

**MAMARONECK UNION FREE SCHOOL DISTRICT
23/24-MUFSD-024**

**BOARD OF EDUCATION
MAMARONECK UNION FREE SCHOOL DISTRICT
1000 WEST BOSTON POST ROAD MAMARONECK, NEW YORK 10543**

NOTICE TO BIDDERS

The Board of Education of the Mamaroneck Union Free School District, Mamaroneck, New York, popularly known as Mamaroneck Union Free School District, in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids from reputable and qualified contractors for the provision of service and materials for the following contract:

CONTRACT(S) FOR:

**CABLING AND INSTALLTION OF SURE CALL EQUIPMENT AT CENTRAL SCHOOL,
MURRAY AVENUE AND CHATSWORTH SCHOOL DUE: TUESDAY, APRIL 2, 2024 AT 2:00
PM 23/24-MUFSD-024**

A walk thorough will be conducted for this project on Wednesday, March 20, 2024 commencing at 9:00 AM at Central School, 1100 Palmer Ave, Larchmont, NY 10538. Bidders are strongly encouraged to attend and must be licensed to install Sure Call equipment.

Bids will be received until the above stated hour of prevailing time and date at the School District Purchasing Office, 1000 West Boston Post Rd., Mamaroneck, New York, 10543 at which time and place all bids will be publicly opened and read. Specifications and bid forms may be obtained electronically via email request, Monday through Friday between the hours of 8:00a.m.and 3:00p.m., excluding holidays as well as on the District website www.mamkschools.org as well as on BidNet Direct www.bidnetdirect.com/newyork/mamaroneckunionfreeschooldistrict. Please contact the Purchasing Office at 914-2203035 or via e-mail at lleone@mamkschools.org.

Please be reminded that USPS, UPS and FedEx delivery schedules may be limited. Please allow enough time for your proposal to arrive on or before the due date and time.

Bids must be presented on the proposal forms in the manner designated therein and as required by the specifications. **All bids must be enclosed in a sealed envelope clearly marked with the Bid Title, Due Date and Time.**

The Board of Education reserves the right to waive any informality in or to reject any or all bids, or to accept that bid which, in the Board of Education's judgment, is in the best interest of the School District.

BOARD OF EDUCATION
MAMARONECK UNION FREE SCHOOL DISTRICT
District Office
1000 West Boston Post Road
Mamaroneck, NY 10543
By: Lauren Leone
Purchasing Agent

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SCOPE OF PROJECT

The Mamaroneck Union Free School District invites you to bid on the work described below.

SCOPE OF WORK:

The installation requires running ½ INCH AIRDIELECTRIC PLEN-HELIXALUM-CUT cabling at all hallways, mechanical rooms, auditoriums, and gyms. It will also require termination and installation of Dome Antennas at specific locations such as ceiling or walls. There will also be boosters installed at strategic locations. This will be the starting points for cable runs inside the building as well as the external antennas. The work will also require installing an outdoor antenna on the roof, preferably on the edge. Wall and/or ceiling penetration will be necessary for indoors and outdoors.

All material and equipment will be provided by District except for conduits and fasteners. Floor plans will be provided for visual purposes only, there may be location changes for boosters and external antennas.

LOCATIONS:

CENTRAL SCHOOL, 1100 PALMER AVE, LARCHMONT, NY 10538

CHARTSWORTH AVENUE SCHOOL, 34 CHATSWORTH AVENUE, LARCHMONT, NY 10538

MURRAY AVENUE SCHOOL, 250 MURRAY AVE, LARCHMONT, NY 10538

3. *Site Inspection.* A site inspection for this project will be held on WEDNESDAY, MARCH 20, 2024 BEGINNING AT 9:00 AM AT THE CENTRAL SCHOOL, 1100 PALMER AVE, LARCHMONT, NY, 10538. Please let the Technology Director, Adish Ramrattan, know if you plan to attend no later than MONDAY, MARCH 18, 2024. aramrattan@mamkschools.org

4. *The Term of the Contract.* The term of the contract is from contract award to project completion.

5. *Questions.* Any and all questions about the interpretation or clarification of the Bid Documents, or about any other matter affecting the work or pertaining to the bid, must be directed in writing by e-mail: aramrattan@mamkschools.org with a cc to leone@mamkschools.org.

Bidders must submit such questions before the end of the business day, TUESDAY, MARCH 26, 2024. The District will not be obliged to consider the questions submitted after that date.

