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 #B2019-23:

Greenhouse for Douglas Grafflin Elementary School

Douglas Grafflin Elementary School is in need of a new greenhouse which will assist as well as enhance their educational activities and programs. Please see the attached cost proposal for description of materials needed.

A. Site Visit

If bidders wish to visit the site of the greenhouse, appointments can be made by contacting the Douglas Grafflin Elementary School head custodian office at 914-238-7201, Ext. 5105

B. Award

Bid will awarded to one vendor based on lowest total cost

C. Delivery

No separate charges for delivery, uploading and installation.

If making delivery is made using a truck, truck must have a lift gate. Delivery of any items must be handled with care.

D. 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**
Statuary 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.

E. Prevailing Wage Schedule/Prevailing Rate Certification

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 2019014861 (Westchester County).** Page 7 and the pages which apply closest to the field of work from the schedule are to be included as part of the bidder's submission.

In addition, the attached prevailing rate certification form must be signed, notarized and also included as part of the bidder's submission.

F. Hold Harmless

Bidder will be required to sign the attached "Hold Harmless" Agreement and inserted as part of their bid submission

G. Additional Notes

Last page of general bid document must be notarized otherwise bid will not be accepted.

Sealed bids will be received until **December 11th, 2019 by no later than 2:00pm** at the Purchasing Office, Education Center, 66 Roaring Brook Road, Chappaqua, New York – mailing address: Chappaqua Central School District, P.O. Box 21, Chappaqua, New York 10514-at which time and place all bids will be opened and read publicly. Specifications and Bid Forms may be obtained at the Chappaqua address above on any weekday between the hours of 9:00 am and 4:00 pm. If further information is needed, please contact 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
66 ROARING BROOK ROAD
P.O. BOX 21
CHAPPAQUA, NEW YORK 10514

CCSD BID # B2019-23: GREENHOUSE FOR DOUGLAS GRAFFLIN ELEMENTARY SCHOOL

SEALED BID CHECKLIST

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

---

1) COMPLETED AND SIGNED COST PROPOSAL

2) INSURANCE WITH POLICY NAMING CHAPPAQUA CENTRAL SCHOOL DISTRICT AS ADDITIONAL INSURED AS DESCRIBED IN SECTION D. OF THE NOTICE TO BIDDERS. 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. ENDOURSEMENT INDICATING ADDITIONAL INSURED

   F. COMPLETED AND SIGNED INSURANCE CERTIFICATION FORM

3) PAGES 7 AND THE PAGES WHICH APPLY CLOSEST TO THE FIELD OF WORK FROM THE PREVIALING WAGE SCHEDULE PROVIDED BY NEW YORK STATE AS LISTED IN SECTION E. OF THE NOTICE TO BIDDERS. THE SCHEDULE IS AVAILABLE ON THE DEPARTMENT OF LABOR'S WEB SITE AT **www.labor.ny.gov** **.** PLEASE SPECIFICALLY LOOK UNDER PRC NUMBER **2019014861** (WESTCHESTER COUNTY).

4) COMPLETED, NOTARIZED & SIGNED PREVAILING RATE CERTIFICATION FORM AS LISTED IN SECTION E. OF THE NOTICE TO BIDDERS

5) COMPLETED HOLD HARMLESS AGREEMENT AS LISTED IN SECTION F. OF THE NOTICE TO BIDDERS

6) COMPLETED AND SIGNED BID PROPOSAL CERTIFICATION SHEET

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

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

CHAPPAQUA CENTRAL SCHOOL DISTRICT

CCSD BID # B2019-23: GREENHOUSE AT DOUGLAS GRAFFLIN ELEMENTARY SCHOOL: COST PROPOSAL

PROPOSAL NOTES

MODEL NUMBERS LISTED ARE FOR REFERENCE PURPOSES ONLY

ALL PLUMBING, ELECTRICAL AND CONCRETE FLOORING WORK TO BE DONE BY OTHER VENDORS

ALL PRICES ARE TO INCUDE DELIVERY, UNLOADING OF MATERIALS AND INSTALLATION. NO SEPARATE CHARGES.

IF DELIVERY OF ANY ITEMS IS MADE BY TRUCK, TRUCK MUST HAVE A LIFT GATE.
DELIVERY OF ITEMS SHOULD BE HANDLED WITH CARE.

UNITS LISTED ON THIS SPECIFICATION MUST INCLUDE A ONE YEAR WARRANTY.

PRICES MUST BE VALID FOR ONE YEAR.

BID WILL BE AWARDED TO ONE VENDOR BASED ON LOWEST TOTAL COST.

