

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 # B2018-8

Masonry, Site Work & Asphalt Services

Please see main specification for contract and details.

Sealed bids or proposals for a ONE YEAR CONTRACT will be received by the Board of Education of Chappaqua Central School District, New York, until **June 7th, 2018 at 11:00am.** At which time and place the proposals will be publicly opened and read. Proposal shall be enclosed in opaque envelope, addressed to the Chappaqua Central School District Purchasing Office and plainly marked on the outside with the name of the bidder and the title of the work upon which the proposal is based, and the date and time the proposal is to be opened. The Board of Education reserves the right to reject any or all bids and advertise the new bids if, in its opinion, the best interests of the said Board of Education will thereby be promoted.

CHAPPAQUA CENTRAL SCHOOL DISTRICT
CCSD BID # B2018-8
MASONRY, SITE WORK & ASPHALT
MAIN SPECIFICATION

MANDATORY SITE VISIT

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

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

CONTRACTOR REQUIREMENTS

Contractor shall supply all labor, supervision, materials, tools, equipment, and all effort necessary required to perform all related type work in the District.

CONTRACTOR COMPLIANCE

1. All work must comply with EPA, OSHA, and any local regulations in effect at each service occurrence.
2. Contractor shall adhere to all regulations, rules, ordinances, and standards set by the Federal, State, County, and Municipal governments pertaining to safety on the job site.
3. Upon arrival at the School, the Contractor's employees shall report to the Head Custodian or respective designee, wherein they shall sign in, and out when leaving.
4. If any job is estimated to exceed the sum of \$5,000, the Contractor will submit to the District, in writing, the approximate total cost reflecting labor and material, for approval, prior to performing the work. Only the District's Director of Operations, or Assistant Superintendent for Business may approve estimates exceeding \$5,000.
5. Contractor will provide proof of certified payroll with every invoice. Proof of certified payroll must be submitted as part of sealed bid package.

CONTRACTOR QUALIFICATIONS

1. Contractor must be in this business a minimum of ten (10) consecutive years.
2. Contractor's staff shall be a minimum of five (5) workers. Additionally the Contractor shall have consistently maintained a minimum of five (5) full time workers employed by the firm for the three (3) previous years. Proof of these requirements must be submitted.
3. Contractor shall have a local shop, yard and/or warehouse in the area that houses vehicles, tools, and equipment to perform required work. Proof of such must be submitted.
4. Contractor shall have a minimum of five (5) vehicles, including but not limited to Dump trucks, Back Hoes, Front End Loaders, Rollers, etc. Equipment list must be submitted with sealed bid.
5. Contractor is required to show a minimum of 5 references of work completed for large paving projects within the last twelve (12) months.
6. It is recommended that contractor have experience working on school properties.

LIABILITY

Liability for damage caused either by commission or omission of acts shall lie with the Contractor and will be his obligation to correct with no financial burden to the District.

TERM OF CONTRACT: **July 1, 2018 through June 30, 2019** with the option to renew this contract for a period not to exceed two (2) additional one (1) year periods at a price not to exceed the 2018 and 2019 annual Consumer Price Indices (CPI) Average (CPI NY, Northern NJ Area).

CANCELLATION OF CONTRACT

The District reserves the right to cancel this contract for unsatisfactory service by providing fourteen (14) days written notice. The District representative shall be the sole judge of what constitutes satisfactory or unsatisfactory service on the part of the Contractor.

INDEMNIFICATION AND INSURANCE

1. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the District, its representatives, officers, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, and costs, relating to this contract. The scope of this indemnification does not extend to the negligence of the District.
2. Contractor shall purchase and maintain the insurance listed herein during the life of the contract. The insurance must be purchased from a New York licensed, A.M. Best Rated "A" or "A+" carrier. The District shall, with the exception of Workers Compensation and Employees Liability Insurance, be named additional insured.
3. The insurance requirements shall not be less than the following:

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

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

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

Worker's Compensation

\$ 500,000	Each Accident
\$1,000,000	Disease Policy Limit
\$1,000,000	Disease Each Employ

