



**REQUEST FOR PROPOSAL
RFP # 2025-03**

**LABOR AND MATERIALS
BURNER/BOILER EQUIPMENT REPAIR SERVICE**

PROPOSAL TO BE RECEIVED ON OR BEFORE

July 1, 2024

11:00 AM

**SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT
60 WESTON STREET
HUNTINGTON STATION, NY 11746
Telephone (631) 812-3015
Fax (631) 812-3019**

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

BOARD OF EDUCATION
SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT
60 WESTON STREET
HUNTINGTON STATION, NY 11746

NOTICE TO BIDDERS

On behalf of a cooperative of certain school districts in Suffolk County, the Board of Education of the South Huntington Union Free School District, Huntington Station, New York, (the Lead School District) in accordance with Section 103 of General Municipal Law, hereby invites the submission of sealed bids from reputable and qualified contractors for the provision of labor and materials for the following contract:

**COOPERATIVE BID: #2025- 03 – LABOR AND MATERIALS
BURNER/BOILER EQUIPMENT REPAIR SERVICES
July 1, 2024/ 11:00 a.m.**

This is a Cooperative bid. Participating school districts are as follows:

Amityville, Central Islip, Cold Spring Harbor, Commack, Copiague, Hauppauge, Islip, Middle Country School District, Miller Place, North Babylon, Port Jefferson, Rocky Point, Smithtown, South Hampton, South Huntington, West Islip, Western Suffolk BOCES

Bids are for the term of August 1, 2024 through July 31, 2025 will be received until the above- stated hour of prevailing time and date at the Purchasing Office of the South Huntington School District located at 60 Weston Street, Huntington Station, NY 11746, at which time and place all bids will be publicly opened and read aloud. In the event of a school closure, the proposals will be opened on the next business day that school is in session, Specifications and bid forms may be obtained at the same office beginning **June 13, 2024**, Monday through Thursday, between the hours of 8:30 am and 3 pm, excluding holidays. All questions regarding cooperative bids shall be submitted in writing emailed and/or faxed to the attention of Sheila Buhse, Purchasing Agent, sbuhse@shufsd.org, Fax: 631-812-3019.

Bids must be presented on the standard proposal form in the manner designated and as required by the specifications. All bids must be enclosed in sealed envelopes which are clearly marked on the outside:

“South Huntington Union Free School District- Cooperative Bid for Labor and Materials- Burner/Boiler Equipment/Maintenance Repair Services.” Bids shall remain for a period of forty-five (45) days following the date of the bid opening.

Each Board of Education reserves the right to waive any informalities in or to reject any or all bids, or to accept that bid which, in the Board of Education’s judgement, is in the best interest of the School District. The Boards of Education further reserve the right to consider experience, service and reputation in the above referenced fields. In addition, the Boards of Education reserve the right to consider the financial responsibility and specific qualifications, set forth in the bid specifications, of the prospective bidder in evaluation of the bids and awards of contracts.

BOARD OF EDUCATION
South Huntington Union Free School District

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

COOPERATIVE BID: #2025- 03 – LABOR AND MATERIALS BURNER/BOILER EQUIPMENT REPAIR SERVICES

INSTRUCTIONS TO BIDDERS

1. Carefully inspect all general and special provisions of the Bid Documents.
2. Complete all forms. Be sure to sign in all required places. It is the bidder's responsibility to copy all documents that are to be returned with the bid (see Bidder's Checklist – page 23).
3. All materials submitted to the School District pursuant to this bid shall become the property of the School District and will not be returned to the bidder. The bidder is responsible for making its own copies of any or all parts of the Bid Documents for its files. After a contract is awarded or one or more bids are rejected, bids may be made available upon request pursuant to the Freedom of Information Law ("FOIL") for public inspection, except to the extent that certain personally identifiable information may be redacted as an invasion of personal privacy or the bidder has designated, and the School District concurs that certain information constitutes a trade secret or other proprietary information or data. If a bidder believes that a portion of its proposal contains trade secrets or other proprietary data that should remain confidential and not be disclosed, a statement advising the School District of this fact shall accompany the bid and the information is to be identified wherever it appears. Identifying an entire bid as proprietary is unacceptable and will result in no part of the bid being treated as containing a trade secret or other proprietary information or data.
4. Bids must be presented in a sealed, opaque envelope(s) addressed as follows:

Board of Education
South Huntington School District
60 Weston Street
Huntington Station, NY 11746
Attn: Sheila Buhse, Purchasing Agent
5. Bids shall remain open for a period of forty-five (45) days following the date of the bid opening.
6. Bids will be received until 11:00 a.m. on July 1, 2024 at the South Huntington School District, Huntington Station, New York. All bids will be publicly opened at the above-stated time at the School District's Business Office located at 60 Weston Street, Huntington Station, NY 11746.
7. The bidder to whom a contract is awarded must comply with all New York State Labor Laws, including compliance with the current prevailing wage rates. All invoices must be accompanied by certified payrolls in order for payments to be processed.

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

COOPERATIVE BID: #2025- 03 – LABOR AND MATERIALS BURNER/BOILER EQUIPMENT REPAIR SERVICES

BIDDING PROCEDURE AND REQUIREMENTS

1. Bidders shall be responsible for visiting the respective sites to fully familiarize themselves with the scope of work required under the contract intended to be awarded.
2. Where so indicated by the makeup of the Bid Form(s), sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words will govern.
3. A bidder shall not make any stipulations on the Bid Form(s) or qualify its Bid in any manner. No bid will be considered which purports to qualify, limit, amend or omit any requirement of the Bidding Documents.
4. A bid shall include the legal name of the bidder(s) and a statement whether the bidder(s) is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the bidder(s) to a contract. A bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed on the signature pages of each Bid Form. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the bidder.
5. Bidders will provide, along with the completed Bid Form(s), evidence demonstrating an ability to provide the requested services, including, if applicable, a list of any and all school districts of a similar size which the bidder(s) has served during the past five (5) years and a summary of their experience over at least five (5) years of successful completion of the services required herein in compliance with the applicable laws, rules and regulations of the State of New York.
6. Bidders will also provide the last three (3) years of audited financial statements.
7. Bidders must include a reference list, setting out the names of all school districts served by it with comparable services, and shall further set out the name and telephone number of each business official or other school district liaison/individual with knowledge of the comparable services provided by the bidder(s).
8. All information required in the Notice to Bidders, Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, Technical Specifications and Bid Form(s), in connection with each item against which a bid is submitted, must be provided to constitute a regular bid.
9. No alteration, erasure, or addition is to be made to the typewritten or printed matter. Any deviations from the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, or Technical Specifications will constitute sufficient grounds for rejection of a bid.
10. 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 by hand in ink and the full name of the person who provided the signature shall be legibly printed below the signature. Facsimile, printed, or typewritten signatures are not acceptable. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature.
11. No charge will be allowed for federal, state, or municipal sales and excise taxes since the School District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

BIDDING PROCEDURE AND REQUIREMENTS- CONTINUED:

12. All bids received after the time stated in the Notice to Bidders will 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/her bid deposited on time at the place specified.

13. THE BOARD OF EDUCATIONS RESERVE THE RIGHT TO WAIVE WHAT IT DEEMS TO BE BIDDING OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC BID, TO WAIVE WHAT IT DEEMS TO BE INFORMALITIES RELATING TO THE BIDDING PROCESS, TO WAIVE WHAT IT DEEMS TO BE TECHNICAL DEFECTS, IRREGULARITIES AND OMISSIONS RELATING TO A SPECIFIC BID, TO REQUEST ADDITIONAL INFORMATION FROM ANY BIDDER, TO REJECT ANY AND ALL BIDS, TO RE-ADVERTISE AND INVITE NEW BIDS, OR TO ACCEPT THE WHOLE OR A PART OF A BID, OR TO ACCEPT PARTS OF BIDS FROM MORE THAN ONE BIDDER AS IN THE BOARD'S JUDGMENT, IS IN THE BEST INTEREST OF THE SCHOOL DISTRICT.

14. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with these Bid Documents, including but not limited to the Bid Form(s), Specifications and Technical Specifications.

