

**SOUTHAMPTON PUBLIC SCHOOLS- PURCHASING OFFICE**

70 LELAND LANE SOUTHAMPTON, NY 11968

PHONE: 631-591-4518 FAX: 631-287-2870

BID NAME: STAGE CURTAIN INSPECTION, CLEANING & REPAIRS

BID NO. SPS20-007

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**INVITATION TO BID**

DATE: APRIL 9, 2020

NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS ARE SOUGHT AND REQUESTED FOR THE FOLLOWING:

BID NAME: STAGE CURTAIN AND RIGGING INSPECTION, CLEANING & REPAIRS

**PLACE OF OPENING:**

SOUTHAMPTON PUBLIC SCHOOLS  
ADMINISTRATION BUILDING  
425 COUNTY RD 39A STE 202  
SOUTHAMPTON, NY 11968

*copy*

**DATE OF OPENING:**

MAY 7, 2020

**TIME OF OPENING:**

11:00 AM

CONTACT PERSON: Danielle Leef  
Purchasing Agent 631-591-4518

VENDORS MUST SUBMIT BID IN SEALED ENVELOPE.

PLEASE PRINT ON THE FACE OF ENVELOPE:

- 1) NAME & ADDRESS OF BIDDER
- 2) BID NAME & NUMBER

It is the bidder's responsibility to read the attached Bid Specifications and GENERAL CONDITIONS, which outline bidding rules of the Southampton Public Schools Purchasing Department.

Upon submission of bid, it is understood that the bidder has read, fully understands and will comply with said GENERAL CONDITIONS and specification requirements.

Southampton Public Schools requires that this document be returned intact, that it be signed by an authorized representative, and filled out completely. PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID PACKAGE. Therefore, PLEASE MAKE A COPY OF BID DOCUMENT FOR YOUR RECORDS. Thank you.

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**GENERAL CONDITIONS**

**BIDS**

1. All proposals shall be made upon forms furnished by the Purchasing Agent for the Southampton Public Schools and shall be contained in sealed envelopes addressed to the Purchasing Agent Southampton Public Schools 70 Leland Lane, Southampton, NY 11968.

2. Form of proposal as issued by the Purchasing Agent shall be completely filled in, in black ink or typed on original bid form. No photocopies will be accepted. No bid will be accepted which contains any changes, additions, omissions or erasures, unless otherwise stated.

3. Bidder must submit with bid detailed specifications, circulars and all necessary data on items the bidder proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Purchasing Agent reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of the Southampton Public Schools as interpreted by the Purchasing Agent of the Southampton Public Schools.

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

5. Bidder must insert the price per unit and the extensions against each item in this 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. If a price is written in numbers and alpha - the alpha will govern.

6. The prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the Southampton Public Schools.

7. 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 by the Southampton Public Schools.

8. The Southampton Public Schools reserves the right to award in whole or in part based on the lowest responsible bid.

9. Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums.

10. All bids received after the time stated for the opening in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the Southampton Public Schools. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having their bid deposited on time at the place specified.

11. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the Purchasing Agent as to whether an alternate or substitution

is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item the bidder proposes to furnish, otherwise, bid will be construed as submitted on the identical item as specified.

12. 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, material, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

13. If two or more bidders submit identical bids as to price, the decision of the Southampton Public Schools Board of Education to award a contract to one of such identical bidders shall be final. (General Municipal Law, Sec. 103, sub. 1)

14. It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed.

The bidder must submit with their bid detailed specifications, circulars and all necessary data on the commodity to be furnished. If the commodity offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the above data may result in rejection of the bid. The Southampton Public Schools, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids.

15. See attached insurance requirements. Liability, workers compensation and disability coverage statements are required of all bidders. Automobile coverage is required from those who provide delivery. Bidders who use common carriers for delivery do not need automobile coverage statements.

16. In the event satisfactory bids are not received, the Southampton Public Schools Board reserves the right to consider alternative proposals containing deviations from Southampton Public Schools specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

17. Bidder must fill in all applicable spaces on bid form. All lines must have an indication of bidder's response whether it be "o", "N/A", "-", or a dollar figure. All lines must be filled in to indicate bidder's acknowledgment of the request.

Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. We cannot assume there is "no charge" when lines are left empty.

18. The following two items will automatically render a bid unacceptable to the Southampton Public Schools:

- a. Failure to sign bid proposal page.
- b. Failure to include necessary bid deposit (as required).

It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.

19. Faxed bids will not be accepted.

20. Southampton Public Schools reserves the right to purchase items included in these specifications on BOCES, New York State or Suffolk County Contracts, when available.

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**SAMPLES**

21. 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 Southampton Public Schools 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 Southampton Public Schools shall have the right to dispose of them as its own property.

22. All window envelopes/mailers must conform to current U.S. Postal regulations. It is the responsibility of the supplier to be familiar and adhere to these regulations.

**AWARD**

23. The Southampton Public Schools Board of Education reserves the right to reject any and all bids not deemed for the best interest of the Southampton Public Schools and to reject as informal such bids, as in their opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.

24. The Southampton Public Schools Board of Education reserves the right to waive any informality or to reject any or all bids.

25. Awards will be made to the lowest responsive, 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. No contract hereunder shall, either in whole or in part, be assigned, transferred, conveyed, sublet or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the Southampton Public Schools Purchasing Agent.

27. Should the successful bidder fail to meet a delivery date required by the specifications, the Southampton Public Schools Purchasing Agent may, at her discretion, cancel the order and terminate the contract. In such event, the Southampton Public Schools will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.

