

INVITATION TO BID

AIR DUCT CLEANING SERVICES



Town of Victor

Bids due by August 21, 2025, 12:00 PM

**INVITATION TO BID
AIR DUCT CLEANING SERVICES**

JULY 30, 2025

The Town of Victor is accepting bids for the AIR DUCT CLEANING SERVICES for 4 Town of Victor government buildings until **12:00 PM on August 21, 2025**. At this time bids will be opened in the Main Conference Room located at the Victor Town Hall, 85 East Main St., Victor, NY 14564. All bids submitted after that time will be returned to the sender.

Bids should be labeled:

AIR DUCT CLEANING SERVICES

Sealed Bids should be
sent to:

Town of Victor
Attn: Town Clerks Office
85 East Main St.
Victor, NY 14564

Late responses will not be accepted. Faxed or emailed responses will not be accepted. The Town of Victor is not responsible for submissions not received, nor for late or undelivered mail or courier service.

General Instructions

Basis of Award

This contract will be awarded to the responsive and responsible bidder offering the lowest total cost and meeting all of the requirements as outlined in this bid document. The Town of Victor (Town) reserves the right to reject any and/or all bids or any parts thereof, to waive any informality in any bid, to require a modification of the contract terms at any time, and to select the bidder who, in the opinion of the Town, will meet the best interests of the Town, provided that nothing herein shall be deemed to waive any requirement of federal, state or local law. Under no circumstances will the Town be responsible for the cost of preparing any bid.

Bid Documents

Bids are to be:

- Submitted in duplicate unless otherwise indicated in the specifications.
- Submitted in a sealed opaque envelope with the bidder's name and address in the upper left-hand corner.
- Made out and signed in the corporate, or other, name of bidder. In addition, an authorized person must fully and properly execute the bid.
- Received no later than the time and date specified.

Additionally:

- Amendments to or withdrawal of bids received later than the time and date set for the opening will not be considered.
- Bidders or their representatives may be present at the bid opening.
- The Town of Victor may require further information and references on any individual or company placing a bid prior to the awarding of a bid.
- The Victor Town Board reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.
- The Victor Town Board reserves the right to correct an award erroneously made as a result of a clerical error on the part of the Town of Victor.
- All bid prices shall be complete and include all necessary equipment and supervision.
- All bid prices shall be for on-site service. No travel time will be allowed.
- Bidders who are currently on contract with New York State Office of Governmental Services (NYS OGS) for HVAC cleaning and inspection services will be given highest priority consideration. Contract number to be submitted with bid if applicable.

Contact Information

For technical questions, please contact:

Richard O'Donnell
Town of Victor
Phone: 585-742-5027
Email: rodonnell@townofvictoryny.gov

Quote for Town of Victor
AIR DUCT CLEANING SERVICES

Name of Business submitting quote: _____

Address: _____

_____, _____ State _____ Zip

Name of contact: _____

Phone number of contact: _____

Please provide the names, email addresses or phone numbers of three customers to be used as references:

Business Name: _____

Name and Contact Information: _____

Business Name: _____

Name and Contact Information: _____

Business Name: _____

Name and Contact Information: _____

BID DOCUMENT REQUIREMENTS & CHECKLIST

PLEASE COMPLETE, SIGN AND SUBMIT THE FOLLOWING BID DOCUMENTS
IN THE ORDER LISTED BELOW.

- _____ 1. One (1) marked "Original" and two (2) marked "Copy" of response
- _____ 2. Bid Document Requirements & Checklist completed, signed and dated
- _____ 3. License number and documentation (as required by applicable State & local laws)
- _____ 4. Exceptions Sheet (if deemed necessary by vendor)
- _____ 5. List of Subcontractors (if any)
- _____ 6. References Request pages
- _____ 7. All Addenda must be noted on Proposal Page
- _____ 8. Successful bidder acknowledges the requirement to provide a certificate of insurance.

Has the vendor previously conducted business with the Town of Victor? _____

Has your company ever been debarred from doing business with any federal, state or local agency? _If yes, please provide details including the agency name, date and reason for debarment on an attached page.

