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 # B2021-24

Roofing Maintenance and Service

Sealed envelope bids or digital bids will be received until **December 7th, 2021 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.

CHAPPAQUA CENTRAL SCHOOL DISTRICT
CCSD BID # B2021-24: ROOFING MAINTENANCE & SERVICE
MAIN SPECIFICATION

PART I GENERAL

1.1 Summary

1. The following services are to be provided to Chappaqua Central School District for roofs on buildings within the District. Except where specifically enumerated otherwise, all services will be provided on a scheduled Tri-Annual basis.

1.2 Scope of Work

1. For inspections - Furnish equipment, personnel, materials and all related components to provide a roof maintenance service to the specified buildings as outlined herein. Leak calls and remedial repairs at owner's expense.

2. Work includes:
    1. Roof Inspection Report.
    2. Leak Reporting & Tracking System.
    3. Roof Top Housekeeping
    4. Roof Preventive Maintenance
    5. Roof repairs and replacement

1.3 Quality Assurance

1. Provider qualifications: Service provider **must** be Tremco certified.

2. In order to assure a consistently high level of quality in providing the specified services Service provider must:
    1. Provide proof that Service provider has been in business for a minimum of 10 years
    2. Provide a reference list of customers with similar scope of services purchased
    3. Provide evidence of database storage of information to document condition of roofing system over time
    4. Contractor to provide proof of personnel's employment with the company with whom the contract is signed. **Subcontractors not permitted.**
    5. Contractor to submit proof of being Tremco certified vendor
    6. Attend a mandatory site visit and have the visitation form signed

1.4 Warranty/Guarantee

Contractor shall issue Owner a guarantee against defective workmanship and materials for a period of one (1) year for all repairs and three (3) years for replacements performed as part of this contract, effective upon completion of work.

1.5 Travel Time

All labor shall be billed from the time contractor's employee arrives at the Chappaqua Central School District job site to the time he departs from the site. Chappaqua Central School District will not accept nor authorize payment for travel time or expenses of service personnel to any of Chappaqua Central School District's building locations. The only billable time will be for service work performed.

1.5 Invoices and Pricing:

Contractor shall submit monthly invoices along with all repair reports, prevailing wage documentation, and all other supporting documentation as necessary for payment. Lump sum fees shall be billed three times per year at one-third (1/3rd) of the fee noted in Bid Form upon completion of each Tri-annual service. Unit rate repairs/work billed monthly after completion work.

All lump sum and per unit pricing shall be inclusive of all overhead and profit of the contractor unless otherwise noted in this bid specification.

All work performed under unit rates require prior approval of the Director of Facilities or Assistant Superintendent of Business prior to work being performed.

PART II PRODUCTS

2.1 Manufacturers

1. General Requirements:
   1. Comply with quality control, references, specification and manufacturer's data. Products containing asbestos are prohibited on this project. Use only asbestos free products.
   2. Use products with personal protection. User must read container label and material safety data sheets prior to use.
   3. Provide MSDS for all materials used on school sites.
   4. Provide OSHA compliant Site Specific Safety Plan.

2.2 Roofing Materials

1. General: Material and System Properties shall be in accordance with Roof Industry standard repair & maintenance guidelines.
2. Membrane Repairs

   i. All membrane repairs shall conform to this specification and shall be in accordance with Roofing Industry standard repair and maintenance guidelines.

ii. Membrane defects, including but not limited to blisters which threaten the roof integrity, buckles, splits, unadhered felt edges, fishmouths, holidays, voids, ridging and picture framing, shall be repaired as necessary.

iii. As this specification is for maintenance, the repairs listed will be limited to those which maintain the roof in its present general condition. It is not the intent of this specification to specify repairs which substantially upgrade the roofs condition or materials used.

iv. Contractor shall have sufficient qualified staff to repair school district roofs using any sufficient materials including EPDM, Roll Out, Slate and Asphalt shingles. Contractor shall also have sufficient qualified staff to inspect, clean or repair Gutters and leaders.

PART III EXECUTION

3.1 General Workmanship

1. All work performed by the roofing contractor/subcontractor shall conform to this specification and shall be in accordance with roofing industry standard practice.

