

BUSINESS OFFICE
PURCHASING DEPARTMENT
EAST ISLIP UNION FREE SCHOOL DISTRICT
1 CRAIG B. GARIEPY AVENUE
ISLIP TERRACE, NEW YORK 11752

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BID #040213-2

SPECIFICATIONS AND BID FORM FOR

CESSPOOLS /GREASE TRAPS & STOPPAGES MAINTENANCE/REPAIR

DISTRICT-WIDE

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IN ACCORDANCE WITH THE PROVISIONS OF SECTION 103 OF THE GENERAL MUNICIPAL LAW AND SECTION 1725 OF THE EDUCATION LAW, AN ADVERTISEMENT FOR A SEALED BID WAS PUBLISHED IN THE ISLIP BULLETIN ON **MARCH 14, 2013** AND ON THE EMPIRE STATE PURCHASING GROUP WEBSITE. AS STATED IN SUCH NOTICE, BIDS WILL BE PUBLICLY OPENED AND READ IN THE BUSINESS OFFICE OF THE EAST ISLIP SCHOOL DISTRICT LOCATED AT 1 CRAIG B. GARIEPY AVENUE, ISLIP TERRACE, NEW YORK, ON THE **2ND DAY OF APRIL, 2013 AT 11:00 A.M..**

* * * * *

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

CONTACT NAME: _____ EMAIL: _____

BUSINESS OFFICE
PURCHASING DEPARTMENT
EAST ISLIP UNION FREE SCHOOL DISTRICT
1 CRAIG B. GARIEPY AVENUE
ISLIP TERRACE, NEW YORK 11752

INSTRUCTIONS TO BIDDERS

1. Read all documents contained in the bid specifications.
2. Bidders are responsible for submitting their bids to the address as follows: East Islip School District, School Purchasing Agent, 1 Craig B. Gariepy Ave., Islip Terrace, New York, 11752, prior to the time indicated in the "Notice to Bidders." Responses received after this time and/or date will be returned to the bidder unopened. NOTE: This includes any changes listed on the latest addendum issued by the East Islip School District Purchasing Department, if any. **Delay in any and all mail delivery, such as; Fed Ex, UPS, USPS, is not an exception to the deadline for receipt of bids.**
3. Bidders are responsible for reporting, in writing, any errors found in the bid specifications to the East Islip School District School Purchasing Agent, 1 Craig B. Gariepy Ave., Islip Terrace, New York, 11752.
4. Questions about or clarifications to the technical specifications must be made in writing to the School Purchasing Agent prior to the bid opening. Such questions must be in the possession of the School Purchasing Agent three working days prior to the bid opening unless otherwise indicated. Verbal questions will not be entertained.
5. Bidders shall indicate on the outside of their sealed bid the following information:
 - i. **Title of Bid and Bid Number**
 - ii. **Date and Time of Bid Opening**
 - iii. **Company Name**
6. **Bidders submitting "Alternate" pricing, products or services, must do so as a separate bid package to be considered for award. Each bid must be submitted under separate cover and will be considered on its own merits.**
7. Necessary forms to be submitted are as follows:
 - i. **Bid Cost Report, filled out completely.**
 - ii. **General Bidding Certification; signed and notarized.**
 - iii. **Non-Collusive Bidding Certification; signed and dated.**
 - iv. **Form of Disclosure, filled out completely.**
 - v. **References as indicated in the bid specification.**
 - vi. **Insurance certificates as indicated in the General Information section.**
 - vii. **Copy of literature for all items offered, when applicable.**
 - viii. **Bid Bond, Performance Bond, when applicable. (see Scope)**
 - ix. **Indemnification form completed, signed and notarized.**
 - x. **Copy of restricted licenses, certifications, when applicable.**
 - xi. **Non-Bidders Response, when applicable.**
 - xii. **Any other information as noted in the bid document.**
8. All bidders shall be supplied with the bid award results once the bid has been approved or rejected by the Board of Education.