As part of the bid submission, the contractor and all sub-contractors shall submit to the Owner the following:

1. A Certificate of General Liability Insurance coverage as required by the information above. The standard Accord form of certificate of insurance or insurance carrier certificate will be accepted for employer's liability and statutory State Disability. The box labeled "Certificate Holder" which is located at the bottom left hand corner of the certificate must display the following address;

Chappaqua Central School District
66 Roaring Brook Rd.
P.O. Box 21
Chappaqua, NY 10514

2. An Endorsement Indicating Additional Insured.

3. A Certificate of Worker's Compensation insurance coverage. The standard Accord form of certificate of insurance or insurance carrier certificate will be accepted.

4. An Insurance Certification form which is to be completed by both the contractor and the contractor's insurance representative.

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

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

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

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

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

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

PREVAILING WAGES

All wages and supplements paid to workers on this contract shall be in accordance with New York State Department of Labor Prevailing Wage Schedule. The schedule (s) is available on the Department of Labor's web site at www.labor.ny.gov . Please specifically look under PRC number 2018005849.

PROOF OF CERTIFIED PAYROLL

The District requires that certified payrolls be submitted with all invoices. As part of the bid submission, contractor proof of must be provided of a certified payroll. Please see the enclosed sample an NYS Dept. of Labor Timesheet.

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

AWARD

The award will be based on the following rates listed on the cost sheet:

- 20 % of the Construction Foreman Rate

- 60% of Laborer Rate
- 20% of the rates for Tri-Axle Dump Truck 1 Yard, 1 Yard Backhoe & 2 ½ Yard Rubber Tire Loader

In addition to that, the award of the contract will be made to the lowest responsible vendor as will, in the opinion of the Board, best promote the public interest, taking into consideration the reliability of the bidder and the quality of service to be furnished in conformity with the specifications.

BID SUBMISSION

Vendor must submit all of the following items in their sealed bid envelope:

- 1) Completed Cost Specification Form.
- 2) Completed and Signed Proof of Visitation Form.
- 3) Equipment list of all required vehicles listed under the previous heading “CONTRACTOR QUALIFICATIONS”.
- 4) Certificates of Insurance including General Liability, Endorsement indicating additional insured and Workers Compensation as stated Page 2 of main specification.
- 5) Completed Insurance Certification Form as stated on Page 2 of main specification
- 6) Completed Page 7 and the pages of rates which apply closest to the field of work of the Prevailing Wage Schedule provided by New York State. The schedule (s) is available on the Department of Labor's web site at www.labor.ny.gov . Please specifically look under PRC number 2018005849.
- 7) Signed and notarized Prevailing Rate Certification form.
- 8) Written Proof of certified payroll is stated in specification.
- 9) Completed Hold Harmless Agreement
- 10) Completed & Signed Bid Proposal Certification (located on the second to last page of the general bid document packet)
- 11) Completed, Signed & Notarized “Bid Form and Specifications” located on the last page of the general bid document packet. This page must be signed & notarized otherwise bid will not be accepted.

