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**Request for Proposal**  
**(hereinafter called RFP)**  
***For Construction Projects Not Exceeding \$20,000***

SUNY Fredonia will receive bids for Project No. **051039 – LoGrasso Hall Upgrade AHU & Ventilation System – Special Inspections** no later than **10:00 AM on April 28, 2023**. Bids shall be submitted on page 6, the Proposal portion of this Exhibit, along with the Special Inspections Unit Pricing Sheet, and shall be mailed or delivered to the Office of Facilities Planning, located at 140 Hendrix Hall on the Fredonia campus, where such proposals will be publicly opened and read aloud in the conference room. If mailing a bid, please use the following address (*do not use 140 Hendrix Hall, as it may be delivered to the dormitory side of the building and delivery unnecessarily delayed*): SUNY Fredonia, Office of Facilities Planning, 280 Central Avenue, Fredonia, NY 14063. *Fredonia strictly adheres to the requirements stated in this RFP and as such, Fredonia will not be responsible for mail delivery that is misdirected or delayed.* Firms mailing their Proposals must allow sufficient time to ensure receipt of their proposals by the time specified. Electronically transmitted qualifications will not be accepted.

**1. DESCRIPTION OF THE WORK**

The work shall include, but not be limited to, the requirements of the RFP, Exhibit A and A-1, the Prevailing Wage Rates, and the following attached documents:

- **Special Inspections Unit Pricing Sheet (to be submitted with your Proposal sheet)**
- **Statement of Special Inspections**
- **Construction Bid Drawings**
- **Construction Project Manual (includes the SUNY front end documents, technical specifications, and 2 addenda issued throughout the construction bid phase)**

The Project Manager is designated as: Ken Schmitz, Capital Project Manager at Facilities Planning  
Phone: (716) 673-3722; Email: [Kenneth.Schmitz@fredonia.edu](mailto:Kenneth.Schmitz@fredonia.edu)

**2. GENERAL CONDITIONS**

A Bid Security, Labor/Material and Performance Bonds are not required. Toilet facilities, water, and electrical power, as they exist, will be made available to the Contractor at no cost, from a location designated by campus. The Contractor will be responsible for all connections to the above utilities, and the removal and restoration of same upon completion of the work.

**3. INSURANCE**

Prior to commencing the work, the Contractor shall submit proof of insurance to the campus in the amounts indicated below.

- A. Worker's Compensation and Disability, as required by law.
- a. Proof of NYS Worker's Compensation is only accepted on the C-105.2 or U-26.3 form
  - b. Proof of Disability insurance is only accepted on the DB-120.1 form

**B. Contractor's Comprehensive General Liability & Property Damage Insurance****Bodily Injury & Property Damage Liability**

- \$1,000,000 Each Occurrence
- \$2,000,000 Aggregate

**C. Builders Risk**

- a. Project Value

**D. Automobile Liability & Property Damage Insurance****Bodily Injury & Property Damage Liability**

- \$1,000,000 Each Occurrence

**E. Owner's Protective Liability Insurance****Bodily Injury & Property Damage Liability**

- \$1,000,000 Each Occurrence
- \$2,000,000 Aggregate

**F. Asbestos Abatement Insurance (if applicable)****Bodily Injury & Property Damage Liability**

- \$1,000,000 Each Occurrence
- \$2,000,000 Aggregate

**4. TIME OF PERFORMANCE**

The Contractor shall complete all the work covered by the Contract by September 15, 2023 ~~within \_\_\_\_\_ calendar days after acceptance of this RFP by the University,~~ unless such period is otherwise extended in writing by the University.

**5. PAYMENT**

- A. Payment(s) shall be made to the Contractor in compliance with Article XI-A of the State Finance Law, and be based upon the value of the work satisfactorily performed to date.
- B. Due to the limited size of the project there will be a maximum of two (2) payments made, unless the project duration indicated in the Time of Performance above is in excess of sixty (60) calendar days.
- C. Upon completion of the work by the Contractor and acceptance by the University, a final payment will be issued. Acceptance by the Contractor, or anyone claiming by or through it, of the final payment shall constitute and operate as a release to the University from any and all claims arising out of the work covered by the Contract and for any prior act, neglect or default on the part of the University or any of its officers, agents or employees in connection therewith.

