

NOTICE TO BIDDERS

The Board of Education of Williamsville Central School district hereby invites the submission of sealed bids:

INTEGRATED PEST MANAGEMENT - BID #2024-27

Due JUNE 12, 2024 at 10:30 AM at which time all bids will be publicly opened.

Specifications and bidding documents may be obtained from the Williamsville Central School District website.

GO TO: <https://www.williamsvillek12.org/departments/business/purchasing>

Print: All documents and return them signed, dated and filled out completely.

Return sealed bids by due date to:

Williamsville Central Schools – Purchasing Department
District Office, 105 Casey Rd., PO BOX 5000
East Amherst, New York 14051

CONTRACT TERM: JULY 1, 2024 through June 30, 2025

The Board of Education reserves the right to reject any or all bids.

Send all questions concerning this bid to rbowser@williamsvillek12.org

SECTION I. INTRODUCTION

I.1 SCOPE

Regular Integrated Pest Management (IPM) is a decision making program, for long term pest suppression or elimination. The process is based on detailed surveillance (and periodic re-inspection) and the interpretation of data to estimate the nature of the pest population in a given area. This monitoring allows accurate decisions to be made on when and where interventions are needed, the type of interventions selected, and the method of application and implementation. Interventions in an IPM program must extend beyond the application of pesticides to predominantly include structural and procedural modifications that establish physical barriers to pests, and reduce the food, water, and harborage available to them. The contractor shall furnish all labor, materials, and equipment to implement the necessary intervention aspects of the IPM program. The contractor shall detail site-specific recommendations for structural and procedural modifications to achieve pest suppression.

I.2 PESTS INCLUDED AND EXCLUDED

The IPM specified by this contract is intended to suppress populations of rats, mice, cockroaches, ants (excluding carpenter ants), silverfish, and any other arthropod or vertebrate pest not specifically excluded from the contract. Populations of these pests that are located outside the buildings listed herein, but within the property boundaries of the buildings, are included. The following pests are excluded from this contract: birds; bats and all other vertebrates other than commensal rodents; termites, carpenter ants and other wood-destroying organisms; mosquitoes; and pests located outside buildings that primarily feed on outdoor vegetation. However, the contractor may be called upon to manage or remove these pests under the extra compensation provisions of the contract.

I.3 DEFINITIONS

1. **"Pest Management"** - The system used to reduce or eliminate pests from the office or building environment and enhance safety and quality of life for building occupants.
2. **"Integrated Pest Management (IPM)"** - A method of accomplishing pest management through a planned program for long term pest suppression with an emphasis on structural, behavioral and physical modifications to reduce sources of food, water and harborage for pests and it is anticipated that the use of chemical applications will play a supplementary role if at all necessary.
3. **"Full Service"** shall mean the Contractor's bid price includes, but is not necessarily limited to: all labor, all material and supplies, all emergency work and special requests; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.

I.4 QUALIFICATIONS OF CONTRACTORS

A. GENERAL

The contractor certified that it met the following requirements:

1. The contractor has been in the professional IPM business and handling industrial, commercial, and institutional accounts for at least three years immediately prior to the submission of this bid proposal and must list the five- (5) largest clients for IPM for the last two- (2) years.
2. The contractor maintains a current Pesticide Business Registration License from the New York State Department of Environmental Conservation. The contractor must provide an updated copy of this registration as the prior one expires.
3. The contractor and pertinent personnel are certified to perform the work specified herein in accordance with the administration by the New York State Department of Environmental Conservation (NYSDEC) of the Core Certification Program of the United States Environmental Protection Agency, as outlined in the most recent revision of Circular 865: Part 325 - *Rules and Regulations Relating to the Application of Pesticides (NYSDEC)*, in the following categories:
 - 7a - Structural and Rodent Control;
 - 7f - Food Processing - where service is to be provided to any food handling, processing, holding or preparation area;
 - Other categories which applied to any work in the facilities indicated herein.

I.5 QUALIFICATIONS OF CONTRACTORS

A. GENERAL

4. The contractor has an entomologist or equal professional scientist available on an as needed basis.
5. This entomologist, or equal professional will provide supportive consultation and training under this contract when required.

B. PERSONNEL

1. Qualifications and Experience -- Pest management technicians assigned to these facilities by the contractor possess the following minimum qualifications and experience:

- Good knowledge of problem pests behavior and ecology, and methods of reducing or eliminating food, water and harborage of same, and in the event that pesticide application is necessary, the proper and safe use of least toxic pesticides.
- Possess New York State certification in category 7a, Structural and Rodent, and other such certification as may apply to the projected work.
- At least one (1) year of recent full-time paid experience in professional pest management with experience in facilities similar to those outlined herein.

Any substitutions, additions, or replacement of personnel from those cited in the contractor's original proposal must be submitted to the building manager for approval prior to their starting work under this contract.

The contractor shall meet the following specific staff requirements:

