

## 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 General Construction services to all the Participants Facilities as needed. The General Construction services under this contract shall be for miscellaneous General Construction work, on an as needed job specific basis for the Participants and their **locations listed on Attachment A**.

1.2 The proposal shall establish hourly labor rates based upon the Prevailing Wage Rates for NYS for various trades covered by general construction. These trades are:

- \* Carpenter (Building)
- \* Laborer (Building, any group)
- \* Mason (Building)
- \* Painter
- \* Wall Tiler (Building)

1.3 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. 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.

### 3. DESCRIPTION OF BOCES:

3.1 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.

3.2 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.

3.3 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.

**4. 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.

**5. 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).

**6. 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 (4) four 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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>

## **11. OBLIGATION OF BIDDERS:**

11.1 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.

11.2 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.

11.3 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.

11.4 **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.**

## **12. BIDDER QUALIFICATIONS:**

12.1 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.

12.2 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.

## **13. IRAN DIVESTMENT ACT:**

13.1 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 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/reggs/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.

13.2 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.

13.3 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.

**14. 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.

**15. 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.

**16. 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. This section shall not be construed to relieve Contractor from liability caused by the negligence or willful misconduct of Contractor, its officers, employees, or agents

**17. 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, County of Wayne.

**18. 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.

**19. INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the BOCES from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of contracted services, provided that such claim, damage, loss, or expense is attributed in whole or in part by negligent acts or omissions of the Contractor, his subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**20. INSURANCE:**

Insurance shall be procured, and certificate delivered prior to contract award or issuance of purchase order. However, all bids and quotes shall include the required proof of insurance forms with the response, failure to do so may deem the vendor non-responsive; ***Provide an ACORD form.***

***See Appendix D, which shows the insurance requirements for this solicitation and a sample ACORD form showing the correct coverage.***

**21. 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.

## SPECIFICATIONS

Periodically, the Participants have a need of outside Cooperative General Construction Services for a variety of projects. 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.

### 1. QUANTITY:

BOCES does not guarantee any quantities indicated on the proposal pages. They will be used for evaluation purposes only. The successful contractor(s) will be required to furnish quantities that may be more or less than the listed estimated quantities.

### 2. MINIMUM REQUIREMENTS TO BID:

2.1 **References:** All bidders shall include with the bid submittal, references of similar work that has been performed from **three current and active service accounts** with company name, address, contact person and phone numbers.

2.2 Service Personnel's:

- **Contractor must have a minimum of five years' experience** to perform the required General Construction Service project(s).
  
- **Service personnel shall have a minimum of three years' experience** in General Construction building repair, renovation, and/or emergency work. ***The bid submittal shall contain the names and work experience of the service personnel who will service this Contract.***

2.3 **Telephone Service:** Contractor shall maintain a continuous manned telephone service where the contractor can be reached twenty-four (24) hours per day, seven-days/week, Sundays and Holidays. Answering machines are not acceptable. Answering service is acceptable.

### 3. RESPONSIBILITY OF CONTRACTOR:

3.1 Prior to bidding, contractor shall carefully examine all equipment and specifications and shall make all necessary investigations required to inform himself thoroughly and fully as to the work required under these specifications.

3.2 ***The contractor shall:***

- Be responsible for all labor, material, tools/equipment, supervision and transportation to complete each project.
- The contractor shall adhere to all applicable local, state, and federal regulations in effect at the time of the project.
- The contractor shall be responsible for applying for, receiving, and paying for all necessary permits for all projects.
- No project shall be deemed complete until a representative from the ordering department or entity has inspected and approved the work.
- The contractor shall remove all debris and clean up the job site prior to the final inspection or as directed by the ordering department.

- The contractor shall maintain all required insurance coverage during the life of the contract.
- It is the responsibility of the contractor(s) awarded a contract as a result of this bid to pay all employees engaged in any work with Wayne-Finger Lakes BOCES and/or the Participants in accordance with the Prevailing Wage laws of the State of New York.

#### 4. SERVICE REQUIREMENTS:

4.1 General Construction Contractor shall **furnish all labor, supervision, tools, equipment, transportation and insurance necessary to complete a variety of construction assignments as required by the Participants' Main Contact for this contract or his Designee related to but not limited to building repairs, renovations and/or emergency services.**

4.2 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.

