



WAYNE - FINGER LAKES
Board of Cooperative Educational Services

Keith B. Henry
Assistant Superintendent
for Administration
KBHenry@wflboces.org
Office: 315.332.7428
Fax: 315.332.7409

Lisa A. Parkison, CPPO, CPPB
Purchasing Director
LParkison@wflboces.org
Office: 315.332.7415
Fax: 315.332.7409

Business Office
Eisenhower Building
131 Drumlin Court
Newark, NY 14513-1863

To: School Business Officials
Facilities Directors
Buildings & Grounds Directors

From: Linda McClean, CPPB

Date: January 14, 2019

Re: WFL 2019-55-01 Cooperative Plumbing Services Bid

The Wayne-Finger Lakes BOCES Cooperative Bid Committee has reviewed and awarded the Plumbing Services bid to **(2) two responsive and responsible bidders** who met all the terms of the specifications and offered the net lowest cost to the participants. Vendor Contact information:

PRIME VENDOR:

AP Plumbing

Frank Marino
1195 Ridgeway Ave.
Rochester, NY 14615
Phone: 585-723-9000; Fax: 585-225-8799
After Hours: 585-723-9000
Email: frank@aplumbing.com

SECOND VENDOR:

John W. Danforth Company

Cody Stevens, Design Build Sales Account Exe.
903 Old Dutch Road
Victor, NY 14564
Phone: 585-924-7030; Fax: 585-924-7916
After Hours: 585-924-7030
Email: cstevens@JWDanforth.com

Reference bid number **WFL 2019-55-01** and your PRC number (located on the upper left-hand side of your Prevailing Wage Schedule – attached) on all Purchase Orders. This bid is in effect until November 30, 2019.

General Conditions Highlights

SERVICE REQUIREMENTS:

Plumbing Contractor(s) shall furnish ***all labor, materials, tools, equipment, transportation and insurance required to perform Plumbing services as required by the Participants' Main Contact for this Contract or his Designee.***

These projects tend to be of a small nature but varied in type and do not fall within the bidding limits as set by New York State General Municipal Law 103. Typically, these projects tend to be of a short timeframe and do not lend themselves to the bidding process. In an effort to comply with the Participants' Purchasing Policy, General Municipal Law 104b and keep the needs of the Participants flowing, the Participants will contract with one or more companies to complete the aforementioned projects on an as needed basis.

The Plumbing Contractor(s) shall be able to ***respond to requests for job estimates within two (2) working days upon notification.*** The time used for inspecting and developing estimates are at the Contractor's expense. The Contractor shall provide "not to exceed" written estimates for each work project prior to commencement of any work. Estimate shall include:

- Total cost (Labor)
- Breakdown of cost (Labor-number of men, number of hours)
- Special equipment needs
- Other special conditions
- Specify what work to be done
- Number of days to complete the work and the number of days needed to start the job after receiving authorization from Participant(s).

Note: any specialized equipment which is rented by the Contractor for use on a project and is intended to be billed as a direct charge shall be identified on the initial Short Term Contract/Quotation Form and shall be charged to

the Participant at the actual cost to the General Contractor plus the percent mark-up over the Contractor's cost as per the proposal page.

All work shall conform to Federal, State, County and local codes, rules and regulations. The Contractor shall be responsible for obtaining all necessary permits before any work is started.

Workers shall wear proper attire for the work being performed, including appropriate personal protective and safety equipment, provided by the Plumbing Contractor at their own expense.

All services and repairs shall meet with the approval of the authorized Participant(s) representative. Should any repair work be performed without authorization, payment shall not be made. **Upon award, the contractor shall be supplied a list of authorized Participants' representatives.**

All work shall be performed in a safe manner with the approval of OSHA and PESH and BOCES safety requirements.

TRAVEL TIME:

All labor shall be billed from the time bidder's employee arrives at; to the time he departs from the Participant's job site. Participants will not accept nor authorize payment for travel time or expenses of service personnel to any of the locations. The only billable time will be for service work performed.

WARRANTY:

The Contractor shall warranty all work performed for a period of one year upon completion of the work. Any repair or replacement for any and all failures within that period will be at the expense of the Contractor. Materials provided by the Contractor shall carry material manufacturer's standard guarantee.

