

**UTICA CITY SCHOOL DISTRICT
BOARD OF EDUCATION
929 YORK STREET
UTICA, NEW YORK 13502**

**SPECIFICATIONS AND BID PROPOSAL FORM FOR
HVAC
(HEATING VENTILATION AIR CONDITIONING)
SYSTEM SERVICES FOR THE PERIOD
OF JULY 1, 2023 THROUGH JUNE 30, 2024**

Bids will be accepted until 11:00 am on May 23, 2023

Dated: April 26, 2023

LEGAL NOTICE

The Board of Education of the Utica City School District invites proposals based on the Specifications and Bid Proposal Form provided for:

HVAC SYSTEM SERVICES

Proposals must be delivered to the office of the Purchasing Agent of the Utica City School District, 929 York Street, Utica, New York, prior to 11:00 a.m. on May 23, 2023 at which time they will be publicly opened and read. The proposals are to be based on specifications entitled "Specifications and Bid Proposal Form for HVAC System Services for the period of July 1, 2023 through June 30, 2024", copies of which together with bid forms are on file and may be secured at the office of the Purchasing Agent of the Utica City School District, 106 Memorial Parkway, Utica, New York. Bid documents may be obtained digitally in PDF format. Request documents via email to Rebecca LaPorte at rlaporte@uticaschools.org. Proposals signed by bidders shall be enclosed in a sealed envelope, addressed to Purchasing Agent, and marked in red in the lower, left-hand corner:

HVAC SYSTEM SERVICES

Before submitting their proposals, bidders shall examine the specifications as contained herein and base their bids upon these specifications. The Board of Education reserves the right to reject any or all bids or to award all or any part of the bid. In cases where the Utica City School District receives two or more identical bids, the School District reserves the right to accept one bid only on the basis of a random selection process.

The successful bidder must promptly execute a satisfactory contract, guaranteeing the faithful fulfillment of the terms of the contract.

**BOARD OF EDUCATION
UTICA CITY SCHOOL DISTRICT**

Purchasing Agent

GENERAL REQUIREMENTS

1. The Purchasing Agent of the Utica City School District shall have full power and authority to reject any and all materials furnished that are not in strict conformity with the requirements of these specifications and shall not be liable for payment for such items.
2. Proposals MUST be enclosed in a sealed envelope, addressed to Purchasing Agent, Administration Building, 929 York Street, Utica, New York 13502, and marked in red in the lower, left-hand corner of the envelope: **HVAC** & Proposals must be received by 11:00 am on May 23, 2023.
3. Whether sent by mail or any other means, the bidder assumes responsibility for having his/her bid received by the District by the appointed time. Any bids received after the time and date herein designated will be returned to the bidder unopened.
4. Prices must remain in effect for the period of July 1, 2023 through June 30, 2024.
5. In cases where the District receives two or more identical bids, the District reserves the right to accept one bid only on the basis of a random selection process, i.e., toss of a coin. Bidder must meet all specifications in order to be awarded this bid. All bids shall be deemed final, conclusive and irrevocable, and no bid shall be subject to correction or amendment for any error or miscalculation.
6. The contractor agrees that, in selecting its employees to perform the tasks and services contained in this agreement, it will not discriminate on the basis of race, physical handicaps, or other physical limitations. The contractor further agrees that it will make reasonable accommodations to the known physical or mental limitations of any qualified disabled applicant and/or employee and will document any specific, reasonable accommodation requested, made, or denied and the basis for such denial.
7. Faxed proposals are unacceptable.
8. Please return this entire bid package with your proposal on May 23, 2023, by 11:00 am. Incomplete proposals may be rejected in the sole discretion of the District.
9. These instructions and general requirements are to be considered an integral part of all proposals.
10. Please contact Mike Ferraro, Chief Operations Officer at (315) 792-2231 with any questions.
11. No charge will be allowed for cases, boxes, carboys, bottles, etc. nor for freight expenses expressage or returned to the bidder or contractor and none will be paid for by the Board of Education. Such empty cases, boxes, etc. shall be removed by

GENERAL REQUIREMENTS

the bidder or contractor at his own expense.