4.4 The Contractor shall provide "not to exceed" written estimates for each work project prior to commencement of any work. **Estimate shall include the following along 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 **shall 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.

4.5 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.

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

4.7 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.

4.8 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 always in safe operating condition and be free from defects or wear which may in any way constitute a hazard to any person or persons on Participants' property.

## 5. AVAILABILITY:

5.1 *The successful bidder shall be able to respond to **emergency situations within four (4) hours of request.*** When the Contractor is informed by the authorized Participant(s) representative that emergency service is required, the Contractor shall take whatever steps are necessary to expedite the work including overtime work, evenings, weekends and holidays as directed to do so by the Participant(s).

5.2 The successful bidder must provide the Participants with emergency contact information for nights, weekends and holidays.

## 6. LABOR:

Job requirements require that the Contractor's employees work with and at the direction of the authorized Participant's representative.

## 7. EQUIPMENT:

7.1 The General Construction Contractor is responsible for providing all tools and equipment necessary to efficiently perform all work in a professional workman like manner. The Certificate of Equipment is included in this package and shall be completed.

7.2 Specialized equipment and all materials shall be billed at contractor's cost-plus percent mark-up (as indicated on the proposal pages). Contractor shall submit rental company's invoice as documentation with his invoice.

7.3 Contractor is **not allowed to use Participant(s) equipment** for the fulfillment of this contract.

## 8. LAWS AND PERMITS:

8.1 Contractor shall comply with all Federal, State and Municipal Laws and as required, to perform all work as specified.

8.2 Contractor shall possess all qualifications and obtain any required licenses and permits to engage in the business of General Construction services within the jurisdiction where the work specified is to be performed. ***Proof of these items shall be provided to the Purchasing Director with Bid. Any requirements needed after the bid award that are project specific must be submitted to the Participant's Main Contact.***

## 9. CREW SIZE:

9.1 The Participant(s) shall approve the number of workers in a normal work crew. On complicated work assignments, additional workmen may be used if pre-approved by the Participant(s). Apprentices shall only be used when approved by the Participant(s) and in ratios allowed in the Prevailing Wage Schedule for Article 8 Public Work Projects.

9.2 No sub-contractor shall be permitted to work under this contract without the consent of the Participant(s).



9.3 Subcontractor's work shall be billed at Contractor's cost-plus percent mark-up (as indicated on the Proposal page).

**10. LABOR, MATERIAL AND OTHER RELATED COSTS:**

10.1 The Contractor's invoice shall list specifically the type of trade and name of employee utilized and the number of man-hours worked. The Contractor's labor charges shall correspond to the rate supplied with the bid. The bidder agrees and hereby certifies that all labor charges contained in the bid's invoices and vouchers shall be only those that were required and necessary to complete the required work. ***Certified payrolls shall be provided with all requests for payment.***

**10.2.1 Labor Costs:**

10.2.1.1 Contractor shall bid a labor rate in dollars per man hour for ***general construction services*** to make required repairs, replacements, and troubleshooting. ***Bidder must provide a list of qualified employees and must include qualifications with bid.***

10.2.1.2 The Contractor's invoice shall list specifically the type of laborer utilized and name of employee utilized and the number of man-hours worked. The Contractor's labor charges shall correspond to the rate supplied with the bid. The bidder agrees and hereby certifies that all labor charges contained in the bid's invoices and vouchers shall be only those that were required and necessary to complete the required work. Certified payrolls shall be provided with all requests for payment.

10.2.1.3 Invoices for labor must be billed to the next quarter hour of actual time worked (example: 8:00 AM to 9:10 AM would be billed 1 hour and 15 minutes). Invoices rounded to the next full hour will not be approved for payment.

10.2.1.4 All labor and materials shall be invoiced and paid, as bid, on the proposal pages.

10.2.1.5 Detailed description of all completed General Construction service work must accompany all invoices.

10.2.1.6 **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.

