIS FOR DESIGN: Smith Systems - Cascade

SPECIFICATIONS:
- Mobile Storage Tower with Two-Sided Whiteboards
- Minimum 12 year product warranty
- Pricing to include installed delivery to point of use
- Minimum weight capacity to be 400 lbs
- End panels to be constructed of minimum 18-gauge, 1” square tubing, welded flush to an 18-gauge end panel
- Each end panel to be reinforced by 22-gauge hat channels for tote rail shelf mounting
- Dome top to be minimum 18-gauge formed and welded construction, bolted to each end and rear panel with machine screw fasteners
- Base to be minimum 18-gauge steel construction formed and welded with heavy welded hat channel reinforcement attached to end panels with machine screw fasteners
- Rear panel to be minimum 18-gauge steel reinforced with vertical hat channels
- Tower to include (4) 5” in diameter casters, 2 locking
- Casters to be non-marring, locking and available for both VCT and carpet flooring
- White board to be easily cleanable, non-ghosting and scratch and dent resistant
- White board to be magnetic
- Tower to have (2) whiteboard writing surfaces, on opposite sides of tower
- Tower to have (2) columns of totes, on opposite sides of tower
- Totes shall be clear high Impact Polystyrene
- Unit must coordinate to and be from same line as MSE-2 and MSE-3

OPTIONS / DIMENSIONS: (approximations)
- MSE-1.1: 43” W x 21” D x 70” H, w/ (30) 3” deep totes
- MSE-1.2: 43” W x 21” D x 70” H, w/ (14) 6” deep totes

FINISH:
- Frame: Platinum powder coat
ITEM: MSE-2
DESCRIPTION: Mobile Storage w/ Peg Board End Panels
BASIS FOR DESIGN: Smith Systems - Cascade

SPECIFICATIONS:
- Mobile Storage with Pegboard End Panels
- Minimum 12 year product warranty
- Pricing to include installed delivery to point of use
- Minimum weight capacity to be 400 lbs
- End panels to be constructed of minimum 18-gauge, 1" square tubing, welded flush to an 18-gauge end panel
- Each end panel to be reinforced by 22-gauge hat channels for tote rail shelf mounting
- Dome top to be minimum 18-gauge formed and welded construction, bolted to each end and rear panel with machine screw fasteners
- Base to be minimum 18-gauge steel construction formed and welded with heavy welded hat channel reinforcement attached to end panels with machine screw fasteners
- Rear panel to be 18-gauge steel reinforced with vertical hat channels
- Tower to include (4) 4" in diameter casters, 2 locking
- Casters to be non-marring, locking and available for both VCT and carpet flooring
- Tower to have (2) pegboard end panels
- Totes shall be clear high Impact Polystyrene
- Unit must coordinate to and be from same line as MSE-1 and MSE-3

OPTIONS / DIMENSIONS: (approximations)
- MSE-2.1: 29” W x 19” D x 30” H, open w/ (6) 3” and (2) 6” deep totes
- MSE-2.2: 29” W x 19” D x 30” H, open w/ (10) 3” deep totes
- MSE-2.3: 29” W x 19” D x 43” H, open w/ (8) 3” and (4) 6” deep totes
- MSE-2.4: 29” W x 19” D x 43” H, open w/ (16) 3” deep totes
- MSE-2.5: 43” W x 19” D x 43” H, open w/ (24) 3” deep totes
- MSE-2.6: 43” W x 19” D x 43” H, open w/ (12) 3” and (6) 6” deep totes
- MSE-2.7: 43” W x 19” D x 61” H, open w/ (36) 3” deep totes
- MSE-2.8: 43” W x 19” D x 61” H, open w/ (9) 3”, (9) 6” and (3) 12” deep totes

FINISH:
- Frame: Platinum powder coat
Furniture Bid Specification

ITEM: MS-3
DESCRIPTION: Mobile Storage Towers with Totes and Shelves
BASIS OF DESIGN: Smith Systems - Cascade

SPECIFICATIONS:
- Mobile Storage Towers with Totes and Shelves
- Minimum 12 year product warranty
- Pricing to include installed delivery to point of use
- Minimum weight capacity to be 400 lbs
- End panels to be constructed of minimum 18-gauge, 1” square tubing, welded flush to an 18-gauge end panel
- End panels to be reinforced by 22-gauge hat channels for tote rail shelf mounting
- Dome top to be minimum 18-gauge formed and welded construction, bolted to each end and rear panel with machine screw fasteners
- Base to be minimum 18-gauge steel construction formed and welded with heavy welded hat channel reinforcement attached to end panels with machine screw fasteners
- Rear panel to be minimum 18-gauge steel reinforced with vertical hat channels
- Tower to include two grommet holes (lower & upper) punched for wire management and electronic storage
- Tower to include (4) 5” in diameter casters, 2 locking
- Casters to be non-marring, locking and available for both VCT and carpet flooring
- End panel and edges available in minimum 5 colors
- Tower to include a combination of open shelves and storage totes
- Tower back to be a white board writing surface
- White board to be easily cleanable, non-ghosting and scratch and dent resistant
- White board to be magnetic
- Totes shall be clear high Impact Polystyrene
- Unit must coordinate to and be from same line as MSE-1 and MSE-2

OPTIONS / DIMENSIONS: (approximations)
- MSE-3.1: 43” W x 19” D x 43” H, w/ (8) 3” deep totes and 2 shelves
- MSE-3.2: 43” W x 19” D x 64” H, w/ (12) 3” deep totes and 3 shelves

FINISH:
- Frame: Platinum powder coat
Furniture Bid Specification

ITEM: MSE-4
DESCRIPTION: Mobile Work Table with Storage
BASIS OF DESIGN: CEF – The ED Table

SPECIFICATIONS:
- Mobile Work Table with Storage
- Minimum 12 year product warranty
- Pricing to include installed delivery to point of use
- Tabletop to be approximately 1.5” thick, finger-jointed solid hard wood
- Tabletop minimum dimensions to be 34”W x 60”W
- Tabletop to be available in at least (2) different sizes
- Base sides to be approximately 1-1/4” thick and consists of a 45 lb density particle board core with a .030” high pressure laminated surface and a .020” melamine backer sheet
- Unit to be able to store minimum of (4) stools so that stools and table can be moved together as one unit
- Unit to include minimum (4) powder coated steel stools
- Stools to have minimum 350lb weight capacity
- Stools to be available in a minimum of (6) different colors
- Unit to include (4) locking casters, each with a 275 lb. load capacity
- Stools to include floor glides
- Casters to be non-marring, and available for both VCT and carpet flooring
- Unit to have enclosed storage to include cabinets or drawers. Open shelves are not acceptable.
- Table unit, including tabletop and stools, must be able to accommodate and move through a standard 36” wide door opening

OPTIONS / DIMENSIONS: (approximations)
- MSE-4.1 : 84” W x 48” D x 36” H, w/ 24”H stools
- MSE-4.2 : 84” W x 48” D x 42” H, w/ 30”H stools

FINISH:
- Laminate Base: Grey
Furniture Bid Specification

ITEM: MSE-5
DESCRIPTION: Mobile Work Table w/ Pegboard sides
BASIS OF DESIGN: Paragon - Maker Invent Table

SPECIFICATIONS:
- Mobile Work Table w/ Pegboard sides
- Minimum 12 year product warranty
- Pricing to include installed delivery to point of use
- Seats (4) students
- Tabletop to be rectangular (see below for sizes)
- Table to be available in solid hardwood butcher block, phenolic, and laminate tops
- Butcher block top option to be approximately 1-3/4” thick, finger-jointed solid hard wood, sealed with polyurethane or acrylic sealer
- Phenolic top option to be minimum 1” thick
- Laminate top option to be approximately 1-1/4” thick and consists of a 45 lb density particle board core with a .030” high pressure laminated surface and a .020” melamine backer sheet.
- Laminate work surface to include a 3mm PVC edge band
- Base to be constructed of minimum 16-gauge steel
- Base to be perforated, powder coated steel
- Base to have two pegboard sides (1/4” holes) for pegboard hook accessories (accessories not provided)
- Table to include (8) pegboard hooks
- Table to include (8) small sorting bins that coordinate with and hang from pegboard sides
- Sides to have open access for cords and power management
- Base to include (2) shelves, accessible from both sides
- Base to be available in a minimum (5) colors
- Legs to be tubular steel
- Legs to attach to table top using brackets, fixed with hex bolts
- Frame to include (4) locking casters
- Casters to be non-marring, locking and available for both VCT and carpet flooring
- Casters to color coordinate

Images are representational
MSE-5 continued:

OPTIONS / DIMENSIONS: (approximations)

- MSE-5.1: 46” W x 36” D x 30” H, w/ HPL top
- MSE-5.2: 46” W x 36” D x 40” H, w/ HPL top
- MSE-5.3: 46” W x 36” D x 30” H, w/ phenolic top
- MSE-5.4: 46” W x 36” D x 40” H, w/ phenolic top
- MSE-5.5: 48” W x 36” D x 30” H, w/ butcher block top
- MSE-5.6: 48” W x 36” D x 40” H, w/ butcher block top
Furniture Bid Specification

ITEM: MSE-6
DESCRIPTION: Mobile Planner Table w/ Whiteboard Top
BASIS OF DESIGN: Smith System – Planner Studio Table

SPECIFICATIONS:
- Mobile Planner Table w/ Whiteboard Top
- Minimum 12 year product warranty
- Pricing to include installed delivery to point of use
- Minimum weight capacity to be 400lbs
- Tabletop to be approximately 1-1/4" thick and consists of a 45 lb density particle board core with a .030" high pressure laminated surface and a .020" melamine backer sheet.
- Table top to have a 3mm flat edge band
- Table top finish to be whiteboard laminate
- Frame to be constructed of 14-gauge square tube steel
- Frame to be powder coated paint
- Frame available in minimum (6) colors
- Leg segments to be fully welded to mounting plate
- Frame to attach to tabletop with (2) 14-gauge steel mounting plates
- Frame to have 14-gauge steel tube cross bar and support channel
- Frame to include (4) 4" locking casters
- Casters to be non-marring, locking and available for both VCT and carpet flooring
- Casters to color coordinate
- White board to be easily cleanable, non-ghosting, and scratch and dent resistant
- Unit must coordinate to and be from same line as MSE-7

OPTIONS / DIMENSIONS: (approximations)
- MSE- 6.1: 48” W x 36” D x 29” H
- MSE- 6.2: 60” W x 36” D x 29” H
- MSE- 6.3: 72” W x 36” D x 29” H
- MSE- 6.4: 48” W x 36” D x 40” H
- MSE- 6.5: 60” W x 36” D x 40” H
- MSE- 6.6: 72” W x 36” D x 40” H
ITEM: MS-7
DESCRIPTION: Mobile Planner Table w/ Butcher Block Top
BASIS OF DESIGN: Smith System – Planner Studio Table