15. All bids must be sealed and submitted either in plain opaque envelopes, or in those furnished by the School District. All bids must be addressed to:

Board of Education,
South Huntington School District
60 Weston Street
Huntington Station, NY 11746
Attention: Sheila Buhse, Purchasing Agent.

Bid envelopes must be clearly marked:
**COOPERATIVE BID: #2025- 03 - LABOR AND MATERIALS
BURNER/BOILER EQUIPMENT REPAIR SERVICES**

The date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Email and/or telephone quotations or amendments will not be accepted at any time. All materials submitted with the Bids will become the property of the School District and will not be returned.

16. The contract to be awarded as a result of this solicitation of bids shall have a term of August 1, 2024 through July 31, 2025.

17. Bidders shall submit their bids on the provided Bid Form(s). Bidder's prices shall include all costs associated with the work to be performed. Such costs shall include the necessary labor, equipment, materials, transportation, and utensils to complete the work as required by the School District.

18. Each bidder awarded a contract shall be responsible for complying with all laws, rules, regulations, codes and/or ordinances that apply to the services to be rendered or the materials to be supplied.

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

BIDDING PROCEDURE AND REQUIREMENTS- CONTINUED:

19. Any bidder awarded a contract as a result of this solicitation of bids must comply with the prevailing wage rates that are applicable to the labor and services to be provided. All wages and supplements paid to laborers performing any work of a contract awarded as a result of this solicitation for bids shall be in accordance with the New York State Department of Labor Prevailing Wage Schedule. Prevailing Wage Rates are subject to change annually on July 1st. Any bidder awarded a contract is responsible to meet the wages as posted by NYSDOL July 1st every year.

20. The South Huntington School District shall have the unilateral option of extending or renewing the contract(s) awarded as a result of this solicitation of bids for two (2) consecutive additional periods of twelve (12) months, each upon the same terms and conditions as are contained in these Bid Documents. The School District each year will consider, upon request, an inflationary increase not to exceed the Consumer Price Index for December from the New York area based upon index for all urban consumers (C.P.1-U). Said options shall be deemed to have been exercised upon formal written notification thirty (30) calendar days prior to the expiration of any contract awarded as a result of this solicitation for bids provided that the Purchasing Agent shall have given preliminary notice of the South Huntington School District's intention to renew at least sixty (60) calendar days before the awarded contract(s) is to expire. (Such a preliminary notice will not be deemed to commit the South Huntington School District to exercise the option.) If the South Huntington School District exercises the option for the first additional twelve (12) month period, the contract as renewed shall be deemed to include the option provision for the second additional twelve (12) month period. However, the total duration of the awarded contract, including any option(s) under this clause, shall not exceed thirty- six (36) months.

21. Each bid will be received with the understanding that its acceptance, in writing, by the School District, approved by the Board of Education, to furnish any or all of the items described shall constitute a Contract between the accepted bidder and the School District that incorporates all the terms and requirements of the Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, and Technical Specifications) and the accepted portion of the bidder's bid. The Contract shall bind the accepted bidder to furnish the labor and material required at the prices set forth in the accepted portion of its bid.

22 The placing in the mail of a notice of award to an accepted bidder, to the address given in the bid, will be considered sufficient notice of award of a Contract.

23. It is mutually understood and agreed that any bidder awarded a Contract shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the prior written consent of the School District.

24. These Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, and Technical Specifications) any Addenda issued by the School District, and the accepted portion of the submitted bid shall form a part of the awarded Contract(s) and the provisions thereof shall be binding upon the School District and the accepted bidder(s). The term "Contract Documents" shall include all of the aforesaid together with the Contract itself.

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

BIDDING PROCEDURE AND REQUIREMENTS- CONTINUED:

25. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted in it and the Contract 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.

26. It is understood that the Contract in no way excludes the School District from using its own forces, or services provided by other school districts or BOCES, or in any way limits the School District from using other contractors in performing similar or other services.

27. Bid results will be available after a contract(s) is awarded by Board of Education or all bids are rejected.

28. **IRAN DIVESTMENT ACT-** By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, the bidder certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2013" list ("Prohibited Entities List") posted on the OGS website at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize for any awarded Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, each Bidder is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the awarded Contract is renewed or extended. During the term of the awarded Contract, should South Huntington School District receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, South Huntington School District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then South Huntington School District shall take such action as may be appropriate and provided for by law or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the bidder(s) awarded a Contract in default.

South Huntington School District reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension 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. The attached Iran Divestment Act of 2012 Certification Form must be signed, notarized and returned by each bidder with its bid.

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

COOPERATIVE BID: #2025- 03 – LABOR AND MATERIALS

QUALIFICATION OF THE BIDDERS

The work and services described in these Bid Documents include the performance of activities directly affecting the health and safety of the students and staff of the School District and the public generally. The School District may make any investigation necessary to determine the ability of the bidder to fulfill the terms of any contract(s) awarded as a result of this solicitation of bids, and the bidder shall furnish the School District with all such information for this purpose as the School District may request. If, in the opinion of the School District, the bidder is not properly qualified or responsible to perform any obligations of the Contract bid upon, the School District reserves the right to reject its bid.

The following minimum requirements must be met to qualify for bidding:

- a) Bidder must possess and demonstrate facilities, knowledge, and capabilities to satisfy all requirements of the Bid Documents.
- b) Bidders shall be knowledgeable and qualified to provide a wide range of service and/or repairs to the School District's equipment and/or facilities. Proof of said qualifications and specific training shall be furnished to the School District together with the bid. Employees who possess specialized training, skill or experience with the equipment on site shall be clearly noted with the bid.
- c) Each bidder must demonstrate that it is a responsible service and maintenance organization possessing adequate financial resources to accomplish the various services as described herein and that it has a satisfactory record of performance and integrity.
- d) Bidders shall be able to demonstrate at least (5) five years of continuous commercial service or maintenance work. References shall be provided as set forth herein. The School District reserves the right to request additional documentation or information from the bidders as a means of determining qualifications and/or responsibility.
- e) Bidder must include a reference list, setting out the names of all school districts served by it with comparable services, and shall further set out the name and telephone number of each business official or other school district liaison/ individual who has knowledge of the services performed by the bidder.
- f) Bidder must submit a list of names and addresses of any person or entity owning 10% or more of the company. Should any person or entity listed have ownership of another company, such information shall be disclosed. If bidder is a publicly traded corporation, the latest annual report listing all officers shall be provided.
- g) Bidder must be responsible, as demonstrated by:
 - a. A lack of pending lawsuits or substantive outstanding judgments or liens, including Federal or State tax liens.
 - b. No denials of performance bonds within the last seven (7) years.
 - c. A satisfactory credit history as evidenced by a review that may be made by the School District.
 - d. Work performance on other projects.
 - e. Such other information as the Board of Education, in its sole discretion, determines is relevant to the responsibility of the bidder.
 - f. Upon investigation of any references and information submitted by the bidder, the Board of Education reserves the right to reject any bid where it is found that the bidder's qualifications are not consistent with the requirements of these Bid Documents or the information presented.
 - g. Bidder must have a safety program that is compliant with OSHA Regulations and Standards. Bidder shall make available for inspection their program and training documents.
 - h. Master Licensed Plumber- Certified for all listed townships.
 - i. National Board "R" Stamp Boiler Weldings and Repair ASME Certified Pipe Welding & Boiler Repair
 - j. Gas Operator Qualification (CT 86 & 87).

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COOPERATIVE BID: #2025- 03 - LABOR AND MATERIALS BURNER/BOILER EQUIPMENT REPAIR SERVICES

INTERPRETATION OF BIDDING DOCUMENTS

No interpretation of the meaning of the specifications or other Bid Document will be made to any bidder orally. Every request for such interpretation should be made in writing, addressed to Sheila Buhse, Purchasing Agent South Huntington School District, 60 Weston Street, Huntington Station, NY 11746, not later than five (5) business days prior to the date fixed for the opening of bids. Notice of any and all interpretations and any supplemental instructions will be issued in the form of addenda to the Bid Documents, and shall become a part of the Contract Documents of any contract awarded as a result of this solicitation for bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligations under his/her bid submitted.