28. Should any material or equipment delivered fail to meet the specifications, the Purchasing Agent may, at her discretion require the vendor to replace the same with material or equipment which does meet the specifications and, at the vendor's expense, to remove the rejected material or equipment from wherever delivered or stored and in the event

that such proper replacement and removal is not made by the vendor within 30 days, to cancel the order and terminate the contract, in which event the Southampton Public Schools will assume no responsibility for any expense or loss to the vendor because of such cancellation or termination.

29. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the Southampton Public Schools, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the Southampton Public Schools, the Southampton Public Schools may purchase from other sources to take the place of the item rejected or not delivered. The Southampton Public Schools 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 Southampton Public Schools 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.

30. A contract may be canceled at the successful bidder's expense upon non-performance or poor performance of contract on ten-calendar days written notice to the successful bidder.

31. Payments cannot be processed by Southampton Public Schools until contract items have been delivered in satisfactory condition and the contractor has submitted a properly completed invoice to the ordering agency.

32. Extension of Prices - Political subdivisions and districts and others authorized by law including certain non-profit post secondary, secondary, and elementary educational institutions may participate in contracts resulting from this bid. Upon request, non-Southampton Public Schools agencies must furnish contractor(s) with the proper tax exemption certificate.

33. It should be noted that the extension of this contract to certain political subdivision and non-public elementary and secondary schools may cause the estimated quantities to vary considerably. However, the contractor must furnish all quantities actually ordered.

34. The Southampton Public Schools may require the successful bidder to confirm in writing, within ten days of the Schools request, that said bidder will perform the contract in accordance with its bid. The failure of the bidder to so confirm may result in the cancellation of the contract by the Southampton Public Schools in its sole discretion.

35. Any errors in the bid award, which are the fault of the Southampton Public Schools, must be forwarded, in writing, to the Southampton Public Schools Purchasing Department within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the Southampton Public Schools are discovered too late to be corrected we will issue a "no award" on those affected items and rebid or quote at a later date.

36. If a successful vendor back orders or delays deliveries the Southampton Public Schools reserves the right to rescind their award and to disqualify them from future bidding.

40. Any and all awards resulting from this bid shall be final and shall be for the complete term of the contract. No rescinding of awards will be made because of bidder error or inability to supply them.

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38. Title shall not pass until items have been delivered to the Southampton Public Schools and accepted by the requesting Department.

40. Executory Clause. It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the Southampton Public Schools and appropriated therefore, and no liability on account thereof shall be incurred by the Southampton Public Schools beyond the monies available and appropriated for the purpose thereof.

40. The Southampton Public Schools reserves the right to extend the term of this contract for any length of time up to one year beyond the time herein specified as the expiration date of this contract at identical terms and conditions. Written notice will be given to the contractor.

41. The Southampton Public Schools reserves the right to cancel this contract on 30 days written notice to the contractor(s).

**DELIVERY**

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

43. The Southampton Public Schools must be notified twenty-four (24) hours in advance of delivery. The Southampton Public Schools reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the Southampton Public Schools.

44. The Purchasing Agent will not accept any deliveries on Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.

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

46. The successful bidder shall be responsible for delivery of items in good condition at point of destination. The bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Receiving Department will note for the benefit of successful bidder when packages are not received in good condition. 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.

47. 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 Purchasing Agent. The successful bidder will be required to furnish proof of delivery in every instance.

48. Unloading and placing of equipment and furniture is the responsibility of the successful bidder, and the Southampton Public Schools 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 Southampton Public Schools, and suppliers should notify their truckers accordingly.

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

Contract Number and/or Purchase Order Number

Name of Article

Item Number (if applicable)

Quantity

Name of the Successful Bidder

50. Successful bidder may be requested to acknowledge, in writing, receipt of order.

51. No items are to be shipped or delivered until receipt of an official purchase order from the Southampton Public Schools Purchasing Department.

**INSTALLATION OF EQUIPMENT**

52. 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 or order. Old materials are the property of the successful bidder unless otherwise specified.

53. Equipment, supplies, and materials shall be stored at the site only on the approval of the Purchasing Agent 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.

54. Work shall be progressed so as to cause the least inconvenience to the Southampton Public Schools and with proper consideration for the rights of the other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.

55. 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.

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

**GUARANTEES BY THE SUCCESSFUL BIDDER**

57. The successful bidder guarantees:

(a) Their 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 repair damages of any kind for which the bidder or the bidders 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 Southampton

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Public Schools from loss in case of accident, fire, theft, etc.

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

(e) That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the Southampton Public Schools. Any merchandise provided under the contract, which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the Southampton Public Schools.

**SAVING CLAUSE**

58. 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.

**GOVERNING LAWS & RULES**

59. Section 165 of the State Finance Law prohibits the purchase of tropical hardwood products. Any bid which included products containing tropical hardwoods shall be deemed non-responsive. Exceptions shall be from an approved source or sole source where no approved equal is available. Section 167b shall apply.

60. The Contractor shall comply with all the provisions of the laws of the Southampton Public Schools, the State of New York and of the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the General Municipal Law, the Worker's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The bidder's special attention is called to those laws which are set forth below:

61. Section 103-d of the General Municipal Law of the State of New York which reads as follows:

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

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder 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 (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons 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 which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

2. The fact that a bidder

(a) has published price lists, rates or tariffs covering items being procured,

(b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or

(c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

3. 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 this 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.

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

63. Bids on equipment must be on standard new equipment of latest model and in current production, unless otherwise specified. All supplies, equipment, vehicles and

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materials must meet the provisions of the New York State Public Employee Safety and Health Act of 1980.