6. *Answers.* The District will issue addenda, if necessary, to answer such questions. Bidders will rely on answers contained in such addenda and will not rely upon any oral answers given by any employee or agent of the District. Answers to all submitted questions will be disseminated to all bid document holders no later than THURSDAY, MARCH 28.

7. *Basis for the Bids.* The bids will be based on the bid documents, and the addenda (if any) and on such information as the bidders may obtain from a reasonable site inspection is requested. Bidders will not rely on oral statements made by any employee or agent of the District. Before submitting a proposal, bidders will fully inform themselves as to all existing conditions and limitations and will include in the Proposal, a sum to cover the cost of all items included in the Contract.

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8. Bid Documents and Addenda

- 8.1 Bidders are responsible for examining all the Bid Documents, including all appendices, and addenda (if any) and to determine for themselves what portions are pertinent to their work.

- 8.2 Bidders must base their bid proposals on the entire content of the Bid Documents. Bidders must check their copies of the Bid Documents for blank or missing pages. The Bidders are responsible for determining whether their copies of the Bid Documents are complete.

- 8.3 Addenda are written revisions, clarifications or modifications of the Bid documents. Addenda, if any, will be issued by the District and will be transmitted by e-mail to the bidders and become part of the contract.

9. Bid Procedures

- 9.1 Proposals must be made according to the form provided in the Bid Documents and all blank spaces in the form which apply must be fully completed; the signature of a by a duly authorized officer, in pen and ink; and the completed form will be without interlineation [cross-outs], alteration or erasure.

- 9.2 No proposal will be considered unless it is received and in hand at the specified time, date and address at which proposals are to be opened.

- 9.3 Proposals will not contain any recapitulation of the work to be done. No oral, facsimiles, e-mail or telephonic proposals or modifications will be considered.

- 9.4 The District will have the option to reject bids that contain omissions, exceptions or modifications, or in its sole discretion may waive such irregularities.

- 9.5 Bidder must supply at least three references for contracts of similar scope for Public School Districts of similar size. Failure to do so may result in disqualification of Contractor bid proposal.**

10. Post-Bid Procedures

- 10.1 The responsibility of bidders will be considered in making the award. The District may make such an investigation as the District deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the Work. Such investigation shall begin with a review of the Bidder supplied references and shall include such additional information as shall be required herein.

- 10.2 When requested by the District, bidders must furnish all information and data required by the District within the time and in the form and manner requested by the District. Upon notification from the District, the low bidder will furnish within three (3) working days after the bid opening, two (2) copies of the following information in writing:
 - a. evidence of the bidder's financial responsibility, including a certified financial statement prepared by a certified public accountant;

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b. the insurance certificates required by the District;

10.3 To the fullest extent allowed by law, the District reserves the right to reject any bid if the evidence required by the District is not submitted or fails to satisfy the District that the bidder is responsible, able and qualified to carry out the obligations of the Contract or to complete the work as contemplated. The District will consider the information received under paragraphs 10.1 through 10.3 above in determining whether or not to accept a proposal.

10.4 Acceptance of a proposal will be in the form of a District Purchase Order signed by the Purchasing Agent or a duly authorized representative of the District.

11. Late Bids. Bids which are received after the time stated for the opening of bids will not be considered or accepted.

12. Delivery Hours. All supplies and equipment must be delivered during the hours of 9:00 A.M. to 11:00 A.M. or 1:00 P.M. to 3:00 P.M. or in coordination with the Director of Technology.

13. F.O.B. Delivery Point. Bid must be F.O.B. delivery point, unloaded and put in place, in manner and quantities as directed the Board of Education.

14. Tax Exemptions. The Board of Education is exempt from Federal, State or municipal sales and excise taxes. The bid price must be net and will not include the amount of any such tax. Exemption certificates, if required, will be furnished upon request.

15. Partial Bids. The Board of Education reserves the right to solicit and award bids on an item-by-item basis, group basis, or on the total bid. Where the Board of Education has solicited bids on an item-by-item or group basis, bidders may quote on any or all items or groups.

16. Price Quotations. The price of each item which bidder agrees to furnish must be written in ink or typed in the blank space provided on the proposal form and must include all charges for packing, marking, delivery to the District location which the equipment will be installed. In the event of a discrepancy, the unit price will govern.

17. Price Warranty. The bidder certifies, warrants and represents the prices quoted are the lowest offered to any governmental or commercial consumer located within New York State, and should the successful bidder offer any such consumer a lower price during the contract period, such lower price will apply on all unshipped orders for the balance of the contract period.