12. Simultaneously with his delivery of the executed contract, the successful bidder must deliver to the Board of Education an executed performance bond and an executed payment bond in the amount of One Hundred percent of the accepted bid for faithful performance of the terms, covenants and conditions of the contract, for the full payment of all persons performing labor or furnishing materials and equipment in connection therewith and the full payment of all sub-contracts. The period of coverage of the Performance Bond shall be to the date of the acceptance of materials, equipment, and/or services as completed by the Board of Education of the materials, equipment, and/or services rendered. The form of such performance bond, payment bond and the sufficiency of the sureties shall be as hereinafter set forth. The contractor shall pay the premium on all bonds.
13. In contracts and/or purchase orders involving the installation of any materials and or equipment, and in contracts and/or purchase orders arrived at through competitive bidding for the provision of any service, including building demolition, the successful bidder shall take out and maintain until the accepted completion of the work, Worker's Compensation Insurance for all of his employees on the site of the project, and in case any work is sublet, the successful bidder shall require the sub-contractor similarly to provide Worker's Compensation for all of the latter's employees so as to keep the Board of Education free from blame in one, any and/or series of occurrences involving sickness and/or personal injury.
14. In contracts and/or purchase orders involving the installation of any materials and/or equipment, and in contracts and/or purchase orders arrived at through competitive bidding for the provision of any service, including building demolition, the successful bidder shall take out and maintain until the accepted completed of the work, Public Liability and Property Damage Insurance as shall protect him, and any sub-contractor performing work covered by these specifications and the Board of Education, from claims for damages for personal injury, including accidental death, as well as from claims resulting for property damage which may arise from any operation in connection with these specifications, whether such operation be by himself, any sub-contractor or by anyone directly or indirectly employed by them. Public Liability Insurance shall be in an amount not less than \$500,000.00 for injuries, and subject to the same limit including wrongful death, to any one person for each person in an amount less than \$1,000,000.00 on account of one accident. Property Damage Insurance is to be in an amount not less than \$300,000.00 for damages on account of all accidents. Such insurance shall be so written to indemnify and save the owner harmless from liability upon any and all claims for damages on account of such injuries to persons or damage to property or on account of any negligence, fault or default of the contractor, whether such damages or injuries be attributable to the negligence of the owner, the contractor, or any sub-contractor, the employees of either or otherwise. The liability of the contractor is

GENERAL REQUIREMENTS

absolute and is not dependent upon any question of negligence on his part. Certificates of Insurance on the foregoing will be required from the successful bidder before work is commenced.

15. Where installation of any material and/or equipment is called for, the bidder shall have had at least two years of experience in the type of installation specified and shall submit proof by reference to similar installations he has made.
16. The Utica City School District has an interest therein or in the supplies to which it relates, or any portion of the profits thereof.
17. At the time of the opening of the bids, each bidder will be presumed to have inspected the site and to have examined and to be thoroughly familiar with the drawings, general requirements, and specifications, including all addenda thereto. The failure and/or omission of any bidder to receive or examine any drawings, forms, instructions, or documents, shall in no way relieve such bidder from any obligation in respect to his bid.
18. Any addenda sent to the contractors shall be as binding and take precedence over the original part of the specifications to which they refer. Interpretations and clarifications of all parts of the specifications may be obtained from the Building and Grounds Department on or before the date of the opening of the bids. After the opening of the bids, all interpretations and meanings of the specifications will be made by the Director of Support Services.
19. Each bidder is required to complete and include the Non-Collusive Bidding Certification contained herein. Each bidder must state that their proposal, bid, and/or quotation is made without any connection with any other person or firm making any proposal, bid, and/or quotation for the materials and/or installation listed. Each bidder must also state that no officer or member of the Utica City School District Board of Education directly or indirectly has an interest therein or in the supplies to which it relates, or any portion of the profits thereof.
20. The Board of Education reserves the right to accept this bid by item or as a whole, or, in its discretion, reject all bids and re-advertise in the manner provided by Section 103 of the General Municipal Law.
21. Any persons employed by the contractor or any sub-contractor shall be paid at a rate not less than the prevailing wage established by the New York State Department of Labor for the appropriate trade(s) for the period of time involved.
22. The contractor shall furnish, deliver, and install completely, unless otherwise noted, materials and equipment described in the specifications, with all appurtenances, parts or accessories not specifically mentioned in the articles described but necessary to render the equipment complete and ready for operation. All these parts

GENERAL REQUIREMENTS

and/or accessories shall be included in the bid price. All of the furnishings and/or equipment furnished and installed under this contract shall be guaranteed by the contractor for one year after completion against any and all defects, which are the result of improper design, materials, construction, or installation. Immediately upon notice by the owner, at any time during the guarantee period, the contractor shall fully make good such defects by replacing it with new work, without cost to the owner.

23. All bidders must agree that pursuant to Section 103a and 103b of the General Municipal Law, this bid and any subsequent bid award will be terminated and cancelled on failure of the contractor or its principals to sign a waiver of immunity or answer any relevant questions before a grand jury concerning any bid award, contract, or purchase contract as the case may be and which may be a result of the bid.
24. In contracts and/or purchase orders for services, **payment will be made for one-twelfth of total contract price once a month.** Claims for payment are to be on Utica City School District invoice forms with monthly invoices attached and received no later than the 5th day of the month for payment approximately on the 20th day of the same month.
25. Sixty days after the date of the bid opening, in the event that no awards have been made, all bids shall become null and void.

DETAILED SPECIFICATIONS

A. SCOPE

It is the intent of these specifications to provide for the procurement of competent service personnel to perform maintenance tasks in the buildings and on the sites of the Utica City School District on an “as needed” basis. **There is no guarantee that any hours will be needed.**

Payments of the contractors will constitute the entire cost to the Utica City School District for the services performed with no additional charges for fringe benefits, unemployment or other insurance, social security, profit or overhead.