All work under this contract shall have a minimum, a one (1) year warranty from the date of final acceptance thereof against any latent defects, caused by workmanship or installation.

UNPLANNED WORK/SERVICE CALLS:

Shall be provided during and after normal work hours, twenty four (24) hours a day, 7 days a week, including holidays. Response time for this type of service call shall not exceed four (4) hours unless predetermined with an authorized Participant(s) Representative. Contractor shall only perform Plumbing service work, which is required. Repairs shall be performed only with the authorization of the Participant's Main Contact or his Designee. Should any repair work be performed without authorization payment will not be made.

Emergency repairs – an emergency shall be determined by the bid Participant Main Contact or Designee. Repairs of this nature would restore or correct an emergency arising out of an accident or other unforeseen occurrence or conditions whereby circumstances affecting public buildings, public property, the life, health safety which require immediate action that cannot await competitive bidding (or competitive offering), where participants property or the life, health and safety of participants inhabitants are affected.

When the bid Participant Main Contact or Designee informs the Contractor that emergency repair service is required, the Contractor must take whatever steps are necessary to expedite work. Required response time is four (4) hours from notification by authorized bid Participant Main Contact or Designee.

Within forty eight (48) hours of being contacted by the Participant, contractor must provide an email with amount for the service and a completed Short Term Contract form; details of the cost are not needed at this time. However, when submitting final invoice, invoice must show break down as indicated above. This is required for all unplanned work service calls including emergency repairs.

Invoice – The Contractor shall submit an invoice indicating day and hours worked, equipment serviced. Certified Payrolls must be included or invoice will not be processed for payment. All labor and material shall be invoiced and paid, as bid on the proposal pages.

Contract Process - Once all the awards are made, the Participant(s) will contact the Prime vendor when a project comes up. The two parties will meet, discuss the project and establish all of the necessary criteria. The Participant(s) will then supply the vendor with a "Short Term Contract/Quote Form" (copy enclosed) detailing the projects requirements, start and end date as well as any other pertinent information. The vendor will insert a totally inclusive price for the project in the appropriate place, include or attach a breakdown separating labor and materials, then sign and return the form to the Participant(s) within two (2) working days (for non-emergency work). If the Participant(s) feels the quote is in line with its estimate, they will issue a purchase order to the vendor. The vendor should use the purchase order as a notice to proceed.

Should the Participant(s) deem the quote to be in excess of what the Participant(s) is willing to pay for that particular project, the Participant(s) reserves the right to reject the quote and go Second Vendor and request a quote for the same project scope & time frame.

Or if the Prime vendor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the Participants reserve the right to go to the Second Vendor for that particular project only.

If the Prime and the Second do not return the Short Term Contract/Quote Form within the timeframe required, not available when contacted to perform emergency work, or quotes are in excess of what the Participant(s) is willing to pay for the particular Project, the Participants reserve the right to go outside the contract for that particular project only.

The Participant(s) will always give the Prime vendor the opportunity to perform the service, unless a pattern of non-responsiveness is shown, at which time the vendor's contract may be terminated and the Second vendor shall become the Prime.

Note: No work is to proceed or materials ordered until such time as a purchase order is received by the vendor for each specific project.

Changes - If changes in the work are required, they will be directed in writing by field order. In the event a change requires adjustment in costs, the following methods may be used:

- a. Agreed upon lump sum
- b. Verified cost for time and materials, plus a mark-up of 10% overhead and 10% profit.
- c. Processed with work and review at later date
- d. In no event may the contractor stop the work due to an inability to arrive at an agreed upon method of billing, but must proceed "under protest".

For more in depth information regarding this bid see attachment which includes information directly for this bid.

If you have any questions or comments, please contact me at (315) 332-7458.

