



POUGHKEEPSIE CITY SCHOOL DISTRICT
OFFICE OF FACILITIES & OPERATIONS
18 So. Perry St.
Poughkeepsie, NY 12601

INVITATION TO BID AND NOTICE TO BIDDERS

BID NAME: PLUMBING & HVAC SERVICE (HOURLY)

BID NUMBER: RFP-061625-1

NOTE: Single Contract

PLACE OF OPENING: Poughkeepsie City Schools, District
Office 18 So. Perry St.
Poughkeepsie, NY 12601

DATE OF OPENING: June 16, 2025

TIME OF OPENING: 2:00 p.m.

CONTACT PERSON: Marcos Rodriguez, Director of Facilities & Operations
(845)451-4996
mrodriguez@poughkeepsieschools.org

BIDDERS/CONTRACTORS/VENDORS MUST SUBMIT BID IN SEALED ENVELOPE.

PLEASE PRINT ON THE FACE OF ENVELOPE:

- 1. NAME AND ADDRESS OF BIDDER**
- 2. BID NAME: PLUMBING & HVAC SERVICE (HOURLY)**
- 3. BID NUMBER: 061625-1**

NOTE: SINGLE CONTRACT

It is the bidder's responsibility to read the attached Bid Document (Instructions, Specifications and Bid Forms) which outline bidding rules of the Poughkeepsie City School District (PCSD).

Upon submission of bid, it is understood that the bidder has read, fully understands and will comply with said Bid Document and specification requirements.

By: Assistant Superintendent for Business
Poughkeepsie City School District

PLEASE MAKE A COPY OF BID DOCUMENT FOR YOUR RECORDS.

Section 1. OBJECTIVE

The intent of this bid is for Poughkeepsie City School District (PCSD) to award a qualified contractor, an hourly rate (plus other expenses as may be necessary) for Plumbing, Heating, Ventilation & Air Conditioning (PLBG., HVAC) service in all PCSD facilities as directed and approved by the Poughkeepsie City School District Director of Facilities. The contractor is to provide labor with adequate supervision, be able to perform PLBG & HVAC work in all included PCSD facilities. Contractor is to provide parts (as necessary and approved) for which PCSD will be invoiced.

While the intent of this contract is to establish a relationship in which the bidder/contractor/vendor under contract provides needed PLBG., HVAC services, including repair parts (as necessary and approved) the contract is not exclusive. PCSD can hire other PLBG., HVAC service companies, as desired, and/or hire staff and/or utilize existing in-house staff and/or purchase parts from any other vendor, at the sole discretion of PCSD.

Contractors submitting bids should thoroughly review all related documents and specifications, project sites, and any other information needed to submit bids. Prior to awarding of the contract, contractors must provide valid insurance certificate(s) meeting the minimum as stated in GENERAL INFORMATION, XXI "INSURANCE REQUIREMENTS" section of this document.

Bids must be submitted on the attached Bid Offer Form. Any additional supporting documentation you wish can be submitted, but Bids will only be accepted on the Bid Offer Form.

Section 2. SCOPE

- a) The scope of this contract will be for hourly labor to perform PLBG., HVAC servicing/work in all PCSD facilities.
- b) All work will be done by experienced, capable mechanics in a workmanlike manner.
- c) Work will be charged at an hourly rate, for the specified services, performed at PCSD facilities (on-site). Work will be done as approved by the Director of Facilities or their designee(s)
- d) Additional charges: any form of charges, in addition to the hourly rate for work on-site (e.g.:travel time, vehicle, mileage, or fuel charges, etc.) must be stated on the Bid Offer Form. A detailed explanation as to how these charges would be calculated, invoiced, and under what circumstances they would be applicable, must be included with the bid.
- e) Work can and will include a wide range of scopes (tasks and or disciplines) including, but not limited to: Plumbing; including bathrooms, kitchen fixtures, associated piping and drain systems. Plumbing associated with District heating, ventilation, air-conditioning and refrigeration systems. Additionally, filter changes; complete renovation, service, maintenance and repair of: rooftop units, chillers, various air-conditioning units. and may also include the installation of new units. Plumbing, heating, ventilation, air-conditioning systems, controls and/or motors, drive units (including electrical wiring), etc. as may be necessary.
- f) The contractor must also provide emergency service as needed and specified in this document.
- g) This is a public works project. All workers on this contract will be compensated in accordance with the NYS Prevailing Wage law (see GENERAL INFORMATION, X).
- h) Payment applications (invoices) must include a completed certified payroll form (if for labor).

Section 3. TERM OF CONTRACT

- a) This contract will be in effect for twelve months from July 1, 2025 through June 30, 2026.
- b) This contract does not renew at conclusion.

