

*Briarcliff Manor UFSD  
Ingham Road  
Briarcliff Manor, NY 10510*

**REQUEST FOR BID  
TV & SMARTBOARD INSTALLATION & REMOVAL  
FOR BRIARCLIFF MANOR UFSD**

**BIDS DUE August 12, 2020 @ 9:00 AM**

**Bid #20-21-001T**

Pursuant to and in compliance with your advertisement for bids in the Journal News dated Wednesday, August 5, 2020, the undersigned, having become familiar with the local conditions affecting the cost of work, the specifications, including advertisement for bids, instruction to bidders, form of agreement, the detailed specifications, and having examined the site; hereby proposes to furnish all labor, materials, transportation, and equipment necessary or required for the performance and completion in a workmanlike manner of all work as per specifications in strict accordance with the contract document. Any variations in the latter must be covered by your detailed description of the substitute offered, which may or may not be accepted. The Board of Education reserves the right to waive any informalities in any bid, to accept or reject any or all bids, or any parts of bids as may be in the best interest of the District. The Board is not responsible for misdirected or late bids; all bids must be submitted in sealed opaque envelopes, clearly marked,

**"BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT  
TV & Smartboard Installation & Removal  
Bid #20-21-001T  
August 12, 2020"**

\*\*\*

**Bids must be received in the Briarcliff Manor School District Business Office  
August 12, 2020 at 9:00 AM  
at which time they will be opened virtually.**

Please submit your bid as indicated in the bid proposal packet and *initial every page*

**PRINT** Your Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Federal I.D. # \_\_\_\_\_

*Briarcliff Manor UFSD  
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Briarcliff Manor, NY 10510*

**INSTRUCTIONS FOR SUBMITTING COMPETITIVE SEALED BIDS  
TV & SMARTBOARD INSTALLATION & REMOVAL FOR BRIARCLIFF MANOR UFSD**

**LOCATION INFORMATION**

- A. Locations:
- |  |   |
|--|---|
| Todd Elementary School<br>45 Ingham Road<br>Briarcliff Manor, NY 10510 | Briarcliff Middle / High School<br>444 Pleasantville Road<br>Briarcliff Manor, NY 10510 |
|--|---|

**Section 1**

- A. Bids must be received by the Briarcliff Manor Union Free School District, Business Office, by 9:00 AM on Wednesday, August 12, 2020, in an opaque envelope clearly marked:

**"BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT  
TV & SMARTBOARD INSTALLATION & REMOVAL  
Bid #20-21-001T  
August 12, 2020 @ 9:00 AM**

- B. Proposals must include copies of all pages of the Conditions Form with each page initialed by the contractor.
- C. Please refer any questions regarding this bid in writing (via e-mail) to, Erica Beasley, Director of Technology [EBeasley@Briarcliffschools.org](mailto:EBeasley@Briarcliffschools.org)

**Section 2**

**A. Proposal Procedure and Requirements**

1. The date and time of the opening of bid proposals will be given in the Public Notice.
2. All bid proposals must be submitted on and in accordance with forms provided by the Board and included in this document. No sheet is to be removed from this document.
3. Where so indicated on the Proposal Forms, sums shall be expressed in whole dollar figures (in words and numbers) clearly written in ink.
4. Except where specifically noted otherwise, all requested alternates will be bid. The Board of Education reserves the right to waive any informalities and accept proposals which are in the best interest of the District.
5. The proposal shall include the legal name of the Contractor and a statement whether the Contractor is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Contractor to the Contract(s). All required signatures shall be original handwritten in ink with the full name of the person executing same. No initials, stamp,

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photocopy or other copy, or company name may be used in lieu of any required original signature. A bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed.