9. No charge will be allowed for packages, cases, boxes, carboys, bottles, etc. or for freight expenses, expressage or cartage, if applicable, unless deemed in the best interest of the district. No empty packages, cases, boxes, carboys, bottles, etc., will be returned to the bidder or contractor, and none will be paid for by the Board of Education.
10. No charge will be allowed for federal, state, or municipal sales and excise taxes, from which the Board of Education is exempt. The price bid shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
11. Each bidder must state that no member of the Board of Education, East Islip School District, Town of Islip, New York, nor officer or employee thereof, is directly or indirectly interested in the proposal.
12. The Board of Education reserves the right to accept or reject any/and all bids. The Board of Education may re-advertise in the manner provided by Section 103 of the General Municipal Law, to waive any informality or to accept the bid, which, in its judgment, will be in the best public interest.
13. Delivery of materials will be required to be made to the receiving platform, as specified on the purchase order, to any school building within the East Islip School District. The item(s) must be placed at a point within the building, as directed, as the place of delivery. The contractor will be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets on the receiving platform as directed by the receiving clerk.
14. The successful bidder(s) must supply information on any items which contain any substance that is listed in the latest printed edition of the National Institute for Occupational Safety and Health Administration of Toxic Effects of Chemical Substance or which has yielded positive evidence of acute or chronic hazards in human, animal, or other biological testing. See section 11.1 Toxic Substance.
Any item containing asbestos will not be considered acceptable.
15. These instructions are to be considered an integral part of all proposals.
16. The bid prices shall be firm for one year during the July 1, 2013– June 30, 2014 time frame.
17. The prices quoted herein shall include all delivery charges, if applicable.
18. No fuel charges may be imposed under any name.

Failure to submit any of the above data may result in the rejection of the bid as non-responsive. Furthermore, the East Islip School District reserves the right to request any additional information deemed necessary for the proper evaluation of this bid.

GENERAL BID INFORMATION

1.0 AWARD OF CONTRACT

- 1.1 The award of contracts shall be made as soon as practical after the opening of bids.
- 1.2 The Board of Education reserves the right to award or to reject any and all bids in whole or in part; (when in its sole discretion it deems that it will serve the best interests of the School District), to waive technical defects, irregularities, and omissions; and to select in its sole discretion which of two or more identical bidders shall be awarded the contract.
- 1.3 The award of contracts shall be made pending passage of the district budget coinciding with the school year for which the items/services are intended.
- 1.4 The contract, if awarded, will be to the lowest responsive/responsible bidder(s) in part or in whole who meet all the terms of the specifications.
- 1.5 The East Islip School District guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The services described herein are estimated requirements only, and can be modified by the Board of Education in accordance with District needs.

2.0 INDEMNIFICATION AND HOLD HARMLESS

- 2.1 The contractor agrees to conduct its activities pursuant to this Agreement so as not to unnecessarily endanger any person and to indemnify and hold harmless the East Islip Union Free School District, its Board members, agents, officers, and employees against any and all claims, demands and causes of action, including claims for personal injury and/or death, damages (including judgments, settlements and attorneys fees and damages to the District's property), costs and liabilities, at law or inequity, of every kind and nature whatsoever, directly or proximately resulting from or arising out of or caused by the acts of omissions of the contractor, its officers, agents, employees, guests, patrons, students or invitees, whether such actions are authorized by this Agreement or not.
- 2.2 The contractor shall, at the District's demand, defend at its own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against the District, its Board members, agents, officers, or employees on any such claim, demand, or cause of action arising out of or in connection with its performance of this agreement. Prior to any performances under the contract, the contractor shall procure and keep in force adequate levels of insurance coverage during the terms of this Agreement or any renewal thereof, at its own cost and expense.

3.0 GUARANTEE

- 3.1 The Contractor shall guarantee that the material/equipment offered is standard new equipment, latest model of regular stock product and in current production, and includes all parts regularly used with this type of equipment; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- 3.2 Every unit delivered shall be guaranteed against faulty material and workmanship for a period of twelve months unless otherwise specified. If, during this period, such faults develop, the unit(s) or part(s) affected shall be replaced without any cost to the East Islip School District. When the manufacturer's standard guarantee for the complete unit or any component thereby exceeds twelve months the longer guarantee period shall apply.

