

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 # B2020-9

Asbestos Abatement Services

PURPOSE

It is the intent of this bid proposal to provide asbestos abatement services services detailed on proposal sheets to be used on an “as needed” basis for “emergency” and/or scheduled work as may be needed during full term of this contract. Chappaqua Central School District does not guarantee that any services will be required.

MANDATORY SITE VISIT

A mandatory visit to all school district buildings is required in order to participate in this bid. The visit must be accompanied by a Chappaqua CSD Maintenance representative in order for it to be valid. The enclosed “Proof of Visitation” form must be signed by both the bidder and the Chappaqua CSD Maintenance representative. The signed form must then be submitted with bid documents in the bidder’s sealed bid submission envelope or digital bid submission.

The visit must be scheduled between the hours of 7:30am & 2:00pm Monday through Friday. Appointments can be scheduled with the Chappaqua CSD Buildings and Grounds Office at (914) 238-7200, Ext. 1202 or via e-mail to makuhar@ccsd.ws .

EXISTING CONDITIONS

Bidder shall verify existing conditions and quantities prior to performing the work. Prior to starting each project, Contractor will review the job and prepare a written estimate for approval. Final payment will be made based on in-place quantities paid at the unit price bid per square foot. For Time & Material work, payment will be made based on unit prices for hours worked and material quantities in-place.

FORMS, REFERENCES AND QUALIFICATIONS

Bidder shall provide with their bid a completed contractor reference form enclosed in the bid with a minimum list of at least 3 references from schools, municipalities or commercial properties of similar scope and size as Chappaqua Central School District with a current contact person, address, phone/fax numbers, and e-mail address if available. References to be for facilities where your company has provided service within the past five (5) years. Bidders must also demonstrate that the firm or at least one principal in the firm has been providing the necessary services for a minimum of ten (10) years. Failure to include this information with your bid may result in the bid's rejection.

INSURANCE

As part of the submission, bidder must submit the following insurance requirements:

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of Chappaqua Central School District as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and N.Y. State Disability insurance. . In box labeled "Certificate Holder" which is located at the bottom left hand corner of the form must display the following address;

Chappaqua Central School District
66 Roaring Brook Road.
Chappaqua, NY 10514

2. The policy naming the District as an additional insured shall:
 - a. Be an insurance policy from an A. M. Best rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the District.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
 - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District for both on-going and completed operations. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the certificate of insurance.

3.
 - a. The certificate of insurance must describe the specific services provided by the contractor (e.g., roofing, carpentry, plumbing) that are covered by the liability policies.
 - b. At the District's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.
 - c. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance.
4. The contractor agrees to indemnify the District for any applicable deductibles and self-insured retentions.
5. Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - b. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - c. **Workers' Compensation, Employers Liability and NYS Disability Insurance**
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
 - d. **Excess Insurance**
\$2,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.
6. 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.

7. **Insurance Certification Form:**

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.

8. 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.
9. 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.
10. 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.

OTHER CONDITIONS

The contractor may not assign, let or sublet the contract under any circumstances.

The successful bidder must be a responsible bidder and prepared to perform the work required as indicated in these specifications, and who has the necessary financial backing and ability to perform the work. The bidder shall be prepared to furnish to the district, should the district request; financial statements by a Public Accountant licensed to do business in the State of New York covering the firm's finances for one year prior to the bid. The district reserves the right to reject the bid of any bidder that fails to satisfy the district that such bidder is qualified to carry out the obligations of the contract and to complete the work contemplated therein.

The successful bidder agrees to allow an audit, if necessary of any and all financial records relating to this contract by the Department of Audit and Control of the State of New York, the district or its designee.

As part of bid submission, bidder is to provide a list of three references including name of organization, contact person, phone number, fax number and e-mail address.

PREVAILING WAGE SCHEDULE/CERTIFIED PAYROLL

All wages and supplements paid to laborers on this contract shall be in accordance with the New York State Department of Labor Prevailing Wage Schedule, specifically "General Construction Rates" for Westchester County. The schedule is available on the Department of Labor's web site at www.labor.ny.gov. **Please specifically look under the PRC number 2020005796 (Westchester County).**

The successful vendor must also have a certified payroll. Written proof of certified payroll must also be included as part of the sealed bid package. A sample of a certified payroll form is enclosed.

