

NOTICE TO BIDDERS

The Jefferson-Lewis-Hamilton-Herkimer-Oneida Board of Cooperative Educational Services, 20104 State Route 3, Watertown, New York, (in accordance with Section 103 of Article 5-2 of the General Municipal Law) herein called the Owner, invites the submission of sealed bids for:

MISCELLANEOUS HOURLY CONSTRUCTION WORK WITHIN THE B.O.C.E.S. FACILITIES

Bids will be received by the Jefferson-Lewis BOCES, 20104 State Route 3, Watertown, New York 13601, until 10:00 a.m. local time on Thursday, June 4, 2015, at the office of Michele Traynor, Assistant Superintendent for Business.

The Information for Bidders, Form of Proposal, and Specifications may be examined and copies obtained at the Jefferson-Lewis BOCES Administration Office located at 20104 State Route 3, Watertown, New York.

The Owner reserves the right to waive any informality in or to reject any or all bids. No bidder may withdraw his bid within forty-five (45) days after actual opening thereof.

MISCELLANEOUS HOURLY CONSTRUCTION WORK

GENERAL INFORMATION FOR BIDDERS

1. Prices will be in effect for the period commencing July 1, 2015, and ending June 30, 2016 unless changes in the prevailing wage rates occur.
2. No bids will be considered without the completion of the Non-Collusive Bidding Clause which includes the signature of the bidder or his representative.
3. The Board reserves the right to reject any or all bids or proposals.
4. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
5. Delivery is to be made to the location(s) designated in the bid.
6. Proposals shall be enclosed in a sealed envelope and marked "Miscellaneous Hourly Construction Work."
7. All bids received after the designated time stated in the specifications will not be considered by the Board and will be returned unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by the employees of the Post Office or of the school district. Whether sent by mail or by means of personal delivery, the bidder assumes the responsibility for having his bid deposited with the Office of the Assistant Superintendent for Business on time.

BID SPECIFICATIONS FOR
MISCELLANEOUS HOURLY CONSTRUCTION WORK

In accordance with the Jefferson-Lewis BOCES procurement policy, the BOCES is seeking proposals from qualified contractors for miscellaneous work for the 2015-2016 fiscal year under the following categories:

- Carpenter
- Electrician
- Plumber and Steamfitter
- Mason
- Painter
- Apprentice

Utilization of these services will be for work that is needed beyond the scope or availability of school employees. It is possible that no work orders will be issued under this proposal. Work completed will generally be on an hourly basis and for projects not requiring competitive bidding under General Municipal Law. Not to exceed budgets may be requested by the BOCES on a project basis. General Construction NYS wage rates shall apply. Contractors wishing to be considered for miscellaneous work shall submit an hourly rate for applicable categories and shall be all inclusive including supplemental benefits, applicable taxes, workers compensation, overhead and profit. Contractors shall be fully insured for the category submitted, and be able to produce a Certificate of Insurance to the BOCES upon request. Payment for work completed will be paid within thirty (30) days of approval of invoice. Detailed requirements are available at the Jefferson-Lewis BOCES Offices at 20104 State Route 3, Watertown, New York. Please submit proposals to the attention of Michele Traynor, Assistant Superintendent for Business by the close of business on June 4, 2015.

AWARD OF CONTRACT

The BOCES reserves the right to award work on the basis of overall advantages to the purchaser with respect to the aggregate of separate items and estimated overall requirements, (i.e., the right is reserved to award separate items to different contractors.)

TRANSFER OR SUBCONTRACTING OF CONTRACT

No contractor to whom any contract for this proposal shall be awarded shall assign transfer, convey, sublet, or otherwise dispose of the same or his right, title, or interest therein, or his power to execute such contract, to any other persons or corporation without the previous consent of the BOCES.

BIDDERS' QUALIFICATIONS

The BOCES reserves the right to examine the responsibility of proposers for contracts and proposed subcontractors on a case-by-case basis, including but not limited to an examination of the skill, judgment, integrity, good faith, sufficiency of financial resources, quality of execution, performance and conduct on prior similar contracts, and labor practices of a proposal and/or or a proposed subcontractor; and to investigate and consider the background of such proposers and subcontractors for this purpose, including their ownership, management, affiliation, history of past performance, and compliance with relevant state and federal laws and regulations.

CANCELLATION

The BOCES reserves the right to refuse any services and to cancel all or any part of the contract if the contractor fails to meet delivery or performance dates.

INSURANCE COVERAGE

A. The successful bidder shall provide the BOCES with a Certificate of Insurance and an “Additional Insured – Owner, Lessees or Contractors – (Form B)” endorsement, ISO form CG 20 10 11/85 or its functional equivalent naming the BOCES as additionally insured on the contractor’s general liability insurance policies. The policy shall:

- (i) be an insurance policy from an A.M. Best rated “secured”, “A” minus or better, New York State Admitted insurer;
- (ii) provide for thirty (30) days’ notice of cancellation;
- (iii) state that the organization’s coverage shall be primary coverage for BOCES and their Boards, administration, officials, employees, and volunteers.

