Department of Finance
515 North Avenue
New Rochelle, NY 10801

Tel (914) 654-2065

Mark Zulli
Commissioner

Edward Ritter
Deputy Commissioner

City of New Rochelle
New York

REQUEST FOR BID

To: All Prospective Bidders
BID SPEC No. 5360
For: Hourly Plumbing Services
DATE DUE: February 3, 2021
NOTE: Bids are due by 3:00 p.m.
Late bids will NOT be accepted!
Please continue to check our web-site for any changes to bid opening location and access to our facility.

Respond to: City of New Rochelle
Purchasing Office/Department of Finance
515 North Ave.
New Rochelle, N.Y. 10801

INSTRUCTION FOR RESPONDING TO THIS BID

1. Vendors interested in bidding on the referenced items should read the entire document. The vendor must complete all sections of this document including the VENDOR DATA SECTION and sign where indicated. Your signature identifies your acceptance of all terms and conditions herein.

2. All vendors must fill in the prices being requested in the places and formats indicated. All blank spaces in said bid shall be filled in and no changes shall be made in the phraseology, or in the items, terms and conditions contained therein.

3. Completed bids should be sent to the address identified at the top of this page.

4. Please indicated the bid specification number and due date on the outside of your submitted bid.

5. Faxed or emailed bids will not be accepted. Use US Mail, Special Delivery or Hand Delivery.

6. The City of New Rochelle is a sponsor of the Westchester Affirmative Action Equal Employment Agreement and encourages all minorities to submit bids. Firms qualified and certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) are strongly encouraged to submit bids.

Instructions, Terms and Conditions, Spec. #5360

1. Submission of Bids - Each bid must be in a separate sealed envelope, clearly labeled with vendor name, bid number and due date and addressed to City of New Rochelle, Department of Finance-Purchasing Office, City Hall, New Rochelle, New York 10801. All bids must be properly signed and received by the time and date specified in order to be valid.

2. Award of Bids - Awards will be made, if at all, to the "lowest responsible bidder" meeting the specifications. The City reserves the right to reject any and all bids or portion thereof, or any bids that are vague, incomplete or indefinite.

3. Withdrawal of Bids - The submission of the bid proposal shall constitute an irrevocable offer which shall remain in full force and effect until the bid proposals received by the City are either accepted or rejected. Proposals may be withdrawn at any time prior to the bid opening.

4. Bid Deposits - Bid deposits, if required, will be returned to unsuccessful bidders after the bid has been awarded. A successful bidder's deposit will be returned after a written contract has been executed, or after a performance bond, if required, has been accepted by the City.

5. Bid Format - Bidders are advised to become familiar with all conditions, instructions and specifications governing this bid. Once the award has been made, failure to have read all the conditions, instructions and specifications shall not be cause to alter the original bid.

All bids must be priced per unit specified in the bid specifications or on the bid form submitted, and must be signed and dated. In the event of a discrepancy between the unit price and extension, the unit price will govern. No exceptions will be allowed with regard to errors made in the computation of a bid.

Purchases by the City of New Rochelle are not subject to any federal, state or local taxes. Do not include any of these taxes when bidding or invoicing. Exemption certificates will be furnished upon request.

6. Substitutions - Any deviation from specifications or indicated brand shall be clearly stated and fully explained by accompanying specification sheets with submitted bid. Samples shall be supplied by the vendor, at no charge to the City, upon request. The City reserves the right to accept equals approved by it. If exception to indicated brand is not noted, bidder is required to deliver brand specified.

7. Delivery of Product - All delivery are to be considered inside delivery to locations as specified by the authorized City agent. All items must be guaranteed against faulty material and workmanship and delivered as such. Deliveries of incorrect or faulty items will be rejected and returned at vendors' expense. Failure to deliver within the specified time maybe cause for cancellation of the order.

8. Shipping Terms - Shipping terms will be considered F.O.B. Destination and without charge for containers, packing, etc., unless specified on the bid and the cost thereof quoted.

9. Payment Terms - The City of New Rochelle shall pay invoices at net 30 days after receipt of invoice and of material; whichever is later, unless alternate terms are indicated on the bid.