- a. Entomologist/Ecologist/Mammologist or General Life Scientist: The contractor has a professional scientist who will have primary responsibility for the conduct of this contract and who will be available for routine and emergency consultation. It is not required, that the scientist be a full time employee.
 - b. On-Site Supervisor: The supervisor is identified and is the contractor's authority to act on matters pertaining to the performance of services required under the contract. This individual shall assure safety and carry out coordination and continuity of the program routine. The supervisor has a working knowledge of this contract and the detailed Integrated Pest Management Plan and schedule for each building. The supervisor also meets the qualifications identified below under "Pest Management Technicians".
 - c. Pest Management Technicians: The names of all pest management personnel assigned to this contract, and pertinent information regarding their qualifications, experience and training have been submitted. Throughout the life of this contract all personnel providing on-site pest management services must be certified in appropriate jurisdictions as commercial pesticide applicators in the category of industrial, institutional, structural, and health related pest management. No uncertified personnel will be permitted to work on site under this contract.
2. Conduct -- The contractor and pest management personnel shall maintain the highest standards of conduct and integrity while on facility premises.
 3. Appearance -- Pest management technicians shall wear a distinct uniform with the company's name displayed and present a clean, neat and professional appearance.
 4. Identification -- The contractor's personnel shall wear proper company identification at all times when servicing the facilities. Technicians shall have an identification photo available at all times (preferably in the form of an ID badge).
 5. Personnel's Equipment -- The contractor shall supply and insure that each service technician assigned to these facilities maintains the necessary and required equipment for the safe use and application of all materials as required by specific site conditions. This may include but is not limited to bump hats, work gloves, quality flashlights, boots, clipboards and miscellaneous tools.
 6. Replacements -- The contractor shall be responsible for the detailed orientation of replacement personnel who are not familiar with the facilities to be serviced. Such replacement personnel shall be familiar with both the facility and the ongoing interventions (what, where, when and how applied) prior to servicing the facility.

SECTION II. TECHNICAL SERVICE REQUIREMENTS

Specifics outlined here give contractors an overview of the IPM program requirements.

II.1 GENERAL REQUIREMENTS

- A. Contractor should note that all Williamsville Central School District General Terms, Conditions and Bidding Documents that are posted on the District website apply to this contract.
- B. No smoking allowed in buildings other than designated smoking areas.
- C. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- D. The contractor will furnish a sufficient staff of supervisory and labor personnel to perform all phases of this specification in an orderly, timely, and efficient manner.
- E. All personnel must be uniformly attired and clearly identifiable with the contracting company's name. All supervisory personnel must be identifiable as such.
- F. Each person will be listed on a roster by name to be submitted to respective facility managers prior to the beginning of each visit.
- G. INSPECTION - The quality of service shall be subject to inspection by the District at any time. Should it be found that quality of services being performed is not satisfactory, and that the requirements of the specifications are not being met, the District may terminate the contract, and employ another contractor to fulfill the requirements of the contract.
- H. It is the contractor's responsibility to maintain the equipment and materials provided for all aspects of the work, consistent with applicable New York State and Federal environmental, safety and health codes and guidelines and regulation.

II.2 GENERAL PROGRAM REQUIREMENTS

It is generally recognized by virtually all pest management scientists, experts and regulatory personnel that chemical usage, of and by itself, will not produce safe, long-lasting and effective management and elimination of insect and other pests. It is required that as a qualified and experienced pest management operator, the contractor is familiar with the Integrated Pest Management (IPM) concept now recognized as the most effective and up-to-date approach to modern professional pest management. This program incorporates the advantageous use of all appropriate management options including: education, habitat modification, (for example -- stoppage, sanitation, and alteration of maintenance activities), trapping and chemical applications -- so that pests and their habitat can be managed in such a way as to balance cost, benefits, public health, safety, and environmental quality through the cooperation of all concerned. Therefore, it is the duty and obligation of the contractor to institute an IPM program in each facility and to supply all services within the framework of this program. The contractor is to elicit the cooperation of the District building management and all others concerned in order to protect the health, safety and well-being of students, staff, and pest management technicians, to insure compliance with governing regulations and guidelines and to guarantee the maximum effectiveness for the money and effort invested. **It is the intent of this contract to maximize the use of pest management through other than pesticide application. Listed below are the requirements for an IPM program for each building specified during a project definition:**

A. Initial Comprehensive Inspection:

A thorough, initial inspection shall be conducted during the first month by the contractor's inspector and the District representative. The purpose of this initial inspection is for the contractor to evaluate the pest management needs of the premises and to discuss these needs with the District. The following specific points should be included in this evaluation:

- 1. Identification of problem areas in and around the building.
- 2. Identification of structural features or personnel practices that are contributing to pest infestations.
- 3. Evaluation of previous management efforts.
- 4. Facilitation of contractor access to all necessary areas. Access to building space shall be coordinated with the District.

II.2 GENERAL PROGRAM REQUIREMENTS (cont.)

- B. Submission of Plan

Following the initial comprehensive inspection, the contractor will develop a detailed Integrated Pest Management Plan and Service Schedule for each building. This written plan and schedule must be submitted to the District for approval prior to initiation. The plan and schedule should address any structural or operational changes which should facilitate the pest management effort. In addition, the plan must identify the proposed materials, including pesticides, if any (and alternatives, if any) by Environmental Protection Agency (EPA) accepted common name (generic name); the building and specific location(s); and rationale for each type of use. Proposed trapping devices for rodents, if any, should also be included by type and name of trap; the building and specific location(s); and rationale for each type of use. The plan should describe in detail the contractor's means for monitoring pest populations in and around the building (see Item C below). **The plan and schedule shall be submitted not more than ten (10) working days following the initial inspection of the premises. The District will render a decision regarding the acceptability of the plan and schedule within ten (10) working days following receipt. The contractor shall be on-site to implement the plan and schedule within five (5) working days following notice of approval of the plan. If the plan is disapproved, the contractor shall have five (5) working days to submit a revised plan and schedule.**

Any subsequent changes in the plan and schedule and/or additions to the approved materials list must receive the concurrence of the District.

