

CLARKSTOWN CENTRAL SCHOOL DISTRICT  
62 OLD MIDDLETOWN ROAD  
NEW CITY, NY 10956  
TEL. NO. (845) 639-6426  
FAX NO. (845) 639-6611  
salvarado@ccsd.edu

**INVITATION TO BID # RFB 2024-25.36**  
**CABLE INSTALLATION, AS-NEEDED**

**BIDS TO BE OPENED:**

**Time: 11:00 AM**

**Day: TUESDAY**

**Date: NOVEMBER 19, 2024**

**Place: CLARKSTOWN CENTRAL SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
62 OLD MIDDLETOWN ROAD  
NEW CITY, NY 10956**

**BID # RFB 2024-25.36: CABLE INSTALLATION, AS-NEEDED**

**SUBMIT BID TO:  
Clarkstown Central School District  
Attn: Sabrina Alvarado, Purchasing Department  
62 Old Middletown Road  
New City, NY 10956**

**In accordance with the provision of Section 103 of the General Municipal Law, an advertisement for bids was published. As stated in such notice, all bids must be delivered to the Purchasing Department no later than 11:00 AM on NOVEMBER 19, 2024, and such bids will be publicly opened and read on NOVEMBER 19, 2024 AT 11:00 AM at the Administrative Building, 62 Old Middletown Road, New City, NY 10956.**

**BID # RFB 2024-25.36: CABLE INSTALLATION, AS-NEEDED must be clearly marked on sealed envelopes.**

**Signed Bid Certification must be enclosed with response.**

**Since New York State Law requires original signatures on the Non- Collusive Bidding Certification and Signature Form. We CANNOT accept bids facsimile.**

## **BID SPECIFICATIONS**

### **SECTION I: INSTRUCTIONS TO BIDDERS**

1. Bids must be: (1) Submitted to the Board of Education, Clarkstown Central School District, on the bid form furnished by the District; (2) Prepared in accordance with the Specifications in the bid solicitation; (3) Enclosed in a sealed plain or opaque envelope bearing (a) name and address of the bidder, (b) name of the project or contract bid, bid number and time and date of opening and (4) Delivered no later than 11:00 a.m. on NOVEMBER 19, 2024 ("Delivery Deadline") to the Attention of: Sabrina Alvarado, Purchasing Department, 62 Old Middletown Road, New City, NY 10956.
2. The date and time of bid opening shall be NOVEMBER 19, 2024. In the event that the School District's Purchasing Office is closed the day of the Bid Opening, the bid(s) will be opened the next business day that the School District's Purchasing Office is open at the same time.
3. Paper bids must be CLEARLY LABELED: **BID #RFB 2024-25.36 – CABLE INSTALLTION - DO NOT OPEN - BID OPENING NOVEMBER 19, 2024, and must be in the format described herein.**
4. The timely submission of a bid or offer in compliance with instructions provided for such submission in the advertisement for bids or offers and/or the specifications shall be the responsibility solely of each bidder or offeror or prospective bidder or offeror. The bidder assumes the risk of any delay in the mail or handling of the mail by employees of the School District, Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
5. The Board of Education of the Clarkstown Central School District, in accordance with Section 103 of the General Municipal Law, hereby invites the submission of sealed bids for CABLE INSTALLATION, as set forth more fully herein.

### **SECTION II: PREPARATION OF BIDS**

1. All bids must be submitted on and in accordance with forms provided by the Board to the School District's Purchasing Office. All information required by Specifications and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.
2. The bid documents shall consist of the Invitation to Bid, Bid Specifications, General Conditions, Statement of Bidder's Qualifications, Reference Sheet, Non-Collusive Bidding Certification, Affidavit of Compliance, Certificate and Signature, Certification of Compliance with Iranian Divestment Act of 2012, Bidder's Statement of Sexual Harassment in Accordance with New York State Finance Law Section 139-1, and Bid Pricing Form(collectively "Bid Documents"). All Bid Documents must be completed and signed by an authorized representative of the firm submitting the bid. The bid Specification book must be kept intact.

3. Prices and information required, except signature of Bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. Paper bid signatures shall be in ink and in longhand.
4. Each bid proposal shall include all Bid Documents, duly completed and executed by the bidder. In addition, each bidder must:
  - provide employee certifications, as required by the Specifications
  - provide documentation evidencing the Bidder's experience as required by the Specifications
5. The School District reserves the right to make awards within ninety (90) 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 period of time. In no event may a bidder withdraw their bid less than forty-five (45) days prior to the date of bid opening. No amendments or requests for withdrawal will be considered after the final date/time of submission, and no oral amendments will be considered at any time. All prices and information required must be legible. Illegible, incomplete, conditional, vague or unclear bids may be rejected. To be considered for award, a bid must comply in all material respects with all terms, conditions and provisions as listed herein.
6. The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials and/or equipment required and a representation that the Bidder can furnish the supplies, materials and/or equipment satisfactorily in complete compliance with the Specifications. The failure or omission of any bidder to receive or examine any or all of those documents shall in no way relieve the bidder from performing any obligation required of him thereby.
7. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the Specifications must be set forth in space provided in bid for this purpose.
8. No oral interpretation of the Specifications, contract terms, these conditions and requirements or other contract document will be made to any Bidder, or if made, will not be binding on the District.
9. Written requests for such interpretation shall be mailed to the attention of: Sabrina Alvarado, Purchasing Department, 62 Old Middletown Road, New City, NY 10956 or sent via e-mail to: [bids@ccsd.edu](mailto:bids@ccsd.edu). Mailed or e-mailed requests for such interpretation must be received no later than five (5) days prior to the bid Delivery Deadline. Notice of any and all such interpretations and any supplemental instructions will be sent to all Bidders of record by the School District in the form of addenda to the Specifications. All addenda so issued shall be sent by e-mail or by fax and shall become a part of the contract documents. All bidders are responsible for ensuring that they have received all addenda issued. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligations under their proposal submitted.
10. The Successful Bidder shall have had no involvement whatsoever in the drafting of these specifications.
11. No bid will be considered unless submitted in the standard form hereinafter prescribed for that purpose, and must be enclosed in a sealed envelope. For paper bids, one original copy will be required and must bear on the outside the name and address of the bidder. The bid must be submitted

without change in phraseology, erasure, omission, addition, or condition. There is no expressed or implied obligation for the District to reimburse responding bidders for any expense incurred in preparing bids, or responding to this bid in any way, including but not limited to, any site visitation. Bids submitted after the stated time and date will not be considered and will be returned unopened.