6. No alteration, erasure, or addition is to be made in the printed matter. Any deviations from the conditions and specifications may constitute sufficient grounds for rejection of a proposal. All exceptions are to be noted on a separate sheet.
7. Prices and information required, except the signature of the Contractor, should be handwritten in ink or typed for legibility. Illegible or vague proposals may be rejected. All signatures must be original, written in ink. Facsimile or printed signatures are not acceptable.
8. No charge will be allowed for federal, state, or municipal sales and excise taxes since the school district is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.
9. Any bid submitted will be binding for a period of 45 days subsequent to the date of the bid opening. This period may be extended by mutual agreement.
10. All proposals received after the date and time stated in the Public Notice will not be considered and will be returned to the Contractor. The Contractor assumes the risk of any delay in the mail or in the handling of the mail by employees of the District. In whatever way it delivers its proposal package, the Contractor assumes responsibility for having his/her proposal deposited on time and at the place specified. **However, the Board of Education reserves the right, in its sole discretion, to waive any proposal or specification informalities relating to a specific proposal to reject any and all bids or parts of bid, to re-advertise and invite new proposals, or to accept the whole or part of a proposal, or to accept parts of proposals from more than one Contractor, as in the Board's judgment it deems to be in the best interest of the District**
11. The submission of a proposal will be construed to mean the Contractor is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with these specifications.
12. All proposals must be sealed. They must be submitted in an opaque plain manila envelope. All bids must be addressed to the Briarcliff Manor UFSD Business Office. The bid envelope must be clearly marked

**"BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT  
TV & SMARTBOARD INSTALLATION & REMOVAL  
Bid #20-21-001T  
August 12, 2020 @ 9:00 AM**

Telephone, facsimile and electronic quotations or amendments will not be accepted at any time. All materials submitted with the proposal will become the property of the District and will not be returned.

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B. Performance

1. Failure to perform all or any part of this contract, or failure to perform satisfactorily may result in termination of this contract at the option of the District. However, nothing in this paragraph will be construed as limiting any obligation on the part of the bidder.
2. All work shall be performed to the complete satisfaction of the Superintendent of Schools or designated representative (e.g., the Assistant Superintendent for Finance & Operations or the Assistant Director of Facilities).
3. The services described in this document are for the purpose of description rather than limitations.
4. There will be no smoking or other tobacco use in District buildings or on the grounds of the District.

C. Contractor's Certification

1. Under penalty of perjury the Contractor certifies that:

a) The proposal submitted herein has been arrived at by the Contractor independently and has been submitted without collusion with any other vendor of services, materials, supplies, or equipment of the type described in the invitation for bids, and

b) The contents of the proposal have not been communicated by the Contractor, nor to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Contractor or its surety on any bond furnished herewith, prior to the official opening of the proposal.

D. Interpretation of Documents

1. No interpretation of the meaning of the specifications or other Contract document will be made to any Contractor, orally, except at the mandatory meeting of contractors who wish to submit proposals.

E. Contract

1. Each proposal 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(s) between the successful Contractor and the District. The Contract(s) shall bind the successful Contractor to furnish the labor and material required at the prices and in accordance with the conditions of his/her proposal.

2. The placing in the mail of a notice of award to a successful Contractor, to the address given in the proposal, will be considered sufficient notice of acceptance of the Contract(s).

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3. If the successful Contractor fails to furnish service on the date of commencement of the Contract(s), or should it default in meeting any obligation under said Contract(s) or should the successful Contractor fail, or be delinquent in its preparation of the procedures required in meeting the conditions and provisions of the specifications in a timely fashion, as determined by the Board of Education of the Briarcliff Manor Union Free School District, then the District shall have the right to declare the successful Contractor in default and in addition, to any other legal or equitable remedies available to it, the District, upon declaring the successful Contractor in default may upon written notice to the successful Contractor, take the following action:

a) Withhold any funds due the successful Contractor under this contract and have the right of set-off and/or recoupment and/or counterclaim against said funds for any claims for which the District might have against the successful Contractor.

b) Commence providing the services contracted for with the successful Contractor, either directly or through another contractor. The successful Contractor shall be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the District. Said damages are to include reasonable attorney's fees incurred in contracting with another party.