C. Inspection and Monitoring

Following the initial comprehensive inspection, a critical aspect of the IPM Plan shall be the establishment of a monitoring program to regularly identify causative conditions, infested zones and allow an assessment of pest population levels. Both comprehensive inspection and monitoring shall be continued throughout the duration of this contract. The contractor shall describe in its proposal the approach to meeting this requirement. Throughout the duration of this contract, the premises covered will be inspected periodically by District staff to determine the effectiveness of the program and contractor compliance with the contract. Inspection results will be documented in writing. The contractor shall promptly initiate actions to correct all deficiencies found. It shall be the contractor's responsibility to furnish an adequate supply of tools and materials necessary to examine the interior of all rodent bait stations or other enclosures, if any are used. These materials may include Allen wrenches to loosen and re-tighten fasteners, keys to open locks, or replacement self-locking plastic ties. Inspection mirrors, flashlights, and implements to cut plastic ties or seals are not included under this provision.

D. Interventions

List categories or type of interventions relative to species of pest identified via a comprehensive inspection.

1. Structural Modifications

Unless otherwise stated in the project definition, structural modifications for pest prevention and suppression shall not be the responsibility of the contractor. The contractor shall make detailed recommendations of what structural modifications can reasonably be accomplished. The contractor may complete such recommendations if mutually agreed upon.

2. Chemical Intervention

It is believed that only in very rare circumstances will pesticides play a major role in accomplishing a successful pest management system. During these rare events the contractor shall not apply any chemical agent that has not been specifically approved by the District. Under no circumstances will any pesticide be used without the prior knowledge as to what, when, where and how it is to be utilized. As a general rule, application of pesticides in any area inside or outside the premises - i.e. in any room, closet, hallway, stairwell, court, driveway, planting bed, and similar locations - shall not occur unless inspections indicate the presence of pests in that specific area and that an effective alternative intervention would be practical or efficacious. An actual specimen of a pest, or active signs of it, must be seen before pesticides are to be considered. Preventive pesticide applications of inside and outside areas where inspections indicate a potential pest infestation are acceptable only on a case-by-case basis with prior approval from the District.

II.2 GENERAL PROGRAM REQUIREMENTS (cont.)

E. Record Keeping

The contractor shall be responsible for maintaining complete and accurate pest management records. Further each building that is serviced under this contract shall have its own service logbook, which will be kept in the designated office and maintained on each visit by the contractor.

The service log shall contain the following items:

1. A copy of the Integrated Pest Management Plan and Service Schedule for the building.
2. A copy of the current information sheets regarding all materials and devices, and label and EPA registration number for each pesticide accepted for potential use in the building, including the Material Safety Data Sheet. Pesticide labels which normally include in-depth safety and use documentation are required.
3. Pest surveillance data sheets that record, in a systematic fashion, the indicators of pest population levels and causative conditions revealed by the contractor's monitoring program for the building.
4. The location of all materials and devices used for monitoring or for interventions in or around the premises. This information can be in either tabular or list in form. A map format/floor plan is a necessary supportive record.
5. The work order or other requests to service log form. These forms will be supplied to the contractor and will be used to advise the contractor of routine service requests and to document the performance of all work. Upon completion of a service visit to the building, the contractor's representative performing the service shall complete, sign and date the log, and return it to the District on the same or succeeding day of the performance of the service.
6. The contractor's Service Report forms, documenting arrival and departure time of the contractor's representative performing the service and all information on material and device applications (conform to specific pesticide information as required by statute). These report forms may incorporate some or all of the past surveillance data required in item 3 above.

F. Special Requests and Emergency Service

The regular service shall consist of performing all components of an IPM program other than in structural modifications, as described in the contractor's detailed plan and schedule for each building during the period of this contract. Occasional requests for corrective action, special services beyond the routine requests or emergency service, shall be placed with the contractor's on-site supervisor by the District. The contractor shall respond to requests for emergency service on the day of the request. The contractor shall respond to special service requests within one (1) working day after receipt of request. All emergency and special services shall be recorded. In the event that such services cannot be completed within the above-stipulated time frame, the contractor shall immediately notify the District and indicate an anticipated completion date. The contractor shall describe in the proposal its capability of meeting emergency and special service requests (e.g. radio-dispatched service, name of office personnel handling the account, availability of trucks and personnel, etc.).

G. Chemical Interventions

Since this is an IPM contract, chemicals shall be used primarily as a last resort and only after prior approval by the District on a case-by-case basis. When chemicals are utilized, the following conditions shall be applicable.

1. Samples - The District shall receive from the contractor or its technicians sample labels of chemicals and materials.
2. Ineffective Chemicals - Success in pest management is largely determined by the skill of the pest management technician and the cooperation received from all concerned and involved in a particular pest problem. In cases where it has been determined that a particular chemical in use at these facilities has, indeed, lost its effectiveness (e.g., due to a resultant increase in resistance in the target pest population) the contractor shall replace such ineffective chemicals with more effective alternative choices upon approval of the District.
3. Safety and Chemical Data - Within thirty (30) days from the start of this contract, the contractor shall provide the following safety and technical data for chemicals to be used in these facilities:
 - a. A list of chemicals including trade name and name of active and inert (including carriers) ingredients, list respective chemical classifications for each product intended to be used Organophosphates and chlorinated hydrocarbons are not acceptable. Further, aerosol spray formulations will be highly discouraged. If spray formulations are deemed absolutely necessary, prior written approval is mandatory. Note: Chemicals, where necessary, shall be restricted to non-persistent chemicals that are least harmful to people, non-target species, and the environment.
 - b. Material Safety Data Sheets for each chemical.

II.2 GENERAL PROGRAM REQUIREMENTS (cont.)

