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 # B2020-6

Field Maintenance Services

Please see attached bid specifications for details.

Sealed envelope bids as well as digital bids will be received until **June 5th, 2020 by no later than 11:00am** 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.

Specifications and Bid Forms may be obtained at the school district website www.ccsd.ws as follows:

- District
- Departments
- Business Office
- Procurement
- School Year 2019-2020
- Bids
- CCSD Bid # B2020-6: Field Maintenance Services

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.

CHAPPAQUA CENTRAL SCHOOL DISTRICT
CCSD BID # B2020-6
FIELD MAINTENANCE SERVICES

MAIN SPECIFICATION

1. School district will require one dedicated crew for grass cutting & weeding, field striping and field maintenance services. While most work can be performed during school hours, no work can be permitted when it interferes with school activities or school business.

2. Five-year minimum of athletic field experience on 27 plus acres of turf – plus references. As part of bid submission, vendor is to provide reference list of at least three references with the name of the organization, contact person, phone number, fax number and e-mail address.

3. Site visit is mandatory. Visit must be accompanied by an Operations and Maintenance representative in order for it 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, and then submitted as part of the sealed bid package. Visit must be scheduled between the hours of 7:00am & 2:00pm Monday through Friday. Please call the School District Operations and Maintenance Department at (914) 238-7210 to schedule an appointment.

INSURANCE REQUIREMENTS

As part of the bid submission, bidder must submit the following insurance requirements. This is to include minimum $5 million in excess liability coverage.

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 “A-” or better insurer, authorized to conduct business in New York State.

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 for

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. In addition to submitting proof of insurance listed below with this bid, Contractor who is awarded the contract is required to carry the same insurance during the continuance of this contract:

A. Liability Insurance. Contractor shall maintain in effect at all times during the full term of its services under this Agreement and as otherwise required hereunder, insurance coverages with limits not less than those set forth in this Agreement with only insurers authorized and licensed to do business in New York State, the insurer shall have an ***A.M. Best rating of A-*** (or better) with a financial size category ***(FSC) of no less than VIII***, and be acceptable to Chappaqua Central School District and under forms of policies satisfactory to Chappaqua Central School District. None of the requirements contained herein as to types, limits or Chappaqua Central School District's approval of insurance coverage to be maintained by Contractor is intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by Contractor under this Agreement or otherwise provided by law. Contractor's insurance deductibles, if any, will be for the account of Contractor.

Type of Required Coverage		**Policy Limits**
1. Workers' Compensation. · Workers' Compensation · Employers' Liability · NYS Disability Insurance for all employees.		Statutory $1,000,000

2. Commercial General Liability which shall not exclude the following coverages: Independent Contractors, Products and Completed Operations aggregates, Blanket Contractual, Broad Form Property Damage, Personal Injury.		The minimum limits are $1,000,000 combined single limit, bodily injury and property damage, each occurrence and $5,000,000 combined single limit, general aggregate. General aggregate shall apply on a per project basis.
3. Business Automobile Liability, including coverage for all owned, hired and non-owned vehicles.		The minimum limits are $1,000,000 combined single limit, Bodily Injury & Property Damage.
4. Professional Liability.		The Professional Liability limits minimum limits are $1,000,000 each claim and $5,000,000 aggregate.
5. Excess Liability		**The minimum limits are $1,000,000 each occurrence and $5,000,000 aggregate.**

B. Coverages A.2 and A.4 above shall be maintained for at least three (3) months (or a greater period of time if required in the Agreement) after completion of all services under this agreement. Consultant's insurance policies listed above shall be endorsed to include the following:

1. A thirty (30) day advance written notice in the event of cancellation, non-renewal or material change of any policy.

2. The indemnitees will be named as additional insureds (except on Workers' Compensation, and Professional Liability).

3. Cross liability coverage (Commercial General Liability and Business Automobile Liability policies only).

4. To the extent permitted by State Law, Contractor waives all rights to subrogation or similar rights against the indemnitees.

C. Each insurance policy shall be written on a primary non-contributory coverage basis (with the exception of Professional Liability), including any self-insured retentions, unless expressly approved by Chappaqua Central School District, in writing.

D. Before the commencement of any work under this Agreement, Contractor shall require all insurance companies or their authorized representatives issuing policies of insurance for Contractor to certify, in duplicate, to Chappaqua Central School District, on a form acceptable to Chappaqua Central School District, that such policies have been issued and are currently in effect. Certificates of Insurance shall specify the additional insured status mentioned above, as well as the waivers of subrogation and that the insurance is primary. Certified copies of insurance policies procured by Contractor shall be furnished to the Chappaqua Central School District upon the request of Chappaqua Central School District. Timely renewal Certificates of Insurance, in duplicate, shall be provided to Chappaqua Central School District as the coverage renews.