64. The form of non-collusion bidding certification following the form of proposal must be executed by the bidder and submitted with the proposal. Bidders must complete the attached Southampton Public Schools forms, which include Information Sheet and Vendor Reference Sheet. These forms must be submitted with the proposal.

65. The contract will be governed by New York law without regard to the law of the contracts of law; and will be deemed to be made in New York. Vendor and Southampton Public Schools agree to jurisdiction in New York courts and venue in State and Federal courts located in Suffolk County, New York.

**NON-DISCRIMINATION**

72. The bidder agrees to comply with the Southampton Public Schools Non-Discrimination Policy. There shall be no discrimination because of race, creed, color, national origin, ancestry, age, sex, physical appearance, marital status, disability, arrest or conviction record, political belief, or sexual orientation in the employment of persons for work under this contract, whether performed by the Contractor or any subcontractor. Neither shall the Contractor or subcontractor or any person acting on behalf of the Contractor or subcontractor discriminate in any manner against or intimidate any employee hired for the performance of work under this contract on account of the items listed herein.

**ADDENDA AND INTERPRETATIONS**

66. No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented, in writing, to the Purchasing Agent, Southampton Public Schools 70 Leland Lane, Southampton, NY 11968, and to be given consideration must be received by the Purchasing Agent at least five (5) business days prior to the date set for the opening of bids.

67. Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addenda sent to all holders of Contract Documents at the addresses furnished therefor, at least two (2) days prior to date set for the opening of bids.

68. Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

**QUALIFICATIONS OF BIDDERS**

69. The Southampton Public Schools reserves the right to make such investigation as it may deem necessary or advisable to determine any bidder's ability to do the work, and the bidder shall furnish to the Southampton Public Schools, on request, all data and information pertinent thereto. The Southampton Public Schools reserves the right to reject any bid if such investigation fails to satisfy the Southampton Public Schools that the bidder is fully qualified to do the work. Financial instability of a bidder may be cause for non-award.

70. Conditional bids will be considered informal and will be rejected.

**EXCEPTIONS TO GENERAL CONDITIONS**

71. All of the above statements shall hold true to all bids unless superceded by specific information included in the General Specifications or Product Specifications in the bid document.

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**STANDARD INSURANCE REQUIREMENTS**

**SOUTHAMPTON PUBLIC SCHOOLS CONTRACT INSURANCE REQUIREMENTS**

**\*\*Contractor/vendor shall not commence work under this contract until all insurance required under this contract has been obtained, and such insurance has been approved by the Southampton Public Schools.\*\***

**INSURANCE IDENTIFICATION:** THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES.

**INDEPENDENT CONTRACTOR:** The CORPORATION/CONTRACTOR/AGENCY/CONSULTANT, is an independent contractor and covenants and agrees that it, its agents, servants and/or employees will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of the SOUTHAMPTON PUBLIC SCHOOLS, and that it, its agents and employees will not make claim, demand or application to or for any right or privilege applicable to an officer or employee of the SOUTHAMPTON PUBLIC SCHOOLS including, but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership or credit.

**INSURANCE:** Contractor/vendor shall not commence work under this contract until he has obtained all insurance required under the following paragraphs, and the Southampton Public Schools has approved such insurance.

**WORKERS COMPENSATION:** Contractor/vendor shall take out and maintain during the life of this contract, such insurance as will protect both the owner and the contractor from claims under worker's compensation acts and amendments thereto and from any other claims for property damage and for personal injury including death, which may arise from operations under this contract, whether such operations by contractor or by any other party directly or indirectly employed by the contractor. Copy of Certificate, a C105.2 form or the New York State Insurance Fund's form, shall be provided to the Southampton Public Schools.

**DISABILITY INSURANCE & UNEMPLOYMENT INSURANCE:** Contractor/vendor shall take out and maintain during the entire term of the contract any disability benefits and unemployment insurance as required by law. Copy of Certificate shall be provided to the Southampton Public Schools.

**GENERAL LIABILITY INSURANCE:** The contractor/vendor shall take out and maintain during the life of the contract, such bodily injury liability and property damage liability insurance as shall protect him and the Southampton Public Schools from claims for damages for bodily injury including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Any subcontractor shall conform to the same specs and requirements as the contractor. It shall be the responsibility of the contractor/vendor to maintain such insurance in amounts sufficient to fully protect himself and the Southampton Public Schools, but in no instance shall amounts be less than those set forth below. These amounts are specified only to establish the minimum coverage acceptable.

Bodily injury liability insurance in an amount not less than \$1,000,000 (one million dollars) for damages per occurrence, and in an amount of not less than \$2,000,000 (two million dollars) per general aggregate.

**OTHER CONDITIONS OF COMMERCIAL GENERAL LIABILITY INSURANCE:**

1. Coverage shall be written on commercial general liability form.
2. Coverage shall include:
  - A. Contractual liability
  - B. Independent contractors
  - C. Products and completed operations

**AUTOMOBILE LIABILITY INSURANCE:** Automobile bodily injury liability and property damage liability insurance shall be provided by the contractor/vendor with a minimum combined single limit (CSL) of \$1,000,000 (one million dollars).

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Automobile coverage is required from those who provide delivery. Bidders who use common carriers for delivery do not need automobile coverage statements.