4.0 FINANCING OF MATERIAL OR EQUIPMENT PURCHASES

- 4.1 When any bid includes the lease and/or purchase of material and/or equipment, the vendor shall submit a price on the Bid Cost Report supplied by the East Islip School District. The price offered shall include all delivery, finance and any other charges that may be associated with said purchases or lease. The District shall only deal with the vendors actually submitting the Bid and supplying the material, service or equipment described in the attached specifications.
- 4.2 Any financial or other arrangements made between the vendor and any other party as a part of this bid are strictly between those parties and the District shall not be included or be required to participate in them in any way. Furthermore, the District shall only make payments directly to the vendor awarded a contract as a result of that vendor submitting a valid bid, being deemed the successful vendor, awarded a contract and issued a purchase order. The District shall not make partial or prepayments of any kind unless stipulated in the specifications by the District.

5.0 BID FORM RESPONSES

- 5.1 When filling out the attached bid form be certain that:
1. All blanks are filled in with the requested information.
 2. All forms are signed in blue or other non-black ink.
 3. All areas requiring a price are to be filled in as follows:
 - Supply a numerical price for all products or services to be provided. (This includes a \$0.00 if there is no additional cost for any item)
 - The words "No Bid" if you are not interested in or unable to perform any particular portion for the bid.
 - All markings other than those indicated above or any blank spaces where prices are indicated shall be deemed as a "No Bid" by the District and shall make the vendor non-responsive for that particular item(s). No exceptions shall be made in this case.
 4. Bids must be clear and legible. Bids that are incomplete, conditional, or obscure may be rejected by the Board of Education on the basis of not meeting bid specifications.
 5. Vendors are to pay particular attention to the way each item is requested to be priced.
Example: Price \$_____ /each, or / lot, or / ounce.
 Varying from the requested price breakdown may cause that item to be deemed non-responsive.

6.0 SCOPE

The purpose of this bid is to establish pricing for CESSPOOLS /GREASE TRAPS & STOPPAGES MAINTENANCE/REPAIR DISTRICT-WIDE as indicated within these specifications, for the East Islip School District.

- 6.1 The bid prices shall be firm for one year during the July 1, 2013– June 30, 2014 time frame.
- 6.2 The Board of Education reserves the rights to waive any informality in or to reject any or all bids, or to accept the bid or those bids, which in its judgment is or are best for the school district.
- 6.3 **This bid is not considered to be a Capital Construction Project.** Note: Capital Construction Projects bids must be accompanied by cash, certified check or bid bond from the bidder with a surety or sureties acceptable to the Board of Education in an amount not less than five percent (5%) of the total bid. Checks or bid bonds will be returned to all successful bidder or bidders within five (5) days after the owner and the accepted bidder or bidders shall have executed the contract, or if no contract has been executed, within thirty (30) days after the date of the opening of the bid, upon demand of the bidder or at the time thereafter, so long as he has not been notified of the acceptance of the bid.
- 6.4 The successful bidder may be required to furnish a Performance Bond and Completion Bond, in an amount equal to 100% of the bid price, in form and with a surety or sureties to the Board of Education.

- 6.5 It is intended that these specifications do not hinder competition and bids to supply products that are equal or superior to the standards established in these specifications will be given every consideration. The services described herein can be modified by the Board of Education in accordance with District needs.
- 6.6 Wherever in the attached bid specifications reference is made to a catalogue or manufacturer's number, this reference establishes the design, dimension, minimum standards, and general quality of workmanship and materials. Proposals to furnish other manufacturers must be accompanied by the name of the manufacturer, illustrations, or photographs with full details and complete information as to how the equipment differs from that specified. At the request of the purchaser, a bidder shall submit for inspection actual samples of such equipment within five (5) days after such request. The decision of the Board of Education in regard to the acceptance of such proposals as equal shall be final.
- 6.7 Contractor shall pay his employees the "prevailing rate of wage" as defined in Section 220 of the New York State Labor Law, Schedule of Wage Rates. New York State Department of Labor Prevailing Wage Schedule attached.
- 6.8 The contractor shall furnish and deliver furnishings and equipment described in the specifications with all appurtenances, parts and accessories not specifically mentioned in the Articles of Specifications, but which are normally a part of the furnishings or equipment called for or necessary to render it complete and ready for usage. This shall be included within the bid price and the contractor shall conform to the best business practices of his profession.

7.0 JUDGMENTS/LEGAL FINDINGS

- 7.1 By submitting this bid for consideration, the vendor affirms that they currently have no judgments or other legal findings nor have any pending judgments or other legal findings against the company or any of its executives, with any federal, state or local government entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of the bid.
- 7.2 Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the East Islip School District.