SPECIFICATIONS:
- Mobile Planner Table w/ Butcher Block Top
- Minimum 12 year product warranty
- Pricing to include installed delivery to point of use
- Minimum weight capacity to be 400lbs
- Tabletop to be approximately 1-3/4" thick, finger-jointed solid hard wood
- Frame to be constructed of 14-gauge square tube steel
- Frame to be powder coated paint
- Frame available in minimum (4) colors
- Leg segments to be fully welded to mounting plate
- Frame to attach to tabletop with (2) 14-gauge steel mounting plates
- Frame to have 14-gauge steel tube cross bar and support channel
- Frame to include (4) 4" locking casters
- Casters to be non-marring, locking and available for both VCT and carpet flooring
- Unit must coordinate to and be from same line as MSE-6

OPTIONS / DIMENSIONS: (approximations)
- MSE-7.1: 72” W x 36” D x 29” H
- MSE-7.2: 72” W x 36” D x 40” H
ITEM: MSE-8
DESCRIPTION: Adjustable Height Mobile Table
BASIS OF DESIGN: Smith Systems – Elemental Table

SPECIFICATIONS:
- Adjustable Height Mobile Table
- Minimum 12 year product warranty
- Pricing to include installed delivery to point of use
- Minimum weight capacity to be 400lbs
- Tabletop to be approximately 1-1/4” thick and consists of a 45 lb density particle board core with a .030” high pressure laminated surface and a .020” melamine backer sheet.
- Tabletop to have a 3/8” bumper t-mold
- Tabletop finish to be whiteboard laminate
- Tabletop to come in a variety of shapes, including rectangle and 5-star
- Frame to be powder coated paint
- Frame available in minimum (6) colors
- Legs to be constructed of minimum 14-gauge steel reinforced by a gusseted mounting plate
- Legs to be adjustable in one-inch increments from 25.5”-35.5”
- Frame to have 14-gauge steel stiffener for reinforcement
- Frame to include (4) 3” locking casters
- Casters to be non-marring, locking and available for both VCT and carpet flooring
- Casters to color coordinate
- White board to be easily cleanable, non-ghosting, and scratch and dent resistant

OPTIONS / DIMENSIONS: (approximations)
- MSE-8.1: 30” W x 60” D x 25.5”-35.5”H Adj, Rectangle
- MSE-8.2: 30” W x 72” D x 25.5”-35.5”H Adj, Rectangle
- MSE-8.3: 48” DIA x 25.5”-35.5”H Adj, 5-Star
- MSE-8.4: 60” DIA x 25.5”-35.5”H Adj, 5-Star
Furniture Bid Specification

ITEM: MSE-9  
ITEM NAME: Mobile Planner Table w/ Whiteboard Top  
BASIS OF DESIGN: Smith Systems – Planner Maker Space Giant Table

SPECIFICATIONS:
- Mobile Planner Table w/ Whiteboard Top
- Storage quoted separately
- Minimum 12 year product warranty
- Pricing to include installed delivery to point of use
- Minimum weight capacity to be 400lbs
- Tabletop to be approximately 1-1/4” thick and consists of a 45 lb density particle board core with a .030” high pressure laminated surface and a .020” melamine backer sheet.
- Table top to have a 3/8” bumper t-mold
- Tabletop finish to be whiteboard laminate
- Frame to be constructed of 14-gauge square tube steel
- Frame to be powder coated paint
- Frame available in minimum (6) colors
- Leg segments to be fully welded to mounting plate
- Legs to be adjustable in one inch increments from 24”-34”
- Frame to attach to tabletop with (2) 14-gauge steel mounting plates
- Frame to have minimum 14-gauge steel tube cross bar and support channel
- Frame to include (4) 3” locking casters
- Casters to be non-marring, locking and available for both VCT and carpet flooring
- Casters to color coordinate
- White board to be easily cleanable, non-ghosting, and scratch and dent resistant

OPTIONS / DIMENSIONS: (approximations)
- MSE- 9.1: 60” W x 48” D x 24-34” H adj
- MSE- 9.2: 72” W x 48” D x 24-34” H adj
- MSE- 9.3: 90” W x 48” D x 24-34” H adj
- MSE- 9.4: 60” W x 48” D x 40” H
- MSE- 9.5: 72” W x 48” D x 40” H
- MSE- 9.6: 90” W x 48” D x 40” H

Images are representational
ITEM: MSE-10
DESCRIPTION: Mobile Flip-Top Nesting Table
BASIS OF DESIGN: Smith Systems – Elemental Nest and Fold

SPECIFICATIONS:
- Mobile flip-top nesting table
- Pricing to include installed delivery to point of use
- Minimum 12 year product warranty
- Minimum weight capacity to be 400lbs
- Tops to drop down for nesting
- Tabletop to be approximately 1-1/4” thick and consists of a 45 lb density particle board core with a .030” high pressure laminated surface and a .020” melamine backer sheet
- Table and frame to allow students to sit on either side of table
- Tabletop to have a 3/8” bumper t-mold
- Tabletop finish to be whiteboard laminate
- Frame to be powder coated paint
- Frame available in minimum (6) colors
- Legs to be adjustable in one-inch increments from 29”-40”
- Frame to include (4) 3” locking casters
- Casters to be non-marring, locking and available for both VCT and carpet flooring
- Casters to color coordinate
- Whiteboard to be magnetic
- White board to be easily cleanable, non-ghosting, and scratch and dent resistant

OPTIONS / DIMENSIONS: (approximations)
- MSE-10.1: 48” W x 30” D x 28” H
- MSE-10.2: 60” W x 30” D x 28” H
- MSE-10.3: 72” W x 30” D x 28” H
Furniture Bid Specification

ITEM: MSE-11
DESCRIPTION: Toddler Height Adjustable Mobile Activity Table
BASIS OF DESIGN: Smith Systems – Interchange Activity Table

SPECIFICATIONS:
- Toddler Height Adjustable Activity Table
- Minimum 12 year product warranty
- Pricing to include installed delivery to point of use
- Table to be available in a variety of shapes, including round, square and rectangle
- Tabletop to be approximately 1-1/4” thick and consists of a 45 lb density particle board core with a .030” high pressure laminated surface and a .020” melamine backer sheet
- Table top to have a 3/8” bumper t-mold edge band
- Edge band to be available in minimum of (6) colors
- Tabletop finish to be whiteboard laminate
- Frame to be powder coated paint
- Legs to be constructed of minimum 16 gauge steel elliptical stems and inserts with minimum 14 gauge cross braces
- Frame consists of two fully welded segments
- Legs to be adjustable in one-inch increments from 17”-21”H
- Table to include optional (4) 3” locking casters
- Casters to be non-marring, locking and available for both VCT and carpet flooring
- Casters to color coordinate
- White board to be easily cleanable, non-ghosting, and scratch and dent resistant

OPTIONS / DIMENSIONS: (approximations)
- MSE-11.1: Rectangle, 60”W x 30”D x 17”-21”H adj (20”-24”H with added 3” casters)
- MSE-11.2: Square, 48”W x 48”D x 17”-21”H adj (20”-24”H with added 3” casters)
- MSE-11.3: Round, 48” dia x 17”-21” H adj (20”-24”H with added 3” casters)
Furniture Bid Specification

ITEM: MSE-12
DESCRIPTION: Student Chair, with Movement
BASIS OF DESIGN: Smith System – Flavors Noodle Chair

SPECIFICATIONS:
- Student Chair, w/ Movement
- Minimum 12-year product warranty
- Pricing to include installed delivery to point of use
- The shell to be high density polypropylene material with a shallow seat pan
- Seat pan to tilt a minimum of 5 degrees front to back and side to side
- Legs and frame to be minimum 18 gauge welded steel
- The shell to be attached to 16-gauge brackets with metal to metal steel riveted connection
- Chair to be available in a minimum (6) colors
- Glides to be self-leveling, adjustable and available for both VCT and carpet flooring
- Minimum weight capacity to be 250lbs

OPTIONS / DIMENSIONS: (approximations)
- MSE-12.1: 14” high seat
- MSE-12.2: 16” high seat
- MSE-12.3: 18” high seat

FINISH:
- Legs: Platinum
Furniture Bid Specification

ITEM: MSE-13
DESCRIPTION: Student Stack Chair
BASIS OF DESIGN: Smith System – Flavors Stack Chair

SPECIFICATIONS:
- Student Stack Chair
- Minimum 12-year product warranty
- Pricing to include installed delivery to point of use
- Chair to support multiple seating positions, including backwards seating
- Shell to be high density polypropylene material with a contoured seat pan
- Legs and frame to be minimum 18 gauge welded steel
- Chair to be available in a minimum (6) colors
- Chair to be stackable, minimum four chairs high
- Glides to be self-leveling, adjustable and available for both VCT and carpet flooring
- Casters to be non-marring, locking and available for both VCT and carpet flooring
- Chair must coordinate to and be from same line as MSE-14
- Minimum weight capacity to be 250lbs

OPTIONS / DIMENSIONS: (approximations)
- MSE-13.1: 14” high seat
- MSE-13.2: 16” high seat
- MSE-13.3: 18” high seat
- MSE-13.4: 14” high seat, w/ casters
- MSE-13.5: 16” high seat, w/ casters
- MSE-13.6: 18” high seat, w/ casters

FINISH:
- Legs: Platinum
Furniture Bid Specification

ITEM: MS-14
DESCRIPTION: Student Stool
BASIS OF DESIGN: Smith Systems – Flavors Fixed Height Stool

SPECIFICATIONS:
- Student Stool
- Minimum 12-year product warranty
- Pricing to include installed delivery to point of use
- Sell to be high density polypropylene material with a contoured seat pan
- Legs and frame to be minimum 18 gauge welded steel
- Frame to have a cross braces, front and back
- Stool to be available in a minimum (6) colors
- Glides to be self-leveling, adjustable and available for both VCT and carpet flooring
- Stool must coordinate to and be from same line as MSE-13
- Minimum weight capacity to be 250lbs

OPTIONS / DIMENSIONS: (approximations)
- MSE-14.1: 24” high seat 18” D x 19” W x 38” overall height
- MSE-14.2: 28” high seat 18” D x 19” W x 42” overall height

FINISH:
- Legs: Platinum
Furniture Bid Specification

ITEM: MSE-15
DESCRIPTION: Student Adjustable Stool
BASIS FOR DESIGN: Smith System – Flavors Adjustable Stool

