

NOTICE TO BIDDERS
CHAPPAQUA CENTRAL SCHOOL DISTRICT
66 ROARING BROOK ROAD
P.O. BOX 21
CHAPPAQUA, NEW YORK 10514

The Board of Education of the Chappaqua Central School District, hereby invites submission of bids for:

CCSD BID # B2022-14

Paint and Field Supplies

Sealed envelope bids or digital bids will be received until **September 29th, 2022, by no later than 2:00pm** at the Purchasing Office, Education Center, 66 Roaring Brook Road, Chappaqua, New York -at which time and place all bids will be opened and read publicly. Mailing address for sealed envelope bids: Chappaqua Central School District, 66 Roaring Brook Rd., P.O. Box 21, Chappaqua, New York 10514 (if using third party courier, use street address only). Digital bids are to be e-mailed to mitrnik@chappaquaschools.org .

If further information is needed, call the Purchasing Office at 914 238-7200, Ext. 1013 or e-mail at mitrnik@chappaquaschools.org .

The Board of Education reserves the right to reject any and all bids which do not seem to be in the best interest of the School District. A bidder may be disqualified from receiving awards if such bidder or anyone in his or her employ has previously failed to perform satisfactorily on connection with public bidding or contracts.

CHAPPAQUA CENTRAL SCHOOL DISTRICT

CCSD BID # B2022-14: PAINT AND FIELD SUPPLIES

MAIN SPECIFICATION

Intent

Chappaqua Central School District is in need of a vendor or vendors to provide various paint and field supplies on an “as needed” basis.

Item Pricing & Submission

Prices must be valid for one year. Pricing is to be filled in on the attached Bid Proposal form.

Toxic Chemical Data Sheet

1980 amendments to the New York State Labor Law and Public Health Law require employers to furnish employees with information regarding their exposure to toxic substances. To facilitate this duty, Section 876(4) of the Labor Law provides that “any manufacturer, importer, producer or formulator of any toxic substance shipped or transported or sold for any use within the State must provide, upon request, the following information:

- A. The name or names of the toxic substance, including the generic or chemical name.
- B. The trade name of the chemical and any other commonly used name
- C. The level at which exposure to the substance is determined to be hazardous, if known
- D. The acute and chronic effects of exposure at hazardous levels
- E. The symptoms of such effect
- F. The potential for flammability, explosion and reactivity of such substance
- G. Appropriate emergency treatment
- H. Proper conditions for safe use of and exposure to such toxic substance
- I. Procedures for clean-up of leaks and spills of such toxic substance

Accordingly, we are requesting the above information regarding any product in this order that would contain a toxic substance. Please identify by name and other products or substances known to increase or decrease toxicity of the named product(s) when mixed together.

In the event that the chemical composition, toxicity, flammability or any other characteristic of the named product(s) changes or new information is obtained about items [A] through [I] listed above, bidder is to notify us without delay.

Quality Assurance of Paints for Purchase

A. Volatile Organic Compounds (VOCs) Regulatory Requirements: Chapter III of Title 6 of the official compilation of Codes, Rules and Regulations of the State of New York (Title 6 NYCRR), Part 205 Architectural Surface Coatings. Certificate of Compliance: List of each paint product to be delivered and installed. List shall include written certification stating that each paint product listed complies with the VOC regulatory requirements in effect at the time of job site delivery and installation.

B. NY: Ozone Transport Commission (OTC) rules are to be followed.
OTC rules define the VOC content of various coating categories.

C. Container Labels: Label each product container with paint manufacturer's name, product name and number, color name and number, thinning and application instructions, date of manufacture and shelf-life expiration, required surface preparation, recommended coverage per gallon, wet and dry film thickness, drying time, and clean up procedures.

D. Compatibility of Paint Materials: Primers and intermediate paints shall be products manufactured or recommended by the finish paint manufacturer.

Delivery:

No shipping/handling or fuel charges. If making delivery is made using a truck, truck must have a lift gate. Delivery of any items must be handled with care.

Award:

Bid will be awarded to one or more vendors based on lowest cost per item as listed on the attached Bid Proposal Form

Bid/Term of Contract

Term will be for one (1) year from award of contract.