18. Quality. All materials, supplies and equipment must be in strict conformity with the Board of Education's descriptions and specifications. Any and all references by the Board of Education to type, style, trade name and catalog are intended to be descriptive only and not restrictive, and equivalents are acceptable. The intention is to indicate to bidders the character and quality of items which will be satisfactory. Bids on other makes, or with references to other catalogs, will be considered, in which case the bidder must clearly state in his bid exactly what he intends to furnish and submit with his bid a cut or illustration or other descriptive matter which will clearly indicate what he proposes to furnish. In all cases, bidder must state the name of the manufacturer as well as stock number of the items he proposes to furnish; and any statement concerning substitutions,

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alternates or changes in the specifications which are placed elsewhere on the bid form other than in the Bidder's Comments section, will be disregarded.

19. Samples. Samples must be furnished, if requested, at the time specified by the Board of Education. Samples must be furnished at the bidder's expense and if not destroyed in testing or retained as a standard, must be picked up by bidder, at his expense, within ten days after notification. Any samples left with the Board of Education after the ten-day period may be disposed of by the Board of Education without any liability or responsibility.

20. Conflicts of Interest. As a condition of bidding, each bidder certifies, warrants and represents that no member of the Board of Education of the Mamaroneck Union Free School District, nor any officer or employee thereof, is directly or indirectly benefited from the bid proposal.

21. TRANSACTIONS WITH PUBLIC ENTITIES.

(a) As a condition of bidding, each bidder certifies, warrants and represents that he or it is not disqualified to contract with municipal corporations or fire districts as provided by Section 103-b of the General Municipal Law of the State of New York, or as provided by any successor statute thereto.

(b) Each bidder further agrees that upon the refusal by him or it, including the refusal of his or its officers, employees, servants or agents, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, he or it, and any firm, partnership or corporation of which he or it is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with the Board of Education for a period of five years after such refusal; and that any and all contracts made with the Board of Education on or after the first day of July, nineteen hundred and fifty-nine by him or it and by any firm, partnership or corporation of which he or it is a member, partner, director or officer may be cancelled or terminated by the Board of Education without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the Board of Education for goods delivered or work done prior to the cancellation or termination shall be paid.

22. Withdrawal of Bids Because of Error Made by Bidder. After the opening of bids, a bidder may request that the Board of Education grant consent to the withdrawal of his or its bid because of error made by said bidder under the following terms and conditions:

(a) The request to withdraw a bid must be in writing, addressed to the Purchasing Agent, and must give reasons for the request;

(b) The request must be received by the Purchasing Agent not later than 72 hours following the opening of bid;

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(c) A bidder requesting consent to the withdrawal of a bid must appear and testify under oath, if requested to do so by the Board of Education and shall make available to the Board of Education all worksheets, summary sheets and other data requested by it. Failure to appear or to make available data as requested by the Board of Education may result in refusal of consent to the withdrawal of bids;

(d) Whenever any bidder requests the consent of the Board of Education to withdrawal of his or its bid, the Board of Education may grant such request in any case which it deems just and proper, but such request shall be made and such consent to withdraw shall be accepted by the bidder upon the express condition that said bidder shall be excluded from bidding again on the re-advertisement of bids for the same item or proposal. Should any bidder request the withdrawal of more than one bid in any twelvemonth period, he or it shall be disqualified from bidding on any Board of Education work for a period of twelve months from the date of the second request.

23. Irregularities. The Board of Education reserves the right, in its sole discretion, to waive any irregularity or informality in any bid.

24. Rejection of Bids. The Board of Education reserves the right, in its sole discretion, to reject any bid for failure to conform to the instructions and specifications governing said bid; and further reserves the right, in its sole discretion, to reject all bids for any reason.

25. Award. Awards will be made to the lowest responsive and responsible bidder, as will best promote the public interest, taking into consideration all relevant factors, including but not limited to the reliability of the bidder, the quality of the materials, equipment or supplies to be furnished and their conformity with the instructions and specifications, the purposes for which required, and the terms of delivery.

26. Time for Award. The Board of Education reserves the right to make awards within 45 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.

27. Notice of Award. The mailing by the Board of Education to the successful bidder at the address herein specified of a Purchase Order, Notice of Award, or Acceptance of Bid for any of the items for which his or its bid is submitted, will, together with the terms of this document, constitute a contract between the Board of Education and the successful bidder to furnish and deliver the items set forth in said Purchase Order, Notice of Award or Acceptance of Bid.