- c. Antidote data where applicable, including a copy of a standard quick reference chart.
- d. A list of poison control centers and respective telephone numbers as they may apply to the geographic areas in which these facilities described herein are located.
- e. No toxicant shall be used for which the antidote is not readily available in order to prevent irreversible toxicosis in any non-target species.
4. If absolutely necessary chemicals shall be applied at night or on weekends, and the contractor shall cooperate to properly ventilate, where necessary, the premises before tenants re-occupy the building. Use of spray or aerosol pesticides should be a very rare event and only performed with specific approval.
5. Contractor shall cooperate to place proper public notices or otherwise inform building occupants regarding what pesticides will be applied, where pesticides will be applied, when pesticides will be applied.
6. Contractors must comply with all local and state regulations codes regarding timely prior notices.

II.3 SPECIFIC PROGRAM REQUIREMENTS

A. Manner and Time to Conduct Service

It shall be the contractor's responsibility to carry out work according to the detailed Integrated Pest Management Plan and Service Schedule developed for each building. The contractor's on-site supervisor shall be responsible for coordination at the beginning of each visit. The purpose of this coordination is to review the plan and schedule and to receive information on problem area status. Services that do not adversely affect tenant health or productivity may be performed during the regular hours of operation in the various buildings. When it is necessary to perform work on weekends or outside the regularly scheduled hours set in the contractor's plan and schedule, the contractor shall notify at least two (2) days in advance, and all arrangements will be coordinated. All application of toxicants, (i.e., those likely to become airborne), when necessary, is to be done at night or on weekends to allow for ventilation before tenants reenter the facility. The contractor shall allow sufficient time to inform tenants of application and assure the security of the areas treated. The contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering the building. The District will explain any restrictions associated with these special areas to the contractor. These restrictions shall be adhered to and incorporated into the contractor's detailed plan and schedule for the building. All contractor personnel, shall wear distinctive uniform clothing and, preferably, a photo-ID badge. The uniform shall have the contractor's name easily identifiable, affixed thereon in a permanent manner. Additional personal protective equipment required for the safe performance of work must be determined and provided by the contractor. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

Pesticide Neighbor Notification Law

Notification to the school community of potential pesticide applications is an additional component of IPM education. The Pesticide Neighbor Notification Law, Section 409-h of the Education Law, has formalized a notification process and provides specific direction on when and how notification must take place. The Neighbor Notification Law, effective July 1, 2001, applies to all public and nonpublic elementary and secondary schools and details specific parties who must be notified, as well as the times and circumstances related to such notification. This requirement states that schools provide a written notice to all parents, guardians, and staff. It is the contractor's responsibility to advise schools of their intent to apply pesticides allowing for sufficient time for the schools to meet the requirements of the Education Law. The responsibility for notification rests at the school level in accordance with the law.

B. Intervention Products and Use

The contractor shall be responsible for the safe use of all products. All pesticides used by the contractor must be registered with the EPA and appropriate State and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and local laws and regulations. The environment, non-target species and people shall be protected at all times.

The contractor shall minimize the use of synthetic organic pesticides, wherever possible. For example:

1. The use of crack and crevice application of pesticides directly to pest harborage areas is acceptable. However, spraying crack and crevice exposed surfaces in the general vicinity of harborage areas shall not be allowed.

II.3 SPECIFIC PROGRAM REQUIREMENTS (cont.)

2. The use of boric acid powder and gel or paste baits for cockroaches is acceptable. However, sprays are not appropriate.

3. Pesticide fogs or space sprays (including mists and ultra-low volume applications) are essentially not appropriate and shall be restricted to unique situations for which no alternative measures are practical. Such situations should rarely, if ever, occur.

Prior to performing a spray treatment, the contractor shall submit a written request for approval at least five (5) business days prior to the proposed treatment time. The request must identify the target pest, evidence of the target pest presence, time and specific place(s) of treatment, pesticide(s) to be used, method of application, and precautions to be taken to ensure the containment of the spray to the site of application. No space application of pesticide shall be made without the written approval of the District. No space application of pesticide shall be made while students or personnel are present. No product identifiable as a fumigant shall be used indoors for any purpose. It is the contractor's responsibility to make aware of safe re-entry to any spaces where treatments of any kind have been applied.

C. Rodent Management

Snap traps and other trapping devices (including glue boards) used in management of active rodent infestations must be checked daily. The contractor shall dispose of rodents killed or trapped within 24 hours. Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc. Traps shall be placed out of the general view and located so as not to be affected by routine cleaning procedures. When using traps for monitoring, the visit interval may be adjusted as necessary.

All rodenticides regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant (often termed "tamper-proof") bait boxes. Bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be labeled (including contractor's name, address, and telephone number) and dated at the time of installation and each servicing. All bait boxes shall be placed and maintained in accordance with EPA regulations with an emphasis on the safety of non-target species. The following three points shall be strictly adhered to:

1. The lids of all bait boxes must be securely locked or fastened shut.
2. Bait must always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
3. All bait boxes must be securely attached or anchored to the floor, ground, wall, etc., so that the box cannot be picked up or moved.

D. Emergency Service

Response to all emergency and special service requests shall be made at no extra cost to contract user.

4. Liquid and solid poison baits shall be placed in distinctively marked bait stations of sturdy plastic, metal or wood construction--no paper or cardboard stations--and placed in areas normally inaccessible to users of the facilities, particularly children and pets. Covered bait stations shall be used in dietary, food processing, storage and handling areas. Paraffinized or weather resistant baits shall be used in damp and wet areas.

5. All bait stations and traps shall have such tags or labels affixed so as to enable the pest management technician to enter his signature and date after each service. All bait stations and trap locations shall be marked by placement or a distinctively colored removable self-adhesive sticker placed on the nearest wall or column to make quick identification of each location. Map/floor plan indication is also required.