**6. CHANGE ORDERS**

- A. The University reserves the right to add to or deduct from the work and/or time of completion of the contract.

- B. Changes to the Contract amount will be agreed upon by both parties and be based on the fair and reasonable cost of: (i) labor, including all wages, required supplements and insurance; (ii) materials; and (iii) equipment, excluding hand tools. The Contractor shall be allowed a fifteen (15) percent overhead and profit mark-up on all work performed by its work forces. Subcontractors and Sub-Subcontractors shall be allowed a fifteen (15) percent mark-up on work performed by their work forces and the Contractor allowed an additional ten (10) percent mark-up on the Subcontractors or Sub-Subcontractors work. In no case shall the mark-up on any Change Order exceed the above percentages.
- C. An extension of the time of completion of the Contract may be granted by the University if requested in writing by the Contractor and submitted to the Consultant and the University. Such request must set forth the reason for the requested time extension.
- D. All Change Orders must be authorized in writing by the University.

## **7. RISKS ASSUMED BY THE CONTRACTOR**

- A. The Contractor solely assumes all risks, except those risks caused by defects in the Drawings or Specifications prepared or furnished by the Consultant or University, for loss or damage, to all or any part of the work covered by the Contract and for all claims, losses and damages for bodily injury, including death, and property damage arising out of or as a result of or in connection with the performance by the Contractor of the work covered by the Contract.
- B. The Contractor agrees to indemnify and save harmless the State University of New York, the Dormitory Authority of the State of New York, and the State of New York from all claims, losses and damages described above.
- C. The Contractor's obligations under this section shall not be deemed waived, limited or discharged by the enumeration in the Contract Documents of the kinds and amounts of insurance that it is required to and/or does procure.
- D. Neither the University's final acceptance of the work to be performed hereunder nor the making of payment therefor shall release the Contractor from its obligations under this section.
- E. Nothing in the Contract Documents shall create or give third parties, except the State University of New York and the State of New York, any claim or right of action against the Contractor, the Consultant, the State University of New York, the State University Construction Fund, the Dormitory Authority of the State of New York, and the State of New York beyond such as may legally exist irrespective of the Contract.

## **8. GUARANTEES**

The Contractor, at the convenience of the University, shall remove, replace and/or repair at its own cost and expense any defects in workmanship, materials, ratings, capacities or characteristics occurring in or to the work covered by the Contract within one (1) year or within such longer period as may otherwise be provided in the Contract, the period of such guarantee to commence with the University's final acceptance of all work covered under the Contract or at such other date or dates as

the University may specify prior to that time, and the Contractor, upon demand, shall pay for all damage to all other work resulting from such defects and all expenses necessary to remove, replace and/or repair such other work which may be damaged in removing, replacing or repairing the said defects.

## 9. TERMINATION

- A. The performance of work under this Contract may be terminated by the University, in whole or in part, for cause or whenever the University shall determine that such termination is in the best interest of the University or the State. Any such termination shall be affected by a notice in writing to the Contractor specifying the date upon which such termination shall become effective and the extent to which performance of the Contract shall be terminated. Such termination shall be effective on the date and to the extent specified in said notice.
- B. Upon receipt of a notice of termination, and except as otherwise directed in writing by the University, the Contractor shall:
1. Discontinue all work;
  2. Cancel all existing orders and subcontracts;
  3. Take such actions as may be necessary to secure to the University the benefits of any rights of the Contractor under orders or subcontracts;
  4. Transfer title and deliver to the University, in accordance with the direction of the University, all materials, supplies, work in process, facilities, equipment, machines or tools produced as a part of or acquired by the Contractor in connection with the work terminated by said notice, and all plans, Drawings, Working Drawings, sketches, Specifications and information for use in connection therewith; provided, however, that the Contractor may retain any of the foregoing if it so elects and foregoes reimbursement therefore;
  5. Take such action as may be necessary or as the Consultant or the University may prescribe for the protection and preservation of all property in the possession or control of the Contractor in which the University, under the provisions of the Contract, has or may acquire an interest.
- C. Upon the Contractor's compliance with the foregoing provisions of this section, the University, subject to deductions for payments already made, will reimburse the Contractor for actual expenses incurred in connection with the performance of this RFP prior to the receipt of the notice of termination. The University shall determine the allowability and amount of such expenses. In addition, the University shall pay a fifteen (15) percent mark-up for overhead and profit on all such allowable expense items. The amount payable under this section plus the amounts previously paid under this RFP shall not exceed the Proposal amount set forth in this RFP. In no event shall the Contractor be entitled to payment for loss of anticipated profit on uncompleted work nor shall the University have any liability for it.