28. Materials, Supplies and Equipment. All materials, supplies and equipment provided by the successful bidder must be new and in strict compliance with bid specifications, and are subject to the approval of the Board of Education. The Board of Education may reject any or all non-conforming materials, supplies and equipment, and its judgment as to conformity or non-conformity will be final and conclusive. Upon rejection of any item, the successful bidder will remove and replace it with conforming goods without expense to the Board of Education. The Board of Education reserves the right to procure the items specified in this Bid from other sources should it be in the best interest of the School District.

29. Delivery. Delivery and placement of materials, supplies, equipment and furniture is the responsibility of the successful bidder, and the Board of Education accepts no responsibility for unloading and placing of same. Any costs incurred by the Board of Education due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading

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will be provided by the Board of Education, and suppliers should notify their truckers accordingly. Contractors should be prepared to furnish proof of delivery, if requested.

- 30. Packing.** All materials and supplies must be packed in specified quantities, securely wrapped and plainly labeled to show the contents of each package. Each box or case in which these items are delivered must be marked for the location at which it is to be delivered and will contain a memorandum showing the quantities and description of each of the items contained in such box or case, and if any items remain to be delivered on back-order, said memorandum must show item number and quantities back-ordered. The purchase order number or contract number must appear on all packages.
- 31. Goods Damaged In-Transit.** The successful bidder will replace all materials, supplies and equipment received damaged or broken, without charge, to the Board of Education and without regard to the actions of any shipper or carrier.
- 32. Installation of Equipment.**

The successful bidder must include with the Bid proposal a copy of all necessary Manufacturer Certification(s) to install and configure the bidder's proposed equipment as well as any other licensure necessary to complete the installation. All licenses must be current and valid within Westchester County, NY. The Installation Services are to be done during normal business hours and off-peak hours if school is in session. Work shall begin and finish in one complete continuous effort. There is no planned phased delivery for this project. After-hours access shall be provided if requested and coordinated in advance.

- (a) The successful bidder must clean up and remove all debris and rubbish resulting from his work from time to time as required and directed. Upon completion of the work, the premises must 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 stated.
- (b) Equipment, supplies and materials may be stored at the site only with the approval of the Board of Education and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.
- (c) Work must progress to cause the least inconvenience to the Board of Education and school system, and with proper consideration for the rights of other successful bidders or workmen. The successful bidder will keep in touch with the entire operation and install his work promptly.
- (d) Bidders must acquaint themselves with conditions to be found at the site and shall assume full responsibility for placing and installing the equipment in the locations required.

33. Trade-Ins. Equipment for trade-in will be dismantled by the successful bidder and removed at his expense. All trade-in equipment is offered and represented simply "as is". Equipment for trade-in is available for inspection at the delivery point listed for new equipment, unless otherwise stated.

34. Tax Status. The District is a government agency and therefore sales to the District are exempt from the collection of sales and excise taxes, in accordance with the applicable laws of the State of New York and the United States Internal Revenue Code.

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35. Prevailing Wages. Contractor agrees to comply with the Westchester Country Prevailing Wage Rate Schedule for personnel providing service under this contract. The wages paid under this contract must not be less than the prevailing wages and supplements as set forth by law. The contractor is required to keep informed of all changes during the term of this contract that apply to individuals supplied by the Contractor for this contract. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

The applicable Prevailing Wage Rate Schedule for this contract is **2024003012**

NYS Home page: <http://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm>

PRC Search page: <http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showlt>

36. Fuel Surcharges/Overweight Charges. Mamaroneck Union Free School district will not pay fuel surcharges added to the invoice. Overweight charges must be submitted with a certified weight slip.

37. Assignment. No assignment or transfer of this contract is permitted without written consent of the District.

38. Warranty. In addition to the warranties required by the General Conditions herein, equipment must have industry standard warranties against material and production defects and structural failure. The District reserves the right to reject any and all bids that do not include warranties deemed sufficient by the District.

Warranty will be specific to maintenance requirements and performance standards of awarded product. The District reserves the right to reject any and all bids that do not include warranties deemed sufficient by the District. **Successful bidder must provide at least a one-year warranty on the installation, configuration, tuning and testing. Copies of the warranty for all equipment and installation shall be attached to Bid Proposal.**

39. Insurance Requirements

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the District/BOCES as an Additional Insured on the contractor's insurance policies, except for worker's compensation and N.Y. State Disability insurance.

