



SUFFERN CENTRAL SCHOOL DISTRICT
45 Mountain Avenue
Hillburn, New York 10931-0935

PUBLIC NOTICE TO BIDDERS NO. SCSDSHSSBCBPC03152023

REQUEST FOR BID: SHS SOFTBALL BATTING CAGE & BULLPEN CONSTRUCTION

DATE AND TIME OF REQUEST FOR BID OPENING: March 15, 2023 at 12:00 PM

Request for Bid Terms and Conditions

The Suffern Central School District is requesting bids from qualified proposers for the construction of a new Batting Cage & Bullpen at Suffern High School. Failure to comply with all provisions of the Request for Bid may result in disqualification. Request for Bid responses must be sealed when delivered. The outside of the Bid envelope should be marked with:

**“Request for Bid # SCSDSHSSBCBPC03152023
SHS SOFTBALL BATTING CAGE & BULLPEN CONSTRUCTION
March 15, 2023 @ 12:00 PM”**

The envelope itself is to be addressed as follows:
SUFFERN CENTRAL SCHOOL DISTRICT
ATTN: HEATHER CAMPBELL, DISTRICT CLERK
45 MOUNTAIN AVENUE
HILLBURN, NEW YORK 10931

There will be a mandatory Pre-Bid walk through on 3/13/2023 @ 9:00am at Suffern High School Softball field.

Request for Bids received after the above-cited time will be considered a late Bid and will not be accepted. In the event that Suffern Central School District Purchasing Office is closed the day of the Bid Opening, the Bid(s) will be opened at the same time, on the next day that the District Purchasing Office is open.

The Suffern Central School District reserves the right to consider experience, service and reputation in the above-referenced fields. In addition, the District reserves the right to consider the financial responsibility and specific qualifications, as set out therein, of the prospective bidder in its evaluation of the bids and award of the contracts.

The District reserves the right to reject any and all Bids received as a result of this Request for Bid.

Suffern Central School District reserves the right to award all or any portion of this Request for Bid.

Term of Engagement:

Work to be performed during the period of April 1, 2023 through July 1, 2023.

INSTRUCTIONS TO REQUEST FOR BID

1. This Request for Bid is signed by the Bidder with full knowledge and acceptance of all provisions of the **INSTRUCTION TO REQUEST FOR BID**, special requirements, if any, the Request for Bid and the Request for Bid forms, and general conditions.
2. Each Request for Bid must be accompanied by a properly completed copy of the attached “**NON – COLLUSIVE BIDDING CERTIFICATE.**” Failure to sign this statement will constitute grounds for rejection of a Request for Bid.
3. Request for Bids must be submitted on the attached set of forms. (Do not separate these sheets.)
4. Request for Bids shall be enclosed in an opaque envelope and marked with the name of the Bidder and Request for Bid name and number referenced.
5. Each Request for Bid must be accompanied with a properly filled out **HOLD HARMLESS AGREEMENT.**
6. Each Request for Bid must be accompanied with a properly filled out **IRAN DIVESTMENT ACT OF 2012 CERTIFICATION.**
7. Each Bidder must fill out and return all parts of Request for Bid forms. The District reserves the right to accept each Request for Bid by individual item or as a whole, or in its discretion, to reject all Request for Bids and re-advertise.
8. No Bidder may withdraw his Request for Bid within ninety (90) days after Request for Bids have been opened on the aforementioned Request for Bid opening date.
9. A Bid shall include the legal name of Bidder. All required signatures shall be handwritten in ink with the full name of the person executing same. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature.
10. In order to prepare the bid carefully, each bidder will be responsible for examining the grounds and facilities described in this proposal in order to better understand the scope of the work. * There will be a mandatory Pre-Bid walk through on 3/13/2023 @ 9:00am at Suffern High School Softball field. * Upon presentation of a bid, each Bidder is certifying that he has examined all of the areas to be serviced in the District and will make no claim for **ERRORS OR OMISSIONS** in evaluating the total area to be serviced.
11. The awarded contractor must comply with all New York State Labor Laws, including compliance with the current prevailing wage rates, where applicable. All invoices must be accompanied by certified payrolls in order for payments to be processed.
12. Bidder must certify that all employees are trained in compliance with all applicable Federal, State, and local regulatory requirements, and that such training is kept up to date. Training program(s) must address appropriate topics including, but not limited to:
 - a. Services training appropriate for tasks assigned
 - b. Hazardous materials

- c. Fire and Safety procedures
- d. Right-to-Know

The District may require documentation of the training program(s) prior to bid award.

