

**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 # B2018-6

Heating, Ventilating & Air Conditioning Services – Preventive maintenance and Time and material for repairs Contract Period: July 1st, 2018 – June 30th, 2019

SITE VISIT:

A mandatory site visit is required in order to participate in this bid. Visit must be accompanied by an Operations and Maintenance representative in order for the bid to be valid. Please see enclosed site visitation sheet. Visitation sheet must be signed by both the vendor and the School District Operations & Maintenance representative then submitted as part of the sealed bid package. Visit must be scheduled between the hours of 7:00am & 2:00pm Monday through Friday. Please call the School District Operations and Maintenance Department at (914) 238 – 7210, Ext. 1201 to schedule an appointment. The only exception is if a vendor is able to submit a previously signed visit form. If the bid submission does not include the signed proof of visitation form, the contractor will be disqualified from the bid process.

RESPONSIBILITY:

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

CONTRACTOR'S INSURANCE:

COPIES OF THE CONTRACTOR'S CERTIFICATES OF INSURANCE SHALL BE SUBMITTED TO THE SCHOOL DISTRICT WITH THEIR BID SUBMISSION. CONTRACTOR ACKNOWLEDGES THAT FAILURE TO OBTAIN SUCH INSURANCE ON BEHALF OF CHAPPAQUA CENTRAL SCHOOL DISTRICT CONSTITUTES A MATERIAL BREACH OF CONTRACT AND SUBJECTS IT TO LIABILITY FOR DAMAGE INDEMNIFICATION AND ALL OTHER LEGAL REMEDIES AVAILABLE TO THE DISTRICT.

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

General Conditions – Appendix A

INSURANCE:

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

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 these documents. 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.

General Conditions – Appendix A

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

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

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

2. Auto Liability to cover all vehicles; or owned, hired, leased and non owned vehicles.	
\$1,000,000	Combined Single Limit or
500,000	Bodily Injury (per person)
1,000,000	Bodily Injury (per accident)
500,000	Property Damage
5,000	Medical Payments

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

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

4. Worker's Compensation

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

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

General Conditions – Appendix A

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

HOLD HARMLESS: The awarded contractor will be required to sign a "Hold Harmless" Agreement with the School District as included on page 9 with this document. Compliance with the foregoing requirement for insurance shall not relieve the Contractor from liability set forth under the Indemnity Agreement.

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

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

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

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

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

SAFETY/OSHA REQUIREMENTS

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

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

PREVAILING WAGE RATES:

1. There shall be paid each employee engaged in work of the project under this contract, for the trade of occupation listed, not less than the wage rate set forth by New York State.
2. In accordance with the State statutes, any person or corporation that willfully pays, after entering into this contract, less than the established wage schedule, shall be guilty of a misdemeanor and upon conviction shall be punished for such first offense by a fine of five hundred (\$500.00) dollars, or by imprisonment. A second offense carries heavier penalties.
3. Article 8, Section 220 of the Labor Law, as amended, provides among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages paid to all laborers, workmen and mechanics employed on public works projects. The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.
4. The Contractor shall provide statutory benefit for disability benefits, unemployment insurance and social security.
5. **The contractor shall provide the District with certified payrolls with all invoices.**

EMPLOYEES:

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the job any unfit person or anyone not skilled in the work covered by this contract. Employees are to cooperate with all interested parties in such a manner as not to interfere with or delay in any way the operation of the facility.

The consuming of alcoholic beverages within the school building and/or anywhere else on the school property is prohibited.

PERMITS, LAWS AND REGULATIONS:

The Contractor shall comply with all laws, ordinances and rules and regulations which may govern the work as specified in this contract.

The Contractor shall secure and pay for any permits and licenses necessary for the execution of the work.

This agreement is limited. Applicable provisions of the New York State Obligations Law or other applicable statutes limit this agreement.

REFERENCES:

The contractor shall provide five references with the name of the organization, contact person, and phone number. This information must be provided in on the contractor reference sheet which is located on page 17 of this specification. If the bid submission does not have five references attached, the contractor will be disqualified from the bid process.