II. The policy naming the district as an additional insured shall:

- a. Be an insurance policy from an A.M. Best A- rated or better insurer and **MUST** be licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create significant vulnerability and costs for the District.

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- b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
- c. Additional insured status shall be provided by standard (CG 20 26) or other endorsements that extend coverage to the District for on-going operations (CG 20 38) and products and completed operations (CG 20 37). The decision to accept an endorsement rest solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance.

III. The contractor agrees to indemnify the district for any applicable deductibles and self-insured retentions.

IV. Minimum Required Insurance:

Commercial General Liability Insurance

\$1,000,000 per occurrence / \$2,000,000 general aggregate.

Products and Completed Operations

\$2,000,000

Personal and Advertising Injury

\$1,000,000

Fire Damage

\$100,000

Medical Expense

\$10,000

Owners Contractors Protective (OCP) Insurance

\$1,000,000 per occurrence/\$2,000,000 aggregate with the District as the Named Insured

Automobile Liability

\$1,000,000 Combined single limit for owned, hired and borrowed and non-owned motor vehicles.

Workers' Compensation

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

Umbrella/Excess Liability

\$5,000,000 per occurrence and aggregate

Umbrella/Excess coverage shall be on a follow-form basis.

V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.

VI. Contractor acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The contractor is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

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VII. Sub-contractors are subject to the same terms and conditions as stated above must submit same to the District for approval prior to the start of any work.

VII. The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also the NYSIR, as the district's insurer. VIII. In the event the Contractor fails to obtain the required

40. Bid/Performance Bond Requirements: *There are no bond requirements for this contract.*

41. Payments. Payment for this work will be made upon completion of the work as outlined in this bid specification including system testing and performance to the satisfaction of the District.

42. Termination. The Board of Education reserves the right to terminate this bid contract, with or without cause, upon 30 days' written notice to the bidder

A Certificate of Insurance with Endorsement as described above naming the Mamaroneck Union Free School District as additionally insured on a primary and non-contributory basis must be provided and on file prior to the commencement of any work being performed in the District.

DOCUMENTS ATTACHED

APPENDIX A: CABLING PLANS BY BUILDING BY FLOOR

APPENDIX B: CONTRACTOR AGREEMENT FORM

APPENDIX C: BLANK W9 FORM

APPENDIX D: BLANK ACH REQUEST FORM

TECHNICAL SPECIFICATION

The installation requires running ½ INCH AIRDIELECTRIC PLEN-HELIALUM-CUT cabling at all hallways, mechanical rooms, auditoriums, and gyms. It will also require termination and installation of Dome Antennas at specific locations such as ceiling or walls. There will also be boosters installed at strategic locations. This will be the starting points for cable runs inside the building as well as the external antennas. The work will also require installing an outdoor antenna on the roof, preferably on the edge. Wall and/or ceiling penetration will be necessary for indoors and outdoors.

All material and equipment will be provided by District except for conduits and fasteners. Floor plans will be provided for visual purposes only, there may be location changes for boosters and external antennas.

Please see attached PDFs for building plans and cabling detail.

All Manufacturer instructions and operation manuals for equipment and components installed must be provided to the District upon project completion and is a requirement for payment for completed work.

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NO BID FORM

COMPLETE THIS FORM ONLY IF YOU ARE SUBMITTING A

“NO BID” AND WISH TO REMAIN ON OUR CONTRACTORS LIST

If you wish to remain on our contractor’s list for the above referenced bid, kindly fill out and return this form either mailed or faxed to my attention. Please make any applicable address or name corrections so that our files may be updated. Thank you.

Mamaroneck UFSD
Attn: Lauren Leone
Purchasing Agent
Purchasing Department
1000 West Boston Post Road
Mamaroneck, NY 10543
FAX: (914) 220-3091

FIRM NAME _____

TAX ID NO: _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

TITLE/POSITION: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____ E-MAIL: _____

“No Bid” Notification Page ONLY
(You need only return this sheet.)

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**BID PROPOSAL FORM CABLING AND INSTALLATION OF SURE CALL EQUIPMENT AT
CENTRAL SCHOOL, MURRAY AVENUE SCHOOL AND CHATSWORTH SCHOOL**

Bidder Company Name: _____

Contact Name: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____ Tax ID#: _____

Signature of Company Representative submitting proposal: _____ Date

The bidder certifies that he/she has familiarized himself with the specifications, has carefully read them, understands their contents and agrees to furnish the services requested at the prices quoted herein. Pricing to include all materials, supplies and ancillary costs. The District will not be responsible for costs above and beyond below quoted pricing.

