

Contract H - HEATING, VENTILATION, AND AIR CONDITIONING

To: **SOMERS CSD**
250 Route 202
SOMERS, NEW YORK 10589

For the furnishing and installing of materials for all Work included under contract as follows:

Made this day of the month day of , 20 22

Bidders Declaration:

The party named as Bidder declares that the only person or persons interested in this bid or proposal as principal or principals is or are named herein; and that no other person than herein named has any interest in this bid or in the contract proposed to be taken; that this bid or proposal is made without any connections with any other person and persons making a bid or proposal for the same purpose; that the bid or proposal is in all respects fair and without collusion or fraud; that it has examined the site of the Work, the contract and specifications and the drawings referred to; and has read the Instructions for Bidders and other Bidding Documents issued, and it proposes and agrees, if this bid is accepted, it will contract in the form as approved to perform all the Work mentioned in said contract and specifications; and it will accept in full payment therefor the following sums to wit:

END OF SECTION

Note: The bidder is asked to use either black ink or typewriter (black ribbon) in completing this proposal form. Each line item amount must be completed. Failure to do so will be grounds for disqualification of the bidder.

BASE BID: Contract H – HEATING, VENTILATION, AND AIR CONDITIONING
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ITEM 1 – BONDS and INSURANCES

(written in words) _____ (\$ _____)

ITEM 2 – DIVISION 1 – GENERAL REQUIREMENTS

(written in words) _____ (\$ _____)

ITEM 3 – DIVISION 1 – ALLOWANCE (GA1) – General Allowance

(written in words) *Fifteen Thousand Dollars and 00 Cents* _____ (\$ 15,000.00)

ITEM 4 – DIVISION 2 – DEMOLITION

(written in words) _____ (\$ _____)

ITEM 5 – DIVISION 2 – ASBESTOS REMOVAL

(written in words) _____ (\$ _____)

ITEM 6 – DIVISION 4 - 23 – CAFETERIA AIR HANDLER (AHU-2)

(written in words) _____ (\$ _____)

ITEM 7 – DIVISION 26 – ELECTRICAL POWER AND LIGHTING

(written in words) _____ (\$ _____)

ITEM 8 – AS-BUILT DRAWINGS

(written in words) _____ (\$ _____)

ITEM 9 – PROJECT CLOSEOUT

(written in words) _____ (\$ _____)

TOTAL BASE BID (ITEMS 1 –9 INCLUSIVE) (written in words) _____ (\$ _____)
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PROPOSAL
 SOMERS CENTRAL SCHOOL DISTRICT
 AIR HANDLER REPLACEMENTS TO PES
 SED Control No. 66-21-01-06-0-002-014

ALTERNATES

THE CONTRACTOR SHALL CLEARLY STATE WHETHER COST INDICATED IS TO BE ADDED TO OR DEDUCTED FROM THE BASE BID COST. FAILURE TO CLEARLY STATE SAME WILL BE GROUNDS FOR DISQUALIFICATION OF THE BIDDER.

ALL WORK INCLUDED UNDER THIS HEADING SHALL BE SUBJECT TO THE GENERAL CONDITIONS OF THE PROJECT. ALL CONSTRUCTION, WORKMANSHIP AND FINISHES REQUIRED BY THE ALTERNATES SHALL BE AS SPECIFIED IN THE APPLICABLE SECTIONS OF THE SPECIFICATIONS MANUAL.

THE UNDERSIGNED PROPOSES AND AGREES THAT SHOULD THE FOLLOWING ALTERNATES BE ACCEPTED AND INCLUDED IN THE CONTRACT, THE AMOUNT OF THE TOTAL BASE BID WILL BE REVISED AS FOLLOWS. THE UNDERSIGNED FURTHER AGREES THAT SHOULD THE FOLLOWING ALTERNATES BE ACCEPTED, THE ALTERNATE BID PRICES INDICATED SHALL BE HELD AND HONORED FOR A PERIOD OF ONE YEAR FROM THE DATE OF CONTRACT SIGNING.

