

Jennifer E. Avery, Ed. D., Deputy Superintendent

ONC BOCES
2020 Jump Brook Road, PO Box 382
Grand Gorge, NY 12434
607-588-6291, ext. 2143 Fax: 607-588-7007
email: javery@oncbooces.org

July 16, 2019

RE: MISCELLANEOUS ELECTRICAL WORK BID #2020-02

Dear Vendor:

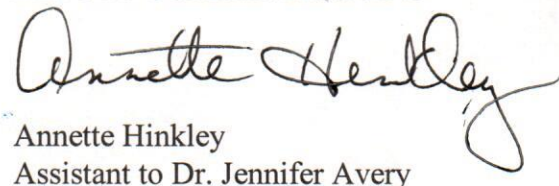
The Otsego Northern Catskills BOCES is soliciting bids for Miscellaneous Electrical Work for the Northern Catskill Occupational Center (NCOC) located in Grand Gorge, New York and the Otsego Area Occupational Center (OAOC) located in Milford, New York.

A bid packet is enclosed for your consideration. Also, additional copies of the bid may be obtained at our website at www.oncbooces.org under Quick Links. Please complete and return the bid request no later than 3:00 p.m. on August 13, 2019, at which time the bids will be opened and publicly read in the office of the Deputy Superintendent.

If you have questions concerning the bid, please contact Vincent Wojciechowski at 607-778-9729 or vw@oncbooces.org.

Sincerely,

JENNIFER AVERY, ED.D.
DEPUTY SUPERINTENDENT



Annette Hinkley
Assistant to Dr. Jennifer Avery

JBC/ah
Enclosures

<p>ONC BOCES Miscellaneous Electrical Work Bid #2020-02 SPECIAL CONDITIONS</p>

SECTION 1	INTRODUCTION
------------------	---------------------

1.1 OVERVIEW

It is the intent of the ONC BOCES to bid for Miscellaneous Electrical Work for the Northern Catskill Occupational Center (NCOC) located in Grand Gorge, New York and the Otsego Area Occupational Center (OAOC) located in Milford, New York. These sites are part of the ONC BOCES. Therefore, in accordance with General Municipal Law 103, sealed proposals for the Miscellaneous Electrical Work, as required by the Board of Education and set forth in the following specifications, will be accepted and opened on the day and hour listed within paragraph 1.2.

The ONC BOCES reserves the right to increase or decrease the work specified on this bid and to reject, for cause, any bid in whole or in part if in its judgment the best interest of the BOCES will be served.

The attached specification sheet identifies the electrical work that the BOCES wishes to complete.

1.2 KEY DATES - EVENTS

	DATE	TIME
BID RESPONSES DUE	August 13, 2019	3:00 pm
BID AWARD	August 21, 2019	
Bid Effective August 22, 2019- June 30, 2022		

SECTION 2

GENERAL PROVISIONS

2.1 BID RESPONSES

All costs incurred by the bidders in preparation, estimating and submission of a response are the total responsibility of the bidders. All proposals will become the property of ONC BOCES.

ONC BOCES reserves the right to select or reject all or part of any proposal submitted. ONC BOCES reserves the right to waive response informalities and accept clarifications or revisions as needed.

Bids must be received in a sealed envelope clearly marked “**Miscellaneous Electrical Work Bid**” no later than **3:00 p.m. on August 13, 2019 at the ONC BOCES Deputy Superintendent’s Office, PO Box 382, 2020 Jump Brook Road, Grand Gorge, NY 12434.**

Each bid shall include the following:

- Bid Sheet(s).
- Signed Bid Agreement.
- Non-Collusion Certificate.
- Iran Divestment Certificate

The bidder must express any concerns about or requests for clarification or interpretation of the bidding documents to Ms. Annette Hinkley, 607-588-6291 X2143, no later than three (3) days prior to the bid opening date. Bidder shall state clearly and in detail the basis for any such concern or request. Bidders shall not be allowed to take advantage of any errors or omissions in the specifications.