- D. Notwithstanding the foregoing, should the notice of termination relate to only a portion of the work covered by the Contract, the Contractor will proceed with the completion of such portions of the work as are not terminated.
- E. Termination by the University under the provisions of this Section shall be without prejudice to any claims or rights which the University may have against the Contractor.

**10. PROVISIONS REQUIRED BY LAW**

Each and every provision required by law to be inserted in the Contract, including, but not limited to, the provisions set forth in Exhibit A which is attached hereto and made a part hereof, shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and in the event any such provision is not inserted or is not correctly inserted, then, upon the application of either party, this Contract shall forthwith be physically amended to make such insertion or correction.

**11. CONTRACT DOCUMENTS**

- A. The following Contract Documents are incorporated into, and made part of, the resultant Purchase Order or Formal Agreement: (1) the University's Request for Proposal; (2) the Successful Bidder's proposal; (3) Exhibit A, Standard Contract Clauses; (4) Exhibit A-1, Affirmative Action Clauses; and for agreements in excess of \$15,000 (5) Exhibit B, Procurement Lobbying Form.
- B. In the event of any inconsistency in or conflict among the documents described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) Exhibits A and A-1; (2) Exhibit B, (3) the Agreement; (4) this RFP; and (5) the Successful Bidder's proposal.
- C. The Contract Documents constitute the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, express or implied, which is not contained herein shall be binding or valid and the Contract Documents shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto.

**12. PREVAILING WAGE RATES**

The following are the rates of wages and supplements determined by the Industrial Commissioner of the State of New York as prevailing in the locality of the site at which the work will be performed:

Wage Schedules can be accessed online using **PRC # 2023004516**  
at <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1548479>.

If the Contractor is unable to access the prevailing wage schedule for the PRC # listed above, please contact the University for a copy of the wage rate schedule.

**13. OTHER REQUIREMENTS (if any)**

NONE

**PROPOSAL**

By submission of a bid, the Contractor acknowledges that he/she/it: has read and understands the RFP, the specifications and/or drawing(s) (attached), and its obligations thereunder as they pertain to the work; has inspected the site and is familiar with the conditions that affect the work; will comply with the requirements indicated in the Description of Work (above); will furnish the insurance indicated above; will take all necessary safety and security measures necessary for the protection of its workers, property and the public; will comply with all laws, rules, orders, regulations and requirements of Federal, State and municipal governments applicable hereto; understands that the State University of New York is a tax exempt State agency; and will cooperate and coordinate the work with the campus.

Upon acceptance by the State University of New York this document shall constitute a contract binding on the contractor.

**The Total Bid for the work and requirements contained in this RFP is for a NOT TO EXCEED AMOUNT of**

\$ \_\_\_\_\_  
*figures*

( \_\_\_\_\_ )  
*words*

Submitted by: \_\_\_\_\_  
*name* *title*

\_\_\_\_\_ / \_\_\_\_ / \_\_\_\_ for:  
*signature* *date*

\_\_\_\_\_  
*Name of Bidder*

\_\_\_\_\_  
*Address of Bidder*

\_\_\_\_\_  
*Federal I. D. Number*

\*The University reserves the right to reject any and/or all bids.