

NOTICE TO BIDDERS
CHAPPAQUA CENTRAL SCHOOL DISTRICT
66 ROARING BROOK ROAD
P.O. BOX 21
CHAPPAQUA, NEW YORK 10514

The Board of Education of the Chappaqua Central School District, hereby invites submission of bids for:

CCSD BID # B2021-17

Driver's Education

Sealed envelope bids or digital bids will be received until **June 25th, 2021 by no later than 11:00am** at the Purchasing Office, Education Center, 66 Roaring Brook Road, Chappaqua, New York -at which time and place all bids will be opened and read publicly. Mailing address for sealed envelope bids: Chappaqua Central School District, 66 Roaring Brook Rd., P.O. Box 21, Chappaqua, New York 10514 (if using third party courier, use street address only). Digital bids are to be e-mailed to mitrnik@chappaquaschools.org .

If further information is needed, call the Purchasing Office at 914 238-7200, Ext. 1013 or e-mail at mitrnik@chappaquaschools.org .

The Board of Education reserves the right to reject any and all bids which do not seem to be in the best interest of the School District.

CHAPPAQUA CENTRAL SCHOOL DISTRICT

CCSD BID # B2021-17: DRIVER'S EDUCATION

MAIN SPECIFICATION

BIDDING PROCEDURE AND REQUIREMENTS

1. The date and time of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on and in accordance with forms provided by the Board and included in this document. The proposal sheets are not to be removed from the document.
3. As indicated in the general bid document under "Instructions to Bidders, number 2", sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount will govern.
4. A Bidder shall not make any stipulations on the Bid Form or qualify its Bid in any manner. No Bid will be considered which purports to qualify, limit, amend or omit any requirement of the Bidding Documents.
5. A Bid shall include the legal name of Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. All required signatures shall be handwritten in ink with the full name of the person executing same. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature. A Bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed on the signature pages of each Form of Proposal. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
6. Bidders will provide, along with the completed Bid package, evidence demonstrating an ability to provide the requested services, including, if applicable, a list of any and all school districts of a similar size which they have served during the past three (3) years and a summary of their experience over at least three (3) years of successful completion of the services required herein in compliance with the applicable laws, rules and regulations of the State of New York. Bidders will also provide the last three (3) years of audited financial statements.
7. No alteration, erasure, or addition is to be made to the typewritten or printed matter. Any deviations from the conditions and specifications will constitute sufficient grounds for rejection of bid.
8. The Notice to Bidder, Instruction to Bidders, Bidding Procedures and Requirements, Specifications, and Addenda, if any, shall form a part of this

Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract Documents" shall include all of the aforesaid together with the Contract itself.

9. Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

QUALIFICATIONS OF BIDDERS

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

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

- a) Bidder must possess and demonstrate facilities, knowledge and capabilities to satisfy all requirements of this contract.
- b) Bidders must be able to demonstrate that they have owned and operated a driving education school for at least (5) five years, have provided and can provide in car education for schools with at least 75 students per semester for at least two years and the driving instructor(s) who will provide services to the School District have NYS teacher certification, Teacher of Driver and Traffic Safety Education Certification, completed the 30 hour basic instructor's course and taught one year of in-car instruction. *References indicating the above shall be provided as set forth herein. The School District reserves the right to request additional documentation or information from the bidders as a means of determining qualifications and/or responsibility.*
- c) Each bidder must demonstrate that it is a DTSE certified driver education organization possessing adequate financial resources to accomplish the services as described herein and that it has a satisfactory record of performance and integrity.
- d) Bidder must include a reference list, setting out the names of all school districts or other entities served by it, the size of the program and shall further set out the name and telephone number of each business official or other school district liaison/ individual with respect to this item.
- e) Bidder must submit a list of names and addresses of any person or entity owning 10% or more of its company. Should any person or entity listed have ownership of another company, such information shall be disclosed. If bidder is a publicly traded corporation, the latest annual report listing all officers shall be provided.
- f) Bidder must be financially responsible, as demonstrated by:
 - 1. A lack of pending lawsuits or substantive outstanding judgments or liens, including Federal or State tax liens.

2. No denials of performance bonds within the last seven years.
 3. A satisfactory credit history as evidenced by a review that may be made by the School District.
 5. Such other information as the Board of Education, in its sole discretion, determines is relevant to the responsibility of the bidder.
- g) Upon investigation of any references and information submitted by the bidder, the Board of Education reserves the right to reject any bid where it is found that the bidder's qualifications are not consistent with the information presented.

CONTRACT AWARD

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

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

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

No cash discount may be offered or quoted by any Bidder.