SPECIAL CONDITIONS

INTENT: The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work. All work will be performed on an “as needed” basis as determined by the district’s Director of Facilities or the Purchasing Agent.

TERM OF CONTRACT: **July 1, 2018 through June 30, 2018** 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 2018-2019 annual Consumer Price Indices (CPI) Average (CPI NY, Northern NJ Area).

SECURITY: Sections 20 and 21 of the General Conditions are waived. No security is required.

CONTRACTOR'S RESPONSIBILITY: Bidders, before submitting their bid, shall make a careful examination of the existing and specified area; take such measurements as they deem necessary; make their own estimates of the amount and character of the work to be done and of the difficulties and facilities attending its proper execution; include in their bid such sums as they deem proper and sufficient to cover the cost of every item of labor and materials necessarily involved or that can be reasonably inferred as required, necessary, essential or indispensable for the proper prosecution and completion of the contract, notwithstanding that every item is not specifically mentioned herein, and to cover the cost of the contingency not otherwise herein provided for. No claims for compensation for extra work due to ignorance on the part of

the contractor of any existing condition will be considered or allowed.

QUALIFICATIONS: Bidders must include with their proposal, a minimum of five (5) references where the bidder provides similar services to the services described herein. References must include contact names and telephone numbers. Bidders must also demonstrate that the firm or at least one principal in the firm has been providing the necessary services for a minimum of ten (10) years. **Failure to include this information with your bid may result in the bid's rejection.**

Bidder must be a Honeywell Building Control Associate. The bidder must provide proof from Honeywell that they are an active Honeywell Partner. In addition, bidder must be an Authorized Building Controls Specialist (ABCS) or factory trained on the Johnson Controls line. The bidder must provide proof from Johnson Controls that they are a certified Johnson Controls Partner. **Failure to include this information with your bid may result in the bid's rejection.**

At least one employee in the company must be a trained and certified technician to support a webs-ax product.

PREVAILING WAGES: 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.

PREVAILING WAGE-CONTINUED: Please specifically look under the PRC number for Westchester County.

- HVAC Services: PRC # 2018005116

Bidder must show proof of certified payroll by submitting an old certified payroll to this bid. A sample of a weekly payroll from the New York State Dept. of Labor has been enclosed for. In addition, vendor must notarize and sign the enclosed Prevailing Rate Certification form. **Failure to include this information with your bid may result in the bid's rejection.**

CERTIFIED PAYROLL

The District requires that certified payrolls be submitted with all invoices. A copy of an old certified payroll form must be included as part of the bid submission. **Please see the enclosed sample an NYS Dept. of Labor Timesheet.**

AWARD: The School District endeavor to make an award within Forty-Five (45) days of the date of the bid opening and all bids shall remain firm during that time frame. The school District further reserves the right to make award following this period to any bidder who has not provided written notice to the school District that its bid has been withdrawn.

Award 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 labor, materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required, and the terms of delivery.

The school District reserves the right to reject all bids, to reject any bid in whole or in part to waive technical defects, qualifications, irregularities and omissions if in its judgment the best interests of the School District will be served: and reject bids and to purchase on state or county contract as permitted by law if such items can be obtained on the same terms, conditions, specifications and at lower prices.

If two or more bidders submit identical bids as the price, the decision of the Board to award a contract to one such bidder will be final.

ADDITIONAL TERMS AND CONDITIONS: Please be sure to read the other terms and conditions of this bid shown on the preceding pages. **BE SURE TO SIGN THE ATTACHED "NON-COLLUSIVE / BID PROPOSAL CERTIFICATIONS".**

Note: In order to remain on our bid list, and automatically receive the next bid of this type, you must respond to this bid with either a bid or a written request to stay on our bid list.

The district reserves the right to terminate the agreement at any time for any reason with a 30 day written notice to contractor.

QUALIFICATIONS:

1. Bids will be accepted from reliable Prime Contractors who have the personnel, equipment and facilities (including service and parts departments) to provide all of the services described herein, and who have been engaged in similar service to provide public, private and/or parochial educational facilities and commercial properties in Westchester County or surrounding counties for a minimum of ten (10) years.
2. The successful vendor must be a Full-Service HVAC Contractor who can demonstrate a strong background in the installation, service and maintenance of commercial HVAC systems.
3. Sheet metal output shall be in accordance with the latest Sheet Metal and Air Conditioning Contractors National Association (SMACNA) standards.