13. Bids must be prepared consistent with regulatory requirements and the following standard definitions:
 - a. Full work day – 8 work hours, exclusive of lunch period
 - b. Lunch period – 1/2 hour or as required under regulatory guidelines
 - c. Full time work week – 5 full work days
 - d. Extra Hours – work performed by an individual after 8 work hours per day, or 40 work hours per week requested and approved by the District
14. No charge will be allowed for federal, state, or municipal sales and excise taxes since the District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
15. All bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the 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.

Bidding Procedures and Requirements

HOWEVER, THE BOARD OF EDUCATION RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS TO BE BIDDING OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC BID, 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 District.

1. 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 specifications.
2. All bids must be sealed. All bids must be addressed to the District. Bid envelopes must be clearly marked. Also, the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the Bids will become the property of the District and will not be returned.
3. Non-compliance with any of the above requirements will constitute sufficient grounds for rejection of bid.
4. Bid must include a completed W-9 form.
5. Bidder must certify that all employees are trained in compliance with all applicable Federal, State, and local regulatory requirements, and that such training is kept up to date. Bidder must submit an outline of their training program(s). Training program(s) must address appropriate topics including, but not limited to:
 - a. Services training appropriate for tasks assigned
 - b. Hazardous materials
 - c. Fire and Safety procedures
 - d. Right-to-Know

The District may require documentation of the training program(s) prior to bid award.

6. Bids must be prepared consistent with regulatory requirements and the following standard definitions:
 - a. Full work day – 8 work hours, exclusive of lunch period
 - b. Lunch period – 1/2 hour or as required under regulatory guidelines
 - c. Full time work week – 5 full work days
 - d. Extra Hours – work performed by an individual after 8 work hours per day, or 40 work hours per week requested and approved by the District

QUALIFICATIONS OF 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 District and the public generally. The District may make any investigation necessary to determine the ability of the Bidder to fulfill the Contract and the Bidder shall furnish the District with all such information for this purpose as the District may request. If, in the opinion of the District, the Bidder is not properly qualified or responsible to perform any obligations of the Contract bid upon, the 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, equipment and capabilities to satisfy all requirements of this contract.
- b) Bidders shall be able to demonstrate at least three (3) years of continuous service in all bid areas. References shall be provided as set forth herein. The District reserves the right to request additional documentation or information from the bidders as a means of determining qualifications and/or responsibility.

General Conditions

Each bid will be received with the understanding that its acceptance, in writing, by the District, approved by the Board of Education, to furnish any or all of the items described shall constitute a Contract between the successful bidder and the District.

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

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

The General Conditions, Contractual Stipulations, Specifications, Notice to Bidder, and Addenda shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract Documents" shall include all of the aforesaid together with the Contract itself.

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

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

Each bidder must demonstrate that it is a responsible organization possessing adequate financial resources to accomplish the various services as described herein and that it has a satisfactory record of performance and integrity.

Bidder must include a reference list, setting out the names, telephone numbers, and addresses of references, and work performed for each, along with approximate dates.

Bidder must be financially responsible, as demonstrated by:

- A lack of pending lawsuits or substantive outstanding judgments or liens, including Federal or State tax liens.
- No denials of performance bonds within the last seven years.
- A satisfactory credit history as evidenced by a review that may be made by the District.
- Work performance in the areas which contractor submits bids, in other businesses and other school Districts/municipalities.
- Such other information as the Board of Education, in its sole discretion, determines is relevant to the responsibility of the bidder.

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 information presented.

The successful bidder is expected to be knowledgeable of the grounds and facilities of the District.

The successful bidder must be an equal opportunity employer.

Interpretation of Bidding Documents

No interpretation of the meaning of the specifications or other Contract document will be made to any bidder orally. Any questions regarding this bid must be emailed to Arlene Noonan at anoonan@sufferncentral.org prior to 8:00 A.M. May 10, 2023. Any such questions will be answered via the BidNet Direct Website, with email copies to all interested bidders who have registered their email address and intent to bid with the District. Responses will be provided within 2 business days of receipt.

CONTRACT AWARDS

The District will endeavor to make awards within forty-five (45) days of the date of the bid opening and all bids shall remain firm during that time frame. The District further reserves the right to make award following this period to any bidder who has not provided written notice to the District that its bid has been withdrawn.

The District reserves the right to reject all bids; to reject any bid in whole or in part; to waive technical defects, qualifications, irregularities, and omissions if in its judgment the best interests of the District will be served.