Section 4. WORK INCLUDED

Without limiting the generality of the foregoing, the following is to be included, furnished and/or provided by the contractor (that is awarded the bid):

- a) Provide labor to accomplish the various PLBG.,HVAC servicing.
- b) All personnel will be experienced and trained in tasks and types of work they are performing and must complete all tasks in a workmanlike manner.
- c) Supply of all tools and equipment to complete the project. Miscellaneous supplies and parts can be invoiced at bid mark-up. PCSD reserves the right to audit invoices for said supplies and equipment to ensure mark-up is correct.
- d) Only time for the job will be invoiced. That can include travel to obtain materials only if that travel is authorized by PCSD.
- e) All work will conform in every way with any and all applicable codes, regulations, laws, etc., standard industry practices and methods.
- f) All material, tools, equipment, etc. that is used will be used in a manner consistent with standard industry practices and methods.
- g) All materials will be industry standard or better.
- h) All work will be performed in a manner compatible and complementary to a school setting.
- i) All decisions regarding work will place the primary and utmost importance upon the safety of occupants of the facilities.
- j) PCSD reserves the right to ban from the facilities any employee of the contractor.
- k) Workspace will be maintained in a clean, safe manner at all times, and will comply with all OSHA regulations at all times. To include fully compliance with practicing of Lock-Out/Tag-Out procedures. Contractor personnel will acknowledge and familiarize themselves with PCSD's "Right to Know", "Hazard Communication", "Lock-Out/Tag-Out" programs, Asbestos Management Plan and SDS information. These are available for review in the office of the Director of Facilities. It is the contractor's responsibility to understand and communicate this information to their personnel.
- l) Any and all applicable regulations and laws regarding Freon and other contaminants will be adhered to. The contractor will provide PCSD (Director of F&O) with a binder containing a listing of all Hazardous Substances (which may be brought to or used in PCSD facilities or grounds and associated SDS information. This must be provided prior to contractors first work in PCSD.

Section 5. ESTIMATED QUANTITIES

- a) The estimate of labor-hours to be used for the term of this contract is 200-1000 labor hours. The actual usage could be more or less.
- b) This contract will include all Plumbing, Heating, Ventilation, & Air Conditioning (PLBG., HVAC) units and appurtenances in all PCSD facilities owned, leased and operated. It is the bidder's responsibility to determine the quantity and type of units throughout the PCSD facilities. PCSD will provide personnel to the bidder to inspect and survey the facilities, as well as provide the bidder information it has regarding the quantities, types of and locations of included units and equipment. This will be accomplished by appointment and on a schedule acceptable to PCSD. Any costs associated with reproduction of information, requested by a contractor, will be paid by the contractor.
- c) While the intent of this contract is to establish a relationship in which the contractor under contract provides needed PLBG., HVAC services, the contract is not exclusive. PCSD can hire other PLBG., HVAC service companies as desired, and/or hire staff and/or utilize existing in-house staff.

Section 6. PROCEDURES

- a) The District may request a written estimate for a particular project (including number of contractor personnel, hours and material as per accepted bid rates) prior to issuance of a purchase order. Invoice will reflect actual time and materials (as accepted bid rates) utilized for said service.
- b) All scheduled work is to be done only after the Purchasing Agent of PCSD signs a purchase order. A purchase order is not valid unless signed by the Purchasing Agent.
- c) All service calls will be responded to and invoiced for the services of one contractor technician, unless pre approved by the District.
- d) For scheduled or non-scheduled service calls, the contractor will be provided a Purchase Order number. Only the Director of Facilities or their designee(s) can request service calls.
- e) Bid must include travel cost (if any), flat amount, round trip, no hourly, the contractor will invoice for the time spent at District facilities.
- f) All invoices must have a purchase order number written on them.
- g) Contractor must provide a written report of each service, INVOICES WILL NOT BE PROCESSED WITHOUT WRITTEN SERVICE REPORT AND CERTIFIED PAYROLL.

For the contract period:

- h) Identification badges will be issued to employees of the contractor; they must be worn while on PCSD property. Note that it should be presumed that school will be in session at any given time during provision of the services required. Additionally, all contractors' personnel shall display on their person, Picture identification i.e. Employee Identification Badge, etc. while on PCSD property and promptly show Identification when requested by any PCSD employee. The PCSD (or its employees) reserves the right to reject and bar from the facility any employee hired by the contractor for good and sufficient reason, at the sole discretion of the PCSD or its employees.
- i) The Director of Facilities may request meetings with the contractor, the frequency of these meetings determined by the amount and scope of work in progress or planned.
- j) Meetings with the Director of Facilities will be at no charge to PCSD.
- k) All employees and persons connected with the contractor shall present themselves in dress, attitude, and talk in a manner consistent with that of a school setting. No smoking or use of vaporless products on District property.