Option to Extend Term of Contract

Chappaqua Central School District has the option of extending or renewing this contract for a period not to exceed two (2) additional one (1) year periods at a price not to exceed the 2022 and 2023 respective annual Consumer Price Indices (CPI) Average (CPI NY, Northern NJ Area).

Piggybacking:

Any school district, municipality or political subdivision of the State of New York may participate in this contract, upon written request to the Chappaqua Central School District, and authorization from the School District. Any such entity that wishes to "piggyback" on this bid shall be solely responsible for submitting tax exemption information to the vendor/contractor and for paying for any goods and materials purchased. Any liability created as a result of purchases by other enumerated entities shall be the sole responsibility of such entity placing the order

CHAPPAQUA CENTRAL SCHOOL DISTRICT
66 ROARING BROOK ROAD
P.O. BOX 21
CHAPPAQUA, NEW YORK 10514

CCSD BID # B2022-14: PAINT AND FIELD SUPPLIES

SEALED BID CHECKLIST

**LIST OF REQUIRED ITEMS TO BE CHECKED OFF AND
INCLUDED IN BID SUBMISSION**

- 1) ☐ COMPLETED AND SIGNED BID PROPOSAL FORM
- 2) ☐ COMPLETED AND SIGNED BID PROPOSAL CERTIFICATION SHEET
- 3) ☐ COMPLETED, NOTARIZED & SIGNED BID FORM AND SPECIFICATIONS SHEET LOCATED ON THE LAST PAGE OF THE GENERAL BID PACKET.
THIS PAGE MUST BE NOTORIZEED OR BID WILL NOT BE ACCEPTED.

**ALL ITEMS ON THIS LIST MUST BE SUBMITTED IN A
SEALED BID ENVELOPE OTHERWISE BID CANNOT BE
ACCEPTED.**

CHAPPAQUA CENTRAL SCHOOL DISTRICT
CCSD BID # B2022-14: PAINT AND FIELD SUPPLIES:
BID PROPOSAL FORM

PROPOSAL NOTES

ALL ITEMS WILL BE ORDERED ON AN "AS NEEDED" BASIS ONLY.

ACCEPTABLE MANUFACTURERS FOR PAINT:

A. BENJAMIN MOORE (WATER BASED ECO-SPEC)

B. SHERWIN WILLIAMS (PROMAR 200 ZERO VOC LINE)

NO SEPARATE CHARGES FOR SHIPPING/HANDLING & FUEL AS LISTED IN NOTICE TO BIDDERS DOCUMENT.

IF DELIVERY OF ANY ITEMS IS MADE BY TRUCK, TRUCK MUST HAVE A LIFT GATE.

DELIVERY OF ITEMS MUST BE HANDLED WITH CARE.

ALL ITEMS MUST INCLUDE MATERIAL SAFETY DATA SHEET.

ALL PAINT AND PAINT RELATED PRODUCTS MUST INCLUDE TOXIC CHEMICAL DATA SHEET.

PRICES MUST BE VALID FOR ONE YEAR.

BID WILL BE AWARDED TO ONE OR MORE VENDORS BASED ON LOWEST COST PER ITEM.

ONLY FILL IN ONE UNIT PRICE. DO NOT FILL IN MORE THEN ONE UNIT PRICE.

ITEM	ITEM DESCRIPTION	UOM	COST
1 Aerosol field paint	PVIP green 12 per case	12 / case	
2 Aerosol field paint	PVIP Blue 12 per case	12/case	
3 Aerosol field paint	PVIP Red 12 per case	12/case	
4 Aerosol field paint	PVIP artic white 12 per case	12/case	
5 Brushes	1 - 1/2" Cut Brush	EA	
6 Brushes	1 - 1/2" Regular Brush	EA	
7 Brushes	2" Regular Brush	EA	
ITEM	ITEM DESCRIPTION	UOM	COST