3.2 Roof Inspection Report

1. Provide detailed roof top inspection and summary of roof conditions for each roof section covered under this agreement.
    1. Existing construction of all roof areas.
    2. Existing conditions of all roof areas.
2. Provide recommendations as requested

3.3 Telephone Leak Reporting & Tracking System

1. Provide an emergency contact telephone number to owner/customer to report any roof leaks that may occur between inspections.
2. The telephone numbers will be in operation 24 hours a day, 7 days a week.
3. Contractor will provide owner/customer with a 48-hour or less, on-site response to the reported leak.
4. Contractor will monitor all leak events and provide reports as follows:
    1. Date leak call was reported.
    2. Date of leak repair dispatch and on-site arrival.
    3. Reported leak location and who was dispatched.
    4. Description of repair.

3.4 Storm Inspection and Report

1. Per the owner's request after severe storms (those excluded from typical warranty coverage, ie., hurricane, tornado etc.), Contractor will complete a walk-over visual roof inspection, noting any conditions that may effect the performance of the roof system.
2. Contractor shall advise building owner/customer of any potential damage that may have occurred to the roof system or related components, due to the presence of severe weather.
3. Contractor shall provide building owner/customer with a written summary of field observations.
4. Storm Inspection and Reporting shall be billed based on hourly rate for field work plus a fee not to exceed $250 per report.

3.5 Tri-Annual Roof Top Housekeeping

1. Inspect roof membrane, drains, gutters and scuppers for debris.
2. Remove, bag and properly dispose of debris from the roof membrane, drains, gutters and scuppers in Owner provided waste receptacles. Contractor does not assume ownership or responsibility for any debris removed from the roofs.
3. Housekeeping shall occur on or about January 30th, April 30th and October 31th or as agreed to in writing by the Director of School Facilities in advance.

3.6 Tri-Annual Roof Preventive Maintenance

Preventative Maintenance Program shall be performed three times per year and must occur on or about January 30th, April 30th and October 31th or as agreed to in writing by the Director of School Facilities in advance. The program will include the following:

1. Metal Edge Flashing Components
    1. Inspect related roofing component.
    2. Incidental tears, splits and breaks in the membrane flashing shall be repaired with appropriate compatible repair mastics and membranes.
    3. Incidental open flashing strip-ins will be repaired with appropriate compatible repair mastics and membranes.
    4. Metal edge cleats and clips will be re-secured.
    5. Periodic exposed fasteners will be re-seated and re-sealed.

2. Parapet Wall and Counter flashing Systems
    1. Inspect related roofing component.
    2. Incidental tears, splits and breaks in the membrane flashing shall be repaired with appropriate compatible repair mastics and membranes.
    3. Incidental open flashing strip-ins will be repaired with appropriate compatible repair mastics and membranes.
    4. Incidental breaks, tears and splits in flashing strip-ins will be repaired with appropriate compatible repair mastics and membranes.
    5. Coat periodic exposed reinforcing membranes with approved mastics.

6. Periodic exposed fasteners will be re-seated and re-sealed.
7. Voids in termination bars, counter flashings and parapet caps will be cleaned and resealed.
8. Re-secure termination bars and counter flashings.
9. Dress reflective coatings on flashings.
10. Check and re-secure loose metal coping caps to cleats.

3. Equipment and Projection Flashing Components.
    1. Inspect related roofing component.
    2. Incidental tears, splits and breaks in the membrane flashing shall be repaired with appropriate compatible repair mastics and membranes.
    3. Incidental open flashing strip-ins will be repaired with appropriate compatible repair mastics and membranes.
    4. Incidental breaks, tears and splits in flashing strip-ins will be repaired with appropriate compatible repair mastics and membranes.
    5. Coat periodic exposed reinforcing membranes with approved mastics.
    6. Periodic exposed fasteners will be re-seated and re-sealed.
    7. Unsecured roof top equipment will be secured where possible during inspection.
    8. Re-secure termination bars and counter flashings.
    9. Pitch pocket details will be refilled and topped off.
    10. Dress reflective coatings on flashings.
    11. Metal projections (hoods and clamps) will be checked and resealed.