**OTHER CONDITIONS OF AUTOMOBILE LIABILITY INSURANCE:**

1. Coverage shall include:
  - A. All owned vehicles
  - B. Hired car and non-ownership liability coverage
  - C. Statutory no-fault coverage

**ADDITIONAL CONDITIONS OF INSURANCE:**

1. Contractor/vendor shall submit copies of any or all required insurance policies as and when requested by the Southampton Public Schools.
2. If any of the contractor's/vendor's policies of insurance are cancelled or not renewed during the life of the contract, immediate notice of cancellation of non-renewal shall be delivered to the Southampton Public Schools no less than 10 days prior to the date and time of cancellation or non-renewal.
3. Contractor/vendor must submit copies of the additional insured endorsement(s) or the policy language that confirms both on-going AND completed operations.

**CERTIFICATE OF INSURANCE:** The contractor/vendor shall file with the Southampton Public Schools, prior to commencing work under this contract, a certificate of insurance.

**1. Certificate of insurance shall include:**

- |   |  |
|---|--|
| A. Name and address of insured                                  | B. Issue date of certificate   |
| C. Insurance company name                                       | D. Type of coverage in effect  |
| E. Policy number  | F. Inception and expiration dates of policies included on certificate. |
| G. Limits of liability for all policies included on certificate | H. Corresponding Bid Number  |

Description of operations/locations/etc. Box must include the statement:

**"THE SOUTHAMPTON PUBLIC SCHOOLS IS LISTED AS ADDITIONAL INSURED FOR BOTH ON-GOING AND COMPLETED OPERATIONS. Contractor's POLICY IS PRIMARY & NON-CONTRIBUTORY."**

**CERTIFICATE HOLDER SHALL BE LISTED AS:**

**SOUTHAMPTON PUBLIC SCHOOLS**

**70 Leland Lane**

**Southampton, New York 11968**

2. If the contractor's/vendor's insurance policies should be non-renewed, cancelled or expire during the life of the contract, the Southampton Public Schools shall be provided with a new certificate indicating the replacement policy information as requested above. Thirty days (30) prior written notice to the Southampton Public Schools for cancellation is applicable.



**SOUTHAMPTON PUBLIC SCHOOLS- PURCHASING OFFICE**

70 LELAND LANE SOUTHAMPTON, NY 11968

PHONE: 631-591-4518 FAX: 631-287-2870

BID NAME: STAGE CURTAIN INSPECTION, CLEANING & REPAIRS

BID NO. SPS20-007

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**GENERAL SPECIFICATIONS**

**1.0 SCOPE**

The purpose of this document is to provide Stage Curtain & Rigging, Inspection, Cleaning and Repairs at various school locations within Southampton Public Schools in Southampton, New York.

**2.0 BID OPENING TIME**

Bid will be opened at the DISTRICT OFFICE LOCATED AT 425 COUNTY RD 39A SUITE 202 SOUTHAMPTON, NEW YORK 11968 (next to the Hampton Jitney).

<u>BID NUMBER</u>	<u>DATE OF OPENING</u>	<u>TIME</u>
SPS20-007	MAY 7, 2020	11:00 AM

**Vendors are urged to hand deliver or mail bids in early. Late bids will not be accepted and will be returned unopened to the vendor. Do not rely on overnight delivery services since they are very often unreliable.**

In the unforeseen event that the School District's Purchasing Department is closed and we are unable to receive or open bids at the designated date and time, the bid opening will occur on the next day the School District's Purchasing Department is open.

**3.0 METHOD OF AWARD**

Bid shall be awarded to the lowest responsive, responsible bidder meeting the stated requirements.

Southampton Public Schools reserves the right to allow all municipal, not-for-profit and political subdivisions authorized under the General Municipal Laws of the State of New York, to purchase any goods or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between Southampton Public Schools and the vendor. Additionally, the School District reserves the right to purchase any goods or services included as part of this bid from any means legally available to it at any time.

**4.0 LOW BID DETERMINATION**

The award shall be made to up to two (2) low vendors meeting the specifications. Once contracts are awarded, the School District will procure all services available from the low vendor. Should the low vendor be unable to perform the labor as listed in the specifications, the School District shall procure the services in question from the second vendor but shall return to the low vendor for their next service need.

**5.0 UNBALANCED BIDS**

Southampton Public Schools reserves the right to reject any and all bids not deemed for the best interest of the school district and to reject as informal such bids, as in their opinion, are

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**BID NO. SPS20-007**

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incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with current market prices for the materials and/or work covered thereby.

**6.0 RESCIND OF AWARD**

After Purchasing has made an award, and all participating agencies notified, if the vendor then discovers a mistake in their bid award and wants the award rescinded, Southampton Public Schools reserves the right to purchase the product or service elsewhere if the vendor has rescinded the bid, and any excess cost to Southampton Public Schools will be absorbed by the delinquent successful bidder. If the successful vendor exhibits a history of backorders or delayed deliveries the Southampton Public Schools reserves the right to rescind their award and the vendor's responsibility will be questioned for future bids.

**7.0 ERRORS**

Any errors in the bid award, which are the fault of the Southampton Public Schools, must be forwarded, in writing, to the Southampton Public Schools Purchasing Agent within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the Southampton Public Schools are discovered too late to be corrected we will issue a "no award" on those affected items and rebid or quote at a later date.

**8.0 CONTRACT PERIOD**

Prices shall remain firm from 7/1/2020 – 6/30/2021 with an option for renewal, under the same terms and conditions, with concurrence of the School District and the contractor for two additional one-year periods.

**9.0 BID RESERVATIONS**

Bids submitted shall remain in effect for forty-five (45) days past the date of bid opening.

**10.0 INSURANCE**

See attached STANDARD INSURANCE REQUIREMENTS.

