

POST AWARD CONTRACT PROCESS

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 vendor for each specific project.

1. **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".
2. **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 according to what was submitted on Bid Form/Proposal pages.

3. WORK HOURS:

3.1 Normal work hours provided under this contract are defined as Mondays through Fridays, 7:30 AM to 4:00 PM. Workers assigned under this contract shall be required to sign in and out with Participant's authorized representative. Billable hours shall be verified with the log. Contractor shall respond on site calls for emergency repair or service within four (4) hours of notification. Most service repair calls will normally be prescheduled.

3.2 Billable hours under this contract are for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling, delivery, or movement offsite are not billable. No travel time to or from jobsites shall be compensated for. However, if Participant(s) authorizes the Contractor's employee(s) to travel between Participant's own jobsites during a normal workday, compensation shall be permitted.

3.3. Contractor owned equipment shall not be chargeable directly but should be considered as Contractor's overhead and shall be included in the hourly rates quoted for labor and services, other than equipment on the Bid Form.

4. UNPLANNED/EMERGENCY WORK SERVICE CALLS:

4.1 **Unplanned** - Shall be provided during and after normal work hours, twenty-four (24) hours a day, 7 days a week, including holidays. Acknowledgement of request for this type of service call shall not exceed four (4) hours with an authorized Participant(s) Representative. Work must be scheduled with the Participants Authorized Representative within twenty-four (24) hours. Contractor shall only perform the required Roofing service work. 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.***

4.2 **Emergency** - When the bid Participants Main Contact or Designee informs the Contractor that emergency repair service is required, the Contractor must acknowledge the request with the Participants Main Contact or Designee within ***four (4) hours of notification*** indicating when this service will commence. ***Contractor must report to the site within a twenty-four (24) hour period or, at the response time agreed upon with the Participants Main Contact or Designee.***

4.3 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 noted under ***Specifications, item 4.5***. This required for all unplanned work service calls including emergency repairs.

5. USE OF PREMISES:

5.1 Successful bidder shall be subject to facility use rules and shall sign in and out at the contact office whenever entering or leaving the premises.

5.2 The contractor shall confine his equipment and the storage of materials, if any, and the portion of his employees to the limits directed by law, ordinances, permits and the direction of the owner and shall not encumber the premises or any part thereof with his materials or equipment.

5.3 All work shall be accomplished in such a manner as not to interfere with the orderly conduct of the business of the Participant(s).

5.4 The Contractor shall take every precaution necessary to assure the protection of both persons and property while performing work under this contract. The Contractor shall be responsible for repairing and replacing anything damaged by his/her operations, within thirty (30) days after notification by authorized Participant's representative that damage has occurred, at no cost to the Participant.

5.5 It will be the responsibility of the Contractor to report to the Participant's Main Contact or his designee and damages found prior to any work at our site(s).

5.6 Since the buildings are occupied, personnel shall be instructed to refrain from unworkmanlike conduct while on the job.

6. CLEANING UP:

The Contractor shall at all times keep the premises and adjacent areas free from accumulations of waste material or rubbish. At the completion of the work, he/she shall remove from and about the premises, including adjacent areas all rubbish, tools and surplus materials used for work and shall have the area "Broom Clean" and ready for use. The Contractor shall provide dumpsters for such purpose if necessary. In case of a dispute, Participant(s) may remove rubbish and clean up, and then may charge the Contractor either by deduction of amounts unpaid to the Contractor, or by other means as determined to be fair and equitable by the authorized Participant(s) representative.

7. INSPECTION & TERMINATION OF CONTRACT:

7.1 The Participant's Facilities Director shall inspect and accept all work before final approval for payment.

7.2 Shall it be found that the quality of the service being performed is not satisfactory, and that the requirements of the specifications are not being met, the Participant's Main Contact or their designee may terminate the contract, giving 30 days written notice.

8. FAILURE TO PERFORM:

Should the Contractor fail to perform as requirement by the specifications, the Participant may cancel the order and terminate the contract. In such an event, the Participant will assume no responsibility for, nor will it reimburse the Contractor for any expense or loss to the contractor because of such termination or cancellation. The Participant will purchase the products/service on the open market and charge back the differences to defaulting Contractor.

9. COMPLAINTS:

Both Participants and Vendor(s) shall submit all complaints in writing to:

Wayne-Finger Lakes BOCES Business Office
Attn.: Lisa Parkison, NIGP-CPP, CPPO, CPPB
Purchasing Director
131 Drumlin Court
Newark, NY 14513-1863

Within four (4) days of occurrence. The Coordinator will maintain a file of all complaints that are submitted from both the Participants and the Vendor(s).

The BOCES reserves the right to reject any or all bids or to accept any proposal, which in the opinion of the BOCES is in the best interest of the Participants.

Instructions for Submittal with Short Term Contract

The Contractor shall provide maximum “not to exceed” written estimates for each planned work project prior to commencement of any work and within two (2) working days for any unplanned/emergency work. **Estimate shall include the following along with a copy of the Short-Term Contract/Quotation Form** (Sample copy contained on the following 2 pages):

- 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**.
- (b) 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.
- (c) Emergency Work as outlined on page 17, item **4.2 Emergency**.

SAMPLE

(Each Participant will have a form with their name)

Wayne-Finger Lakes BOCES

Short Term Contract/Quotation Form

Note: The following information is required as schedule “A” of a short-term contract for goods and services to the Wayne-Finger Lakes BOCES. Please fill in all information and return to the requesting department.

Department Requesting Contract: _____

1. **Company Name:** _____

Address: _____

2. **Representative (Signature):** _____ **Date:** _____

3. **Representative (Printed):** _____

4. **Telephone#** _____ **Fax#** _____

5. **Federal Tax I.D.# (or Social Security #)** _____

Note: This is required for payment of invoices

6. **Provide a complete description of products and/or services including quantities to be provided. Attach a complete description of work to be performed including breakdown of labor and materials.**

7. **Price to be paid less taxes. This must include ALL incidental costs: ie: travel, lodging etc..**

Price, complete per specifications \$ _____/Per _____ (hours, days, class, job, each, etc.)

8. **Start Date:** _____ **Completion Date:** _____

9. **Include a copy of your _____ (Contractor) (Consultant) Insurance Acord Sheet**
Note: Insurance certificates are required prior to any purchase order or contract being issued or any work being started the vendor is responsible for maintaining current insurance documentation on file with the BOCES.

Note: The above information will be used by the BOCES to generate a purchase order for the goods and/or services described. No goods or services included as a part of this form are to be supplied to the BOCES prior to the receipt of a purchase order by the vendor. If you have any questions concerning this form, please call the Wayne-Finger Lakes BOCES Purchasing Department at (315) 332-7415.

SAMPLE

WFL BOCES Short Term Contract

Page 2 of 2

The Contractor agrees:

- (a) That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the BOCES, the Contractor agrees to indemnify and hold harmless the Wayne-Finger Lakes BOCES, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and
- (b) To provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the Agreement and to bear all other costs and expense related thereto.