The contractor shall make a floor plan or utilize floor plans supplied of each area where bait stations and traps are located, number each bait station and trap and enter the location of each numbered bait station and trap in the diagram. These floor plans or diagrams shall be kept with the other records on the facilities as indicated herein. A detailed IPM Pesticide Application form and a detailed IPM Trap Monitoring form shall be completed, indicating the service of each pesticide bait station and trap, and turned in at the completion of each service visit (see sample forms). Similar records should be kept for any traps (e.g. glue boards) and for any treatments (chemical or non-chemical).

The contractor shall be responsible for picking up and disposing of all rodent or other carcasses in or around buildings listed in this contract within 24 hours of notification. If sanitation or other problems exist that prohibit a contractor from implementing the IPM program, the problem should be referred to the District by the contractor for corrective action and the contractor should clearly document the problems for the record.

SECTION III. SPECIAL TERMS AND CONDITIONS

III.1 PRICE STABILITY

All bid prices shall remain in place for the term of the contract.

III.2 EXAMINATION OF EXISTING BUILDING AND CONTRACT DOCUMENTS

For each bid, each contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work, **therefore, a pre-bid site visit is mandatory for new bidders. Please call Bob Farleo at 716-626-8863 prior to the submission of your bid to schedule a pre-bid visit. If a new bidder does not schedule and attend a site visit, they will not be allowed to bid.**

III.3 TERM OF CONTRACT

The contract award is for the period **July 1, 2024 – June 30, 2025**. The District reserves the right to extend the contract for the term July 1, 2025-June 30, 2026 and the term July 1, 2026 – June 30, 2027, contingent upon the Williamsville Central School District Board of Education providing funding for the service in each of these fiscal years as well as a decision by the District to continue the service contract with the vendor. The District reserves the right to terminate the contract at any time without cause by providing the vendor a minimum of thirty days’ notice on the cancellation of their contract or purchase order. Contract termination by the District will not result in any additional fees, loss of service expenses or other payments to the vendor with the exception of what is owed to the vendor for services that were previously performed for the district.

INTEGRATED PEST MANAGEMENT BID FORM

_____ agrees to provide all necessary maintenance, inspections and annual operation in accordance with the above Integrated Pest Management Specifications and all Williamsville Central School District Bid Documents, Terms and Conditions.

- 1) Monthly base inspection includes: service, traps and supplies for kitchens, building exterior perimeters including placement and maintenance of bait boxes and other problems areas confirmed by Head Custodians.**

Technician Hourly Rate \$ _____ x 14 Schools/Facilities Center = \$ _____ Total / Month

- 2) Follow up call to inspection require a separate signed time sheet for Technician**

Technician Hourly Rate \$ _____

- 3) Additional calls** at the request of the Facilities Department to include service, traps and supplies:

Technician Hourly Rate \$ _____ Supervisor Hourly Rate \$ _____

Entomologist Hourly Rate \$ _____ Wild Life Traps (Each) \$ _____

Company: _____

Address: _____

Name: _____

Title: _____

Phone: _____

Signature: _____

Email: _____

NOTE: New bidders must submit a list of three commercial account references with the bid:
(Please provide Company, Contact, Phone Number and Email address for each reference on the next page)

COMMERCIAL ACCOUNT REFERENCES

1) Company _____	Contact _____
Phone# _____	Email _____
2) Company _____	Contact _____
Phone# _____	Email _____
3) Company _____	Contact _____
Phone# _____	Email _____

All bidders must submit proof of insurance as specified in Bid Documents, Terms and Conditions posted on the website.

*******NOTICE TO BID VENDORS PLEASE READ THIS PAGE*******

- If you are not bidding at this time, there is no need to send us notice. All bids and awards are posted on the Williamsville Central School District website at www.williamsvillek12.org/
 - Please put bid name and bid number on the outside of the envelope (including the FedEx or UPS) when submitting your sealed bid.
 - All documents submitted must be original. Faxed or emailed copies of documents will not be accepted.
 - The Bidder may submit a bid for any product, which is in all material respects equal to any of the products specified within the bid. The decision of the Williamsville Central School District as to whether a substitute product is “in all material respects equal” shall be final. If a bid is submitted on a substitute product, the bidder must specify in each instance the trade designation, the manufacturer’s name and detail specifications of such product, or supply a sample.
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RESPONSES TO THIS BID MUST INCLUDE THE FOLLOWING DOCUMENTS:

IN THIS ORDER:

- 1) BID OFFER - Fill out completely, signed and dated. (Page 4)
- 2) BID PROPOSAL CERTIFICATIONS - Fill out completely, signed and dated. (Pages 5-6)
- 3) WCSD SPECIFIC DELIVERY INFORMATION - Fill out completely. (Page 7)
- 4) INSURANCE DOCUMENTATION & HOLD HARMLESS AGREEMENT – If required (Pages 9-10)
- 5) VENDOR RESPONSE FORM – Printed version, filled out completely for all items. (To assist with accuracy, the WCSD Purchasing Department may email with a request for the excel copy of this form after the bids are opened. Do not send prior.)
- 6) ADDITIONAL ITEMS AS NEEDED
 - a. Discounts or restrictions to discounts requested within the invitations for bids for items not listed on the Vendor Response Form
 - b. Any other additional information requested within the invitation for bids
 - c. Product information sheets for substitute products
 - d. SDS Sheets for substitute products

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT GENERAL BID TERMS & CONDITIONS FOR EQUIPMENT, SUPPLIES AND SERVICES

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.