Section 7. TIME FRAMES & CONTACTS

- a) Service calls will be responded to within 48 hours.
- b) For emergencies, from notification by telephone, cell phone, or whatever method the contractor states, competent, capable personnel must be on-site within two (2) hours. The personnel must be equipped and capable of handling the situation.
- c) The Director of Facilities determines what constitutes an emergency.
- d) Contractor must have the ability to provide additional personnel as and if needed to make agreed upon deadlines and timeframes.
- e) PCSD must be able to access a person in the contractor's organization at all times that can provide answers, responses, and direct contractor's staff. This person must be reachable by telephone or cell phone. Contractor will provide PCSD a telephone number of a person(s) who can deal with emergency calls on a 24 hour/day, 7 day/week basis.

Section 8. AWARD REQUIREMENTS

To be awarded the contract, the successful Bidder will:

- a) Have at least three years experience in providing the services as described herein, at an occupied and functioning commercial/institutional facility.
- b) Must provide a contact person as reference for the above.
- c) Supply to PCSD an original insurance certificate showing at least the minimum requirements as detailed on the Sample Insurance Certificate.

Section 9. IRAN DIVESTMENT ACT

Certification of Compliance-or-Declaration of Bidder's Inability to Provide Certification of Compliance. (See page 27).

I. GENERAL INFORMATION

All invitations to bid issued by PCSD will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions and such conditions shall form an integral part of each purchase contract awarded by PCSD.

1. Sealed proposals for the furnishing and delivery, and installing, where called for, of services, materials, equipment and/or supplies, as required by the PCSD as set forth in the following specifications prepared under the direction of said PCSD, will be opened in the Business Office of the PCSD, on the day and hour stated on the "Notice to Bidders" page.
2. The person, firm or corporation making such proposal shall submit it in a sealed envelope to the Assistant Superintendent for Business of the PCSD, or his/her duly designated representative at the place herein mentioned on or before the hour and day stated on "Notice to Bidders" page, and the envelope shall be endorsed on the face thereof, with the name of the person, firm or corporation making such proposal, the date of the bid opening, the bid identification number and the title of the services, materials, equipment and/or supplies for which such Proposal is made.

3. All bids received after the time stated in the "Notice to Bidders" may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of mail by employees of the PCSD. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
4. Bids must not be attached to or enclosed in packages containing bid samples. Telephoned quotations or amendments will not be accepted at any time. Bids will only be accepted on the Bid Offer Form. Any other supporting documentation can be attached, but the Bid Offer Form is what will be used in determining the successful bidder.
5. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the service supplies, materials, or equipment required and a representation that the bidder can furnish the service supplies, materials or equipment satisfactorily in complete compliance with the specifications.
6. No alteration, erasure or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in a "Substitute Bid List" submitted by the bidder.
7. Prices and information required, except signature of bidder, should be typewritten for legibility, illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed or type-written signatures are not acceptable.
8. If applicable, the bidder shall insert the price per stated unit and the extension against each item in the schedules hereto annexed, which s(he) proposes to furnish, deliver and install, where called for. In the event of a discrepancy between the unit price and the extension, the unit price will govern.
 - a. The price bid for each item must be net and must include all delivery charges fully pre-paid by the successful bidder to the destination indicated in the proposal, installation, preparation, clean up or other charges. Title shall not pass until items have been delivered and accepted.
9. All specifications are minimum standards and accepted bid samples do not supersede specifications for quality unless the bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.
10. Bidders are requested to immediately notify Marcos Rodriguez, PCSD Director of Facilities & Operations (845)451-4996 or mrodriguez@poughkeepsieschools.org of any discrepancies found in these specifications. Any request(s) for clarification or correction of discrepancies shall be made in writing.
11. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to Asst. Superintendent for Business, PCSD, no later than five (5) days prior to the date fixed for opening of bids. Notice of any and all such in interpretations and any supplemental instructions will be sent to all bidders of record by the school district in the form of addenda to the specifications. All addenda so issued shall become part of the contract documents.

12. No charge will be allowed for federal, state, or municipal sales and excise taxes, as the PCSD is exempt there from. The price bid shall be net and shall not include the amount of any such tax.
13. No charge will be allowed for cases, boxes, carboys, bottles, etc. or for freight expenses, expressage, or cartage. No empty packages, cases, boxes, carboys, bottles, etc. will be returned to the bidder or Contractor and none will be paid for by PCSD. Empty cases, boxes, etc. must be removed by the bidder or Contractor at his own expense.
14. 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 material and or/installation listed. Each bidder must also state that no officer or member of PCSD is directly or indirectly interested therein or in the supplies to which it relates or to any portion of the profits thereof.
15. The Board of Education of the PCSD reserves the right to accept this bid by item or as a whole or, at its discretion, reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects, qualifications, irregularities, and omissions if, in its judgment, the best interest of the PCSD will be served. Also reserved is the right to reject bids and to purchase items on State Contract, if such items can be obtained on the same.
16. 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 canceled on failure of the Contractor or its principals to sign a waiver of immunity or answer any bid award, contract, or purchase order, as the case may be and which may be a result of this bid.
17. These instructions and general requirements are to be considered an integral part of all proposals.
18. Ninety (90) days after the date of the bid opening, in the event that no awards have been made, all bids shall become null and void.
19. 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 services, materials, equipment or supplies to be furnished, their conformity with the specifications, purpose for which required and the terms of delivery.
20. Each bid will be received and approved by the PCSD with the understanding that the acceptance and approval thereof in writing by the Board of Education of the PCSD, to furnish any of all items described therein shall constitute a contract between the successful bidder and the PCSD. The contract shall bind the successful bidder on his part to furnish and deliver at prices and in accordance with the conditions of the bid. PCSD on its part, will pay for, at the contract price, all services or items ordered and delivered by the contractor, as approved by PCSD.