Enclosures

COOPERATIVE PLUMBING SERVICES WFL 2019-55-01 BID
Effective until November 30, 2019

		PRIMARY	SECOND
		AP Plumbing	John W. Danforth Company
1. PREVAILING WAGE:			
	<i>Plumber</i>	15%	43%
2. MATERIALS:			
	<i>Percentage Above Vendor Cost (not to exceed 10%)</i>	0%	10%
3. SPECIALIZED EQUIPMENT:			
	<i>Percentage Above Vendor Cost (not to exceed 10%)</i>	0%	8%
4. SUBCONTRACTOR WORK:			
	<i>Percentage Above Vendor Cost (not to exceed 5%)</i>	5%	5%

GENERAL INFORMATION

1. SCOPE OF WORK:

1.1 This specification describes the requirements to furnish and supply all labor, equipment, materials and supervision for installations, repair work, emergency repair work and scheduled modifications to the Plumbing to all the Participants Facilities as needed. The Plumbing service's under this contract shall be for miscellaneous Plumbing work, on an as needed job specific basis for the Participants and their **locations listed on Attachment A**.

1.2 The Participants reserves the right to add to, or remove locations from the contract at any time.

1.3 The proposal shall establish hourly labor rates based upon the Prevailing Wage Rates for NYS for various trades covered by Plumbing services.

1.4 The Participants reserve the right to add to, or remove from, the contract at any time using Organizations, Departments, Agencies and School Districts when mutually agreeable with the awarded vendor(s).

2. TERM OF CONTRACT:

Any contract resulting from this bid shall be for a term not to exceed (12) twelve months or less from the date of award. Wayne-Finger Lakes BOCES reserves the right to renew any contract resulting from this bid for up to (2) two additional (12) twelve month periods or less by mutual agreement in accordance with the terms of the contract and by annual resolution by the Wayne-Finger Lakes Board of Education.

3. SHORT TERM EXTENSION:

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the BOCES, may be extended unilaterally by the BOCES for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), price, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

4. AMENDMENTS TO BID:

Any verbal information obtained from or statements made by representatives of Wayne-Finger Lakes BOCES at the time of examination of the documents or site shall not be construed as, in any way, amending contract documents. Only such corrections or addenda as are used by the BOCES in writing to all Contracts shall become a part of the Contract. Any addendum issued during the time of bidding shall be included in bids and become a part of the Contract Agreement.

5. DESCRIPTION OF BOCES:

The Board of Cooperative Educational Services (BOCES) was created by New York State legislation in 1948. Today, there are thirty-eight organizations in the State. Each has its own governing board, elected by members of the Boards of Education of the component districts. The primary purpose of the BOCES is to provide services to two or more member districts more effectively and economically than one district could provide alone. Each year, the component districts request the services they want their BOCES to provide in the following year. The various

requests for services and programs are assembled into an operating plan along with the associated budget. The State Department is required to approve all services before they can be provided to districts. Legal contracts are drawn up and approved by the district, the individual BOCES and the Commissioner of Education.

BOCES is an educational agency of the State, and must, therefore, adhere to all laws and regulations of the State of New York, which govern the public schools in the State, as well as regulations controlling the BOCES. BOCES receives most of its money from the member districts. In return, the member districts receive BOCES aid based on their relative wealth and need for the service. The various BOCES operate many programs. Generally, the largest programs are associated with Career & Technical and Special Education.

Wayne-Finger Lakes BOCES covers a four county region and supports 25 component school districts. Students served by BOCES are provided instructional programs including Career and Technical education, programs for children with handicapping conditions, and Adult Education.

6. BOCES' RESPONSIBILITY:

Although this bid was issued, evaluated, and awarded by the Wayne-Finger Lakes BOCES at the request of the Participants, BOCES' liability under contract is limited to coordination and BOCES issued purchase orders only. Districts are required to generate their own purchase orders (to the successful vendors) in accordance with the bid provisions and the attached schedule of awards.

7. PARTICIPANTS' RESPONSIBILITY:

Purchase Orders will be issued to the designated vendor(s) by the participants listed, authorized in accordance with established Municipal Accounting Practices. Those participants are solely responsible in contract for obligations entered into with the vendor(s).

8. OBLIGATION OF BIDDERS:

8.1 At the time of the opening of the bids, each bidder will be presumed to have read and be thoroughly familiar with the contract documents. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to the submitted bid.

8.2 A Contractor shall not plead misunderstanding or deception because of estimated quantities, character, location or other conditions the surrounding the same. Permission will not be given to withdraw, modify or explain any proposal of bid after it has been opened.