12. Bids which are incomplete, conditional, or obscure, or otherwise not in compliance, may be rejected as not meeting the Bid Specifications.
13. Sales to School Districts are not affected by any fair trade agreements (General Business law, Ch 39, Sec. 369-a, Sub. 3, L 194.).
14. No charge will be allowed for federal, state or municipal sales and excise taxes since the School District is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the Bidder.
15. In all Specifications, the words "or equal" are understood after each article giving Manufacturer's name or catalog reference or any patented article. The decision of the School District as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, Bidder must in every instance give the trade designation of the article, manufacturer's name and detailed Specifications for the proposed item. Otherwise, the bid will be construed as submitted on the identical item as specified.
16. Bids for equipment must be on standard new equipment, the latest model and currently in production, unless otherwise specified.
17. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.
18. When bids are requested on a lump sum basis, the bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise, the bid for the group may be rejected.
19. All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise, the bid may be rejected.
20. The bidder must insert the price per unit and the extensions against each item in the bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
21. Prices shall be net including transportation and delivery charges fully prepaid by the Successful Bidder to the destination indicated in the proposal. If an award is made on any other basis, transportation charges must be prepaid by the Successful Bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
22. Where manufacturers' names and catalog references are used in the bid solicitation, they are intended only to designate type, size, materials and quality. It is not the intent to limit competition.

Quotes on "alternative but equal" items are invited, but must be designated as an alternate or substitute. Bids on alternate items will be considered only when an analysis of the specifications and/or sample clearly indicates that it is the "equal" of the specified item. *If you indicate any change in the item or items specified, you must submit a complete description including, without limitation, the manufacturer's name, model number, warranty terms, and complete product specifications of the item offered. Failure to include complete information for substitute products such as, without limitation, indicating a catalog number next to an item without substituting adequate details, will be considered an unauthorized change in specifications and not acceptable for consideration as an alternate or equal.*

23. All items supplied must carry a manufacturer's standard warranty against any defects in design, workmanship, and suitability for use, commencing upon date of delivery by bidder. Irrespective of the duration of the manufacturer's standard warranty, the successful bidder must guarantee the merchandise for a period of at least one year from the date of delivery ("guarantee period"). Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee period (or greater, if pursuant to the manufacturer's warranty) as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the District.
24. Where Unit Prices are called for and there is a discrepancy between the unit price and the extension, the unit price will govern, except where such an extension reflects a volume purchase discount. All prices are to be **F.O.B. Destination**. Including, but not limited to, Clarkstown Central School District, New York. All prices and information required must be legible and printed on the Bid Pricing Forms.
25. Bidders must supply copies of Department of Environmental Conservation Certificates of New York State Environmental Protection Agency Registration status for all E.P.A. registered products at the time of bidding. These Certificates must be included with your bid for each product that is E.P.A. registered.

### **SECTION III: AWARD**

1. Awards will be made to the lowest responsible Bidder, as will best promote the public interest, taking into consideration the reliability of the Bidder, the quality of the materials, the equipment or supplies to be furnished, their conformity with the Specifications, and the purposes for which they are required and the terms of delivery.
2. Only the adoption of a Board of Education resolution at a duly authorized Board meeting will obligate the District to the terms and conditions contained in the Bid documents.
3. Any contract resulting from the award of this bid shall be for a one (1) year term from the date of award.
4. The School District reserves the right to allow all municipal, not-for-profit and political subdivisions authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or

services awarded as a result of this bid in accordance with the latest amendments to NYS General Municipal Law. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the School District and the vendor.

Additionally, the School District reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it at any time.

5. The School District guarantees no minimum or maximum purchases or contracts as a result of award of this bid. Where a bidder is requested to submit a bid on individual items as well as total sum, the School District reserves the right to award the bid on an individual item basis or as a total bid award. The District reserves the right to order only those items for which a genuine need exists and for which funds are available.
6. The Board of Education reserves the right to accept or reject in whole or part any or all bids that it considers not to be in the best interest of the District, to waive any informality as to non-material errors or omissions in the bid submissions, to accept parts of a bid from more than one bidder, or to reject any and all bids, re-advertise, or accept that bid, or combination of bids which, in its judgment, is in the best interest of the District. All Bid Documents, together with the District's corresponding purchase order, Successful Bidder's response, and Notification of Award shall constitute the "Contract" between the District and the Successful Bidder. The acceptance of a Successful Bidder's bid response by the District's Board of Education constitutes the formation of the Contract, which is binding upon the Successful Bidder. Nevertheless, the District guarantees no minimum or maximum purchase as the result of the Award.
7. The District reserves the right to reject bids and to purchase items on a State contract if such items can be obtained on the same terms, conditions, Specifications and at a lower price. The School District reserves the right to purchase items or services included in this bid on State, County or other Governmental Agency contracts if such items can be obtained on the same terms, conditions, specifications and at a lower price if applicable when available.
8. If the Successful Bidder fails to deliver within the time specified, or within a reasonable time as interpreted by the School District, or fails to take 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(s) rejected or not delivered. The School District reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases, the Successful Bidder agrees to reimburse the School District promptly for excess costs incurred as a result of such purchases. Should the cost be less, the Successful Bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.
9. The Contractor shall perform all Services set forth in herein in conformance with any Federal, State or local law, rule, order or determination, as well as any guidance issued by the Center for Disease Control and Prevention or any New York State or local agency, which shall include but not be limited to the cleaning and disinfecting of surfaces, the use of face masks or coverings, the use of proper personal protection equipment, screening, testing, vaccinations, reporting, tracing and social

distancing protocols. The Contractor's compliance with this Paragraph shall not result in any additional cost to the District.