**11.0 CERTIFICATION**

The submission of this bid certifies that the bidder has read, is familiar with, and will comply with any and all segments of these specifications, to include but not limited to: Cover Letter, General Conditions, Insurance Requirements, Product Specifications and Conditions, Delivery and Backorder Requirements (as applicable).

**12.0 NON-COLLUSIVE STATEMENT**

The submission of this statement certifies that 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.

**13.0 GUARANTEED TIME OF DELIVERY**

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The Southampton Public Schools must receive all services ordered within time frames as listed in the specifications. All service locations are within the boundaries of the Southampton Public Schools and are specified on individual purchase orders.

In the event the successful bidder fails to deliver the services ordered within the time frame allowed, the Southampton Public Schools reserves the right to purchase the services elsewhere, and any excess cost to the Southampton Public Schools will be absorbed by such delinquent successful bidder.

**14.0 DELAYED DELIVERY**

In the event delivery of services under this contract shall be necessarily delayed because of strike, injunctions, government controls or by reason or any other cause of circumstance beyond the control of the contractor, the time of completion of delivery shall be extended by a number of days to be determined in each instance by mutual agreement between the Southampton Public Schools and the Contractor.

**15.0 QUOTED PRICE REQUIREMENTS**

The price quoted in any proposal shall include all items of labor, material, tools, equipment and other costs necessary to fully complete the service pursuant to these specifications to be delivered to the Southampton Public Schools.

**16.0 PRICE**

All pricing must include shipping, handling, freight, fuel surcharges, inside delivery & labor costs. There shall be no charges in excess of those quoted. In cases where contractor is charging a markup percentage for parts or materials, proof of contractor's cost must be attached to the invoice.

**17.0 PAYMENT**

Payment shall be made on the basis of actual work completed in accordance with the Contract Documents. Payment will be computed from the unit prices bid, if applicable. Payment will only be made for the items/services shown in the proposal. The unit price bid shall include the cost of furnishing all labor, materials, equipment, etc. required to complete the service described in this contract. An invoice referring to the SPS bid number should be indicated and mailed to the bill address indicated on the Purchase Order. All services & materials will be billed at the bid price in effect at the time the order is placed. Invoices must comply with Prevailing Wage Laws.

**18.0 NYS/COUNTY CONTRACTS/BOCES**

The Southampton Public Schools reserves the right to purchase items included in this bid from New York State, County Contracts and/or BOCES when available. The School District reserves the right to purchase any goods or services included as part of this bid from any means legally available to it at any time.

**19.0 REGULATIONS / QUALITY**

All products/services must meet Southampton Public Schools specifications. Any deviations from the specifications, supported by documentation, shall be considered sufficient cause for

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immediate cancellation of the contract. All products/services must meet all applicable Local, State, and Federal Regulations.

**20.0 TERMINATION FOR CONVENIENCE**

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

**21.0 WARRANTY / GUARANTEE**

All labor shall be guaranteed for a period of one (1) year from the date of acceptance. All parts and materials shall be guaranteed for a minimum of ninety (90) days, or in accordance with the manufacturer's warranty, if greater than ninety (90) days. If defects occur during this time, the defective items shall be replaced or corrected by the contractor without cost to the Southampton Public Schools except where it shall be clearly shown that the defect is due to misuse and not to faulty manufacture.

**22.0 EXCEPTIONS**

When a vendor qualifies a bid by requiring a specific dollar amount or quantity of product must be purchased, or in any way qualifies the bid, the Southampton Public Schools may reject it.

**23.0 SUSPENSION AND DEBARMENT**

By submission of this bid and signing bid form, bidder certifies that its organization, its principals and any sub-recipients are not currently suspended or debarred from doing business with the State of New York or Federal Government.

**24.0 BIDDER QUALIFICATIONS**

Southampton Public Schools reserves the right to reject any bid where investigation and evaluation of the vendor's qualifications indicate that the vendor may not promptly and efficiently complete the work as per the specifications.

**25.0 MUNICIPAL EXEMPT STATUS**

The Southampton Public Schools is exempt from the payment of Federal, State and local taxes. Taxes must not be included in proposal prices. The Southampton Public Schools will furnish necessary exemption paperwork upon request.

**26.0 MUNICIPAL INDEMNIFICATION**

The successful bidder must agree to save, keep, bear harmless and fully indemnify the Southampton Public Schools and any of its officers, agents, or representatives from all damages, costs or expenses in law or equity that may at any time arise or be set up for an infringement of the patent rights of any person or persons in consequence of the use by the Southampton Public Schools or by any of its officers, agents or representatives of articles supplied under the contract arising from bids submitted and of which the successful bidder and manufacturer are not lawfully entitled to sell, provided the Southampton Public Schools gives the successful bidder and manufacturer prompt notice in writing of any suit and all information necessary to defend same.

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**27.0 SINGLE BID PRICE ANALYSIS**

In the event a single bid is received, the Southampton Public Schools will conduct a price analysis of the bid price prior to the award of the contract.

**28.0 CONFORMITY**

All bidders must conform to the final approved specifications.

**29.0 COMPLETION DATE REQUIREMENTS**

Bidder shall provide all services ordered as listed in the specifications. In the event of delay in the completion of the delivery of the services beyond the time specified, the Southampton Public Schools may consider contract cancellation.