Bidder must also sign, notarize and submit the enclosed Prevailing Rate Certification form as part of their bid submission.

HOLD HARMLESS

Bidder must sign and complete the enclosed Hold Harmless Agreement and submit it as part of the bid submission.

IMPORTANT NOTICE

**UPON BOARD OF EDUCATION APPROVAL OF THE BID, ALL CONTRACTORS
IN EACH CATEGORY WILL INSTRUCT HIS/HER EMPLOYEES THAT ARE
SENT TO THE DISTRICT TO DO WORK OF THE REQUIREMENT TO PROVIDE
WRITTEN NOTIFICATION OF HOURS AT THE END OF THEIR SHIFT. THESE
NOTIFICATIONS ARE TO BE WRITTEN OUT AS FOLLOWS:**

NAME OF EMPLOYEE

IN & OUT TIMES

NUMBER OF HOURS WORKED

THESE NOTIFICATIONS MUST BE TURNED INTO EACH HEAD

**CUSTODIAN/MAINTENANCE FOREMAN ON THE SAME DAY IN WHICH THE
JOB OCCURS. THE DISTRICT WILL RETAIN THESE NOTIFICATIONS TO**

**REVIEW INVOICES AND PROVIDE ACCURATE RECORD KEEPING FOR THE
DISTRICT'S ANNUAL AUDIT.**

All materials must be uncontaminated.

Applicant must provide proof of liability insurance as well as proof of workman's compensation coverage.

CONTRACT PERIOD

Contract Period is for one (1) year from 07/01/2020 to 06/30/2021.

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 2020 and 2019 annual Consumer Price Indices (CPI) Average (CPI NY, Northern NJ Area).

BUILDING LOCATIONS

Services may be required at the following locations:

DOUGLAS GRAFFLIN ELEMENTARY SCHOOL	650 King Street
ROARING BROOK ELEMENTARY SCHOOL	530 Quaker Road
WESTORCHARD ELEMENTARY SCHOOL	25 Granite Road
ROBERT E. BELL MIDDLE SCHOOL	129 Barnard Road
SEVEN BRIDGES MIDDLE SCHOOL	222 Seven Bridges Road
HORACE GREELEY HIGH SCHOOL	70 Roaring Brook Road
EDUCATION CENTER	66 Roaring Brook Road
POLE BARN	238 Bedford Road

CONTRACTOR'S RESPONSIBILITY

Bidders, before submitting their bid, shall make a careful examination of the existing and specified area; take such measurements as they deem necessary; make their own estimates of the amount and character of the work to be done and of the difficulties and facilities attending its proper execution; include in their bid such sums as they deem proper and sufficient to cover the cost of every item of labor and materials necessarily involved or that can be reasonably inferred as required, necessary, essential or

indispensable for the proper prosecution and completion of the contract, notwithstanding that every item is not specifically mentioned herein, and to cover the cost of the contingency not otherwise herein provided for. No claims for compensation for extra work due to ignorance on the part of the contractor of any existing condition will be considered or allowed.

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.

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.

The bidder must have all their employees go through OSHA 10 hour training course. With bid, you must supply the district with proof that each service technician has completed the OSHA 10 hour training course.

SPECIFIC OPERATIONAL PROCEDURE

A. The contractor must be capable of a minimum of two (2) simultaneous service calls.

B. The Contractor shall coordinate his work with the Director of Facilities or his representative. Once on site, the contractor shall ascertain from the Head Custodian which area, or areas, at which services are to be performed, can be released from educational needs for work purposes.

C. Project shall be completed as expeditiously as possible. Contractor shall endeavor to complete the work within the time period that the area can be released from educational use. He shall remove and dispose of all rubbish and debris from his work and leave the site clean and ready for use by the School District.

D. Upon arrival at the School, the contractor's employees shall report to the School Head Custodian or respective designee, wherein they shall sign in, and out when leaving. The Chappaqua Central School District reserves the right to deny entrance to the work site to any of the contractor's employees not carrying identification.

E. On a maximum of four occasions per year, at the vendor's expense, an inspection of work by an independent, qualified inspector may be requested by the Chappaqua Central School District

F. Any sub-contractor that the bidder uses must be approved by the School district and must comply in full with this specification including insurance and references.