Bids

- 1. The date and time of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on and in accordance with forms 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 to the bidder.
4. All information required by Notice to Bidders, 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 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.
6. No alterations, pressure or addition is to be made in the typewritten or printed matter.
7. Prices and information required, except signature and of bidder, should be typewritten for legibility, illegible or vague bids may be rejected.
8. Sales to school districts are not affected by any fair trade agreements (General Business Law, Ch. 39, Sec. 369a, Sub. 3, L1941)
9. No charge will be allowed for federal state or municipal sales and excise taxes.
10. In all specification, the words "or equal" are understood after each article giving manufacturer's name or catalogue reference, or on any patented article.
11. Bids on equipment must be on standard new equipment, or latest model, and in current production, unless otherwise specified.
12. All regularly manufactured stock electrical items must bear the label of the Underwriter's Laboratories Inc.
13. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group.
14. All prices quoted must be "per Unit" as specified; e.g. Do not quote "per case" then "per dozen" is requested; otherwise, bid may be rejected.
15. Bidder must insert the price per unit and the extensions against each item in his bid.
16. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal.
17. Under penalty of perjury the bidder certifies that:
(a) The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for bids, and
(b) the contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surely on any bond furnished herewith prior to the official
18. All bids must be sealed., they may be submitted either in plain, opaque, envelopes, or in those furnished by the school district.
19. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally.
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 as agreement to be executed by the bidder within 15 days after notification to execute such contract.
21. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless bid sample is superior.
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.
23. Samples when required, must be submitted strictly in accordance with instructions; otherwise, bid may not be considered.
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.

samples may be removed by the bidder at his expense. Samples no 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 sample shall not entitle him to any relief from the condition imposed in the proposal. Specification, etc.

AWARD

- 25. Awards will be made to the lowest responsible bidder, as well 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 contract 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 sixty (60) 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 bids on individual items or on total sums.

CONTRACT

- 29. Each bid will be received with the understanding that the acceptance thereof in writing by the school district, approved by the Board of Education, 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 not bind the school district on its part to order total quantities since all quantities are estimated. The school district reserves the right to change quantities but maintain bidders prices..
31. If successful bidder fails to deliver 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 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 differences. Such purchases will be deducted from contract quantity.
32. A contract may be canceled at the successful bidder's expense upon non-performance of the contract.
33. If the successful bidder fails to deliver as ordered, the school district reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.
34. Cancellation of contract for any other 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 five (5) days of notification. Rejected items left longer than five (5) 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 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/
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 that successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.
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 workman. 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 location required.
42. Equipment for trade-in shall be dismantled by the successful bidder and removal 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 specification, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.

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 that successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.
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GUARANTEES BY THE SUCCESSFUL BIDDER

- 43. The successful bidder guarantees:
(a) His products against defective material or workmanship and to repair or replace any damages or maiming occasioned in transit.
(b) To furnish adequate protection from damage for all work and to prepare damages of any kind for which he or his workman are responsible, to 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) The all deliveries will be equal to the accepted bid sample.

- (e) That the equipment or furniture offered is standard, new, latest model or regular stock product or as required by the specifications, with parts regularly used for the type of equipment or furniture offered, also that no attachment or part has been substituted or applied contrary to the 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 the date of delivery. If during this period such faults develop, the successful bidder, free of charge, with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement) the successful bidder shall make any such replacement immediately upon receiving notice from the school district.

DELIVERY

- 44. Delivery must be made as ordered and in accordance with the proposal and specification. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery (not to exceed 30 days). The decision of the school district as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the successful bidder. Failure to deliver because of delayed payments or for any other reason except that described in Paragraph 52 will be cause for open market purchase at the expense of the successful bidder.
45. The school district will not schedule any deliveries for Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement or is overdue, in which event the convenience of the school district shall govern.
46. Items shall be securely packed for shipment, storage and stocking in new shipment containers and according to accepted commercial practice, without extra charge for packing cases, bailing, or sacks.
47. The successful bidder shall be responsible for delivery of items in good condition at the 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 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 or packing slips. Ticket shall contain the following information for each item delivered:
Contract Number and/or Purchase Order Number
Name of Article
Item Number
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.

PAYMENTS

- 51. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis
52. Payment will be made only after correct presentation claim forms are obtained from the ordering school district.
53. Payments of any claim shall not preclude the school district for making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.

SAVING CLAUSE

- 54. 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 allegiance he is unable to prevent.

ALTERNATIVE FORMATS FOR INSTRUCTIONAL MATERIALS

Preference in the purchase of instructional materials will be given to vendors who agree to provide materials in usable alternative format (i.e., any medium or format, other than traditional print textbook, for presentation of instructional materials that is needed as an accommodation for each student with a disability, including students requiring Section 504 Accommodation Plans, enrolled in the School District). Alternative formats include, but are not limited to, Braille, large print, open and closed caption, audio, or electronic file in an approved format as defined in Commissioners Regulations Section 200.2.

INSTRUCTIONS TO BIDDERS

1. Bids shall be made only on the form provided with this set of specifications. Each bid shall be enclosed in a sealed envelope addressed to the Board of Education and shall be delivered on or before the time designated for the opening of bids at the Board of Education, District Office 105 Casey Road, P.O. Box 5000, East Amherst, New York 14051-5000.
ALL ENVELOPES ARE TO BE IDENTIFIED WITH THE BID NAME, OPENING DATE AND TIME. The board of Education will not assume responsibility for envelopes that are not marked.
1. All bids received after the designated time stated in the specifications will not be considered by the Board of Education and will be returned to the bidder unopened.
2. The Board of Education is exempt from paying Manufacturer's Excise, Federal or State Sales Tax and, for that reason the Bid Price shall not include any tax on the items specified. The Board of Education will sign an exemption form covering the tax, if any, applying to the items covered by these specifications as may be required by law.
3. Each bidder, by presenting a bid under these specifications, binds himself to make positive that all goods and/or services are fully up to standard or standards set up by these specifications, and should it be discovered at any time from the date of the contract that such goods or services are not up to standard, the Board of Education shall have the right to have such goods and/or services replaced by others conforming to standard requirements, the sole expense being borne by the bidder.
4. The Board reserves the right to waive informalities, or to reject any or all bids as the best interest of the school district may require.
5. The quantities required under these specifications are indicated as estimates. The District reserves the right to increase or decrease the various quantities on the basis of calculated unit prices derived from the bids or due to budget constraints.
6. Where items or articles of equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the article as specified represents an accepted standard, but it is not the intention to limit competition thereby. Items delivered by successful bidder must be equal in all respects. If the bidder proposes a substitute for the item called for on an "or equal or approved" basis, the determination of whether it is the equal shall be at the sole discretion of the Board of Education.