SCHEDULE OF ALTERNATES:

NUMBER	DESCRIPTION	COST
Alternate #1	Kitchen Air Handler Replacement (AHU-1) Include all material and labor to provide and install AHU-1 as shown on the contract drawings.	(\$)
Alternate #2	Cooling Coil in Cafeteria Air Handler (AHU-2) for future use. Include all material and labor to provide and install Cooling Coil in Cafeteria Air Handler (AHU-2) for future use as shown on the contract drawings.	(\$)
Alternate #3	Cooling Coil, Condenser, Refrigerant Piping, Electrical, etc. for full cooling for Cafeteria Air Handler (AHU-2). Include all material and labor to provide and install Cooling Coil, Condenser, Refrigerant Piping, Electrical, etc. for full cooling for Cafeteria Air Handler (AHU-2).	(\$)

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Alternate #4	Savings for awarding Base Bid, Alternate #1 and Alternate #3. Cost shall be a “-“ negative number	(\$)
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Note: The SOMERS SCHOOL DISTRICT is exempt from Federal, New York State and local taxes. TOTAL AMOUNT BID shall be exclusive of all taxes.

THE BIDDER UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE ANY INFORMALITIES IN THE BIDDING PROCESS, TO WAIVE ANY INFORMALITES RELATING TO A SPECIFIC BID, TO WAIVE TECHNICAL DEFECTS, IRREGULARITIES, AND OMISSIONS RELATING TO A SPECIFIC BID, TO REQUEST ADDITIONAL INFORMATION FROM ANY BIDDER, OR TO RE-ADVERTISE AND INVITE NEW BIDS.

THE BIDDER AGREES THAT THE BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF FORTY-FIVE (45) CALENDAR DAYS AFTER THE SCHEDULED CLOSING TIME FOR RECEIVING BIDS. THE BIDDER AND THE OWNER MAY MUTUALLY AGREE TO EXTEND THIS DATE.

THE BIDDER IS REQUIRED TO VISIT THE SITE FOR A FIELD SURVEY TO VERIFY THE SCOPE OF WORK PRIOR TO BID SUBMISSION.

THE BIDDER HAS SUBMITTED ALL REQUESTS FOR OTHER BRAND NAMES OR PRODUCTS NOT LISTED IN THE SPECIFICATIONS IN ACCORDANCE WITH ARTICLE 6(W) OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

SITE SUPERVISION

THE SUCCESSFUL CONTRACTOR IS TO PROVIDE FULL TIME SITE SUPERVISION FOR HIS OR HER STAFF, SUBCONTRACTORS AND SUPPLIERS FOR THE DURATION OF THIS PROJECT. A competent superintendent shall be in attendance at the job site at all times when work is being performed under their contract. The superintendent is responsible to visit the job site daily when work is not being performed under their contract and to monitor the overall construction progress. A qualified site superintendent must have the authority to represent and make decisions for his or her company with regards to the subject job, must be able to give guidance and direction to employees, subcontractors and suppliers, and must be knowledgeable about the work to be provided. **FAILURE TO PROVIDE A QUALIFIED SITE SUPERINTENDENT AT THE JOB SITE SHALL SUBJECT SAID PRIME CONTRACTOR TO A PENALTY OF \$500 PER DAY FOR EVERY OCCURRENCE.**

TIME OF COMPLETION

ALL INTERIOR WORK UNDER THIS CONTRACT SHALL BE PERFORMED AS FOLLOWS:
 INTERIOR BUILDING WORK HOURS: 7:00 AM – 4:00 PM
 EXTERIOR BUILDING WORK HOURS: 7:00 AM – 10:00 PM

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WORK SHALL OCCUR ON WEEKDAYS, NON_HOLIDAYS ONLY. CONTRACTOR MAY BE PERMITTED TO WORK WEEKENDS AND HOLIDAYS AT THE DESCRETION OF THE DISTRICT TO DECREASE SCHEDULE.

BASED UPON THE HOURS PRESENTED ABOVE AND ON NORMAL WORKING BUSINESS DAYS, THE PROJECT SHALL BE COMPLETED IN ACCORDANCE WITH THE FOLLOWING DATES:

APPROXIMATE START DATE: **JANUARY 2, 2023**

SUBSTANTIAL COMPLETION: **AUGUST 31, 2023**

FINAL COMPLETION (CLOSEOUT OF CONTRACT): **OCTOBER 1, 2023**
IF NECESSARY, CONTRACTOR SHALL PROVIDE WORK DURING WEEKENDS, HOLIDAYS AND EVENING HOURS AS REQUIRED TO ENSURE THE COMPLETION DATES LISTED ABOVE.