B. The successful bidder shall provide the BOCES with a Certificate or Proof of Insurance Coverage for a minimum of:

Bodily Injury and Property Damage and Liability -	\$1,000,000 per occurrence And \$2,000,000 aggregate
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INDEMNIFICATION

The contractor shall indemnify, defend and hold harmless the BOCES, their officers, administrators, faculty, employees and agents, from and against any and all charges, complaints, claims, demands, judgments, causes of actions, and suits brought for personal injury, death, property damage and any other losses, damages, charges or expenses, including insurance deductibles, attorney fees, litigation expenses, and other costs incurred as a result of contractor’s negligent acts or omissions or the improper performance of or breach of the contract or from any incident occurring in conjunction with or as a result of, the contractor’s performance of the contract. The fact that contractor has obtained insurance coverage as required by this RFP/Bid Invitation shall not relieve the contractor’s obligation to defend and indemnify as provided under this Section.

PROTECTION

Contractor shall be held liable for any injury to persons and/or property during the execution of his work.

Contractor shall take all safety measures required or affirmed during execution of his work.

CONTRACTOR’S LIABILITY INSURANCE

The contractor shall maintain such insurance as will protect him from claims under Workman’s Compensation Acts and other employee benefit acts; from claim for damages because of bodily injury, including death, to his employees and all others; and from claims from damages to property--any or all of which may arise out of or result from, the contractor’s operations under this contract.

This insurance shall be written for not less than any limit of liability as specified in other sections of this agreement and name the BOCES as additional insured. Certificates of such insurance shall be filed with the BOCES.

WAGES AND SALARIES/PRC SCHEDULE

Responders must agree to conform to Section 103-a,b,c and d of the General Municipal Law of the State of New York.

The wages and supplements to be paid to building service employees performing work in connection with the care or maintenance of an existing building for a contractor under a contract with a public agency must not be less than the prevailing rate of wages and supplements paid for the same occupation in the locality of the work.

Such a schedule constitutes the minimum rates payable and must be incorporated in the contract for the work. The schedules have been prepared in accordance with Section 220 of the New York State Labor Law.

PAYROLL RECORDS

Contractor is responsible for providing the BOCES with certified payroll records for employees assigned to the BOCES project work throughout the duration of the contract/project.

INDIVIDUAL PROJECT SCOPE OF WORK

Contractor is responsible for providing BOCES with detailed scope of work and related costs for each project *prior* to the initiation of work. No additions/substitutions/deletions will be made to the scope of work without approved written change orders.

PROVISIONS REQUIRED BY LAW INSERTED

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted therein and the contract shall be read and shall be enforced as though so included therein.

PROTECTION OF LIVES AND HEALTH

Each contractor and subcontractor shall comply fully with all applicable provisions of the laws of the State of New York, the United States of America and with all applicable roles and regulations adopted or promulgated by agencies or municipalities of the State of New York or the United States of America. The contractor alone shall be responsible for the safety, efficiency and adequacy of the contractor's work, plant, appliances and methods, and for any damage which may result from the failure to comply or the use of improper methods.

STATE AND FEDERAL LABOR LAW PROVISIONS

It is hereby agreed that all applicable provisions of the labor law of the State of New York and the United States shall be carried out in the performance of this work.

MODIFICATION

This writing contains the entire agreement of the parties with respect to the subject matter hereof. No representations were made or relied upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any term of this contract unless done in writing and signed by an officer of the parties.

JURISDICTION AND VENUE

All actions or proceedings relating to this contract, its existence, validity, performance or nonperformance, seeking the enforcement or interpretation of its terms or remedies for its breach shall be brought only in the Supreme Court of the State of New York for the County of Jefferson, and all parties consent to the exclusive jurisdiction and venue of such court and waive the defense of forum non conveniens.

NOTICES

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by messenger, transmitted by fax, email, or mailed by registered or certified mail, postage prepaid, to the respective parties at the following addresses or at such other addresses as shall be specified by like notice as provide in the Certification of Compliance.

FORM OF PROPOSAL
Jefferson-Lewis BOCES
Miscellaneous Projects

The Undersigned _____
(Contractor)

(Address) (Zip Code)

Hereby certifies that he/she has examined and fully comprehends the requirements prepared by the BOCES for miscellaneous labor for the fiscal year 2015/2016. To furnish all labor, materials, supplies, plant and equipment and other facilities to properly perform the work for the total:

Hourly Rates - Watertown Campus

Carpenter	\$ _____/hr.
Electrician	\$ _____/hr.
Plumber	\$ _____/hr.
Mason	\$ _____/hr.
Painter	\$ _____/hr.
Apprentice	\$ _____/hr.

Hourly Rates - Glenfield Campus

Carpenter	\$ _____/hr.
Electrician	\$ _____/hr.
Plumber	\$ _____/hr.
Mason	\$ _____/hr.
Painter	\$ _____/hr.
Apprentice	\$ _____/hr.

If the Bidder does not choose to provide rates for all categories, insert "No Bid".

(Name of Bidder)

Signed _____

Title _____

Street _____

City/State _____ Zip _____

Phone _____ Fax _____

Date _____

BID PROPOSAL CERTIFICATIONS

Firm Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal here-after made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

A. 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 to the best of its knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award no shall any award be made where A. (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where A. (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award by made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

(1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

(2) Any bid hereafter made to any subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by stature, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Authorized Signature _____

Title _____