**30.0 PREVAILING WAGE**

Prevailing wage must be paid on this contract for all services performed on site as per the attached NYS Department of Labor Prevailing Rate Schedule **PRC2020004056**. Current rates are available by calling the NYS Department of Labor at (516) 228-3915. Rates are also available via the internet at:

<http://wpp.labor.state.ny.us/wpp/publicViewProject.do?method=showIt&id=569339>

**31.0 SPECIFIED MATERIALS**

In all cases, materials must be furnished as specified; but where brand names are used, consider the term "or approved equal" to follow.

**32.0 INSPECTION**

Federal, State and /or the Southampton Public Schools representatives, upon approval by the contractor and manufacturer, shall have the right and shall be at the liberty to inspect, with the cooperation of the contractor and manufacturer, all materials and workmanship at any time during the service process and shall have the right to reject all services, materials and workmanship which do not conform with the specifications. The Southampton Public Schools is under no duty to make such inspection; and if such inspection is made or not made, the contractor shall not be relieved of any obligation to furnish services strictly in accordance with specifications. All reports shall be submitted to the contractor.

**33.0 CLEAN-UP**

The Contractor shall at all times keep the service area free from accumulation of rubbish. The Contractor shall be responsible to keep their equipment and service area clean. Upon completion of the service, the Contractor shall leave the service area in a clean and neat condition satisfactory to the District. The Contractor will be responsible for repairing and restoring any damage.

**34.0 SERVICE/INSPECTION SCHEDULE**

The successful contractor will inspect the items to be covered under this contract as needed. Schedule to be determined by designated District Personnel.

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Facilities Department will issue a blanket purchase order to the approved vendor. Designated District Personnel shall contact the contractor by telephone to request services, as needed, at a specific location.

**35.0 ASSIGNMENT**

The successful bidder may not assign or subcontract this contract without the expressed approval of Southampton Public Schools.

**36.0 SITE RESEARCH**

Bidders should familiarize themselves with the District's facilities, and apparatus contained within, prior to bidding. Contact Director of Plant & Facilities, at 631-591-4720 for an appointment.

**FACILITY LIST**

Southampton High School  
141 Narrow Lane  
Southampton, NY 11968

Southampton Intermediate School  
70 Leland Lane  
Southampton, NY 11968

Southampton Elementary School  
30 Pine Street  
Southampton, NY 11968

**37.0 SERVICE TICKETS**

An original or legible copy is to be supplied to the School District representative after each service call schedule identifying all work performed and any recommendation, with the signature of the building custodial.

**38.0 PARTS REPLACEMENT**

When in the judgment of the service company and in agreement with the School District representative and the receipt of a Purchase order, the contractor shall replace worn or damaged controls at the prevailing rate. Parts shall be new, of standard commercial quality, and shall be compatible with the equipment to be replaced.

**39.0 NEW YORK STATE SEXUAL HARASSMENT LAWS:**

By submission of this Bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>

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**40.0 IRANIAN ENERGY SECTOR DIVESTMENT**

40.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

40.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

40.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

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

Southampton Public Schools will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

40.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The School District reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) Southampton Public Schools has made a determination that the goods or services are necessary for the School District to perform its functions and that, absent such an exemption, the Southampton Public Schools would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the School District in writing and shall be a public document.

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**STAGE CURTAIN AND RIGGING, INSPECTION, CLEANING & REPAIRS SPECIFICATIONS**

The following work is to be scheduled with the Facilities Department and completed between July 1, 2020 and August 7, 2020. Dates may be subject to change.

All drapery hardware is to be cleaned, lubricated and adjusted, so that all elements of the stage drapery and lighting equipment is in safe and proper operating condition and in compliance with all rules, regulations governing same.

All work is to be on only those curtains and related equipment identified by the district for service.

The contract shall include, but not be limited to the following:

- Stage curtains are to be inspected and tested for material tensile strength.
- All curtains must be thoroughly inspected. An estimate for repairs shall include, but not be limited to, the sewing of new bottom hems wherever required, replacing missing chair weights, mending all loose pockets, seams, and the replacement of broken or loose grommets and hooks. Repairs shall be made so that the finished product presents a uniform appearance free of rips, holes, fraying, and any and all defects.
- All materials utilized in the repair of stage curtains or accessories shall be at least equal in all aspects to the existing material.
- All workmanship shall be at least equal to the best custom practices of the trade and shall present in all respects a uniform appearance with existing work.
- All stage curtain hardware is to be cleaned, lubricated, repaired and adjusted so as to be in a finished condition that is consistent with the safe and proper operation of said equipment.
- **Reports** -The successful contractor will, within five (5) business days of said inspection, provide the Director of Plant & Facilities with written reports of the findings, **EXCEPT** in the case of a situation which may be harmful or dangerous to the students or staff. In such case, the report shall be made to the Director of Plant & Facilities **immediately**. The report will include, but not be limited to, the condition of the equipment and any/all action planned to make said equipment function properly and safely. Photographs of all documented deficiencies must be provided with the report. The District reserves the right to have all equipment inspected by the District's Insurance Carrier, and to require repairs and/or adjustments as deemed necessary by same.
- **Major Repairs** - Estimates for all repairs must be approved by the Director of Plant & Facilities or his designee.
- **All materials, if removed from the building, shall be returned and re-hung in compliance with the terms of this contract within fifteen (10) business days of removal of said materials.**



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- All bidders certify, with the submission of the bid, that his/her firm has the plant and equipment necessary for the performance of this contract. All bidders agree that no work is to be subcontracted without the expressed written approval of the Southampton Public Schools.
- All stage curtains, while not on District premises, shall be covered under the bidder's "Bailee Customer Insurance Policy." District shall be notified in writing of policy number, Insurance Company name and name and address of agent. *This information shall be included with the bid.*
- All bidders are **ENCOURAGED** to visit the sites prior to submitting a bid. Failure to do so does not absolve the contractor from compliance with all terms and conditions of this contract.
- The bidder is responsible for all measurements. The bidder is required to observe all conditions of the stage curtains and hardware, and to notify the district of any unusual situations, which may affect the performance of the contract. Failure to do so shall be cause for non-consideration of the bid.
- Any curtains removed and then reinstalled must be re-hung level and at the proper distance from the stage floor. The contractor shall, at the request of the administrator in the school, be responsible for the re-hanging, adjustment from the stage floor and/or re-trimming of the curtains within six (6) months of the approval of the initial installation. There shall be no charge for this service
- Hourly repair rates to include all travel time/costs.