8.0 SUBSTITUTIONS

- 8.1 A contract, if awarded, will be on the basis of materials and equipment as described in the drawings or specifications. When the schedule indicates a brand name or a specific manufacturer's or dealer's catalogue number, the bidder may furnish an article equal to or better than that named with prior approval by the Plants and Facilities Administrator. In every case, **such proposed substitution shall be clearly indicated by the bidder**, stating the name of the manufacturer, or the trade name. The Board of Education reserves the right to determine the equality of substitutions.
- 8.2 Such decisions regarding the equality will be based upon performance tests made in the District or by an Independent Laboratory analysis. All costs associated with the review of any equal item prior to recommendation to award, shall be at the bidders expense. However, the bidder must include with the bid package, documentation establishing equality of construction, operation and utility.
- 8.3 In case the substitution involves a different size, weight, color, etc., this must be stated.
- 8.4 The decision to accept or reject an equal item rests solely with the Board of Education. If a substitute "or equal" item is not accepted by the Board of Education, the bid will be deemed non-responsive and the District shall reject this bid. The next lowest responsive bid shall then be reviewed for recommendation of award.

9.0 NON-APPROPRIATION CLAUSE

- 9.1 In accordance with New York State General Municipal Laws the East Islip School District will not be liable for any purchases or contracts for goods or services for which funding is not available. As a

result, the vendor agrees to hold the District harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the District.

- 9.2 Issuance of a purchase order by the District indicates that the District currently has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of a resolution by the Board of Education is not in and of itself a binding contract with the East Islip School District.
- 9.3 Should it become necessary for the District to cancel a project or purchase after an order to proceed or purchase order has been issued, the District will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

10.0 NON-ASSIGNMENT

- 10.1 The contractor will give its personal attention to the faithful performance of the contracts; it will not assign, transfer, convey, sublet or otherwise dispose of this contract, or its right, title or interest in or to the same or any part hereof, and it will not assign by power of attorney or otherwise any or the monies to become due and payable under this contract, unless by and with the previous consent in writing of the Board of Education endorsed upon or attached to the assignment filed in said offices. The contractor may not engage subcontractors, hire others to perform all or part of his agreement, nor otherwise delegate his obligations to perform under the contract without the written approval of the District.
- 10.2 In accordance with New York State General Municipal Law 109, at no time during the duration of any contract resulting from this bid, shall the successful vendor be allowed to assign any portion of this contract to a third party without express written approval by the Board of Education.

11.0 TOXIC SUBSTANCES

- 11.1 The successful vendor must supply information on any items which contain any substance that is listed in the latest printed edition of the National Institute of Occupational Safety and Health Registry of Toxic Effects of Chemical Substances or which has yielded positive evidence of acute or chronic health hazards in human, animal or other biological testing. Such information shall be sent to the East Islip Union Free School District, and shall be in conformance with New York State Law. Such information shall include;
- a. the name or names of the toxic substance including the generic or chemical name;
 - b. the trade name of the chemical and any other commonly used name;
 - c. the level at which exposure to the substance is determined to be hazardous, if known;
 - d. the acute and chronic effects of exposure at hazardous levels;
 - e. the symptoms of such effect;
 - f. the potential for flammability, explosion and reactivity of such substance;
 - g. appropriate emergency treatment;
 - h. proper conditions for safe use and exposure to such toxic substance;
 - i. procedures for clean-up of leaks and spills of such toxic substance;

12.0 PURCHASE ORDER

- 12.1 An East Islip School District purchase order will be issued for the purchase of materials/services in accordance with the bid specifications. **IN EVERY INSTANCE THE PURCHASE ORDER WILL BE THE GOVERNING DOCUMENT.**

13.0 PAYMENT

- 13.1 Invoices will be forwarded to the Accounts Payable Department at the East Islip School District, 1 Craig B. Gariepy Avenue, Islip Terrace, New York 11752 within 45 days of completion of service/delivery. Failure to submit invoices timely may result in delay in reimbursement and/or financial penalties.

14.0 DURATION OF BID

14.1 The contract period is for one (1) year from July 1, 2013 through June 30, 2014. However, if the successful bidder wishes, upon mutual consent, contract may be extended for two additional one-year periods at the same terms and conditions. Extensions are granted at the sole discretion of the District.