Vendor or Representative:

Signature: _____

Print Name: _____

Date: _____

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SPECIFICATIONS
AIR DUCT CLEANING SERVICES
AT 5 TOWN OF VICTOR FACILITIES

<p>SCOPE</p>	<p>This specification covers the requirements for the cleaning of air ducts and return systems in the (5) Town of Victor, New York governmental buildings. The objective is to remove all visible contaminants, debris, and microbial growth from ductwork and associated HVAC system components, ensuring compliance with indoor air quality standards and system performance expectations.</p> <p>Locations: Town Hall - 85 E. Main Street Town Court – 11 Framark Drive Highway Department – 60 Rawson Road Recycle Center – 60 Rawson Road Parks Maintenance Building – 60 Rawson Road</p>
<p>GENERAL REQUIREMENTS</p>	<p><u>Applicable Standards</u> All work shall be performed in accordance with the following standards and guidelines:</p> <ul style="list-style-type: none"> • NADCA ACR: Assessment, Cleaning, and Restoration of HVAC Systems (latest edition). • OSHA Regulations (29 CFR Part 1910 – General Industry). • EPA Guidelines for Indoor Air Quality and Duct Cleaning. • ASHRAE Standards related to HVAC system design and maintenance. <p><u>Contractor Qualifications</u> NADCA Certification</p> <ul style="list-style-type: none"> • The contractor must be a current member in good standing with the National Air Duct Cleaners Association (NADCA). • The project supervisor must hold a valid NADCA Air Systems Cleaning Specialist (ASCS) certification. • Proof of certification must be submitted with the bid proposal. • Must be registered with NYS Department of Labor. Required proof of registration prior to commencement of any contract.

- All bids must meet New York State prevailing wage requirements. The prevailing wage schedule can be found at:
- To access the PDF file of your Article 9 schedule, click on <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1592327>
- To access the PDF file of your Article 8 schedule, click on <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1592326>
- The Town may require submission of Payroll Records to insure compliance of prevailing wage rates.

Mandatory Walk-Through

If not done prior, all interested parties must set up a required walk-through of the facilities during the week of August 11th. No bid will be accepted by a vendor that has not participated in a walk through.

Experience

- The contractor must demonstrate a minimum of **5 years of experience** in commercial HVAC system cleaning.
- A minimum of **three (3) references** for projects of similar size and complexity in governmental or institutional facilities must be provided.

Hours of Work

- The contractor is required to submit a plan/schedule for the work to be performed for each location. Below is a list of locations and preferable days/hours:

Highway Facility – (8:00 AM to 4:00 PM)
 Recycle Center – Tuesday or Thursday (8:00 am to 4:00 pm)
 Parks Maintenance Building - (8:00 AM to 4:00 PM)
 Town Hall – After 3:00pm daily.
 Court Building – (Thursday or Friday) after 2:00 pm

Note: Town Holidays or weekends are possible

Work Execution

Pre-Cleaning Inspection

- Conduct a full system inspection of all Buildings.
- Identify and report damage, contamination, microbial growth, and inaccessible areas.

Cleaning Procedures

- Use **source removal methods** as defined in NADCA ACR, including agitation devices and vacuum collection equipment with HEPA filtration.
- Clean the following components as applicable:
 - Air handling units (AHUs)
 - Supply and return ductwork
 - VAV boxes and diffusers
 - Fan housings, blades, and coils
 - Registers, grilles, and diffusers

Antimicrobial Treatment (if required)

- Only EPA-registered antimicrobial agents may be used.

Verification and Quality Control

Post-Cleaning Inspection

- Visual inspection by both contractor and facility representative.
- Optional use of borescope or robot inspection camera for internal verification.
- Cleanliness shall meet or exceed **NADCA post-cleaning verification standards**.

Reporting

- Provide a comprehensive cleaning report including:
 - Before and after photographs
 - Summary of equipment and methods used
 - Identification of areas cleaned
 - Recommendations for maintenance

Acceptance Criteria

- Compliance with NADCA standards and scope of work.
- Absence of visible contaminants or debris.
- Approval by designated facility representative.

Safety and Environmental Controls

Worker Protection

- All personnel shall be trained in accordance with OSHA and NADCA safety practices.
- Use appropriate PPE, including respirators where required.

Facility Protection

- Protect all occupied areas from contamination and debris.
- Coordinate work schedules to minimize disruption to facility operations.