CONTRACT AWARD

The School District will endeavor to make an award within forty-five (45) days of the date of the bid opening and all bids shall remain firm during that time frame. The School District further reserves the right to make award following this period to any bidder who has not provided written notice to the School District that its bid has been withdrawn. Award will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the labor, materials, equipment, or supplies to be furnished, and the conformity with the Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, and Technical Specifications).

METHOD OF AWARD

The Contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, and Technical Specifications). The South Huntington School District guarantees no minimum or maximum purchase or service pursuant to a contract awarded as a result of this solicitation of bids. Additionally, the South Huntington 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 reserves the right to reject all bids; to reject any bid in whole or in part, to accept parts of bids from more than one bidder, to waive technical defects, irregularities, and omissions relating to a specific bid, to waive what it deems to be bidding or specification informalities relating to a specific bid, to waive what it deems to be informalities relating to the bidding process, if in its judgment the best interests of the School District will be served; and to reject all bids and to purchase items on State or County contract as permitted by law if such items can be obtained on the same terms, conditions, specifications, at a lower price. If two or more Bidders submit identical bids as to price, the decision of the Board to award a Contract to one such Bidder shall be final. No cash discount may be offered or quoted by any Bidder. Bidders submitting bids acknowledge that, pursuant to New York General Municipal Law Section 103 (16), the South Huntington School District intends to allow all political subdivisions in the State of New York to participate in the bid award/contract resulting from this solicitation for bids. These political subdivisions include, but are not limited to local governments (villages, town, etc.), public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. Such political subdivisions shall participate in the bid award/contract by entering into their own separate contracts with the successful bidder(s) that are based upon, incorporate, and honor the terms, conditions, specifications and prices of the bid award/contract resulting from this solicitation for bids. South Huntington School District shall have no liability or responsibility to pay for any goods or services provided to another political subdivision - each political subdivision is responsible for paying for the goods and services it obtains through the bid award/contract resulting from this bid.

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

COOPERATIVE BID: #2025- 03 – LABOR AND MATERIALS BURNER/BOILER EQUIPMENT REPAIR SERVICES

EQUAL EMPLOYMENT

It is the policy of the South Huntington School District to provide equal employment opportunities to all individuals in its personnel and employment practices. In accordance with NYS and Federal Law, the South Huntington School District prohibits discrimination because of creed, race, color, sex, sexual orientation, national origin, religion, age, marital status, military status, domestic violence victim status, predisposing genetic characteristics or disability in all employment practices including recruitment, solicitation for employment, hiring, firing, training, job assignments, promotion, compensation and other terms, conditions and privileges of employment. Further, contractors with the South Huntington School District shall be required to meet equal employment opportunity standards. New York State strives to promote equality of economic opportunities for minority and women-owned business enterprises. New York State encourages including minority and women owned business enterprises (“MWBEs”) as bidders, subcontractors and suppliers on public procurement contracts. By submitting a bid, the bidder(s) certifies that if it is awarded a Contract, (a) it will make commercially reasonable good faith efforts to utilize suppliers that are certified MWBEs, (b) to the extent subcontracting is needed and permitted by the School District, bidder will make commercially reasonable good faith efforts to utilize subcontractors, who are certified MWBEs and (c) bidder will retain documentation of these efforts to be provided upon request to the School District and/or New York State. Evidence of good faith efforts shall include, but not be limited to, the following: (a) copies of solicitations to MWBEs and any responses thereto; (b) explanation of the specific reasons each MWBE that responded to such solicitations was not selected; and (c) explanation of the specific steps undertaken for the purpose of subcontracting with or obtaining supplies from certified MWBEs.

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COOPERATIVE BID: #2025- 03 – LABOR AND MATERIALS BURNER/BOILER EQUIPMENT REPAIR SERVICES

SPECIFICATIONS

1. To provide skilled, experienced, prompt service to a wide variety of projects on an “on call” basis and/or as required completing the work described herein.
2. Work shall include troubleshooting, repair, replacement, installation, new work and general maintenance of equipment and/or facilities as the case may be.
3. The bidder(s) awarded a contract must be equipped to provide emergency work within (2) two hours of the School District’s call for service and to commence nonemergency/new work within twenty-four (24) hours of the School District’s call for service.
4. In the event that the work cannot be performed as per time schedule by the bidder awarded a contract, the School District may arrange for another entity to perform the work per the schedule and the bidder awarded a contract will be responsible for payment of any increased cost incurred by the School District.
5. Proof of proper licensure and certification of the bidder as well as, if applicable, each employee who will furnish services pursuant to the contract intended to be awarded shall be provided to the School District.
6. The bidder(s) awarded a contract shall comply with all rules and regulations of the School District and all directives issued by the School District.
7. Smoking will not be permitted anywhere on School grounds.
8. The owners, employees, officers, directors or approved subcontractors of bidder(s) awarded a contract shall not have any contact or communication with any student or teacher.
9. Photo identification badges must be worn at all times that the bidder(s) awarded a contract, its agents or employees are on-site rendering services or performing work.
10. Non-interference with Occupation of the Buildings and Premises:
 - a. The bidder(s) awarded a Contract must take into consideration the fact that the sessions of the school must be continued as usual during the progress of the work. The operation of the fire alarm, the interior fire alarm system, gongs, bells, facsimiles and telephones must not be interfered with.
 - b. Fixtures or essential parts of material or equipment shall not be removed until permission is given by the School District’s Director of Facilities & Operation and, in the case of replacements, not until the essential replacement material or fixture has been delivered to the applicable building or site.
 - c. The safety of the pupils and teachers requires that nothing shall be done to in any way block the streets in or about the exits, or the exits themselves. Neither shall there be any unauthorized interference with the free and unobstructed use of the hallways, stairways, toilets and rooms. When necessary for mechanics to work in any portion of the premises normally occupied by the school, application must be made, before entering therein, to the School District’s Director of Facilities & Operations who will perfect a working agreement with the principal of the school so that the work may be carried forward in a manner to interfere as little as possible with the school session.

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SPECIFICATIONS- CONTINUED:

d. Whenever work is carried on during school sessions, not more than one stairway shall be closed off from free and safe use of the pupils at any time, and this only after the written permission of the School District's Director of Facilities & Operations has been obtained. No part of the building or premises shall be closed to the use of the occupants without the permission of the School District's Director of Facilities & Operations. When such permission has been given, the bidder(s) awarded a Contract shall provide and erect temporary partitions, barriers, etc., here required to ensure absolute safety of the occupants of the building or premises.

11. Under the contract intended to be awarded as a result of this solicitation, sub-contracting shall not be permitted without prior written approval by the School District.

12. Bidder and its employees shall have tools and equipment necessary to perform the required work.

13. All labor shall be performed by skilled workmen and the bidder(s) awarded a Contract shall not employ men or means which may cause stoppage or delay in the work under the awarded Contract or that of any other contractor or any work in or about the premises of these buildings or any buildings or premises under the control of the Board of Education. Each time a bidder awarded a contract or its employees or its approved subcontractors performs any work in the School District he shall report his arrival and departure and what service he is performing to the custodian in charge. The bidder(s) awarded a Contract shall submit to the Facilities & Operations Department a full report of the service call which shall include:

- a. Date and time;
- b. Name of person performing work;
- c. On-job service time;
- d. Description of work, including all parts replaced or repaired

14. When repairing and replacing any systems or parts for the equipment in place at the School District's facilities or when undertaking any new installation, the bidder(s) awarded a Contract shall use the most current materials manufactured. Obsolete or out of date materials shall not be allowed under any circumstances.

15. Necessary parts and materials shall be included in costs stated in the Bid Form(s). If requested by the School District, the bidder(s) awarded a Contract will attach to each of its invoices a receipt and/or purchase order for the materials/parts purchased and installed by the bidder. All parts shall be new and shall be equal to or better than the original equipment/material. Rebuilt parts may be used only with prior written approval of the School District. Any merchandise provided under the awarded Contract which is or becomes defective during the guarantee period shall be replaced by the bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The bidder(s) awarded a Contract shall make any such replacement immediately upon receiving notice from the School District.