G. If a project is estimated to exceed the sum of \$5,000, the contractor will submit to the requiring agency, in writing, the approximate total cost reflecting labor and material, for approval, prior to performing any work. Claim of contractor will reflect the name of the person authorizing such work. Only the district's Director of Facilities or Assistant Superintendent for Business may approve estimates exceeding \$5,000.

H. Liability for damage caused either by commission or omission of acts shall lie with the contractor and will be his obligation to correct under the terms of the contract.

REVIEW OF QUALITY OF SERVICES PERFORMED

There will be certain categories of significance of quality upon which the Director of Facilities will rate the quality of the work performed by the contractor. The rating will be based primarily on the District's past experience in having similar repair work performed by various contractors and mechanics.

The categories of significance to be considered are:

1. Daily contact in the morning with the office of the Head Custodian.
2. Promptness of response to calls or directives for repair work to be performed.
3. Cooperation in scheduling and performing work with School Authorities having District-wide responsibility.
4. Man-hours of time taken to perform the various repair projects.

5. Contractors ability in making temporary repairs where required if final items are not immediately available.
6. Contractors ability to obtain required items and complete the project.
7. Neatness, appearance and correctness of repair work.
8. Cooperation with School Authorities at the site in timing the work and coordination with educational schedules.
9. Clean-up of contractor's rubbish.
10. Promptness and completeness of submission of invoice in accordance with specifications.

Any inadequacies in these areas will be brought to the attention of the contractor. If, in the opinion of the Board of Education, the contractor fails to correct inadequate service, the contract will be subject to termination.

AWARD

The contract will be awarded to the bidder proposing the overall lowest *Estimated Total Cost*. The unit quantities on the bid proposal are estimates only. The proposed total cost is a best estimate only. Only work authorized by the district representative will be performed, and the district will only be billed for authorized projects. The actual total cost may be less than, equal to, or in excess of the *Estimated Total Cost*.

BID SUBMISSION

Sealed bid submission must include the following documents:

- 1) Completed cost proposal form
- 2) Completed and signed Proof of Visitation Form as listed in section labeled "Mandatory Site Visit"
- 3) Completed Reference form as listed in section labeled "Forms, References and Qualifications"
- 4) Proof of years in business for a minimum of ten years as listed in section labeled "Forms, References and Qualifications"
- 5) Insurance with policy naming Chappaqua Central School District as additional insured as listed in section labeled "Insurance"

- A. Commercial General Liability Insurance - \$1,000,000 per occurrence/\$2,000,000 general and products/completed operations aggregates
- B. Automobile liability - \$1,000,000 combined single limit
- C. Workers' compensation, Employers liability and NYS disability insurance
- D. Excess Insurance - \$2,000,000 each occurrence and aggregate
- E. Endorsement indicating additional insured
- F. Completed and signed insurance certification form

6) Page 7 and the pages which apply closest to the field of work for the prevailing wage schedule provided by New York State. The schedule (s) is available on the Department of Labor's web site at www.labor.ny.gov . Please specifically look under the PRC number 2020005796 for Westchester County.

7) Sample of written Proof of Certified Payroll form as listed in section labeled Prevailing Wage

8) Notarized and signed Prevailing Rate Certification Form as listed in section labeled "Prevailing Wage"

9) Proof that each service technician has completed the OSHA 10 hour training course as listed in section labeled "Safety OSHA Requirements"

10) Completed Hold Harmless agreement as listed in section labeled "Hold Harmless"

11) Completed and signed Bid Proposal Certification (located on the second to last page of the general bid document)

12) Completed, signed and notarized Bid Form and Specifications located on the last page of the general bid document packet. This page must be notarized otherwise bid will not be accepted.

Sealed envelope bids or digital bids will be received until **June 16th, 2020 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@ccsd.ws.

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

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.