2.2 DEFINITIONS

The term "Vendor, Bidder or Contractor" used throughout this bid references the bidder and includes any of the vendor's agents, subcontractors or employees.

The term "Customer, BOCES, Owner or Board of Education" used throughout this document shall refer to the agency listed in Section 1.1.

2.3 PRICING

Bidders must indicate on the Bid Sheet the net price for the Miscellaneous Electrical Work and should reflect BOCES’ tax-exempt status.

PREVAILING WAGE RATES – PRC#2019009186

PREVAILING WAGES – PRC # 2019009186

All vendors agree to conform to all current NYS Department of Labor and prevailing wage laws. The ONC BOCES has applied for and has received a PRC number for this work, which has been included in this email as a link to the actual prevailing wage schedule issued by the State for this work. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (585) 258-4505. Actual rates are available via the internet:

<http://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1482833>

The ONC BOCES 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 of doing work for the BOCES. No payments will be made to any vendor covered under this contract prior the vendor supplying the ONC BOCES with certified payrolls in accordance with New York State Department of Labor regulations. Filing of payrolls with the ONC BOCES is a condition of the project payment.

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 ONC BOCES as well as to establish which of the those workers involved in any part of a contract for the BOCES is required by law to receive said rates Corporations and Partnerships submitting proposals are hereby informed that ALL personnel working on this project must be paid the prevailing rate in accordance with the current New York State Labor Laws in effect during the course of the project. **Company's requesting exemption from prevailing wage requirements due to sole proprietor status must provide proof (i.e. signed W-9).**

The electrical work requested must be completed as soon as possible. The contractor/vendor must supply a work schedule with each quote for specific electrical work, providing a completion date and outlining the timeline.

SUBCONTRACTORS:

The vendor for this project must supply the ONC BOCES with a complete list of subcontractors that may be used during the completion of this project. Said list of subcontractors must be supplied the PRC # and Prevailing Wage Rates and must agree to all the requirements listed above. Vendors failing to supply said list may be deemed nonresponsive and notification may be given to DOL. **List of Subcontractors must be provided with the bid at the bid opening. The awarded vendor must not utilize any persons convicted of sex offender crimes on this project.**

WORKER'S COMPENSATION INSURANCE

The awarded contractor shall maintain, during the duration of this contract, sufficient worker's compensation coverage in order to conform with the requirements of the laws of New York. **Proof of insurance must accompany the bid.** The vendors will be required to provide the BOCES with a certification of insurance prior to work starting, noting the BOCES's name.

Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities

Labor cost must reflect the current prevailing wage rates. Prevailing wage rates are available off the NYS Department of Labor website, listed above. If you do not have internet access and require a copy of the prevailing wage schedules, please contact Ms. Annette Hinkley at 607-588-6291, Ext. 2143. **If you are the sole proprietor of your business and have no other employees you may be exempt from the Prevailing Wage Rates.** Projected costs specified by the Contractor shall include all direct and indirect labor and overhead costs. The bidder shall have no claim to any additional costs should more service be required than the Contractor originally calculated.

No charges will be allowed for federal, state, or municipal sales and excise taxes, for which the BOCES is exempt.

All pricing must remain valid for a period of 1 year for each consecutive year of the 3-year contract after the bid is awarded. No charges will be paid by the customer except those specifically set forth herein. In this regard there shall be no additional fees, unless pre-approved by the BOCES in writing.

Products and services which are not specifically requested in the bid, but which are necessary to provide the functional capabilities of the Miscellaneous Electrical Work as specified within this bid and the Service proposed by the Contractor, shall be included in the bid.

WORKER NOTIFICATION A9052-S6240

Contractors must adhere to Labor Law §220, paragraph a, of subdivision 3-a, which has been amended effective February 24, 2008.

Any Public Works Contract in excess of \$250,000 must meet the OSHA 10-hour Construction Safety and Health Course (S-1537-A) requirements as outlined in Labor Law §220, section 220-h.

SPOTA BILL

The Spota Bill requires that the awarded Contractor(s) provide a Certified Payroll with each invoice. This requirement is connected to the Prevailing Wage Rate requirements. The filing of Certified Payrolls to the BOCES is a condition of payment.

