



To: School Business Officials
Facilities Directors
Buildings & Grounds Directors

From: Linda McClean, CPPB

Date: November 12, 2021

Re: WFL 2022-51PW Cooperative HVAC Services Bid

The Wayne-Finger Lakes BOCES Cooperative Bid Committee has reviewed and awarded the HVAC 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:

Pipitone Enterprises, LLC
Stacey Pipitone
25 East Buffalo Street
Churchville, NY 14425
Phone: 585-293-0961; Fax: 585-293-0976
After Hours: Brian Hendricks, Service Manager
Phone: 585-797-4279
Email: brian@pipitoneenterprises.com

SECOND VENDOR:

LMC Industrial Contractors, Inc.
Lee Napolitano
2060 Lakeville Road
Avon, NY 14414
Phone: 585-509-0815; Fax: 585-226-3317
After Hours: Kevin Rampf
Phone: 585-226-6244
Email: service@lmcic.com

Reference bid number **WFL 2022-51PW** 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 from December 1, 2021 through November 30, 2022.

This bid was designed to award to a Prime and a Second vendor. *This particular bid was only awarded to a Prime Vendor due to only one bid received.* Anywhere in the body of the information below (or attached document) where it refers to a Second Vendor does not pertain to this bid. Therefore, in the sections noted as "Second Vendor", district will go off contract for this project only.

General Conditions Highlights

SERVICE REQUIREMENTS:

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

The Participants shall provide a scope of work (SOW) to the successful contractor for each project. Any estimates/design time charges must be included in the Not to Exceed Short-Term Contract and is subject to prevailing wage documentation as required by the NYS Department of Labor.

The HVAC Contractor(s) shall be able **to respond to requests for job estimates within two (2) working days upon notification.** Responses defined as making contact with participant and scheduling a meeting to discuss the project requirements. The actual meet does not have to happen within this timeframe. The Participants reserve the right to go to the Second Contractor for the project if Prime fails to respond as defined above. If neither the Prime nor Second Contractor respond accordingly the Participants reserve the right to go outside of contract for the project. 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 the following long with a copy of the Short Term Contract/Quotation Form (copy contained herein):**



- Total not to exceed cost
- Breakdown of cost:
 - labor: number of workers by title, number of hours
 - Materials
 - Overhead & Profit Allowance
 - If required:
 - Special equipment rental*
 - Sub-Contract work*

(*) **Note:** Any specialized equipment rented, or sub-contract work outsourced 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(s) at the actual cost to the General Contractor plus the percent mark-up over the Contractor's cost as per the proposal page.

- 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 BOCES.

Notes:

- (a) Short Term Contracts are maximum "not to exceed" estimates, and invoicing for work **should be based on actuals**.
- (a) The Participants will not pay for travel or any other expenses above or beyond those indicated in the Short-Term Quotation Form submitted for each project. All prices offered must be totally inclusive of all costs incurred by the Contractor. No additional costs may be added after award of the contract.

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 HVAC 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.

All work shall be performed in a safe manner with the approval of OSHA and PESH and BOCES safety requirements. Contractor shall be responsible for instructing contractor's employees in all applicable safety measures and requirements. All equipment used by the contractor shall be in safe operating condition at all times and be free from defects or wear which may in any way constitute a hazard to any person or persons on Participants' property.

All repairs shall be guaranteed for ninety (90) days on parts and labor. Any repair or replacement for any and all failures within that period will be at the expense of the Contractor.

TRAVEL TIME:

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

INVOICE: Contractor shall submit a request for payment that includes an invoice that:

- a) Indicates day(s) and hours worked
- b) Equipment serviced/description of work
- c) Any supporting documentation (if applicable to job) required for



- 1) Materials/supplies
- 2) Subcontractor including certified payrolls
- 3) Rental of equipment

Note: This information 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 Contractor** when a project comes up.

- (1) The two parties will meet, discuss the project, and establish all of the necessary criteria.
- (2) The Participant(s) will then supply the Contractor with a "Short Term Contract/Quote Form" (sample copy enclosed) detailing the projects requirements, start and end date as well as any other pertinent information including all that is noted in the **Instructions for Submittal with Short Term Contract** (contained herein).
- (3) The Contractor 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).
- (4) If the Participant(s) feels the quote is in line with its estimate, they will issue a purchase order to the Contractor. **The Contractor 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 Contractor** and request a quote for the same project scope & time frame.

Or if the **Prime Contractor** 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 Contractor** 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 Contractor** the opportunity to perform the service, unless a pattern of non-responsiveness is shown, at which time the Contractor's contract may be terminated and the **Second Contractor** shall become the Prime.

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

CHANGES: If changes in the work are required:

- a) Email with field order providing the information and value of change, must be sent to the Participant Contact within 24 hours of change.
- b) A return mail confirming receipt should be returned for the Contractor's records.
- c) 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. Proceed 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".

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 HVAC service work, which is required. Repairs shall be



WAYNE - FINGER LAKES
Board of Cooperative Educational Services

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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.

4.3 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.

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

Enclosures