II. COMPLETION OF BID SUBMISSION FORM

21. Where items or articles of equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the article as specified represents an accepted standard. Where certain brands of material, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required; but it is not the intention to limit competition thereby.
22. All bids must be submitted on and in accordance with forms provided by PCSD.
 - a. If a bidder proposes to furnish the article, which is specified, he is to fill in the amount on the line indicated.
 - b. If the bidder desires to bid on an "or equal" for the article specified, which is claimed to be equivalent to the standard specified, the bidder must enter the "or equal" line and indicate the Item Number, Brand Name, Quantity, and give a complete description of the item, the unit price and the extension price. DO NOT BID "OR EQUAL" FOR THE SAME LINE ITEM ON THE SAME BID. IF YOU DO, WE WILL ONLY ACCEPT THE "AS SPECIFIED" LINE ITEM.
 - c. If the bidder proposes to furnish a substitute item, the bidder must furnish a complete description of the item, which shall include, but not limited to: Make, model, size, color, dimensions, gauge, etc. In addition, the bidder must indicate how the substitute item differs from the specified item. SUBSTITUTE ITEMS MUST BE ON A SEPARATE BID FORM. THE ITEM MUST ALSO BE CLEARLY IDENTIFIED AS SUBSTITUTE ITEM.
 - d. Where "Or equal" is quoted on by the vendor for items stated in the specifications as "or equal" is quoted on by the vendor for items stated in the specifications as "or equal" it shall mean the approval by the PCSD. In cases where the bid is based upon a "or equal" item, the bidder may be asked to submit a sample; and a complete catalog description of the item should accompany the bid. Samples will be returned, if so desired, as soon as possible following the bid award.
 - e. Where substitute bids are submitted by the vendor, the decision to accept the substitute shall be the sole decision of the PCSD. The bidder may be asked to submit a sample; and a complete catalog description of the item should accompany the bid. Samples will be returned, if so desired, as soon as possible following the bid award.
 - f. All items not clearly labeled as "or equal" or a substitute will be deemed to be as specified and must be exactly as specified in the description.
23. Unless the schedule contains a complete specification, items listed in the schedule must be equal to the sample on exhibition at the Director of Facilities office or the same as the sample provided by the vendor. Items delivered by a successful bidder must be equal in all respects to the sample or to those referred to by catalog number on the bid specifications.
24. All prices quoted must be "per unit" as specified (e.g. do not quote "per case" when "per dozen" is requested; otherwise the bid may be rejected).

25. The vendor must complete ALL information required on the bid form. Failure to fully complete all parts of any line item may cause the bid to be rejected (e.g. if the bid calls for a “per quart” item and also requires that “per ounce” cost be indicated you should show BOTH costs).

III SUBSTITUTE OR “OR EQUAL” ITEMS

26. It is the bidders’ responsibility to demonstrate that the items they are bidding are equal to the bid specifications. Therefore, when a bidder is proposing an “or equal” item or a substitute item, the bidder must provide sufficient documentation and/or samples to allow the PCSD to make a determination.
- a. The documentation or samples must be clearly labeled as to the line item number and bid.
 - b. Documentation must include size, weight, chemical composition or other such information so that it may be compared to our bid specification.
 - c. Failure to provide sufficient documentation may result in the substitute of “or equal” item not being considered.

IV QUANTITIES

27. All quantities listed are approximate and may be increased or decreased by PCSD at the time of purchase. The quantity indicated represents only our estimate and is not intended to be an exact quantity. PCSD reserves the right to increase or decrease their portion of the total estimated quantities, as in the best interest of PCSD.

V AWARD

28. The award for this bid will be made by the approval of a resolution and by the Board of Education of the Poughkeepsie City School District. The Board of Education reserves the right to waive any informality in or to reject any or all bids and the same will be binding for a period of ninety (90) days subsequent to the day of the bid opening. It is anticipated that the award will be made at the PCSD Board of Education meeting in late June (date TBD). This bid will be awarded to a single contractor. This award will be based on the lowest aggregate bid, by a responsible, qualified bidder that meets or exceeds the bid specifications; as determined by PCSD. The contract will be in the form of an approved resolution by the Board of Education of the Poughkeepsie City School District, awarding the bid. Upon award, the Contractor shall be notified of the same in writing.