8.3 The proposal shall specify the costs in the manner hereafter described for which the items will be supplied according to the specifications, together with a unit price for each of the separate items as called for. Any proposal shall be deemed informal which does not contain prices set opposite to each of the several items for which there is a quantity exhibited in the itemized proposal.

8.4 **Site Visits:** Each bidder is encouraged to make one site visit to the locations listed above. Each bidder should inform himself fully of the conditions relating to the contract by visiting these sites. Please note: The bidder must complete the work as specified whether or not he visits the sites. Call site contacts for appointment for visit. **See Attachment A for Contact Information.**

9. BIDDER QUALIFICATIONS:

9.1 By submitting a bid, a bidder acknowledges and accepts the right of the BOCES, at their sole discretion, to apply whatever criteria they deem to be reasonable in determining whether or not a bidder has demonstrated its capability of meeting the terms and conditions of this contract.

9.2 A bidder must demonstrate that, immediately upon award of contract, the bidder is capable of meeting the terms and conditions of this contract. In order to be considered responsive, a bidder must be able to demonstrate the experience, personnel, financial stability, and systems requirements necessary to successfully perform this contract. This information is to be available, within three (3) days of request, to the BOCES as part of their review of qualifications.

10. JUDGEMENTS/LEGAL FINDINGS:

By submitting this bid for consideration, the vendor affirms that they currently have no judgments or other legal findings against the company of any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the Participants.

11. GUARANTEE:

The Contractor shall guarantee that the material/equipment offered is standard new equipment, latest model of regular stock product and in current production, and includes all parts regularly used with this type of equipment; also that no attachment or part has been substituted or applied contract to manufacturer's recommendations and standard practice. Every unit delivered shall be guaranteed against faulty material and workmanship for a period of twelve months unless otherwise specified. If, during this period, such faults develop, the unit(s) or part(s) affected shall be replaced without any cost to the Participant(s). When the manufacturer's standard guarantee for the complete unit or any component thereby exceeds twelve months the longer guarantee period shall apply.

12. IRAN DIVESTMENT ACT:

12.1 By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2015" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

12.2 During the term of the Contract, should Wayne-Finger Lakes BOCES receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, BOCES will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then BOCES/Participants shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

12.3 The Participants reserves the right to reject any bid, request for assignment, renewal or

extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

13. OTHER CONTRACTS:

The Participants reserve the right to purchase goods and services from any avenue legally available by NYS law throughout the duration of any contract resulting from this bid.

14. EXCULPATORY CLAUSE:

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act of omission to act of the Participants or any of its representatives and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

15. FORCE MAJEURE:

The Contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, or acts of God, or for any other acts not within the control of the Contractor and which by the exercise of reasonable diligence he is unable to prevent.

16. NO ARBITRATION:

Disputes involving this contract including breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. NON-ASSIGNMENT:

In accordance with NYS General Municipal Law 109, at no time during the duration of any contract resulting from this bid, shall the successful vendor be allowed to assign any portion of this contract to a third party without express written approval by the BOCES.

18. INDEMNIFICATION:

18.1 The successful bidder shall indemnify and save the Participants and all Participants employees/representatives harmless from and against all claims, demands, losses, costs, damages, suits, actions and proceedings by whomsoever made, brought or prosecuted and in any manner based upon arising out or, related to, occasioned by or attributable to the infringement or contribution to the infringement of any intellectual or industrial property right by the articles, methods, processes or act employed by, or plans, drawings, specifications another written data provided by, the successful bidder or its employees in concern with providing services(s) hereunder (including, without limitations, legal expenses on a solicitor and client basis).

18.2 The provisions of this section shall survive the expiration or sooner termination of this agreement.

19. NON-APPROPRIATIONS CLAUSE:

In accordance with New York State General Municipal Laws the Participants will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the Participant(s) harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the Participant(s). Issuance of a purchase order by the Participant(s) indicates that the Participant(s) currently has and has set aside adequate funds to procure the goods and services

indicated in the purchase order or contract. Should it become necessary for the Participant(s) to cancel a project or purchase after an order to proceed or purchase order has been issued, the Participant(s) will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

20. NEW YORK STATE SEXUAL HARASSMENT LAWS:

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.