4. Roof Membrane Preventive Maintenance and Repair
    1. Inspect related roofing component.
    2. Incidental tears, splits and breaks in the membrane shall be repaired with appropriate compatible repair mastics and membranes.
    3. Incidental open flashing strip-ins will be repaired with appropriate compatible repair mastics and membranes.
    4. Incidental breaks, tears and splits in membrane will be repaired with appropriate compatible repair mastics and membranes.
    5. Coat periodic exposed reinforcing membranes with approved mastics.
    6. Periodic exposed fasteners will be re-seated and re-sealed.
    7. Voids in termination bars, counter flashings and parapet caps will be cleaned and resealed.
    8. All membrane repairs will follow the Manufacturer's written repair and maintenance guidelines.
    9. Roof surface coatings are excluded from this agreement.

5. Drains, Gutters and Scuppers
    1. Inspect related roofing component.
    2. Check and re-secure drain bolts and clamping rings.
    3. Advise owner of missing drain dome strainers.
    4. Check strip-ins around drain leads and coat with approved mastic.
    5. Check gutter straps, joints and strip-ins.
    6. Check inside and exterior of scuppers for open solder or caulking seals.
6. All other Manufacturer Recommended and/or Industry Standard annual preventative maintenance activities.

7. A verbal report to the Head Custodian of each building and a written summary of all significant findings, repairs and areas of concern shall be provided to the Director of School Facilities.

3.7 Time & Materials

The vast majority of work to be performed under this contract will fall under the lump sum or per square foot fee schedule, which are all inclusive fees which reflect all labor, materials, overhead and profit to perform the specified work.

Storm Inspections as noted in 3.4 above and other repairs that are not covered by the lump sum or per square foot fee schedule shall be billed according to the hourly rate for labor submitted on the bid form. This hourly rate is inclusive of all overhead and profit. Premium Time will be billed as follows: After 8 hours or Saturdays = 1.5 x Straight Time; Sundays / Holidays = 2.0 x Straight Time.

Additionally, materials used in connection with hourly rate repairs/projects will be paid at actual cost to the contractor plus an amount not to exceed 15% for overhead and profit on said materials. Materials are to be billed at the prices specified in the current edition of the price list published by "TradeService Publications" less a discount noted on the bid form. Excerpt copies from this price list must be provided before payment authorization will be made. The district reserves the right to procure manufacturer approved materials for use by contractor.

Unless otherwise noted, the District will provide garbage receptacles for all work performed by Service provider under this contract.

3.8 Preparation and Clean-up

The contractor shall protect all district property and clean-up all repair related debris and garbage after their work is complete.

PART IV LIST OF SUBCONTRACTORS FORM

Not Applicable as subcontracting is prohibited under this bid.

PART V SITE VISIT

A mandatory site visit is required in order to participate in this bid. Visit must be accompanied by an Operations and Maintenance representative in order for the bid to be valid. Please see enclosed site visitation sheet. Visitation sheet must be signed by both the vendor and the School District Operations & Maintenance representative then submitted as part of the sealed bid package. The only exception to this is if a vendor from a previous bid participation has already visited the site. In this case, vendor only needs to submit previously signed and submitted visitation form. Visit must be scheduled between the hours of 7:30am & 2:00pm Monday through Thursday. Please call the School District Operations and Maintenance Department at (914) 238 – 7210, Ext. 1202 to schedule an appointment.

PART VI RESPONSIBILITY

The contractor shall be held responsible for any damage to property, or for the injury to life or limb due to or caused by his work, or workmen, or the work of his sub-contractors or their men, or which may be caused by the use of improper or unsound materials, which may occur during the progress of this work.

PART VII CONTRACTOR'S INSURANCE

COPIES OF THE CONTRACTOR'S CERTIFICATES OF INSURANCE SHALL BE SUBMITTED TO THE SCHOOL DISTRICT TEN (10) DAYS PRIOR TO STARTING OF THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT FAILURE TO OBTAIN SUCH INSURANCE ON BEHALF OF CHAPPAQUA CENTRAL SCHOOL DISTRICT CONSTITUTES A MATERIAL BREACH OF CONTRACT AND SUBJECTS IT TO LIABILITY FOR DAMAGE INDEMNIFICATION AND ALL OTHER LEGAL REMEDIES AVAILABLE TO THE DISTRICT.

Contractor must provide thirty (30) days written notice of any cancellation.

