

**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](mailto:salvarado@ccsd.edu)**

**Date: October 1, 2021**

**BIDS TO BE OPENED:**

**Time: 11:00 AM**

**Day: Thursday**

**Date: October 21, 2021**

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

**BID # RFB 21-35: Ceiling Tile, As-Needed**

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

**BID # RFB 21-35 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.**

**PLEASE NOTE: The BOARD reserves the right to reject any or all bids. The BOARD reserves the right to increase or decrease the quantities in which case the unit price shall govern. The BOARD reserves the right to accept the total or to award by groups in which case separate contracts will be executed. The BOARD reserves the right to use State Contract if it is in their best interest to do so.**

## **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**

<b>“School District”</b>	<b>-shall be the legal designation of the district.</b>
<b>“Board”</b>	<b>- the Board of Education of the School District.</b>
<b>“Bid”</b>	<b>-an offer to furnish materials, supplies, and/or equipment in accordance with the invitation to bid, the general condition and the Specifications.</b>
<b>“Bid Offer”</b>	<b>-the form on which the Bidder submits his bid.</b>
<b>“Bidder”</b>	<b>-any individual, company, or corporation submitting a bid.</b>
<b>“Successful Bidder”</b>	<b>-any Bidder to whom an award is made by the School District.</b>
<b>“Specifications”</b>	<b>-description of materials, supplies, and/or equipment and the conditions for its purchase.</b>

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### **BIDS**

The date and time of bid opening will be given in the Notice to Bidders.

All bids must be submitted on and in accordance with forms provided by the Board to the School District's Purchasing office.

All bids received after the time stated in the Notice to Bidders will not be considered and will be returned 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.

In the event that 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.

All information required by Notice to Bidders, Specifications and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.

The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials or equipment required and a representation that the Bidder can furnish the supplies, materials or equipment satisfactorily in complete compliance with the Specifications.

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.

Prices and information required, except signature of Bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed or typewritten signatures are not acceptable.

Sales to School Districts are not affected by any fair trade agreements (General Business law, Ch 39, Sec. 369-a, Sub. 3, L 194.).

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.

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, bid will be construed as submitted on the identical item as specified.

Bids for equipment must be on standard new equipment, the latest model and currently in production, unless otherwise specified.

All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

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.

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.

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.

Prices shall be net including transportation and delivery charges fully prepaid by the Successful Bidder to the destination indicated in the proposal. 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.

Under penalty of perjury the Bidder certifies that:

- (a) the bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for bids; and,
- (b) the contents of the bid have not been communicated by the Bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

All bids must be sealed. They may be submitted either in plain opaque envelopes or in those furnished by the School District.

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, no later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all Bidders of record by the School District in the form of addenda to the Specifications. All addenda so issued shall become a part of the contract documents.

If the supplies, materials or equipment are to be delivered over an extended period of time, or if the Specifications so state, then the Successful Bidder may be required to execute an agreement in relation to the performance of his contract, such agreement to be executed by the Bidder within 15 days after notification to execute such contract. If the Specifications so state, the Successful Bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the attorney for the School District. The performance bond shall be executed by the Successful Bidder at the time of the execution of the contract by the Successful Bidder and the board.

### **SAMPLES**

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.

The School District reserves the right to request a representative sample of the item quoted either upon, prior to the bid 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.

Samples, when required, must be submitted strictly in accordance with instructions; otherwise, bid may not be rejected. 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 a descriptive memorandum 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 their 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.

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 the sample shall not entitle the Bidder to any relief from the conditions imposed in the bid, specification, etc.

## **AWARD**

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.

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 GML100 through 104. 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.

The School District guarantees no minimum or maximum purchases or contracts as a result of award of this bid.

The School District reserves the right to reject all bids. Also reserved is the right to reject any bid in whole or in part; to waive technical defects, qualifications, irregularities and omissions if in its judgment, the best interests of the School District will be served. Also reserved is the right to reject bids and to purchase items on State contract if such items can be obtained on the same terms, conditions, Specifications and at a lower price.

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.

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 School District may terminate this agreement for convenience upon thirty (30) days written notice.

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.

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.

## **CONTRACT**

Each bid will be received with the understanding that the acceptance thereof in writing by the School District, approved by the Board of Education, to furnish any or all of the items described therein shall constitute a contract between the Successful Bidder and the School District. Contract shall bind the Successful Bidder on his part to furnish and deliver at the prices and in accordance with the conditions of the bid. Contract shall bind the School District on its part to order from the Successful Bidder (except in the case of emergency) at the contracted prices for all items ordered and delivered within ten (10) percent over or under the award quantity, unless otherwise specified.