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.

Award will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the Bidder, their conformity with the specifications, the purposes for which required, and such other factors as the District may deem relevant.

LIQUIDATED DAMAGE FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder upon failure or refusal to execute and deliver the contract, insurance certificates and statements required within eight (8) days after notice of the acceptance of the bid, will forfeit to the owner, as liquidated damages for such failure or refusal, the security posted with the bid.

ASSIGNABILITY OF CONTRACT

The contractor is prohibited from assigning, transferring, conveying, sub-letting or disposing of this contract or of any part thereof, or any payment to become due hereunder, or of his right, title or interest therein, or his power to execute such contract to any other person or corporation without previous consent in writing of the Board awarding the contract. In any instance where the contractor fails to comply with this clause, this contract may be immediately declared by the District to be breached.

Contractual Stipulations

1. Potential Bidders shall attend the mandatory Pre-Bid walk through on 3/13/2023 @ 9:00am at Suffern High School Softball field.
2. Bids for Service areas must be based on services provided at locations as described in Contractual Stipulations and Specification for Scope of Work for the service area. The successful bidder must demonstrate the ability to have sufficient staff to handle the contract as specified.
3. A copy of the contractor's resume and references must be submitted to the District and must demonstrate at least three (3) years of services work in the applicable bid service categories and must include a reference list, including names, addresses, and telephone numbers, work performed, and approximate date(s).
4. Personnel Requirements:
 - a). All personnel must be at least minimum 18 years of age.
 - b). All personnel must speak the English language to communicate with District personnel.
 - c). All personnel who will be assigned to the District and who will be on site daily must have fingerprint clearance from New York State pursuant to the SAVE legislation, prior to assignment to the District. The successful Bidder shall be responsible for requesting such fingerprint clearance online (directions may be obtained from the Facilities Office), and shall pay the cost of fingerprinting (payable to NYS Education Department) and the cost for the LIVESCAN processing for employees who have not already been fingerprinted.
5. Contractor certifies that Contractor holds a personnel folder on file for each employee who will work in the District. Contractor further certifies that the personnel file will be kept current. The personnel file must contain current name, address, and phone number, as well as the information listed below:
 - a). Date of Birth
 - b). Social Security Number
 - c). Copy of valid New York State Department of Motor Vehicle Driver's license.
 - d). Copy of New York State Fingerprint Clearance (for personnel who will be on site daily).

- e). Training documentation
6. Contractor must supply the District with a list of all personnel who will work on District premises, and must notify the Facilities Office immediately of new hires. Contractor must give notice to the District of all personnel changes (including temporary/covering replacements), and provide District with annually updated list of personnel (including temporary/replacements) working in the District.
 7. The use of alcohol and tobacco products will not be permitted anywhere on School Grounds.
 8. The successful Bidder shall not have any contact or communication with any student or teacher. Staff members of the successful bidder shall not fraternize with students or teachers. Conversations with staff must be limited to work related requests. No conversation with students is permitted.
 9. The successful bidder, its agents and employees will wear District -approved photo identification badges at all times when on-site rendering services or performing work.
 10. No travel time will be paid. Payments will be made only for time on the job.
 11. The successful Bidder shall pay its employees the current “prevailing rate of wage” as defined in Section 220 of the New York Labor Law, Schedule of Wage Rates, where applicable.
 12. The successful Bidder is to comply with all Federal, State and Local regulations relating to certification and licensure, labor, such as minimum hour wage, working conditions, insurance, taxes and safety factors in cases where installation of equipment is involved.
 13. 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 this contract or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color, 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.
 - b) 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 this contract on account of race, color, creed or national origin.
 - c) There may be deducted from the amount payable to the successful bidder a penalty of one hundred 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.
 - d) This Contract 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 of the Contract.
 - e) The aforesaid provisions of this section shall be limited to operations performed within the territorial limits of the State of New York.
 14. The successful bidder 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 successful bidder shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the District, its 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.

15. The successful bidder shall be licensed by the County of Rockland and local municipalities, where required. Copy of license/certificate must be submitted with bid.
16. The successful bidder shall purchase and maintain insurance, which may arise from operations under the contract. Said policies shall be purchased in the amounts set forth in this bid to protect the Board against claims arising from or related to the operations of the successful bidder and its subcontractors.

The successful bidder shall pay all deductibles of Board's insurance for claims as a result of the negligence of the successful bidder.

Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

The successful bidder shall require all District - approved subcontractors to carry similar insurance coverage and limits of liability as set forth above and adjusted to the nature of subcontractors' operations and submit same to the Board for approval prior to start of any work. In the event successful bidder fails to obtain the required certificates of insurance from the subcontractor and a claim is made or suffered, the successful bidder shall indemnify, defend, and hold harmless the Board, its agents or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

17. 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 Request will be met. The name of the insurance company that will provide the mandated insurance will be stipulated. The insurance carrier must be licensed to do business in New York State.
18. 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 District. It shall further state that a similar thirty (30) days prior written notice will be given to the 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 successful bidder, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverage are excluded by endorsement or otherwise excepting such as appear in the standard printed policy itself. The District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the successful bidder agrees to assist in obtaining any such desired information.
19. The successful bidder shall hold harmless, defend and indemnify the District from all claims for damages to property and bodily injury, including death, which may arise from operations under the Contract(s), including but not limited to claims brought against the District by third parties, employees of the District, or employees of the successful bidder.
20. 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, fires, floods, acts of God, or for any other acts not within the control of the successful bidder, except for strikes or labor unrest, and which by exercise of reasonable diligence it is unable to prevent.
21. This contract may be terminated by the District upon not less than seven (7) days written notice should the successful bidder fail substantially to perform in accordance with the terms of this contract through no fault of the party initiating the termination.

22. The successful bidder shall have three (3) days from notice of its breach to cure said breach. Upon failure to cure, the District shall have the right to take over the work and complete the work at the expense of the successful bidder. In the event this contract is terminated, the successful bidder shall be compensated for work performed to the date of such termination in accordance with this contract.
23. The District may at any time, at will and without cause, terminate any part of the Contractor's work or all of the Contractor's remaining work for any reason whatsoever by giving three (3) days' written notice to Contractor, specifying the portion of the Contractor's work to be terminated and the effective date of termination.

Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instruction from the District, cease operation as specified in the notice. The Contractor shall proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this paragraph

24. The Contractor shall bill the District upon completion of each project assignment. Payments will be made within 30 days of the date upon which bills and supporting documents are received. The District will make no advance payments. A separate invoice must be submitted for each project and/or service, using approved rates for labor and materials. No invoices will be processed without required documentation (including but not limited to: Time Sheet, Sign-In sheet, materials invoices, certified payroll, services proposal and/or job estimate). Invoices and invoicing documentation must be approved and signed by the Facilities Department.
25. Payments of any claim shall not preclude the District from making a claim for adjustment on any item found not to have been in accordance with the specifications.
26. All services shall be completed to the satisfaction of the District. The services set forth herein are for the purpose of establishing minimum standards rather than limitations.
27. Failure of the contractor to comply with the requirements of the contract to the full and complete satisfaction of the owner's representative may be cause for the owner to order the work which the contractor has failed to perform or performed unsatisfactorily, to be accomplished by others. The District reserves the right to back charge or deduct from contractor's monthly payment at double time rate for District employees to complete all work left incomplete or unsatisfactory and for services not rendered according to the terms of the contract.
28. If, through the carelessness and/or neglect of any employee of the contractor, any equipment or material of the District is discarded or broken, the contractor will indemnify the District.
29. The contractor shall, at all times, be responsible for the safe, careful, and efficient operation of his equipment and use of his materials. The contractor shall assume full responsibility and liability for any loss or damage to both private and school property caused by his operations and for any damages or claims for damage or injury to persons, property, and equipment which might result from any service performed under this contract.
30. The Contractor shall exercise a high degree of care to prevent unauthorized removal of District property and/or supplies. The cost of all items so removed will be the responsibility of contractor, and deducted from contractor's invoice.
31. The Contractor shall provide a written security plan to control and determine the whereabouts and assignments of all contractor personnel during operations, such as checking all areas for stragglers or unauthorized persons, locking all interior doors, closing all windows, lowering shades on first floor windows, and turning out all lights as an area is completed. The

Contractor assumes full responsibility for all keys assigned to personnel. At the end of contract period, the keys will be returned to the Facilities Office.