INSURANCE:

The contractor shall purchase and maintain the insurances listed herein during the life of the contract. This insurance must be purchased from a New York licensed, A.M. Best Rated "A" or "A+" carrier. The owner, the architect (if applicable), his consultants (if applicable) shall, with the exception of Worker's Compensation and Employers Liability Insurance, be named additional insured.

At least ten (10) working days prior to the commencement of the work, the contractor and all sub-contractors shall submit to the Owner, a Certificate of Insurance coverage as required by these documents. The standard Accord Form of Certificate of Insurance or insurance carrier certificate will be accepted for Worker's Compensation, employer's liability and statutory State Disability.

All Certificates of Insurance must be signed by a licensed agent or authorized representative of the insurance carrier. A Broker's signature is not acceptable.

The certificate shall be issued to the Owner with a provision that in the event the policies are either cancelled or diminished, at least 30 days prior notice thereof shall be given to the Owner.

The successful bidder or sub-contractor shall not commence work under this contract until the successful bidder has obtained all insurance required under this section and the Owner has approved such insurances. The successful bidder shall require any subcontractor(s) to provide all of the requirements of this section before any work is to commence.

Further, Contractor shall require all Sub-contractors to carry similar insurance coverage's and limits of liability as set forth above and adjusted to the nature of the Sub-contractor's operations and submit name to Owner for approval prior to start of any work.

In the event Contractor fails to obtain the required certificates of insurance from Sub-contractors and a claim is made or suffered, the Contractor shall indemnify, defend and hold harmless the Owner, Architect (if applicable), Engineers (if applicable), Consultants (if applicable) and their agents or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the contract.

Coverage's whether written on an occurrence or "claims made basis, shall be maintained without interruption from the date of commencement of the work until the date of final payment and termination of any coverage required to be maintained after final payment.

Contractor assumes all responsibility for the safety and keeping of all tools and equipment and any materials and products used to complete or perform the work. The contractor waives all rights against the owner, their employees and agents for any loss or damage to any such tools, equipment or any material or products used to complete or perform the work. The contractor shall require similar waivers in favor of the above named parties from all Subcontractors, agents and employees of any of them.
The insurance required by this Article shall be written for not less than the following, or greater if required by governing laws:

1. General Liability (Occurrence Form)

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

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

2. Auto Liability to cover all vehicles; or owned, hired, leased and non owned vehicles.

$1,000,000	Combined Single Limit or
500,000	Bodily Injury (per person)
1,000,000	Bodily Injury (per accident)
500,000	Property Damage
5,000	Medical Payments

3. Excess Liability: Insurance is to cover all stated insurance coverage's listed within this article:

$2,000,000	Each Occurrence
2,000,000	Aggregate
10,000	Retention (Maximum)

4. Worker's Compensation

Statutory	Part A
Employees Liability	Part B
$500,000	Each Accident
1,000,000	Disease Policy Limit
500,000	Disease Each Employee

All limits carries in excess of the above amounts must be shown on the Certificate of Insurance, and all parties listed above must be <u>added as additional insured</u> for all limits so carried.

Endorsement Indicating Additional Insured:

The district shall be listed as an additional insured by using endorsement CG 20 10 11 85 or broader. Additional insured status for the district must include both on-going AND completed operations with confirmation of that written in the description section of the COI. The certificate must state that this endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.

<u>Insurance Certification Form</u>:
The enclosed Insurance Certification form must be filled out and signed by both the bidder's insurance representative as well as the bidder. The signed form must then be submitted with bid documents in the bidder's sealed bid package.

Contractor acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The contractor is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also NYSIR, as the District's insurer.

The Contractor agrees to provide a copy of the insurance requirements to its insurance representative (such as, its insurance broker) prior to entering into the contract.

Coverage's regardless of policy form, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

HOLD HARMLESS: The awarded contractor will be required to sign a "Hold Harmless" Agreement with the School District as included with this document. Compliance with the foregoing requirement for insurance shall not relieve the Contractor from liability set forth under the Indemnity Agreement.

LAWS, ORDINANCES, CODES, ETC: The contractor shall comply with all laws, codes, rules and regulations of the State, County and City applicable to the work to be performed at the site.

PERMITS: Any and all permits lawfully required to prosecute the work and all approvals of work performed, required by authorities having jurisdiction, shall be obtained by the contractor who shall pay all lawful charges for same.