SPECIFICATIONS FOR DRIVER EDUCATION ROAD INSTRUCTION –
HORACE GREELEY HIGH SCHOOL

SCOPE OF PROGRAM:

1. **Intent:** The intent of this bid is to contract with a professional driving school licensed by the Motor Vehicle Bureau of the State of New York to conduct driver education road instruction at the Horace Greeley High School, Chappaqua, New York, during the regular school year and summer school. The contracting school must have been owned and operated for at least five (5) years by a person having the state required amount of hours of specialized training in driver education and be otherwise duly licensed by the State of New York to operate a driver training school for a minimum of two years. The contracting school's instructors must possess and maintain an acceptable driving record and a valid instructor's license issued by the New York State Department of Motor Vehicles. Abstracts of driving instructors must be furnished at least two weeks prior to the start of service and accepted by the district.
2. **Service Period:** Services shall commence July 1, 2021 (subject to approval by the Chappaqua Central School District Board of Education) and shall continue through June 30, 2022.
3. **Option to Extend the Term of the Contract:**
 - A. The Chappaqua Central School District has the option of extending or renewing this contract for a period not to exceed two (2) additional one (1) year periods at a price not to exceed the respective annual 2021 and 2022 consumer price indices (CPI NY, Northern NJ Area).
 - B. Said renewal option shall be deemed to have been exercised upon formal written notification to the Contractor fifteen (15) calendar days prior to the expiration of the initial term of the contract or of the first extension thereof, provided that the Purchasing Agent shall have given preliminary notice of the Chappaqua Central School District's intention to renew at least thirty (30) calendar days before this contract is to expire. (Such preliminary notice will not be deemed to commit the Chappaqua Central School District to exercise the option).
 - C. If the School District exercises the option for the first additional one (1) year period, the contract as renewed shall be deemed to include the option provision for the second additional one (1) year period. However, the total duration of -this contract, including the exercise of any option(s) under this clause, shall not exceed three (3) years.
4. **Bidder's Employee Preparation Hours**

Contracts negotiated between the School District and the successful bidder shall require that the successful bidder's employees have completed the minimum number of non-

credit educational preparation hours, as specified by the Department of Motor Vehicles and State Education Department, prior to instructing the approved course.

5. **Instructor Names and Certification Numbers**

The names and certification numbers (MV-524) of all instructors supplied by the successful bidder must appear on the request for course approval and the request for course completion certificate forms.

6. **Protection and Use of Student Data**

A. Exclusive Purposes for which Student Data Will Be Used. Use of student data under this Contract will be limited to that necessary for the successful bidder to perform the services referenced in the Agreement between the District and the successful bidder. Such services include, but are not limited to, the necessary review of student educational records and/or student transcripts.

B. Privacy Rights of Students and Faculty in the District. The successful bidder, being mindful of the privacy rights of students and faculty in the District, agrees to strictly maintain the confidentiality of any information it receives in the performance of the services under this contract, under state and federal law requirements, including FERPA Regulations at 34 C.F.R. Part 99. The successful bidder further agrees, to the maximum extent required by law, to strict compliance with Sections 2-c and 2-d of the New York Education Law with respect to privacy requirements applicable to personally identifiable student data, classroom teacher information and building principal information that comes within the successful bidder's possession and control, as may be defined in said laws. This obligation, if applicable, shall include, but not be limited to, the requirements of training its employees who are assigned to perform services under this contract in the privacy provision of said laws. The successful bidder also acknowledges that the attached Parents Bill of Rights will be signed and become a material provision of the contract. In the event that the successful bidder fails to comply with the provisions set forth herein, the contract shall be immediately terminated upon written notice to the successful bidder and shall thereby become null and void, and of no further effect.

C. Storage of Data. Successful bidder will maintain reasonable safeguards to protect the security, confidentiality, and integrity of personally identifiable information, as applied to student data, within its custody, including password protection and email archiving (for information stored digitally) and manual lock and key (for physical copies of such information).

D. Parental/ Challenge to Accuracy of Data. In the event a parent, student, or eligible student wishes to challenge the accuracy of the student data collected by the successful bidder, such parent, student, or eligible student shall have an opportunity for a hearing to challenge the content of the school records, in accordance with the District's Student Records Policy.

