

**NOTICE TO BIDDERS
CROTON-HARMON SCHOOL DISTRICT**

BID # 1

**AS NEEDED ELECTRICAL REPAIRS AND SERVICES
FOR THE 2022/2023 SCHOOL YEAR**

The Croton-Harmon School District is seeking bids for as needed Electrician services for the 2021-2022 school year (July 1, 2022 – June 30, 2023).

Bids for the above project will be received by:

Denise Harrington-Cohen, Assistant Superintendent for Business
Croton-Harmon School District
District Office
10 Gerstein Street
Croton-On-Hudson, NY 10520

on or before **2 p.m., July 27, 2022** and at that time publicly opened and read aloud. Bids received after that time will not be accepted. All interested parties are invited to attend.

Each bid shall be enclosed in a sealed envelope bearing the name of the Project, Name of the Bidder, and the date and hour of the Bid opening.

Site visits can be scheduled, 48 hours in advance, through the Director of Facilities, Contact: Mr. Paul Gibbons at (914) 271-4716.

Bid specifications and appointments to examine conditions can be obtained by contacting Paul Gibbons (914) 271-6109 or Sandra Rasulo at 914-271-4716.

The School District reserves the right to waive irregularities in bids and in bidding and to reject any or all proposals.

Insurance

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the district as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and N.Y. State disability insurance.
- II. The policy naming the district as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the district.
 - State that the organization's coverage shall be primary and non-contributory coverage for the district, its Board, employees and volunteers.
 - The district shall be listed as an additional insured by using endorsement CG 20 10 11 85 or equivalent. Examples of equivalent ISO additional insured endorsements include using both CG 20 33 10 01 and CG 20 37 10 01 together. A completed copy of the endorsement must be attached to the certificate of insurance.
 - The certificate of insurance must describe the specific services provided by the contractor (e.g., roofing, carpentry, plumbing) that are covered by the commercial general liability policy and the umbrella policy.
 - At the District's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.
- III. The contractor agrees to indemnify the district for any applicable deductibles and self-insured retentions.
- IV. Required Insurance:
 - Commercial General Liability Insurance
\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - Automobile Liability
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - Workers' Compensation, Employers Liability and NYS Disability Insurance
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State

Workers' Compensation Board. ACORD certificates are not acceptable.

- Excess Insurance
On a "follow-form" basis with limits of \$3,000,000 each occurrence and in the aggregate.

- V. Contractor acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the district. The contractor is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
- VI The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also the NYSIR, as the district's insurer.

Responsibility

The Contractor shall be held responsible for any damage to property, or for the injury to life or limb due to or caused by his work, or workmen, or the work of his sub-Contractors or their men, or which may be caused by the use of improper or unsound materials, which may occur during the progress of this work.

Hold Harmless

The awarded Contractor will be required to sign a "Hold Harmless" Agreement with the School District as included with this document. Compliance with the foregoing requirement for insurance shall not relieve the Contractor from liability set forth under the Indemnity Agreement.

Laws, Ordinances, Codes, Etc.

The Contractor shall comply with all laws, codes, rules and regulations of the State, County, Town and Village applicable to the work to be performed at the site.

Permits

Any and all permits lawfully required to prosecute the work and all approvals of work performed, required by authorities having jurisdiction, shall be obtained by the Contractor who shall pay all lawful charges for same.

Workers shall be skilled in the trade in which employed and, where required, shall be licensed to perform the work by the authority having jurisdiction.

All work shall comply with codes, Local, State and National of all authorities having jurisdiction, including but not limited to National Electric Code, Plumbing Codes and OSHA regulations.

The Contractor shall be licensed by the County of Westchester.

Safety/OSHA Requirements

In order to assure the safety and health of workers, the Contractor must provide safety training to all of its employees in accordance with OSHA standards and apply those standards to all work associated with this contract. The Contractor must further provide its employees with appropriate personal protective equipment in all operations where there is an exposure to hazardous conditions or when the work warrants the use of such equipment to reduce hazards to the employees.