The terms of the contract shall be for the period of July 1, 2023 through June 30, 2024.

B. BASE BID

1. Personnel and Working Period

- a) The contractor shall supply competent Journeyman-level Mechanics for the HVAC System specifications.
- b) Each journeyman mechanic will be called "as needed" according to the terms set forth herein.
- c) The bid is for “as-needed” man-hours. The District’s Maintenance Department working schedule is as follows: fifty-two work-weeks, each consisting of forty hours, eight hours daily, Monday through Friday. Working day shall be 7:00 a.m. to 3:30 p.m. with one-half hour for lunch.
- d) The “as needed” working hours shall generally coincide with the working schedule of the Maintenance Department of the Utica City School District.

2. Tools

- a) The contractor shall furnish any and all tools and equipment to perform the task at hand.
- b) Power tools and welding equipment will be supplied by the Utica City School District.
- c) Test instruments are to be provided by the contractor.

3. Transportation

- a) The contractor shall supply transportation for his employees to and from each building in the School District as dictated by work assignments.

4. Supervision

- a) General supervision shall be limited to job assignments and shall be delegated by the Utica City School District to the Chief Operations Officer.

DETAILED SPECIFICATIONS

5. Change of Personnel

The Utica City School District reserves the right to request a change of personnel supplied by the contractor and shall not necessarily make known the reason for such request.

6. Materials

a) The contractor shall supply such materials and equipment, as he shall be requested to supply. Such materials shall be supplied at the percentage of markup indicated in his proposal. Such markup shall be based on original invoice and shall be computed on the net price after allowable cash discount whether or not the contractor avails himself of the cash discount. Freight charges will be net with no markup.

b) The Utica City School District reserves the right to supply materials and equipment as required as well as assistance from the Director of Support Services.

7. This contract shall in no way prevent or limit the Utica City School District from contracting related work on the basis of duly advertised competitive bidding or otherwise.

8. Each contractor shall comply with all applicable codes, ordinances, and licensing requirements of the State of New York, County of Oneida, and City of Utica.

C. INSURANCE

Each contractor shall carry Worker's Compensation, Public Liability, and Property Damage Insurance as herein before specified.

D. LABOR LAW PROVISIONS

Applicable Labor Law provisions and prevailing rates established by the NEW YORK STATE DEPARTMENT OF LABOR are an integral part of these specifications.

E. PERFORMANCE

In the event that the contractor fails to provide services as herein specified, the Board of Education will procure services as required from whatever source available and shall recover from the Surety Carrier all excesses of costs incurred

DETAILED SPECIFICATIONS

F. PAYMENT

1. If work is performed, the contractor shall submit separate monthly invoices for labor furnished under this contract.
2. Charges for labor furnished under base bid shall be at the base bid hourly rate.
3. Charges for services supplied under "Additional Services" shall be at the same proposed hourly rate as awarded.
4. Invoices for materials and/or equipment shall be submitted separately. No charge is to be made for New York State Sales Tax. The Utica City School District may require copies of original invoices for materials to substantiate charges for materials.
5. Invoices for payment must be submitted before the 5th day of the month in order to be processed for payment in the same month.
6. Faxed invoices are not accepted.

**UTICA CITY SCHOOL DISTRICT
UTICA, NEW YORK**

TITLE & DATE OF SPECIFICATION: _____

DATE OF PROPOSAL: _____

NON-COLLUSION BIDDING CERTIFICATION

By submission of this bid or proposal, the bidder and each person signing on behalf of the bidder or bidders, subject to the terms of Section 103-d of the General Municipal Law amended by Chapter 675 of the Laws of 1966 certifies that:

- a. 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.
- b. Unless otherwise required by Law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the bidder and are not knowingly being disclosed by the bidder, prior to opening, directly or indirectly, to any other bidder or to any competitor.
- c. No attempt has been made or is to be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
- d. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in the certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as the person signing in its behalf.
- e. Iran Divestment Act: 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 that each bidder is not on the list created pursuant to paragraph 9B of the subdivision 3 of section 165-a of the state finance law.

SIGNATURE: _____

TITLE: _____

LEGAL ADDRESS: _____

DATE: _____

This non-collusion form must be completed, signed and included with your bid.

BID PROPOSAL FORM

TO: The Board of Education of the Utica City School District, Utica, New York

The undersigned, having examined the detailed specifications, entitled "Specifications and Bid Proposal Form for HVAC System Services for the Period of July 1, 2023 Through June 30, 2024", dated April 26, 2023 and having familiarized ourselves with the terms therein and the conditions affecting the work propose the specified services as follows:

BASE BID

HVAC System Service Mechanic on an "as needed" basis at the rate of _____ dollars and _____ cents hour. (\$_____).

There is no guarantee that any hours will be needed.

Materials and equipment as specified at our cost plus _____ percent total markup.

The Board of Education reserves the right to award or reject any or all bids.

FIRM NAME _____

SIGNATURE _____ TITLE _____

PRINT NAME _____

OFFICIAL ADDRESS _____

DATE _____ TELEPHONE NO. _____