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.

If the Successful Bidder fails to deliver within the time specified, or within 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.

A contract may be canceled at the Successful Bidder's expense for non-performance of contract.

If the Successful Bidder fails to deliver as ordered, the School District reserves the right to cancel the contract and purchase the balance from other sources at the Successful Bidder's expense.

Cancellation of contract for any reason may result in removal of the Successful Bidder's name from bid lists for future bids for an indeterminate period.

When materials, equipment or supplies are rejected, they must be removed by the Successful Bidder from the premises of the School District within five (5) days of notification. Rejected items left longer than five (5) days will be regarded as abandoned and the School District shall have the right to dispose of them as its own property.

No items are to be shipped or delivered until receipt of an official purchase order from the School District.

It is mutually understood and agreed that the Successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or its right, title, or interest therein, or its owner to execute such contract, to any other persons, company or corporation without the prior written consent of the School District.

## **INSTALLATION OF EQUIPMENT**

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 conditions, the buildings broom cleaned and everything in perfect repair and order. Old materials are the property of the Successful Bidder unless otherwise specified.

Equipment, supplies and materials shall be stored at the site only with the approval of the School District and at the Successful Bidder's risk. In general, on-site storage should be avoided to prevent possible damage or loss of the material.

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 abreast of the entire operation and install his work promptly.

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 required location(s).

Equipment for trade-in shall be dismantled by the Successful Bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the Successful Bidder shall be the same as covered in the Specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is". Equipment is available for inspection only at the delivery point listed for new equipment unless otherwise specified.

## **GUARANTEES BY THE SUCCESSFUL BIDDER**

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, to the building or equipment, his own work or to the work of other Successful Bidder.
- (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 or furniture offered is standard, new or latest model of regular stock project or, as required by the Specifications, with parts regularly used for the type of equipment or furniture offered; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Undelivered items 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 item(s) at no cost to the School District
- (f) Any merchandise provided under the contract which 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 (one year from the date of acceptance of the replacement). The Successful Bidder shall make any such replacement immediately upon receiving notice from the School District.

## **DELIVERY**

Delivery must be made as ordered and in accordance with the bid 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. Burden of proof of delay in receipt of order shall rest with the Successful Bidder. Failure to deliver because of delayed payments or for any other reason except that described under Payments below will be cause for open market purchase by the School District at the expense of the successful Bidder.

The School District will not schedule any deliveries for Saturday, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement or are overdue, in which event the convenience of the School District shall govern.

Items shall be securely and properly packed for shipment, storage and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, ailing or sacks.



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 the Successful Bidder when packages are not received in good condition.

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 by the agent for the School District. The Successful Bidder will be required to furnish proof of delivery in every instance.

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 the Successful Bidder is responsible for notifying their truckers accordingly.

All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each of the items delivered:

Contact Number and/or Purchase Order Number

Name of Article

Item Number

Quantity

Name of Successful Bidder.

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

### **PAYMENTS**

Payment for the used portion of an inferior delivery will be made by the School District on an adjusted price basis.

Payment will be made only after correct presentation claim forms are obtained from the ordering School District.

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 general conditions and Specifications.

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

The contract will be required to satisfy all federal, state and local codes.

In accordance with Section 220 of the New York Labor law, the Industrial Commissioner, Department of Labor, State of New York, the prevailing rates of wages, including supplemental benefits thereto, are to be provided to workers, laborers and mechanics employed on public work projects at the time the work is being performed by the Successful Bidder.

“Certified Payrolls” shall mean documents prepared and transmitted in accordance with labor laws covering workers on a public project.

### **REFERENCES**

Bid response must include a minimum of three (3) references for work completed that is similar in nature to the scope of the bid. Please indicated the name and telephone number of a contact who can be called for a reference.

### **QUESTIONS**

Any questions regarding the bid documents, must be submitted, in writing, no later than five (5) business days prior to the bid due date as follows:

Sabrina Alvarado  
Purchasing Agent  
salvarado@ccsd.edu

### **OTHER**

Reasonable precautions shall at all times be exercised for the safety of the employees on the work applicable provisions of the FEDERAL, STATE, AND MUNICIPAL SAFETY LAWS, LABOR LAWS AND BUILDING AND CONSTRUCTION CODES shall be observed.

No assignment, transfer, conveyance, subletting or other disposition of all or any part of the bid, award, or contract, or of any of the monies due or to become due there under, or of any right, title or interest therein, or of the Bidder’s power to execute such contract to any other person, firm, or corporation will be valid or have any force or effect or will be permitted or allowed without the previous consent, in writing, of the owner.

## IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). 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, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the 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 person is in violation of the above-referenced certification, The School District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its 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 Contractor in default.

The School District reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

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

b. Notwithstanding paragraph a of this subdivision, the statement of non-investment in the Iranian energy sector may be submitted electronically in accordance with the provisions of subdivision one of section one hundred three of this article.

## NON-COLLUSIVE BIDDING CERTIFICATION

Please complete and return with your bid:

Firm Name: \_\_\_\_\_

Non-Collusive Bidding Certification:

By submission of this bid proposal, the Bidder certified that he is complying with Section 103-d of the General Municipal law as follows:

Statement of non-collusive 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.”

(a) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons 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.

(b) The fact that a Bidder (a) has published price lists, rates, or tariffs covering item being procured, (b) has informed prospective customers or 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 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.
3. That said Bidder, or any member, partner, director, officer, principal or owner thereof, has NOT been disqualified from selling to, submitting bids to, receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, within the last five (5) years.

(An explanation may be attached at the Bidder's discretion.)

4. That said Bidder, or any member, partner, director, officer, principal or owner thereof is NOT currently under indictment for, nor has it, he, or she been convicted of a conspiracy to prevent competitive bidding on public contracts whether directly or indirectly, or by scheme or arrangement to submit a fraudulent or collusive bids, or to refrain from submitting a bona fide competitive bid, within the last five (5) years.

(An explanation may be attached at the Bidder's discretion.)

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SIGNATURE (AUTHORIZED)

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DATE

## CERTIFICATE AND SIGNATURE FORM

Please complete and return with your bid:

The Bidder declares and certifies:

1<sup>st</sup>: that no member of the Board of Education of the CLARKSTOWN CENTRAL SCHOOL DISTRICT, County of Rockland nor any officer or employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

2<sup>nd</sup>: That the said Bidder has carefully examined the Instructions to Bidders, Schedules and Specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish, and deliver at the prices bid and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, services or labor for which this bid is made.

3<sup>rd</sup>: Other Disclosure

Are you related to any employee of the Clarkstown Central School District that is directly or indirectly involved in any of the following transactions for which the Clarkstown Central School District was, or is to be a party? \_\_\_\_\_ Yes \_\_\_\_\_ No

-Sale, purchase, exchange or leasing of property? \_\_\_\_\_ Yes \_\_\_\_\_ No

-Receiving or furnishing of goods, services or facilities? \_\_\_\_\_ Yes \_\_\_\_\_ No

-Transfer or receipt of income or assets? \_\_\_\_\_ Yes \_\_\_\_\_ No

-Maintenance of bank balances as compensating balances for the benefit of another? \_\_\_\_\_ Yes \_\_\_\_\_ No

-Are you related to any employee of the Clarkstown Central School District? \_\_\_\_\_ Yes \_\_\_\_\_ No

-Have you received any direct or indirect information not available through the RFP or bid process from any employee of the Clarkstown Central School District? \_\_\_\_\_ Yes \_\_\_\_\_ No

The full names and title of all persons interested in this bid as principals are as follows:

_____ _____ Date: _____ Firm: _____ Address: _____ _____	_____ _____ Phone No.: _____ Fax No.: _____ Federal Tax ID No: _____
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**Contact Person For Bid Inquiries:**

Phone No.: \_\_\_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**Subscribed and Sworn to Before Me**

**This \_\_\_\_\_ Day of \_\_\_\_\_ YEAR \_\_\_\_\_**

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

### NON-BIDDER'S RESPONSE RFB 21-35

The Board of Education of the Clarkstown Central School District is interested in the reasons why prospective Bidders fail to submit bids, and in maintaining our bid lists up to date. Failure to submit a bid, or to reply as to reason for not bidding, may result in removal of your firm from our Bidder's list. If you are NOT submitting a bid for this proposal, please indicate the reason(s) by checking off one or more of the items below, and return the form to us.

NOTE: Completion and submission of this form is not necessary if the bid is made on one or more of the items in the attached Bid Proposal.

We are NOT interested in bidding for the reason(s) indicated below:

\_\_\_\_\_ Unable to bid at this time, but would like to receive future bid proposals. Date available for future bidding: \_\_\_\_\_.

\_\_\_\_\_ Items or material not: \_\_\_\_\_ manufactured  
\_\_\_\_\_ distributed  
\_\_\_\_\_ stocked  
\_\_\_\_\_ furnished

by our company.

\_\_\_\_\_ Materials or items we have to offer do not fully meet all the requirements of standards specified.

\_\_\_\_\_ Delivery quantities too small.

\_\_\_\_\_ We cannot meet the time of delivery of items or materials specified.