Workers shall be skilled in the trade in which employed and, where required, shall be licensed to perform the work by the authority having jurisdiction.

All work shall comply with codes, Local, State and National of all authorities having jurisdiction, including but not limited to National Electric Code, Plumbing Codes and OSHA regulations.

LABOR LAWS: Particular attention is directed to the Labor Laws of the State of New York applicable to the employment of labor at the site, which laws form part of this contract. The minimum hourly rate of wages to be paid for labor employed at the site is as determined by the Industrial Commissioner of the State of New York.

PART VIII SAFETY/OSHA REQUIREMENTS

In order to assure the safety and health of workers, the contractor must provide safety training to all of its employees in accordance with OSHA standards and apply those standards to all work associated with this contract. The contractor must further provide its employees with appropriate personal protective equipment in all operations where there is an exposure to hazardous conditions or when the need warrants the use of such equipment to reduce hazards to the employees. Chappaqua Central School District has the right to request written safety plans from the contractor at any time.

PART IX PREVAILING WAGES:

1. NEW YORK STATE

1.1 All wages and supplements paid to laborers on this contract shall be in accordance with the New York State Department of Labor Prevailing schedule, specifically for **PRC #2021012024** for Westchester County. The schedule is available on the Department of Labor's web site at **www.dol.ny.gov** .

The District requires that certified payrolls be submitted with all invoices.

2. PREVAILING WAGE RATES

2.1 There shall be paid each employee engaged in work of the project under this contract, for the trade of occupation listed, not less than the wage rate set forth by New York State.

2.2 In accordance with the State statutes, any person or corporation that willfully pays, after entering into this contract, less that this established wage schedule, shall be guilty of a misdemeanor and upon conviction shall be punished for such first offense by a fine of five hundred ($500.00) dollars, or by imprisonment. A second offense carries heavier penalties.

2.3 Article 8, Section 220 of the Labor Law, as amended, provides among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages paid to all laborers, workmen and mechanics employed on public works projects. The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.

2.4 The Contractor shall provide statutory benefit for disability benefits, unemployment insurance and social security.

2.5 **The contractor shall provide the District with certified payrolls with all invoices.**

3. PREVAILING RATE CERTIFICATION

3.1 The enclosed Prevailing Rate Certification form must be signed, notarized and included with the bid submission. **Failure to do so may result in rejection of bid.**

PART X TABULATION OF LOW BID

This contract may be awarded in whole or by Category below at the discretion of the School District. Low bid will be determined based on the following:

Part I –Category 1: Lump Sum Bid Proposals: sum of all lump sum items

Part II – Category 2: Sum of the following:
Hourly Rates proposals: Roofer/Waterproofer - 500 hours X Straight Time Rate
Hourly Rates proposals: Laborer - 500 hours X Straight Time Rate

Part III – Category 3: EPDM/Roll-out roofs only

Roof repair:

- three (3) projects at 350 sq.ft.
- two (2) projects at 2,500 sq.ft.
- one (1) project at 7,500 sq.ft.

Roof replacement:

- three (3) projects at 350 sq.ft.
- two (2) projects at 2,500 sq.ft.
- one (1) project at 7,500 sq.ft.

PART XI AWARD OF CONTRACT

The award will be made to a single vendor for all components of this bid or by line item to multiple vendors as noted in Part X above as determined in the best interest of the school district.

The award of this contract shall be made to the lowest, responsive and responsible bidder based on who, in the opinion of the district qualifies to perform the work. All work under this contract shall be performed by skilled personnel with the necessary experience.

PART XII BID / TERM OF CONTRACT

This contract shall remain effective for one (1) year from the start of contract. The School District, however, shall have the right based on reason of poor or non-performance, to cancel the contract by serving a ten (10) day written notice for the contractor at their place of business. The School District shall be the sole judge of what constitutes satisfactory service on the part of the contractor.

PART XIII 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).

PART XIV 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 sorely 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 # B2021-24: ROOFING MAINTENANCE AND SERVICE

SEALED BID CHECKLIST

LIST OF REQUIRED ITEMS TO BE CHECKED OFF AND INCLUDED IN SEALED BID ENVELOPE

1) ☐ COMPLETED BID PROPOSAL FORM

2) ☐ COMPLETED VISITATION FORM

3) ☐ PROOF OF INSURANCE COVERAGE AS DESCRIBED IN PART VII OF MAIN SPECIFICATION LABELED "CONTRACTOR'S INSURANCE".