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 # B2020-9: ASPETOS ABTEMENT SERVICES

SEALED BID CHECKLIST

**LIST OF REQUIRED ITEMS TO BE CHECKED OFF AND
INCLUDED IN SEALED BID SUBMISSION ENVELOPE OR
DIGITAL BID SUBMISSION**

- 1) COMPLETED COST PROPOSAL FORM
- 2) COMPLETED AND SIGNED PROOF OF VISITATION FORM AS LISTED IN SECTION LABELED "MANDATORY SITE VISIT"
- 3) COMPLETED CONTRACTOR REFERENCE FORM AS LISTED IN SECTION LABELED: "FORMS, REFERENCES AND QUALIFICATIONS"
- 4) PROOF OF YEARS IN BUSINESS FOR A MINIMUM OF TEN YEARS AS LISTED IN SECTION LABELED "FORMS, REFERENCES AND QUALIFICATIONS"
- 5) INSURANCE WITH POLICY NAMING CHAPPAQUA CENTRAL SCHOOL DISTRICT AS ADDITIONAL INSURED AS DESCRIBED ON PAGES 7 - 9 OF THE MAIN SPECIFICATION. INSURANCE IS TO INCLUDE:
 - A. COMMERCIAL GENERAL LIABILITY INSURANCE - \$1,000,000 PER OCCURANCE/\$2,000,000 GENERAL AND PRODUCTS/COMPLETED OPERATIONS AGGREGATES
 - B. AUTOMOBILE LIABILITY - \$1,000,000 COMBINED SINGLE LIMIT
 - C. WORKERS' COMPENSATION, EMPLOYERS LIABILITY AND NYS DISABILITY INSURANCE
 - D. EXCESS INSURANCE - \$2,000,000 EACH OCCURANCE AND AGGREGATE
 - E. ENDORSEMENT INDICATING ADDITIONAL INSURED

F. COMPLETED AND SIGNED INSURANCE CERTIFICATION FORM

- 6) PAGES 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 NOTICE TO BIDDERS DOCUMENT. THE SCHEDULE IS AVAILABLE ON THE DEPARTMENT OF LABOR'S WEB SITE AT www.labor.ny.gov . PLEASE SPECIFICALLY LOOK UNDER PRC NUMBER 2020005796 FOR WESTCHESTER COUNTY.
- 7) SAMPLE OF WRITTEN PROOF OF CERTIFIED PAYROLL FORM AS LISTED IN SECTION LABELED PREVAILING WAGE
- 8) COMPLETED, NOTARIZED & SIGNED PREVAILING RATE CERTIFICATION FORM AS LISTED IN SECTION LABELED "PREVAILING WAGE"
- 9) PROOF THAT EACH SERVICE TECHNICIAN HAS COMPLETED THE OSHA 10 HOUR TRAINING COURSE AS LISTED IN SECTION LABELED "SAFETY/OSHA REQUIREMENTS"
- 10) COMPLETED HOLD HARMLESS AGREEMENT AS LISTED IN SECTION LABELED "HOLD HARMLESS"
- 11) COMPLETED AND SIGNED BID PROPOSAL CERTIFICATION SHEET (LOCATED ON THE SECOND TO LAST OF THE GENERAL BID DOCUMENT.
- 12) COMPLETED, NOTARIZED & SIGNED BID FORM AND SPECIFICATIONS SHEET LOCATED ON THE LAST PAGE OF THE GENERAL BID DOCUMENT. **THIS PAGE MUST BE NOTARIZED OR BID WILL NOT BE ACCEPTED.**

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

CCSD BID #B2020-9: ASBESTOS ABATEMENT AND REMOVAL-COST PROPOSAL FORM

We propose to furnish, as required, labor and/or materials for **ASBESTOS ABATEMENT AND REMOVAL** in accordance with all the provisions and stipulations contained in the terms, conditions and specifications at any of the following locations: Douglas Grafflin Elementary School; Roaring Brook Elementary School; Westorchar Elementary School; Robert E. Bell Middle School; Seven Bridges Middle School; Seven Bridges Middle School; Horace Greeley High School; Education Center and Pole Barn.

We have read the instructions and specifications and understand that due to the undetermined aspects of the prospective jobs involved, a degree of cooperation may exist between the contractor and the district. In view of the aforementioned, in compliance with the proposal submitted by the district, we bid the following.

PART 1. UNIT PRICING FOR POSSIBLE FUTURE WORK AS DETERMINED BY DISTRICT REPRESENTATIVES

BID A UNIT COST FOR EACH TYPE OF JOB ACCORDING TO THE PROJECT SIZE AS NOTED

Minor Project is described as: up to 25 sq. ft.; up to 10 l.f.

Small Project is described as: 26 sq. ft. up to 160 sq. ft; 11 l.f up to 240 l.f.