16. The School District reserves the right to furnish parts and materials if it deems it to be in its best interest.

17. The bidder(s) awarded a Contract shall maintain an adequate inventory of new, original manufacturer's parts and materials so as to ensure prompt repairs or installations on short notice. The bidder(s) awarded a Contract shall furnish the source and amount of such inventory.

18. Delivery must be made in accordance with these specifications. The decision of the School District as to reasonable compliance with delivery terms shall be final.

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

SPECIFICATIONS- CONTINUED:

19. 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 repair or installation.

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

21. The bidder(s) awarded a Contract shall be responsible for delivery of items in good condition at the point of destination. The bidder(s) awarded a Contract shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The School District will note for the benefit of such bidder(s) when packages are not received in good conditions.

22. 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.

23. Unloading and placing the equipment inside the building is the responsibility of the bidder(s) awarded a Contract, and the School District accepts no responsibility for unloading and placing equipment. Any costs incurred due to the failure of the bidder(s) to comply with this requirement will be charged to it. No help for unloading will be provided by the School District, and bidders should notify their suppliers and truckers accordingly.

24. The bidder(s) awarded a Contract shall not unreasonably encumber the site with materials or equipment during the performance of its work. Only materials and equipment which are to be used directly in the performance of the bidder's work shall be brought to and/or stored on the premises of the School District. After equipment is no longer required for its work, the bidder shall promptly remove such equipment from the premises of the School District. The bidder(s) awarded a Contract shall be solely responsible for the protection of materials and equipment stored on the premises from weather, theft, damage, and all other adversity. The bidder(s) awarded a Contract shall at all times provide the proper housekeeping to minimize potential fire hazards and shall provide approved spark arresters on all steam engines, internal combustion engines and flues. The bidder(s) awarded a Contract shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by the performance of all of the Work being performed on-site and in the buildings. At the conclusion of the work, such bidder shall restore the premises to its original condition. This restoration shall include but not be limited to cleaning the areas in which work was performed; removal of all waste, materials, rubbish, tools, equipment, machinery, and surplus materials. If clean-up is not performed in accordance here with, the School District may engage the services of a cleaning company each time the requirement is not met without further notification to the bidder(s) awarded a Contract. The cost of such cleaning company, together with the cost of any custodial costs of the School District, will be charged to such bidder.

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

- Purchase Order Number
- Name of Article
- Quantity
- Name of bidder(s) awarded a Contract

26. Cartons shall be labeled with purchase order number, name of bidder(s) awarded a Contract and general statement of contents. Failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

SPECIFICATIONS- CONTINUED:

27. No travel time will be paid. Travel time shall not be included in the prices bid. Payments will be made only for time on the job. All invoices must be accomplished by submission of detailed daily service tickets specifying time of arrival and departure and services rendered. The ticket shall be signed by an authorized representative of the School District. A copy of this ticket will be left with the signer. This service ticket shall be the basis for payment. Certified payroll records also must accompany any invoice submitted.

28. The Bidder shall begin work at each location as listed per participating Cooperative Districts herein only after a purchase order from the participating school district requesting the work. The participating school district and the successful bidder shall determine a start date for the desired work. Once work has commenced, the bidder shall continue on a regular basis until all authorized work is completed, without delay. The bidder shall coordinate the work with the Director of Facilities in the participating School District. The Bidder shall advise the Director of Facilities of the work completed each day at the school district.

29. Invoices must be submitted within 30 days of service. Payment will be made only after correct presentation of claim forms and/or invoices with required supporting documentation. They should include:

- Invoice must reference purchase order #
- Copy of purchase order must be attached to invoice
- Breakdown of labor, unit costs and material costs, as awarded. All bidder(s) awarded a Contract are requested to pro-rate the awarded labor rates for purposes of billing $\frac{1}{4}$ and $\frac{1}{2}$ hour increments where needed. The hours of the authorized work ticket must match those invoiced.
- Copy of vendor generated service ticket signed by School District employee for related invoice
- Certified payroll
- Supporting documentation for parts/when purchased from a supply house, materials must be included with invoice.

30. Payments of any claim shall not preclude the School District from making a claim for adjustment on any item found not to have been in accordance with the Bid Documents, including but not limited to these Specifications and the Technical Specifications.

31. No vehicle use will be paid in the normal course of transporting mechanics and materials to the job site. Bidders may submit a quotation for use of special vehicles. Bidder(s) awarded a Contract must obtain prior written approval from the School District for payment of special vehicle use.

32. The bidder(s) awarded a Contract shall pay its employees "prevailing rate of wage" as defined in Section 220 of the New York Labor Law, Schedule of Wage Rates. Prevailing wage rates are subject to change annually on July 1st. Bidder(s) awarded a Contract is responsible to meet the wages as posted by NYSDOL July 1st every year.

33. The bidder(s) awarded a Contract is to comply with all Federal, State and Local regulations relating to certification and licensure, labor, such as minimum hour wage, working conditions, insurance, and safety factors in cases where installation of equipment is involved.

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

SPECIFICATIONS- CONTINUED:

34. In accordance with Section 220-e of the Labor Law of the State of New York, it is agreed that:
- a) In the hiring of employees for the performance of the awarded contract(s) or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or sub-contractor shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the awarded contract(s) on account of race, color, creed, disability, sex or national origin.
 - b) There may be deducted from the amount payable to the bidder(s) awarded a Contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.
 - c) The awarded Contract(s) may be cancelled or terminated by the Board of Education and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section.
 - d) The aforesaid provisions of this section shall be limited to operations performed within the territorial limits of the State of New York.
35. The bidder(s) awarded a Contract shall comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with same. The bidder(s) awarded
- a) Contract shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the School District, its Board of Education, officers, agents and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.
36. Bidder(s) shall be licensed by the County of Suffolk and local municipalities, where required.
37. All work must be performed and installed in accordance with the current edition of all applicable laws, rules, regulations and/or local codes.
38. The School District reserves the right to assign its personnel to assist the mechanics of the bidder(s) awarded a Contract if the School District deems such assistance to be in its best interest.
39. Enclosed with the bid submission, the bidder must include a letter from an insurance agent, broker, or carrier stating that no less than the minimum limits of insurance required in the Bid Documents will be met. The name of the insurance company that will provide the mandated insurance will be stated. The insurance carrier must be licensed to do business in New York State.
40. All insurance certificates shall state that the policy will not be canceled, nor coverage thereunder be reduced or limited without thirty (30) days prior written notice to the School District. It shall further state that a similar thirty (30) days prior written notice will be given to the School District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured bidder(s) awarded a Contract, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverages are excluded by endorsement or otherwise excepting such as appear in the standard printed policy itself. The

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

School District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages and the bidders agree to assist in obtaining any such desired information.

41. The bidder(s) awarded a Contract shall hold harmless, defend and indemnify the School District from all claims for damages to property and bodily injury, including death, which may arise from operations under the awarded Contract(s), including but not limited to claims brought against the School District by third parties, employees of the School District, or employees of such bidder(s). The attached Hold Harmless Form must be signed, notarized and returned with the bid.

42. The bidder(s) awarded a Contract shall not be held responsible for any losses resulting if the fulfillment of the terms of the awarded Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for any other acts not within the control of such bidder(s), except for strikes or labor unrest, and which by exercise of reasonable diligence it is unable to prevent.

43. All labor shall be guaranteed for the period of one (1) year from the date of acceptance. Unless provided otherwise in these Specifications or the Technical Specifications, all parts offered on this bid shall be guaranteed for a minimum of one (1) year from date of delivery (or installation if required) against defective material or workmanship, and repair or replacement shall be made without delay. In cases where the usual guarantee period offered by the bidder(s) awarded a Contract and/or manufacturer on a particular item covers a longer period of time than one (1) year, the longer guarantee period shall be applicable.

44. The bidder(s) awarded a Contract shall be responsible for complying with all laws, rules, regulations, codes and/or ordinances as they apply to the work required under such contract.

45. The bidder(s) awarded a Contract will perform the following work under the awarded contract as described in the Technical Specifications (SEE PAGES 17 – 20).