SPECIFICATIONS:
- Student Adjustable Stool
- Minimum 12-year product warranty
- Pricing to include installed delivery to point of use
- Shell to be polypropylene material with a contoured seat pan
- Seat to be secured to frame with an 11-gauge plate mounted by 4 screws to bottom of chair
- Stool to have a full 360 degrees of swivel
- Stool to be adjustable in one-inch increments from 22”-32”H (seat A.F.F)
- Stool to have foot ring
- Stool base to be nylon, 5-star design
- Stool to include (5) 2” swivel casters
- Casters to be non-marring, locking and available for both VCT and carpet flooring
- Stool to be available in a minimum (6) colors
- Minimum weight capacity to be 250lbs
- Stool must coordinate with MSE-13 and MSE-14

FINISH:
- Base: Black
- Foot ring: Chrome or platinum

Images are representational
Furniture Bid Specification

ITEM: MSE-16
DESCRIPTION: Height Adjustable Stacking Student Stool
BASIS OF DESIGN: Smith Systems – Oodle

SPECIFICATIONS:
- Height Adjustable Stacking Student Stool
- Minimum 12-year product warranty
- Pricing to include installed delivery to point of use
- Minimum weight capacity of 250lbs per disk
- Stool to include (3) stackable disks and an optional rocker base
- Rocker base to have ability to convert from 10% motion to flat
- Stacking disks to be minimum 15" diameter and 6.5"H
- Stool to be available in a minimum (4) colors
- Felt pads to be offered for use on hard flooring (including VCT) applications
Furniture Bid Specification

ITEM: MSE-17
DESCRIPTION: Student Floor Rocker
BASIS OF DESIGN: Virco – Sage Series

SPECIFICATIONS:
- Student Floor Rocker
- Minimum 12 year product warranty
- Pricing to include installed delivery to point of use
- Minimum weight capacity to be 250lbs
- Seat to be one-piece molded polypropylene with rocking base and flexible backrest
- Seat to have a waterfall edge
- Seat to be permanently attached to the frame with screws beneath the seat
- Seat to be between 4”-6” above finished floor
- Floor rocker to include non-marring pad
- Floor rocker to be available in a minimum of (6) colors
- Floor rocker to include integrated handled molded into seat back

OPTIONS / DIMENSIONS: (approximations)
- MSE-17.1: overall 16” W x 21” D x 18” H, for students K-4th grade
- MSE-17.2: overall 17-3/4” W x 22-1/2” D x 20” H, for students 5th-6th grade
Furniture Bid Specification

ITEM: MSE-18
DESCRIPTION: Upholstered Floor Seat Pads
BASIS OF DESIGN: Norva Nivel - Workpad with Caddy

SPECIFICATIONS:

- Upholstered Floor Seat Pads
- Minimum 12 year product warranty
- Pricing to include installed delivery to point of use
- Carrying caddy to be included
- Seat pads to be approximately 17” dia. X 2” thick
- Seat pad to be constructed of minimum 2” thick foam core
- Seat pad fabric to be microbial resistance
Furniture Bid Specification

ITEM: MSE-19
ITEM NAME: Soft Seating Stool
BASIS OF DESIGN: Norva Nivel - Rocker Ott Seating

SPECIFICATIONS:
- Soft Seating Stool
- Minimum 12 year product warranty
- Pricing to include installed delivery to point of use
- Stool to be able to convert into floor rocker by laying it down flat on floor
- Stool to provide two or more orientations resulting in two or more seated heights
- Foam to be light weight polyurethane with anti-microbial resistance
- Stools to be covered in a microbial resistant fabric

OPTIONS / DIMENSIONS: (approximations)
- MSE-19.1: 15" W x 11" D x 17" H
- MSE-19.2: 15" W x 15" D x 17" H
- MSE-19.3: 15" W x 17" D x 17" H
Furniture Bid Specification

ITEM: MSE-20
DESCRIPTION: Height Adjustable Wobble Stool
BASIS OF DESIGN: MooreCo – Hierarchy Height Adjustable Grow Stool

SPECIFICATIONS:
- Height Adjustable Wobble Stool
- Minimum 2-year product warranty
- Pricing to include installed delivery to point of use
- Stool to have wobble action and swiveling seat
- Stool to be height adjustable
- Stool to be made from reinforced polypropylene
- Bottom to be curved to allow for a wide range of movement
- Stool to be available in a minimum (6) colors
- Minimum weight capacity to be 250lbs

OPTIONS / DIMENSIONS: (approximations)
- MSE-20.1: 13” W x 13” D x 14”-18” H adj
- MSE-20.2: 13” W x 13” D x 17”-24” H adj
Furniture Bid Specification

ITEM: MSE-21
ITEM NAME: Mobile Whiteboard Easel
BASIS OF DESIGN: MooreCo – Ogee Curved Easel

SPECIFICATIONS:

- Mobile Whiteboard Easel
- Minimum 12 year product warranty
- Pricing to include installed delivery to point of use
- Writing surface dimensions to be approximately 36"W x 72"H
- Writing surface to start at minimum 4-6" above finish floor
- Whiteboard to be dual sided
- White board to be magnetic
- White board to be easily cleanable, non-ghosting, and scratch and dent resistant
- Easel to include marker tray and bottom storage shelf
- Frame to include (4) 4" locking casters
- Casters to be non-marring, locking and available for both VCT and carpet flooring
Furniture Bid Specification

ITEM: MSE-22  
DESCRIPTION: Mobile Whiteboard with Storage  
BASIS FOR DESIGN: Smith Systems - Cascade Noteboard

SPECIFICATIONS:
- Mobile Whiteboard with Storage
- Minimum 12 year product warranty
- Pricing to include installed delivery to point of use
- End panels to be constructed of minimum 18-gauge 1” square tubing, welded flush to an 18-gauge end panel
- End panels to be reinforced by 22-gauge hat channels for tote rail shelf mounting
- Dome top to be minimum 18-gauge formed and welded construction, bolted to each end and rear panel with machine screw fasteners
- Base to be minimum 18-gauge steel construction formed and welded with heavy welded hat channel reinforcement attached to end panels with machine screw fasteners
- Rear panel to be minimum 18-gauge steel reinforced with vertical hat channels
- Unit to include (4) 5” diameter casters, 2 locking
- Casters to be non-marring, locking and available for both VCT and carpet flooring
- Frame to be powder coated paint
- White board to be easily cleanable, non-ghosting, and scratch and dent resistant
- Totes shall be clear high Impact Polystyrene

OPTIONS / DIMENSIONS: (approximations)
- MSE-22.1: 29” W x 19” D x 70” H, with (10) 3” totes
- MSE-22.2: 29” W x 19” D x 70” H, with (6) 3” and (2) 6” totes
- MSE-22.3: 29” W x 19” D x 70” H, with minimum (1) shelf

Images are representational
Furniture Bid Specification

ITEM: MSE-23
ITEM NAME: Mobile Power Tower
BASIS OF DESIGN: MooreCo - iTeach Power Tower

SPECIFICATIONS:
- Mobile Power Tower
- Minimum 12-year product warranty
- Pricing to include installed delivery to point of use
- Overall dimensions to be approximately 40” high x 17.5” wide x 17.5” deep
- Tower frame to be steel
- Tower frame to be powder-coated
- Tower to include minimum of 8) AC outlets, (8) USB outlets
- Tower to include cord winder and minimum 12’ power cable
- Tower to include (4) dual wheel casters, (2) locking
- Casters to be non-marring, locking and available for both VCT and carpet flooring
Furniture Bid Specification

ITEM: MSE-24
DESCRIPTION: Lego Activity Table with Storage (Toddler)
BASIS OF DESIGN: 3Branch – Single Lego Discovery Table w/ Two Floating Storage Bins

SPECIFICATIONS:
- Lego Activity Table with Storage (Toddler)
- Minimum 12 year product warranty
- Pricing to include installed delivery to point of use
- Overall dimensions to be approximately 65" W x 32" D x 16" H
- Table to be constructed of Baltic birch plywood or equivalent
- All edges and corners to be finished and rounded
- Table base to include one lockable drawer with a set of ball baring drawer slides
- Table base to include two floating storage bins on both ends, each divided into a minimum of two compartments
- Storage bins to be reinforced with interior metal brackets and to have rounded corners and edges
- To include reversible table top with Lego®/Duplo®-compatible surface on one side, and smooth laminate surface on the other side, size to be approximately 45" L x 30" W x ¾" D
- Table top to have a minimum of 3 color options
- Table top to have multiple activity top options and finishes
- Caster base to be available

FINISH:
- Table to be light wood finish

Images are representational
**Furniture Bid Specification**

**ITEM: MSE-25**  
**DESCRIPTION:** Activity Table with Storage (Young Adult)  
**BASIS OF DESIGN:** Demco - Gear Guard STEM Table w/ Gratnells Tote Tray Storage Kit

**OPTIONS / DIMENSIONS: (approximations)**

- Activity Table with Storage (Young Adult)
- Minimum 12 year product warranty
- Pricing to include installed delivery to point of use
- Overall dimensions to be approximately 60" W x 38" D x 34" H
- Table to include minimum 2"H sides along all (4) sides
- Table top and sides to be minimum 1-1/8" thick high-pressure laminate
- Legs to be minimum 2” square, 16-gauge steel
- Legs to be powder-coat finish
- Legs to attach to top with metal plates and screws
- Table to include (4) 3" locking casters
- Casters to be non-marring, locking and available for both VCT and carpet flooring
- Table to include minimum (4) storage bins attached to table
- Table top, sides, and storage to be available in minimum (6) colors
Furniture Bid Specification

ITEM: EH-1
ITEM NAME: Mobile Height-Adjustable Desk
BASIS OF DESIGN: MooreCo – Hierarchy Grow and Roll

SPECIFICATIONS:

- Mobile Height-Adjustable Desk
- Minimum 12-year product warranty
- Pricing to include installed delivery to point of use
- Desktop to be approximately 36"W x 24"D
- Desktop to be available in a minimum of (5) shapes
- Desktop to be approximately 1” thick solid core high-performance particleboard
- Desktop to have T-Mold Edge
- Edge banding to be available in a minimum of (6) color options
- Desktop to be whiteboard laminate
- Whiteboard top to be easily cleanable, non-ghosting and scratch and dent resistant
- Frame to be height-adjustable from 26.5”-42.3” H
- Height adjustability to be accomplished with a one-handed movement
- Frame to include (4) dual wheel casters, (2) locking
- Frame finish to be scratch resistant
- Casters to be non-marring, locking and available for both VCT and carpet flooring

FINISH:

- Frame Color: Platinum
Furniture Bid Specification

ITEM: EH-2
ITEM NAME: Flip-Top Student Desk
BASIS OF DESIGN: Paragon Furniture – A&D Crossfit

SPECIFICATIONS:

- Flip-Top Student Desk
- Minimum 12-year product warranty
- Pricing to include installed delivery to point of use
- Desktop to be approximately 36”W x 24”D
- Desktop to be available in multiple shapes
- Desks to be able to flip-up and nest into each other
- Desks to be able to be placed together to form multiple configuration
- Desktop to be constructed of ¾” thick 45lb density particleboard
- Desktop to have 3mm plastic edge band
- Edge banding to be available in a minimum of (6) color options
- Desktop to be whiteboard laminate
- Whiteboard top to be easily cleanable, non-ghosting and scratch and dent resistant
- Table to include pull-handles and double spring latch mechanism
- Frame to be constructed of minimum 14-gauge uppers and 16-gauge lowers
- Frame finish to be scratch resistant
- Casters to be non-marring, locking and available for both VCT and carpet flooring
Furniture Bid Specification

ITEM: EH-3
DESCRIPTION: Stackable Sled Base Rocker Chair
BASIS FOR DESIGN: Vanerum - Seed

SPECIFICATIONS:
- Stackable Sled Base Rocker Chair
- Minimum 12-year product warranty
- Pricing to include installed delivery to point of use
- Minimum weight capacity to be 300 lbs
- Chair to be available in a minimum of (2) seat heights
- Chair overall dimensions to be approximately 33.4" H x 19.6" W x 15.5" D with an 18" seat height
- Shell to be constructed of polypropylene molded plastic
- Shell to offer full ergonomic support
- Shell to have no exposed screws
- Chair to have minimum 19mm steel frame
- Frame to be a sled-style base with rocking capabilities
- Frame finish to be scratch resistant
- Chair to have a minimum of (5) color options
- Chair to have ability to be stacked in minimum quantities of 3
Furniture Bid Specification

ITEM: EH-4  
DESCRIPTION: Mobile Lounge Chair w/ Tablet Arm  
BASIS FOR DESIGN: MooreCo

SPECIFICATIONS:

- Mobile Lounge Chair with Tablet Arm  
- Minimum 12-year product warranty  
- Pricing to include installed delivery to point of use  
- Minimum weight capacity to be 400 lbs  
- Chair seat height to be approximately 18.5"H (without casters installed)  
- Chair to be fully upholstered  
- Upholstery to be from Manufacturer’s textile selections- must meet or exceed 100,000 double rubs  
  - A variety of upholstery options to select from required. A minimum of 10 different styles; 4 of which to be solids, 6 of which to be printed patterns. Each style to have a minimum of 6 colorways. A mix of woven and coated upholsteries required.  
- Chair to include casters and tablet arm  
- Chair to include (4) 3" diameter casters, a minimum of (2) to be locking  
- Casters to be non-marring, locking and available for both VCT and carpet flooring  
- Tablet arm surface to be approximately 1" thick solid core high-performance particleboard  
- Tablet arm surface to be high pressure laminate  
- Tablet surface dimensions to be approximately 14"W x 10"D  
- Tablet arm to be available in both left and right handed mounting options

OPTIONS / DIMENSIONS: (approximations)

- **EH-4.1**: Lounge Chair with arms - 34.5"H x 30.5"W x 29.5"D  
- **EH-4.2**: Lounge Chair, armless - 34.5"H x 22.5"W x 29.5"D

Images are representational  
FS-35
Furniture Bid Specification

ITEM: EH-5
DESCRIPTION: Student Stacking Stools
BASIS FOR DESIGN: Tenjam – Twisted Hex

SPECIFICATIONS:
- Student Stacking Stool
- Minimum 12-year product warranty
- Pricing to include installed delivery to point of use
- Minimum weight capacity to be 350 lbs
- Stool dimensions to be approximately 21”W x 19”D
- Stool to be available in a minimum of (2) seat heights, one of which to be 18”H
- Stool to be constructed of polypropylene molded plastic
- Stool to have upholstered seat cushion
- Upholstery to be from Manufacturer’s textile selections- must meet or exceed 100,000 double rubs
  - A variety of upholstery options to select from required. A minimum of 10 different styles; 4 of which to be solids, 6 of which to be printed patterns. Each style to have a minimum of 6 colorways. A mix of woven and coated upholsteries required.
- Stool to have integrated handles
- Stool to be available in a minimum of (6) color options
- Stool to have ability to be stacked in minimum quantities of 8
Furniture Bid Specification

ITEM: EH-6  
DESCRIPTION: Nest and Fold Table with 4-Post Legs  
BASIS OF DESIGN: Muzo – Kite Tables

SPECIFICATIONS:
- Nest and Fold Table with 4-Post Legs
- Minimum 12 year warranty
- Pricing to include installed delivery to point of use
- Tabletop to be available in multiple shapes
- Tabletop to be approximately 3/4” thick solid core high-performance particleboard
- Tabletop finish to be high pressure laminate whiteboard
- Whiteboard top to be easily cleanable, non-ghosting and scratch and dent resistant
- Tabletop to have 2mm PVC Edge
- Frame and legs to be constructed of steel
- Frame finish to be powder coated and scratch resistant
- Table to have 4-post legs
- Table to be able to sit 4-6 students, without interference of table legs
- Table to include (4) locking casters
- Casters to be non-marring, locking and available for both VCT and carpet flooring
- Casters to color coordinate

OPTIONS / DIMENSIONS: (approximations)
- **EH-6.1**: 29.5” H x 51” W x 35.5” D, Kite shape
- **EH-6.2**: 29.5” H x 59” W x 29.5” D, Rectangle
Furniture Bid Specification

ITEM: EH-7
ITEM NAME: Mobile Magnetic Glass Marker Board
BASIS OF DESIGN: MooreCo – Hierarchy Grow and Roll

SPECIFICATIONS:
- Mobile Magnetic Glass Marker Board
- Minimum 50-year product warranty
- Pricing to include installed delivery to point of use
- Overall dimensions to be approximately 48” W x 72” H x 23.5” D
- Writing surface dimensions to be minimum 36”W x 70”H
- Writing surface to start at minimum 4-6” above finish floor
- Glass Marker Board to be available in minimum (6) colors
- Glass Marker Board to be dual sided
- Marker board to be magnetic
- Marker board to be easily cleanable, non-staining and non-ghosting
- Marker board to be scratch resistant
- Frame to include (4) dual wheel casters, minimum (2) locking
- Casters to be non-marring, locking and available for both VCT and carpet flooring
Furniture Bid Specification

ITEM: EH-8
DESCRIPTION: Mobile Teacher Workstation
BASIS FOR DESIGN: MooreCo

SPECIFICATIONS:

- Mobile Teacher Workstation
- Minimum 12-year product warranty
- Pricing to include installed delivery to point of use
- Overall dimensions to be approximately 48” wide x 30” deep x 40” high
- Storage tower dimensions to be approximately 16.5” wide x 15.5” deep x 30” high
- Storage tower to have (2) adjustable shelves
- Storage tower to be lockable
- Tabletop to be approximately 1-1/5” thick solid core high-performance particleboard
- Tabletop finish to be high pressure laminate, in Gray Nebula
- Tabletop to have T-Mold Edge
- Frame to be constructed of 20-gauge steel
- Frame finish to be scratch resistant
- Frame to include (6) 3” diameter locking casters
- Legs to be platinum steel; on one side full length from underside of table to floor
- Casters to be non-marring, locking and available for both VCT and carpet flooring
- Minimum weight capacity to be 300lbs.
Furniture Bid Specification

ITEM: EH-9
DESCRIPTION: Mobile Storage Unit w/ Totes
BASIS FOR DESIGN: Smith Systems – Cascade Mini-Cabinets

SPECIFICATIONS:
- Mobile Storage Tower
- Minimum 12-year product warranty
- Pricing to include installed delivery to point of use
- Minimum weight capacity to be 400 lbs
- End panels to be constructed of minimum 18-gauge, 1” square tubing, welded flush to an 18-gauge end panel
- Each end panel to be reinforced by 22-gauge hat channels for tote rail shelf mounting
- Dome top to be minimum 18-gauge formed and welded construction, bolted to each end and rear panel with machine screw fasteners
- Base to be minimum 18-gauge steel construction formed and welded with heavy welded hat channel reinforcement attached to end panels with machine screw fasteners
- Rear panel to be minimum 18-gauge steel reinforced with vertical hat channels
- Tower to include (4) 5” in diameter casters, 2 locking
- Casters to be non-marring, locking and available for both VCT and carpet flooring
- Tower to have (2) columns of totes, on opposite sides of tower
- Totes shall be clear high Impact Polystyrene
- Towers to be available in a minimum of (6) color options

OPTIONS / DIMENSIONS: (approximations)
- **EH-9.1:** 21” W x 19” D x 43” H, w/ (8) 3” deep totes
- **EH-9.2:** 21” W x 19” D x 43” H, w/ (4) 3” and (2) 6” deep totes
- **EH-9.3:** 21” W x 19” D x 43” H, w/ (4) 6” deep totes
Furniture Bid Specification

ITEM: EH-10
DESCRIPTION: Student Stack Chair
BASIS OF DESIGN: 9 to 5 Seating - Kelley Chair

SPECIFICATIONS:
- Student Stack Chair
- Minimum lifetime product warranty
- Pricing to include installed delivery to point of use
- Shell to be high density thermoplastic material
- Chair to be available in a minimum (6) colors
- Chair armrests to include plastic covers, color to match plastic shell
- Chair to be stackable, minimum (9) chairs high on floor
- Chair back to have integrated handles
- Frame to be sled base
- Frame finish to be chrome coated
- Frame to include (4) glides
- Glides to be self-leveling, adjustable and available for both VCT and carpet flooring
- Minimum weight capacity to be 300lbs
- Chairs to have optional coordinating stacking wheeled cart
- Stacking cart to include (4) casters
- Chair cart to hold minimum (30) chairs

OPTIONS / DIMENSIONS: (approximations)
- EH-10.1: 24” W x 21” D x 31” H, 18” high seat w/ arms
- EH-10.2: 23” W x 21” D x 31” H, 18” high seat armless
- EH-10.3: Chair Cart
Furniture Bid Specification

ITEM: EH-11
DESCRIPTION: Stackable Training Desk
BASIS OF DESIGN: Via Seating – Splash

SPECIFICATIONS:
- Stackable Training Desk
- Minimum 12 year product warranty
- Pricing to include installed delivery to point of use
- Tabletop finish to be whiteboard laminate
- Frame to be chrome finish
- Frame to be sled base
- Desk to include privacy panel
- Privacy panel to be polyurethane material
- White board to be easily cleanable, non-ghosting, and scratch and dent resistant
- Desk to be stackable, minimum (10) desks high on floor
- Minimum weight capacity to be 250lbs
- Frame to include clear glides
- Glides to be self-leveling, adjustable and available for both VCT and carpet flooring
- Desk to have optional coordinating stacking wheeled dolly
- Stacking cart to include (4) casters
- Casters to be non-marring, locking and available for both VCT and carpet flooring
- Stacking cart to hold minimum (20) desks

OPTIONS / DIMENSIONS: (approximations)
- **EH-11.1**: 24” W x 20.5” D x 28.5” H, Desk
- **EH-11.2**: 30” W x 36” D x 29” H, Stacking Cart
Furniture Bid Specification

ITEM: EH-12
DESCRIPTION: Mobile Lectern
BASIS OF DESIGN: Media Technologies - Hannibal Lectern

SPECIFICATIONS:
- Mobile Lectern
- Minimum 12-year product warranty
- Pricing to include installed delivery to point of use
- Overall dimensions to be approximately 28” W x 24” D x 45” H
- Lectern to have document shelf
- Document shelf to be angled with pencil groove and paper stop
- Lectern to have wire management and wiring grommets to be at base of unit for field set-up
- Lectern to have a variety of different finish options, including both light and dark high pressure laminate options
- Finishes to be rust inhibiting, scratch and dent resistant
- Lectern to include (4) casters, (2) to be locking
- Casters to be non-marring, locking and available for both VCT and carpet flooring
- Lectern to have option to customize with school name and logo on front
2019 RSMP FF&E BID DOCUMENTS

APPENDIX OF ATTACHMENTS
BID SUBMITTAL CHECKLIST

FF&E BID for Rochester School Modernization Program (RSMP)
of the Rochester Joint Schools Construction Board (RJSCB)

This “Bid Submittal Checklist” is provided as a general overview and does not relieve the Bidders of the obligation to provide all information, forms and certifications required for the Bid as set forth in the Bid Documents.