Large Project is described as: 161 sq. ft. and greater; 241 l.f. and greater

To Determine the *ESTIMATED TOTAL COST* , Take the average cost of *Minor, Small, and Large* for each type of project and multiply the Average by the Estimated Qty.

A. Removal of Asbestos Pipe Installation (Including Transit Pipe)

	<i>Minor Project</i>	<i>Small Project</i>	<i>Large Project</i>	<i>AVERAGE</i>	<i>ESTIMATED</i>	<i>ESTIMATED</i>
<u>Remove or Replacement</u>	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Qty	Total Cost
Removal Only						
Price per linear foot of pipe insulation up to and including 6", size O. D.	\$_____/l.f.	\$_____/l.f.	\$_____/l.f.	\$_____/l.f.	30 l.f.	\$_____
Price per linear foot of pipe insulation from 6" to and including 10", size O. D.	\$_____/l.f.	\$_____/l.f.	\$_____/l.f.	\$_____/l.f.	30 l.f.	\$_____

Price per linear foot of
pipe insulation
greater than 10",
size O. D.

\$_____/l.f. \$_____/l.f. \$_____/l.f. \$_____/l.f. 30 l.f. \$_____

Replacement Only (New Non-Asbestos Insulation)

Price per linear foot of
pipe insulation up to and
including 6", size O. D.

\$_____/l.f. \$_____/l.f. \$_____/l.f. \$_____/l.f. 30 l.f. \$_____

Price per linear foot of
pipe insulation from 6"
to and including 10",
size O. D.

\$_____/l.f. \$_____/l.f. \$_____/l.f. \$_____/l.f. 30 l.f. \$_____

Price per linear foot of
pipe insulation
greater than 10",
size O. D.

\$_____/l.f. \$_____/l.f. \$_____/l.f. \$_____/l.f. 30 l.f. \$_____

B. Removal of Asbestos Thermal System Insulation (Not including Wire Lathing)

	<i>Minor Project</i>	<i>Small Project</i>	<i>Large Project</i>	<i>AVERAGE</i>	<i>ESTIMATED</i>	<i>ESTIMATED</i>
<u>Remove or Replacement</u>	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Qty	Total Cost
Price per sq ft, Removal only	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____
Price per sq ft, Replacement only (New Non-Asbestos Insulation)	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____

C. Removal of Asbestos Thermal System Insulation (Including Wire Lathing)

	<i>Minor Project</i>	<i>Small Project</i>	<i>Large Project</i>	<i>AVERAGE</i>	<i>ESTIMATED</i>	<i>ESTIMATED</i>
<u>Remove or Replacement</u>	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Qty	Total Cost
Price per sq ft, Removal only	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____
Price per sq ft, Replacement only (New Non-Asbestos Insulation)	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____

D. Removal of Asbestos Surfacing Materials (Not Including Wire Lathing)

	<i>Minor Project</i>	<i>Small Project</i>	<i>Large Project</i>	<i>AVERAGE</i>	<i>ESTIMATED</i>	<i>ESTIMATED</i>
<u>Remove or Replacement</u>	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Qty	Total Cost
Price per sq ft, Removal only	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____
Price per sq ft, Replacement only (New Non-Asbestos Insulation)	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____

E. Removal of Asbestos Surfacing Materials (Including Wire Lathing)

	<i>Minor Project</i>	<i>Small Project</i>	<i>Large Project</i>	<i>AVERAGE</i>	<i>ESTIMATED</i>	<i>ESTIMATED</i>
<u>Remove or Replacement</u>	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Qty	Total Cost
Price per sq ft, Removal only	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____
Price per sq ft, Replacement only (New Non-Asbestos Insulation)	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____

F. Removal of Asbestos Floor Tile/Covering & Adhesive/Mastic

	<i>Minor Project</i>	<i>Small Project</i>	<i>Large Project</i>	<i>AVERAGE</i>	<i>ESTIMATED</i>	<i>ESTIMATED</i>
<u>Remove or Replacement</u>	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Qty	Total Cost
Price per sq ft, Removal only, First Layer (Floor Tile & Mastic)	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____
Price per sq ft, Removal each Additional layer (Floor Tile & Mastic)	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____
Price per sq ft, Replacement only, (New Non-Asbestos Floor Tile & Mastic)	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____