SCOPE OF WORK:

1. **Preventive Maintenance Program:** The contractor shall provide a comprehensive preventive maintenance program covering all HVAC and refrigeration equipment.
2. **Inspection and Report on Temperature Control System:** The contractor is required to inspect the automatic temperature control systems and submit a written report of findings to the Director of Facilities, Pole Barn, 438 Bedford Road, Chappaqua, NY 10514. This report will identify any system component that requires repair and/or replacement and a cost to make such repair. The report will be reviewed by the Facilities and Operations Department, with the successful bidder to determine what is required to make all necessary repairs.

CHAPPAQUA CENTRAL SCHOOL DISTRICT

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 therefrom 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: _____

SPECIFICATIONS

REPAIR AND MAINTENANCE OF H.V.A.C. SYSTEMS, PNEUMATIC TEMPERATURE CONTROLS AND REFRIGERATION EQUIPMENT

OVERVIEW

The successful contractor must provide skilled technicians with expertise in service and repair of all aspects involving HVAC, Refrigeration, Pneumatic & Direct Digital Electronic Temperature Control Systems and to perform preventive maintenance, scheduled maintenance and repair, and emergency repair service as required.

1. Scheduled maintenance and service is normally completed during the first complete week of the month.
2. All service technicians are required to report to the main office of each building prior to the start of any work. The contractor must advise the Head Custodian of the facility prior to the arrival of the service technician in order for a Chappaqua Central School District representative to be present during the work.
3. Any and all reports required to be completed by the contractor as a requirement of the specification must be submitted to the Director of Facilities, Pole Barn, 438 Bedford Road, Chappaqua, NY 10514.
4. The service technician is responsible for removing any debris from the work site at the completion of the job and to broom clean the area where the work has occurred.

BID REQUIREMENTS

THIS CONTRACT HAS TWO PARTS. IT WILL BE AWARDED IN ITS ENTIRETY TO THE LOWEST RESPONSIBLE BIDDER BASED ON 100 % WEIGHT ALLOTTED TO PART I.

PART I - LUMP SUM BID PROPOSAL

The bidder will provide on the Bid Proposal Form a **Lump Sum Bid Price** to complete the requirements listed in the inclusive of the items listed below:

- A **Preventive Maintenance Program** covering all aspects of the Pneumatic and Direct Digital Control Systems in all eight-school buildings.
- A program of **Scheduled Maintenance** covering all aspects of Refrigeration Equipment, H.V.A.C. Systems, and Temperature Control Systems (Pneumatic and Digital Electronic Direct Digital Controls) in all six-school buildings and the Education Center.

PART II - HOURLY RATE PROPOSAL

The bidder will also provide on the Bid Proposal Form - **Hourly Rates for Straight-Time and Premium-Time** for Technicians and/or Technician Apprentices to complete both emergency and non-emergency repair and installation service as needed for all aspects of HVAC, Temperature Control and Refrigeration Systems. Emergency service may be required on a 24 hour basis / 7 days per week as necessary. Technician response time for emergency service calls is 4 hours from the time the call is placed.