VI INSURANCE

29. In contract and/or purchase order, involving provision of services, and/or the delivery and installation of any material and equipment, the successful bidder shall take out and maintain, until the accepted completion of the work, Workers Compensation Insurance for all of its employees employed on the site of the project or contract period, and in case any work is sublet, the successful bidder shall require the sub-contractor similarly to provide Workers Compensation Insurance for all the latter’s employees so as to keep the PCSD free from blame in any one and/or series of occurrences involving sickness and/or personal injury.

30. In contracts and/or purchase orders involving the providing of services, the installation or any material and/or equipment, the successful bidder shall take out and maintain, until the accepted completion of the work, Public Liability and Property Damage Insurance as shall protect him, any sub-contractor performing work covered by these specifications and the PCSD, from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from any operation in connection with these specifications, whether such operation be by himself, any subcontractor or by anyone directly or indirectly employed by them. The successful bidder will need to provide to PCSD an original insurance certificate(s) showing that the bidder has insurance policies currently in effect, with at least the minimum requirements and dollar amounts, as specified in this bid document. PCSD must be listed as 'ADDITIONAL INSURED' and 'CERTIFICATE HOLDER' on the provided insurance certificate.

VII INSPECTION OF SITES

31. We are requesting that you meet with Marcos Rodriguez (or his designee) for a "Site Visit" or "walk through" of this project. Call (845)451-4996 to schedule. At the time of the opening of bids, each bidder will be presumed to have inspected the site(s) and to have examined and to be thoroughly familiar with the drawings, general requirements and specifications (including all addenda thereto). The failure 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/her bid.

VIII ADDENDUM

32. 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 had at the PCSD Business Office on or before the date of the opening of the bids. After the opening of bids, all interpretations and meanings of the specifications will be made by PCSD.

IX INSTALLATION

33. The Contractor shall furnish the services or deliver, and install complete, unless otherwise noted, material 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 and/or accessories shall be included in the bid price.
34. All of the service, materials and/or equipment furnished and installed under this contract shall be guaranteed by the Contractor, in writing for one (1) year after completion against any and all defects which are the result of improper design, materials construction or installation, if called for. Immediately upon notice by the owner (at any time during the guarantee period), the Contractor shall fully make good such defects by replacing the same with new work, without cost to the owner.

X PREVAILING WAGE RATES

35. PREVAILING WAGE RATES-The Bidder is required to pay the Prevailing Wage Rates and the Prevailing Hourly Supplements pursuant to Section 220-A of the NYS Labor Law. The current Prevailing Wage information is available on the internet at: <http://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1504420>. The contractor will be required to pay any and all additions to the prevailing wages brought about by any change in the Prevailing Wage Schedule.

The Contractor must submit a *Verified Statement of Payment of Prevailing Wages* form and certified Payroll to Poughkeepsie City School District, Business Office upon request of PCSD with each invoice.

XI FAILURE TO PERFORM OR DELIVER

36. If the successful bidder fails to deliver within the time specified in the bid specifications or on the purchase order or within reasonable time as interpreted by PCSD (normally 30 days from receipt of purchase order) or fails to make replacement of rejected articles when so requested immediately or as directed by PCSD, PCSD may purchase from other sources to take the place of the item rejected or not delivered. PCSD reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the PCSD promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchase shall be deducted from the contract quantity.
37. If the successful bidder fails to deliver as ordered, PCSD reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.

XII PERFORMANCE BOND

38. The PCSD at its discretion may require the low bidder to post a Performance Bond. When requested by PCSD, bidders receiving awards must produce proof of a Performance Bond. Failure to do so will result in the loss of the bid.

XII CANCELLATION

39. If a contractor fails to perform services in accordance with bid specifications, the District reserves the right to cancel the bid award (and contract) following 30 days written notice.
40. If the successful bidder fails to deliver as ordered, PCSD reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.
41. The right is reserved by PCSD to cancel any purchase order or part thereof if said order is not filled within the contract time or stated in the bid document, or on the purchase order issued by PCSD.

- 42. The right is reserved by PCSD to cancel any purchase order or part thereof if said order is not filled within the contract time or stated in the bid document, or on the purchase order issued by PCSD.
- 43. Sixty (60) working days after the date of opening, in the event that no awards have been made, all bids shall become null and void.

XIV ASSIGNMENT OR TRANSFER OF BID AWARD

- 44. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title or interest therein, or his power to execute such contract, to any person, company or corporation without the previous written consent of PCSD.

XV PERIOD OF THE BID

- 45. Bid prices must be honored by the vendor for the period indicated on the Bid Offer Form contained in these specifications. The bid award may be extended beyond the bid period by mutual consent of the successful bidder and the Board of Education of the PCSD. The length of the extension will be determined by mutual consent of the participating parties for up to one year.