5) ☐ COMPLETED INSURANCE CERTIFICATION FORM

4) ☐ COMPLETED PAGE 7 AND THE PAGES WHICH APPLY CLOSEST TO THE FIELD OF WORK FOR THE PREVAILING WAGE SCHEDULE PROVIDED BY NEW YORK STATE AS LISTED IN THE MAIN SPECIFICATION. THE SCHEDULE IS AVAILABLE ON THE DEPARTMENT OF LABOR'S WEB SITE AT **www.dol.ny.gov** . PLEASE SPECIFICALLY LOOK UNDER PRC NUMBER **2021012024** FOR WESTCHESTER COUNTY.

5) ☐ SUFFICIENT WRITTEN PROOF THAT SERVICE PROVIDER HAS BEEN IN BUSINESS FOR A MINIMUM OF TEN (10) YEARS

6) ☐ WRITTEN PROOF THAT SERVICE PROVIDER IS TREMCO CERTIFIED.

7) ☐ COMPLETED AND SIGNED HOLD HARMLESS AGREEMENT

8) ☐ COMPLETED, SIGNED AND NOTORIZED PREVAILING RATE CERTIFICATION.

9) ☐ SIGNED BID PROPOSAL CERTIFICATION (LOCATED ON THE SECOND TO LAST PAGE OF THE GENERAL BID DOCUMENT PACKET)

10) ☐ SIGNED BID FORM AND SPECIFICATIONS (LOCATED ON THE LAST PAGE OF THE GENERAL BID DOCUMENT PACKET). THIS PAGE MUST BE SIGNED AND NOTORIZED OTHERWISE BID WILL NOT BE ACCEPTED.

ALL ITEMS ON THIS LIST MUST BE SUBMITTED IN SEAL BID ENVELOPE OTHERWISE BID CANNOT BID ACCEPTED.

CHAPPAQUA CENTRAL SCHOOL DISTRICT
CCSD BID # B2021-24

BID PROPOSAL FORM

ROOFING MAINTENANCE AND SERVICE

The contractor hereby agrees to perform all services as described in the specifications and further states that he/she meets or exceeds the mandatory qualifications as required in said bid.

I, (we) submit the following proposal to furnish all labor, material, equipment and transportation necessary and or required for the performance and completion in a workmanlike manner of all work in accordance with the specifications herein for a one-year period.

PART I - LUMP SUM BID PROPOSALS

A. Roof Inspection Report (Specification Part III item 3.2) $_____
B. Preventative Maintenance and Housekeeping (3.5 & 3.6) $_____

Total of Lump Sum Bid Proposal **$_____**
Dollar Amount

PART II - HOURLY RATES

Roofer/Waterproofer
1. Straight Time (8:00am to 4:30pm) $ _____. _____ per hour

Premium Time will be billed as follows:
After 8 hours or Saturdays = 1.5 x Straight Time
Sundays / Holidays = 2.0 x Straight Time

Laborer
1. Straight Time (8:00am to 4:30pm) $ _____. _____ per hour

Premium Time will be billed as follows:
After 8 hours or Saturdays = 1.5 x Straight Time
Sundays / Holidays = 2.0 x Straight Time

Hourly rates shall be used for repairs. Based on past experience, and current conditions, the district estimates the range of service hours at 500 hours to 700 hours.

PART III - ROOF REPLACEMENT OR REPAIRS

Roof replacement or repairs for projects will be done on a **per square foot** cost in this contract as per the rates listed below. Cost is all inclusive of material, travel and labor.

Repairs (patching excludes new insulation)
1. Cost for roof replacement or repairs $ _____. _____ per sq.ft. up to 500 square feet

2. Cost for roof replacement or repairs $ _____. _____ per sq.ft. up to 5,000 square feet

3. Cost for roof replacement or repairs $ _____. _____ per sq.ft. more than 5,000 sq. feet.

Replacement (includes removal and replacement of insulation)

1. Cost for roof replacement or repairs $ _____. _____ per sq.ft. up to 500 square feet

2. Cost for roof replacement or repairs $ _____. _____ per sq.ft. up to 5,000 square feet

3. Cost for roof replacement or repairs $ _____. _____ per sq.ft. more than 5,000 sq. feet.

INSERT DISCOUNT AMOUNT ON MATERIALS BELOW

Materials are to be billed at the prices specified in the current edition of the price list published by "TradeService Publications" less a discount of _____%. Excerpt copies from this price list must be provided before payment authorization will be made.