32. No rooms shall be left unlocked or unattended at any time.
33. The contractor will be required to follow all District directives concerning energy conservation as mandated by Federal, State, or Local Authority.
34. Contractor must furnish all materials and equipment necessary for the full performance of the work unless otherwise specified.
35. The services set forth are for the purpose of description rather than limitations.
36. The contractor must provide annual Right-To-Know training to all personnel. The contractor must train all personnel to do their jobs safely and avoid hazardous situations. Personnel must also be trained to identify hazards, secure the area, and to report the hazard to the District immediately, including gas and water leaks. Contractor certifies that documentation of such training will be available in the employee's personnel folder prior to assigning the employee to work in the District.
37. All contractors' personnel shall be instructed in the operations of various types of fire extinguishers and their use in extinguishing various types of fires. Personnel shall know the location of fire alarm boxes and the procedures to follow in the event of fire. Contractor certifies that documentation of such training will be available in the employee's personnel folder prior to assigning the employee to work in the District.
38. Bidder certifies that it has implemented a written policy addressing sexual misconduct and harassment prevention in the workplace and provides annual sexual misconduct/harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-G of the New York State Labor Law.
39. The District reserves the right, in the exercise of its sound discretion, to reject the bidder's employees or to direct that they be replaced. The Bidder agrees to indemnify and hold the District harmless from and against any and all claims asserted against the District in connection with the exercise of its rights to reject the Bidder's employees.

SPECIFICATIONS FOR SCOPE OF WORK

SHS SOFTBALL BATTING CAGE & BULLPEN CONSTRUCTION

The services called for under this section are to provide all labor, materials, equipment, and licenses to perform the excavation, construction, and completion of a new batting cage and bullpen area at Suffern High School Softball field. All employees working on site performing these services must be properly trained before coming on site and must demonstrate to the District that they can perform the services.

1. Excavation of area to be developed.
2. Build interlocking retaining wall with Geo Grid to include drainage where required due to elevation changes. 4" perforated drainage pipe, gravel with filter fabric per manufacturer design.
3. Compacted sub base to accommodate 75' x 50' 5" thick slab (see # 4 below).

4. 75' x 50' 5" thick slab to include wire mesh and cut in expansion joints every 10', all concrete, to be brush finished concrete pad to accommodate batting cage and bullpen.
5. Supply and Installation of fencing 65' long, 40' wide, with 65' center fence to include 3 swing gates at designated locations. All fence posts to be set in concrete. Total estimated linear feet of 8' high fencing estimated at 275'. All fence posts and rails to be black powder coated. Price to include all necessary hardware. 2" x 8 gauge black wire fencing to be used. All terminal posts to be 2 1/2"; line posts to be 2"; top rail to be 1 5/8".

A. Batting Cage custom size Sportsfield specialties single tension softball batting tunnel to include: four (4) powder coated black 8" schedule 40 steel poles (8.625"00) for direct embedment, one (1) hardware kit and one (1) 13'H x 14'W x 55'L #36 black nylon 1 3/4" square mesh batting tunnel net with black vinyl enclosed weighted 1/4" galvanized chain bottom and two (2) 4'W x 13'H openings with curtain style exterior overlap flaps.

Supply and install four (4) octagonal steel ground sleeves, 48' long with welded base plate for 8.625"00 post. Supply and install AT740 non-infill turf on concrete slab 65' x 40' or Equivalent.

B. Bullpen Area: Supply and install 2 pitching rubbers and 2 home plates. Supply and install AT740 non-infill turf on concrete slab or Equivalent.

See Attached Sketch.

6. Charges for hourly labor shall include all taxes, health benefits, workers compensation; other statutory insurances, travel reimbursement, sick days, vacation, overhead and profit.
7. Payment will be made only for materials actually used.
8. Unit prices invoiced for labor and materials shall be as bid. Labor rates shall be prevailing wage as appropriate. Invoices must be accompanied by certified payroll / time sheets, and vendor's wholesale cost invoices.
9. All work performed shall comply with all federal, state, and local building codes and it shall be the responsibility of the contractor to secure any permits required and where necessary any certificates of occupancy.
10. All disturbed areas to be returned to the original condition.