Labor Laws

Particular attention is directed to the Labor Laws of the State of New York applicable to the employment of labor at the site, which laws form part of this contract. The minimum hourly rate of wages to be paid for labor employed at the site is as determined by the Industrial Commissioner of the State of New York.

Prevailing Wage Rates

1. All wages and supplements paid to laborers on this contract shall be in accordance with the New York State Department of Labor Prevailing Wage Schedule, specifically "General Construction Rates" for Westchester County.
2. The schedule is available on the Department of Labor's web site at www.labor.state.ny.us.
3. The Contractor shall provide statutory benefit for disability benefits, unemployment insurance and social security.
4. The Contractor shall provide the District with certified payrolls with all invoices.

Employees

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the job any unfit person or anyone not skilled in the work covered by this contract. Employees are to cooperate with all interested parties in such a manner as not to interfere with or delay in any way the operation of the facility. The consuming of alcoholic beverages and smoking within the school building and/or anywhere else on the school property is prohibited.

All employees shall sign in and out at the main office or welcome center at each building during school hours. In addition, all employees shall sign in and out at the custodial office in each building during school and non-school hours.

References

The Contractor shall provide six references with the name of the organization, contact person, and phone number for each type of work bid on within three days of bid opening. The contractor shall have commercial experience in buildings comparable in size and complexity to the school districts buildings.

Security

No security is required.

Authorizations

It is the responsibility of the Contractor to fully assess the existing systems. No additional work will be authorized without written approval of the Director of Facilities or the district's Business Official.

Contractor's Responsibility

Bidders, before submitting their bid, shall make a careful examination of the existing and specified area; take such measurements as they deem necessary; make their own estimates of the amount and character of the work to be done and of the difficulties and facilities attending its proper execution; include in their bid such sums as they deem proper and sufficient to cover the cost of every item of labor and materials necessarily involved or that can be reasonably inferred as required, necessary, essential or indispensable for the proper prosecution and completion of the contract, notwithstanding that every item is not specifically mentioned herein, and to cover the cost of any contingency not otherwise herein provided for. No claims for compensation for extra work due to ignorance on the part of the Contractor of any existing condition will be considered or allowed.

Separate Work

The Board reserves the right to bid special work projects separate and apart from this bid as determined by the authorized district representative.

Award

The award of the contract will be made to the lowest responsible bidder as will, in the opinion of the Board of Education; best promote the public interest, taking into consideration the reliability of the bidder and the quality of service to be furnished in conformity with the specifications.

Non-Collusive / Bid Proposal Certifications

BE SURE TO SIGN THE ATTACHED "NON-COLLUSIVE / BID PROPOSAL CERTIFICATIONS".

Termination

The district reserves the right to terminate the agreement at any time for any reason with a 30 day written notice to Contractor.

Renewal

This contract can be renewed annually for up to two additional years at an annual cost increase equal to or less than the previous 12 months Consumer Price Index, by mutual written agreement of the owner and Contractor. (CPI - January through December of previous calendar year)

Warrantee

All repaired items shall be covered by warrantee for labor and material for 90 days from date of repair completion.

Contractor Qualifications:

Contractors must have a minimum of ten years' experience performing plumbing service and repairs on facilities of comparable size and complexity. Verification of experience must be provided upon request within three days of bid opening.

Invoices

Each invoice shall include

- a. Date and time work was performed
- b. Name of person performing work;
- c. On-job time; to the nearest quarter hour (travel time shall not be invoiced)
- d. Description of work, including all parts replaced or repaired.
- e. Signature from district employee verifying information

BID FORM

The contractor hereby agrees to perform all services as described in the specifications and further states that he/she meets or exceeds the mandatory qualifications as required in said bid.

I, (we) submit the following proposal to furnish all labor, material, equipment and transportation necessary and or required for the performance and completion in a workmanlike manner of all work for the 2021-2022 school year, ending on June 30, 2022 and during any subsequent renewals years (2 additional years maximum).