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

CCSD BID # B2018-8: MASONRY, SITE WORK & ASPHALT SERVICES

SEALED BID CHECKLIST

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

- 1) COMPLETED COST SPECIFICATION FORM LOCATED ON LAST TWO PAGES OF MAIN SPECIFICATION.
- 2) COMPLETED AND SIGNED PROOF OF VISITATION FORM
- 3) EQUIPMENT LIST OF ALL REQUIRED VEHICLES LISTED UNDER THE HEADING "CONTRACTOR QUALIFICATIONS"
- 4) CERTIFICATES OF INSURANCE INCLUDING GENERAL LIABILITY, ENDORSEMENT INDICATING ADDITIONAL INSURED AND WORKERS COMPENSATION AS STATED ON PAGE 2 OF MAIN SPECIFICATION.
- 5) COMPLETED INSURANCE CERTIFICATION FORM AS STATED ON PAGE 2 OF MAIN SPECIFICATION.
- 6) COMPLETED PAGES 7 AND THE PAGES OF RATES WHICH APPLY CLOSEST TO FIELD OF WORK OF THE PREVAILING WAGE SCHEDULE PROVIDED BY NEW YORK STATE. THE SCHEDULE IS AVAILABLE ON THE DEPTMENT OF LABOR'S WEB SITE AT www.labor.ny.gov . PLEASE SPECIFICALLY LOOK UNDER PRC # 201800584 FOR WESTCHESTER COUNTY.
- 7) COMPLETED, NOTARIZED & SIGNED PREVAILING RATE CERTIFICATION FORM.
- 8) WRITTEN PROOF OF CERTIFIED PAYROLL AS STATED IN SPECIFICATION
- 9) COMPLETED HOLD HARMLESS AGREEMENT
- 10) COMPLETED AND SIGNED BID PROPOSAL/NON COLLUSIVE CERTIFICATION SHEET
- 11) COMPLETED, SIGNED & NOTORIZED BID FORM AND SPECIFICATIONS SHEET LOCATED ON THE LAST PAGE OF THE GENERAL BID PACKET. **THIS PAGE MUST BE SIGNED & 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
CCSD BID # B2018-8**

COST SPECIFICATION FORM – MASONRY, SITE WORK & ASPHALT SERVICES

Contract Period: July 1, 2018 through June 30, 2019

We propose to furnish, as required, labor equipment, and/or materials for **Masonry, site work & asphalt** in accordance with all the provisions and stipulations contained in the terms, conditions and specifications at all of the Districts properties.

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

Rates per Hour

Workers

Construction Forman

Laborer

Equipment & Operator

Tri-axle Dump Truck

1 Yard back Hoe

2-1/2 Yard Rubber Tire Loader

1 Yard Excavator

Skid Steer

Mini Excavator

Asphalt Paver

Asphalt Roller one-ton

Asphalt Roller five-ton

Asphalt roller ten-ton

Straight Time

Material

Percent of mark up on materials purchased by Contractor _____%

Name of Bidder_____

Address of Bidder _____

Telephone # _____

Person to Contact _____

E-mail Address _____

NAME

SIGNATURE

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 # B2018-8: MASONRY, SITE WORK & ASPHALT 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

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

CCSD BID # B2018-8: "MASONRY, SITE WORK & ASPHALT 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 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: _____

Date: _____

**CHAPPAQUA CENTRAL SCHOOL DISTRICT
CCSD BID # B2018-8
MASONRY, SITE WORK AND ASPHALT 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 06/07/2018 at 11:00 Am (CCSD Bid # B2018-8).
2. The person, firm or corporation making such proposal shall submit it in a sealed envelope at the place and on or before the hour and day stated above, and the envelope shall be endorsed on the face thereof with the name of the person, firm or corporation making such proposal, the date of its presentation and title of the services, materials, equipment or supplies for which such proposal is made.
3. The bidder shall insert the price per stated unit and the extension against each item in the schedule hereto annexed, which he proposes to furnish and deliver. In the event of a discrepancy between the unit price and total price, the unit price will govern. The price inserted must be net and must include delivery charges. Computation must be made of the total amount of the bid for all items bid upon and the total shall be stated in the space provided at the end of the schedule.
4. No charge will be allowed for cases, boxes, carboys, bottles, etc., nor for freight expenses, expressage or cartage. No empty packages, cases, boxes, carboys, bottles, etc., will be returned to the bidder or contractor and none will be paid for by the Board of Education. Such empty cases, boxes etc., may be removed by the bidder or contractor at his own expense.
5. No charge will be allowed for federal, state or municipal sales and excise taxes, in that the Board of Education is exempt there from. The price bid shall be net and shall not include the amount of any such tax; exemption certificates, if required, will be furnished on forms provided by the bidder.
6. When a catalog reference follows the description of an item, such catalog reference is intended as a means of more fully describing the item in the shortest possible space and is to be regarded as part of the description of the item. All catalogs to which reference is made shall be available at the business office. The use of such catalogs is not intended to limit competition.
7. Items delivered by successful bidder must be equal in all respects to those referred to by catalog numbers. Bidder must submit samples upon request if bidding on items other than those referred to.
8. Each bidder must state that no member of the Board of Education, Chappaqua Central School District, Chappaqua, New York, nor any officer or employee thereof, is directly or indirectly interested in the proposal.
9. The Board of Education reserves the right to accept this bid by items or as a whole, or, in its discretion to waive technical formalities, or reject all bids and re-advertise in the manner provided by Section 103, or the general municipal law.
10. The bid deposit of the successful bidder will be returned upon the satisfactory completion of the contract.