WORK TO BE PERFORMED AT

Suffern High School
49 Viola Road
Suffern, NY 10901

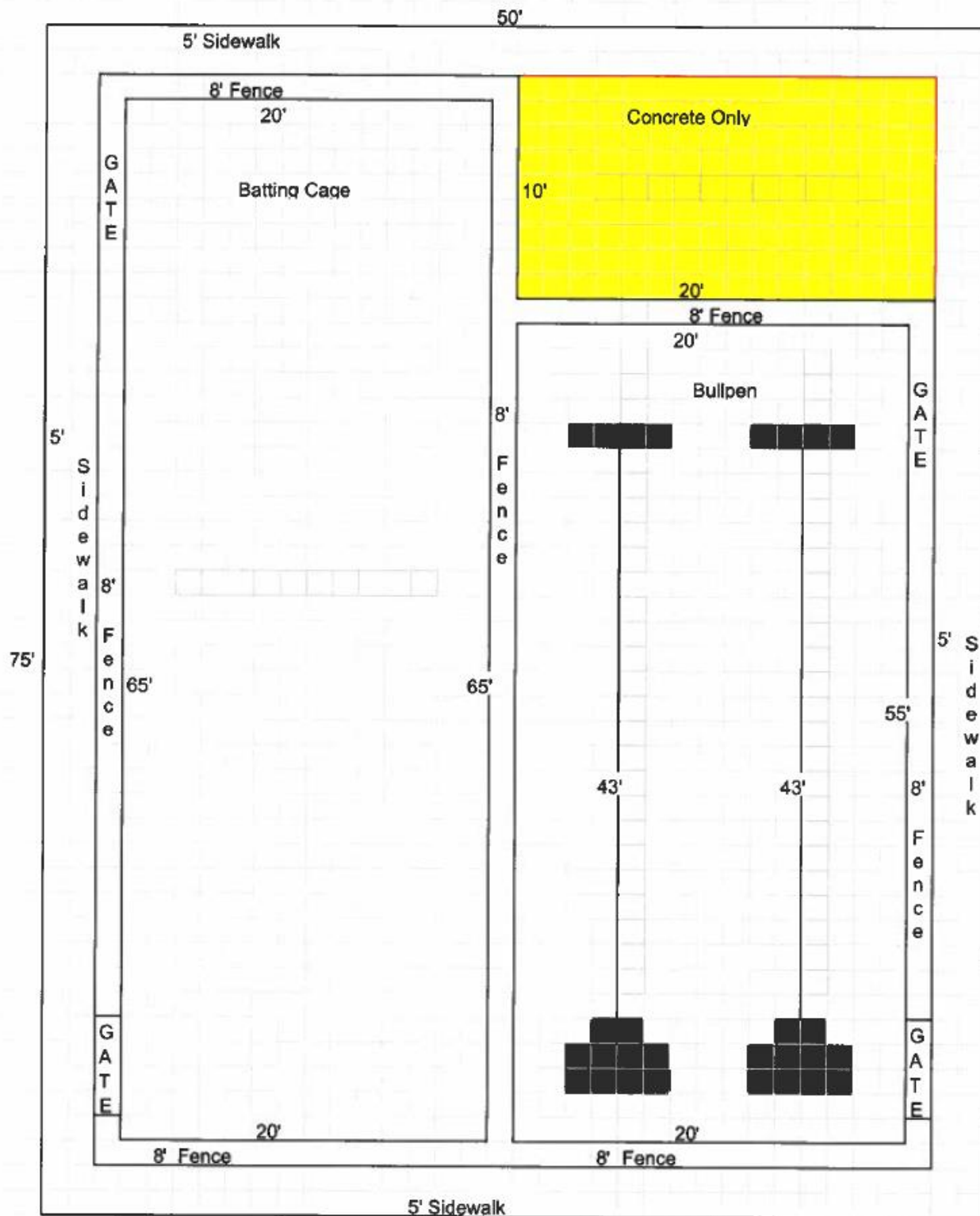


Diagram Not to Scale



Suffern Central School District
45 Mountain Ave
Hillburn, NY 10931

Request for Bid Compilation and Vendor Response Form
Schedule of Fees and Services

Base Bid

Please write out dollar amounts

\$ _____

All bids must use current hourly prevailing wage rates where applicable

Authorized Agent:

Company Name _____

Name (Print) _____

Signature _____

Title _____

Date _____

Request for Bid responses must be sealed when delivered. The outside of the Request for Bid envelope should be marked with:

**“Request for Bid #SCSDSHSSBCBPC03152023
SHS SOFTBALL BATTING CAGE & BULLPEN CONSTRUCTION
March 15, 2023 @ 12:00 PM”**

The envelope itself is to be addressed as follows:
SUFFERN CENTRAL SCHOOL DISTRICT
ATTN: HEATHER CAMPBELL, DISTRICT CLERK
45 MOUNTAIN AVENUE
HILLBURN, NEW YORK 10931



PREVAILING WAGE SCHEDULE ACKNOWLEDGEMENT

A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for this project.
PRC# 2023002447

The Bidder acknowledges that he/she will provide District with its prevailing wage rate classification as per the NYS Department of Labor (DOL). In addition, Bidder will submit its schedule of prevailing wage rates and certified payroll as required with all billing. Bidder acknowledges that it will comply with all applicable NYS DOL regulations and that information regarding prevailing wage rates can be found on the following website:

<https://labor.ny.gov/workerprotection/publicwork/PWRateSch.shtm>

Company Name of Bidder: _____

Address: _____

Contact Person and Title: _____

Phone: () _____

Mobile: () _____

Fax: () _____

E-Mail: _____

Authorized Agent:

Name (Print) _____

Signature _____

Title _____

Date _____

This form, together with the Bid Proposal Certification, must be returned with your bid.