46. All bids submitted shall include all labor, equipment, materials, transportation and utensils necessary to perform the work requested by the South Huntington School District.

47. The bidder(s) awarded a Contract shall provide, for approval, a detailed drawing showing construction, hardware and method of installation.

48. Upon request by the School District, the bidder(s) awarded a Contract shall submit an estimate before starting work.

49. The awarded Contract(s) may be terminated by the School District upon not less than seven (7) days written notice should the bidder(s) awarded a Contract fail substantially to perform in accordance with the terms of the awarded contract through no fault of the School District. Said failures shall include but not be limited to: failure to supply sufficient skilled workers or suitable materials or equipment to complete the Work in a diligent, efficient, timely, workmanlike, skillful, and careful manner; failure to deliver within the time specified, or within a reasonable time as interpreted by the School District, or failure to make replacement of rejected articles, when so requested, immediately or as directed by the School District; in this event, the School District may purchase from other sources to take the place of the item rejected or not delivered at the expense of the bidder(s) awarded a Contract; refusal or failure to correct deficient work performed by it; failure to make prompt payments to subcontractors for labor, materials, and/or equipment in accordance with the respective agreements between the (s) awarded a Contract and its subcontractors; disregard of laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; disregard of the instructions of the School District (when such instructions are based on the requirements of the Contract Documents); bankruptcy or insolvency, or general assignment for the benefit of such bidder's creditors, or where a trustee or receiver is appointed for such bidder or for any of its property, or filing of a

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws; breaches any warranty made by the such bidder under or pursuant to the Contract Documents; failure to furnish the School District with assurances of its ability to complete the work in compliance with all the requirements of the Contract Documents; or failure after commencement of the work to proceed continuously with the construction and completion of the work for more than ten (10) days, except as permitted under the Contract Documents; failure to keep the Project free from strikes, work stoppages, slowdowns, lockouts or other disruptive activity; or otherwise does not fully comply with the Contract Documents; violation of the provisions of Labor Law section 220-e as applied to the awarded contract(s) and set forth herein.

50. The bidder(s) awarded a Contract shall have three (3) days from notice of its breach to cure said breach. Upon failure to cure, the School District shall have the right to take over the work and complete the work at the expense of such bidder. In the event the awarded contract is terminated, the bidder shall be compensated for work performed to the date of such termination in accordance with the awarded contract.

51. The School District may at any time, at will and without cause, terminate any part of the work of the bidder(s) awarded a Contract or all of such bidder's remaining work for any reason whatsoever by giving fourteen (14) days' written notice to such bidder, specifying the portion of such bidder's work to be terminated and the effective date of termination. Upon receipt of a notice of termination for convenience, the bidder(s) awarded a Contract shall immediately, in accordance with instruction from the School District, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this paragraph:

- a. cease operation as specified in the notice;
- b. place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the awarded Contract;
- c. terminate all subcontracts and orders to the extent they relate to the Work terminated;
- d. proceed to complete the performance of the remaining work on its awarded Contract which has not been so terminated; and
- e. take actions that may be necessary, or that the School District may direct, for the protection and preservation of the terminated Worker.

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

COOPERATIVE BID: #2025- 03 – LABOR AND MATERIALS BURNER/BOILER EQUIPMENT REPAIR SERVICES

TECHNICAL SPECIFICATIONS

1. District will issue Preventative Maintenance work order (PMWO). Contractor is responsible to schedule preventative maintenance service with each school.
2. Go through safety checklist
3. Operate boiler to observe any noted deficiencies. Examples: leaks, faulty gauges, inoperable controls, etc.
4. Open mud legs up and flush until clean water runs out. Squeegee any water into floor drains. Leave boiler room floor clean and dry.
5. Give written report to Building Head Custodian regarding any valves, gauges, piping, etc., in need of repair.
6. Verify in writing the condition of all mercury switches and pressure controls.
7. Set all adjustable pressure control switches to factory recommended setting.
8. Check all safety Relief Valves and cutoff switches.

BURNERS: OIL

1. Remove, clean, and reinstall nozzles; change if needed.
2. Set all burners to correct factory specifications. Test and record proper air-fuel ratio on combustion analyzer. Print out data results and provide District with one (1) paper and one (1) electronic copy.
3. Verify the correct oil operating pressures; school record on sheet; adjust as needed.
4. Verify oil pump operation, change filters and belts.
5. Clean area around pump and filters of oil. Remove and discard filters and oil as required by DEC Regulations.
6. Run boilers on oil and have Head Custodian go over changeover to gas.

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

TECHNICAL SPECIFICATIONS-CONTINUED

BURNERS: GAS

1. Check the gas pilot electrode for proper setting and for any cracks in porcelain insulator. Change if needed.
2. Check the tip of the electrode for signs of pitting or combustion deposits and file down, clean and adjust as needed.
3. Check all insulators and ignition cables for signs of cracking or chips.
4. Verify operations of gas burner. Test and record proper air-fuel ratio on combustions analyzer. Print out data results for gas and provide School District with one (1) paper and one electronic copy.
5. Check and adjust flame to operate within factory specifications. Contractor shall supply copy of factory start-up check list for verification for each burner.
6. Contractor will be responsible for giving a written estimate of all repairs/replacements needed to valves, safety switches, solenoids, etc., on the gas train and burner. NOTE: on dual-fuel burners, the owner must be able to switch between different fuels when directed to do so by the utility company.
7. Burner Re-inspection: A boiler that cannot be run in either oil or gas will be brought to the attention of the Head Custodian. He will submit a work order into the system for repair. The Contractor will provide the School District a revisit for the boiler(s) if repairs are made by School District employees.

FIREBOX/FLUE CLEANING

1. Fire Box & Flue Cleaning will be conducted by the School District Employees
2. Contractor to check and make refractory repairs for all cracks and damage (All conditions and repairs made will be noted on the season's start-up report).

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

TECHNICAL SPECIFICATIONS-CONTINUED

CHECKLIST

| | | |
|-----------------------|--|--------------------|
| Building: | | Technician: |
| Boiler/Burner: | | Custodian: |
| Date: | | |

BOILER ROOM

Yes No

- Isolate boiler, drain down.
- Open up and flush out cutoff.
- Open plugs, scrub out piping.
- Flush mud legs.
- Mercury switches/pressure controls operational
- Pressure switches set to factory recommended setting specification.

Notes: _____

BURNERS: OIL

Yes No

- Clean nozzle.
- Change nozzle.
- Perform combustion analysis, adjust as needed.
- High fire analysis.
- Low fire analysis.
- Verify oil pump operations – correct pressures? psi
- Change filter(s) and belt(s)
- Clean Areas of Pump/Oil Filters
- Discard

Notes: _____

 Signature

 Date

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

TECHNICAL SPECIFICATIONS-CONTINUED

CHECKLIST

| | |
|-----------------------|--------------------|
| Building: | Technician: |
| Boiler/Burner: | Custodian: |
| Date: | |

BURNER: GAS

Yes No

- If oil only, check yes and skip to next section (Fire Side of Boiler)
- Check pilot; clean, adjust or change.
- Insulators checked, no defects.
- Verify operation of burner.
- Gas to oil switch operational?
- Boiler can switch between oil and gas?

Notes: _____

FIRESIDE OF BOILER

Yes No

- Repairs/repointing needed.
- Not Applicable Sections leaking.
- Tubes Leaking /Sections Leaking
- Manual valves leaking, inoperable.
- Gauges in need of repair.
- Gas train electric valves defective.

Notes: _____

Signature

Date

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

COOPERATIVE BID: #2025- 03 – LABOR AND MATERIALS BURNER/BOILER EQUIPMENT REPAIR SERVICES

APPENDIX “A” INSURANCE

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the bidder(s) awarded a Contract hereby agrees to effectuate the naming of the School District as an additional insured on the bidder's insurance policies, with the exception of workers' compensation and errors and omissions insurance.