15.0 TERMINATION OF CONTRACT

15.1 The District, by 30 days written notice, may terminate this contract, in whole or in part, when it is in the best interest of the District. If this contract is so terminated, the District shall be liable only for payment in accordance with the payment provisions of this contract for services or supplies rendered prior to the effective date of termination.

15.2 In the event the successful bidder fails to deliver as ordered, or within the time specified, or fails to abide by any of the provisions of the contract, and does not cure such failure within the ten (10) day period, the District reserves the right to terminate said contract for default, and in order to protect the continuity of the operations, the required services may be procured from the apparent responsible second low bidder or other sources. In the event default action is carried out, the delinquent contractor agrees to reimburse the District promptly for excess costs occasioned by such expenditures from revenue owed to the original contractor or from the Performance Bond.

15.3 Instances of lateness and failure to adhere to the schedule shall constitute a breach of contract.

15.4 The contractor pursuant to the provisions of Section 220 of the Labor Law, as amended, shall comply with determinations of the State Industrial Commission as to schedules of wages and supplements to be paid to all laborers, workmen and mechanics employed in connection with the work. The hourly wage rates shall not be less than the prevailing union scale at the time such labor is performed.

15.5 No bid shall be accepted, or contract awarded, to any Contractor whose performance on any previous contract with this or any other School District has been determined to be unsatisfactory. The Board of Education reserves the right to be the sole judge in this decision.

15.6 The Board of Education may make any investigation they deem necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Board of Education all such information and data for this purpose as the Board may request.

16.0 INSURANCE REQUIREMENTS FOR OUTSIDE CONTRACTORS PERFORMING A SERVICE FOR THE EAST ISLIP UNION FREE SCHOOL DISTRICT

16.1 The outside contractor, at no cost to the school district, shall maintain at a minimum the following insurance giving evidence of same to the school district in the form of Certificates of Insurance or copies of policies. The insurance carrier must be a New York State licensed carrier with an A.M. Best Rating of at least an A IX. The East Islip School District shall be the sole judge in determining the acceptability of insurance requirements.

16.2 WORKERS COMPENSATION

| | |
|-------------------------|--|
| Coverage: | Statutory |
| Extensions: | Voluntary Compensation; All States Coverage; |
| Employers Liability - | Unlimited |
| Notice of Cancellation: | 30 Days |
| Evidence: | Certificate of Insurance |

16.3 **COMPREHENSIVE GENERAL LIABILITY**

Coverage and Limits: Occurrence - 1988 ISO or equivalent
General Aggregate \$2,000,000
Products & Completed Operations \$1,000,000
Personal & Advertising Injury \$1,000,000
Per Occurrence Limit \$1,000,000
Fire Damage \$ 50,000
Medical Expense \$ 5,000

Additional Insured: School District using ISO Form CG2010 (B)

Extensions: Endorsement showing that this policy is considered primary and non-contributory with the School District's Policy.

Notice of Cancellation: 30 Days

Special: Hold Harmless as per the attached or equivalent to sample. The Hold Harmless is part of the contract entered into between the two parties. A copy of the Hold Harmless should be submitted to the insurance carrier to determine if the actual insurance coverage that they are providing is broad enough to defend the provisions of the Hold Harmless Agreement.

Evidence: Certificate of Insurance and copy of signed endorsement.

16.4 **AUTOMOBILE INSURANCE**

Coverage: Standard New York Policy insuring all owned, hired, and non-owned vehicles.

Limits: Minimum Limit - \$1,000,000. Combines Single Limit.

Additional Insured: School District is to be included as an Additional Insured.

Notice of Cancellation: 30 Days

Evidence: Certificate of Insurance and copy of endorsement.

16.5 **UMBRELLA LIABILITY**

Coverage Umbrellas Form (not Excess)

Suggested Limit \$2,000,000

Additional Insured: School District is to be included as an Additional Insured.

Notice of Cancellation: 30 Days

Evidence: Certificate of Insurance

16.6 The contractors shall ensure compliance by all sub-contractors approved by the East Islip School District used in this bid on the above requirements.

16.7 The contractor agrees that the East Islip School District is not responsible for any loss or damage whatsoever to property of contractor(s) or subcontractor(s).