BID PROPOSAL CERTIFICATIONS

Firm Name _____ Telephone No. _____

Business Address _____ Fax No. _____

I. General Bid Certification

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

II. Non-Collusive Bidding Certification

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

Statement of non-collusion in bids and proposals to political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

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

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

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

(b) A bid shall not be considered for award nor shall any award be made where (b) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award. Nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

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

Signature (Authorized)

Title

Date



Suffern Central School District IRAN DIVESTMENT ACT OF 2012 CERTIFICATION

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" 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 on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor 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 Contract is renewed or extended.

During the term of the Contract, should Suffern Central School District receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, Suffern Central 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 Suffern Central School District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

Suffern Central 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.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____



HOLD HARMLESS AGREEMENT

It is hereby agreed and understood that the bidder agrees to hold harmless and indemnify the Suffern Central School District, their Board of Education, any officer, agent, servant or employee of the School District 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 agents, servants, or employees or any person, firm or corporation employed directly or indirectly by them upon or in connection with their performance under the 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 contractor, its agents, or employees or any person, firm or corporation, directly or indirectly employed by them upon, or in connection with performance under the contract.

The assumption or indemnity, liability and loss hereunder shall survive contractor's completion of service or other performance hereunder and any termination of this contract.

The contractor at its own expense and risk shall defend any such legal proceedings that may be brought against the School District, the Board of Education, or any officer, agent, servant or employee of the School District on any claim or demand and shall satisfy any judgment that may be rendered against the School District, the Board of Education, or any officer, agent, servant or employee of the School District.

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand or whatever name or nature notwithstanding that contractor 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 contractor.

By: _____

Title: _____

Company: _____

SUFFERN CENTRAL SCHOOL DISTRICT
45 MOUNTAIN AVENUE
HILLBURN, NEW YORK 10931

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.

BIDS

1. The date and time of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on and in accordance with forms 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 to the bidder. The bidder assumes the risk of delay in the mail or in the handling of the mail by employees of the school District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
4. All information required by Notice to Bidders, Specifications, and Bid Offer, in connection with each item against which a bid is submitted must be given to constitute a regular bid.
5. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
6. 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.
7. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
8. Sales to school Districts are not affected by any fair trade agreements. (General Business Law, CH.39, Sec. 369-a. Sub. 3, L 1941).
9. No charge will be allowed for federal, state, or municipal sales and excise taxes since the school District is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax. Exemption certificates, if required will be furnished on forms provided by the bidder.
10. 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 specification of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.
11. Bids on equipment must be on standard new equipment of latest model, and in current production, unless otherwise specified.
12. All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc.
13. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise bid for the group may be rejected.
14. All prices quoted must be per unit" as specified: e.g., do not quote "par case" when "per dozen" is requested; otherwise, bid may be rejected.
15. Bidder must insert the price per unit and extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
16. Prices shall be net; including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
17. Under penalty of perjury the bidder certifies that:
 - (a) The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation forbids, and
 - (b) The contents of the bid have not been communicated by the bidder, or, to its best knowledge and belief, by any of any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.
18. All bids must be sealed. They may be submitted either in plain, opaque, envelopes, or in those furnished by the school District. All bids must be addressed to District Clerk, Suffern Central School District, Hillburn, N.Y. Bid envelopes must be 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. Telegraphed bids may be considered at the discretion of the school District. Telephoned quotations or amendments will not be

accepted at any time.

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 specification so state, then the successful bidder may be required to execute an agreement in relation to the performance of his contract, such agreement to be executed by the bidder within 15 days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the attorney for the school District. The performance bond shall be executed by the successful bidder at the time of the execution of the contract by the successful bidder and the board.

SAMPLES

21. All specifications are minimum standard 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.
22. 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.
23. Samples, when required, must be submitted strictly in accordance with instructions; otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which: they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The school District will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the school District shall have the right to dispose of them as its own property.
24. 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 condition imposed in the proposal, specification, etc.