10. In performing the Services set forth herein, the Contractor shall be responsible for, at no additional cost to the District, providing its own personal protective equipment and any other equipment and/or materials reasonably deemed necessary to prevent the spread of COVID-19 or otherwise address a public health emergency.
11. Any goods and services shall be provided in conformance with any applicable Federal, State, or local laws, rules, regulations, Executive Orders, and/or District policies/regulations.
12. A bidder may be disqualified from receiving awards if such bidder or anyone in his employ has, in the sole judgment of the District, previously failed to perform satisfactorily in connection with public bidding or contracts. The District reserves the right to terminate the contract at any time and for any reason or no reason, in whole or in part, upon thirty (30) days written notice, and shall only remain obligated to pay the Contractor the pro-rata portion of the contract price for services that were provided. In the event of termination of the Agreement, Contractor shall cooperate with the District to wind down any activities hereunder and all reports or other materials due to the District from Contractor shall be promptly completed.

#### **SECTION IV: SCOPE OF SERVICES**

##### **1. Contract Term**

Any contract resulting from the award of this bid shall be for a one (1) year term from the date of award. The School District reserves the right to renew all or any part of this this contract for up to two (2) annual periods if mutually agreed to by the parties and approved by the School District.

##### **2. Scope**

The School District is requesting bids to provide and install cable (Fiber Optic, Ethernet or other type of network cable as needed) at School District locations as needed. A list of School District's location is available at [www.ccsd.edu](http://www.ccsd.edu)

Successful Bidder shall provide all labor, supervision, material, equipment and supplies required to install and terminate cable including any miscellaneous tooling and mounting hardware and consumables required.

Successful Bidder shall furnish, install and terminate all fiber strands as each location according to specifications.

All work shall be performed in accordance with product and service specifications, manufacturer's recommendations and industry best practice.

Successful Bidder shall provide design drawings, pre-built and completed as built drawings, as

requested by the School District that identify infrastructure topology, logical and physical routes depicting all optical termination and cross contact points.

Successful Bidder shall furnish and install pathways, metallic raceway systems and conduit (EMT) systems.

All work shall be performed in accordance with all applicable laws and building codes.

The purchase of equipment is not included in the scope of work. Materials purchased shall only be those required during the installation of cable.

Successful Bidder shall develop and submit to the School District for approval a labeling system for the cable installation. At a minimum, the labeling system shall clearly define all components of the system. Sample labels must be provide to and approved by the School District.

Successful Bidder shall test (100%) of all cables and termination hardware for defects in installation and to verify cable performance under installed conditions. Testing procedure should be submitted with bid response.

### 3. Requirements

Successful Bidder must have a minimum of three years' experience installing cable preferably for K-12 schools. Bid response must include a list of references for similar work that has been completed in the past three years.

Successful Bidder must be experienced and have staff trained to complete the work within the timeframe allocated by the School District.

Successful Bidder agrees to commence work within twenty-four (24) hours of notification by the School District. Successful Bidder must have sufficient personnel to be able to respond to a minimum of two projects simultaneously.

Successful Bidder shall have design and build expertise meeting standards defined in the IEEE 802.3bm Standard, 40 Gigabit Ethernet and 100 Gigabit Ethernet (100Gbe) routs.

Successful Bidder must have knowledge in and have field testing equipment available that meets standards defined in the IEEE, TIA/EIA or ISO/IEO Standards, Tier 1 and Tier 2.

The School District may terminate the bid award, without cause, upon thirty days written notice to Successful Bidder.

Invoices/Payment: Successful Bidder shall be paid for each job authorized with a purchase order issued by the School District. Properly executed invoices shall be submitted and include the following:

- Labor Charges: Invoices must describe the work performed and detail the number of man-hours worked at the contracted rates quoted in bid. The Successful Bidder agrees



and hereby certifies that all labor charges invoiced shall only reflect those charges that were required and necessary to complete the required work.

- Material Cost: Invoices must detail all parts that the Successful Bidder required to complete the work at actual cost of the parts plus mark-up. To verify the cost of the parts, Successful Bidder must attach a copy of vendor's invoice with parts invoices. The Successful Bidder agrees and hereby certifies that all parts and materials invoiced shall be at the lowest price available at the time considering the prevailing conditions and the circumstances by which the purchase was made. All parts must be new and of first quality.
- Invoices shall include purchase order number and department name.
- No travel time or minimums are allowed.

Other Conditions:

- Work may be performed on-site at School District facilities or at Successful Bidder's location.
- Purchase orders will be issued by the Purchasing Department for all work. Do not undertake any work before receiving a purchase order.
- Work must be guaranteed for a minimum of 90 days.
- All work must be approved by the School District.

4. Prevailing Wage

This contract is for a Public Work project and Prevailing Wage Rates apply. The Successful Bidder is required to comply with all regulations pertaining to Public Work projects. Certified payrolls shall be provided to the contracting agency as required by the NYS Dept. of Labor, and no payments will be made to Successful Bidder prior to receipt and review of certified payrolls.

**SECTION V: INDEMNIFICATION AND INSURANCE**

1. Indemnification

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the District, its Board of Education, the Board's and/or the District's agents, officers, trustees, attorneys, employees, staff, and volunteers, all in their individual and corporate capacities, for all

claims, demands, actions, lawsuits, judgments, settlements, costs, damages, and expense, including but not limited to attorney's fees, arising out of or resulting from any act, omission, error, recklessness or negligence of the Contractor, its officers, directors, agents, or employees, in connection with the performance of this Agreement. For the avoidance of doubt, the foregoing includes, but is not limited to, damage to property and/or bodily injury and/or death. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

## 2. Insurance

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the District as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and N.Y. State disability insurance.

The policy naming the District as an additional insured shall:

- a. Be an insurance policy from an A.M. Best rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the District.
- b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
- c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District for both on-going and completed operations. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the certificate of insurance.

The certificate of insurance must describe the specific services provided by the contractor (e.g., roofing, carpentry, plumbing) that are covered by the liability policies.

- a. At the District's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.
- b. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/05) must be included with the certificates of insurance.