2.4 BID SHEETS

The bid addresses the hourly rates for Miscellaneous Electrical Work for the 2019-20, 2020-21, and 2021-22 school years (labor). The cost of materials to complete the electrical work must accompany any quote provided for Miscellaneous Electrical Work throughout the 2019-20, 2020-21, and 2021-22 school years, respectively.

The electrical work must be completed with no extras required for completion to the expectations of the BOCES. There shall be no extra costs incurred.

No charges will be allowed for federal, state, or municipal sales and excise taxes, for which the BOCES is exempt.

The bid pricing for labor must include; all work necessary for the completion of the Miscellaneous Electrical Work throughout the 2019-20, 2020-21, and 2021-22 school years, respectively, including but not limited to: design, layout, and wiring, travel costs, site survey, site clean-up, training, etc. The Labor pricing shall reflect the NYS Prevailing Wage Rate Schedule as outlined on page 3. The bidder shall have no claim to any additional costs should the Miscellaneous Electrical Work take longer than the Contractor calculated.

All pricing must remain valid for a period of one year for each consecutive year of the 3-year contract after the bid is awarded. No charges will be paid by the customer except those specifically set forth herein. In this regard there shall be no additional fees, unless pre-approved by the BOCES in writing.

2.5 BIDDER QUALIFICATIONS

Bidders are asked to provide three (3) customer references, preferably schools.

REFERENCES:

1. _____
2. _____
3. _____



2.6 LAWS, ORDINANCES AND CODES

The successful bidder will comply with all Federal, State, County, and local laws, codes, regulations and ordinances applicable to the repairs of electrical work and equipment and the electrical installation thereof in schools.

All electrical repairs must conform to standard consumer safety performance specifications for electrical repairs for public and school use.

2.7 NON-COLLUSION DOCUMENT

All vendors must sign and return the non-collusion form.

2.8 TECHNICAL DATA

Each proposal for Miscellaneous Electrical Work throughout the 2019-20, 2020-21, and 2021-22 school years, respectively, must be accompanied with technical specifications and literature describing the work. Proposals received without technical data may not be considered.

2.9 LITIGATION

In the event either party is involved in any litigation brought in reference to this contract, or upon the settlement of a dispute out of court, if the BOCES is awarded the judgment it shall be entitled to recover from the non-prevailing party all of its reasonable attorney and court costs.

2.10 GENERAL CONDITIONS

All conditions set forth in these conditions and in the General Conditions are in effect unless specifically modified.

The BOCES may, without invalidating this agreement, order additional work or reduce work without a penalty charge. The terms and conditions can be made available for use by other governmental entities.

The submission of a proposal will be construed as an indication that the Contractor is fully informed as to the extent and character of the Miscellaneous Electrical Work required and can provide supervision satisfactorily to the full extent of the specifications without any extras.

By signing the agreement the bidder is stating that no member of the participating boards of education, or any officer, or employee thereof, is directly or indirectly interested in the proposal.

The bidder further agrees to comply with all the laws, rules and regulations as may be applicable to the fulfillment of this contract.

By signing the agreement to the conditions and stipulation of this bid, the bidder also certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency as set forth in the non-procurement debarment and suspension regulations (7CFR Part 3017) issued January 30, 1989 (54 FR 4722).

2.11 BID AWARD

The evaluation process, in determining which bid will result in an award, will consist of consideration being given to: price, workmanship, delivery time frame, qualifications, references and reliability.

Bids will be considered only from bidders whose financial resources; technical ability and experience are commensurate with the services to be performed.

The bid will be awarded on a total bid basis. The BOCES reserves the right to reject, for cause, any bid in whole or in part if in its judgment the best interests of the public will be served. The BOCES reserves the right to change the award basis.

Based on the final comparison of all bids, an award will be made to the lowest, responsive, responsible bidder as will best promote the public interest.