AWARD

25. 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.
26. 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 Contract if such items can be obtained on the same terms, conditions, specifications, and at a lower price.
27. The school District reserves the right to make awards within ninety (90) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.
28. 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 bids on individual items or on total sums.

CONTRACT

29. Each bid will be received with the understanding that the acceptance thereof in writing by the school District, approved by the board of education, to furnish any or all of the items described therein shall constitute a contract between the

successful bidder and the school District. Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. Contract shall bind the school District on its part to order from such successful bidder (except in the case of emergency) and to pay for at the contract prices, all items ordered and delivered, within twenty-five (25) per cent over or under the award quantity, unless otherwise specified.

30. 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.
31. If the successful bidder fails to deliver 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 rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the school District promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.
32. A contract may be canceled at the successful bidder's expense upon non-performance of contract.
33. If the successful bidder fails to deliver as ordered, the school District reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.
34. 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.
35. When materials, equipment, or supplies are rejected, they must be removed by the successful bidder from the premises of the school District within five (5) days of notification. Rejected items left longer than five (5) days will be regarded as abandoned, and the school District shall have the right to dispose of them as its own property.
36. No items are to be shipped or delivered until receipt of an official order from the school District.
37. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of the school District.

INSTALLATION OF EQUIPMENT

38. 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.
39. 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.
40. 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.
41. 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.
42. 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 his 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

43. 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) That all deliveries will be equal to the accepted bid sample.

- (e) That the equipment or furniture offered is standard, latest model of regular stock product or as required by the specifications, with parts regularly used for the type of equipment of furniture offered; also that no attachment or part has been substituted or applied contrary to manufacturers 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 (one year from the date of acceptance of the replacement). The successful bidder shall make any such replacement immediately upon receiving notice from the school District.

DELIVERY

44. Delivery must be made as ordered and in accordance with the proposal and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery (not to exceed 30 days.) The delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the successful bidder. Failure to deliver because of delayed payments or for any other reason except that described in Paragraph 52 will be cause for open market purchase at the expense of the successful bidder.
45. The school District will not schedule any deliveries for Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the school District shall govern.
46. Items shall be securely and properly packed for shipment, storage and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling or sacks.
47. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school District will note for the benefit of successful bidder when
48. 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.
49. 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 packages are not received in good condition.
50. 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
Quantity
Name of 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

51. Payment for the used portion of an inferior delivery will be made by the school District on an adjusted price basis.
52. Payment will be made only after correct presentation claim forms obtained from the ordering school District.
53. Payments of any claim shall not preclude the school District from making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.

SAVING CLAUSE

54. 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, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

SUFFERN CENTRAL SCHOOL DISTRICT
45 Mountain Avenue
Hillburn, NY 10931

INSURANCE AGREEMENT-CONTRACTORS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the District as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation.
- II. The policy naming the District as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
 - Provide for 30 days' notice of cancellation.
 - State that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers.
 - The District shall be listed as an additional insured by using endorsement CG 20 10 11 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- III. The contractor agrees to indemnify the District for any applicable deductibles.
- IV. Required Insurance:
 - Commercial General Liability Insurance
\$1,000,000 per occurrence / \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - Automobile Liability
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - Workers' Compensation
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
 - Owners Contractors Protective Insurance
(Required for construction projects in excess of \$2000,000.)
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the District as the named insured.
 - Excess Insurance
\$1,000,000; \$3,000,000; \$5,000,000 (or higher) each Occurrence and Aggregate depending on the type and size of the project.
 - Bid, Performance and Labor & Material Bonds
If required in the specifications, these bonds shall be provided by a New York State admitted Surety Company, in good standing.
 - Builders Risk Insurance
Builders Risk coverage can be provided by NYSIR, or required of the contractors.
- V. The Insurance producer *must indicate whether or not they are an agent* for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The contractor is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
- VII. The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

INSURANCE SPECIFICATIONS

The _____ does have the recommended Levels of
Name of Contractor
Insurance coverage as follows:

- Commercial General Liability in the amount of one million dollars for each occurrence and two million dollars aggregate.
- Auto Liability in the amount of five million dollars combined single limit.
- Workers' Compensation Insurance.

Furthermore, Suffern Central School District is an additional Insured as respects services provided by the named Insured as per ISO endorsement CG 20 10 07 04 or equivalent.

Contractor Authorized Signature

(Sign)

(Print Name)

Date _____

Suffern Central School District

By: _____
Dr. William Castellane
Purchasing Agent

Date: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.</p>	<p>in respect to any location where the named insured is performing "your work".</p>
<p>Information required to complete this Schedule, if not shown, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.