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

Required Insurance:

- a. **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
- b. **Automobile Liability**

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

- c. **Workers' Compensation, Employers Liability and NYS Disability Insurance**  
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
- d. **Excess Insurance:** \$1,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.
- e. **Owners Contractors Protective Insurance**  
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the District as the named insured.

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

Sub-contractors are subject to the same terms and conditions as stated above and submit same to District for approval prior to start of any work. In the event the Contractor fails to obtain the required certificates of insurance from the subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend and hold harmless the District, its Board of Education, the Board's and/or the District's agents, officers, trustees, attorneys, employees, staff, and volunteers from any and all claims for which the required insurance would have provided coverage.

In the event of the failure of the Contractor to perform within the time stated, the Contractor shall be liable for and agrees to pay the District, on demand, the difference between the price or prices proposed and the price or prices for which such services shall subsequently be obtained.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR).

The Contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also NYSIR, as the District's insurer.

## **GENERAL CONDITIONS**

(For the purchase of materials, supplies and equipment)

All invitations to bid issued by the above named School District will bind Bidders and Successful Bidders to the conditions and requirement set forth in these general conditions and such conditions shall form an integral part of each purchase contract awarded by the School District.

## **DEFINITIONS**

**For purpose of these General Conditions, the following definitions shall apply:**

<b>"School District" or "District"</b>	-	Shall be the legal designation of the district who is contracting with the bidder for goods/services.
<b>"Notice to bidders"</b>	-	A formal statement which, when issued by the school district, constitutes an invitation to bid on the materials, supplies, and equipment described by the Specifications.
<b>"Board"</b>	-	The board of education of the school district who is contracting with the bidder for goods/services.
<b>"Bid"</b>	-	An offer to furnish materials, supplies, and/or equipment in accordance with the invitation to bid, the general conditions, special instructions, and the Specifications.
<b>"Bid Offer"</b>	-	The form on which the bidder submits his bid.
<b>"Bidder"</b>	-	Any individual, company, or corporation submitting a bid.
<b>"Contract" or "Agreement"</b>	-	a notice to the Successful Bidder by the issuance of a purchase order; also all documents relating to the transaction, including but not limited to, the Bid Pricing forms of the Successful Bidder, notice to bidders, general information, general conditions, special instructions, specifications, notice of award, bid proposal certifications; also a formal document signed by the bidder and the school district representative
<b>"Successful Bidder"</b>	-	Any bidder to whom an award is made by the school district.
<b>"Contractor"</b>	-	Any bidder to whom a contract award is made by the board of education
<b>"Specification"</b>	-	A description of materials, supplies, and/or equipment and the conditions for its purchase.

## **BIDS**

1. The date, time, and place of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on the Bid Pricing forms and in accordance with instructions provided by the board.
3. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
4. All information required by the Bid such as, without limitation, that set forth in the Notice to Bidders, General Conditions, Specifications, Information to Bidders/Supplemental Conditions, and bid pricing forms, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.
5. The non-collusive bidding certification must be included with each bid as required by General Municipal Law, section 103-d.
6. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the bid requirements.
7. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the Specifications must be set forth in space provided in bid for this purpose.
8. Prices and information required shall be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
9. No charge will be allowed for Federal, State, or municipal sales and excise taxes since the School District is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax.
10. In all Specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or where a copyrighted brand name, trade name, catalog reference, or patented product is referenced. References to such specific products are intended as descriptive, not restrictive, unless otherwise stated. Comparable products will be considered if proof of compatibility is provided, including, without limitation, appropriate catalog excerpts, descriptive literature, detailed specifications, test data, etc. . The decision of the School District as to whether an alternate or substitution is in fact "equal" shall be final. If such documentation is not furnished, the bid will be construed as submitted on the identical item as specified in the bid specifications.
11. Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise specified.
12. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.
13. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise bid for the group may be rejected.
14. All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.
15. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
16. Prices shall be net, including transportation and delivery charges fully prepaid by the Successful Bidder to destination indicated by the bid or an authorized District representative. If award is made on any other basis, transportation charges must be prepaid by the Successful Bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
17. All bids must be sealed. They must be submitted in envelopes furnished by the School District, if any. Otherwise, plain, opaque envelopes may be used, clearly marked "BID". Also the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Bids must not be attached to or enclosed in packages containing bid samples. Telephoned quotations or amendments will not be accepted at any time.
18. As set forth in the Bid Proposal Certification sheet, under penalty of perjury, the bidder must certify 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 surety on any bond furnished herewith prior to the official opening of the bid.
19. No interpretation of the meaning of the Specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the School District, not later than five (5) days prior to the bid Delivery Date. If deemed necessary in the sole discretion of the District, the District will answer the inquiry in writing in the form of an addenda to the bid solicitation which will be sent to all bidders solicited or of record. All addenda so issued shall become a part of the contract documents.
20. If the supplies, materials, or equipment are to be delivered over an extended period of time, or if the Specifications so state, then the Successful Bidder shall be required to execute an agreement in relation to the performance of his contract, such agreement to be executed by the bidder within fifteen (15) days after notification to execute such contract. The Successful Bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the School District. The performance bond shall be executed by the Successful Bidder at the time of the execution of the contract by the Successful Bidder and the board.

21. No Changes shall be made in the forms by the Bidder. Bid prices and all information required shall be typewritten or written legibly in ink. All bids shall be hand signed, and the signer's name shall also be typed or printed next to or under the signature, together with his/her title or designation. All requisite Bid Documents must be completed as well as all mathematical computations, including total amount of bid, if applicable. Failure to do so may result in the bid being disqualified. It is understood that upon award, all prices, bid terms and conditions as represented in this bid and all addenda thereto shall become part and parcel of the awarded contract.

#### **SAMPLES**

22. All Specifications are minimum standards; and accepted bid samples do not supersede Specifications for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.
23. The School District reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specification, the School District may reject the bid; or, if award has been made, cancel the contract at the expense of the Successful Bidder.
24. Samples, when required, must be submitted strictly in accordance with instructions; otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The School District will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the School District shall have the right to dispose of them as its own property.
25. 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 conditions imposed in the proposal, specification, etc.