E. Contractor shall require all of its Subcontractors (subject to approval) employed by Contractor under this Agreement to procure and maintain insurance comparable to that described in this Article. Contractor shall be held responsible for any modifications in these insurance requirements as they apply to Subcontractors. Contractor shall maintain Certificates of Insurance from all Subcontractors, enumerating, among other things, the waivers in favor of, and insured status of the Indemnitees, as required herein, and make them available to Chappaqua Central School District upon request.

F. The cost of furnishing the above insurance shall be borne by the contractor; there will be no direct payment for this work. Contractors' costs will be deemed to have been included in the price bid for all scheduled items.

G. No PAYMENT will be made on this contract without full insurance compliance.

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.

INDEMNIFICATION

The following Indemnification Agreement shall be, and is hereby, a provision of the contract and shall be endorsed by appropriate reference to this provision, or attached to, all certificates of insurance.

"To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Chappaqua Central School District, its Board of Education, and Chappaqua Central School District's successors, assigns, officers, directors, shareholders, employees, representatives and agents (collectively, the "Indemnitees") from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees, arising out of, relating to or resulting from the performance of this Agreement, provided that such claim, damage, loss or expense is caused by the acts, errors or omissions or willful misconduct of the Contractor, its Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. This indemnification by Contractor shall not be limited by the amount or type of payments, compensation, or benefits payable by or for the Contractor under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. The Contractor agrees to indemnify, defend and hold Chappaqua Central School District harmless from any claim asserted against Chappaqua Central School District by an employee of Contractor or its Subcontractor with respect to bodily injury, sickness, disease or death."

Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any rule, applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, in connection with (or arising directly or indirectly out of) errors and/or omissions and/or negligent acts by the Contractor, as aforesaid, shall be included in the indemnity hereunder.

The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense even if such claim is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify Chappaqua Central School District for damages arising out of bodily injury to persons or damage to property caused by or resulting from sole negligence of the Chappaqua Central School District.

HOLD HARMLESS

The bidder will be required to sign a "Hold Harmless" agreement included with this bid document. Compliance with the foregoing requirement for insurance shall not relieve the Contractor from liability listed under the "Indemnification" section.

PROFESSIONAL CARE

District Wide Athletic Fields and District Offices:

1. Fields to be cut during months from April through October.
2. Spring and Fall cleanup of fallen leaves and debris
3. Professional supervision by the vendor.
4. Modern & efficient equipment.
5. During inclement weather, vendor must check with the Grounds Foreman before starting work on the fields.
6. Field hockey fields will be cut 3 times per week.
   Any trash on fields is to be picked up prior to mowing. Mowing over paper/trash is not permitted.

Education Center & Main Roadway Entrance, all grass areas at Horace Greeley High School, Bell Middle School, Seven Bridges Middle School, Roaring Brook Elementary School, Westorchard Elementary School and Grafflin Elementary School: Work to be done at each school and Education Center:

1. Grass cutting, edging & weeding at flowerbeds once per week. Trimming of all bushing on a monthly basis (April through October)
2. Spring and fall cleanup of fallen leaves, twigs and trash. All debris must be removed from the District

Note: This bid includes all grass areas around all schools including courtyard and play areas

PRIMARY FIELDS SPECIFICATIONS

1. Turf Mowing Program.

Each week the fields will be cut two times: April through June, and September through October (Exception, Greeley Field Hockey – 3 times during September/October and height must be kept at 0.75" to a maximum of 1.5" at all time). The balance of the growing season, the grass will be maintained to a height of approximately 1-12". Only commercial type units will be used. Minimum width requirement 96" for lawn mowers. All mowing equipment will be sharpened each week to insure an even and clean cut. All mowing on the area of the field will be done in different directions to create a perfect uniform look upon completion of the cutting. All woodlines, fences, walls and borders will be line trimmed weekly. **ALL EXCESS CLIPPINGS WILL BE COLLECTED AND REMOVED FROM THE FIELD UTILIZING POWER BLOWING PROCEDURES**.

2. Contractors must own and operate equipment necessary to perform all duties associated with athletic field turf maintenance. Type and brand names of equipment must accompany all bids. Examples of this equipment are:

   - Proper mowing equipment (minimum cutting width 96") – must include grass-catching equipment for discharge of clippings.

   - The school district reserves the right to inspect all of the above listed contractor owned equipment prior to the contract award. Vendor to provide list of equipment as well as pictures of equipment to be included as part of bid submission.