SCHOOL YEAR and SUMMER SCHOOL PROGRAM

Period to be covered:	Summer School Program (Potential) July 2021 to August 2021
Summer School Scope:	Provision of instruction for up to seventy five (75) students (based on 4 students per car) to receive sufficient road instruction during the session to complete the driving portion of the driver education program in order to qualify for the State Certificate of Completion (MV-285) (Calendar will be provided) .
Period to be covered:	Fall Spring Semester Scope September 2021 – June 2022
Fall/spring Scope:	Provision of instruction for up to 175 students (based on 4 students per car) to receive sufficient road instruction during each session to complete the driving portion of the driver education program in order to qualify for the State Certificate of Completion (MV-285). Official calendar will be provided.
Length of Sessions:	90 minutes of instruction time
Number of Sessions:	Specific number of sessions will be developed with driver education school to comply with minimum New York State Standards. (The school must have sufficient cars so that each student has 16 ninety minute driving sessions and sufficient make-up opportunity within each semester). Driving school must have the capability to schedule two (2) cars that each run three sessions Monday through Friday at 3:00, 4:30 and 6:00 and at least two (2) cars on Saturday at 7:30, 9:00, 10:30, 12:00 and 1:30.
Time:	Session 1 (Summer): July 2021 to August 2021 Driving is to be scheduled between 7:00am–8:00pm Monday – Friday such other hours that may be designated by the Board of Education.
Time:	Session 2 (Fall/Spring): September 2021 to June 2022 Driving is to be done after school between 2:45 – 8:00pm Monday – Friday. In addition, program is run on Saturdays. Students drive 7:30am to 1:30pm or such other hours that may be designated by the Board of Education.

Cars: Driving school must operate enough cars to accommodate the total # of students enrolled.

THE RESPONSIBILITIES OF THE DRIVER EDUCATION SCHOOL

The successful bidder's responsibilities include but are not necessarily limited to the following:

1. Submit with bid satisfactory evidence that driver education school is owned and run by a person duly qualified under New York State Laws and Regulations, and that instructors are duly licensed and qualified under New York State Laws and Regulations.
2. Provide list of school districts with at least 75 driver education students per semester; the number of years at each school and a contact name and number.
3. Provide the name as well as the resume of the supervisory person who will be designated as the Driver Education Coordinator to be assigned to the Chappaqua Driver Education Program.
4. Conduct a 90 minute orientation session at the beginning of the program for all the enrolled students and parents.
5. Provide properly equipped and licensed car that comply with current rules and regulations of the State of New York with respect to licensed driver training schools, and to maintain vehicles in safe driving condition.
6. Submit with bid proof that all cars utilized for student instruction have passed New York State Inspection requirements.
7. Provide vehicles owned and /or leased, registered and operated by the driver education school in sufficient numbers to meet pupil capacity class needs and make up sessions. All gas, oil, etc. used in the course must be provided by the successful bidder.
8. Provide road instructors for approximately 75 students for summer school and 175 for fall and spring programs during each session. Make-up time will be provided on occasional individual basis.
9. Successful bidder shall comply with Section 375, subdivision 44 of New York State Vehicles and Traffic Law, as follows:
Driver education vehicles. Any motor vehicle used for the purpose of driving instruction for hire or for driver education by a school and being operated by a person receiving such instruction or education shall bear identification, visible to both oncoming and following traffic, to indicate that the vehicle is being driven by a student driver.

To that end, the successful bidder shall display on all vehicles used for driving instruction a sign or signs containing the words "STUDENT DRIVER" in letters no less than two inches in height and one-fourth inch stroke, against a background of a contrasting color, visible from both the front and rear, and not obstructed by any other sign. The sign or signs may be one two-faced roof sign, or two roof signs, or a sign on the front and a sign on the rear. Successful bidder will provide list of vehicles exclusively dedicated to Chappaqua Driver Education program, last four digits of VIN numbers, model year, model type, valid NYS Certificates of Titles evidencing ownership of vehicles, designated vehicles as replacement vehicles in case needed for disabled vehicles.

7. Cars must carry first aid kit and valid insurance documents at all times.
8. The driving school must maintain written records of time, mileage devoted to instruction, fuel consumed and maintenance information.
9. To provide at cost additional vehicular safety features not required by law, but requested by the Board of Education. Such additional costs are to be billed separately to the school district.
10. To provide appropriate modified vehicle controls to accommodate physically handicapped students in the course, as needed.
11. To permit car inspection at any time by Chappaqua Central School District officials for the following:
 - (a) Dual Brakes
 - (b) Operable safety mirrors for instructor and student seat belts, three in back seat and two in front seat.
 - (c) Tire safety
 - (d) Exhaust systems
12. Comply with the right the Board of Education reserves to have any equipment replaced, which is deemed unsatisfactory by the Board of Education or its authorized representative.
13. Correct any safety problem to the satisfaction of the Board of Education, or its representatives, including dismissal of driving instructors.
14. A student may not receive more than 90 minutes of driving instruction in one day.
15. No more than four (4) students and a minimum of two (2) students may be placed in each car.