#### **AWARD**

26. Awards will be made to the lowest responsible bidder or, as applicable, and at the District's discretion, on the basis of best value as in accordance with New York Law.
27. The District reserves the right to accept or reject in whole or part any or all bids that it considers not to be in the best interest of the District, to waive any informality as to non-material errors or omissions in the bid submissions, to accept parts of a bid from more than one bidder, or to reject any and all bids, re-advertise, or accept that bid, or combination of bids which, in its judgment, is in the best interest of the District. Also reserved is the right to reject bids and to purchase items on State, county, other Governmental Agency contracts or via such other means as authorized by law.

28. The School District reserves the right to make awards within ninety (90) days after the date of the bid opening during which period bids may not be withdrawn.
29. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award contracts on individual items, or on total sums, whichever is in the best interests of the School District.
30. If two or more bidders submit identical bids as to price, the decision of the board to award a contract to one of such identical bidders shall be final. (General Municipal Law, sec. 103, sub. 1.)

#### **CONTRACT**

31. Each bid will be received with the understanding that the acceptance thereof in writing by the board, to furnish any or all of the items described therein shall constitute a contract between the Successful Bidder and the School District. Contract shall bind the Successful Bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. The District may require the execution of a form of agreement.
32. The placing in the mail of a notice of award or purchase order to a Successful Bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract provided the Board of Education has so approved.
33. If the Successful Bidder fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by the School District, or fails to make replacement of rejected articles, when so requested immediately or as directed by the School District, the School District may purchase from other sources to take the place of the item rejected or not delivered. The District reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the Successful Bidder agrees to reimburse the School District promptly for excess costs occasioned by such purchases. Should the cost be less, the Successful Bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.
34. A contract may be canceled at the Successful Bidder's expense upon nonperformance of the Contract and as may otherwise be set forth in the General Conditions, Specifications and Form of Agreement. Cancellation of the Contract for any reason may result in removal of the Successful Bidder's name from mailing list for future proposals for an indeterminate period.
35. When commodities are rejected, they must be removed by the Contractor from the premises of the District within five (5) days of notification of rejection. Rejected items not removed by the Contractor within said five (5) days shall be regarded as abandoned by the Contractor and the School District shall have the right to dispose of the items as its own property. The Contractor shall promptly reimburse the School District for any and all costs and expenses incurred in effecting removal and disposition.
36. No items are to be shipped or delivered until receipt of an official purchase order from the School District.
37. It is mutually understood and agreed that the Successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of the School District.

38. Where the work performed under the Contract involves a trade or occupation required to be licensed by the Town of Clarkstown, or other appropriate jurisdiction, the Contractor shall be required to have such a license.

#### **INSTALLATION OF EQUIPMENT**

39. 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.
40. Equipment, supplies, and materials shall be stored at the site only on the approval of the School District and at the Successful Bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.
41. Work shall be progressed so as to cause the least inconvenience to the School District and with proper consideration for the rights of other Successful Bidders or workmen. The Successful Bidder shall keep in touch with the entire operation and install his work promptly.
42. 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.
43. Equipment for trade-in shall be dismantled by the Successful Bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the Successful Bidder shall be the same as covered in the Specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment as represented simply "as is." Equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.

#### **GUARANTEES BY THE SUCCESSFUL BIDDER**

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

Bidder shall make any such replacement immediately upon receiving notice from the School District.

#### **WAGES**

To the extent this contract is for public work or building service as covered by Article 8 or 9, respectively, of the New York State Labor Law, neither the Successful Bidder's employees nor employees of the Successful Bidder's subcontractors may be required or permitted to work greater than the number of hours or days in those statutes except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the New York State Department of Labor. In addition, in accordance with Labor Law section 220, rates which are the minimum rates to be paid on the project have been established by the Department of Labor. The Successful Bidder and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements including premium rates for overtime, as determined by the Department of Labor and in accordance with New York State Labor Law. Any person or corporation that willfully fails to pay or provide the prevailing rate of wages or supplements, faces penalties in accordance with New York State Labor Law including but not limited to criminal penalties and fines. To the extent required by and in accordance with law, every contractor and subcontractor shall submit to the School District, within thirty (30) days after issuance of its first payroll, and every thirty (30) days thereafter for months while work is being performed under this contract, a transfer of the original payroll record subscribed and affirmed as true under penalties of perjury. The School District shall be responsible for collecting, receiving, and reviewing certified payrolls. "Certified Payrolls" shall mean documents prepared and transmitted in accordance with labor laws covering workers on a public project.

Payments shall not be made to contractors unless and until such certified payrolls have been provided to the School District in accordance with New York State Labor Law. Failure to file payroll records in accordance with law may subject the contractor to criminal and/or civil penalties.

#### **DELIVERY**

45. Delivery must be made in accordance with the instructions to bidders and Specifications. If delivery instructions do not appear on the purchase 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. The burden of proof for delay in receipt of purchase order shall rest with the Successful Bidder.
46. The School District will not accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency, a replacement, or is overdue, in which event the convenience of the School District shall govern, and delivery shall be as per the directive of an authorized District representative.
47. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers and according to accepted commercial practice, without extra charge for packing cases, bailing, or sacks.
48. The Successful Bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school

district will note for the benefit of Successful Bidder when packages are not received in good condition.

49. Unless otherwise stated in the Specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the School District. The Successful Bidder will be required to furnish proof of delivery in every instance.
50. 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.
51. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered:
  - Contract Number and/or Purchase Order Number
  - Name of Article
  - Item Number (if applicable)
  - Quantity
  - Name of the Successful BidderThe 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**

52. The Successful Bidder shall establish and maintain complete and accurate records, documents and such other information ("Records") as related to the performance of its duties in accordance with the contract and shall maintain these Records for a minimum of six (6) years after the conclusion of the year in which the contract is made, or longer as may otherwise be required by law. The District shall, upon reasonable request, be permitted to examine such Records as maintained in connection with the performance of the contract.
53. Payment for the used portion of an inferior delivery will be made by the School District on an adjusted price basis.
54. Payment will be made only after correct presentation of claim forms or invoices are obtained from the ordering School District as may be required.
55. Payments of any claim shall not preclude the School District from making claim for adjustment on any item found not to have been in accordance with the contract Specifications.