FAILURE OF THE CONTRACTOR TO COMPLETE WORK BY THE SPECIFIED TIME SHALL SUBJECT HIM/HER TO LIQUIDATED DAMAGES AS SET FORTH IN ARTICLE 13 OF THE GENERAL CONDITIONS.

THE ARCHITECT/ENGINEER SHALL ACT AS THE RECORD KEEPER OF CONTRACT DAYS; HE WILL BE THE SOLE JUDGE OF DELAYS CAUSED BY WEATHER. ONLY WEATHER DELAYS, AS ADJUDGED BY THE ARCHITECT/ENGINEER, WILL BE CONSIDERED FOR EXTENSIONS OF THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL SUBMIT A BI-WEEKLY REQUEST FOR DELAYS DUE TO WEATHER TO THE ARCHITECT/ENGINEER FOR APPROVAL. NO OTHER DELAY CLAIMS WILL BE ACCEPTED, FOR CREDIT TOWARDS THE PROJECT COMPLETION SCHEDULE, REGARDLESS OF THE SOURCE OF THE DELAY.

FAILURE OF THE CONTRACTOR TO COMPLETE ALL WORK SHOWN AND SPECIFIED IN THE CONTRACT DOCUMENTS, BY ALL OF THE SPECIFIED TIME FRAMES, SHALL SUBJECT THE CONTRACTOR TO LIQUIDATED DAMAGES, AS SET FORTH IN ARTICLE 13 OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, IN THE SUM OF ONE THOUSAND DOLLARS (\$1,000.00) PER CALENDAR DAY. SUCH DAMAGES WILL COMMENCE ON THE DAY AFTER THE COMPLETION DATE OR THE DAY AFTER ANY LISTED MILESTONE DATE IN THE NOTICE TO PROCEED.

WITHIN TEN (10) CONSECUTIVE CALENDAR DAYS AFTER THE DATE OF THE NOTICE OF AWARD, THE BIDDER SHALL EXECUTE THE CONTRACT AND FURNISH THE REQUIRED PERFORMANCE BOND, PAYMENT BOND AND PROOF OF INSURANCES.

THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT RESERVES THE RIGHT TO AWARD THIS CONTRACT TO OTHER THAN THE LOW BIDDER IF THE LAW SO PERMITS.

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THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA (IF ANY):

<u>ADDENDUM NO.</u>	<u>DATED</u>
_____	_____
_____	_____

SPECIFIC DAMAGES WILL BE ASSESSED AND DEDUCTED FROM AMOUNTS OTHERWISE DUE THE CONTRACTOR FOR ADDITIONAL INSPECTION (FIELD) AND CONTRACT ADMINISTRATION (OFFICE) TIME EXPENDED BY THE ARCHITECT/ENGINEER AND/OR OTHER CONSTRUCTION EMPLOYEE(S) HIRED TO ADMINISTER OR OBSERVE THE CONTRACT, SHOULD THE CONTRACTOR COMPLETE THE CONTRACT BEYOND THE CONTRACT COMPLETION PERIOD SPECIFIED ABOVE.

SUCH DEDUCTION SHALL BE IN ACCORDANCE WITH THE ARCHITECT, ENGINEER'S, AND/OR OTHER CONSTRUCTION EMPLOYEE(S) STANDARD HOURLY BILLING RATES IN EFFECT AT THE TIME FOR THE SCHOOL DISTRICT.

THE REQUIREMENTS OF THE BID PROPOSAL HAVE BEEN COMPLETELY READ, UNDERSTOOD AND ACKNOWLEDGED BY THE BIDDER.

BIDDER: _____

BIDDER'S ADDRESS: _____

SIGNED BY: _____ TITLE: _____

DATE: _____

Telephone number where the contractor or a competent representative can accept a telephone message and provide a reasonable reply as soon as possible, but not later than twenty-four (24) hours:

DAY: () _____ NIGHT: () _____

FAX: () _____

FEDERAL I.D. NO. OR SOCIAL SECURITY NO.: _____

Enclosed in the bid package is a certified check or bid bond for five percent (5%) of the total amount of each Base Bid as required by the foregoing "Instructions for Bidders."