10. ACH Payments – The City is moving toward ACH payments, awarded vendor will be supplied with our ACH authorization form should you wish to accept payments via this method.

11. Collusion Clause By submission of this bid, each bidder and each person signing on behalf of any bidder certified, and in the case of a joint bid, each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

A. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor; and
B. unless otherwise requires by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
C. 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.

The bidder certifies that this bid is made without any connection with any other person making a bid for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the city treasury is directly

or indirectly interested therein, or in supplies materials and equipment to which it relates, or in any portion of the profits thereof.

11. The City of New Rochelle is a sponsor of the Westchester Affirmative Action Equal Employment Agreement and encourages all minorities to submit bids. Firms qualified and certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) are strongly encouraged to submit bids.

12. METHOD OF AWARD: The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications. The City guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The City of New Rochelle reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the City of New Rochelle and the vendor. Additionally, the City reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it at any time.

13. Iran Divestment Act – By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

14. Prevailing Wage (PRC 2021000440) - All vendors submitting bids are required to conform to all current NYS prevailing wage laws, the City has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. Current rates are available by calling the NYS Department of Labor at (585) 258-4505. Rates are also available via the internet at: http://198.22.236.39/prevailing_wage_home.shtm

NOTE: Vendors currently on the NYS Labor Department Debarred list will not be considered for award of this contract. By submitting a bid for consideration, the vendor is indicating to the County that they are currently in good standing with the NYS Department of Labor at the time of the bid.

STATEMENT OF NO BID

RETURN THIS FORM ONLY IF YOU ARE SUBMITTING A "NO BID"

It is the intent of the City of New Rochelle to afford all suppliers an equal opportunity to bid on all commodities, operating supplies, equipment and/or services as listed in this specification.

In the event your firm declines to bid, kindly advise the City of New Rochelle Purchasing Department to that effect by completing and returning this document.

City of New Rochelle Purchasing Department,

We, the undersigned, have declined to bid on your Request for Quotation/Proposal

Specification No. 5360 Hourly Plumbing Services for the following reasons:

_____*We do not offer this product/service*

_____*We are unable to supply the product/service at this time*

_____*We are unable to meet the specifications*

_____*We are unable to meet the bond requirements*

_____*Other:*

We understand that if the no bid letter is not executed and returned our name may be deleted from the list of qualified bidders for the City of New Rochelle.

COMPANY NAME:

ADDRESS:

TELEPHONE #:

REQUEST FOR BID
SPEC. #5360

The City of New Rochelle (City) is requesting quotations from fully licensed and insured Plumbing Contractors, to provide Plumbing Repair and Emergency Services on an as needed basis in accordance with terms, condition and specifications herein.

Bidders must be licensed by Westchester County to perform work within the City of New Rochelle. Copy of valid license must accompany your bid reply.

Term of Contract
The contract shall be awarded for a term of one (1) year with an option to renew for an additional four (4) years, which will be in one (1) year intervals and renewed upon mutual consent.

Scope of Work
It is the intent of this bid document to provide for skilled expert plumbers and working supervision on an Hourly Time and Material basis for various regular and routine repairs, upgrades, emergencies and limited modification work at City owned properties. This contract will be used by the City on an "AS NEEDED" basis.

The trade classifications are indicated in this bid document. The labor rate is to be inclusive of all costs, supplemental benefits, overhead, and profit.

In addition to an hourly bid rate, all repair parts/materials may be provided at a predetermined bid discount/or mark-up for each trade as listed on bid proposal. The awarded contractor must provide **documentation** verifying the manufacturer's suggested retail price or wholesale price list, whichever is applicable, upon request for items below $100.00. For any individual part or individual material item whose value is **$100.00** or more, the manufacturer information MUST accompany the invoice to the City. All materials/parts are to be itemized as can be practically estimated on all quotations and fully itemized as to what was actually used on final invoices (no lump sums for either labor or material will be allowed).

All scheduled work shall be done during regular business hours, Monday through Friday, 8:00 am to 4:30 pm unless otherwise authorized or instructed by the City.