8 Brushes	2" Cut Brush	EA	
9 Brushes	2 - 1/2" Cut Brush	EA	
10 Brushes	2 - 1/2" Regular Brush	EA	
11 Brushes	3" Cut Brush	EA	
12 Brushes	3" Regular Brush	EA	
13 Enamel	Acrylic Latex Floor Enamel (Benjamin Moore)	EA	
14 Enamel Paint	Black Enamel Paint quart (Benjamin Moore)	EA	
15 Enamel Paint	Black Flat Enamel Paint SPR. (Benjamin Moore)	EA	
16 Enamel Paint	Black Gloss Enamel Paint 12 oz. SPR. (Benjamin Moore)	EA	
17 Enamel Paint	White Gloss Enamel Paint 12 oz SPR. (Benjamin Moore)	EA	
18 Spray Paint	Rusto Spray Paint	EA	
19 Spray Paint	Primer Spray Paint		
20 Traffic Stripper Paint	Traffic Stripper Handicap Blue	12/CS	
21 Traffic Stripper Paint	Traffic Stripper Yellow 20 oz.	12/CS	
22 Traffic Stripper Paint	Traffic Stripper White 20 oz.	12/CS	
23 Traffic Stripper Paint	Traffic Stripper White 20 oz.	12/CS	
24 Paint	White Flat 1 Gallon (Benjamin Moore)	EA	
25 Paint	White Semi Gloss 1 Gallon (Benjamin Moore)	EA	
26 Paint	White Flat 5 Gallon (Benjamin Moore)	EA	
ITEM	ITEM DESCRIPTION	UOM	COST
27 Paint	White Semi Gloss 5 Gallon (Benjamin Moore)	EA	
28 Paint	Custom Color Flat 1 Gallon (Benjamin Moore)	EA	
29 Paint	Custom Color Semi Gloss 1 Gallon (Benjamin Moore)	EA	

30 Paint	Custom Color Flat 5 Gallon (Benjamin Moore)	EA	
31 Paint	Custom Color Semi Gloss 5 Gallon (Benjamin Moore)	EA	
32 Paint	ECO Spec Interior Latex Eggsheel Latex (Benjamin Moore)	EA	
33 Paint	ECO Spec Interior Semi Gloss (Benjamin Moore)	EA	
34 Paint	ECO Spec Interior Flat (Benjamin Moore)	EA	
35 Paint	ECO Spec Interior Custom Latex (Benjamin Moore)	EA	
36 Paint	ECO Spec Interior Custom Semi Gloss (Benjamin Moore)	EA	
37 Paint	ECO Spec Interior Custom Flat	EA	
38 Paint	Extera (Benjamin Moore)	EA	
39 Paint	Latex Flat (Benjamin Moore)	EA	
40 Paint	Semi Gloss (Benjamin Moore)	EA	
41 Paint	Latex Red Gal (Ironclad)	EA	
42 Paint	Base 4b, Color: Dark Blue (Moorglo)	EA	
43 Paint	Alyyd Med Gray (Ironclad)	EA	
44 Paint	Water borne Poly Satin	EA	
45 Paint	Alkyd Red Qt. (Ironclad)	EA	
ITEM	ITEM DESCRIPTION	UOM	COST
46 Paint	Latex Primer Undercoater	EA	
47 Paint	Phenoseal White	EA	
48 Paint	Total Perf Acr br Red	EA	
49 Sealer	Interior Primer Sealer (Benjamin Moore)	EA	
50 Sealer	Exterior Primer Sealer	EA	
51 Sealer	Wood Filler 12 oz (Minwax)	EA	

52 Paint Remover	Opps Paint Remover Quart	EA	
53 Paint Thinner	Paint Thinner Gallon	EA	
54 Polyurethane	Polyurethane Gloss 1 gal.	EA	
55 Polyurethane	Polyurethane Satin 1 gal.	EA	
56 Roller	1/2 Nap Sleeves 3"	EA	
57 Roller	1/2 Nap Sleeves 4"	EA	
58 Roller	1/2 Nap Sleeves 9"	EA	
59 Roller	3/4 Nap Sleeves 9"	EA	
60 Roller	3/8 Nap Sleeves 3"	EA	
61 Roller	3/8 Nap Sleeves 4"	EA	
62 Roller	3/8 Nap Sleeves 9"	EA	
63 Roller	Trim Roller 2" Smooth	EA	
64 Roller	Trim Roller 3" Smooth	EA	
ITEM	ITEM DESCRIPTION	UOM	COST
65 Roller	Mini Roller Frame	EA	
66 Roller	Nap Mini Cover	EA	
67 Roller	Roller 9" Smooth	EA	
68 Roller	Roller Handle 3"	EA	
69 Roller	Roller Handle 4"	EA	
70 Roller Handle	Roller Handle 9"	EA	
71 Supplies	Turpentine T.R.P.S. Qt.	EA	
72 Supplies	12 oz. Solvent Spray	EA	
73 Supplies	PVIP Stripper Paint Cart Sprayer, 10" Wheels	EA	