CONTRACTOR QUALIFICATIONS

1. It is mandatory that the contractor be qualified and must have a minimum of 10 years experience servicing and maintaining Pneumatic Control Systems, Direct Digital Electronic Temperature Control Systems and HVAC/Refrigeration equipment similar to that in the Chappaqua Central School District. Vendor must provide proof of this in their bid submission.
2. Knowledge of DDC (Direct Digital Temperature Control Systems) – the contractor must provide written documentation showing extensive knowledge in troubleshooting, servicing and repair of Honeywell, Johnson Controls and Andover Direct Digital Temperature Control Systems. Written documentation must include a list of facilities where this type of service work is currently being performed including the names and phone numbers of references who can attest to the knowledge of your company in this area.
3. Under this contract, sub-contracting shall be permitted with the approval of Chappaqua CSD.
4. The contractor shall be currently involved in the installation, maintenance and servicing of the various systems and equipment specified herein.
5. The contractor must demonstrate that it is a responsible organization possessing adequate financial resources to accomplish the various services described herein and that it has a satisfactory record of performance and integrity.
6. Contractor's servicemen shall have a minimum of five (5) years training and experience in Pneumatic Control systems, Electronic Digital Temperature Control Systems, HVAC and Refrigeration Maintenance. Provide a list of at least three (3) mechanics having these qualifications that are regularly employed by the bidder, that will be assigned to the district.
7. Contractor shall provide owner with a list of five (5) similar Pneumatic Control System, Digital Electronic Temperature Control System, HVAC and Refrigeration Service contracts currently being serviced by him in the local area with this bid.
8. Contractor's serviceman shall be equipped with the installed control manufacturer's approved tools for testing and calibrating. In addition, the contractor's servicemen shall operate out of an adequately stocked service van.

9. Contractor shall provide the assigned servicemen with a copy of the manufacturer's service manuals to be used by him to effectively service the system.
10. When repairing or replacing any item, the contractor shall use the most up-to-date materials being manufactured by the installed air conditioning and temperature control manufacturer. **NO OBSOLETE MATERIALS SHALL BE ALLOWED.**
11. The prevailing wage rates as defined in Section #220 of the New York State Labor Law must be complied with.

AUTHORIZATIONS

If a repair 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 any work. Approval will be given only by the Director of Facilities or the Assistant Superintendent for Business. Claim of contractor will reflect the name or names of person(s) authorizing such work.

FINAL DECISIONS

The authorized district representative shall have the right to interpret the true meaning and intention of specifications, verbal or written; but should any controversies or disputes arise over such interpretations, his decision shall be binding and final. **The Board reserves the right to bid special work projects separate and apart from this bid as determined by the authorized district representative.**

SUBMITTAL OF INVOICES

- A. Contractor shall render invoices to the School District by the 15th day of each month for all work completed during the previous calendar month. Invoices shall be made in duplicate on the standard form of the Contractor. Each invoice shall indicate the building and room number at which the work was performed, the date on which performed, a brief description of the work, number of workers and number of hours worked, and a list of materials used and/or incorporated into the work and a district issued purchase order number approving the work.
- B. The hours of each workman shall be totaled along with a statement showing the basic hourly rate, agreed upon in the contract, and the total amount. Materials used and/or incorporated into the work shall be totaled, and the percentage multiplier agreed upon in the contract shown and the total charge for materials indicated.
- C. Contractor may have to submit true copies of invoices, bills of lading or other such evidence of cost to substantiate the basic sort of the various items listed in the invoice for the project upon request.

- D. Overtime should have been approved by an authorized representative of the District prior to such work. Claim of contractor will reflect the name of person authorizing the overtime work.
- E. Materials are to be billed at the prices specified in the current edition of the price list published by "Trade Service Publications" less a discount of ____%. Excerpt copies from this price list may be requested at any time by the District and must be provided before payment authorization will be made.
- F. Certified payroll must be submitted with all invoices.

PART I - LUMP SUM BID PROPOSAL

PREVENTIVE MAINTENANCE: PNEUMATIC & DDC CONTROL SYSTEMS

1. The contractor shall provide a preventive maintenance program covering all Pneumatic and Digital Electronic Temperature Control Systems for the following buildings:
 - Horace Greeley High School
 - Seven Bridges Middle School
 - Robert E. Bell Middle School
 - Westorchard Elementary School
 - Roaring Brook Elementary School
 - Douglas Grafflin Elementary School
 - Pole Barn
 - Education Center
2. The preventive maintenance program will include:

Changing oil in all pneumatic control air compressors two (2) times annually. Replace all filters, belts and oil two (2) times per year. Belts/filters and oil change August/September, second oil change January/February. The cost for the above mentioned maintenance materials are to be included in the base service contract price.
3. Pneumatic Control Components and Direct Digital Controls shall be classified as all equipment originally supplied by the temperature control installer/manufacturer. Control components shall include, but not be limited to air compressors, dryers, filters, pressure reducing stations, fan system controls, space controls, automatic control valves, automatic damper actuators, and high temperature and low temperature protective devices.
4. The replacement of any components must be approved by the Buildings & Grounds Department.
5. Preventive maintenance and repairs shall be done on a priority basis. A priority list will be set by the Buildings & Grounds Department.