SECONDARY FIELDS SPECIFICATIONS

1. Turf Mowing and lawn Mowing Program

   Weekly the fields and school lawn areas will be cut to a height of approximately 1-1/2". Only commercial type units will be used. All mowing equipment will be sharpened each week to insure an even and clear-cut. All mowing on the area of the field will be done in different directions to create a perfect uniform look upon completion of cutting. All woodlines, fences, walls and borders will be line trimmed weekly. All excess clippings will be collected and removed from the field utilizing power blowing procedures.

2. Field Striping

   - Vendor is to provide field striping for soccer, lacrosse, football, baseball and softball fields in the school district. Striping is to be done once a week on days which are designated by the school district. Paint will be provided by the school district. Vendor must have the equipment to perform field striping. Vendor must have a minimum of three (3) ride-on paint machines at the time of bid submission. Vendor's staff must be trained in the use of field striping equipment. Vendor to provide list of equipment as well as pictures of equipment to be included as part of bid submission.

3. Field Maintenance

   Vendor is to provide various grooming, upkeep and maintenance to all school district fields. Tasks will include applying products for grass growth and grass seed. Vendor must also have professional working knowledge for grooming baseball fields and grass turf field upkeep.

4. References

   As part of bid submission, vendor is to provide reference list of school districts and other places where they have previously performed as well presently performing grass

cutting, turf mowing, field maintenance and field striping. Vendor will need to include least at least three references including name of organization, contact person, phone number, fax number and e-mail address.

DISTRICTWIDE FIELD LOCATIONS/PRIORITY

Horace Greeley High School
70 Roaring Brook Road, Chappaqua, NY 10514

LOCATION:	Horace Greeley Main Football Field
AREA:	80,000 sq. ft. (See Primary Spec)
SECONDARY AREA:	Total 70,000 sq. ft. All areas Surround the field including the **snack bar and astro-**viewing facility. (See Secondary Spec)
SECONDARY AREA:	Total 10,000 sq. ft. **ALL areas of lawn around the school including courtyards (see secondary Spec)**
LOCATION:	Horace Greeley Main Baseball Field
AREA:	85,000 sq. ft. (See Primary Spec)
SECONDARY AREA:	36,300 sq. ft. All areas adjacent to ballfield to woodline and adjoining fields. (See Secondary Spec)
LOCATION:	Horace Greeley Upper Connecting Ballfields adjacent to residential area and Rt. 177.
AREA:	Approximately 116,000 sq. ft. (See Primary Spec)
SECONDARY AREA:	Approximately 12,000 sq. ft. Area that surrounds the two fields adjacent to woodline (See Secondary Spec)
LOCATION:	Horace Greeley Upper Field Hockey Field adjacent to barn type garage. Moved 3 times per week, September/October.
AREA:	155,000 sq. ft. (See Primary Spec)

LOCATION:	Horace Greeley Lower Lacrosse/Soccer Field
AREA:	Approximately 64,000 sq. ft., adjacent to student parking. (See Primary Spec)
LOCATION:	Horace Greeley Lower Soccer Field
Area:	Approximately 64,000 sq. ft., adjacent to softball fields. (See Secondary Spec)

Robert E. Bell Middle School
50 Senter Street, Chappaqua, NY 10514

LOCATION:	All grass areas around the bell School and the Church lawn adjacent to Bell School Parking lot.
AREA:	Approximately 22,000 sq. ft. ***Weekly MOWING***
LOCATION	Bell School Baseball Field.
AREA:	Approximately 50,000 sq. ft. (See Primary Spec)
SECONDARY AREA:	Bell School Approximately 20,000 sq. ft. Surrounding the field itself and along all baselines and walkways. (See Secondary Spec)
LOCATION:	Bell School Lower Multi-Purpose Field
AREA:	Approximately 130,000 sq. ft. (See Secondary Spec)

Seven Bridges Middle School
222 Seven Bridges Road, Mt. Kisco, NY 10549

LOCATION:	Seven Bridges Middle School
AREA:	160,000 sq. ft. (total for two fields and surrounding areas) (See Primary Spec.)
SECONDARY ARERA:	Secondary areas include all grass outside round the school and roadway. Also quote should include the courtyard area Grass hills along roadway/parkway area and around front of building may not be mow able with machines (to be cut one time each in mid May, late July and October).

Douglas G. Grafflin Elementary School
650 King Street, Chappaqua, NY 10514

LOCATION:	Grafflin School Lower Field and all grass areas around the School and play areas
AREA:	62,000 sq. ft. (See Secondary Spec)
LOCATION	Grafflin School Upper Field
AREA:	30,000 sq. ft. (See Secondary Spec)
SECONDARY AREA:	Secondary area surround parking lots.