ALL WORK SHALL BE SCHEDULED ONLY AFTER CONSULTATION WITH THE DIRECTOR OF PLANT AND FACILITIES AND SHALL BE AT SUCH TIME AS TO CREATE THE LEAST INTERFERENCE WITH NORMAL SCHOOL ACTIVITIES.

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INSPECTION/PREVENTATIVE MAINTENANCE

Item 1:	Southampton High School	\$ <u>250.00</u>
Item 2:	Southampton Intermediate School	\$ <u>150.00</u>
Item 3:	Southampton Elementary School	\$ <u>150.00</u>
Amount of Bid- Items 1 - 3:		\$ <u>550.00</u>

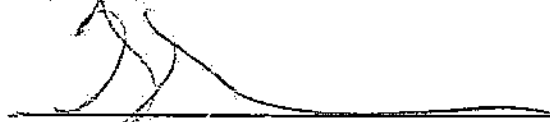
REPAIRS

Hourly Rate for Repairs (to include travel time):	\$ <u>173.50</u>
Overtime Rate:	\$ <u>223.00</u> <i>&gt; 8 hours</i>
Normal Work Day Hours:	<u>7AM-3PM</u> <u>3PM-11PM</u>
Parts at certified cost plus 15%	
Cost to Remove, Clean and Reinstall Curtains:	\$ <u>1.05</u> / SQ FT

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

A.T. Equipment Sales Corp

Vendor Name



Authorized Signature

President

Title

George Tischler

Print Name

5/1/2020

Date

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VENDOR INFORMATION SHEET

VENDOR NAME: A.T. Equipment Sales Corp.

ADDRESS: 180 Brook St. Suite B

Scarsdale, NY 10583

CONTACT: George Tischler

TELEPHONE: 914-472-7222

FAX: 914-472-7223

EMAIL ADDRESS: George@atequipmentsales.com

TYPE OF ENTITY: CORP.

PARTNERSHIP

INDIVIDUAL

FEDERAL EMPLOYEE ID #: 262096001

OR SOCIAL SECURITY #: \_\_\_\_\_

DATE OF ORGANIZATION: 2008

IF APPLICABLE: DATE FILED: \_\_\_\_\_

STATE FILED: New York

If a non-publicly owned Corporation:

CORPORATION NAME: \_\_\_\_\_

LIST PRINCIPAL STOCKHOLDERS: (5% of outstanding shares)

George Tischler

Stacy Steward

LIST OFFICERS AND DIRECTORS:

NAME

TITLE

George Tischler

President

Stacy Steward

Vice President

If a partnership:

PARTNERSHIP NAME: \_\_\_\_\_

LIST PARTNERS NAMES:

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

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REFERENCE FORM

All bidders will be required to complete this form providing three (3) references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the Bidder within the last thirty-six (36) months. The Southampton Public Schools reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

1) Reference Name: BaysHore UFSD  
Address: 75 West Perkal St.  
BaysHore, NY 11706  
Telephone: 631-968-1114 Contact Person: Joe Hodosky  
Contract Date: 7/30/2018

2) Reference Name: Patchogue Medford UFSD  
Address: 241 South Ocean Ave  
Patchogue, NY 11772  
Telephone: 631-687-6464 Contact Person: Paul Noonan  
Contract Date: 4/2017, 6/2018, 5/2018

3) Reference Name: Smithtown CSD  
Address: 26 New York Ave Unit 1  
SMITHTOWN, NY 11787  
Telephone: 631-382-4130 Contact Person: Don Wallace  
Contract Date: 3/2018, 5/2019

SOUTHAMPTON PUBLIC SCHOOLS- PURCHASING OFFICE

70 LELAND LANE SOUTHAMPTON, NY 11968

PHONE: 631-591-4518 FAX: 631-287-2870

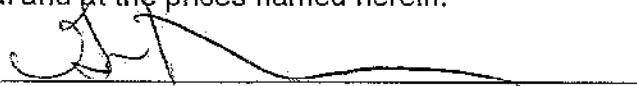
BID NAME: STAGE CURTAIN INSPECTION, CLEANING & REPAIRS

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After the award of the bid, the placing of an order by the Purchasing Agent of the Southampton Public Schools, with the bidder for the supplies and/or services herein described, shall be deemed an acceptance of this proposal, and shall constitute a contract between the Southampton Public Schools, and the bidder for supplying the supplies and/or services herein described in accordance with the terms of this proposal and at the prices named herein.