Failure to submit all of the required documents, in the format described in the Instructions to Bidders page IB-2, will result in Bidder being deemed non-compliant and subsequently disqualified.

One (1) original, three (3) hard copies and (1) electronic copy of the following:

_____ Bid Submittal Checklist
_____ Bid Security (5% of Bid) by certified check, bank draft or surety bond
_____ Bid Form Acknowledgment:
    _______ Acknowledge receipt of all Addenda
    _______ Acknowledge of price cap for future orders

_____ Bid Form Price Matrix
_____ Statement of Bidder Qualifications
_____ Successful Bidder Compliance Acknowledgement
_____ Certification of Non-Collusion in Bidding
_____ Affirmation under N.Y. State Finance Law § 139- j(6)(b)
_____ Certification of Compliance with N.Y. State Finance Law § 139-k(5)
_____ Disclosure of Prior Non-Responsibility Form
_____ DP-1: Schedule of EBE Participation
_____ Promise of Non-Discrimination Form
_____ EBE Assurance Statement
_____ Good Faith Efforts Checklist

One (1) original and one (1) electronic copy of each of the following:

_____ Sample finishes and colors for each item bid
_____ Substitution Form for each item bid, if not submitting Basis of Design
_____ Product literature and specifications for each item bid, if not submitting Basis of Design
_____ Warranties for each item bid, if not submitting Basis of Design

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

<table>
<thead>
<tr>
<th>Name</th>
<th>License Held</th>
<th>Revoked</th>
<th>Suspended</th>
<th>Date</th>
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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 violation(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:

<table>
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<tr>
<th>Name</th>
<th>Claim</th>
<th>Status</th>
<th>Disposition</th>
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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

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<tr>
<th>Lawsuit</th>
<th>Index Number</th>
<th>Disposition</th>
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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:

<table>
<thead>
<tr>
<th>Proceeding</th>
<th>Project</th>
<th>Disposition</th>
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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

<table>
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<tr>
<th>Violation</th>
<th>Remediation</th>
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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:

<table>
<thead>
<tr>
<th>Proceeding</th>
<th>Project</th>
<th>Disposition</th>
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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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Charge</th>
<th>Disposition</th>
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A6
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:

   ____________________________________________  ____________________________  ______________________
   ____________________________________________  ____________________________  ______________________
   ____________________________________________  ____________________________  ______________________

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 percentage 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:

<table>
<thead>
<tr>
<th>Project Bid</th>
<th>Reason</th>
<th>Date</th>
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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 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 __________ 2013

_________________________________
Notary Public
SUCCESSFUL BIDDER COMPLIANCE ACKNOWLEDGMENT

The Bidder acknowledges and agrees that it is responsible for complying with all building rules and regulations including all rules outlined in the full Bid Documents, including but not limited to the following:

- On-site supervisor identified for this project will be on-site for all deliveries
- Smoking is not permitted on school grounds
- Inappropriate behavior on the job site or any project locations
- 72 hour notification must be given to Project Manager, prior to the arrival of all furniture deliveries
- An installation schedule must be established with the Project Manager, three months prior to the beginning of all furniture installations.
- All members of the Bidder’s staff are to be presentable and dressed in company attire

__________________________________________________
Signature

__________________________________________________
Printed Name

__________________________________________________
Company

__________________________________________________
Date
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: _______________________________
DIVERSITY PROGRAM ("DP") FORMS

The attached Diversity Program (DP) Forms will be used by the ICO and Board to monitor Contractor compliance with the Goals of the Diversity Plan. The Board or ICO may modify these forms as appropriate or require additional forms as needed to implement Diversity Plan requirements, in which case, new or updated forms will be provided to Bidder/Contractor.

INSTRUCTIONS FOR USE OF THE ATTACHED DP FORMS:

1. **DP -1: SCHEDULE OF EBE PARTICIPATION (Submit with bid):**
   This form is to be completed and submitted with the response to the RFP or Bid. The selected bidder or respondent shall be required to resubmit its final version, signed by the bidder/respondent, showing all those contractors and or vendors it has entered into agreement with to meet the goals for participation by Eligible Business Enterprises (“EBE’s”), defined within the RSMP Diversity Plan (e.g., MBE’s, WBE’s, DBE’s and SBE’s).

2. **DP -2: EBE LETTER OF INTENT TO PERFORM (Submit within 10 days’ notice of award of Contract):**
   This form is required of the selected contractor. The contractor must fill these out and secure signatures from all EBE firms proposed as subcontractors on contractor’s approved DP-1 form.

3. **DP – 3: MONTHLY EMPLOYMENT UTILIZATION REPORT (Submit monthly):**
   This form provides a monthly summary of employment workforce utilization. It is used to track the diversity of a particular contractor’s workforce and its responsiveness to the objectives required by the Diversity Plan. The contractor is required to submit this form on a monthly basis.

4. **DP – 3A: MONTHLY EBE UTILIZATION REPORT (Submit monthly):**
   This form provides a monthly summary of work provided by EBE’s listed in the Utilization Plan (DP-1). The contractor is required to submit this form on a monthly basis.

5. **PROMISE OF NON-DISCRIMINATION (Submit with bid)**
   Must include signed certification from bidder.

6. **EBE ASSURANCE STATEMENT (Submit with bid).**
   This form is to be completed and submitted with the response to the RFP or Bid.

7. **GOOD FAITH EFFORTS CHECKLIST (Submit with bid):**

8. **RSMP CERTIFICATION OF ELIGIBLE BUSINESS ENTERPRISE (EBE) FINANCIAL STATUS (Submit within 10 days’ notice of award of Contract):**

   This checklist must be completed to indicate the efforts that Bidder/ Proposer undertook in attempting to meet Diversity Program Goals.
## EBE UTILIZATION PLAN (DP-1)  
**ROCHESTER SCHOOLS MODERNIZATION PROGRAM Phase II**

1. **Project:**

2. **Bidding on Contract No./Contract Name:**

3. **Bidding Contractor Name / Address / Phone No. / Fax No. / FEIN:**

4. **Bid Submittal Date (MM / DD / YYYY):**

   - Original DP-1
   - Revised DP-1
   - Revision Date:

### Project Goals: MBE - 17%  WBE - 10%  DBE - 3%  SBE - 3%

5. **Name / Address / Phone No. and FEIN of Proposed MBE, WBE, DBE, or SBE**

6. **Certified as EBE**

7. **Performance Category**

8. **Scope of Services to be Provided**

9. **Proposed Percent**

10. **Proposed Dollars**

The undersigned, being an authorized representative of the bidding company, hereby certifies that the above information is accurate, and that bidder has received a proposal form, or discussed with, each of the M/WBE, SBE, or DBE firms listed herein prior to the submission of the accompanying bid. The authorized representative of the bidding company also hereby certifies their proposal complies with the RSMP diversity section or has engaged the ICO and complied with the appropriate procurement process.

**Bidding Company’s Official Printed Name and Title:**

**Authorized Signature:**

**Print Name:**

**Title:**

The ICO may follow up with the EBE firms listed herein to verify that each either submitted a proposal to, or discussed with, the bidder submitting this form the amounts indicated above.
EBE LETTER OF INTENT TO PERFORM - RSMP DP-2 FORM

This form is to be completed and submitted to the ICO by the apparent successful bidder.

RSMP Project: __________________________ Bidder: __________________________

The undersigned has agreed to perform work in connection with the above as:

______ Sole Proprietorship (individual) _______ Partnership _______ Corporation _______ Joint Venture

Detailed description of work items to be performed by EBE: __________________________

_______________________, for the following price: $_______________________

Check all categories that apply to proposed EBE subcontractor: _____ MBE _____ WBE _____ DBE _____ SBE

The total value of EBE participation is $____________; which is % of the total Proposal.

(Type or Print Name of EBE subcontractor/Joint Venture) __________________________

By: __________________________

Printed Name: __________________________

Title: __________________________

Date: __________________________

This EBE is currently certified as a MBE, WBE, DBE, or SBE in the above-indicated performance category. As evidence of this fact, attached is a certification letter from the appropriate certifying authority confirming the current MBE, WBE, DBE, or SBE status in the applicable performance category. Failure to include said certification letter(s) to the satisfaction of the ICO is grounds for rejection of the proposed EBE. Should any revisions to this pending agreement be necessary after the submission of this form, the bidding contractor shall immediately resubmit the necessary revised forms to the attention of the ICO for consideration. The undersigned will enter into a written agreement for the work described upon the approval of the ICO and award and execution of a contract with the RJSCB to the bidder.

_________________________________________  __________________________________________
Bidder Name                                Proposed EBE Name

_________________________________________  __________________________________________
Bidder Address                              Proposed EBE Address

_________________________________________  __________________________________________
Bidder Phone Number                         Proposed EBE Phone Number

_________________________________________  __________________________________________
Company Officer Name & Title (Print)         Company Officer Name & Title (Print)

_________________________________________  __________________________________________
Company Officer Signature & Date            Company Officer Signature & Date

For RJSCB Use Only

_________________________________________
Owner Signature & Date

_________________________________________
ICO Signature & Date

June 2017  Rochester Joint Schools Construction Board

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Instructions on Completion of the Monthly Employment Utilization Form (DP-3)

1. Project: - name of Project that this form submission is applicable to.

2. Reporting Period (MMM/YYYY) ______/_______: indicate the monthly period reporting on, i.e. SEP 2016. Hours reported on this report shall include all hours on the first day of the month through and including the last day of the applicable month.