Submittals and Documentation

- NADCA certification documentation (firm and supervisor)
- Site-specific cleaning plan and safety plan
- MSDS for all chemicals used
- Pre- and post-cleaning reports
- Warranty documentation (minimum 1 year on cleaning workmanship)

1. Awarding Criteria

- a. In ranking an award, the Town will evaluate the Bids received considering such factors as listed below, as well as other factors which are considered pertinent:
 1. Compliance with Bid Document terms and conditions.
 2. Compliance with Specifications
 3. Simplicity of operations and maintenance
 4. Anticipated reliability of equipment
 5. Availability of parts, service facilities and technical personnel
 6. Warranties, if greater than the minimum requirements specified
 7. Delivery
 8. Price

<p>CONTENT OF BIDS</p>	<ol style="list-style-type: none"> 1. Detailed information on the services to be provided in conjunction with the above required specifications. 2. Estimated service timeframe after receipt of contract. 3. Detailed warranty information as well as any maintenance program that is available from the bidding firm. 4. Estimated response time for service and repairs.
<p>SERVICE</p> <p>Protection of Equipment, Materials, and Traffic</p>	<p>This Contractor shall be responsible for any damage to the work included in this Contract and shall repair any damage done to his work no matter by whom caused and leave the premises clean and in perfect order and repair at the termination of this contract.</p> <p>Provide protection for new equipment, materials, etc. which may be stored at the site.</p> <p>Protect all work areas at all times to prevent destruction, damage, or theft. This Contractor without extra compensation shall replace any of their equipment that is stolen or damaged. The Contractor is responsible to receive, unload, uncrate, store, and set their equipment in place.</p> <p>The Contractor shall provide all necessary barricades or other devices to protect the public from injury within the work area. It shall be the contractor's responsibility to protect the work zone from damages. Any damaged areas shall be removed and replaced by the Contractor at no additional cost to the Town.</p>
<p>TENTATIVE SCHEDULE OF EVENTS</p>	<p>Bid Issued: <u>July 30, 2025</u></p> <p>Site Inspections: <u>August 12-14, 2025</u></p> <p>Bids Due: <u>August 21, 2025 at 12:00 PM</u></p> <p>Bid Awarded: <u>August 25th, 2025 (Town Board Meeting)</u></p>

GENERAL TERMS AND CONDITIONS

All bids are subject to the General Terms and Conditions, Bid Specifications and Contract Proposal as provided.

<p>Price:</p> <p>Wage and Hour Provisions:</p>	<p>Bid prices will include delivery, F.O.B. destination, without extra compensation.</p> <p>All rubbish resulting from the work herein specified shall be periodically removed and legally disposed of by the respective Contractor. All quotes must include debris removal and clean up.</p> <p>If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.</p> <p>The Contractor's attention is directed to the fact that not less than prevailing wages set forth in Article 8 of the New York State Labor Law must be paid on this project. If requested, the Contractor will supply certified payroll documents prior to final payment for this project.</p> <p>Any deviation from these and all Labor requirements shall constitute a breach of contract.</p>
<p>Taxes:</p>	<p>The Town of Victor is exempt from the payment of the Excise Taxes imposed by the Federal Government, and the Sales and Use Tax of the State of New York. Such taxes should not be included in the bid price. Exemption certifications will be furnished to the successful bidder.</p>
<p>Award:</p>	<p>The Victor Town Board reserves the right to make an award which, in their judgment and recommendations from Town personnel, following bid evaluations, best meets the specifications and is deemed in the best interest of the Town. The Town reserves the right to increase or decrease all quantities indicated in this bid.</p>
<p>Discrepancies:</p>	<p>In the event there is a discrepancy between the unit price and the extended price, the unit price will prevail. In the event there is a discrepancy between the written price and the number price, the written price will prevail.</p>

Laws:	All deliveries shall comply in every respect with all applicable laws of the Federal Government and/or the State of New York.
Permits:	It is the responsibility of the successful bidder to obtain all Federal, State and locate permits when needed, and these expenses should be stated in the Bid submission.
Hold Harmless & Indemnification Agreement:	The bidder assumes full responsibility for its negligent acts, errors or omissions, and agrees to hold harmless and indemnify The Town of Victor, its agents and servants, from and against any and all claims, suits, damages, costs, losses, and expenses resulting from such negligent acts, errors, or omissions while conducting activities associated with this bid.
Non-Collusive Bidding Certification:	In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
Non-Collusive Bid Statement:	<p>The bidder, being fully informed regarding the accuracy of the statements made herein, certifies that:</p> <p>a. The bid has been arrived at by the bidder independently and has submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and,</p>
	<p>b. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.</p> <p>The bidder further certifies that this statement is executed for the purposes of inducing the Victor Town Board to consider the bid and make an award in accordance therewith.</p>
Non Discrimination Clause:	To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national