**10.2.2 Materials and Supplies:**

10.2.2.1 General Construction Contractor shall be responsible to provide a list of all materials and supplies needed for each task assignment. The Participant(s) shall provide the materials to the Contractor. On a limited basis, the General Construction Contractor may be requested to provide materials or supplies. The Contractor shall attach a copy of the invoice for materials supplied showing the Contractor's actual cost including any and all discounts offered by their suppliers. The contractor shall then be reimbursed for these supplies at the Contractor's cost-plus percent mark-up as specified on the Proposal Page.

- 10.2.2.2 Material used will be listed on the invoice by manufacturer name and model number and will be billed at a percentage mark-up. **Percent mark-up shall not exceed 10%.**
- 10.2.2.3 Documentation of material costs (invoices, etc.) of items greater than \$150.00 must be provided with Contractor's invoices.
- 10.2.2.4 The bidder agrees and hereby certifies that all parts and materials which he purchases shall be at the lowest price available at the time considering the prevailing conditions and circumstance for which it is required that the purchase be made.
- 10.2.2.5 Any Materials sent directly to the site of the Participant(s) ***will not be signed for. Contractor is responsible for getting all Materials to the jobsite. Participant(s) will not be in the chain of custody for Materials or Equipment needed for this project.***
- 10.2.2.6 Contractor shall have material data sheets on site for all applicable materials used during the performance of their work.
- 10.2.2.7 **Materials:**  
All materials used in the work shall be of the best grade of their respective kinds for the purpose.
- 10.2.2.8 **Tax on Materials:**  
In regard to any taxes applicable to this project, please acquire copy of form ST-120.1 from the NYS Department of Taxation and Finance and follow accordingly.

### 10.3.3 Specialized Equipment:

- 10.3.3.1 Specialized equipment shall be billed at contractor's cost plus percent mark-up (as indicated on the proposal pages). **Percent mark-up shall not exceed 10%.** Contractor shall submit rental company's invoice as documentation with his invoice.

### 10.4.4 Subcontract Work:

- 10.4.4.1 Contractor must receive approval prior to any subcontractor work. This approval must be granted by an authorized Participants' representative. Contractor shall submit subcontractor's invoice as documentation with his invoice. Subcontracted work will be kept to a minimum.
- 10.4.4.2 Subcontract work shall be billed at Contractor's cost plus percent mark-up (as indicated on the proposal pages). **Percent mark-up shall not exceed 5%.**
- 10.4.4.3 The bidder agrees and hereby certifies that all parts, labor and materials which he subcontracts shall be at lowest price available at the time considering the prevailing conditions and circumstances for which it is required that the work be performed. The Participant reserves the right to supply material when deemed in the best interest of the Participant.

**10.5.5 Additional Items:**

10.5.5.1 If the Contractor expects to incur any additional costs not specified in the above paragraphs, he must submit a list of those items and corresponding charges or schedule with his bid. There will be no additional charge for delivery or mileage. No other costs except those placed in the bid proposal at the time the bid is submitted shall be evaluated, considered or deemed acceptable charges by the Participants. The Contractor further agrees that should it be determined by the Participants that the Contractor is falsifying his invoices or partaking in fraudulent practice shall be considered material breach of terms of the contract. Nothing herein shall be considered to limit the authority of the Participants to prosecute any bidder or Contractor who violates the laws of the State of New York.

**10.5.6 Additional Services:**

10.5.6.1 During the term of the contract, the BOCES reserves the right to negotiate a price with the successful contractor(s) for any related services not covered in this bid solicitation and add those services to the existing contract.

**11. PREVAILING WAGES - See Attachment A for PRC numbers.**

**11.1 All vendors submitting bids are required to conform to all current NYS prevailing wage laws. The BOCES has included a copy of the most current prevailing wage rates as of the printing of this document. However, this has been done as a reference only. The vendor is responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. Current rates are available by calling the NYS Department of Labor at (585) 258-4505. Rates are also available via the Internet at:**

[Public Work and Prevailing Wage \(ny.gov\)](https://www.ny.gov/public-work-and-prevailing-wage)

11.2 The Participants will only pay and the vendor agrees to only charge prevailing wage rates to those employees of any organization that are required by New York State law to receive said rates in the course doing work for the Participants. The contractor agrees to verify all rates with the New York State Department of Labor prior to submitting a proposal and prior to doing any work for the Participants as well as to establish which of those workers involved in any part of a contract for the Participants are required by law to receive said rates.