GENERAL BID CERTIFICATION

The bidder certifies that he/she will furnish, at the prices quoted herein, the materials, equipment and/or services as proposed on this bid and that he/she has carefully examined the instructions to bidders, schedules and specifications. The bidder further certifies that no member of the Board of Education of the East Islip Union Free School District, nor any officer or employee is directly or indirectly interested in this bid or in any portion of the profits thereof. That he/she is of lawful age and no one other than bidder has interest in this bid.

BID PROPOSAL CERTIFICATION

Company Name: _____

Business Address: _____

Telephone Number: _____ Fax Number: _____

Federal or Tax ID #: _____ Date of Bid: _____

ADDENDA: The following is confirmation of all the addenda upon which this bid proposal is based.

| | |
|---|--------------------------|
| Addenda # _____ - Received _____, 2013 | _____ |
| | Initialed by Rep. |
| Addenda # _____ - Received _____, 2013 | _____ |
| | Initialed by Rep. |
| Addenda # _____ - Received _____, 2013 | _____ |
| | Initialed by Rep. |

Note: By signing and submitting this bid for consideration by the Board of Education the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.

THIS PAGE MUST BE NOTARIZED

STATE OF: NEW YORK County of: _____

Subscribed and Sworn to before me this _____ day of _____, 20____

appeared before me _____ to me personally known to be the individual described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same.

Print Person, Firm or Corporation

Authorized Signature

Notary Signature

Commission Expiration Date

NON-COLLUSIVE BIDDING CERTIFICATION

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

- 1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or competitor.
- 2. Unless otherwise 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.

(Signed) _____

(Title) _____

RESOLUTION - For corporate bidders only

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for the following project (describe project)

and include in such bid or proposal the certification as to non-collusion required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

(SEAL OF THE CORPORATION)

NAME: _____

TITLE: _____

FORM OF DISCLOSURE

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

| <u>Name</u> | <u>Title</u> |
|-------------|--------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

3. Does any direct relative of a member of the Board, administration, or staff possess any financial interest, directly or indirectly, in the firm (for purposes of their inquiry a direct relative is to be defined as a parent, spouse, child or sibling). _____ If yes, set forth below the East Islip School Board Member, administrator, or staff member whose relation possesses 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 LAW OR GENERAL MUNICIPAL LAW, AS APPLICABLE.

Firm: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

REFERENCES

References are to be considered part of the Bid Specifications. A contractor's failure to supply four (4) reliable references with bid proposal could result in the rejection of his bid.

Please list four (4) references who have purchased materials/services in a manner similar in scope to the specifications of this quote.

- 1. Firm Name: _____
Contact Name/Title: _____
Address: _____
Telephone: _____
Date(s) of Service: _____

- 2. Firm Name: _____
Contact Name/Title: _____
Address: _____
Telephone: _____
Date(s) of Service: _____

- 3. Firm Name: _____
Contact Name/Title: _____
Address: _____
Telephone: _____
Date(s) of Service: _____

- 4. Firm Name: _____
Contact Name/Title: _____
Address: _____
Telephone: _____
Date(s) of Service: _____

INDEMNIFICATION AGREEMENT

The Bidder agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the District, the Contractor/Licenser agrees to indemnify and hold harmless the East Islip School District, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor/Licenser or third parties under the direction or control of the Contractor/Licenser; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the Agreement and to bear all other costs and expenses related thereto.

AUTHORIZED SIGNATURE

DATE

NOTARY PUBLIC

DATE

NON-BIDDER'S RESPONSE

For purposes of maintaining accurate bidder's lists and facilitating your firm's response to our invitation for bid, the East Islip School District is interested in ascertaining reasons for prospective bidders' failure to respond to invitations for bids. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the East Islip School District, Purchasing Department, 1 Craig B. Gariepy Ave., Islip Terrace, NY 11752. Failure to either submit a bid proposal or return this form will result in removal of your firm's name from our bidder's lists. Thank you for your cooperation.

We are not responding to this invitation for bid for the following reason(s):

- Items or materials requested not manufactured by us or not available to our company.
- Our items and/or materials do not meet specifications.
- Specifications not clearly understood or applicable (too vague, too rigid, etc.).
- Quantities are too small.
- Insufficient time allowed for preparation of bid.
- Incorrect address used. Correct mailing address is:

- Our branch/division handles this type of bid. Correct name and mailing address is:

- We are unable to bid at this time but would like to continue to receive invitations for bids.