HOURLY RATES

	Supervisor \$/hr.	Journeyman \$/hr.	Apprentice \$/hr.
Straight time			
Overtime			
Sundays/Holidays			

Firm Name: _____

Address: _____

Date of Bid: _____

Signature of Company Officer: _____

Printed Name of Company Officer: _____

Title of Bidder: _____

Telephone: _____

Fax Number: _____

Materials are to be billed at cost plus 10%. Copies of the contractor's material invoice may be requested at any time by the district, and must be provided before payment authorization will be made.

Travel time or mileage expenses to and from service calls will not be covered in hours paid.

Award will be based on expected total annual costs assuming the following hours and labor distribution. Hours projected are not guaranteed work hours. Actual hours could be significantly higher or lower. Hours indicated are for the sake of fair award only.

	Supervisor	Journeyman	Apprentice
Straight time	20	150	10
Overtime	10	30	2
Sunday/Holiday	4	4	2

CROTON-HARMON SCHOOL DISTRICT

HOLD HARMLESS AGREEMENT

The undersigned hereby agrees to defend, indemnify, and save harmless the Croton-Harmon School District from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense, including counsel fees, as a result of, that may occur or that may be alleged to have occurred in the course of the performance of this agreement by the Contractor and its personnel, whether such claims shall be made by an employee of the Contractor or by a third party. The Contractor covenants and agrees that he will pay all costs and expenses arising therefrom and in connection therewith, and if any judgment shall be rendered against the Owner, in any such litigation, the Contractor shall at this own expense satisfy and discharge the same.

By: _____
(Signature of Authorized Representative of Corporation)

Print Name & Title: _____

Company Name: _____

Date: _____

NON-COLLUSIVE/BID PROPOSAL CERTIFICATIONS

Company Name: _____

Business Address: _____

Telephone: _____

Fax: _____

Date of Bid: _____

I. GENERAL BID CERTIFICATION

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

II. NON-COLLUSIVE BIDDING CERTIFICATION

The following statement is made pursuant to Section 103-d of the General Municipal Law.

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

Statement of non-collusion in bids and proposals to political subdivisions of the state: Every bid or proposal hereafter made to a political subdivision of the state of 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 to submit a bid for the purpose of restricting competition.
- b) A bid shall not be considered for award nor 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 cannot make the forgoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefor. Where (a) (1) (2) and (3) have not been complied with, the bid shall not be considered for award nor shall any award be 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/her designee, determines that such disclosure was not made for the purpose of restricting competition.

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

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision II of this section, shall be deemed to have 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.

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

Pursuant to State Finance Law § 165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

General Municipal Law § 103-g (4) states as follows:

Every bid or proposal hereafter 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 good sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury:

- 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 that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law.

The below signed bidder affirms the following as true under penalties of perjury:

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 (b) of subdivision 3 of Section 165-a of the state finance law.

Corporate or Company Name

By:

Sworn to before me this

Signature _____

_____ day of _____, 20__

Title _____

Notary Public

ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda and other authorized modifications to the contract documents, but agrees to be bound by all such modifications whether listed herein or not.

Addendum No.1 dated _____ through
Addendum No. _____ dated _____

The bidder affirms the above statements as true under the penalties of perjury.

Name (please print)

Signature:

Title:

BID REQUIREMENTS

Sealed bids must include the following completed documents:

- 1) Bid Form
- 2) Hold Harmless Agreement
- 3) Non-Collusive/Bid Proposal Certification
- 4) Iranian Energy Sector Divestment Certification
- 5) Acknowledgement of Addenda

The Board of Education reserves the right to reject any and all bids which it deems not in the best interest of the School District and the right to exclude any portion of the bid when awarding the contract. A bidder may be disqualified from receiving awards if such bidder or anyone in his or her employ has previously failed to perform satisfactorily on connection with public bidding or contracts.