Equal Employment
Opportunities for
Minorities and
Women:

origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because

	<p>of race, creed, color, national origin, sex, age, disability or marital status.</p> <p>Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.</p>
Safety Standards:	<p>All contractors and their employees, agents and subcontractors are required to comply with all EPA, NFPA and OSHA safety standards at all times while working on site. The Contractor and employees, agents and subcontractors found to be in non-compliance may be removed from the work site, as well as subject to forfeiture of payment and/or contract termination. The District reserves the right to inspect the work site at any time for safety compliance. The District may require the contractor as well as any agents and subcontractors to provide a copy of their OSHA log for the three previous years for review.</p>
Debarment:	<p>The District reviews any bid being considered to assure that neither the contractor nor any subcontractor being utilized is subject to state or federal debarment based on published debarment lists. Persons or firms currently debarred that are included on the New York State Department of Labor Debarment List shall not be awarded a contract. No contract shall be awarded to any firm, corporation, partnership or association in which such persons or firms have an interest until the expiration date listed has passed.</p>
Payment Terms:	<p>Payment terms will be considered in an award under the following conditions:</p> <ol style="list-style-type: none"> 1. <u>Preferred Payment Terms:</u> Full payment will be made upon completion of work when invoices are received. The minimum payment time is 15 days from receipt of invoice.

Liability Insurance
(If Applicable):

The General Terms and Conditions require the bidder awarded the contract to maintain in force during the performance of the work policies of worker's compensation insurance, employers liability, bodily injury liability and property damage insurance covering the operations of the contractor and the use of all motor vehicles employed by the contractor. A certificate of insurance evidencing this fact that the contractor has secured the required insurance shall be filed with the Town of Victor at the time of the execution of this contract. **It is further required that the Town of Victor be named as an additional insured on a primary and non-contributory basis.** This should be shown under the description of operations portion of the certificate of insurance. All certificates should also indicate a notice of cancellation complying with state statute.

The Contractor agrees to provide services to the Town as an independent contractor and not as an employee, as those terms are understood for New York and Federal law purposes. The Contractor agrees to provide for, secure, and/or be solely responsible for any and all required fees, permits, Workers Compensation coverage, Unemployment Insurance, Disability Insurance, Social Security contributions, income tax withholdings and any other insurance or taxes, including but not limited to Federal and New York taxes, for any persons performing services pursuant to a subsequent agreement, including the Contractor, and any employees of the Contractor. The Contractor agrees to indemnify the Town and hold the Town harmless from any claims, suits, losses, or damages, including reasonable attorney fees, resulting from any failure on the part of the contractor to satisfy its obligations as stated herein.

Contractor shall respectively provide insurance during the life of the Contract with the following specific requirements:

Minimum Requirements for Certificate of Insurance

A. Commercial General Liability

- General Aggregate: \$ 2,000,000.00
- Product/Completed Operations Aggregate: \$ 1,000,000.00
- Occurrence Aggregate: \$ 1,000,000.00

B. Automobile Liability

- Personal Injury: \$ 1,000,000.00 for each occurrence
- Accident: \$1,000,00 for each accident
- Property Damage: \$250,000 for each accident
- Aggregate: \$1,000,000

C. Excess (Umbrella Liability) Liability

- The requirement that an umbrella policy be provided will depend on a case-by-case evaluation. Your exposure to catastrophic loss arising from the work or service being performed will determine the limit required.

D. Statutory Workers Compensation and Disability Insurance

- The Contractor shall provide to the Town of Victor certificates of Workman's Compensation and Disability Insurance in compliance with all provisions of the Workman's Compensation and Disability Insurance Laws of the State of New York.

In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

Underwriters: Underwriters upon any insurance or bond written in connection with this contract shall be companies, which are duly licensed to transact insurance business in the State of New York.

Stipulations:

A contract issued as the result of a bid shall not be considered exclusive. The Victor Town Board reserves the right to contract with other vendors for similar services when deemed appropriate.

The Victor Town Board maintains the right to withhold payment for unsatisfactory materials and/or workmanship until such time that the defect is corrected. If the defect is not satisfactorily repaired within 60 days, the Town may elect to have the repair done by an alternate vendor and subtract the cost from the contractor's invoice. The Town also reserves the right to deduct from the vendor's billing any costs incurred because of inferior or unsatisfactory materials and/or workmanship.

The Victor Town Board reserves the right to cancel the contract at any time with no cost to the Town. If the cancellation is for inadequate performance, then the cancellation shall be immediate. If the cancellation is for budgetary considerations or is based upon the discretionary right of the Town then the cancellation shall be upon thirty (30) days written notice.

The Victor Town Board reserves the right not to award the continuation of a multiple-year bid. The award of each year's contract is contingent upon adoption and approval of budgetary funds for this purpose.