2.12 EMPLOYEE VERIFICATION REQUIREMENTS

All vendors providing services and/or products to the ONC BOCES resulting from an award of the attached bid are required to comply with all current State, Federal and local laws, rules and regulations as they pertain to the verification of the ability of each employee to legally work in this state and country. This includes all employees, subcontractors and their employees engaged in work covered by said contract. Contractors must maintain certified copies of Federal form I-9 for all employees and must supply a copy of these forms should it be required for verification by the BOCES. By submitting a bid for consideration by the BOCES, the vendors acknowledge that they have complied with and will continue to comply with all regulations and statutes concerning the verification of employee status.

2.13 NON-APPROPRIATIONS CLAUSE

In accordance with New York State General Municipal Laws the ONC BOCES 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 BOCES harmless for any contracts 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 BOCES. Issuance of a purchase order by

the BOCES indicates that the BOCES 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 BOCES to cancel a project or purchase after an order to proceed or purchase order has been issued, the BOCES 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.

2.14 CONDITIONS OF DELIVERY AND APPLICATION

The Contractor will provide the ONC BOCES with a work schedule which must accompany each quote for specific electrical work given throughout the 2019-20, 2020-21, and 2021-22 school years, respectively. Failure to provide a schedule may be cause for deeming the proposal non-responsive and therefore rejected.

Notification of award and receipt of an ONC BOCES Purchase Order may be sent shortly after the bid award is made and any miscellaneous electrical work **may occur as soon as possible after notification of the award once a quote for specific electrical work is submitted and scheduled**. The Contractor must **specify on the quote** the number of days required to complete the project under normal conditions and must indicate a guaranteed completion date.

If a delay of the miscellaneous electrical work is foreseen beyond the specified date, the Contractor must specify as such.

The bidder agrees to completely release the ONC BOCES from any and all contractual obligations should their material be rejected for cause.

The ONC BOCES may proceed to the next qualified bidder should the awarded bidder fail to meet any of the agreements outlined herein.

2.15 DETERMINING SITE CONDITIONS

Before submitting a quote for specific electrical work, each Contractor should make an examination of the area where the **electrical work** will be completed to ascertain the conditions, requirements and obstacles, if any exist, that may affect the completion of the electrical work.

Arrangements to examine the area should be made with Vincent Wojciechowski, Supervising Director of Facilities, to determine the site conditions. Failure to make proper examinations shall not relieve the successful bidder from the obligation to comply, in every detail, with all provisions and requirements of the bid documents, nor shall it be a basis for any claim whatsoever for alteration in any term or of this contract. Appointment to examine the area may be made by calling or emailing Vincent Wojciechowski at 607-778-9729 or vw@oncboces.org.

2.16 CONDITIONS OF DELIVERY

Please note that **the electrical work must be completed as soon as possible after notification of the acceptance of a quote for specific electrical work. All Miscellaneous Electrical Work for the 2019-20 school year must be completed no later than June 30, 2020; for the 2020-21 school year must be completed no later than June 30, 2021; for the 2021-22 school year must be completed no later than June 30, 2022;**

2.17 CONDITIONS OF DELIVERY - CONTINUED

Failure to produce electrical work that meets the provided technical specifications and quality standards will result in the rejection of the entire contract. The bidder agrees to completely release the ONC BOCES from any and all contractual obligations should their proposal be rejected for cause. The BOCES may proceed to the next qualified bidder should the awarded bidder fail to meet any of the agreements outlined herein.

If vapors or environmental issues are of a concern, the Contractor should make every effort to complete the replacement during times when the school is void of students, i.e. weekends, evenings, and/or holidays.

2.18 INSURANCE

The Contractor must provide the name of the insurance carrier for General Liability and Automobile Liability Insurance on the provided Contractors Agreement. The Contractor understands and acknowledges that the BOCES normally requests and secures certain insurance coverage to protect the public for injuries or damages arising out of negligence. The Contractor agrees to save, defend, keep harmless and indemnify the ONC BOCES, and all its agents from any and all claims, how ever caused, resulting from or in any way connected with the awarded Contractor's performance of the contract.

Applicant Insurance Requirements.