II. The policy naming the South Huntington School District as an additional insured shall:

- Be an insurance policy from an A.M. Best rated "secured" or better, New York State licensed insurer;
- Provide for 30 days notice of cancellation;
- The School District shall be listed as an additional insured by using endorsement CG 2010 11 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy of the endorsement must be attached to the Certificate of Insurance; and,
- The certificate of insurance must describe the specific services provided by the bidder (e.g., roofing, carpentry, plumbing) that are covered by the commercial general liability policy and the umbrella policy.
- At the School District's request, the bidder(s) awarded a Contract 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 bidder(s) will provide a copy of the policy endorsements and forms.
- If any or all components of the awarded contract have been approved and assigned to a subcontractor, the bidder(s) awarded a Contract is responsible to the School District to have the subcontractor provide the same insurance requirements as stipulated within this section, providing a Certificate of Insurance and a copy of the endorsement naming the South Huntington School District as an additional insured for the scope of the work assigned. All terms and conditions in Appendix "A", Insurance apply.
- State that the coverage of the bidder(s) awarded a Contract shall be primary coverage for the School District, its Board of Education, officers, employees and volunteers.

III. The bidder(s) awarded a Contract agrees to indemnify the South Huntington District for any applicable deductibles.

IV. Required Insurance:

- Commercial General Liability Insurance
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
- Automobile Liability
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- Workers' Compensation
Statutory Workers' Compensation, Disability Insurance and Employers' Liability 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.
- Errors and Omissions Liability Insurance
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the bidder(s) awarded a Contract performed under the awarded Contract for the School District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the awarded Contract. If the bidder(s) awarded a Contract is providing environmental services, the errors & omissions policy must be endorsed to include coverage for these services.

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

V. The bidders acknowledge that, if awarded a Contract, failure to obtain such insurance on behalf of the School District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the School District. The bidder(s) awarded a Contract must provide the School District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work pursuant to the awarded Contract or use of the School District's facilities.

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

COOPERATIVE BID: #2025- 03 – LABOR AND MATERIALS BURNER/BOILER EQUIPMENT REPAIR SERVICES

BIDDER'S CHECKLIST

The following checklist is provided for the convenience of the bidders and is not part of the Contract Documents. Each bidder is encouraged to ensure its complete compliance with all requirements of the Bid Documents. Compliance with the Bid Documents is the sole responsibility of the bidder.

Please make sure your bid submission includes ALL of the following required forms:

| |
|--|
| Company Information Sheet (Page 24) |
| Bid Forms, including Unit Pricing Sheets (Pages 25-26) |
| Form of Disclosure (Page 27) |
| Non- Collusive Certification Form (This form MUST be notarized) (Page- 28-29) |
| Hold Harmless Agreement (This form MUST be notarized) (Page 30) |
| Iran Divestment Act of 2012 Certification Form (This form MUST be notarized (Page 31) |
| Sexual Harassment Written Policy and Training Certification Form (This form MUST be notarized) (Page 32) |
| Bidder Not On Exclusion List Maintained by the Federal Government's System for Award Management (SAM) Certification Form (This form MUST be notarized) (Page 33) |
| References (Page 34) |
| Non Bidders Response (Only if you are not submitting a bid) (Page 35). |

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

**COOPERATIVE BID: #2025- 03 - LABOR AND MATERIALS
BURNER/BOILER EQUIPMENT REPAIR SERVICES**

Company Information Sheet

Name of Company: _____
Please Print

Address: _____
Please Print

Federal E.I. #: _____
Please Print

Phone Number: _____ **Fax Number:** _____

Name of Bidder: _____
Please Print

Title of Bidder: _____
Please Print

Email Address: _____
Please Print

Date: _____

Accounts Receivable Contact

Name: _____
Please Print

Phone Number: _____ **Fax Number:** _____

Email Address: _____
Please Print

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

COOPERATIVE BID: #2025- 03 – LABOR AND MATERIALS BURNER/BOILER EQUIPMENT REPAIR SERVICES BID FORM/PROPOSAL

Name of Company: _____

Bids will be awarded to the bidder submitting the lowest responsible bid based upon total. Award will be considered based on labor rates and/or seasonal start-up in whole or in part as respects the best interests of the School District.

SEASONAL START-UP: The price reflected here is a Lump Sum Bid to complete all work listed in the “Boiler Preventative Maintenance Program” (pages 18-21).

WRITTEN AMOUNT \$ _____ DOLLARS \$ _____

Cost related to above pricing shall include the labor, equipment, materials, transportation, tools and testing equipment necessary to complete the work under the contract.

BOILER SERVICE and REPAIR: The prices reflected here are hourly rates for completion of boiler service and repair as required. The successful bidder must be capable of providing professional service 24 hours/7 days a week and employ a sufficient number of technicians to handle multiple service calls.

| | | | |
|---|---------------------|----------|----------|
| GENERAL BOILER / BURNER EQUIPMENT REPAIR SERVICES / GAS OPERATOR QUALIFIED | | | |
| STEAM FITTER (B) RATE CERTIFIED PREVAILING WAGE | | | |
| REGULAR HOURS / WEEKDAYS | 7:00 AM ~ 4:00 PM | \$ _____ | PER HOUR |
| OVERTIME HOURS WEEKDAYS | 4:01 PM ~ 11:59 PM | \$ _____ | PER HOUR |
| SATURDAY RATE | 12:01 AM ~ 11:59 PM | \$ _____ | PER HOUR |
| SUNDAY RATE | 12:01 AM ~ 11:59 PM | \$ _____ | PER HOUR |
| HOLIDAY RATE | 12:01 AM ~ 11:59 PM | \$ _____ | PER HOUR |

| | | | |
|--|---------------------|----------|----------|
| BOILER SECTION REPLACEMENT / BURNER REPLACEMENT / CERTIFIED WELDING | | | |
| STEAM FITTER (A) RATE CERTIFIED PREVAILING WAGE | | | |
| REGULAR HOURS / WEEKDAYS | 7:00 AM ~ 4:00 PM | \$ _____ | PER HOUR |
| OVERTIME HOURS WEEKDAYS | 4:01 PM ~ 11:59 PM | \$ _____ | PER HOUR |
| SATURDAY RATE | 12:01 AM ~ 11:59 PM | \$ _____ | PER HOUR |
| SUNDAY RATE | 12:01 AM ~ 11:59 PM | \$ _____ | PER HOUR |
| HOLIDAY RATE | 12:01 AM ~ 11:59 PM | \$ _____ | PER HOUR |

| | | | |
|--|---------------------|----------|----------|
| BOILER DEMO / NEW BOILER ASSEMBLY | | | |
| BOILER MAKER RATE CERTIFIED PREVAILING WAGE | | | |
| REGULAR HOURS / WEEKDAYS | 7:00 AM ~ 4:00 PM | \$ _____ | PER HOUR |
| OVERTIME HOURS WEEKDAYS | 4:01 PM ~ 11:59 PM | \$ _____ | PER HOUR |
| SATURDAY RATE | 12:01 AM ~ 11:59 PM | \$ _____ | PER HOUR |
| SUNDAY RATE | 12:01 AM ~ 11:59 PM | \$ _____ | PER HOUR |
| HOLIDAY RATE | 12:01 AM ~ 11:59 PM | \$ _____ | PER HOUR |

MATERIAL PERCENTAGE MARK UP _____ %

(Represents the cost plus mark-up on the purchase of all material, supplies and parts required to complete work outside of annual maintenance contract)

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

****Please be advised that the School District does not guarantee any volume of work (labor/materials) to be required or requested during the life of the contract.**

NOTE: All rates must be in accordance with NYS Department of Labor Standards. Prevailing Wage Rates are subject to change annually on July 1st. Awarded vendor is responsible to meet the wages as posted by NYSDOL July 1st every year

BIDDER CERTIFIES THAT THEY HAVE READ THE BID AND ARE FAMILIAR WITH ALL REQUIREMENTS & SPECIFICATIONS

Signature of Bidder: _____ Date: _____

NOTE:

An invoice for work completed will not be considered ready for payment unless accompanied by a valid certified payroll. All incomplete invoices will be returned unpaid. Certified payrolls must be submitted within 30 days of work (see pages 36 and 37 for samples). Invoices must clearly delineate labor (date and time when work was done, number of men, number of hours and hourly rate) and material, and not be lump sum quotes. CERTIFIED PAYROLL MUST BE ATTACHED TO EACH INDIVIDUAL INVOICE SUBMITTED FOR PAYMENT.