11. Delivery will be required to be made to the location indicated in the bid or to such place as indicated in the purchase order issued to the successful bidder. Unless otherwise noted in the main specification, deliveries shall be made between the hours of 9:00 AM and 4:00 Pm on weekdays other than Saturdays and holidays. All materials and supplies must be securely packed in uniform containers, adequately marked as to contents and delivered without damage or breakage in such units as are specified in the schedule.
12. These instructions are to be considered an integral part of all proposals.
13. Successful bidders shall furnish the Board of Education, prior to commencement of work, with certificate of Workers' Compensation and General Liability Insurance.

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

Chappaqua Central School District
Chappaqua, NY 10514

GENERAL CONDITIONS

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

All invitations to bid issued by the above-named school district will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the school district.

DEFINITIONS

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

BIDS

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

16. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
17. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the instructions to bidders. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
18. All bids must be sealed. They must be submitted in envelopes furnished by the school district, if any. Otherwise, plain opaque envelopes may be used, clearly marked "BID." Also the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Bids must not be attached to or enclosed in packages containing bid samples. Telegraphed bids may be considered at the discretion of the school district. Telephoned quotations or amendments will not be accepted at any time.
19. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the school district, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the school district in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.
20. If the supplies, materials, or equipment are to be delivered over an extended period of time, or if the specifications so state, then the successful bidder may be required to execute an agreement in relation to the performance of his contract, such agreement to be executed by the bidder within fifteen (15) days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the school district. The performance bond shall be executed by the successful bidder at the time of the execution of the contract by the successful bidder and the Board.

SAMPLES

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

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

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

AWARD

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

CONTRACT

30. Each bid will be received with the understanding that the acceptance thereof in writing by the Board, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the school district. Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. Contract shall bind the school district on its part to order from such successful bidder and to pay for at the contract prices, all items ordered and delivered, within ten (10) percent over or under the award quantity, unless otherwise specified.
31. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.
32. If the successful bidder fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by the school district, or fails to make replacement of rejected articles, when so requested immediately or as directed by the school district, the school district may purchase from other sources to take the place of the item rejected or not delivered. The school district reserves the right to authorize immediate

purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the school district promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

33. A contract may be cancelled at the successful bidder's expense upon nonperformance of contract.
34. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.
35. When materials, equipment, or supplies are rejected, they must be removed by the successful bidder from the premises of the school district within ten (10) days of notification. Rejected items left longer than ten (10) days will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property.
36. No items are to be shipped or delivered until receipt of an official purchase order from the school district.
37. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of the school district.

INSTALLATION OF EQUIPMENT

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

GUARANTEES BY THE SUCCESSFUL BIDDER

43. The successful bidder guarantees:

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

DELIVERY OF SUPPLIES, EQUIPMENT AND MATERIALS

- 44. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the school district as to reasonable compliance with delivery terms shall be final.
- 45. The school district will not accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.
- 46. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.
- 47. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition.
- 48. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the school district. The successful bidder will be required to furnish proof of delivery in every instance.

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

Contract Number and/or Purchase Order Number

Name of Article

Item Number (if applicable)

Quantity

Name of the Successful Bidder

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

PERFORMANCE OF SERVICES RENDERED

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

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

PAYMENTS

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

SAVING CLAUSE

65. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

IRAN DIVESTMENT ACT

66. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

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

CCSD BID # B2018-8 : MASONRY, SITE WORK & ASPHALT 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 # B2018-8 : MASONRY, SITE WORK & ASPHALT 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