XVI DELIVERIES

- 46. Deliveries may be required to be made to PCSD facilities. If so, they will be at the facilities and locations included unless otherwise noted. No help for unloading will be provided. Suppliers should notify their truckers accordingly. Deliveries shall be made from 7:30 a.m. to 1:30 p.m., Monday through Friday unless otherwise noted by PCSD. Notice of delivery shall be made twenty four (24) hours in advance. All materials and supplies must be securely packed in uniform containers, adequately marked as to contents and delivered without damage or breakage in such units specified in schedules.
- 47. Items shall be securely and properly packed for shipment, storage and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, bailing or sacks.
- 48. The successful bidder shall be responsible for delivery of items in good condition at the point of destination. The successful bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. In the absence of a representative from the successful bidder, PCSD staff (if they are present at the time of delivery) will note for the benefit of successful bidder when packages are not received in good condition. Contractors' personnel should be present to receive any and all of its deliveries.
- 49. The right is reserved by PCSD to cancel any purchase order or part thereof, if said order is not filled within the time stated in the bid document or on the purchase order.

XVII PAYMENT

- 50. Payment will be made only upon successful completion of any purchase order issued by the PCSD (45 business days). Any other payment schedule will be as specified in the attached exhibit if applicable.
- 51. Payment will be made only after the proper presentation of invoices or claim forms as required by PCSD.
- 52. Payment for the used portion of an inferior delivery will be made by PCSD at an adjusted price basis.
- 53. Payments of any claim shall not preclude the PCSD from making claim for adjustments on any item found not to have been in accordance with general conditions and specifications.

XVIII SAVINGS CLAUSE

- 54. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

XIX STORAGE FACILITIES

- 55. Any use or storage space or within any PCSD properties or facilities will be at the sole discretion of PCSD. Since space if assigned will be a convenience to the contractor, the contractor will use such space at his/her own risk. It will be understood that PCSD does not assume any responsibility for the adequacy of the space assigned (if any), nor the safe keeping of the items stored.
- 56. Any storage space provided will be returned in a broom clean condition, and at least in the condition it was in when provided.

XX PRE-AWARD MEETING

- 57. Prior to the award of the contract, a meeting of the potential successful bidder and the PCSD must be held and documented.
- 58. The purpose of the meeting is for the contractor and the PCSD to review all aspects of the contract and to ensure that each party fully understands the expectations of each other in regard to the contract.

XXI INSURANCE REQUIREMENTS

Insurance Requirements

Contractor's Liability Insurance: The contractor must maintain the limits of the following coverage and submit a Certificate of Insurance from their carrier prior to the commencement of any work. The Poughkeepsie City School District must be named as "Additional Insured" and "Certificate Holder" on all Certificates of Insurance provided.

Coverage requirements:

1. Claims under workers' compensation, disability benefit and other similar employee benefits which are applicable to the Work to be performed.
2. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including the loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. Claims for bodily injury or property damage arising out of completed operations; and
8. Claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.
9. General Liability:

\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations
\$1,000,000	Personal and Adv. Injury
\$1,000,000	Occurrence
\$ 50,000	Fire Damage
\$ 5,000	Medical Expense

Coverage to include Broad Form Property Damage, Contractual Liability, Independent Contractor's, and Personal Injury. No exclusion for XCU or hazards shall be endorsed to the Policy.

10. Auto Liability to cover ALL autos; or Owned, Hired, Leased and Non-Owned Autos.

\$1,000,000	Combined Single Limit or
\$ 500,000	Bodily Injury (per person)
\$1,000,000	Bodily Injury (per accident)
\$ 500,000	Property Damage
\$ 5,000	Medical Payments
11. Workers' Compensation

Statutory	Part A
Employer's Liability	Part B
\$ 500,000	Each Accident
\$1,000,000	Disease Policy Limit
\$ 500,000	Disease Each Employee

CERTIFICATE OF INSURANCE:

The Bidder/Contractor/vendor shall file with the Poughkeepsie City Schools Business Office, prior to commencing work under this contract, a certificate of insurance.

1. CERTIFICATE OF INSURANCE SHALL INCLUDE:
 - a. Name and address of insured
 - b. Issue date of certificate
 - c. Insurance company name
 - d. Type of coverage in effect
 - e. Policy number
 - f. Inception and expiration dates of policies included on certificate
 - g. Limits of liability for all policies included on the certificate
 - h. Poughkeepsie City School District, 18 So. Perry St. Poughkeepsie, NY 12601
must be named as "Additional Insured" and "Certificate Holder" on the insurance certificate.
2. If the bidder's/contractor's/vendor's insurance policies should be non-renewed, canceled or expire during the life of the contract, the School District shall be provided with a new certificate indicating the replacement policy information as requested above. Thirty days (30) prior written notice to the Poughkeepsie City School District for cancellation is applicable.