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

5. Upon notification to the successful bidder of the Board of Education's "notice of award" a Contract between the successful Contractor and the District shall occur without further notification, and shall include the specification and bid form, the contract specifications for services, the insurance agreement – contractors, the document entitled References/Experiences, the conflict of interest certification, the hold harmless agreement, the non-collusive bidding certification, the company organization form and the form for proposal and the notice to bidders.

6. Each and every provision of law and clause required by law to be inserted herein and the Contract(s) shall be deemed to be inserted herein and the Contract(s) 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(s) shall forthwith be physically amended to make such insertion.

7. The District reserves the right to cancel this contract upon thirty (30) days written notice.

8. The District reserves the right to change the scope of work, upon thirty (30) days written notice.

F. Guarantees by the Successful Bidder

1. The District may at any time by a written order, require the performance of extra work or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined by the applicable prices, set forth in the Contract. The District shall not be liable for any extra work or increased compensation unless authorized by the District's written order.

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2. All material services, workmanship, and credit history shall be subject to inspections, examination, and test by the District at the District's expense. The selection of bureaus, laboratories, and/or agencies for the inspection and tests of services, supplies, materials, and equipment shall be made by the District.
3. The successful Contractor warrants and guarantees:
  - a) That the Contractor is financially solvent and is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.
  - b) That it shall procure and maintain Workers' Compensation Insurance, New York State Disability Insurance, and New York State Unemployment Insurance for all of its employees engaged in the performance of the proposed Contract(s). The Contractor shall also conform with all Automobile Insurance and Commercial Liability Insurance requirements set forth in the Specifications section of this document. Certificates of Insurance will be submitted no later than 30 days prior to the initiation of each contract year.
  - c) That it will comply with the Occupational Safety and Health Act (OSHA), the "State Occupational Safety and Health Act" (SOSHA) and the "Toxic Substances Act" (Right to Know Act) with respect to all operations or activities on any of the properties owned or leased by the District
  - d) That it will comply with minimum wage standards, prevailing wage requirements and other requirements set by law as to all of its employees while they are engaged in work under any contract between the Contractor and the District.
  - e)
    - i. That it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, gender, or marital status. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
    - ii. That it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, age, national origin, disability, gender, or marital status.
  - f) That it will comply with all Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto. This is a basic Contractor qualification standard.
  - g) The successful Contractor will comply with any and all other applicable Federal, State and/or local laws, rules, and regulations as they concern pupil transportation in the State of New York, specifically and the United States of America, generally.
  - h) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

**G. Payments**

1. The acceptance by the Contractor of the Final Payment shall be and hereby is a release to the District of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the District and others relating to or arising out of this work, excepting the Contractor's claims for interest upon Final Payment, if this be improperly delayed.
2. Payments of any claim shall not preclude the District from making claims for adjustment on any item found not to have been in accordance with general conditions and specifications.

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3. The District may withhold from the Contractor so much of the payment due him/her as may in the judgment of the District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The District shall have the right, as agent for the contractor to apply any amounts so withheld in such manner as the District may deem proper to satisfy such claims or to secure such protection. Such application of said money shall be deemed payments for the account of the Contractor.

4. The District may withhold from the Contractor the final payment until such time as all keys and all communication devices issued to the Contractor have been returned to the District.

H. Option to Extend/Renew Contract

The District shall have the option of extending or renewing this contract for up to two (2) consecutive additional periods of twelve (12) months, each upon the same terms and conditions as are contained in the initial contract. The District, each year will consider, upon request, an inflationary increase not to exceed the Consumer Price Index for December from the New York, Northeastern New Jersey area based upon index for all urban consumers (C.P.I.-U), provided it has been satisfactorily established by the Contractor that there has been at least an equivalent increase in the amount of the cost of operation, during the period of the contract. Said options shall be deemed to have been exercised upon formal written notification to Contractor at least thirty (30) calendar days prior to the expiration of the contract. If the District exercises the option for the first additional twelve (12) month period, the contract as renewed shall be deemed to include the option provision for the second additional twelve (12) month period. However, the total duration of this contract, including any option(s) under this clause, shall not exceed thirty-six (36) months.