AUTHORIZED SIGNATURE



PRINT NAME

George Tischler

TITLE

President

DATE

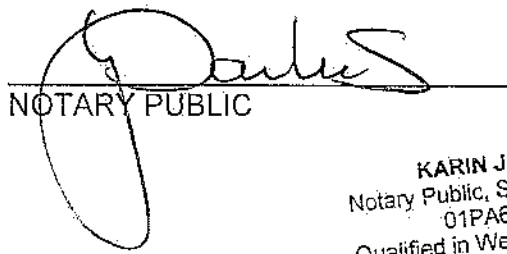
5/4/2020

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF Westchester ss.:

On the 4<sup>th</sup> day of May in the year 2020, before me, the undersigned, personally appeared, George Tischler, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

  
KARIN J PAULUS  
Notary Public, State of New York  
01PA6357528  
Qualified in Westchester County  
Term Expires 04/24/2021

**SOUTHAMPTON PUBLIC SCHOOLS- PURCHASING OFFICE**

70 LELAND LANE SOUTHAMPTON, NY 11968

PHONE: 631-591-4518 FAX: 631-287-2870

BID NAME: STAGE CURTAIN INSPECTION, CLEANING & REPAIRS

BID NO. SPS20-007

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The undersigned bidder has carefully examined the Contract Documents and will provide all necessary items as called for in the said Contract Documents in the manner prescribed therein and in said Contract, at the priced listed on the attached Bid Proposal Form.

If the bidder is an individual, the bid must be signed by that individual; if the bidder is a corporation, the bid must be signed by an officer of the corporation, or other person authorized by resolution of the board of directors, and in such case a copy of the resolution must be attached; if a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the bid documents.

The submission of this constitutes a certification that no Southampton Public Schools Officer has any interest therein. (Note: In the event that any Southampton Public Schools Officer has any such interest, the full nature thereof should be disclosed below. It is not forbidden that individuals employed by the Southampton Public Schools or other municipalities bid on contracts, but only that such interest be revealed when they do bid.)

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

The undersigned hereby acknowledges receipt of the following Addenda (if none were issued please write N/A below):

Addendum No.

Dated

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**INSURANCE STATEMENT**

**FAILURE TO PROVIDE SPECIFIED INSURANCE SHALL DISQUALIFY BIDDER.**

Bidder agrees as follows - please mark appropriate box:

Insurance Certificate as requested is attached.

I certify that I can supply insurance as specified if awarded the bid.

**ASSUMED NAME CERTIFICATION**

If the business is conducted under an assumed name, a copy of the certificate required to be filed under the New York general business law must be attached.

ASSUMED NAME: \_\_\_\_\_

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**AFFIDAVIT OF NON-COLLUSION**

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by an firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The person signing this bid, under the penalties of perjury, affirms the truth thereof.



Signature & Company Position

GEORGE Tischler / President

Type Name & Company Position

A.T. Equipment Sales Corp

Company Name

5/4/2020

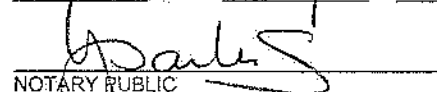
Date Signed

262096001

Federal I.D. Number

SWORN TO BEFORE ME THIS

4<sup>th</sup> DAY OF May 20 20



NOTARY PUBLIC

KARIN J PAULUS  
Notary Public, State of New York  
01PA6357528  
Qualified in Westchester County

Term Expires 04/24/2021

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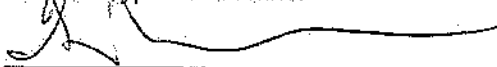
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**IRANIAN ENERGY DIVESTMENT CERTIFICATION**

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

A.T. Equipment Sales Corp

Print or Type Firm Name



Authorized Signature

George Tischler

Print or Type Name

President

Print or Type Title

5/1/2020

Date





**SOUTHAMPTON PUBLIC SCHOOLS- PURCHASING OFFICE**

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VENDOR NAME \_\_\_\_\_

**NON-BIDDER'S RESPONSE**

For purposes of facilitating your firm's response to our invitation to bid, the Southampton Public Schools is interested in ascertaining reasons for prospective bidders' failure to respond to invitations to bid. 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 Southampton Public Schools Purchasing Department at the above address.

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 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:

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

\_\_\_ Other reason(s):

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

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**BIDDER'S CHECK LIST**

Your response to our above referenced bid will be considered **unresponsive** and may be rejected if the following forms are not included at the time of the bid opening.



Notarized Affidavit of Non-Collusion as required by NYS Law on Page 22.  
(Notarized signatures already on file cannot be accepted)



As per specifications, the Southampton Public Schools requires a current insurance certificate, with the Southampton Public Schools listed as additional insured, to be on file in the Purchasing Department. You will be given five (5) business days from notice of award to supply this form or the bid may be rescinded.



Vendor Information and Address Form.



Reference Form.



Authorized Signature on Page 24.



Iranian Energy Sector Divestment Certification on Page 25.

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**INSPECTION/PREVENTATIVE MAINTENANCE**

Item 1: Southampton High School \$ 250<sup>00</sup>  
Item 2: Southampton Intermediate School \$ 150<sup>00</sup>  
Item 3: Southampton Elementary School \$ 150<sup>00</sup>  
  
Amount of Bid- Items 1 - 3: \$ 550<sup>00</sup>

**REPAIRS**

Hourly Rate for Repairs (to include travel time): \$ 173<sup>00</sup>  
Overtime Rate: \$ 223<sup>00</sup>  
Normal Work Day Hours: 7AM TO 3PM > 8 HOURS  
3PM TO 11PM  
Parts at certified cost plus 15%  
Cost to Remove, Clean and Reinstall Curtains: \$ 1<sup>05</sup> / SQ FT

copy

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

A.T. EQUIPMENT SMYER

Vendor Name

[Signature]

Authorized Signature

President

Title

George Tischler

Print Name

5/4/2020

Date