#### **MISCELLANEOUS**

##### **56. Independent Contractor**

- a. Notwithstanding anything contained herein, the Successful Bidder is an independent contractor of the District, and the Contract shall not be construed to create any association, partnership, joint venture, employee or agency relationship between the Successful Bidder and the District for any purpose. The Successful Bidder has no authority (and shall not hold itself out as having authority) to bind the District and the Successful Bidder shall not make any agreements or representations on the District's behalf without the District's prior written consent.

- b. Without limiting clause (a) above, the Successful Bidder, its employees and/or agents will not be eligible under the Contract to participate in any vacation, group medical or life insurance, disability, or retirement benefits or any other fringe benefits or benefit plans, including but not limited to unemployment and Workers' Compensation, offered by the District to its employees, and the District will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on the Successful Bidder's, its employees' and/or agents' behalf. The Successful Bidder shall be responsible for, and shall defend and indemnify the District against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by the Successful Bidder in connection with the performance of the Services shall be the Successful Bidder's employees and contractors and the Successful Bidder shall be fully responsible for them.

##### **57. Provider of Services**

The District may accept or reject the services of any agent or employee of the Contractor and require another agent or employee of the Contractor to be assigned in his/her place.

##### **58. Governing Law**

The Contract between the District and the Successful Bidder shall be governed in all respects by the laws of the State of New York without regard to conflict or choice of law principles. Each party agrees to submit to the jurisdiction of the courts of the State of New York, County of Rockland, and, where applicable, the United States District Court for the Southern District of New York. As such, the Successful Bidder agrees that any action related to this Agreement shall be litigated in such courts and waives any defense it may have with regards to improper venue or *forum non conveniens*.

##### **59. Force and Effect**

If for any reason a court of competent jurisdiction finds any provision of this bid and/or any agreement between the District and the Successful Bidder to be invalid or unenforceable, that provision of the bid or agreement will be enforced to the maximum extent permissible and the other provisions of the bid and/or agreement will remain in full force and effect.

##### **60. Assignment**

The District and the Successful Bidder agree that no party may assign their rights, duties and/or obligations under the agreement without written consent of the other party..

##### **61. Incidents**

Contractor shall immediately notify the School District of any problems, situations, accidents or incidents that occur during the provision of the Services. Contractor shall make available any incident reports and/or other documentation regarding incidents and make available any Personnel as may be necessary to serve as a witness in an administrative hearing, court action, or other proceeding.

##### **62. Termination**

The District reserves the right to terminate the contract at any time and for any reason or no reason, in whole or in part, upon thirty (30) days written notice, and shall only remain obligated to pay the Contractor the pro-rata portion of the contract price for services that were provided. In the event of termination of the



Agreement, Contractor shall cooperate with the District to wind down any activities hereunder and all reports or other materials due to the District from Contractor shall be promptly completed. All portions of this Agreement which may reasonably be expected to survive the termination or expiration of this Agreement shall do so. In the event the Contractor fails to provide service in accordance with these Specifications and stated requirements, the Contractor shall be considered in breach of contract. In such event, the District shall have the right to terminate the contract immediately, enforce the Contractor's performance bond as required by the District, and/or seek legal redress, as appropriate. If the Contractor fails to execute an agreement within ten (10) days of being awarded the bid OR breaches the contract, it will be responsible for the costs the District incurs in either finishing the work themselves, or procuring another company to complete the work, the cost of materials used in excess of the bid price, and any and all associated costs.

**63. Conflicts of Interest**

The Successful Bidder represents that there are no conflicts of interest between the Successful Bidder and the District or that would otherwise limit Successful Bidder's participation in this Contract.

**64. Workers' Compensation Benefits**

The contract shall be void and of no effect unless the Successful Bidder shall maintain Workers Compensation coverage during the life of the contract for the benefit of its employees, to the extent required by law.

**65. Audits**

Successful Bidder agrees to cooperate with the State and its Agents and provide all information to them as may be required for the State and its Agents to fulfill their auditing or other legal responsibilities. This provision shall include but not be limited to records in which the State and/or its Agents require in order to determine either party's compliance with any Federal or State statutes or regulations applicable to this Agreement. In the event the Successful Bidder is required to furnish such information, it shall be furnished at such times as required by the State and/or its Agents.

**66. Entire Agreement**

The contract between the Successful Bidder and District shall be considered the entire contract between the parties and shall not be modified, except in writing signed by both parties.

**67. Non-Discrimination**

In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the District requires any person, organization, group or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including proposals) to comply fully with Title IX.

***TITLE IX STATES: NO PERSON SHALL, ON THE BASIS OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.***

Services provided under this Agreement shall be performed without regard to age, race/color, creed, national origin, sexual

orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, domestic violence victim status, pregnancy-related condition, prior arrest or conviction record, or any other group protected under applicable federal, state or local law, and the parties shall take affirmative action to ensure such individuals are afforded equal opportunities without discrimination.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**68. Enforcement**

Neither parties' course of dealing nor the failure, omission, or delay of either party to enforce any right under this Contract shall be construed as a waiver or limitation of that party's right to subsequently enforce every right under this Contract. Furthermore, no partial or single exercise of any right under this Contract shall be construed as a waiver or limitation of that party's right to subsequently enforce every right under this Contract. In order for a waiver to be effective under this Contract, it shall be expressly stated in writing and signed by the party to be charged with such waiver. Unless it is expressly stated and signed by the party to be charged, no waiver under this Contract shall constitute a continuing waiver, a waiver with regards to any other or subsequent breach/ default of such provision, or a waiver of any other right hereunder.