- a) General Considerations - It is a requirement of ONC BOCES that any Applicant when working or driving on ONC BOCES property shall agree to defend the BOCES and its employees against claims for damages arising out of the presence of the awarded applicant, his subcontractors or their respective employees, and/or agents. The purpose of these requirements is to protect the ONC BOCESs' financial position. A certificate of insurance, in the form satisfactory to ONC BOCES, evidencing said coverage shall be provided to the ONC BOCES prior to the commencement of the Agreement.
- b) The Applicant agrees to save, defend, keep harmless and indemnify the ONC BOCES and all is agents from any and all claims, how ever caused, resulting from or in any way connected with the awarded Applicant's performance of the contract.

- c) Minimum Limits of Coverage - Coverage shall be at least to the following minimum limits. If the Applicant has or obtains primary and umbrella excess policies, there shall be no gap between them. The awarded applicant shall maintain the following insurance for the duration of the bid award contract period.

General Liability and Automobile Liability

Property - min. \$1,000,000.00
Personal - min. \$1,000,000.00
or blanket coverage for \$1,000,000.00

2.19 FORCE MAJEURE

Neither party shall be liable to the other or be deemed in breach of this contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control specifically excluding their fault or negligence.

2.20 LICENSE AND PERMIT REQUIREMENTS

It shall be the responsibility of the successful Contractor to comply with New York State and Otsego and Delaware County Ordinances by securing the necessary permits and inspections that may be required for the commencement and completion of this project. All electrical personnel working on wiring installation must be licensed electricians.

2.21 SAFETY AND WORKMAN'S COMPENSATION

All Contractors performing services for the ONC BOCES are required and shall comply with OSHA Regulations.

The awarded Contractor shall maintain, during the duration of this contract, sufficient workman's compensation coverage in order to conform to the requirements of the laws of New York. Proof of insurance may be requested at anytime.

2.22 ASSIGNMENT

The Contractor shall not sell, assign, nor otherwise transfer any portion of the contract or the work responsibility and obligations hereunder, without written consent from the ONC BOCES.

2.23 DEFAULT AND TERMINATION

In the event the awarded Contractor shall default in any obligations or conditions set forth in this contract, the ONC BOCES will notify Contractor of such default in writing within 10 days. Within five (5) days of receipt of the notice of default from ONC BOCES, the Contractor shall acknowledge the receipt of the default by email or mail and shall outline the steps the Contractor will take to correct such default. The Contractor will than have ten (10) days to completely remedy the situation to the satisfaction of the ONC BOCES.

If the Contractor fails to correct the situation within the time specified, the ONC BOCES shall have all rights to terminate the contract with 10 days written notice. If the contract is terminated upon default, the ONC BOCES may obtain the required services to complete the project from another Contractor. The BOCES reserves the right to authorize immediate purchases of services from other sources against any terminated contract. On all such purchases the awarded Contractor agrees to reimburse the ONC BOCES promptly for excess cost above the awarded bid price caused by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such added purchases of services may be deducted from any contract payment owed to the original awarded Contractor for this reason all outstanding payments owed the original Contractor will be held until the project is completed.

The ONC BOCES guarantees that all purchases of electrical services specified herein, will be made from the lowest, responsive, responsible contractor, as long as the awarded contractor can supply the required materials to specification and in a time period specified. ONC BOCES is not obligated to purchase if budgetary funds become unavailable.

SECTION 3.0 SPECIFICATIONS

3.0 SPECIFICATIONS

The Contractor will guarantee to meet all standards set forth in the specifications outlined. Contractors will guarantee all materials used in fulfillment of this contract for a minimum period of three (3) years from the date of the electrical work. All defects shall be repaired or replaced at the successful Contractor's expense during this guarantee period.

Contractors shall have the proper facilities, special tools, and trained personnel to perform all the work required to fulfill this contract.

The awarded Contractor is solely responsible for the performance of all those employed or contracted either directly or indirectly. Any sub-contracting of the electrical work supervision must have prior approval of the ONC BOCES.

The Contractor shall not sell, assign, nor otherwise transfer any portion of the contract or the electrical work supervision responsibility and obligations thereunder, without written consent of the ONC BOCES.