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

**COOPERATIVE BID: #2025- 03 – LABOR AND MATERIALS
BURNER/BOILER EQUIPMENT REPAIR SERVICES
ALL LOCATIONS**

FORM OF DISCLOSURE

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE BIDDER (add additional sheets as needed to list all):

Name

Title

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

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

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

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

Bidder: _____

Federal E.I. #: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

COOPERATIVE BID: #2025 03 - LABOR AND MATERIALS BURNER/BOILER EQUIPMENT REPAIR SERVICES

ALL LOCATIONS

NON-COLLUSIVE FORM BID PROPOSAL CERTIFICATIONS THIS FORM MUST BE SIGNED AND NOTORIZED

Bidder Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices quoted, the materials, equipment and/or services as proposed in this Bid.

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the New York State General Municipal Law as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

**COOPERATIVE BID: #2025- 03 – LABOR AND MATERIALS
BURNER/BOILER EQUIPMENT REPAIR SERVICES**

**NON-COLLUSIVE FORM
BID PROPOSAL CERTIFICATIONS
THIS FORM MUST BE SIGNED AND NOTORIZED**

b. A bid shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the reasons therefore. Where (a) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certifications referred to in this form shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing, and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

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

Signature of Bidder: _____
(Signature of bidder or authorized representative of a corporation)

Name and Title: _____

Sworn to before me this _____ day of _____, 2024

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

**COOPERATIVE BID: #2025- 03 – LABOR AND MATERIALS
BURNER/BOILER EQUIPMENT REPAIR SERVICES**

ALL LOCATIONS

**HOLD HARMLESS AGREEMENT
THIS FORM MUST BE SIGNED AND NOTARIZED**

It is hereby agreed and understood that the bidder agrees to hold harmless and indemnify the South Huntington School District, its Board of Education, officers, agents, servants, and employees from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

Any injury to person or property sustained by the bidder, its owners, operators, officers, directors, agents, servants, or employees, or any person, firm, or corporation employed directly or indirectly by the bidder upon or in connection with the performance of the awarded contract.

However, caused, any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error, or omission of the selected bidder, its owners, operators, officers, directors, agents, servants or employees or any person, firm, or corporation, directly or indirectly employed by the bidder upon or in connection with performance under the awarded contract.

The assumption or indemnity, liability, and loss hereunder shall survive bidder’s completion of service or other performance hereunder and any termination of the awarded contract.

The bidder at its own expense and risk shall defend any such legal proceedings that may be brought against the School District, its Board of Education, officers, agents, servants, and/or employees on any claim or demand, and shall satisfy any judgment that may be rendered against the School District, its Board of Education, or any officers, agents, servants, or employees.

This indemnification, defense, and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim, or demand, of whatever name or nature, notwithstanding that bidder may deem the same to be frivolous or without merit. It is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties, and individuals named above from any liability, cost, or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the bidder.

Subscribed and sworn to before me

this ____ day of, _____, 2024

Notary Public

(Person, Firm, or Corporation)

(Authorized Signature)

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

**COOPERATIVE BID: #2025- 03 – LABOR AND MATERIALS
BURNER/BOILER EQUIPMENT REPAIR SERVICES
ALL LOCATIONS**

**IRAN DIVESTMENT ACT OF 2012 CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED**

In order to be considered a responsible bidder, entities must certify that they are not on the list created and maintained by the State Office of General Services cataloging significant investment in the Iranian energy sector.

Entities that cannot make this certification may only be awarded the bid if:

1. The entity’s investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after that date; and the entity 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 South Huntington School District makes a determination, in writing that the goods or services are necessary for the School District to perform its functions and that, absent such an exemption, the School District would be unable to obtain the goods or services for which the contract is offered.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint proposal 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.

Subscribed and sworn to before me

this day of, _____

(Person, Firm, or Corporation)

Notary Public

(Authorized Signature)

Commission Expires _____

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

**COOPERATIVE BID: #2025- 03 - LABOR AND MATERIALS
BURNER/BOILER EQUIPMENT REPAIR SERVICES
ALL LOCATIONS**

**SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED**

I, _____, being duly sworn, deposes and says that I am
(Name of Individual Signing this Certification)

the _____ of the _____
(Title/Position of Signer) (Name of Bidder)

and that by submission of this bid, I certify on behalf of the above-named bidder, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the above-named 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, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

Signature

Sworn to before me this
____ day of _____, 2024

Notary Public

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

**COOPERATIVE BID: #2025- 03 – LABOR AND MATERIALS
BURNER/BOILER EQUIPMENT REPAIR SERVICES
ALL LOCATIONS**

**BIDDER NOT ON EXCLUSION LIST MAINTAINED BY THE FEDERAL GOVERNMENT'S
SYSTEM FOR AWARD MANAGEMENT (SAM) CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED**

I, _____, being duly sworn, deposes and says that I am
(Name of Individual Signing this Certification)

the _____ of the _____
(Title/Position of Signer) (Name of Bidder)

and that by submission of this bid, I certify on behalf of the above-named bidder, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the above-named bidder is not on the Exclusion List maintained by the U.S. Government's System for Award Management (SAM).

Signature

Sworn to before me this
___ day of _____, 2024

Notary Public

Portion of this form below this line is FOR OFFICE USE ONLY. Bidder only completes portion of the form above this line. The portion of this form below this line will be completed by South Huntington School District (SHUFSD).

Print SHUFSD Employee Name and Title: _____

Date reviewed U.S. Government's SAM's Exclusion List: _____

Bidder Name: _____

Check the one that applies:

_____ Bidder was NOT included on U.S. Government's SAM's Exclusion List

_____ Bidder was included on U.S. Government's SAM's Exclusion List

SHUFSD Employee Signature: _____

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

**COOPERATIVE BID: #2025- 03 – LABOR AND MATERIALS
BURNER/BOILER EQUIPMENT REPAIR SERVICES**

REFERENCES

Please provide references for three (3) clients. Work performed must be similar in size and scope to this bid.

Name: _____

Address: _____

Contact: _____ Telephone: _____

Name: _____

Address: _____

Contact: _____ Telephone: _____

Name: _____

Address: _____

Contact: _____ Telephone: _____

Name: _____

Address: _____

Contact: _____ Telephone: _____

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

**COOPERATIVE BID: #2025- 03 - LABOR AND MATERIALS
BURNER/BOILER EQUIPMENT REPAIR SERVICES**

NON- BIDDERS RESPONSE

The South Huntington School District is interested in the reasons why prospective bidders fail to submit bids. Failure to submit a bid without explanation may result in removal of your firm from our bidders' list. If you are NOT submitting a bid, please indicate the reason(s) by checking off one or more of the items below and return this form to us.

- Unable to bid at this time but would like to receive future proposals.
- Items or material not manufactured distributed stocked furnished.
- Materials or items we have to offer do not fully meet all the requirements of standards specified.
- Multiplicity of delivery points.
- Delivery quantities are 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 this bid list for:

- This Commodity Group
- This Item of Material
- This Commodity Class
- All Bids

Company

Authorized/Signature

Address

Date

Name of Signer

Title of Signer

PURCHASING AGENT
Sheila A. Buhse
Phone: (631) 812-3015
Fax: (631) 812-3019
E-Mail: sbuhse@shufsd.org

Custodians

Countrywood Primary Center
499 Old Country Road
Huntington Station, NY 11746
Phone (631) 812-3350
Daniel Doering

Maplewood Intermediate Center
19 School Lane
Huntington Station, NY 11746
Phone (631) 812-3450
Joseph D'Alto

Silas Wood Sixth Grade Center
23 Harding Place
Huntington Station, NY 11746
Phone (631) 812-3650
John Burke, Junior

Walt Whitman High School
301 West Hills Road
Huntington Station, NY 11746
Phone (631) 812-3950
Dean Lagio