6. Each time a service technician performs any work in the District, he shall report his arrival and departure and what service he is performing to the Buildings & Grounds Department. When at the building, the service technician must check in with the Head custodian. All servicemen must wear proper ID tags.
7. Failure to follow any of these requirements will result in termination of the agreement.
8. The contractor shall submit to the Buildings & Grounds Department a signed, full field report of the service call which shall include:
 - a. Date and time;
 - b. Name of person performing work;
 - c. On-job service time;
 - d. Description of work, including all parts replaced or repaired.
 - e. Signature from district employee verifying information
9. The School District may, at its option, terminate the contract by giving the contractor thirty (30) days written notice.

B. SCHEDULED MAINTENANCE – REFRIGERATION & HVAC EQUIPMENT

1. The contractor shall provide a scheduled maintenance program covering **all** HVAC and refrigeration equipment and associated temperature controls for the following schools:

Greeley High School
Seven Bridges Middle School
Bell Middle School
Westorchard Elementary School
Grafflin Elementary School
Roaring Brook Elementary School
Pole Barn
Administration Building
2. The contractor shall regularly inspect the heating and air conditioning equipment with trained maintenance men four (4) times annually. (July, October, January and May)
3. The contractor shall prepare the equipment, in the spring (May) for summer operation, and in the fall (October) for heating or ventilation operation, or shut down, as required.
4. General Requirements
 - a. Before cooling season start up, the air-cooled condenser coils and the evaporator coils shall be cleaned using a high pressure spray to insure an absolutely clean surface for every row of tubes. The coil sections for the self-contained units shall be mechanically cleaned.

- b. The replaceable filters shall be changed and washable filters cleaned.
 - c. Any and all worn belts shall be replaced using manufacturer's recommendations for size and tension.
 - d. Start-up shall follow manufacturer's recommendations.
 - e. Certain self-contained units are used for both heating and cooling. Before the cooling cycle is energized, the mechanic shall determine if the heating shut-off valve and controls are fully operative.
 - f. The suction and discharge pressures shall be recorded and compared with the manufacturers extrapolated values for the outside air and load conditions. Refrigerant shall be added if necessary and the piping leak tested.
5. The scheduled maintenance program will include but not be limited to the following:
- a. Evaporator:
Check and clean the evaporator coil, drip pan, drain, replace filters every P.M. or as needed. (Filter changes a minimum of 2 times per year)
 - b. Condenser:
Check general operation and condition. Check for scaling or corrosion of water- cooled condensers, clean as required. Check condition of air-cooled condensers, clean as required.
 - c. Compressor:
Check general operation and condition, oil level, check head pressure and suction pressure, take meg ohm readings annually.
 - d. Refrigerant Circuit:

Check system for oil and refrigerant leaks by visual inspection and leak detector, check oil supply and refrigerant charge per service instructions.
 - e. Fan and Fan Drives:

Check fan, motor bearings, belt condition and tension, check drives and pulleys for tightness and alignment, oil or grease every P.M.
 - f. Controls:

Check the operation of all pneumatic and digital controls, thermostats, starters, relays, pressure switches, disconnect switches and fuses.
 - g. Strainers:

Inspect buckets, drain traps as needed, inspect and clean strainers. Report/replace deteriorated strainers and trap components.

SHUT DOWN:

1. The shut down shall be made in accordance with the manufacturer's recommendations.
2. The contractor shall check the self-contained heating/cooling units for proper change over and report same.
3. The cooling water for condensers shall be drained and flushed, and the isolation valves checked for 100% shut-off and so reported. Winterize any piping, coils or systems that will be exposed to freezing temperatures with propylene glycol.