Emergencies will be deemed to be any calls outside of the above normal work hours or which require immediate response.

Permits: When required by law, it is the contractor's responsibility to apply for and receive any necessary permits from state, county or local city entities. If required, the documented costs may be added to invoicing.

Award and Distribution of Work
Contractors shall bid their hourly rates for work performed by Journeymen Plumber, Apprentice Plumber, and Laborers for times as indicated on the attached "Cost Summary sheet**".**

It is the City's intent to utilize the services of the up to four (4) of the lowest responsible bidders on an as needed basis for plumbing repair/emergency services. The City does not guarantee that services will be required from any of the awarded vendors.

The City reserves the right to solicit alternate proposals/quotations for any plumbing work at the

sole discretion of the City.

In general, the procedure for the distribution of work shall be to contact the lowest bidder first. If the lowest bidder is unable to respond and/or provide the services required within the time frame as determined by the City, the second, and then the third and fourth lowest bidder will be contacted in that order.

Response Time

a) Non- Emergency Repairs:

   Repair services categorized by the City as non-emergency service will require next business day response time.

b) Emergency Repairs:

The successful bidder(s) must be able to respond to emergencies as categorized as such by the City within one (1) hour response time, twenty four (24) hour per day, seven days per week.

Prevailing Wage – PRC 2021000440
Contractor agrees to comply with the Westchester County Prevailing Wage Rate Schedule for personnel providing service under this contract. The wages paid under this contract shall not be less than the prevailing wages and supplements as set forth by law. The contractor is required to keep informed of all changes during the term of this contract that apply to individuals supplied by the vendor for this contract. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

Workmanship Requirements

a) All work shall be performed in a first class manner, in strict accordance with the best-recognized and approved standards and to the satisfaction of the City.

b) Damage to Public or Private Property: Under this agreement, the awarded vendors shall be responsible for making necessary repairs to public or private property damaged by their work at the contractor's sole expense.

c) All debris removal shall be the responsibility of the awarded contractor(s).

d) All work must be performed in a safe manner and in accordance with all OSHA safety requirements, and comply with all Westchester County, New York State, and Federal Government Labor Laws.

Payment Terms
Payment will be made on a per occurrence basis throughout the life of this contract for services in accordance with the price schedule submitted by the successful bidder(s).

Invoice must be submitted within 10 business day of the completion of work.

The City is moving towards ACH payments; awarded vendor will be provided our registration form.

Time and Material Invoicing

Invoice must be broken down by hourly labor rate and an itemized list of materials if applicable. At least the following information must be included in your invoicing:

- Date(s) of Service with work location
- Description of materials used, if any
- Description of machinery used, if any
- Back-up for all individual material items in excess of $100.00
- Wage Rate Classification, Staffing Hours multiplied by bid hourly rate

The City will NOT pay for travel time to and from the work site, or for wait time. The only billable time is that in which work is being performed on the site.

Emergency or Other Related Work – The awarded vendor shall provide emergency service between regular inspections on a time and materials basis as may be required. Vendors must include in their proposal reply their hourly labor rates as requested on the Cost Summary page herein.

Contractor shall submit a signed copy of Service Work Order which shall clearly indicate location of work, nature of complaint, equipment serviced, remedy and time-in/time-out in addition to the invoice that shall indicate parts required to complete repairs. Invoices that do not list each item, location and labor rates separately will cause delay in payment.

Response time for Emergency and Other Related Work shall not exceed 4 hours. Emergency shall be determined solely by the City. For all other calls, technician shall be on site within 24 hours. All services, excluding emergency, shall be done during our normal business hours 8:00am to 4:30am, Monday-Friday unless otherwise directed by City Officials.

Emergency Phone Numbers(s) / Contact Person(s): _____

_____

Material Costs – All materials used will be listed on the invoice by manufacturers name and model number documentation of material costs (invoices, etc.) of items greater than $100 must be provided with the awarded vendors invoices. All materials and replacement parts must be OEM in order to avoid any product warranty issues.