G. Removal of Asbestos Ceiling Tile

	<i>Minor Project</i>	<i>Small Project</i>	<i>Large Project</i>	<i>AVERAGE</i>	<i>ESTIMATED</i>	<i>ESTIMATED</i>
<u>Remove or Replacement</u>	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Qty	Total Cost
Price per sq ft, Removal only	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____
Price per sq ft, Replacement only (New Non-Asbestos Insulation)	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____

H. Removal of Asbestos Suspended Ceiling Panels

	<i>Minor Project</i>	<i>Small Project</i>	<i>Large Project</i>	<i>AVERAGE</i>	<i>ESTIMATED</i>	<i>ESTIMATED</i>
<u>Remove or Replacement</u>	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Qty	Total Cost
Price per sq ft, Removal only	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____
Price per sq ft, Replacement only (New Non-Asbestos Insulation)	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____

I. Removal of Asbestos Paint

	<i>Minor Project</i>	<i>Small Project</i>	<i>Large Project</i>	<i>AVERAGE</i>	<i>ESTIMATED</i>	<i>ESTIMATED</i>
<u>Remove or Replacement</u>	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Qty	Total Cost
Price per sq ft, Removal Asbestos	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____
Price per sq ft, Replacement only	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____

J. Removal of Cable Installation

	<i>Minor Project</i>	<i>Small Project</i>	<i>Large Project</i>	<i>AVERAGE</i>	<i>ESTIMATED</i>	<i>ESTIMATED</i>
<u>Remove or Replacement</u>	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Qty	Total Cost
Removal Only						
Price per linear foot Up to and including 4" Cable insulation, Size O.D.	\$_____/l. f.	\$_____/l. f.	\$_____/l. f.	\$_____/l. f.	30 l. f.	\$_____
Price per linear foot From 4" to and including 12" cable insulation, Size O.D.	\$_____/l. f.	\$_____/l. f.	\$_____/l. f.	\$_____/l. f.	30 l. f.	\$_____
Price per linear foot Greater than 12" cable insulation, Size O.D.	\$_____/l. f.	\$_____/l. f.	\$_____/l. f.	\$_____/l. f.	30 l. f.	\$_____

Replacement Only

Price per linear foot
Up to and including 4"
Cable insulation,
Size O.D.

\$_____ /l. f.	\$_____ /l. f.	\$_____ / l. f.	\$_____ / l. f.	30 l. f.	\$_____
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Price per linear foot
From 4" to and including
12" cable insulation,
Size O.D.

\$_____ /l. f.	\$_____ /l. f.	\$_____ / l. f.	\$_____ / l. f.	30 l. f.	\$_____
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Price per linear foot
Greater than 12" cable
insulation, Size O.D.

\$_____ /l. f.	\$_____ /l. f.	\$_____ / l. f.	\$_____ / l. f.	30 l. f.	\$_____
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K. Removal of Asbestos Transite Boards

	<i>Minor Project</i>	<i>Small Project</i>	<i>Large Project</i>	<i>AVERAGE</i>	<i>ESTIMATED</i>	<i>ESTIMATED</i>
<u>Remove or Replacement</u>	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Qty	Total Cost
Price per sq ft, Removal only	\$_____ /sq. ft.	\$_____ /sq. ft.	\$_____ /sq. ft.	\$_____ /sq. ft.	200 sq. ft.	\$_____
Price per sq ft, Replacement only	\$_____ /sq. ft.	\$_____ /sq. ft.	\$_____ /sq. ft.	\$_____ /sq. ft.	200 sq. ft.	\$_____

L. Removal of Asbestos Ceramic Tiles and Adhesive/Mastic

	<i>Minor Project</i>	<i>Small Project</i>	<i>Large Project</i>	<i>AVERAGE</i>	<i>ESTIMATED</i>	<i>ESTIMATED</i>
<u>Remove or Replacement</u>	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Qty	Total Cost
Price per sq ft, Removal only	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____
Price per sq ft, Replacement only	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____