Any damages or loss of BOCES property as a result of the Contractor's neglect, mishandling, lack of proper electrical work supervision must be repaired or replaced by the Contractor, to the satisfaction of the BOCES, prior to any additional payments by the customer.

3.1 WORK SITE REQUIREMENTS

At no additional expense, the Contractor must remove any all debris, trash and scraps created by the work performed. A clean and safe work site must be maintained at all times. The successful Contractor will insure all reasonable efforts are taken to protect all personnel, property, and materials in connection with the execution of the contract. The Contractor will insure the proper handling, safe operation and security of their equipment, tools and materials.

The Contractor will assume responsibility for any customer owned materials provided to the Contractor for the electrical work. All customers provided materials that are not installed will be returned to the BOCES. Any damages or loss of BOCES property as a result of the Contractor's neglect, mishandling, lack of proper protection must be repaired or replaced by the Contractor, to the satisfaction of the BOCES, prior to any additional payments by the customer. The Contractor must maintain adequate ventilation and vapor barriers around the worksite to avoid any environmental issues should such issues be of a concern.

3.2 WORKMANSHIP

All work will be performed in a professional manner in accordance with generally accepted industry standards and state and local codes and standards. The customer may inspect the work at any time and require safety, code, or workmanship irregularities, deficiencies or errors be corrected before proceeding. Any additional labor or materials required to make the appropriate corrections will not be billable in any manner to the customer. At the BOCES's discretion all further work may be halted until all improper or substandard workmanship and/or materials are corrected.

3.3 SCOPE OF WORK

Miscellaneous Electrical Work: Contractor will complete specific electrical work as requested by ONC BOCES throughout the 2019-20, 2020-21, and 2021-22 school years, respectively. Cost of materials to complete the electrical work must accompany any quote provided for Miscellaneous Electrical Work throughout the respective school year.

Electrical connections shall be upgraded as required. Awarded Contractor shall test the basic operation and thoroughly inspected the system upon completion. All electrical lines shall be disconnected from the original source while work is being conducted in a proper and safe manner.

It should be noted that the Miscellaneous Electrical Work will be performed in a public school building and that the health and safety of the school students shall be paramount in the scope of the work to be completed.

3.4 INSPECTION

At the time of the requested electrical work, the Owner shall visually inspect the work. Should the electrical work and/or workmanship not meet the specified criteria, the Contractor shall be responsible to fix the problem(s) to the approval of the ONC BOCES. This shall not exempt the Contractor from fulfilling any obligation of the warranty. The Contractor shall arrange with the ONC BOCES a mutually convenient date and time to perform the final approval inspection.

**BIDDERS AGREEMENT AND BID SHEET
ONC BOCES
Miscellaneous Electrical Work Bid #2020-02**

AGREEMENT

By submitting a bid, the bidder agrees to all the conditions and stipulations contained herein and on the enclosed General Conditions.

Signed: _____ Date: _____

Printed Name: _____ Phone: _____

Company Name: _____

Address: _____

Email Address: _____

Electrical Work Hourly Rates	2019-20 NCOC	2019-20 OAOC	2020-21 NCOC	2020-21 OAOC	2021-22 NCOC	2021-22 OAOC
Regular Hourly Rate:						
Emergency Hourly Rate:						
Overtime Hourly Rate:						

Note: Bidders may bid for Miscellaneous Electrical Work at either site (NCOC or OAOC) or at both sites according to their availability.

The Bid must be signed and returned with a signed Non-Collusion Statement and Iran Divestment Certificate in a sealed envelope clearly marked “Miscellaneous Electrical Work Bid” no later than 3:00 p.m. on August 13, 2019 at the ONC BOCES Deputy Superintendent’s Office, PO Box 382, 2020 Jump Brook Road, Grand Gorge, NY 12434.

Required Bid Documents: The following signed bid documents must accompany your bid response in order to be accepted.

- Bid Sheet and Bidders Agreement Sheet
- Non-Collusion Sheet (Bid Certificate)
- Iran Divestment Certificate