**69. Requisite Provisions**

Each and every provision of law and clause required by law to be inserted herein and the Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

**70. Save Harmless**

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the District, its Board of Education, the Board's agents, officers, trustees, attorneys and employees, all in their individual and corporate capacities, for all claims, demands, actions, lawsuits, judgments, settlements, costs, damages, and expense, including but not limited to attorney's fees, arising out of or resulting from any act, omission, error, recklessness or negligence of the Contractor, its officers, directors, agents, or employees, in connection with the performance of this Agreement. For the avoidance of doubt, the foregoing includes, but is not limited to, damage to property and/or bodily injury and/or death. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. An applicable insurance endorsement, naming the District as an additional insured, shall be submitted to the District by the Provider upon execution of the Contract.

**71. Notice of Litigation**

If any litigation is threatened or initiated in connection with the Services, Contractor shall promptly give the School Districts written notice of same

**72. Reservation of Rights**

The School Districts reserve all rights in law or in equity not otherwise expressly provided for herein.

**73. Compliance with Law and Guidance Relative to Public Health or Other Emergencies**

The Contractor shall perform all Services set forth in herein in conformance with any Federal, State or local law, rule, order or determination, as well as any guidance issued by the Center for Disease Control and Prevention or any New York State or local agency, which shall include but not be limited to the cleaning and disinfecting of surfaces, the use of face masks or coverings, the use of proper personal protection equipment, screening, testing, vaccinations, reporting, tracing and social distancing protocols. The Contractor's compliance with this Paragraph shall not result in any additional cost to the District.

**74. Compliance with American Disabilities Act and Section 504 of the Rehabilitation Act of 1973**

In compliance with the American with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination against any person who is qualified with a disability), the School District requires that any person, organization, group or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including proposals), to comply fully with such statutes and implementing regulations

**75. Work Made for Hire**

Any work first developed by the Contractor under this Agreement and prepared by the Contractor for the District shall be deemed property of the District as a work made for hire.

**76. Record Retention**

The Contractor shall comply with all record retention requirements applicable under law to the records pertaining to the Agreement and in no event shall records be retained for less than six (6) years from the end of the Term.

**77. Construction**

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against either party. Section headings in this Agreement are for convenience only and are not to be construed as part of this Agreement in any way or limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identification of the person or persons, firm or firms, corporation or corporations may require.

**78. Compliance**

All goods and services shall be provided in conformance with any applicable Federal, State, District and local law, rules, regulations, orders, determinations, and/or District policies/regulations.

**79. Authorization of Agreement**

No contract becomes binding on the District until the necessary funds have been approved for the fiscal year during which the contract is in effect followed with a District purchase order signed by the purchasing agent and any corresponding agreement is approved by the Board of Education of the District. The acceptance of a Successful Bidder's bid response by the District's Board of Education constitutes the formation of the Contract, which is binding upon the Successful Bidder.

**Note: A non-collusive bidding certification must be submitted with each bid.**

I HAVE READ THE FOREGOING AND AGREE TO ITS TERMS.

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_ Notary Public

### **ATTACHMENTS A-H**

- ATTACHMENT "A" STATEMENT OF BIDDER QUALIFICATIONS
- ATTACHMENT "B" REFERENCE SHEET
- ATTACHMENT "C" CERTIFICATE AND SIGNATURE
- ATTACHMENT "D" NON-COLLUSIVE BIDDING CERTIFICATION
- ATTACHMENT "E" AFFIDAVIT OF COMPLIANCE
- ATTACHMENT "F" CERTIFICATE OF COMPLIANCE WITH IRAN  
DIVESTMENT ACT OF 2012
- ATTACHMENT "G" BIDDER'S STATEMENT ON SEXUAL  
HARASSMENT
- ATTACHMENT "H" BID PRICING FORM

**ATTACHMENT "A"**  
**Statement of Bidder's Qualifications**

Questions may be answered on a separate attached sheet

1. Name of bidder \_\_\_\_\_
2. Permanent main office address  
\_\_\_\_\_
3. Type of Business Entity \_\_\_\_\_
4. If the bidder is a corporation, state the date and place of incorporation of the corporation.  
\_\_\_\_\_
5. For how many years has the bidder done business under its present name? \_\_\_\_\_
6. List the persons who are directors, officers, owners, managerial employees or partners in the bidder's business.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. a. Have any of the persons listed in Number 6 owned/operated/been shareholders in any other companies? If so, please state names(s) of the other company(ies).  
\_\_\_\_\_  
b. If the answer to number 7a is in the affirmative, list said persons and the names of their previous affiliations.  
\_\_\_\_\_  
\_\_\_\_\_
8. Has any director, owner or managerial employee had any professional license suspended or revoked? If yes, list the name of the individual, the professional license he/she formerly held, whether said license was revoked or suspended and the date of the revocation or suspension.  
\_\_\_\_\_
9. During the five year period preceding the submission of this bid, has the bidder been charged with any claims pertaining to unlawful intimidation or discrimination against any employee by reason of age, race/color, creed, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, domestic violence victim status, pregnancy-related condition, prior arrest or conviction record, or any other group protected under applicable federal, state or local law, and/or violations of an employee's civil rights or equal employment opportunities? If yes, list the persons making such

claim against the bidder, a description of the claim, the status of the claim and what disposition (if any) has been made regarding such claim.

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10. During the five-year period preceding the submission of this bid, has the bidder been named as a party in any lawsuit in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged? If yes, list all such lawsuits, the index number associated with said suit and the status of the lawsuit at the time of the submission of this bid.

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11. During the five-year period preceding the submission of this bid, has the bidder been the subject of proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of prevailing wages and/or supplemental payment requirements? If yes, please list each such instance and the status of the proceeding at the time of the submission of this bid.

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12. During the five-year period preceding the bidder's submission of this bid, has the bidder been the subject of proceedings involving allegations that it violated the Workers' Compensation Law including but not limited to the failure to provide proof of workers' compensation or disability coverage and/or any lapses thereof? If yes, list each such instance of violation and the status of the claimed violation at the time of the submission of this bid.

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13. Is the bidder currently charged or has the bidder, its officers, directors, owner and/or managerial employees been convicted of a crime or been the subject of a criminal indictment during the five years preceding the submission of this bid? If yes, list the name of the individual convicted or indicted, the charge against the individual and the date of disposition of the charge.