3. Reporting contractor Name/Address/Phone No./Fax No. – name/address/phone/fax of reporting entity.

4a. Reporting contractor is a ( ) 1st Tier -or- ( ) Lower Tier contractor: the reporting entity is to either.

4b. Only if a lower tier contractor, indicate to whom you are a subcontractor: only if the reporting entity is other then a first tier contractor, indicate what company/firm you have a direct contractual agreement with relative to this 1st tier Project contract. If you are a first tier contractor leave blank or indicate N/A.

5. Construction Trade Class. – indicate in the space(s) provided below this title, the applicable trade classification group, i.e. Electrician, Carpenter, Mason, Laborer, etc, which the reporting entity utilized during this reporting period.

6. (a) Total All Hours by Trade M (Male) F (Female) – under the 6a. M - column, infill the total number of male hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period. Under the 6a. F - column, infill the total number of female hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period.

   (b – e) Minority Hours by Trade M (Male) F (Female) – under each M – column, infill the total number of male hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period. Under each F – column, infill the total number of female hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period.

7. Minority % of Total Hours – the percentage of total minority hours of all hours worked, the sum of columns 6b.- 6e. divided by the sum of column 6a. Only one figure for each trade classification. ie ((6b.M + 6b.F + 6c.M +6c.F + 6d.M + 6d.F + 6e.M + 6e.F) / (6a.M + 6a.F)).

8. Female % of Total Hours – the percentage of total female hours of all hours worked, the total number reported in 6a.F divided by the sum of total numbers reported in 6a. M and 6a.F. Only one figure for each trade classification. ie (6a.F/(6a.M + 6a.F))

DP-3 Instructions continued on the following page…
Individuals that qualify in both a minority category and the female category should not be counted in both the minority and female percentage figures, as the above percentage calculation will generate (items 9. & 10.)

9. Total Number of Employees – total number of male and total number of female employees utilized in each trade and grade classification, subtotaling at after each trade, for this reporting period.

10. Total Number of Minority Employees – total number of male minority and total number of female minority employees utilized in each trade and grade classification, subtotaling at after each trade, for this reporting period.

11. Reporting Company Official’s Printed Name and Title - reporting company official’s printed name/ title.

12. Reporting Company Official’s Signature – reporting company official’s original signature. By signing this form, this individual is certifying that the information provided on the MWP-3 has been reviewed prior to its submission and is accurate to the best of his/her knowledge.

13. Date Signed: - indicate date signed by reporting company official.

14. Page: - indicate page number and total number of pages submitted. Attached as many pages as necessary.

End of Instructions on Completion of the Monthly Employment Utilization Form (DP-3)
### Rochester School Modernization Program

**February 12, 2019**

**MONTHLY EMPLOYMENT UTILIZATION REPORT - DP-3/RSMP**

1. **Project:**
2. **Reporting Period:**
3. **Reporting Contractor Name / Address / Phone No. / Fax No.**

No Work Performed ( )

<table>
<thead>
<tr>
<th>5. POSITION</th>
<th>6a. City of Rochester Resident (Y/N)</th>
<th>6b. Total All Hours by Service</th>
<th>6c. Caucasian (Hours)</th>
<th>6d. Black or Asian or Hispanic (Hours)</th>
<th>6e. American Indian or Alaskan Native (Hours)</th>
<th>7. Minority (Female) % of Total Hours</th>
<th>8. Female (Caucasian Only) % of Total Hours</th>
<th>9. Total Number of Caucasian Employees</th>
<th>10. Total Number of Minority Employees</th>
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**Grand Total:**

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- 0
- 0
- 0
- 0
- 0

Certification Statement - the below signed, being an authorized representative of the reporting company, hereby certifies that the above information represents all the hours worked by the reporting company's employees on the above noted project site during the above noted month.

11. **Reporting Company Official's Printed Name and Title**
12. **Reporting Company Official's Signature**
13. **Date Signed**
14. **Page**

__1__ of __1__
INSTRUCTIONS FOR COMPLETING
MONTHLY EBE UTILIZATION REPORT (DP-3a/RSMP) FORM

This form must be submitted on a monthly basis. For the month under consideration, this form must be completed by every contractor/entity providing on-site labor engaged in work associated with the 1st tier contract scope.

For the purposes of completing this form, “on-site labor” is considered to include only labor hours consumed on the Project site in the production of physical work and direct supervision of such on-site work. This would specifically exclude any hours involved in hauling material/equipment deliveries to/from the Project site. The hours involved in the off/on loading of said deliveries would be included only if the personnel involved were not employees of the trucking company.

Example – ABC Contracting is receiving an on-site material delivery from Acme Trucking. Acme’s truck driver’s hours would not be included on this form, but ABC’s personnel who are responsible to unload this delivery would be included. If Acme personnel were responsible to unload this delivery, these hours would be excluded.

For the month under consideration, each 1st tier contractor must submit a completed DP-3/RSMP form for each entity that has provided on-site labor engaged in work associated with the scope of the 1st tier contract. This submission shall be made as part of the monthly payment requisition package and to the ICO. If after the start and prior to the completion of the 1st tier contractor’s scope, the 1st tier contractor does not submit a monthly payment requisition package, the 1st tier contractor shall either 1) forward a (“No-Labor”) notice advising that there was no on-site labor utilized under its contract scope for the month under consideration or 2) shall forward completed DP-3/RSMP forms for the month under consideration. Whether submitting a monthly payment requisition package or not, DP-3/RSMP forms or “No-Labor” notice must be forwarded to the ICO.

In addition to required submissions noted above, the same submissions must be made by the 1st tier contractor directly to the ICO no later than the 5th day of the following month. (i.e. August 2018 DP-3’s/RSMP or No-Labor Notice(s) must be received by September 5, 2018.)

END OF INSTRUCTIONS FOR COMPLETION
Rochester Joint Schools Construction Board
Rochester Schools Modernization Program

DP-3A
MBE/WBE/DBE/SBE MONTHLY UTILIZATION REPORT
Rochester Schools Modernization Program Phase II

<table>
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<tr>
<th>Month / Year</th>
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<tr>
<th>Project Name:</th>
<th>Original Contract:</th>
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<tbody>
<tr>
<td>Contract No.:</td>
<td>Change Orders to Date:</td>
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<tr>
<td>Contractor Name:</td>
<td>Current Contract:</td>
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<tr>
<td>Address:</td>
<td>MBE % of Current Contract:</td>
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<tr>
<td>Phone No.:</td>
<td>WBE % of Current Contract:</td>
</tr>
<tr>
<td>Fax No.:</td>
<td>DBE % of Current Contract:</td>
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<tr>
<td></td>
<td>SBE % of Current Contract:</td>
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</tbody>
</table>

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<tr>
<th>Subcontractor Name</th>
<th>EBE</th>
<th>Original Subcontract</th>
<th>Change Orders to Date</th>
<th>Total Current EBE Subcontract</th>
<th>Amount Paid to Date to EBE</th>
<th>Total Amount of Invoices Submitted to Date</th>
<th>Cancelled Checks Submitted to Date</th>
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**TOTALS:**

|                     | $    | $    | $    | $    | $    | $    | $    | $    |

1. DP-3A is to be submitted monthly.
2. List all M/WBE/DBE/SBE subcontractors, even after their work is substantially complete.
3. When adding a subcontractor, attach a revised DP-1 and DP-2 to this form.
4. Attach invoices and cancelled checks to this form.

Contractor Representative Signature __________________________ Date ______________

A20
PROMISE OF NON-DISCRIMINATION

KNOW ALL MEN BY THESE PRESENTS, that I/we, _______________________________,
Title(s) _______________________, Name of Company ______________________
______________________ (hereinafter “Company”), in consideration of the privilege to
submit Proposals on contracts funded, in whole or in part, by the Rochester Joint
Schools Construction Board (herein, “RJSCB” or “Owner”), hereby consents, covenants
and agrees as follows:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise be
discriminated against on the basis of race, color, national origin or gender in connection
with any bid submitted to Owner or the performance of any contract resulting from;

(2) That it is and shall be the policy of this Company to provide equal opportunity to all
business persons seeking to contract or otherwise interested in contracting with this
Company, including various local small business enterprises;

(3) In connection herewith, I/We acknowledge and warrant that this Company has been
made aware of, understands and agrees to make Good Faith Efforts to solicit EBE’s to
do business with this Company;

(4) That the promise of non-discrimination as made and set forth herein shall be continuing
in nature and shall remain in full force and effect without interruption;

(5) That the promises of non-discrimination as made and set forth herein shall be and are
hereby deemed to be made a part of, and incorporated by reference into, any contract or
portion thereof which this Company may hereafter obtain;

(6) That the failure of this Company to satisfactorily discharge any of the promises of non-
discrimination or Good Faith Efforts to attain the EBE utilization Goals and reporting
requirements, as made and set forth in this Section 00 43 31, shall constitute a material
breach of contract entitling the Owner to declare the Contract in default and to exercise
any and all applicable rights and remedies, including but not limited to, cancellation of
the contract, termination of the contract, suspension and debarment from future
contracting opportunities, and withholding and/or forfeiture of compensation due and
owing on a contract.

Dated: ______________, 20___ By: _____________________________________
(Authorized Company Representative
Signature)
EBE ASSURANCE STATEMENT

To be submitted with the bid on bidding company’s letterhead and signed and dated by bidder’s authorized representative. Bidder must submit a separate EBE Assurance Statements for each EBE.

Subject Proposal for____________________________________

The undersigned bidder, having submitted a proposal for the referenced project, if awarded the Contract, agrees that the EBE Utilization Plan (DP-1) submitted with the bid or as thereafter modified and approved by the ICO will be incorporated into the Contract upon submission of the EBE Letter of Intent to Perform. We are committed to ensure EBE participation in the manner indicated below as subcontractors, supplier or in joint venture partnership as follows:

Representation of EBE Status
Name: __________________________
Address: ________________________
________________________________
_______________________________
Phone #: ______________________
Fax#: _________________________
Email: ________________________
FEIN: ________________________

Work to be performed:
________________________________________________________________
________________________________________________________________
________________________________________________________________

Dollar amount: _______
Percentage of the Total Bid amount: _______

This subcontractor represents that it is / is not a certified MBE/DBE/WBE/SBE (circle the appropriate status).

This subcontractor is a (circle one): Sole proprietorship / individual / corporation / partnership / a joint venture

Contractor/Bidder acknowledgement:
The undersigned contractor/bidder represents that the above information is true and correct to the best of its knowledge:

Name of Contractor/Bidder firm: ______________________________
Authorized representative: _______________________
Authorized signature: ___________________________ Date: _____________, 20__

EBE Assurance Statements must be submitted on bidder’s letterhead and signed and dated by bidder.
GOOD FAITH EFFORTS CHECKLIST

The Rochester Joint School’s Board (RJSCB) welcomes your participation in the Rochester School’s Modernization Program (RSM). Your participation and support in complying with the goals for diversity set forth in the Diversity Plan is critical to the success of the Program. Pursuant to the requirements set forth in this Section and in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by RJSCB, WE, ____________________________ by Owner/Principal ____________________________

Attest that we have exercised the following Good Faith Efforts in addition to my /our regular and customary solicitation process:

I/We have delivered written notice to three available certified EBE’s for each potential subcontracting or supply category in the Contract AND all potential subcontractors or vendors which requested information on the Contract.