Roaring Brook Elementary School
530 Quaker Road, Chappaqua, NY 10514

LOCATION:	Roaring Brook Softball Field and all grass areas around the School, courtyards and front hill
AREA:	Approximately 57,200 sq. ft. (See Secondary Spec)
LOCATION:	Roaring Brook Multi-purpose Field Approximately 30,000 sq. ft. (See Secondary Spec)
SECONDAY AREA:	Secondary area surrounding the school.

Westchorchard Elementary School
25 Granite Road, Chappaqua, NY 10514

LOCATION:	Westorchard Elementary Field
AREA:	Approximately 80,000 sq. ft. All grass areas around the School and school property (See Primary Spec)
SECONDARY:	Westorchard Elementary
AREA:	Approximately 10,000 sq. ft. Surrounding perimeters of field area and along edge of parking area. (See Secondary Spec)

DISTRICTWIDE FIELD STRIPING/SEASONS AND FIELD LOCATIONS

SEASON:	Spring
SCHOOL/FIELD LOCATION:	Robert E. Bell Middle School 2 Lacrosse Fields, 1 Softball Field
	Seven Bridges Middle School 2 Lacrosse Fields, 1 Softball Field
	Horace Greeley High School 5 Lacrosse Fields, 2 Softball Fields and 2 Baseball Fields

SEASON:	Fall
SCHOOL/FIELD LOCATION:	Robert E. Bell Middle School 1 Soccer Field, 1 Hockey Field
	Seven Bridges Middle School 2 Soccer Fields, 1 Field Hockey Field
	Horace Greeley High School 5 Soccer Fields, 2 Football Fields, 2 Field Hockey Fields

OTHER TERMS AND CONDITIONS:

Successful Bidder will be required to have a monthly meeting with the Director of Facilities and the Athletic Director and walk each field and tour each school

PREVAILING WAGE SCHEDULE

Bidder will be required to pay prevailing wages in accordance with **New York State Department of Labor**. Bidder must submit a completed wage schedule provided by New York State. Please complete and submit Pages 7 and the pages which apply closest to the field of work for the prevailing wage schedule provided by New York State. The schedule is available on the Department of Labor's web site at **www.labor.ny.gov.** Please specifically look under PRC # **2020005460** for Westchester County.

Successful bidder must also provide a certified payroll with each invoice submitted to the District.

TERM OF CONTRACT

Contract will be for one (1) year starting 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 2021 annual Consumer Price Indices (CPI) Average (CPI NY, Northern NJ Area).

PIGGYBACKING

Any school district, municipality or political subdivision of the State of New York may participate in this contract, upon written request to the Chappaqua Central School District, and authorization from the School District. Any such entity that wishes to “piggyback” on this bid shall be 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.

PART A

Total Cost for Grass Cutting & Weeding Services **$_____**
Start Date: 07/01/2020 – End Date: 06/30/2021

PART B

Along with you proposal for the above listed work you are required to submit labor rates for additional grounds work throughout the District such as: Mulching, grounds cleaning, power washing, trimming of bushes, flower planting and extra work above this specification.

NOTE: All rates must be in accordance with the rates and supplemental benefits based on the NYS Prevailing Wage Schedule mentioned above.

Regular Man Hours Weekdays (7:00 a.m. – 4:00 p.m.) **$ _____.____ per hour**

Overtime Man Hours Weekdays (4:01 p.m. – 6:59 p.m) **$ _____.____ per hour**

Saturday Rate (12:01 a.m. – 11:59 p.m.) **$ _____.____ per hour**

Material Mark-up **_____%**

(Represents the percentage mark-up on the purchase of all
Material, supplies, and equipment required to complete work as requested)

PART C

Field Striping for Robert E. Bell Middle School fields as listed during Spring **$_____.____per week**

Field Striping for Robert E. Bell Middle School fields as listed during Fall **$_____.____per week**

Field Striping for Seven Bridges Middle School fields as listed during Spring **$_____.____per week**

Field Striping for Seven Bridges Middle School fields as listed during Fall **$_____.____per week**

Field Striping for Horace Greeley High School fields as listed during Spring **$_____.____per week**

Field Striping for Horace Greeley High School fields as listed during Fall **$_____.____per week**

PART D.

Hourly rates for field maintenance tasks to include 1) Applying products for grass growth and Grass Seed and 2) Grooming Baseball Fields and Grass Turf Upkeep.

NOTE: All rates must be in accordance with the rates and supplemental benefits based on the NYS Prevailing Wage Schedule mentioned above.