Work performed under this bid and contract can be at any owned/leased facility of PCSD in Dutchess County, New York.

Facilities in this bid must include but not be limited to:

JANE BOLIN SCHOOL/ADMINISTRATIVE BUILDING
18 So. Perry St.
Poughkeepsie, NY 12601

CLINTON SCHOOL
100 Montgomery St.
Poughkeepsie, NY 12601

KRIEGER SCHOOL
265 Hooker Ave.
Poughkeepsie, NY 12603

SOJOURNER TRUTH ELEMENTARY SCHOOL
101 Mansion St.
Poughkeepsie, NY 12601

WARRING SCHOOL
283 Mansion St.
Poughkeepsie, NY 12601

POUGHKEEPSIE MIDDLE SCHOOL
55 College Ave.
Poughkeepsie, NY 12603

POUGHKEEPSIE HIGH SCHOOL
70 Forbus St.
Poughkeepsie, NY 12603

SMITH EARLY LEARNING CENTER
372 Church St.
Poughkeepsie, NY 12601

(OLD) ADMINISTRATION BUILDING/BUS GARAGE/MAINTENANCE SHOPS
11 College Ave.
Poughkeepsie, NY 12603

BID

Bid must contain all items (Forms) indicated on the "Bidders Checklist" (page 17 of this document), including but not limited to the "Bid Offer Form". All indicated forms must be included in the bid submittal.

BIDDER'S CHECKLIST

Your response to our above referenced bid will be considered unresponsive and will be subject to rejection if the following forms, etc. are not included at the time of the bid opening.

- ☐ BID OFFER FORM (2 page form)
- ☐ CORPORATE RESOLUTION
- ☐ HOLD HARMLESS AGREEMENT (Notarization required)
- ☐ AFFIDAVIT OF NON-COLLUSION AS REQUIRED BY NYS LAW (2 page form)
- ☐ EXPERIENCE/REFERENCES SHEET (additional sheets may be added if desired)
- ☐ INSURANCE STATEMENT
- ☐ IRAN DIVESTMENT ACT: Certification of Compliance or Declaration of Bidder's Inability to Provide Certification of Compliance (one form required)
- ☐ BIDDER'S STATEMENT ON SEXUAL HARASSMENT IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW SECT. 139-1
- ☐ CONFLICT OF INTEREST CERTIFICATE

IF AFTER AN AWARD HAS BEEN MADE AND YOU CANNOT SUPPLY THE AWARDED ITEMS AND THE ITEM HAS TO BE RESCINDED, THERE WILL BE A \$250.00 CHARGE TO COVER PAPERWORK EXPENSES.

**PLEASE RETURN THE FOLLOWING
SHEETS ONLY**

BID OFFER FORM (Sheet one of two)

PCSD PLUMBING & HVAC SERVICE (Hourly)

Note: SINGLE CONTRACT

BID OPENING:

Time: June 16, 2025

Date: 2:00 p.m.

Note: This will be a PUBLIC opening

LOCATION: Poughkeepsie City School
District 18 So. Perry St.
Poughkeepsie, NY 12601

TO: Mr. Marcos Rodriguez
Director, Facilities & Operations
Poughkeepsie City School
District 18 So. Perry St.
Poughkeepsie, NY 12601

Bid Amount per Specifications: All amounts include product and service as noted.
Bid amounts below will be for the service period of July 1, 2022-June 30, 2023

	<u>Bid Amount</u>
Hourly Rate	\$ _____
Overtime Hourly Rate	\$ _____
Holiday or other rate (if applicable)	\$ _____
Other Expenses (Additional expenses, if applicable)	\$ _____
Travel Cost, if any	\$ _____
Parts Mark-up; Relative to Contractor's Cost (Contractor invoiced costs must be verifiable)	_____ % Percentage

BID OFFER FORM (Continued, Sheet two of two)

PCSD PLUMBING & HVAC SERVICE (Hourly)

In accordance with the advertisement to bidders, general specifications, and contractual responsibilities as listed by the District; the undersigned proposes to sell the indicated services, supplies and equipment to be furnished to specification, or equal quality (upon approval of the Poughkeepsie City School District), at the prices bid on this form.

Signed (Authorized Representative)

Name of Company

Date

EXPERIENCE/REFERENCE SHEET

VENDOR (BIDDER) NAME: _____

All bidders will be required to complete this form providing three (3) references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the Bidder within the last thirty-six (36) months. The School District reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

Poughkeepsie City School District or any of its departments may be listed as an additional reference, but may not be substituted for any of the three required references.

1) Reference Name: _____
Address: _____
Telephone: _____ Contact Person: _____
Contract Date: _____

2) Reference Name: _____
Address: _____
Telephone: _____ Contact Person: _____
Contract Date: _____

3) Reference Name: _____
Address: _____
Telephone: _____ Contact Person: _____
Contract Date: _____

Additional reference sheets may be added if desired.