Repairs Outside the Scope of Work – Some repairs may fall outside the scope of work listed. In this case contractors should contact Authorized City Officials. Upon approval of City Officials, the contractor shall submit a quotation in writing for any work outside of the scope. The City also has the right to seek competitive quotations from other contractors.

All quotations shall contain the following: scope of work, name of authorizing City of New Rochelle and representative, estimated of labor hours and hourly rates, list of material to be used and cost, total estimated cost for the project.

Should any repair work be performed without authorization, payment will not be made.

Safety – The contractor shall adhere to all OSHA safety rules while the work is in progress. Contractor shall maintain the work site in a clean and orderly fashion. All debris shall be cleaned and removed from the work site each day.

Cancellation – any violation of the terms, conditions, requirements and/or non-performance of the contract shall result in immediate cancellation. The agreement may be cancelled in whole or in part by the City for any other reason(s) upon 30 days written notice.

Contract Price Adjustments Upon Renewal – The proposed rates shall remain firm through the first contact period with no price adjustments allowed. Contractors may submit a request for price adjustments on the yearly anniversary date of the contract. Any request for adjustments(s) shall be submitted thirty (30) days in advance of the anniversary date in writing to the Purchasing Department.

Any and all price adjustments shall be limited to the percentage increase in CPI Index All Urban Consumers for the preceding Twelve (12) months. The City reserves the right to reject any request for price increase deemed excessive.

Warranty
All repairs must be warranted for forty-five (45) days on all parts and labor from the date of completion of the work. Any repair or replacement for any and all failures within the warranty period will be at the contractor's expense.

New York Law and Venue
This contract shall be construed under the laws of the State of New York. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this contract shall be brought in the Supreme Court of the State of New York, Westchester County.

In addition, City contractors which are not incorporated in the State of New York shall produce a **Certificate to Do Business in the State of New York from the New York Secretary of State** prior to executing their contract with the City.

Iran Divestment Act
By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Bidder Qualification and Information Requirements
All terms, conditions and requirements as set forth in this request for bid must be satisfied as of the date of bid submission.

Bid responses will only be accepted from thoroughly competent, experienced and financially qualified Plumbing Contractors according to the qualification requirements as listed herein and successful fulfillment of said requirements as determined by the City of New Rochelle. Bidders must be licensed by Westchester County to perform work within the City of New Rochelle.

Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the bidder and shall be grounds for bid rejection

a) The contractor must possess all licenses required by all authorities having jurisdiction to perform the work. Bidders must submit a copy of their valid Westchester County Plumbing license with the bid response.

Is your license copy included herein? _____YES, _____NO

b) The bidder must submit a list of at least three municipal or commercial (3) references including contact person names, phone number, company name, email address and the year similar service was provided.

_____
_____
_____

c) Name and title of the executive in charge.

_____

d) Submit statement of the number of years the company has been in business____ years in business

e) Please provide an emergency phone number and the name of who to contact.

_____

Liability Requirements

The successful company must furnish the City with Certificates of Insurance **and Endorsement** prior to commencement of work. The required coverage shall not be less than the following:

Workers Compensation	Statutory Requirements
New York State Disability Coverage	Statutory Requirements
Public Liability/Property Damage	$2,000,000 combined single limit
Automobile Liability	$2,000,000 per occurrence
Errors and Omissions	$1,000,000 per occurrence

Insurance certificates and endorsement shall name the City of New Rochelle as additional insured party, shall state that all coverage be primary to any other insurance coverage held by the city, and be accompanied by an endorsement.

THE FOLLOWING SATEMENT MUST BE PRINTED ON CERTIFICATE:
ALL COVERAGE SHALL BE PRIMARY TO ANY OTHER INSURANCECOVERAGE HELD BY THE CITY

"The City of New Rochelle is named as an additional insured for all general and excess liability coverage based on the contractual liability of the Named Insured. Such general and excess liability coverage shall be primary to any other coverage carried by the City of New Rochelle with respect to acts or omissions of the Named Insured."