Lot #1 Total project cost for Central School \$ _____

Lot #2 Total Project cost for Murray Avenue School \$ _____

Lot #3 Total project cost for Chatsworth Avenue School \$ _____

Total Project Cost \$ _____

****TOTAL PROJECT COSTS MUST INCLUDE REMOVAL OF EXISTING EQUIPMENT AND DELIVERY TO TECHNOLOGY DEPARTMENT OR LOCATION DESIGNATED BY THE DIRECTOR OF TECHNOLOGY OR DESIGNEE IF APPLICABLE.**

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REFERENCES

Company Name: _____

Contact Name: _____

Contact Phone: _____

Contact E-mail: _____

Company Name: _____

Contact Name: _____

Contact Phone: _____

Contact E-mail: _____

Company Name: _____

Contact Name: _____

Contact Phone: _____

Contact E-mail: _____

ACKNOWLEDGEMENTS

The undersigned attests to receiving all of the pages of this Bid Solicitation. There are **(18) pages to this original Bid Document, (12) in Appendix A, (2) pages in Appendix B, (6) pages in Appendix C and (1) page in Appendix D. If applicable, the undersigned also acknowledges receipt of any addenda applicable to this bidding process by initialing next to the addenda number.**

Addendum #1 _____

Addendum #2 _____

Addendum #3 _____

Signature

Date

Print Name

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NON-COLLUSIVE BIDDING CERTIFICATION

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

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:

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 its 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 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 the 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).

**MAMARONECK UNION FREE SCHOOL DISTRICT
23/24-MUFSD-024**

NON-COLLUSIVE BIDDING CERTIFICATION (cont.)

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 certifications referred to in subdivision II 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 corporation.

The bidder affirms the above statement as true under the penalties of perjury.

<p>CORPORATE SEAL [if bidder is a corporation]</p>	<p>BIDDER NAME:</p> <p>ADDRESS:</p> <p>PHONE #:</p> <p>FAX #:</p>
--	--

Authorized Signature

(Sign) _____

(Name & Title of Signer) _____

Notary

SWORN to before me this _____ day of _____, 2024

(Notary Public)

**MAMARONECK UNION FREE SCHOOL DISTRICT
23/24-MUFSD-024**

FORM OF DISCLOSURE

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE FIRM:

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____

1. Does any Mamaroneck Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the firm? _____ If yes, set forth the basis upon which a financial interest exists in the firm:

2. Has the firm or any of its officers, directors, partners, or controlling principals possessed any interest in transactions heretofore entered into with Mamaroneck School District? _____ If yes, please describe transaction(s):

3. Does any direct relative of a member of the Board, administrators, or staff possess any financial interest, directly or indirectly, in the firm (For purpose of this inquiry a direct relative is to be defined as a parent, spouse, child or sibling). _____ If yes, set forth below the Mamaroneck School District Board Member, administrator, or staff member whose relation possess an interest and the relationship:

THE UNDERSIGNED AFFIRMS THAT THE ABOVE STATEMENTS ARE TRUE AND UNDERSTANDS THAT ANY FALSE STATEMENT SHALL CONSTITUTE A VIOLATION OF THE PENAL CODE OR GENERAL MUNICIPAL LAW AS APPLICABLE.

Firm: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

**MAMARONECK UNION FREE SCHOOL DISTRICT
23/24-MUFSD-024**

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the

Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this _____ day of _____, 2024

(Notary Public)

**MAMARONECK UNION FREE SCHOOL DISTRICT
23/24-MUFSD-024**

FORMS TO BE SUBMITTED WITH BID

- 1. Proof of Contractor's Manufacturer certification to distribute and install Sure Call equipment**
- 2. Manufacturer Product and Warranty information, if applicable**
- 3. Installation Warranty**
- 4. Bid Proposal**
- 5. References**
- 6. Acknowledgements**
- 7. Non-Collusive Certificate**
- 8. Form of Disclosure**
- 9. Iran Divestment Compliance Certification**
- 10. Proof of Insurance**
- 11. Appendices completed as follows:**
 - APPENDIX B: CONTRACTOR AGREEMENT FORM**
 - APPENDIX C: BLANK W9 FORM**
 - APPENDIX D: BLANK ACH REQUEST FORM**