I. Savings Clause

1. The successful contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract(s) shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for any other acts not within the controls of the successful Bidder except for strikes or labor unrest, and which by exercise of reasonable diligence he/she is unable to prevent.

J. Personnel Matters

1) All Personnel shall be the responsibility of the contractor and shall be the Contractor's employees. In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all State Education Department regulations, and State law.

2) Additionally, the Contractor will provide the BMUFSD with the social security numbers, proof of background checks and proof of OSHA training for each employee that will be working in the buildings. The District must be immediately notified of any personnel changes and all required employee information must be forwarded without delay.

3) The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group, or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required by law. The Contractor further agrees that the District or the respective Superintendent of Schools shall have the right to remove any person.

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The respective Board reserves the right, in the exercise of its sound discretion, to reject employees or to direct that they be replaced, without being limited to considerations of health and driving records.

4) To the extent required by New York State Education Law, all employees hired by the Contractor to provide services pursuant to the Contract(s) must be approved for employment by the District's Superintendent of Schools or designee.

**K. Operating Matters**

1) **District's Operating Policies:** The Contractor shall conform to and abide by the policies, rules, and regulations of the District as set out in the present written policies and rules of the District, as modified by current practice, and such other future regulations as may reasonably be required by the District, with the consent of the Contractor.

2) **Emergency Closings:** The Contractor shall be available to consult with the respective Assistant Director of Facilities or his designee, during times of inclement weather and the potential of closing school.

3) **Security:** The Contract and its employees shall exercise a high degree of care to prevent unauthorized removal of property and transfer of supplies. Contractor shall lock all interior doors, close all windows and turn out all lights when work is completed. The Contractor assumes full responsibility for all keys assigned to personnel. No rooms shall be left unlocked or unattended at any time.



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**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 2026** 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 vehicles.

**Workers' Compensation**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form (Form C-105.2), as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

**Owners Contractors Protective Insurance**

(Required for construction projects in excess of \$200,000.)  
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the district as the named insured.

**Excess Insurance**

Limits depending on the size of the project.

**Bid, Performances, 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.

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 and maintain 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 the District. The Contractor shall 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 and upon any renewal of the contract for subsequent years.

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.

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**APPENDIX**

*References / Experience*

*Conflict of Interest Certification*

*Hold Harmless Agreement*

*Non-Collusive Bidding Certification*

*Company Organization Form*

*Contractor's Proposal Form*

*Notice to Bidders*

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**EXPERIENCE / REFERENCES**

1. **EXPERIENCE**

Dates of Service

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. **REFERENCES\*\***: Please list a minimum of five (5) references with phone numbers

Dates of Service

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signature of Company Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Use additional pages if necessary.

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**CONFLICT OF INTEREST CERTIFICATION**

Name of Proposer: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Date of Bid: \_\_\_\_\_

The Proposer above mentioned declares and certifies:

First \_\_\_\_\_ That the said Proposer is of lawful age and the only one interested in this bid, and that no one other than said Proposer has any interest herein.

Second \_\_\_\_\_ That this bid is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.

Third \_\_\_\_\_ That no member of the Board of Education of the Briarcliff Manor Union Free School District nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.

Fourth \_\_\_\_\_ That said Proposer has carefully examined the instructions, schedules, and specifications prepared under the direction of the board of Education, and will, if successful in this bid, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this bid is made.

Fifth \_\_\_\_\_ That the prices quoted are net and exclusive of all federal, state, and municipal sales and excise taxes.