PRIMARY SCRUCTURE

MODEL	QUANTITY OF ONE (1), C-TLT 12 X 30-TW - CUSTOM-TLT SERIES 'LEARN-TO' STYLE GREENHOUSE
FRAME	**MUST INCLUDE LIFETIME WARRANTY ON ALUMINUM FRAME**
SPECIFICATIONS TO BE INCLUDED:	
DIMENSIONS OD	12' 6 15/16" W X 31' 1" L X 8' 0" RIDGE HGT. X 5' 1-7/8" SIDEWALL HGT. - INCLUDED NOTE: ADD ANY FOUNDATION WALL HEIGHT FOR OVERALL RIDGE HEIGHT
EAVE DESIGN	STRAIGHT EAVE DESIGN - STANDARD
ROOF PITCH	2.5 TO 12 - CUSTOM ROOF SLOPE
LOAD	32# SNOW - 85MPH WIND LOAD CERTIFICATION ADD UPGRADE TO A 96 MPH WIND LOAD RATING
FRAME COLOR	STANDARD COLORS: ARTIC WHITE - HARTFORD GREEN - RIDEAU BROWN

GLAZING	TWIN-WALL INSULATED POLYCARBONATE - ON ALL SURFACES
RIDGE VENTS	1 EACH, CONTINUOS MOTORIZED RIDGE VENT ADD INSECT SCREENS FOR RIDGE VENTS
DOORS	1 EACH, 36" X 80" - SINGLE STORM DOOR UNIT W/HARDWARE DOOR DROP TO ACCOMMODATE UP TO 3' KNEEWALL TO BE INCLUDED
VENTILATION PACKAGE	1 EACH, 18" EXHAUST FAN, 2 EACH, MOTORIZED SHUTTERS ADD CROSS FRAME, PENETRATION PANELS & T-STAT (METAL SHUTTER FANS PAINTED TO SUIT THE GREENHOUSE)
INSECT SCREENS	2 EACH, INSECT SCREENS FOR MOTORIZED SHUTTERS
THERMOSTAT	1 EACH, BARTLETT EASY-WIRE 6-STAGE THERMOSTAT
FANS	2 EACH, 12" HAF AIR-CIRCULATION FANS
HEATER	1 EACH, MODINE HD-100 GAS UNIT HEATER W/HANGER
PRESSURE CAP	1 EACH, DECORATIVE WIDE-FRAME PRESSURE BEAUTY CAP
ENGINEER DRAWINGS	ENGINEER STAMPED DRAWINGS * CALC PACKAGE

TOTAL COST OF ALL ITEMS

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

SIGNED:_____ DATE: _____

PRINT NAME:_____ TITLE: _____

COMPANY:_____

ADDRESS:_____

TELEPHONE:_____ FAX:_____

E-MAIL:_____

FEDERAL E.I. NUMBER:_____

Insurance Certification

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

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

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

Insurance Representative: _____

Address: _____

_____

_____

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

Date: _____ _____

Insurance Representative

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

Firm Name:_____

Address: _____

_____

_____

Date: _____ _____

Bidder's Signature

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

CCSD BID # B2019-23: GREENHOUSE FOR DOUGLAS GRAFFLIN ELEMENTARY SCHOOL

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 # B2018-23: GREENHOUSE FOR DOUGLAS GRAFFLIN ELEMENTARY SCHOOL

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 # B2019-23
Greenhouse at Douglas Grafflin Elementary School

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
P.O. Box 21
Chappaqua, New York 10514

Board of Education

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

INSTRUCTIONS TO BIDDERS:

1. Sealed proposals for the furnishing and delivery, where called for, of the services and materials as required by the Board of Education of the Chappaqua Central School District, Chappaqua, New York, as set forth in the attached specifications prepared under the direction of said Board of Education, will be opened at the Purchasing Office, Education Center, 66 Roaring Brook Road, Chappaqua, New York on 12/11/2019 at 2:00 pm (CCSD Bid # B2019-23).

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, equipment and services described by the specifications.
"Board"	•	The Board of Education of the school district.
"Bid"	•	An offer to furnish materials, supplies, equipment and services 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, equipment and services 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 CERTIFICATIONS,” MEETS THIS REQUIREMENT.

CCSD BID # B2019-23: "GREENHOUSE FOR DOUGLAS GRAFFLIN ELEMENTARY SCHOOL"

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 #B2019-23: "GREENHOUSE FOR DOUGLAS GRAFFLIN ELEMENTARY SCHOOL"

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 _____ and the total cost thereof is $_____.

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