"It is intended by the parties hereto that the general and excess liability insurance provided by the

Contractor shall be primary to any other coverage carried by the City of New Rochelle with respect to liability coverage arising out of any acts or omissions by the Contractor. The City of New Rochelle will be named as an additional insured. Nothing contained herein shall be construed as making said general and excess liability insurance primary insurance for acts or omissions of the City of New Rochelle."

New York Law and Venue - The contract/agreement resulting from this RFP shall be construed under the laws of the State of New York. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this contract/agreement shall be brought in the Supreme Court of the State of New York, Westchester County. In addition, City contractors which are not incorporated in the State of New York shall produce a **Certificate to Do Business in the State of New York from the New York Secretary of State** prior to executing their contract with the City.

Iran Divestment Act - By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Labor Law PRC Numbers: - All vendors submitting proposals are required to conform to all current NYS prevailing wage laws, the City has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. Current rates are available by calling the NYS Department of Labor at (585) 258-4505. Rates are also available via the internet at: http://198.22.236.39/prevailing_wage_home.shtm

NOTE: Vendors currently on the NYS Labor Department Debarred list will not be considered for award of this contract. By submitting a proposal for consideration, the vendor is indicating to the City that they are currently in good standing with the NYS Department of Labor at the time of proposal.

Cost Summary - Spec. #5360

Pricing shall be submitted **per hour** for each labor category below. Regular hours will be Monday – Friday 8am -4:30pm, weekends (Saturday and Sunday), and emergencies are any weekday after 4:30pm.

Any work under this contract requiring welding by plumber will be at no additional charge. To be included in the basic trade rate for the mechanic performing welding per NYS prevailing wage.

Item Number	Labor Category	Regular Hours 8:00AM-4:30PM	Weekends	Emergency
1	Plumber/Steamfitter			
2	Journeyman			
3	Jetter			
LABOR TO BE USED IN CONJUCTION WITH OTHER CATEGORIES UNDER THIS CONTRACT (If vendor intends to use general laborers to perform work in the City, this category MUST be completed)				
5	Laborer to work inside buildings (Building/Journeyman)			
6	Laborer to work outside buildings (Heavy & Highway)			

Hourly Rate for Standard Sewer Machine: _____

Material/Parts: Please provide a percentage markup on all parts and material.

Percentage Markup: _____

Markup in Words: _____

Submitted By _____
Please Print Name

as authorized representative of_____
Please print Company Name

Signed_____, dated _____

EXHIBIT A, Spec 5360
VENDOR DATA SECTION

All bidders must complete this section, sign where indicated and include with your response. Your signature identifies your acceptance of all terms and conditions herein.
SHIPPING TERMS: Unless identified below, freight will be considered F.O.B. Destination (no freight charged to the City). If your quote is F.O.B. Shipping Point (freight charged to the City) in addition to the prices quoted, please identify the cost of this freight. Please check one.

____F.O.B. Dest.____F.O.B. Shipping Point - Freight Charges will cost_____
DELIVERY: Date of delivery shall be_____

PAYMENT TERMS: The City of New Rochelle shall pay invoices at net 30 days after receipt of invoice and of material, whichever is later, unless alternate terms are indicated.
Alternate Payment Terms _____

OPTIONAL INFORMATION: Please indicate if your firm is certified as a minority or women owned business. This information is requested for statistical purposes only and will not have any influence on the award process.
Please indicate the appropriate status: _____MBE: business is certified as minority-owned
_____WBE: business is certified as women-owned
_____WBE/MBE: business is certified as minority women-owned

ACCEPTANCE: As a representative of the identified company, the signature below is authorized by said company and represents acceptance of all terms, conditions, and prices identified herein. By submission of this proposal/quotation, each bidder, and each person signing on behalf of any bidder, and in the case of a joint bid, each party thereto as to its own organization, under penalty of perjury, certifies that to the best of its knowledge and belief:

A. the prices in this quotation 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 any competitor; and

B. unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

C. 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.

The bidder certifies that this bid is made without any connection with any other person making a bid for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the City of New Rochelle treasury is directly or indirectly interested therein, or in any portion of the profits thereof.