M. Removal of Asbestos Roofing Materials

	<i>Minor Project</i>	<i>Small Project</i>	<i>Large Project</i>	<i>AVERAGE</i>	<i>ESTIMATED</i>	<i>ESTIMATED</i>
Price per sq ft, Removal of Membrane Up to 4" in thickness	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____
Price per sq ft, Removal of additional Membrane layers up to 4" in thickness	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____
Price per sq ft, Removal of Flashing	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____
Price per sq ft, Removal of Roofing Tar (i.e. parapet)	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____
Price per sq ft, Removal Only (Membrane and Flashing)	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____

N. Removal of Asbestos Caulking/Joint Sealant

	<i>Minor Project</i>	<i>Small Project</i>	<i>Large Project</i>	<i>AVERAGE</i>	<i>ESTIMATED</i>	<i>ESTIMATED</i>
Price per linear foot Removal Only	\$_____/l. f.	\$_____/l. f.	\$_____/ l. f.	\$_____/ l. f.	30 l. f.	\$_____

O. Removal of Asbestos Duct/Putty Seal

	<i>Minor Project</i>	<i>Small Project</i>	<i>Large Project</i>	<i>AVERAGE</i>	<i>ESTIMATED</i>	<i>ESTIMATED</i>
Price per sq. ft., Removal Only	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____

P. Removal of Asbestos Window/Caulking Glazing

	<i>Minor Project</i>	<i>Small Project</i>	<i>Large Project</i>	<i>AVERAGE</i>	<i>ESTIMATED</i>	<i>ESTIMATED</i>
Price per linear foot Removal Only	\$_____/l. f.	\$_____/l. f.	\$_____/ l. f.	\$_____/ l. f.	30 l. f.	\$_____

Q. Asbestos Contaminated Clean-Up Only

	<i>Minor Project</i>	<i>Small Project</i>	<i>Large Project</i>	<i>AVERAGE</i>	<i>ESTIMATED</i>	<i>ESTIMATED</i>
Price per sq. ft., Clean-up Only	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____

R. Patching or Repair of Thermal System Insulation

	<i>Minor Project</i>	<i>Small Project</i>	<i>Large Project</i>	<i>AVERAGE</i>	<i>ESTIMATED</i>	<i>ESTIMATED</i>
Price per linear foot, Patching/Repair	\$_____/l. f.	\$_____/l. f.	\$_____/l. f.	\$_____/l. f.	30 l. f.	\$_____
Price per sq. ft., Patching/Repair	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____

S. Asbestos Contaminated Dirt Clean Up

	<i>Minor Project</i>	<i>Small Project</i>	<i>Large Project</i>	<i>AVERAGE</i>	<i>ESTIMATED</i>	<i>ESTIMATED</i>
Price per sq. ft., Clean-Up Only	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	\$_____/sq. ft.	200 sq. ft.	\$_____

ESTIMATED TOTAL - PART 1

\$_____

PART 2: PRICING FOR VARIOUS SERVICES:

Description of Service	Cost of Service
Plumbing of Water	
(A) Pump, Filter and Drain Asbestos Contaminated Water	\$_____Gallon
(B) Pump and Dispose of Asbestos Contaminated Water	\$_____Gallon
(C) Pump Non-Contaminated Water	\$_____Day
Mobilization*	
(A) Minor Project	\$_____Each
(B) Small Project	\$_____Each
(C) Large Project	\$_____Each
• = Mobilization charge is to include all costs involving decon setup/breakdown, temp power, water, etc.	
DOL Filing Fee	\$_____Each
DOL Variance Fee (including DOL Fee and Labor to prepare application)	\$_____Each
Personal Decontamination Unit	\$_____Each
Waste Decontamination Unit	\$_____Each
Tent Containment (20 Square Feet Floor Area)	\$_____Each
Plywood Enclosure/Barriers – Unrelated to Abatement	
(A) Plywood Barrier	\$_____Per Square Foot
(B) Plywood - Permanent	\$_____Per Square Foot
Emergency Orders	\$_____Per Order

Scaffolding (Frame=6" X 6'L X 5'W)
(A) Scaffolding

\$_____ Per Frame

Overtime: Addition

\$_____ Per Hour

Project Manager/Estimator

\$_____ Per Hour

Additional Layer of Flooring

\$_____ Per Square Foot

Removal of Carpet

\$_____ Per Square Foot

Full Containment (2) Layers, (6) Mile Fire Poly

\$_____ Per Square Foot
Surface Area

TOTAL - PART 2.