- We are unable to bid and wish to be removed from the bidder's lists.

NAME OF FIRM: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____
Signature of Representative

DATE: _____

SPECIFICATIONS FOR CESSPOOLS/GREASE TRAPS & STOPPAGES MAINTENANCE/REPAIR D/W

This contract for services includes the following where applicable:

1. To provide skilled, experienced, prompt service of a wide variety of repairs at various East Islip School District facilities on an "on call" basis, as required. The company must have, as a minimum, 5 years of continuous experience in the appropriate field. Companies with less than the required experience will not be considered.

State here the number of years of experience: _____.
2. Work shall include troubleshooting, repairing, replacing, new work and general maintenance.
3. Contractor must be equipped to provide emergency repair work within two (2) hours and to commence non-emergency/new work within two (2) work days.
4. Contractor's service persons shall have tools and equipment necessary to perform required work.
5. When repairing or replacing, the contractor must use the most up-to-date materials being manufactured. No obsolete materials shall be allowed.
6. Parts that have been replaced shall be the property of the East Islip School District and shall be left at the site unless directed otherwise by the Plants & Facilities Administrator.
7. All parts shall be new and must be a direct replacement for the original equipment. Additionally, if equal to or better than the original equipment is requested to be used by the contractor, prior approval must be given by the Plants and Facility Administrator. Rebuilt parts may be used only with prior approval of the school district. The district reserves the right to furnish parts and materials if they deem it to be in their best interest.
8. The contractor at the district's request shall maintain an inventory of new manufacturer's parts and materials so as to insure prompt repairs on short notice.
9. No travel time will be paid. Payments will be made only for time on the job. **All invoices must be accompanied by daily service tickets specifying time of arrival, work done, materials used, time of departure for each employee, and must be signed by an authorized representative of the school district.** A copy of this ticket is to be left with the signer, and this shall be the basis for payment. Service tickets not submitted in a timely fashion will result in payments being held up. Travel time will only be paid when the district considers a repair an emergency and requires contractor to immediately respond to that emergency.
10. When contractor is called upon to perform emergency work, the service tickets shall be mailed the following day to the Plants & Facilities Administrator for signature.
11. No vehicle use will be paid for in the normal course of transporting mechanics and materials to the job site. Contractor may submit a quotation for use of special vehicles. Contractor must obtain prior approval for payment of special vehicle use.
12. Under this contract, sub-contracting shall not be permitted without prior approval of the district. If the permission of the district is granted for the use of a sub-contractor, the incumbent contractor will be allowed to add 10% to the invoice from the sub-contractor for handling and accounting purposes.
13. Contractor shall pay his employees the "prevailing rate of wage" as defined in Section 220 of the New York State Labor Law, Schedule of Wage Rates. The East Islip School District will require proof of payment of the employee's workers reflecting the prevailing rate of wages, through certified payroll.
14. Contractor shall be licensed by the County of Suffolk and local municipalities, where required and submit documentation upon award.

15. All work must be done in accordance with the National Code, current edition, and all state and local codes.
16. The District reserves the right to assign its personnel to assist the contractor's mechanics if they deem it to be in their best interest.
17. All labor shall be guaranteed for a period of one (1) year from date of acceptance. All parts and materials shall be guaranteed for a minimum of ninety (90) days or in accordance with manufacturer's warranty if greater than ninety (90) days.
18. When new work is required, the contractor shall provide for approval a detailed drawing showing construction and method of installation.
19. Except for emergency work, the contractor will be required to submit a budget cost estimate before any work is started. On emergency work, the contractor must submit his budget cost estimate within forty-eight (48) hours after starting the job. Contractor may be required to furnish a "not-to-exceed" price for a specific project to enable the district to encumber funds for that work.
20. In the event work cannot be performed as per time schedule by the primary contractor, the secondary contractor will be called upon to perform at his quoted price, with no penalty to the primary contractor.
21. Contractor is to have all work done in the best workmanlike manner, and 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, the buildings broom clean, and everything in satisfactory repair and order.
22. Equipment, supplies and materials shall be stored at the site only upon the approval of the using agency and at the contractor's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of material.
23. Contractor shall perform work so as to cause the least inconvenience to the district and with proper consideration for the rights of other contractors or workmen. The contractor shall keep in touch with the entire operation and install his equipment promptly.
24. Installation shall also include the furnishing of any rigging necessary to move equipment into the building and the removal and resetting of any removable windows used for moving equipment into the building.
25. Contractor shall acquaint himself with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
26. Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which he or his work persons are responsible.
27. Contractor may not impose a fuel charge under any name.
28. The contractor shall furnish four (4) reliable references, which have received service from you similar in manner and scope to the specifications of this bid package. The East Islip School District would prefer to see references from other public school systems that would reflect requirements similar to ours.
29. Contractor must insure that his/her employees abide by the prohibition against smoking in school buildings or on school grounds.
30. Contractor must follow the rules and regulations of the school district. This includes but is not limited to employees displaying photo identification and wearing a name tag.