On the signing of such contract by the Bidder, the bidder hereby agrees to furnish the payment and performance bonds as provided in the General Conditions as well as proof of required insurance.

The Bidder hereby further agrees that in the event of its failure or refusal to enter into a contract in accordance with this bid within ten (10) business days after due notice from the Board of Education of the School District that the contract has been awarded to it and is ready for signature, as given in accordance with the Instructions for Bidders and/or its failure to execute and deliver the payment and performance bonds in the full amount of the contract price, as provided in said Instructions for Bidders and the General Conditions of the Contract for Construction, the Bidder's check or bid bond which is herewith deposited with the Board shall (at the option of said Board) become due and payable as ascertained and liquidated damages for such default; otherwise, said check or bid bond will be returned to the undersigned.

The full names and residences of all persons and parties interested in the foregoing bid as principals are as follows:

Name	Address
_____	_____
_____	_____
_____	_____

Name of Bidder: _____

Business Address of Bidder: _____

END OF SECTION

INSURANCE CERTIFICATION

Your insurance representative must complete the form below to be considered for the award of this bid or project, and it is important that you complete the Bidder's Acknowledgement section of this form. Please note that this Insurance Certification for must accompany your bid submission for your bid to be considered.

Insurance Representative's Acknowledgement:

We have reviewed the insurance requirements set forth in the Articles 10 & 11 of the General Conditions of the Contract for Construction and can provide such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Insurance Representative:

Address:

Are you an agent for the companies providing the coverage? Yes _____ No _____

Date: _____

Insurance Representative's Signature

Bidder's Acknowledgement:

I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that this Insurance Certification form must be submitted with my bid and my inability to provide the required insurances may result in the rejection of my bid, and the Somers Central School District may award the contract to the next lowest/responsive bidder.

Name: _____

Address: _____

Date: _____

Bidder's Signature

NON-COLLUSIVE FORM BIDDING CERTIFICATE
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 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 of New York State.

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 subdivision of the state. 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 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 foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above 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 (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 of subparagraph one (a).

(c) 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 to be 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 certifications referred to above in this form, 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 corporation.

(d) The person signing this Bid or Proposal certifies that he has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well to the person signing in his/her behalf."

Signature of Bidder: _____
(Signature of bidder or authorized representative of a corporation)

Title: _____

Sworn to before me this _____ day of _____, 20 _____

HOLD HARMLESS AGREEMENT

In accordance with Article 12 of the General Conditions, Indemnification, the Contractor will be required to sign the following "Hold Harmless" Agreement with the BOARD OF EDUCATION OF SOMERS CENTRAL SCHOOL DISTRICT. Compliance with the requirements for insurance shall not relieve the Contractor from liability set forth under the Indemnity Agreement.

The undersigned hereby agrees to defend, indemnify, and save harmless the BOARD OF EDUCATION, its officers and employees from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense, including counsel fees, to the extent permissible by law, that may occur or that may be alleged to have occurred in the course of the performance of the awarded contract by the contractor, whether such claims shall be made by an employee of the contractor or by a third party, the contractor covenants and agrees that he / she will pay all costs and expenses arising therefrom and in connection therewith, and if any judgment shall be rendered against the Owner, Architect/Engineer & Construction Manager, in any such litigation, the Contractor shall at his / her own expense satisfy and discharge the same.

By: _____
(Signature of Authorized Representative of Corporation)

(Print Name and Title)

(Date)

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law §103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) has developed and posted on its website a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List").

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

(SIGNED)

SWORN to before me this

_____ day of _____

202____

Notary Public: _____

DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Bidders shall complete this form if they cannot certify that the bidder /contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder: _____

Address of Bidder: _____

Has bidder been involved in investment activities in Iran? _____

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate) _____

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not, have the investment activities increased or expanded since April 12, 2012? _____

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? _____

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

I, _____ being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and the foregoing is true and accurate.

SWORN to before me this _____ SIGNED _____

_____ day of _____

202____

Notary Public: _____

SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION
(To be Completed by Each Bidder)

I, _____, being duly sworn, deposes and says that I am
(Name of Individual Signing this Certification)

the _____ of the _____
(Title/Position of Signer) (Name of Bidder)

and that by submission of this bid, I certify on behalf of the above-named bidder, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the above-named 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, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

Signature

Sworn to before me this
_____ day of _____, 2021

Notary Public