\$_____

GRAND TOTAL - PARTS 1 AND 2

\$_____

Our firm quotes these prices, under conditions as set forth in this cost proposal

Signed:_____

Print Name:_____

Company:_____

Address:_____

Telephone:_____ Fax:_____

E-Mail:_____ Federal E.I. Number_____

CHAPPAQUA CENTRAL SCHOOL DISTRICT
PROOF OF VISITATION FORM
CCSD BID # B2020-09:
“ASBETOS ABATEMENT SERVICES”

I, _____ of _____ certify that I have
visited the various buildings of Chappaqua CSD along with a Chappaqua
CSD Maintenance representative on _____.
Date

Signature of Vendor Representative

Printed name of Vendor Representative

Signature of Chappaqua CSD Maintenance Representative

Printed name of Chappaqua CSD Maintenance Representative

**CHAPPAQUA CENTRAL SCHOOL DISTRICT
CCSD BID # B2020-9: ASBESTOS ABATEMENT AND REMOVAL**

CONTRACTOR REFERENCE FORM

It is the intention of the School District to obtain sufficient information regarding current projects of all bidders. We therefore require that all bidders list below at least five (5) references similar service agreement/contracts currently in progress or recently completed.

1. Client Name: _____
Client Telephone # _____
Project Address: _____
Approximate \$ Value: _____
Date Started: _____ Completed: _____
Contact Name: _____ Completed: _____

2. Client Name: _____
Client Telephone # _____
Approximate \$ Value: _____
Date Started: _____ Completed: _____
Contact Name: _____ Completed: _____

3. Client Name: _____
Client Telephone # _____
Approximate \$ Value: _____
Date Started: _____ Completed: _____
Contact Name: _____ Completed: _____

4. Client Name: _____
Client Telephone # _____
Approximate \$ Value: _____
Date Started: _____ Completed: _____
Contact Name: _____ Completed: _____

5. Client Name: _____
Client Telephone # _____
Approximate \$ Value: _____
Date Started: _____ Completed: _____
Contact Name: _____ Completed: _____

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

WEEKLY PAYROLL

For Contractor's Optional Use. The use of this form meets payroll notification requirements; as stated on the Payroll Records Notification.

[illegible]

THIS CERTIFICATION MUST BE COMPLETED ON EACH WEEKLY PAYROLL FORM USED BY THE CONTRACTOR OR SUBCONTRACTOR

Date _____
I _____ (Name of signatory party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____

(Contractor or Subcontractor)
_____, that during the payroll period commencing on the _____

day of _____, 20____, and ending the _____ day of _____ 20____
all persons employed on said project have been paid the full weekly wages earned, that no
rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or
indirectly from the full wages earned by any person, other than permissible deductions as
defined in Articles 8 and 9 and described below:

(2) That any payrolls submitted for the above period are correct and complete; that the
wage rates for laborers, workers, or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that
the classifications set forth therein for each laborer, worker or mechanic conform with the work
he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau
of Apprenticeship and Training, United States Department of Labor, or if no such recognized
agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United
States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed
in the above referenced payroll, payments of fringe benefits as listed in the
contract have been or will be made to appropriate programs for the
benefit of such employees, except as noted in Section 4(c).

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer, worker, or mechanic listed in the above-referenced payroll has been
paid, as indicated on the payroll, an amount not less than the sum of the
applicable basic hourly wage rate plus the amount of the required fringe benefits
as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR
TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.

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

CCSD BID # B2020-9: ASBESTOS ABATEMENT SERVICES

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 # B2020-9: ASBETOS ABATEMENT SERVICES

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/she 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 & Title: _____

Company Name: _____

**CHAPPAQUA CENTRAL SCHOOL DISTRICT
CCSD BID # B2020-9
ASBETOS ABATEMENT SERVICES

GENERAL BID DOCUMENT**

Bid documents must be submitted in a sealed envelope bearing the assigned Bid Number on the outside.

Bids are to be sent to:

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

Attention: Purchasing Office**

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

NOTE: If you intend mailing your bid, 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 06/16/2020 at 2:00 pm (CCSD Bid # B2020-9).
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 # B2020-9: ASBESTOS ABATEMENT SERVICES
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 # B2020-9 : ASBESTOS ABATEMENT SERVICES
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