HEATING CYCLE START UP:

1. The self contained heating/cooling units shall be checked thoroughly for proper operation and control.
2. Changeover any systems that require seasonal changeover. Verify timing with buildings and grounds before commencing work.

PART II - HOURLY RATE PROPOSAL

The Contractor must provide on the Bid Proposal Form a breakdown of hourly rates identifying both straight and premium time for technicians when responding to both emergency and non-emergency service and installation work in all aspects of HVAC, Temperature Control and Refrigeration Systems as required by the school district. These hourly rates are in addition to the Lump Sum Bid for preventive maintenance and temperature control system inspection, as specified in previous sections of this bid.

The contractor shall respond to minor non-scheduled repairs within 24 hours of receiving the request or the next recognized business day.

The contractor shall respond to emergency calls during normal business hours (Monday – Friday, 8:00 – 4:30) within four hours of receiving the call from an authorized facility staff member. Emergencies that occur between 4:30 p.m. through 8:00 a.m. weekends and holidays will be billed at the appropriate premium time rate.

Contractor Reference Sheet

Repair and Maintenance of

Pneumatic & DDC Controls, HVAC, and Refrigeration Equipment

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

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

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

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

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

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

BID PROPOSAL FORM

Service, Repair and Maintenance of Temperature Controls /HVAC & Refrigeration

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

I, (we) submit the following proposal to furnish all labor, material, equipment and transportation necessary and or required for the performance and completion in a workmanlike manner of all work in accordance with the specifications herein for a period of one (1) year.

PART I - LUMP SUM BID PROPOSAL

- A. Preventive maintenance program covering all pneumatic and DDC Controls
- B. Scheduled maintenance program covering all refrigeration & HVAC equipment, & temp controls

Lump Sum Bid Proposal \$ _____
Dollar Amount

PART II

HOURLY RATES

- 1. Straight Time (8:00am to 4:30pm) \$ _____ . _____ per hour
- 2. Premium Time (After 8 hours or Saturdays) \$ _____ . _____ per hour
- 3. Premium Time (Sundays / Holidays) \$ _____ . _____ per hour

Based on past years experience, and current conditions, the district estimates the range of service hours at 500 hours to 700 hours

INSERT DISCOUNT AMOUNT ON MATERIALS BELOW

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

Firm Name: _____

Date of Bid: _____

Signature of Bidder: _____

Printed Name of Bidder: _____

Title of Bidder _____

BID SUBMISSION REQUIREMENTS

Sealed bids must include the following documents:

- 1) Completed Bid Proposal Form (Located on Page 18 of Main Specification)
- 2) Proof of Visitation signed by both vendor and school district representative
- 3) Certificates of Insurance including General Liability, Endorsement indicating Additional Insured and Worker's Compensation as stated on pages 1, 2, 3, and 4 of this specification.
- 4) Completed and signed Insurance Certification form as stated on page 2 of this specification.
- 5) Completed pages 7 and 68 of the Prevailing Wage Schedule provided by New York State, The schedule is available on the Dept. of Labor web site at www.labor.ny.gov.
Please specifically look under PRC # 2018005116.
- 6) Copy of an old certified payroll form to serve as proof of certified payroll as stated on page 7 of this specification.
- 7) Completed contractor reference sheet (located on page 17 of this specification).
- 8) Proof of years in Business for a minimum of ten years as mentioned on pages 8 and 11 of this specification.
- 9) Completed Hold Harmless Agreement (Located on Page 9 of this specification).
- 10) Proof that each service technician has completed the OSHA 10 hour training course as stated on page 4 of this specification.
- 11) Proof from Honeywell that vendor is an active Honeywell Partner as stated on page 6 of this specification.
- 12) Proof that vendor is an Authorized Building Controls Specialist (ABCS) or factory trained on the Johnson Controls line as stated on page 6 of this specification.
- 13) Proof from Johnson Controls that vendor is an active Johnson Controls Partner as stated on page 6 of this specification.
- 14) Completed, notarized & signed Prevailing Rate Certification form.
- 15) Completed and signed bid proposal certification sheet.
- 16) Completed, notarized & signed bid form and specifications sheet located on the last page of the general bid packet.