Regular Man Hours Weekdays	**(7:00 a.m. – 4:00 p.m.)**	**$ _____.____ per hour**
Overtime Man Hours Weekdays	**(4:01 p.m. – 6:59 p.m.)**	**$ _____.____ per hour**
Saturday Rate	**(12:01 a.m. – 11:59 p.m.)**	**$ _____.____ per hour**

Material Mark-up _____

AWARD

Award of contract will be based on the formula listed below:

Part A (Total Cost for Grass Cutting and Weeding Services).

1ST Lowest Cost for Part I = 60 Points

2ND Lowest Cost for Part I = 40 Points

3RD Lowest Cost for Part I = 30 Points

Others for Part A = 20 Points

Part B (Regular Man Hours Weekday Rate times 40 hours) .

1ST Lowest Cost for Part II = 20 Points

2ND Lowest Cost for Part II = 10 Points

3RD Lowest Cost for Part II = 5 Points

Others for Part B = 0 Points

<u>Part C (Total of all weekly rates added together).</u>

1ST Lowest Cost for Part II = 50 Points

2ND Lowest Cost for Part II = 30 Points

3RD Lowest Cost for Part II = 20 Points

Others for Part C = 10 Points

Contract will be awarded to the one vendor who has the highest combined points (Part A, Part B and Part C).

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

CCSD BID # B2020-6: FIELD MAINTENANCE SERVICES

SEALED BID CHECKLIST

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

1) COMPLETED BID PROPOSAL FORM.

2) COMPLETED AND SIGNED PROOF OF VISITATION FORM

3) PROOF OF INSURANCE AS LISTED UNDER THE HEADING "INSURANCE REQUIREMENTS" ON THE MAIN SPECIFICATION.

4) COMPLETED INSURANCE CERTIFICATION FORM AS LISTED UNDER # 7 OF THE HEADING "INSURANCE REQUIREMENTS" ON THE MAIN SPECIFICATION. .

5) PAGES 7 AND THE PAGES WHICH APPLY CLOSEST TO THE FIELD OF WORK FOR THE PREVIALING WAGE SCHEDULE PROVIDED BY NEW YORK STATE AS LISTED ON PAGE 12 OF MAIN SPECIFICATION. THE SCHEDULE IS AVAILABLE ON THE DEPARTMENT OF LABOR'S WEB SITE AT **www.labor.ny.gov** **.** PLEASE SPECIFICALLY LOOK UNDER PRC # **2020005460** FOR WESTCHESTER COUNTY.

6) WRITTEN PROOF OF CERTIFIED PAYROLL.

7) LIST OF 5 REFERENCES RELATED SCHOOL DISTRICT WORK AS STATED ON PAGE 2 OF NOTICE TO BIDDERS.

8) COMPLETED HOLD HARMLESS AGREEMENT.

9) COMPLETED, NOTARIZED & SIGNED PREVAILING RATE CERTIFICATION FORM.

10) COMPLETED AND SIGNED BID PROPOSAL CERTIFICATION SHEET.

11) COMPLETED, NOTARIZED & SIGNED BID FORM AND SPECIFICATIONS SHEET LOCATED ON THE LAST PAGE OF THE GENERAL BID PACKET. **THIS PAGE MUST BE NOTORIZEED OR BID WILL NOT BE ACCEPTED.**

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

CHAPPAQUA CENTRAL SCHOOL DISTRICT
PROOF OF VISITATION
CCSD BID # B2020-6
FIELD MAINTENANCE SERVICES

I, _____ of _____ certify that I have visited the various fields of Chappaqua Central School District along with a school district representative on _____.
Date

_____
Signature of Vendor Representative

_____
Printed name of Vendor Representative

_____
Signature of Chappaqua Central School District Representative

_____
Printed name of Chappaqua Central School District 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

Department of Labor
Bureau of Public Work

WEEKLY PAYROLL

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

NAME OF CONTRACTOR ☐ SUBCONTRACTOR ☐		ADDRESS	
FEIN	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACTOR NO.

(1) NAME, ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDINGS	(3) WORK CLASSIFICATION	ST or OT	4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
														FICA	WITH-HOLDING Tax			OTHER	TOTAL DEDUCTIONS	
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			O																	
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PW-12 (12-09)

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 # B2020-6: FIELD MAINTENANCE SERVICES

PREVAILING 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 # B2020-6: FIELD MAINTENANCE 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 # B2020-6
FIELD MAINTENANCE 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 06/05/2020 at 11:00 Am (CCSD Bid # B2020-6).

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.

CCSD BID # B2020-6 : FIELD MAINTENANCE 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 # B2020-6 : FIELD MAINTENANCE 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