When bidding alternates, manufacturer brand names and item numbers must be indicated on the bid form. Samples for alternate supply items must be submitted with the bid when practicable. Manufacturer specification sheets must be submitted for alternates on equipment. The District reserves the right to request a representative sample of any product offered by any bidder. Samples must be provided at no cost to the district within five (5) days of request.
7. The Board of Education reserves the right to award the bid to on either an item-by-item basis, grouped by like items, or in total by supplier, whichever results in the lowest overall cost to the district after factoring in the administrative costs to the District. The award will be made to the lowest responsible bidder(s) on the specifications. The District reserves the right to not make an award on any particular item where pricing offered is not advantageous to the District.
8. Bidders are required to disclose any family or other close personal relationships with District administrators or Board members.
9. The Notice to the successful bidder by the issuance of our purchase order or letter will constitute and create a contract to furnish the materials, supplies, equipment and/or services set forth in the bid.
10. Photocopies of bid proposal will not be accepted.
11. All bids are to be NET prices FOB Destination Williamsville. NO Shipping Charges. NO Fuel Surcharges.
12. Only District terms and conditions apply to bids. The District will award items accordingly to avoid creating multiple small orders but reserves the right to reject any bid with minimum order requirements. The District reserves the right to reject any bid with revised terms and conditions or added stipulations.
13. The supplier is required to notify the individual schools about back orders. The District reserves the right for the individual schools to decide whether or not to accept the back order at the bid price or to cancel the order.
14. In the event that all Williamsville Schools are announced as closed because of snow or other emergency on a scheduled bid opening day, then such bid opening will be postponed until 10:00 A.M. of the next day that school is in session. Bid envelopes will also be accepted up to 10:00 A.M. that day.
15. **TOXIC SUBSTANCES MATERIAL SAFETY SHEETS REQUIRED:** each contractor furnishing a toxic substance as defined by paragraph 876 of the State Labor Law and the Hazard Communication Standard 29CFR 1910.1200 to Williamsville Central Schools shall provide the school with two copies of a Material Safety Data sheet (Form OSHA 20), which shall include for each such substance the information outlined in paragraph 876 of the State Labor Law and 29CFR 1910.1200 (C). Each container shall be properly labeled with all information pertinent to Federal and State Laws regarding the labeling of toxic substances. Purchase Orders will not be deemed to be complete until Material Safety Data Sheets have been received.

BID OFFER

**TO: BOARD OF EDUCATION
WILLIAMSVILLE CENTRAL SCHOOL DISTRICT
WILLIAMSVILLE, NEW YORK**

Having carefully examined the Instructions To Bidders, General Conditions, Bid Proposal Certifications and Specifications for Bid # _____, the undersigned proposes to furnish and deliver all items specified herein at the prices entered in the appropriate spaces in the Bid Form, and to accept a written order for the above work for the above stated compensation, subject to such other conditions as may be agreed upon by the Board of Education and the undersigned, provided the undersigned be notified of the acceptance of this proposal within 60 days of the time set for the submission of bids.

All proposals covering the specifications within are made in the spaces provided. The complete specification shall remain bound, with the bidder's proposal appropriately filled in, and submitted for consideration as directed.

This proposal is made without any connection with any other person making any proposal for the items herein listed, and it is in all respects fair and without collusion or fraud. No Officer or Member of the Board of Education is directly or indirectly interested therein or in the equipment to which it relates, or any portion of the profits thereof.

Very truly yours,

(Print Company Name)

By _____
(Authorized Signature)

(Printed Name)

Address _____

Date _____

Telephone No. _____

Insert Bidder's name. If a corporation, give State of Incorporation, using the phrase "A corporation organized under the laws of _____." If a partnership, give name of partners, using also the phrase "Co-partners trading and doing business under the firm name and style of _____". If an individual doing business under the firm name and style of _____.

Estimated Delivery Date _____

BID PROPOSAL CERTIFICATIONS

Firm Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

The Bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law and that he is aware that all federal purchase orders must conform to federal cost principles in 2 CFR Part 200 as follows:

II. Non-Collusive Bidding Certification

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;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed 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; and

(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 any 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 therefor, 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 the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

(1) 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 subparagraph one (a).

(2) Any bid hereafter made to any political subdivision of the state or 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 the 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.

III. Mandatory Disclosures

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII – Award Term and Condition for Recipient Integrity and Performance Matters are required to perform certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 200.338 Remedies for noncompliance, including suspension or disbarment. (See also 2 CFR part 180, 3131 U.S.C. 3321, and 41 U.S.C. 2313).