Sealed bids will be received until **May 21st, 2018 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, call the Purchasing Office at 914 238-7200, Ext. 1013.

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 and the right to exclude any portion of the bid when awarding the contract. 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 #B2018-6: HVAC SERVICES-PREVENTIVE
MAINTENANCE**

SEALED BID CHECKLIST

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

- 1) COMPLETED BID PROPOSAL FORM (LOCATED ON PAGE 18 OF MAIN SPECIFICATION)
- 2) PROOF OF VISITATION FORM SIGNED BY BOTH VENDOR AND SCHOOL DISTRICT REPRESENTATIVE.
- 3) CERTIFICATES OF INSURANCE INCLUDING GENERAL LIABILITY, ENDORSEMENT INDICATING ADDITIONAL INSURED AND WORKERS COMPENSATION AS STATED ON PAGES 1, 2, 3 AND 4 OF MAIN SPECIFICATION.
- 4) COMPLETED INSURANCE CERTIFICATION FORM AS STATED ON PAGE 2 OF MAIN SPECIFICATION.
- 5) COMPLETED PAGES 7 AND 68 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.govs . PLEASE SPECIFICALLY LOOK UNDER PRC # 2018005116 FOR WESTCHESTER COUNTY.
- 6) COPY OF AN OLD CERTIFIED PAYROLL FORM TO SERVE AS PROOF OF CERTIFIED PAYROLL AS STATED ON PAGE 7 OF THE MAIN SPECIFICATION.
- 7) COMPLETED CONTRACTOR REFERENCE SHEET (LOCATED ON PAGE 17 OF MAIN SPECIFICATION).
- 8) PROOF OF YEARS IN BUSINESS FOR A MINIMUM OF TEN YEARS AS MENTIONED ON PAGES 7 AND 11 OF THE MAIN SPECIFICATION.

- 9) COMPLETED HOLD HARMLESS AGREEMENT (LOCATED ON PAGE 9 OF THE MAIN SPECIFICATION).
- 10) PROOF THAT EACH SERVICE TECHNICIAN HAS COMPLETED THE OSHA 10 HOUR TRAINING COURSE AS STATED ON PAGE 4 OF MAIN SPECIFICATION.
- 11) PROOF FROM HONEYWELL THAT VENDOR IS AN ACTIVE HONEYWELL PARTNER AS STATED ON PAGE 6 OF THE MAIN SPECIFICATION.
- 12) PROOF THAT VENDOR IS AN AUTHORIZED BUILDING CONTROLS SPECIALIST (ABCS) OR FACTORY TRAINED ON THE JOHNSON CONTROLS LINE AS STATED ON PAGE 6 OF THE MAIN SPECIFICATION.
- 13) PROOF FROM JOHNSON CONTROLS THAT VENDOR IS AN ACTIVE JOHNSON CONTROLS PARTNER AS STATED ON PAGE 6 OF THE MAIN SPECIFICATION.
- 14) COMPLETED, NOTARIZED & SIGNED PREVAILING RATE CERTIFICATION FORM.
- 15) COMPLETED AND SIGNED BID PROPOSAL CERTIFICATION SHEET.
- 16) COMPLETED, NOTARIZED & SIGNED BID FORM AND SPECIFICATIONS SHEET LOCATED ON THE LAST PAGE OF THE GENERAL BID PACKET.
THIS PAGE MUST BE NOTARIZED OR BID WILL NOT BE ACCEPTED.