\_\_\_\_\_ Insufficient time allowed for preparation and submission of bid.

\_\_\_\_\_ Other reasons: \_\_\_\_\_.

You may remove our name from the bid list for: \_\_\_\_\_ This commodity class.

\_\_\_\_\_ This item or material

\_\_\_\_\_ All bids

Firm Name: \_\_\_\_\_ Authorized signature \_\_\_\_\_.

Address: \_\_\_\_\_ Date: \_\_\_\_\_.

**HOLD HARMLESS  
(CONTRACTORS OR TRANSPORTATION)**

The \_\_\_\_\_ (name of Contractor) hereby agrees to defend,  
and hold harmless the \_\_\_\_\_ (name of District) from and  
Against any and all liability, loss, damage, claim or action, to the extent permissible by law, arising out of  
Operations or services performed by the Contractor under the above referenced contract (including  
the transportation of students).

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

\_\_\_\_\_  
Date

(Text in brackets for use in transportation contracts only)



## INSURANCE AGREEMENT – CONTRACTORS

1. 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.
2. 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.
3.
  - a. 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.
  - b. 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.
  - c. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/05) must be included with the certificates of insurance.
4. The contractor agrees to indemnify the District for any applicable deductibles and self-insured retentions.
5. 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:** \$ \_\_\_\_\_ 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.]
  - f. **Builders Risk Insurance or Installation Floater**  
*Coverage shall be on a direct risk of loss basis in the amount of \$ \_\_\_\_\_. The District shall be an additional insured, as their interest may apply.*

6. 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.

7. 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.

**CLARKSTOWN CENTRAL SCHOOL DISTRICT**

**WRITTEN ASSUANCE NO EMPLOYEE HAS BEEN CONVICTED OF A CRIME, OR IS UNDER INDICTMENT OR INVESTIGATION FOR A CRIME.**

Please sign this form which provides written assurance that none of \_\_\_\_\_ employees or **Contractor's Name**\_\_\_\_\_.

Representatives who will be on school grounds/facilities have been convicted of a crime, or are under indictment or investigation for a crime.

Misrepresentation of these assurances may result in termination of the contract of work and disqualification from any future work within the Clarkstown Central School District.

\_\_\_\_\_  
President/CEO Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Sexual Harassment Prevention & Training Certification  
Pursuant to Section 139-l  
of the New York State Finance Law**

State Finance Law § 139-l 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CERTIFICATION OF EXPERIENCE

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)

Witnessed by: \_\_\_\_\_ Signature: \_\_\_\_\_  
(witness)

## SPECIFICATIONS

### 1. SCOPE

- 1.1. Provide ceiling tile, as needed, for a period of one (1) year from bid award. Prices must remain for one (1) from bid award.
- 1.2. Ceiling tile bid must be 100% asbestos free. Bid response must include certification that products bid are 100% asbestos free. If the certification that ceiling tile bid is 100% asbestos free is not included with the bid response, bid shall be considered non-responsive and rejected.
- 1.3. Pricing must be in accordance with the brands specified. If bidding an alternative brand, a sample must be included with the bid response. The School District's decision in regard to their determination of whether samples are equal to the specified brand names shall be final.
- 1.4. All quantities are estimates, for evaluation purposes only. Purchase orders will be issued on an as-needed basis.
- 1.5. All prices must include delivery.

### 2. SUCCESSFUL BIDDER QUALIFICATIONS

- 2.1. Provide a minimum of three references for similar work performed within the last five years. The Certificate of Experience must be completed and included with the bid response.

### 3. MATERIAL

- 3.1. Material shall be provided in accordance with the specifications. If using material other than specified, a complete list of the material must be included in the bid response.

### 4. AMENDMENTS TO BID

- 4.1. Any verbal information obtained from or statements made by any representative of the School District at the time of examination of the documents or site shall not be construed in any way to as amending the bid documents. Only such corrections or addenda that are issued by the Purchasing Agent in writing to all bidders shall become part of any resulting bid award.

## Price Schedule

**Bidder:** \_\_\_\_\_

Item Description	Est. Qty.	Price/Case	Extended Price	Brand Name
Armstrong School Zone Fine Fissured 1713 Ceiling Tile, 2'x 2' Ceiling Tile, 15/16 Grid, 64 Sq. Ft., Color: White	60			
Armstrong School Zone Fine Fissured 1714 Ceiling Tile, 2'x 4' Ceiling Tile, 15/16 Grid, 64 Sq. Ft., Color: White	60			

**Manufacturer's Warranty:** \_\_\_\_\_

**Minimum Order, if applicable:** \_\_\_\_\_