



To: School Business Officials
Facilities Directors
Buildings & Grounds Directors

From: Adam Pierce 

Date: December 28, 2023

Re: WFL 2024-54PW Cooperative Roofing Services Bid

The Wayne-Finger Lakes BOCES Cooperative Bid Committee has reviewed and awarded the Roofing Services bid to **Roofed Right America LLC of Milwaukee, WI** who met all the terms of the specifications and offered the net lowest cost to the participants. Vendor Contact information:

Roofed Right America LLC
Khary Penebaker
429 West Boden St.
Milwaukee, WI 53207
Phone: (414) 349-5009
Email: Khary@roofedright.com

Emergency after hours contact:
Todd Johnson
Phone: (585) 272-8050 Ext. 234
Cell: (585) 303-7726
Email: ToddJ@upstateroofingandpainting.com

Reference bid number **WFL 2024-54PW** and your PRC number (located on the upper right-hand side of your Prevailing Wage Schedule (attached) on all Purchase Orders. This bid is in effect until December 31, 2024.

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 receiving one bid.* 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 – ROOFING Contractor shall furnish all labor, supervision, tools, equipment, transportation, and insurance necessary to complete a variety of ROOFING assignments related to but not limited to installations, repair work, emergency repair work and scheduled modifications to ROOFING.

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.

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(s) at the actual cost to the Roofing Contractor plus the percent mark-up over the Contractor's cost as per the proposal page.

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

The Roofing Contractor shall coordinate with other trades performing work on designated projects (i.e.) general contractors, electricians, etc. if necessary. Participant(s) shall perform overall scheduling and phasing when other trades are involved.

All services and repairs shall meet with the approval of the authorized Participants' 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 Participant representatives.

All work shall be performed in a safe manner with the approval of OSHA and PESH and Participants 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 ROOFING 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.***

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 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.



WAYNE - FINGER LAKES
Board of Cooperative Educational Services

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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".

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) 332-7229 or email to wflpurchasing@wflboces.org.

Enclosures