CORPORATE RESOLUTION

Resolved that _____
(Print name and title)

be authorized to sign and submit the bid or proposal of this corporation for the following project _____ and to include in such bid or proposal the certificate as to non-collusion required by Section One Hundred Three--d (103-d) of General Municipal Law as the act and deed of such corporation, and for any misstatements in such certificates this corporate bidder shall be liable under penalties of perjury.

The foregoing is true and correct of the resolution adopted by

_____ Corporation at a meeting of its Board of Directors held on the _____ day of _____, 20 _____ and is still in full force and effect on this _____ day of _____, 20 _____.

Signature of the President (or other authorized officer) Printed Name and Title

Corporate Name (Print or Type)

(SEAL OF CORPORATION)

_____ is not a corporation.
Company Name (Print or Type)

Signed _____ Authorized Company Representative

Federal Tax ID# _____

INSURANCE STATEMENT

Bidder agrees as follows-please mark appropriate box(es):

1.

☐ Insurance Certificate as requested is attached
or

☐ I certify that I can supply insurance as specified (if awarded the bid)

2.

☐ I certify that my company will deliver by common carrier
or

☐ I certify that my company will deliver by company owned or leased vehicle

Insurance Certificate filed on _____
Date

FAILURE TO PROVIDE SPECIFIED INSURANCE (within five(5) business days from "Notice of Award" SHALL DISQUALIFY BIDDER.

AUTHORIZED SIGNATURE

HOLD HARMLESS AGREEMENT

(This form must be signed and notarized-Submit with bid)

It is hereby agreed and understood that the Bidder/Contractor/Vendor (Contractor) agrees to hold harmless and indemnify Poughkeepsie City School District (PCSD), the Board of Education of the Poughkeepsie City School District, or any officer, agent, servant, or employee of the PCSD from any lawsuit, action, proceeding liability, judgment, claim, or demand which may arise out of:

- A. Any injury to person or property sustained by the Contractor, its agents, servants, or employees or by any person, firm, or corporation employed directly or in- directly by them upon or in connection with their performance of under the contract, however caused.
- B. Any injury to person or property sustained by any person, firm, or corporation, caused by any person, firm or corporation, directly or indirectly employed by them upon or in connection with the performance under the contract.

The assumption of indemnity, liability and loss hereunder shall survive Contractor's completion of service or other performance hereunder and any termination of this contract.

The Contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Poughkeepsie City School District, the Board of Education of the Poughkeepsie City School District, or any officer, agent, servant or employee of the Poughkeepsie City School District on any claim or demand, and shall satisfy any judgment that may be rendered against the Poughkeepsie CSD, the Board of Education of the PCSD, or any officer, agent, servant or employee of the PCSD.

This Indemnification, Defense, and Hold Harmless Agreement shall apply to any lawsuit action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that Contractor may deem the same to be frivolous or without merit. It is intended that this Agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties, and individuals named above from any liability, cost of judgment, monetary or otherwise, as the same may relate to the personal and services provided by the Contractor.

Authorized Representative: Name and Title _____
(Print)

Signature _____ **Date** _____

Corporation (Contractor) Name _____

Sworn to me this _____ **day of** _____, **20**_____.

Notary Public Signature

AFFIDAVIT OF NON-COLLUSION
CERTIFICATION AND SIGNATURE FORM

NAME OF BIDDER: _____ Phone _____

BUSINESS ADDRESS:

Fax _____

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complimentary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by a firm or person to refrain from bidding or to submit a complimentary bid on this project.
6. My firm has not accepted or been promised any subcontractor agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complimentary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not

participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

- 8. By submission of this bid I certify I have read, am familiar with and will comply with any and all segments of these specifications.**

The person signing this bid, under the penalties of perjury, affirms the truth thereof:

Authorized Signature & Company Position

Print Name & Company Position

Date Signed

Federal ID Number

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) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

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 once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor any sub-contractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL §165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the Contract is renewed, extended or assigned that 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, 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 the _____, 20____

(Notary Public)

**DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OR
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 Bidder: _____

Address of Bidder: _____

Has the 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)

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 investment 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 say that
he/she is the _____ of the _____
Corporation and the foregoing is true and accurate.

SWORN to before me this
_____ day of the _____, 20____

SIGNED _____
(Notary Public)

**BIDDER’S STATEMENT ON SEXUAL HARASSMENT IN ACCORDANCE
WITH NEW YORK STATE FINANCE LAW §139-1**

In accordance with State Finance Law §139-1, which generally prohibits the School District from entering into contracts pursuant to the bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the bidder submits the following certification under penalty 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 the 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 shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Name of Bidder

Signature of Authorized Official

Printed or Typed Name of Official & Title

SWORN to before me this

_____ day of the _____, 20____

(Notary Public)