ALL RATES ABOVE MUST BE COMPLETELY FILLED IN OTHERWISE BID SUBMISSION WILL NOT BE ACCEPTED. DO NOT ADD ADDITIONAL RATES TO THAT WHICH IS LISTED ON THIS FORM.

Firm Name: _____

Date of Bid: _____

Signature of Bidder: _____

Printed Name of Bidder: _____

Title of Bidder _____

Federal E.I. Number _____

CHAPPAQUA CENTRAL SCHOOL DISTRICT
VISITATION FORM
CCSD BID # B2021-24
"ROOFING MAINTENANCE AND SERVICE"

I, _____ of _____ certify that I have visited the each of the roofs on all eight (8) buildings along with a representative of the Chappaqua Central School District's Operations and Maintenance Dept. on _____.
Date

_____
Signature of Vendor Representative

_____
Printed name of Vendor Representative

_____
Signature of CCSD O & M Dept Representative

_____
Printed name of CCSD O & M Dept. Representative

Insurance Certification

Bid or Project No. #_____ Name of Project: _____

Your insurance representative must completed the form below in order to be considered for the award of this bid or project, and it is important that you complete the Bidder's Acknowledgment section of this form. Please note that a certificate of insurance must accompany your bid submission in order for your bid to be considered.

Insurance Representative's Acknowledgment:
We have reviewed the insurance requirements set forth in the bid and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Insurance Representative: _____

Address: _____

_____

_____

Are you an agent for the companies providing the coverage? Yes _____ No _____

Date: _____ _____

Insurance Representative

Bidder's Acknowledgment:
I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that a certificate of insurance must be submitted with my bid; and if it is not, the Chappaqua CSD may reject my bid and award to the next lowest bidder. Firm Name:

Firm Name: _____

Address: _____

_____

_____

Date: _____ _____

Bidder's Signature

CHAPPAQUA CENTRAL SCHOOL DISTRICT

CCSD BID # B2021-24: ROOFING MAINTENANCE AND SERVICE

HOLD HARMLESS AGREEMENT

The undersigned hereby agrees to defend, indemnify, and save harmless the Chappaqua Central School District from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense, including counsel fees, to the extent permissible by law, that may occur or that may be alleged to have occurred in the course of the performance of this agreement by the contractor, whether such claims shall be made by an employee of the contractor or by a third party. The contractor covenants and agrees that he will pay all costs and expenses arising there from and in connection therewith, and if any judgment shall be rendered against the Owner, in any such litigation, the Contractor shall at this own expense satisfy and discharge the same.

By: _____
(Signature of Authorized Representative of Corporation)

Print Name: _____

Print Title: _____

Company Name: _____

Date: _____

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

CCSD BID # B2021-24: ROOFING MAITENANCE AND SERVICE

PREVAILING WAGE RATE CERTIFICATION

The bidder agrees to verify all rates with the New York State Department of Labor prior to submitting a proposal and prior to doing any work for the District as well as to establish which of the those workers involved in any part of a contract for the District are required by law to receive said rates.

The bidder certifies that all personnel working on any project or any part of any project under this contract will be paid the prevailing rate or above in accordance with the current New York State Labor Laws in effect during the course of the contract. This includes all owners, partners and other management and other employees as required.

Subscribed and sworn to before me

This_____ day of_____

_____
Signature of Bidder

_____
Notary Public

_____
Type or Print name signed above

CHAPPAQUA CENTRAL SCHOOL DISTRICT
CCSD BID # B2021-24

ROOFING MAINTENANCE AND SERVICE

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 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
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 12/07/2021 at 2:00pm (CCSD Bid # B2021-24).

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 b 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 or 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 if 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.

CHAPPAQUA CENRAL SCHOOL DISTRICT
CCSD BID # B2021-24: ROOFING MAINTENANCE AND SERVICE

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 # B2021-24: ROOFING MAINTEANCE AND SERVICE

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