11.3 NOTE: vendors currently on the NYS Labor Department Debarred list will not be considered for award of this contract. By submitting a bid for consideration, the vendor is indicating to the BOCES that they are currently in good standing with the NYS Department of Labor at the time of the bid.

**12. SAFETY:**

12.1 The Contractor shall adhere to all Federal, State, OSHA, PESH and Participant(s) rules while the work is in progress. Contractor is responsible for any damage to vehicles or structures resulting from the Contractor's negligence.

**12.2 Upon award Contractor(s) must supply their Safety Manual to each Participant's Main Contact.**

**13. 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

13.2 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.

**14. CANCELLATION CLAUSE:**

The Participants reserve the right to cancel the contract at any time during the contract term upon ten (10) days written notice of cancellation mailed to the address of the vendor(s).

**15. TERMINATION CLAUSE:**

Wayne-Finger Lakes BOCES reserves the right to terminate any contract resulting from this bid with (10) ten-calendar days written notice to the vendor. The BOCES agrees to show cause and allow the vendor the opportunity to rectify problems. However, if in the sole opinion of the BOCES, the vendor has not resolved the problem to the satisfaction of the Participant(s) in a timely and workman like manner, said contract shall be terminated and the vendor agrees to remove said equipment from Participant's property within seven (7) calendar days and refund the Participant(s) in full for the equipment within that same timeframe.

## 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. 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".
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 2 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.

### 4. UNPLANNED WORK/SERVICE CALLS:

4.1 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 General Construction 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.**

4.2 **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. However, when submitting final invoice, invoice must show break down as noted under **Specifications, item 4.3**. 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 be responsible for repairing and replacing anything damaged by his operations, within thirty (30) days after notification by authorized Participant's representative that damage has occurred.

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 vendor.

**9. COMPLAINTS:**

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

Wayne-Finger Lakes BOCES Business Office  
Attn.: Linda McClean, 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 19, 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 it 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.

## EVALUATION & AWARD DETERMINATION

### 1. BASIS OF AWARD:

1.1 ***The contract if awarded will be to the (2) two lowest responsive/responsible bidders for General Construction Services. Award will be based on the estimated hours worked and estimated dollars expended for material using the Calculation Scenario provided as an example.***

All quantities shown are estimates. The successful bidders will be required to furnish quantities that may be more or less than the listed quantities; lowest is Prime vendor, other is Second. Wayne-Finger Lakes BOCES guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The BOCES reserves the right to waive any informality or to reject any or all proposals, if the best interests of the Participants will be served. The BOCES may require any or all bidders to present evidence of experience, ability and financial standing as well as a statement as to the equipment which the bidder will have available for the executing of this contract.

1.2 The estimates are for evaluation purposes only. The successful contractor(s) will be required to furnish quantities that may be more or less than the listed estimated quantities.

1.3. It is clearly understood that because of the highly technical nature of the work to be performed under this contract that the qualifications and ability of each bidder will be considered in evaluating each bid.

### 2. AWARD OF BID:

2.1 The contract resulting from this bid invitation shall remain in effect from October 1, 2024, through September 30, 2025. Wayne-Finger Lakes BOCES reserves the right to renew any contract resulting from this bid for up to (4) four additional (12) twelve-month periods or less by mutual agreement in accordance with the terms of the contract.

2.2 The award, if any, will be made within forty-five (45) calendar days of the opening date. All successful vendors shall be notified by Wayne-Finger Lakes BOCES of any contracts they have been awarded.

### 3. PARTICIPATION - EXTENSION OF USE:

***Participation by other BOCES, School District, and/or Other Political Subdivision within New York State:***

Wayne-Finger Lakes BOCES reserves the right to allow all political subdivisions, municipalities, county, school districts, other BOCES, and not-for-profit organizations all authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and Wayne-Finger Lakes BOCES. Participation requires the filing of the appropriate Board Resolution with Wayne-Finger Lakes BOCES. The Participant list will be amended from time to time as additional resolutions are filed with the Purchasing Department at Wayne-Finger Lakes BOCES. Initial contact must be done thru Wayne-Finger Lakes BOCES by contacting the Purchasing Department at: [wflpurchasing@wflboces.org](mailto:wflpurchasing@wflboces.org).