74 Supplies	Traffic Stripper Machine 7" (6-3/4" Wheels)	EA	
75 Supplies	Paint Pans Large Plastic (SAMPLE REQUIRED)	EA	
76 Supplies	Linves-Putty Extra Strong 2"	EA	
77 Supplies	Knives-Putty 1-1/4" Flex Blade, (Godell or or quality equivalent)	EA	
78 Supplies	Masking Paper 9" x 180'	EA	
79 Supplies	2" Masking Tape 101383	EA	
80 Supplies	Extra Keen Blades #9 100pk	Box	
81 Supplies	Wallpaper Shaver Blade	EA	
82 Supplies	Box Part Respirator	EA	
83 Supplies	Ext. Pole 6' x 12' (Sherlock)	EA	
ITEM	ITEM DESCRIPTION	UOM	COST
84 Supplies	Bag of Rags	Bag	
85 Supplies	Long Mask 2"	EA	
86 Supplies	300' Fibatape	EA	
87 Supplies	Joint Compound	5 Gal	
88 Supplies	Painter Mitt	EA	
89 Supplies	Oversize Tray Liner	EA	
90 Field Supplies	Turface MVP-Quick Dry	Bag	
91 Field Supplies	Mound Master Clay 50lb Bag	Bag	
92 Field Supplies	Starter Fertilizer 18-24-12, 12,000 sq. ft. Coverage	Bag	
93 Field Supplies	Slow Release Fertilizer 24-4-12, 12,000 sq. ft. Coverage	Bag	
94 Field Supplies	Tri-Rye Grass Seed Mix 40% Darkstar II Perennial Rye Grass, 30% Frontier Perennial Rye Grass, 30% Yorkshire Dales Perennial Rye 50 lb. Bag	Bag	

95 Field Supplies	Marking Lime-Non Toxic 50 lb. Bag	Bag	
96 Field Supplies	10 oz 4 x 15 Canvas Drop	EA	

OUR FIRM QUOTES THESE PRICES, UNDER CONDITIONS AS SET FORTH IN THIS COST PROPOSAL

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

FEDERAL E.I. NUMBER: _____

**CHAPPAQUA CENTRAL SCHOOL DISTRICT
CCSD BID # B2022-14**

PAINT & FIELD SUPPLIES

GENERAL BID DOCUMENT

Bid Documents must be submitted in a sealed envelope or a digital bid bearing the assigned Bid Number on the outside of the envelope or on the subject line of the digital bid.

Sealed bid envelopes are to be sent to:
Chappaqua Central School District
66 Roaring Brook Road
P.O. Box 21
Chappaqua, New York 10514
Attention: Purchasing Office

Or

Digital bids are to be e-mailed to:
mitrnik@chappaquaschools.org

Any questions regarding this bid should be directed to the Purchasing Office at (914) 238-7200, Ext. 1013 or mitrnik@chappaquaschools.org.

NOTE: If you intend mailing your submission in a sealed bid envelope, please note that our address is a Post Office Box, and mail is picked up once a day. It is therefore recommended that you mail your bids early or deliver them by hand to:

Chappaqua Central School District
Education Center
P.O. Box 21
66 Roaring Brook Road
Chappaqua, New York 10514

Board of Education

Chappaqua Central School District
P.O. Box 21, Chappaqua, New York 10514

INSTRUCTIONS TO BIDDERS:

1. Sealed proposals for the furnishing and delivery, where called for, of the services and materials as required by the Board of Education of the Chappaqua Central School District, Chappaqua, New York, as set forth in the attached specifications prepared under the direction of said Board of Education, will be opened at the Purchasing Office, Education Center, 66 Roaring Brook Road, Chappaqua, New York on 09/29/2022 at 2:00 pm (CCSD Bid # B2022-14).
2. The person, firm or corporation making such proposal shall submit it in a sealed envelope at the place and on or before the hour and day stated above, 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 its presentation and title of the services, materials, equipment or supplies for which such proposal is made.
3. The bidder shall insert the price per stated unit and the extension against each item in the schedule hereto annexed, which he proposes to furnish and deliver. In the event of a discrepancy between the unit price and total price, the unit price will govern. The price inserted must be net and must include delivery charges. Computation must be made of the total amount of the bid for all items bid upon and the total shall be stated in the space provided at the end of the schedule.
4. No charge will be allowed for cases, boxes, carboys, bottles, etc., nor 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 the Board of Education. Such empty cases, boxes etc., may be removed by the bidder or contractor at his own expense.
5. No charge will be allowed for federal, state or municipal sales and excise taxes, in that the Board of Education is exempt there from. The price bid shall be net and shall not include the amount of any such tax; exemption certificates, if required, will be furnished on forms provided by the bidder.
6. When a catalog reference follows the description of an item, such catalog reference is intended as a means of more fully describing the item in the shortest possible space and is to be regarded as part of the description of the item. All catalogs to which reference is made shall be available at the business office. The use of such catalogs is not intended to limit competition.
7. Items delivered by successful bidder must be equal in all respects to those referred to by catalog numbers. Bidder must submit samples upon request if bidding on items other than those referred to.
8. Each bidder must state that no member of the Board of Education, Chappaqua Central School District, Chappaqua, New York, nor any officer or employee thereof, is directly or indirectly interested in the proposal.
9. The Board of Education reserves the right to accept this bid by items or as a whole, or, in its discretion to waive technical formalities, or reject all bids and re-advertise in the manner provided by Section 103, or the general municipal law.
10. The bid deposit of the successful bidder will be returned upon the satisfactory completion of the contract.

11. Delivery will be required to be made to the location indicated in the bid or to such place as indicated in the purchase order issued to the successful bidder. Unless otherwise noted in the main specification, deliveries shall be made between the hours of 9:00 AM and 4:00 Pm on weekdays other than Saturdays and holidays. 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 as are specified in the schedule.
12. These instructions are to be considered an integral part of all proposals.
13. Successful bidders shall furnish the Board of Education, prior to commencement of work, with certificate of Workers' Compensation and General Liability Insurance.

Board of Education
Chappaqua Central School District
P.O. Box 21
Chappaqua, New York 10514

Chappaqua Central School District
Chappaqua, NY 10514

GENERAL CONDITIONS

(For the purchase of materials, supplies, equipment to be sent and delivered to the district as well as services to be performed for the district)

All invitations to bid issued by the above-named school district 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 the school district.

DEFINITIONS

- | | |
|---------------------|---|
| “School district” | • Shall be the legal designation of the district. |
| “Notice to bidders” | • A formal statement which, when issued by the school district, constitutes an invitation to bid on the materials, supplies, and equipment described by the specifications. |
| “Board” | • The Board of Education of the school district. |
| “Bid” | • An offer to furnish materials, supplies, and/or equipment in accordance with the invitation to bid, the general conditions, special instructions, and the specification. |
| “Bidder” | • The form on which the bidder submits his bid. |
| “Contract” | • A notice to the successful bidder by the issuance of a purchase order: also all documents relating to the transaction, including but not limited to, the bid offer of the successful bidder, notice to bidders, general information, general conditions, special instructions, specifications, notice of award, bid proposal certifications: also a formal document signed by the successful bidder and the school district representative. |
| “Successful bidder” | • Any bidder to whom an award is made by the school district. |
| “Contractor” | • Any bidder to whom a contract award is made by the Board of Education. |
| “Specification” | • Description of materials, supplies, and/or equipment and the conditions for its purchase. |

BIDS

1. The date, time, and place of bid opening will be given to the Notice of Bidders.
2. All bids must be submitted on bid offer forms and in accordance with instructions provided by the Board.
3. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the school district. 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. All information required by Notice to Bidders, General Conditions, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.
5. The non-collusive bidding certification must be included with each bid as required by General Municipal Law, Section 103-d.
6. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
7. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in bid for this purpose.
8. Prices and information required should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
9. Sales to school district are not affected by any fair trade agreements. (General Business Law, Section 369-a, Sub.3).
10. No charge will be allowed for Federal, State, or municipal sales and excise taxes since the school district is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax.
11. In all specifications, the words, "or equal," are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the school district as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.
12. Bids on equipment must be on standard, new equipment, of latest model, and in current production, unless otherwise specified.
13. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.
14. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise bid for the group may be rejected.
15. All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise bid may be rejected.

16. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
17. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the instructions to bidders. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
18. All bids must be sealed. They must be submitted in envelopes furnished by the school district, if any. Otherwise, plain opaque envelopes may be used, clearly marked "BID." Also the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Bids must not be attached to or enclosed in packages containing bid samples. Telegraphed bids may be considered at the discretion of the school district. Telephoned quotations or amendments will not be accepted at any time.
19. 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 the school district, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such 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 a part of the contract documents.
20. If the supplies, materials, or equipment are to be delivered over an extended period of time, or if the specifications so state, then the successful bidder may be required to execute an agreement in relation to the performance of his contract, such agreement to be executed by the bidder within fifteen (15) days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the school district. The performance bond shall be executed by the successful bidder at the time of the execution of the contract by the successful bidder and the Board.

SAMPLES

21. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.
22. The school district reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are made. If the sample is not in accordance with the requirement of the specification, the school district may reject the bid; or, if award has been made, cancel the contract at the expense of the successful bidder.
23. Samples, when required, must be submitted strictly in accordance with instructions; otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered as directed for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for

comparison with deliveries. The school district will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property.

24. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in the school district. Failure on the part of the bidder to examine samples shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

AWARD

25. 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 the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
26. The school district reserves the right to 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 interests of the district will be served. Also reserved is the right to reject bids and to purchase items on state or county contracts if such items can be obtained on the same terms, conditions, specifications, and at a lower price.
27. The school district reserves the right to make awards within thirty (30) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.
28. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award contracts on individual items or on total sums, whichever is in the best interests of the school district.
29. If two or more bidders submit identical bids as to price, the decision of the Board to award a contract to one of such identical bidder shall be final. (General Municipal Law, Section 103, Sub.1).

CONTRACT

30. Each bid will be received with the understanding that the acceptance thereof in writing by the Board, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the school district. Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. Contract shall bind the school district on its part to order from such successful bidder and to pay for at the contract prices, all items ordered and delivered, within ten (10) percent over or under the award quantity, unless otherwise specified.
31. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.
32. If the successful bidder fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by the school district, or fails to make replacement of rejected articles, when so requested immediately or as directed by the school district, the school district may purchase from other sources to take the place of the item rejected or not delivered. The school district 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 school district promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

33. A contract may be cancelled at the successful bidder's expense upon nonperformance of contract.
34. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.
35. When materials, equipment, or supplies are rejected, they must be removed by the successful bidder from the premises of the school district within ten (10) days of notification. Rejected items left longer than ten (10) days will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property.
36. No items are to be shipped or delivered until receipt of an official purchase order from the school district.
37. 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 other person, company, or corporation, without the previous written consent of the school district.

INSTALLATION OF EQUIPMENT

38. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.
39. Equipment, supplies, and materials shall be stored at the site only on the approval of the school district and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the materials.
40. Work shall be progressed so as to cause the least inconvenience to the school district and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.
41. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
42. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is." Equipment is available for inspection at the delivery point listed for new equipment, unless otherwise specified.

GUARANTEES BY THE SUCCESSFUL BIDDER

43. The successful bidder guarantees:

- a) His products against defective material or workmanship and to repair of any damages or marring occasioned in transit.
- b) To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
- c) To carry adequate insurance to protect the school district from loss in case of accident, fire, theft, etc.
- d) That all deliveries will be equal to the accepted bid sample.
- e) That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the school district. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the school district.

DELIVERY OF SUPPLIES, EQUIPMENT AND MATERIALS

- 44. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the school district as to reasonable compliance with delivery terms shall be final.
- 45. The school district will no accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.
- 46. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.
- 47. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition.
- 48. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the school district. The successful bidder will be required to furnish proof of delivery in every instance.

49. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder, and the school district accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the school district, and suppliers should notify their truckers accordingly.
50. All deliveries shall be accompanied by delivery tickets of packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number

Name of Article

Item Number (if applicable)

Quantity

Name of the Successful Bidder

Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods

PERFORMANCE OF SERVICES RENDERED

51. Successful bidder to provide skilled, experienced, prompt service as requested
52. Proof of proper licensure and certification pursuant to this conflict shall be furnished to the School District.
53. The successful bidder shall comply with all laws, rules, ordinances and regulations and the regulations of the School District and all directives issued by the School District.
54. No smoking, consumption of alcoholic beverages, or use of illegal drugs will be permitted anywhere on School Grounds.
55. The successful bidder shall not have any contact or communication with any student.
56. Under this contract, sub contracting shall not be permitted without prior written approval by the School District.
57. Successful bidder shall have tools and equipment/materials necessary to perform the required work.
58. Each bidder must demonstrate that it is a responsible organization possessing adequate financial resources to accomplish the various services as described herein and that it has a satisfactory record of performance and integrity.
59. No travel time will be paid.
60. No vehicle use will be paid in the normal course of transporting approved materials to the job site.

61. The successful bidder is to comply with all Federal, State and Local regulations relating to certification and licensure, labor, including but not limited to minimum hour wage, working conditions, insurance and safety factors and child labor laws.

PAYMENTS

62. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.
63. Payment will be made only after correct presentation of claim forms or invoices as may be required.
64. Payments of any claim shall not preclude the school district from making claim for adjustment on any item found not to have been in accordance with the contract specifications.

SAVING CLAUSE

65. 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 for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

IRAN DIVESTMENT ACT

66. 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.

NOTE: NONCOLLUSIVE BIDDING CERTIFICATION MUST BE SUBMITTED WITH EACH BID. THE ENCLOSED FORM, "BID PROPOSAL CERTIFICATION/NON COLLUSION," MEETS THIS REQUIREMENT.

CCSD BID # B2022-14: PAINT AND FIELD SUPPLIES

BID PROPOSAL CERTIFICATION/NON-COLLUSIVE BIDDING CERTIFICATION

FIRM NAME _____

BUSINESS ADDRESS _____

TELEPHONE NUMBER _____ DATE OF BID _____

- I. General Bid Certification – The bidder certifies that he/she will furnish, at the prices herein quoted, the material, equipment, and/or services as proposed on this bid.

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

1. Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

“(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly discussed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly, to any other bidder or to any competitor;
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.”

“(b) A bid shall not be considered for award nor shall award be made where (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state of any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.”

Authorized Signature _____

Title _____

BOARD OF EDUCATION
CHAPPAQUA CENTRAL SCHOOL DISTRICT
P.O. Box 21, Chappaqua, New York, 10514

CCSD BID #B2022-14: PAINT AND FIELD SUPPLIES

BID FORM AND SPECIFICATIONS

NAME OF BIDDER _____

BUSINESS ADDRESS _____

TELEPHONE NUMBER _____

The bidder above mentioned declares and certifies:

- First That the said bidder is of lawful age and the only one interested in this bid and that no one other than said bidder has any interest herein.
- Second That this bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and
- Third That no member of the Board of Education of Chappaqua Central School District, Chappaqua, New York, nor any officer or employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.
- Fourth That said bidder has carefully examined the instructions to bidders, schedules and specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices bid, and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, service or labor for which this bid is made.
- Fifth That the prices quoted herein are net and exclusive of all federal, state and municipal sales and excise taxes.
- Sixth That the total number of items for which prices are quoted is as listed in the enclosed attachments and the total cost thereof is also listed in those same attachments.

In the event of the failure of the undersigned bidder to perform within the time stated in the schedule or purchase order, as the case may be, the bid deposit made with this bid, or such much thereof as shall be applicable to the unfilled amount of the award made to the undersigned, shall be retained by the Board of Education and the undersigned shall also be liable for and agrees to pay the Board, on demand, the difference between the prices or prices bid and the price or prices for which such items shall be subsequently purchased, less the amount available to the undersigned bidder and no bid may be withdrawn before the expiration of 45 days.

Subscribed and sworn to before me

This _____ day of _____

Signature of Bidder

Notary Public

Type or Print name signed above