I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the Contract, bonding requirements, and the last date and time for receipt of price quotations.

I/We have attended a special meeting called to inform business and individuals of subcontracting or supply opportunities.

I/We have, in accordance with normal industry practices, divided the contract into economically feasible segments that can be performed by an EBE.

I/We have provided a written explanation for rejection of any potential subcontractor or vendor to the EBE/, including the name of the firm proposed to be awarded the subcontract or supply agreement, where price competitiveness is not the reason for rejection.

I/We have actively solicited, through sending letters or initiating personal contact, EBE’s in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.

I/We have utilized the services of available community organizations and associations, contractors’ groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of EBE’s for the RJSCB’s contract under consideration.

I/We have advertised in publications of general circulation in the Rochester MSA trade publications and other media owned by, or otherwise focused or marketed to EBE’s, and the advertisement identifies and describes the specific subcontracting or other opportunity in reasonable detail.

I/We have conducted discussions with interested EBE’s in good faith, and provided the same willingness to assist EBE’s as has been extended to any other similarly situated subcontractor.

(GOOD FAITH EFFORTS CHECKLIST continued on following page):
(GOOD FAITH EFFORTS CHECKLIST, page 2):

I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

Please identify below all subcontractors, suppliers, or a joint venture partner you invited to participate that declined.

1. Name of subcontractor/Vendor: ___________________________________
   Phone #: ____________________________
   Address:_________________________________________________________
   Date of Offer to Participate:_________________________________________
   Date Offer was declined: __________________________
   Reasons Given for Declining: _______________________________________

   Please note all categories of ownership that apply:
   _____ African American Business Enterprise
   _____ Asian American Business Enterprise
   _____ Hispanic American Business Enterprise
   _____ Majority Enterprise
   _____ Native American Business Enterprise
   _____ Small Business Enterprise
   _____ Women-Owned Business Enterprise

2. Name of subcontractor/Vendor: __________________________________
   Phone #: ____________________________
   Address:_________________________________________________________
   Date of Offer to Participate:_________________________________________
   Date Offer was Declined:_____________________________
   Reasons Given for Declining: _______________________________________

   Please note all categories of ownership that apply:
   _____ African American Business Enterprise
   _____ Asian American Business Enterprise
   _____ Hispanic American Business Enterprise
   _____ Majority Enterprise
   _____ Native American Business Enterprise
   _____ Small Business Enterprise
   _____ Women-Owned Business Enterprise

(GOOD FAITH EFFORTS CHECKLIST continued on following page):
(GOOD FAITH EFFORTS CHECKLIST, page 3):

3. Name of subcontractor/Vendor: __________________________
   Phone #: ____________________________
   Address: ___________________________________________________________
   Date of Offer to Participate: ___________________________________________
   Date Offer was Declined : _____________________________________________

   Reasons Given for Declining:
   ___________________________________________________________________

   Please note all categories of ownership that apply:
   ___ African American Business Enterprise
   ___ Asian American Business Enterprise
   ___ Hispanic American Business Enterprise
   ___ Majority Enterprise
   ___ Native American Business Enterprise
   ___ Small Business Enterprise
   ___ Women-Owned Business Enterprise

4. Name of subcontractor/Vendor: ________________________________
   Phone #: ____________________________
   Address: ___________________________________________________________
   Date of Offer to Participate: ___________________________________________
   Date Offer was Declined: ______________________________________________
   Reasons Given for Declining:
   ___________________________________________________________________

   Please note all categories of ownership that apply:
   ___ African American Business Enterprise
   ___ Asian American Business Enterprise
   ___ Hispanic American Business Enterprise
   ___ Majority Enterprise
   ___ Native American Business Enterprise
   ___ Small Business Enterprise
   ___ Women-Owned Business Enterprise

END OF GOOD FAITH EFFORTS CHECKLIST
Rochester Schools Modernization Program
Certification of Eligible Business Enterprise (EBE) Financial Status

This Certification must be completed in full by any business intending to qualify as a certified Eligible Business Enterprise ("EBE") to provide labor, services and/or materials for any contract awarded under the Rochester Schools Modernization Program ("RSMP"), and submitted with the bid, proposal, or at such other time as permitted by the contract documents. Failure to timely provide a complete Certification, or to provide any back-up documentation as the Rochester Joint Schools Construction Board ("RJSCB") may reasonably require, may be grounds for disqualification from award of RSMP contracts.

I. ___________________________________________ certify that ______________________________ (herein, "Company") meets the requirements of the Rochester Schools Modernization Program (RSMP) definition of an Eligible Business Enterprise ("EBE") in the following category (see page 2 for additional categories):

(Please check box if applicable)

☐ "Small Business Enterprise (SBE)" shall mean a business concern which, together with its affiliates has no more than 15 employees and average annual receipts that do not exceed $2 million. Annual receipts shall be calculated in accord with the standard established under 13 CFR 121.104. Number of employees shall be calculated in accord with the standards established under 13 CFR 121.106. Affiliates shall be determined in accord with the standards set forth under 13 CFR 121.103.

NOTE: RSMP can only accept this application for consideration of Certification status in the Small Business Enterprise (SBE) category. Firms whose annual receipts over the last 3 years exceed $2,000,000.00 are not eligible to be a certified Small Business Enterprise (SBE).

I further certify that I am familiar with the annual receipts for Company, including affiliates, as calculated in accordance with the standards established under 13 CFR 121.104, and (please check one):

☐ Annual receipts over the last three (3) years were under $1,000,000.00.
☐ Annual receipts over the last three (3) years were between $1,000,000.00 and $2,000,000.00.
☐ Annual receipts over the last three (3) years were greater than $2,000,000.00.

I further certify as follows (please check the appropriate boxes below).

☐ Company has been in business three (3) complete fiscal years or more.
☐ Company has been in business less than three (3) complete fiscal years:

1. I can confirm that total receipts for the period the Company has been in business divided by the number of weeks Company has been in business, multiplied by 52, yields the following amount of total receipts (check one):

☐ Less than $1,000,000.00; or
☐ Between $1,000,000.00 and $2,000,000.00; or
☐ Greater than $2,000,000.00.
Please check the box for any existing certifications held by Company.

**NOTE:** Certification for the following three (3) categories is acquired by application and approval for M/W/DBE status by the State of New York (ESD), City of New York (NYCSBS), Dormitory Authority of the State of New York (DASNY), Port Authority of New York & New Jersey (PANYNJ) or U.S Department of Transportation (USDOT). RSMP does not award certification for the following categories. **

☐ "Minority-Owned Business Enterprise (MBE)" shall mean an independent concern that is at least 51% owned, operated and controlled by a minority who is a citizen of the United States, or a permanent resident of the United States.

☐ "Woman-Owned Business Enterprise (WBE)" shall mean an independent concern that is at least 51% owned, operated and controlled by female member(s) who are citizens of the United States or permanent residents of the United States.

☐ "Disadvantaged Business Enterprise (DBE)" shall mean a business enterprise where the majority ownership is by a disadvantaged individual citizen of permanent resident of the United States meeting the certification requirements for a disadvantaged business enterprise in New York.

** Firms certified in multiple EBE categories must select one category for purposes of each contract.

Please indicate which trades, services or commodities your business performs or offers:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

By signing below, I certify that I am the owner, principal, or other authorized agent of Company. I will notify Rochester Schools Modernization Program’s Independent Compliance Officer (ICO), if there are any changes that would alter the content of this Certification, within 30 days of such change occurring.

By: ____________________________
   (Sign)

Name: __________________________
   (Print)

Title: __________________________
   (Print)

Sworn to before me this _____ day of _____, 20__

Notary Public: _____________________

State: ___________________________

Registration Number: ______________

My commission expires: ____________
### Moving Furniture and Equipment

<table>
<thead>
<tr>
<th>JOB DESCRIPTION</th>
<th>Moving Furniture and Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENTIRE COUNTIES</td>
<td>Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates</td>
</tr>
<tr>
<td>WAGES</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Per hour: 07/01/2018</td>
</tr>
<tr>
<td>Driver-Heavy &amp; Tractor Trailer (capacity of at least 26,000 pounds Gross Vehicle Weight)</td>
<td>22.64</td>
</tr>
<tr>
<td>Driver-Light Truck</td>
<td>16.63</td>
</tr>
<tr>
<td>Helper</td>
<td>14.75</td>
</tr>
<tr>
<td>Packer*</td>
<td>13.17</td>
</tr>
</tbody>
</table>

*Packs, wraps, labels office furniture and equipment. Loads on to dollies.

**IMPORTANT INFORMATION:**

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

**SUPPLEMENTAL BENEFITS**

| Par hour: | $ 2.00 |

**OVERTIME PAY**

See (B, B2) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE
## JOB DESCRIPTION

Carpenter - Building

### ENTIRE COUNTIES

Livingston, Monroe, Ontario, Wayne

### PARTIAL COUNTIES

Wyoming: Only the Townships of Castle, Gainesville, Genesee Falls, Perry, Pico and Warsaw.

## WAGES

<table>
<thead>
<tr>
<th></th>
<th>07/01/2018</th>
<th>07/01/2019</th>
<th>07/01/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Building</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter</td>
<td>$29.42</td>
<td>$0.75</td>
<td>$0.75</td>
</tr>
<tr>
<td>Floor Layer</td>
<td>26.99</td>
<td>0.75</td>
<td>0.75</td>
</tr>
<tr>
<td>Diver-Dry Day*</td>
<td>30.42</td>
<td>0.75</td>
<td>0.75</td>
</tr>
<tr>
<td>Diver-Wet Day*</td>
<td>61.25</td>
<td>0.75</td>
<td>0.75</td>
</tr>
<tr>
<td>Diver Tender</td>
<td>30.42</td>
<td>0.75</td>
<td>0.75</td>
</tr>
</tbody>
</table>

*Diver rate applies to all hours worked on the day of the dive.

Note: Additional premium paid for the following work listed below.

Add $1.00 per hour for Certified Welder.

Add $1.50 per hour for Hazardous Waste Worker on hazardous sites requiring protective gear.