Memorial School Building – Receiving
165 Pidgeon Hill Road
Huntington Station, NY 11746
Attn: Pablo Ayala
Phone (516) 790-9173
Chuck Salerno

Birchwood Intermediate Center
121 Wolf Hill Road
Melville, NY 11747
Phone (631) 812-3250
Curt Steinert

Oakwood Primary Center
264 West 22nd Street
Huntington, NY 11743
Phone (631) 812-3500
Tom Montalbano

Henry L. Stimson Middle School
401 Oakwood Road
Huntington Station, NY 11746
Phone (631) 812-3750
Reggie Betts

Transportation Department
24 Harding Place
Huntington Station, NY 11746
(631) 812-3650
John Burke, Junior

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

**South Huntington Union Free School District
60 Weston Street
Huntington Station, NY 11746
Phone 631-812-3015
Fax 631-812-3019**

RECEIPT CONFIRMATION FORM

**RFP NAME: LABOR AND MATERIALS-BURNER/BOILER
EQUIPMENT AND REPAIR SERVICES**

RFP NUMBER: RFP- #2025-03

To ensure you are advised of all addendums and other communications regarding this Request for Proposal (RFP) Please complete and return this confirmation form within five (5) business days from receipt of this proposal to:

Sheila Buhse
Purchasing Agent
South Huntington Union Free School District
60 Weston Street
Huntington Station, NY 11746

Failure to return this form may result in no further communications regarding this RFP.

Agency/Company Name _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person _____ Title: _____

Telephone: _____ Fax: _____ Email: _____

I/We have received a copy of the above noted RFP and;

_____ I/ We will be submitting a proposal

_____ I/We will not be submitting a proposal

➔ PLEASE FAX THIS FORM TO 631-812-3019 ←

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT
60 Weston Street, Huntington Station, NY 11746

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 requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the school district.

DEFINITIONS

- “School District” - shall be the legal designation of the district
- “Notice to Bidders” - a formal statement which, when issued by the school district, constitutes an invitation to bid on the materials, supplies, and equipment described by the specifications.
- “Board” - the Board of Education of the school district.
- “Bid” - an offer to furnish materials, supplies, and/or equipment in accordance with the invitation to bid, the general conditions, special instructions, and the specifications.
- “Bid Offer” - the form on which the bidder submits his bid.
- “Bidder” - any individual, company or corporation submitting a bid.
- “Contract” - a notice to the successful bidder by the issuance of a purchase order; also all documents relating to the transaction, including but not limited to, the bid offer of the successful bidder, notice to bidders, general information, general conditions, special instructions, specification, notice of award, bid proposal certification; also a formal document signed by the successful bidder and the school district representative.
- “Successful bidder” - any bidder to whom an award is made by the school district.
- “Contractor” -any bidder to whom a contract award is made by the board of education.
- “Specification” -description of materials, supplies, and/or equipment and the conditions for its purchase.

BIDS

1. The date, time, and place of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on bid offer forms and in accordance with instructions provided by the board.
3. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
4. All information that is required by Notice to Bidders, General Conditions, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.

5. The non-collusive bidding certification must be included with each bid as required by General Municipal Law, Section 103-d.
6. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the service, supplies, materials, or equipment required and a representation that the bidder can furnish the service, supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
7. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in bid for this purpose.
8. Prices and information required should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

9. Sales to school districts are not affected by any fair trade agreements. (General Business Law, Sec. 369-a, sub. 3).

10. No charge will be allowed for Federal, State, or municipal sales and excise taxes since the school district is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax.

11. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the School district as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.

12. Bids on equipment must be on standard new equipment, of latest model and in current production, unless otherwise specified.

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

14. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise bid for the group may be rejected.

15. All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.

16. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.

17. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the instructions to bidders. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.

18. All bids must be sealed. They must be submitted in envelopes furnished by the school district, if any. Otherwise, plain, opaque envelopes may be used, clearly marked "BID." Also the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Bids must not be attached to or enclosed in packages containing bid samples. Telephoned quotations or amendments will not be accepted at any time.

19. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the school district, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the school district in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.

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

21. If Bid Deposit or Bond is required with bid: Each proposal should be accompanied by a bid bond or certified check that is five percent (5%) of the total bid, as a guarantee that if awarded the bid, the successful contractor will enter into contract. Such check or bond shall be payable to South Huntington Union Free School District, Huntington Station, New York.

Bids in the amount of \$5,000 and under must be accompanied by a certified check for five percent (5%) of the total bid price payable to South Huntington Union Free School District. Bid bonds will not be accepted. Unsuccessful bidders will have their certified check returned subsequent to award of bids. The checks of successful bidders will be retained by the District as performance security until the completion of the contract.

Bid totaling more than \$5,000 must be accompanied by either a bid bond or certified check, payable to South Huntington Union Free School District, in the amount of five percent (5%) of the total bid price. Successful bidders having elected to present a Bid Bond must also present a Performance Bond in the amount of 100% of the contract awarded them. Successful bidders who have submitted a certified check in the amount of five percent (5%) of the bid price will have the certified check retained by the District as a performance security until completion of the contract. Where the amount of the award is less than the total bid, there may be an adjustment in the amount of the security deposit required.

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

SAMPLES

22. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.

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 is 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 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. The bidder at his expense shall remove samples. 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, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

27. The school district reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part to waive technical defects, qualifications, irregularities, and omissions, if in its judgment the best interests of the district will be served. Also reserved is the right to reject bids and to purchase items on State, County, BOCES, Municipal or Consortium contracts if such items can

be obtained on the same terms, conditions, specifications, and at a lower price.

28. The school district reserves the right to make awards within sixty (60) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.

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 and also on a total sum or 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 identified 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. Contract shall bind the school district on its part to order from such successful bidder and to pay for at the contract prices, all items ordered and delivered, within ten (10) percent over or under the award quantity, unless otherwise specified.

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.

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 school district reserves the right to authorize immediate purchase from other sources against item rejections or not delivered 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 de-deducted from contract quantity.

34. A contract may be canceled at the successful bidder's expense upon nonperformance of contract.

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

35. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.

36. When materials, equipment, or supplies are rejected, the successful bidder from the premises of the school district must remove them within ten (10) days of notification. Rejected items left longer than ten (10) days will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property.

37. No items are to be shipped or delivered until receipt of an official purchase order from the school district.

38. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of the school district.

INSTALLATION OF EQUIPMENT

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 locations 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 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

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, to the building or equipment, to his own work, or to the work of other successful bidders.
- c) To carry adequate insurance to protect the school district from loss in case of accident, fire, theft, etc.
- d) The contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the School district, its officials, employees, agents, and representatives thereof from all suits, actions or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.
- e) That all deliveries will be equal to the accepted bid sample.
- f) That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the school district.

Any merchandise provided under the contract, which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the school district.

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

DELIVERY

45. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the school district as to reasonable compliance with delivery term shall be final.

46. The school district will not accept any deliveries on Saturday, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.

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

48. The successful bidder shall be responsible for the 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. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number
Name of Article
Item Number (if applicable)
Quantity
Name of the Successful Bidder

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

PAYMENTS

52. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.

53. Payment will be made only after correct presentation of claim form or invoices as may be required.

54. Payments of any claim shall not preclude the school district from making claim for adjustment on any item found not to have been in accordance with the contract specifications.

SAVING CLAUSE

55. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fire, 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.

BIDDING DATES

56. If for any reason the Purchasing Office is closed on the designated day for the bid opening, the opening will take place on the first subsequent day the Purchasing Office is officially opened.

TOXIC SUBSTANCES

57. Each vendor furnishing a toxic substance, as defined by section 875 of New York State Labor Law, to the School district, shall provide not less than two (2) copies of a MATERIAL SAFETY DATA SHEET. The sheet shall include the information outline in Section 876 of New York State Labor Law (a copy of Section 876; 876 may be obtained by calling the School district's Purchasing Office) for each such substance.

BUYING AGAINST CONTRACT

58. If the contractor fails to make proper delivery within the delivery is rejected by the School district, the School district may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the contract price the difference, if any, will be charged against the contractor. This will also apply to liquidation damages. Should the new price be less, the contractor shall have no claim to the difference.

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