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14. During the five-year period preceding the bidder's submission of this bid, has the bidder been charged with and/or found guilty of any violations of federal, state, or municipal environment and/or health laws, codes, rules and/or regulations? If yes, list the nature of the charge against the bidder, the date of the charge, and the status of the charge at the time of the submission of this bid.

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15. Has the bidder bid on any projects within two years of this bid's due date? If yes, list the projects bid on, whether said bid was awarded to the bidder and the expected date of commencement of the work for said project. For those projects listed, if the bidder was not awarded the contract, state whether the bidder was the lowest monetary bidder.

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16. Have you ever failed to complete any work awarded to you? If yes, list where and the reasons therefore.

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17. Have you ever defaulted on a contract? If yes, list the contract and the reasons therefore.

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18. List your experience in work similar to this project.

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18. Specify the equipment you plan to use for this project. List whether said equipment is the property of the bidder or possessed by lease.

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SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_

Notary Public

## **ATTACHMENT “B”**

### **Reference Sheet**

I \_\_\_\_\_ certify that \_\_\_\_\_  
(name) (company)  
has completed the following work within the last three years:

Name of Business:	Contact Name:
Address:	Phone:
Date and nature of work:	Fax:
Approximate Contract Value:	Email:

Name of Business:	Contact Name:
Address:	Phone:
Date and nature of work:	Fax:
Approximate Contract Value:	Email:

Name of Business:	Contact Name:
Address:	Phone:
Date and nature of work:	Fax:
Approximate Contract Value:	Email:

Name of Business:	Contact Name:
Address:	Phone:
Date and nature of work:	Fax:
Approximate Contract Value:	Email:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(above-named representative)

**ATTACHMENT "C"**  
**Certificate and Signature**

Submission of a bid in response to this RFB shall be deemed a representation and warranty by the bidder to the District that: (a) the bidder has taken all necessary organizational action to authorize the execution, delivery, and performance of such bid; (b) the person executing this bid on behalf of the bidder has been duly authorized to sign and submit the bid of this entity for the project described in this Request; (c) the bidder shall include in such bid the certificate as to non-collusion required by section one hundred three-d (103-d) of the General Municipal Law as to the act and deed of such entity; and (d) the bidder shall be liable under the penalties of perjury for any inaccuracies or misstatements in such certificate.

NAME OF BUSINESS \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

FID No. \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

CONTACT EMAIL ADDRESS \_\_\_\_\_

EMAIL ADDRESS FOR PURCHASE ORDERS TO BE SENT (this is mandatory)

\_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_

Notary Public



**ATTACHMENT "D"**  
**Non-Collusive Bidding Certification**

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.

**II. Non-Collusive Bidding Certification**

1. The undersigned declares that (he/she has - they have) examined all aspects of the bid Documents (all of which are acknowledged as being part of the Contract), as well as all laws, ordinances, and regulations governing the work and (he/she proposes - they propose) to provide all materials, labor and related items necessary for the satisfactory completion of the work strictly in accordance with the documents listed above, and subscribes and affirms as true under penalties of perjury as required under 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 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 when (a) (1) (2) and (3) above have not been complied with; provided: however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail

the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which 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 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.

Signature (Authorized) \_\_\_\_\_

Title \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

**ATTACHMENT "E"**  
**Affidavit of Compliance**

**STATE OF**

**COUNTY OF**

\_\_\_\_\_, being duly sworn, deposes and says:

1. That (s)he is an officer or representative of \_\_\_\_\_ and that (s)he has the authority to sign this affidavit.
2. This affidavit is offered to the Clarkstown Central School District in connection with consideration for an award to \_\_\_\_\_ of such purchase contracts for goods or services as directed by the Board of Education, in accordance with New York state law and with District policy/regulation.
3. That no Officer, Employee or Stockholder of the above reference vendor is an Employee, in any position, Administrator or Board Member at the Clarkstown Central School District.
4. That no Officer, Employee or Stockholder of the above-referenced vendor is related to an employee in any position, administrator or Board Member, at the Clarkstown Central School District, except as designated below.

<b>Vendor: List Officer, Employee or Stockholder's Name</b>	<b>Position with Vendor</b>	<b>Clarkstown Employee, Administrator or Board Member Name</b>	<b>Relationship between parties</b>

Signed \_\_\_\_\_

Date \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_

\_\_\_\_\_  
Notary Public

## **ATTACHMENT "F"**

### **Certificate of Compliance with the Iran Divestment Act of 2012 Section 103-g of the New York State General Municipal Law**

- A. By submission of this bid/proposal, each bidder/bidder and each person signing on behalf of any bidder/bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/bidder cannot make the foregoing certification set forth in Paragraph A above, the bidder/bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

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Signature

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Title

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Date

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Company Name

**ATTACHMENT "G"**  
**Sexual Harassment Prevention & Training Certification**  
**Pursuant to Section 139-I**  
**of the New York State Finance Law**

State Finance Law § 139-I requires that every bid made to the state or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, 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 penalty of perjury:

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

**This form must be signed by an authorized executive or legal representative.**

In the event the bidder cannot make the above certifications, the bidder must provide a statement detailing the reasons therefore:

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**ATTACHMENT "H"**  
**BID PRICING FORM**

BIDDER \_\_\_\_\_

**Price Schedule**

Description	Est. Qty.	Unit of Measure	Unit Cost	Extended Cost
Labor Rate Monday – Friday 8:00 AM – 4:00 PM	200 hrs.	Hr.	\$ _____	\$ _____
Labor Rate Monday – Friday, 4:00 PM – 12:00 AM	300hrs.	Hr.	\$ _____	\$ _____
Labor Rate Weekend, 8:00 AM – 4:00 PM	20 hrs.	Hr.	\$ _____	\$ _____
Labor Rates Holidays, 8:00 AM – 4:00 PM	20 hrs.	Hr.	\$ _____	\$ _____
Percent Mark-up for Materials Required to Perform Work, if required	\$10,000	%	_____ %	\$ _____

Labor rate bid shall apply to all types of labor required to complete the work.

All quantities are estimates for evaluation purposes only. Work shall be ordered as-needed.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title