Sixth \_\_\_\_\_ The following non-collusive bidding certification applies to this bid.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Person, Firm, or Corporation

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

\_\_\_\_\_  
Authorized Signature

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Initials \_\_\_\_\_

Installation Work

Contractor's

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**HOLD HARMLESS AGREEMENT**

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE PROPOSER AGREES TO HOLD HARMLESS AND INDEMNIFY THE BRIARCLIFF MANOR UNION FREE 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 PROPOSER, 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.

SIGNATURE \_\_\_\_\_ Date: \_\_\_\_\_

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

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**Non-Collusive Bidding Certification**

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

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

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

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been 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 therefore. Where (a) (1) (2) and (3) above have not been complied with the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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As mandated by NYS law, please be informed that there are asbestos containing materials (ACM) located in areas of our buildings.

There is an asbestos plan which identifies where all the ACM is located. Those plans are on file for your review. Should you want to review these plans, please contact the Facilities Office to set up an appointment.

Please sign and date this document and return it with your bid specs.

Company Name\_\_\_\_\_

Phone #\_\_\_\_\_

PRINT NAME\_\_\_\_\_

Signature\_\_\_\_\_

Title\_\_\_\_\_ Date\_\_\_\_\_

*Briarcliff Manor UFSD  
Ingham Road  
Briarcliff Manor, NY 10510*

**COMPANY ORGANIZATION FORM**

**Please list the name(s) of company officers**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



*Briarcliff Manor UFSD  
Ingham Road  
Briarcliff Manor, NY 10510*

**FORM FOR BID  
TV & SMARTBOARD INSTALLATION & REMOVAL**

INSTALLATION

Labor to install flat panel or television on the wall 86" \$\_\_\_\_\_ per unit

REMOVAL ONLY

Labor to remove old television, smartboard or projector from wall \$\_\_\_\_\_ per unit

IT IS THE RESPONSIBILITY OF THE BIDDER TO CLEAN ANY AND ALL AREAS WHERE WORK IS PERFORMED AND RETURN IT TO THE CONDITION IN WHICH IT WAS FOUND

All audio / video equipment purchased will be warrantied for one year. All A/V equipment purchased and installed from bidder is owned by bidder and can and will be removed from premises at any time if not paid in full.

CONTRACT PERIOD: FROM AUGUST 13, 2020 THRU AUGUST 12, 2021  
**(with District option to extend for four (4) additional consecutive  
twelve-month periods)**

*The Contractor shall pay the appropriate wage and benefits as set forth in the NY STATE PREVAILING WAGE RATE SCALE / DEPARTMENT OF LABOR. The Contractor will adjust their rates accordingly, keeping current with the Department of Labor. It is the sole responsibility of the Contractor to adhere to this rate schedule. Complete documentation must be provided prior to any invoices being paid.*

NOTE: Charges for packing, drayage and similar services will not be allowed unless specifically named in bidder's quotation and authorized in order as placed by purchaser. No Federal or State taxes are to be included. Tax exemption certificate will be issued on request.

*Briarcliff Manor UFSD  
Ingham Road  
Briarcliff Manor, NY 10510*

TO: Briarcliff Manor UFSD

We quote prices and under conditions as set forth above.

\_\_\_\_\_  
Signed \_\_\_\_\_ Dated \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Federal I.D. Number \_\_\_\_\_

Please return all bids no later than August 12, 2020 @ 9:00 AM

Mr. Anthony Cammarata  
Assistant Superintendent for Business  
Briarcliff Manor Public Schools, Business Office  
45 Ingham Road  
Briarcliff Manor, New York 10510

**The bid shall be submitted in a SEALED, OPAQUE ENVELOPE CLEARLY MARKED:**

**"BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT  
TV & SMARTBOARD INSTALLATION & REMOVAL  
Bid #20-21-001T  
August 12, 2020 @ 9:00 AM"**