**DETAILED REQUIREMENTS FOR CESSPOOLS /GREASE TRAPS & STOPPAGES
MAINTENANCE/REPAIR DISTRICT-WIDE**

This bid will be awarded on the grand total, to the lowest responsive, responsible bidder.

The purpose of this contract is to obtain maintenance/repair services of cesspools/grease traps and stoppages district-wide. This contract for preventive maintenance and repair services shall include but not be limited to the information below.

The East Islip School District is in the process of establishing a rate structure for district-wide cesspool, septic system, sewer service, and roof drain service.

A bi-annual (twice a year/every six months) maintenance of district wide grease traps shall be included with this contract.

A report listing the gallons removed from District grease traps (all buildings), shall be provided as part of this contract as required for the D.E.C. and the E.P.A.

The following buildings are to be provided service for the following:

East Islip High School: Grease trap off the kitchen in the west parking area is rated at 5,000 gallon capacity.

East Islip Middle School: Grease trap off the kitchen area is rated at 3,000 gallon capacity.

Early Childhood Center: Grease trap off the kitchen area is rated at 1,000 gallon capacity.

John F. Kennedy Elementary School: Grease trap off the kitchen area is rated at 2,000 gallon capacity.

Timber Point Elementary School: Grease trap off the kitchen area is rated at 1,000 gallon capacity.

Ruth C. Kinney Elementary School: Grease trap off the kitchen area is rated at 2,000 gallon capacity.
14,000 gallon septic tank with distribution field.

Connetquot Elementary School: Grease trap off the kitchen area rated at 2,000 gallon capacity.
West septic system has 2,000 gallon capacity rating.
North septic system has 10,000 gallon capacity rating with a large
19 to 20 distribution pool drainage field.

It should be noted that the following buildings are tied into the Southwest sewer district:

- East Islip Middle School
- Early Childhood Center
- John F. Kennedy Elementary School
- Timber Point Elementary School
- East Islip High School

As part of your capability to provide District Wide Cesspool and Septic System Service, list all applicable equipment that will be provided for these services in terms of:

- Tanks, trucks, and capacities: _____

- Trailer capabilities: _____

- Whether you have a back hoe, dump truck availability, orange peel and bucket excavator for storm drain cleaning: _____

BID COST REPORT

CESSPOOLS/ GREASE TRAPS & STOPPAGES MAINTENANCE/REPAIR DISTRICT-WIDE

| <u>Description</u> | <u>Cost</u> |
|--|-------------------------|
| Pumping rate for grease traps | _____per 1,000 gallons |
| Pumping rate for septic tanks | _____per 1,000 gallons |
| Chamber aeration service | _____per chamber |
| Hydro jetting service | _____per pool |
| Sewer rooting service | _____per hour |
| Sewer jetting service | _____per hour |
| Chemical treatment service | _____per 5 gallon group |
| Bacterial treatment service | _____per gallon |
| Roof drain jetting service | _____per hour |
| Surge ejection service | _____per hour |
| Evacuating/Excavating storm drain | _____each |
| Report (listing the gallons removed from district grease traps-all buildings) required for the D.E.C. and the E.P.A. | _____per report |

- *All dumping fees must be included in cost.**
- *All receipts for dumping must be submitted to the District.**

Only prices listed on the Bid Cost Report will be considered