### Depth pay for divers:

- 0' to 80' no additional fee
- 81' to 100' an additional $0.50 per foot
- 101' to 150' an additional $0.75 per foot
- 151' and deeper an additional $1.25 per foot

### Penetration pay for divers:

- 0' to 50' no additional fee
- 51' to 100' an additional $0.75 per foot
- 101' and deeper an additional $1.00 per foot

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the ‘4 Day/10 Hour Work schedule’ as your normal schedule, you must submit an ‘Employer Registration for Use of 4 Day/10 Hour Work Schedule’ form PW30.1, and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

Per hour:

- Journeyman: $21.62
- Floor Layer: 16.60

### OVERTIME PAY

See (B, E, *E2, O) on OVERTIME PAGE

*Note - Saturday may be used as a make-up day at straight time when an employee misses work Monday through Friday, except where a doctor's or hospital's verification of illness is produced.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (3, 5) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of journeyman’s wage.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>$11.12</td>
<td>$11.12</td>
<td>$13.72</td>
<td>$13.72</td>
</tr>
</tbody>
</table>

Indentured prior to 01/01/2016
Wages per hour:

One year terms at the following percentage of journeyman’s wage:

Indentured after 01/01/2018

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wage</td>
<td>50%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>80%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
</tr>
</thead>
</table>
Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are "Per hour worked" (for each hour worked) unless otherwise noted

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>AA</td>
<td>Time and one half of the hourly rate after 7 and one half hours per day</td>
</tr>
<tr>
<td>A</td>
<td>Time and one half of the hourly rate after 7 hours per day</td>
</tr>
<tr>
<td>B</td>
<td>Time and one half of the hourly rate after 8 hours per day</td>
</tr>
<tr>
<td>B1</td>
<td>Time and one half of the hourly rate for the 9th &amp; 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours</td>
</tr>
<tr>
<td>B2</td>
<td>Time and one half of the hourly rate after 40 hours per week</td>
</tr>
<tr>
<td>C</td>
<td>Double the hourly rate after 7 hours per day</td>
</tr>
<tr>
<td>C1</td>
<td>Double the hourly rate after 7 and one half hours per day</td>
</tr>
<tr>
<td>D</td>
<td>Double the hourly rate after 8 hours per day</td>
</tr>
<tr>
<td>D1</td>
<td>Double the hourly rate after 9 hours per day</td>
</tr>
<tr>
<td>E</td>
<td>Time and one half of the hourly rate on Saturday</td>
</tr>
<tr>
<td>E1</td>
<td>Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours</td>
</tr>
<tr>
<td>E2</td>
<td>Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather</td>
</tr>
<tr>
<td>E3</td>
<td>Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week</td>
</tr>
<tr>
<td>E4</td>
<td>Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather</td>
</tr>
<tr>
<td>E5</td>
<td>Double time after 8 hours on Saturdays</td>
</tr>
<tr>
<td>F</td>
<td>Time and one half of the hourly rate on Saturday and Sunday</td>
</tr>
<tr>
<td>G</td>
<td>Time and one half of the hourly rate on Saturday and Holidays</td>
</tr>
<tr>
<td>H</td>
<td>Time and one half of the hourly rate on Saturday, Sunday, and Holidays</td>
</tr>
<tr>
<td>I</td>
<td>Time and one half of the hourly rate on Sunday</td>
</tr>
<tr>
<td>J</td>
<td>Time and one half of the hourly rate on Sunday and Holidays</td>
</tr>
<tr>
<td>K</td>
<td>Time and one half of the hourly rate on Holidays</td>
</tr>
<tr>
<td>L</td>
<td>Double the hourly rate on Saturday</td>
</tr>
<tr>
<td>M</td>
<td>Double the hourly rate on Saturday and Sunday</td>
</tr>
<tr>
<td>N</td>
<td>Double the hourly rate on Saturday and Holidays</td>
</tr>
<tr>
<td>O</td>
<td>Double the hourly rate on Saturday, Sunday, and Holidays</td>
</tr>
<tr>
<td>P</td>
<td>Double the hourly rate on Sunday</td>
</tr>
<tr>
<td>Q</td>
<td>Double the hourly rate on Sunday and Holidays</td>
</tr>
<tr>
<td>R</td>
<td>Double the hourly rate on Holidays</td>
</tr>
<tr>
<td>S</td>
<td>Two and one half times the hourly rate for Holidays, if worked</td>
</tr>
</tbody>
</table>
Prevaling Wage Rates for 07/01/2019 - 06/30/2019
Last Published on Dec 01, 2019

Published by the New York State Department of Labor

( S1 ) Two and one half times the hourly rate all additional hours.

( T ) Triple the hourly rate for Holidays, if worked

( U ) Four times the hourly rate for Holidays, if worked

( V ) Including benefits at SAME PREMIUM as shown for overtime

( W ) Time and one half for benefits on all overtime hours.

( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)
SUBSTITUTION FORM - Furniture Bid Specification

This form should be a line by line comparison of the substituted furniture item with the Basis of Design item as shown in the specifications included in the Bid Documents.

ITEM #: __________

DESCRIPTION: ________________________________

SPECIFICATIONS: (Included but not limited to: metal gauge, material thicknesses, connection details, caster/glide details, and other construction details as noted in the Bid Specifications). Copy all bid specifications and insert into the left hand column. Show how your product meets these specs in the right column.

<table>
<thead>
<tr>
<th>BASIS OF DESIGN SPECIFICATIONS IN BID</th>
<th>SUBSTITUTED PRODUCT SPECIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>•</td>
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<td>•</td>
</tr>
</tbody>
</table>

FINISH:

<table>
<thead>
<tr>
<th>BASIS OF DESIGN SPECIFICATIONS IN BID</th>
<th>SUBSTITUTED PRODUCT SPECIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>•</td>
<td>•</td>
</tr>
</tbody>
</table>

DIMENSIONS: (approximations W x L x H)

<table>
<thead>
<tr>
<th>BASIS OF DESIGN SPECIFICATIONS IN BID</th>
<th>SUBSTITUTED PRODUCT SPECIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>•</td>
<td>•</td>
</tr>
</tbody>
</table>
**SUBSTITUTION FORM - Furniture Bid Specification**

This form should be a line by line comparison of the substituted furniture item with the Basis of Design item as shown in the specifications included in the Bid Documents.

**ITEM #: __A-1________**

**DESCRIPTION:** _Rectangle Activity Table___________

**SPECIFICATIONS:** (Included but not limited to: metal gauge, material thicknesses, connection details, caster/glide details, and other construction details as noted in the Bid Specifications)

<table>
<thead>
<tr>
<th>BASIS OF DESIGN SPECIFICATIONS IN BID</th>
<th>SUBSTITUTED PRODUCT SPECIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>• 15-year product warranty</td>
<td>• &lt;insert warranty here&gt;</td>
</tr>
<tr>
<td>• Tabletop to be approximately 1-1/8” thick solid core high-performance particleboard</td>
<td>• &lt;insert tabletop thickness and material here&gt;</td>
</tr>
<tr>
<td>• Tabletop finish to be laminate in standard finish</td>
<td>• &lt;insert tabletop finish here&gt;</td>
</tr>
<tr>
<td>• Tabletop to have T-Mold Edge</td>
<td>• &lt;insert edge banding info here&gt;</td>
</tr>
<tr>
<td>• Frame to be constructed of 18-gauge steel</td>
<td>• &lt;insert frame construction here&gt;</td>
</tr>
<tr>
<td>• Frame finish to be scratch resistant</td>
<td>• &lt;insert frame finish here&gt;</td>
</tr>
<tr>
<td>• Legs to be adjustable in 1” increments with a range of 22” high to 30” high with self-locking screws</td>
<td>• &lt;insert leg adjustability info here&gt;</td>
</tr>
<tr>
<td>• Legs to be chrome; full length from underside of table to floor</td>
<td>• &lt;insert leg finish info here&gt;</td>
</tr>
<tr>
<td>• Legs to attach to table top with 4 heavy duty mounting plates</td>
<td>• &lt;insert leg attachment info here&gt;</td>
</tr>
<tr>
<td>• Legs to be supported to the mounting plate by a V-brace</td>
<td>• &lt;insert leg bracing support info here&gt;</td>
</tr>
<tr>
<td>• Glides to be self-leveling, adjustable and available for both VCT and carpet flooring</td>
<td>• &lt;insert glide details here&gt;</td>
</tr>
<tr>
<td>• Glides to color coordinate</td>
<td>• &lt;insert glide color here&gt;</td>
</tr>
<tr>
<td>• Minimum weight capacity to be 250lbs</td>
<td>• &lt;insert weight capacity here&gt;</td>
</tr>
</tbody>
</table>

**FINISH:**

<table>
<thead>
<tr>
<th>BASIS OF DESIGN SPECIFICATIONS IN BID</th>
<th>SUBSTITUTED PRODUCT SPECIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Bannister Oak Laminate Top</td>
<td>• &lt;insert tabletop finish here&gt;</td>
</tr>
</tbody>
</table>

**DIMENSIONS: (approximations W x L x H)**

<table>
<thead>
<tr>
<th>BASIS OF DESIGN SPECIFICATIONS IN BID</th>
<th>SUBSTITUTED PRODUCT SPECIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>• 24x48, 30x30, 30x60, 30x72, 36x72</td>
<td>• &lt;insert available tables sizes here&gt;</td>
</tr>
</tbody>
</table>
### Milestone Schedule – FF&E Bid – Spring 2019

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertisement of Bid</td>
<td>02/12/2019</td>
<td>RJSCB</td>
</tr>
<tr>
<td>Pre-Bid Meeting</td>
<td>02/25/2019 at 2:00PM</td>
<td>Vargas Associates</td>
</tr>
<tr>
<td>Pre-Bid Questions Deadline</td>
<td>03/04/2019 by 10:00AM</td>
<td>Bidders</td>
</tr>
<tr>
<td>Pre-Bid Answers/Addenda issued</td>
<td>03/06/2019 by 5:00PM</td>
<td>RJSCB</td>
</tr>
<tr>
<td>Bids Due</td>
<td>03/13/2019 by 2:00PM</td>
<td>Bidders</td>
</tr>
<tr>
<td>Product Samples Due</td>
<td>03/13/2019 by 2:00PM</td>
<td>Bidders</td>
</tr>
<tr>
<td>Additional Sample Request Notification</td>
<td>03/15/2019</td>
<td>Vargas Associates</td>
</tr>
<tr>
<td>Additional Samples Due</td>
<td>03/22/2019 by Noon</td>
<td>Bidders</td>
</tr>
<tr>
<td>De-Scoping Meetings</td>
<td>03/26/2019 &amp; 03/27/2019</td>
<td>Bidders/Vargas/RJSCB</td>
</tr>
<tr>
<td>Recommend Award</td>
<td>03/29/2019</td>
<td>Vargas Associates</td>
</tr>
<tr>
<td>Committee Meeting</td>
<td>04/04/2019</td>
<td>RJSCB</td>
</tr>
<tr>
<td>Board Approval</td>
<td>04/08/2019</td>
<td>RJSCB</td>
</tr>
</tbody>
</table>