IV. Contracting with Small and Minority Owned Businesses, Women’s business enterprises and Labor Surplus Firms

- A. The non-Federal entity must take all necessary affirmative steps to assure that minority owned businesses, women’s owned enterprises and labor surplus area firms are used when possible.
- B. Affirmative steps must include:
 - (1) Placing qualified small and minority owned businesses, and women’s business enterprises on solicitation lists.
 - (2) Assuring that small and minority owned businesses, and women’s owned enterprises are solicited whenever they are potential sources.
 - (3) Dividing total requirements, when economically feasible, into smaller tasks and quantities to permit maximum Participation by small and minority owned businesses, and women’s business enterprises.
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority owned businesses, and women’s owned enterprises
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

V. Contract Provisions

2 CFR 200.326 Appendix II Contract Provisions: (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. (H) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989 Comp. p. 235), “Debarment and Suspension.” SAM exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Signature (Authorized)_____

Title_____

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT
SPECIFIC DELIVERY INFORMATION

1. All purchase orders, will be delivered **F.O.B. Destination, No Shipping Charges, No Fuel Surcharges**, between the hours of 8:00 AM - 3:00 PM Monday through Friday unless other arrangements have been made with the school. Delivery locations in the District are as follows:

√	WCSD Central Office	105 Casey Rd.	East Amherst, NY 14051
√	South High School	5950 Main St.	Williamsville, NY 14221
√	North High School	1595 Hopkins Rd.	Williamsville, NY 14221
√	East High School	151 Paradise Rd.	East Amherst, NY 14051
√	Mill Middle School	505 Mill St.	Williamsville, NY 14221
√	Heim Middle School	175 Heim Rd.	Williamsville, NY 14221
√	Casey Middle School	105 Casey Rd.	East Amherst, NY 14051
√	Transit Middle School	8730 Transit Rd.	East Amherst, NY 14051
√	Forest Elementary School	250 North Forest Rd.	Williamsville, NY 14221
√	Maple East Elementary School	1500 Maple Rd.	Williamsville, NY 14221
√	Maple West Elementary School	851 Maple Rd.	Williamsville, NY 14221
√	Country Parkway Elementary School	35 Hollybrook Dr.	Williamsville, NY 14221
√	Dodge Elementary School	1900 Dodge Rd.	East Amherst, NY 14051
√	Heim Elementary School	155 Heim Rd.	Williamsville, NY 14221
I. √	Bus Garage	533 Mill St.	Williamsville, NY 14221
√	Central Stores	480 Lawrence Bell Dr.	Williamsville, NY 14221

2. Specific delivery location(s) will be indicated on the purchase orders for this bid after awards.
3. The Purchasing Department must be notified if materials cannot be delivered within 30 days of receipt of a purchase order. The District reserves the right to cancel any back orders over 30 days.

Signature _____

Title _____

INSURANCE COVERAGE

Applicable to bids that contain specifications for on-site services and labor.

The contractor shall procure at his own expense and without expense to the owner, in insurance companies authorized to do business in the state of New York, such insurance as will protect him from claims under Workmen's Compensation Acts and other employees benefit acts; from claims for damages because of bodily injury, including death, to his employees and all others; and from claims for damages to property - any or all of which may arise out of or result from the contractor's operations under this contract, whether such operations be by himself or by any subcontractor or any one directly or indirectly employed by either of them.

The policy naming the district, as an unrestricted additional insured shall:

- Be an insurance policy from an A.M. Best-rated "secured" or better, New York State admitted insurer,
- Provide for 30-days' notice of cancellation,
- State that the organization's coverage shall be primary coverage for the district, its Board, employees and volunteers. In addition, the certificate of insurance shall include a copy of the endorsement granting additional insured status to the district. If an ISO endorsement is used, the specific endorsement can be identified on the certificate in lieu of producing the endorsement.
- The contractor agrees to indemnify the district for any applicable deductibles.

CONTRACTOR'S LIABILITY INSURANCE

1. Workers' Compensation

- (a) State: Statutory
- (b) Applicable Federal (e.g., Longshoremen, harbor work, Work at or outside U.S. Boundaries): Statutory
- (c) Employer's Liability \$ 100,000 Each Accident
- (d) Benefits Required by Union Labor contracts: As Applicable

2. Comprehensive General Liability (including Premises-Operation; Independent Contractors Protective; Products and Completed Operations; Broad Form Property Damage):

- (a) Bodily Injury:
 - \$ 1,000,000 Each Occurrence
 - \$ 2,000,000 Aggregate, Products and Completed Operation
- (b) Property Damage:
 - \$ 1,000,000 Each Occurrence
 - \$ 2,000,000 Aggregate
- (c) Products and Completed Operations Insurance shall be maintained for a minimum period of 2 year(s) after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned period.
- (d) Property Damage Liability Insurance shall include coverage for the following Hazards:
Explosion, Collapse, Underground.

(e) Contractual Liability (Hold Harmless Coverage):

- (1) Bodily Injury:
 - \$ 1,000,000 Each Occurrence
- (2) Property Damage:
 - \$ 1,000,000 Each Occurrence
 - \$ 2,000,000 Aggregate

(f) Personal Injury, with Employment Exclusion deleted:

- \$ 2,000,000 Aggregate

3. Comprehensive Automobile Liability (owned, non-owned, hired)

- (a) Bodily Injury:
 - \$ 1,000,000 Each Person
 - \$ 1,000,000 Each Accident
- (b) Property Damage:
 - \$ 1,000,000 Each Occurrence

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT
INSURANCE COVERAGE

Applicable to bids that contain specifications for on-site services and labor

HOLD HARMLESS AGREEMENT

A. On this the ____ day of _____, 20____

The contractor _____ hereby agrees to defend, indemnify and hold harmless the
Williamsville Central School District from and against any and all liability, loss, damage, claim
or action, to the extent permissible by law, arising out of operations performed or services provided
by the contractor under the contract.

_____ Title

_____ Signature

_____ Date

Insurance Certification

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

Your insurance representative must complete 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 Williamsville C.S.D. may reject my bid and award to the next lowest bidder.

Firm Name: _____

Address: _____

Date: _____ Bidder's Signature: _____