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

CHAPPAQUA CENTRAL SCHOOL DISTRICT
PROOF OF VISITATION
CCSD BID #B2018-6
HVAC SERVICES-PREVENTIVE
MAINTENANCE

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

Signature of Vendor Representative

Printed name of Vendor Representative

Signature of Chappaqua Central School District Representative

Printed name of Chappaqua Central School District Representative

Insurance Certification

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

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

Insurance Representative's Acknowledgment:

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

Insurance Representative: _____

Address: _____

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

Date: _____

Insurance Representative

Bidder's Acknowledgment:

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

Firm Name: _____

Address: _____

Date: _____

Bidder's Signature

Department of Labor
Bureau of Public Work

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

[illegible]

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

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

do hereby state:

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

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

_____ from the full
(Contractor or Subcontractor)

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE

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

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

CCSD BID # B2018-6, HVAC SERVICES-PREVENTIVE MAINTENANCE

PREVAILING RATE CERTIFICATION

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

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

Subscribed and sworn to before me

This_____ day of_____

Signature of Bidder

Notary Public

Type or Print name signed above

**CHAPPAQUA CENTRAL SCHOOL DISTRICT
CCSD BID # B2018-6
HVAC SERVICES-PREVENTATIVE MAINTENANCE
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 05/21/2018 at 2:00 pm (CCSD Bid # B2018-6).
2. The person, firm or corporation making such proposal shall submit it in a sealed envelope at the place and on or before the hour and day stated above, and the envelope shall be endorsed on the face thereof with the name of the person, firm or corporation making such proposal, the date of its presentation and title of the services, materials, equipment or supplies for which such proposal is made.
3. The bidder shall insert the price per stated unit and the extension against each item in the schedule hereto annexed, which he proposes to furnish and deliver. In the event of a discrepancy between the unit price and total price, the unit price will govern. The price inserted must be net and must include delivery charges. Computation must be made of the total amount of the bid for all items bid upon and the total shall be stated in the space provided at the end of the schedule.
4. No charge will be allowed for cases, boxes, carboys, bottles, etc., nor for freight expenses, expressage or cartage. No empty packages, cases, boxes, carboys, bottles, etc., will be returned to the bidder or contractor and none will be paid for by the Board of Education. Such empty cases, boxes etc., may be removed by the bidder or contractor at his own expense.
5. No charge will be allowed for federal, state or municipal sales and excise taxes, in that the Board of Education is exempt there from. The price bid shall be net and shall not include the amount of any such tax; exemption certificates, if required, will be furnished on forms provided by the bidder.
6. When a catalog reference follows the description of an item, such catalog reference is intended as a means of more fully describing the item in the shortest possible space and is to be regarded as part of the description of the item. All catalogs to which reference is made shall be available at the business office. The use of such catalogs is not intended to limit competition.
7. Items delivered by successful bidder must be equal in all respects to those referred to by catalog numbers. Bidder must submit samples upon request if bidding on items other than those referred to.
8. Each bidder must state that no member of the Board of Education, Chappaqua Central School District, Chappaqua, New York, nor any officer or employee thereof, is directly or indirectly interested in the proposal.
9. The Board of Education reserves the right to accept this bid by items or as a whole, or, in its discretion to waive technical formalities, or reject all bids and re-advertise in the manner provided by Section 103, or the general municipal law.
10. The bid deposit of the successful bidder will be returned upon the satisfactory completion of the contract.

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

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

Chappaqua Central School District
Chappaqua, NY 10514

GENERAL CONDITIONS

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

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

DEFINITIONS

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

BIDS

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

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

SAMPLES

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

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

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

AWARD

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

CONTRACT

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

successful bidder agrees to reimburse the school district promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

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

INSTALLATION OF EQUIPMENT

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

GUARANTEES BY THE SUCCESSFUL BIDDER

43. The successful bidder guarantees:

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

DELIVERY OF SUPPLIES, EQUIPMENT AND MATERIALS

- 44. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the school district as to reasonable compliance with delivery terms shall be final.
- 45. The school district will no accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.
- 46. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.
- 47. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition.
- 48. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the school district. The successful bidder will be required to furnish proof of delivery in every instance.

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

Contract Number and/or Purchase Order Number

Name of Article

Item Number (if applicable)

Quantity

Name of the Successful Bidder

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

PERFORMANCE OF SERVICES RENDERED

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

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

PAYMENTS

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

SAVING CLAUSE

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

IRAN DIVESTMENT ACT

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

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

CCSD BID # B2018-6 : HVAC SERVICES-PREVENTATIVE MAINTENANCE
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 # B2018-6 : HVAC SERVICES-PREVENTATIVE MAINTENANCE
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