16. In determining laboratory marks, consideration must be given to learner behavior.
17. Provide to Chappaqua School administrators periodic written objective analyses of individual students' driving performance.
19. To furnish proof that instructors have at least one year's prior experience in teaching road training and certify that instructors have successfully undergone required training by qualified personnel. Instructors must be at least 21 years of age during the term of the contract.
20. Permit inspection of personnel records by Chappaqua Central School District authorities, and to provide any other reasonable personnel information requested by Chappaqua Central School District.
21. Ensure that all driver instructors have been licensed drivers for two years and are in acceptable physical and mental health.
22. Ensure that all drivers possess an acceptable driving record and a valid commercial driving school instructor's license issued by the New York State Department of Motor Vehicles (MV-524). The instructor's record must be devoid of suspensions and revocation for two years.
23. Ensure that all driver instructors hold appropriate licenses and to furnish names and license numbers (MV-524) of all instructors.
24. Ensure that all driver instructors conduct themselves in a courteous manner and do not endanger the health or morals of any student.
25. Comply with the right of the Board of Education to have any driver who is not acceptable replaced at any time.
26. Comply with the instruction requirements of the New York State Education Department, as follows:
 - (a) Behind the wheel instruction: 6 clock hours
 - (b) In-car observation: 18 clock hours
27. Provide the name of the supervisory person who may be contacted and be responsible for coordination of the road program with the principal of the Horace Greeley High School.
28. Provide in duplicate an itemized billing containing the names of individual students and driver instructors on a monthly basis. The billing for dropouts will be on a pro-rata basis.

29. Comply with the following general rules and regulations:

- (e) No smoking or drinking in car while on duty as a driving instructor.
- (f) No stopping for coffee breaks during driving sessions.
- (g) All lessons begin and end at a designated location on the Horace Greeley High School grounds. No student will be allowed to leave the car at the end of driver training sessions at other than the designated location on Horace Greeley High School grounds.
- (h) No more than four (4) students and a minimum of two (2) in a car at any time.
- (i) In case of absence of a student or students, the time will be distributed among other students on that same day.
- (j) No student will have more than two different road instructors during a session.
- (k) All accidents and/or incidents are to be reported to the Horace Greeley High School principal at the end of each daily session. Additional requirements for accidents are indicated on page 14.
- (l) Report of student grade (pass or fail) will be turned in to the Horace Greeley High School principal on specified dates.
- (m) No more than 90 minutes of instruction may be given to any individual student in any one day.
- (n) All safety equipment, such as safety belts, is to be in use during driving periods.

30. The successful bidder must provide the following services which are extremely important:

- (a) Keep accurate records of student driving times in accordance with SED and DMV requirements. Provide information on completed hours to students.
- (b) Arrange schedules for student driving, assist in the processing of applications and requests for forms/

31. Drivers must be fingerprinted and cleared specifically for the Chappaqua Central School District by the Office of School Personnel Review and Accountability.

32. The successful bidder shall pay its employees the current “prevailing rate of wage” as defined in Section 220 of the New York Labor Law, Schedule of Wage Rates, where applicable.

33. In accordance with Section 220-e of the Labor Law of the State of New York, it is agreed that:

- a. In the hiring of employees for the performance of this contract or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or sub-contractor shall by reason of race, creed, color, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account for the performance of work under this contract on account of race, color, creed or national origin.
- c. There may be deducted from the amount payable to the successful bidder a penalty of one hundred dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.
- d. This Contract may be cancelled or terminated by the Board of Education and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.
- e. The aforesaid provisions of this section shall be limited to operations performed within the territorial limits of the State of New York.

34. The successful bidder shall comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with same. The successful bidder shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the School District, its agents and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney’s fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.

Accidents:

In the event of an accident, the successful bidder shall:

1. Immediately inform the school district.

2. Complete and file any accident reports within 48 hours after any accident, as required by NVS law, the Department of Motor Vehicles, and the insurance carriers for the commercial driving school and THE SCHOOL DISTRICT. Copies of all complete forms and reports shall be furnished to THE SCHOOL DISTRICT immediately upon filing. The commercial driving school will cooperate with THE SCHOOL DISTRICT in the investigation of any accident.

Insurance:

1. The successful bidder shall purchase and maintain insurance which may arise from operations under the contract. Said policies shall be purchased in the amounts set forth in Appendix "A" to protect the Board against claims arising from or related to the operations of the successful bidder and its subcontractors.

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

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

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

(d) Enclosed with the bid submission, the Bidder must include a letter from an insurance agent, broker, or carrier stating that no less than the minimum limits of insurance required in the Bid Request will be met. The name of the insurance company that will provide the mandated insurance will be stipulated. The insurance carrier must be licensed to do business in New York State.

(e) All insurance certificates shall state that the policy will not be canceled nor coverage thereunder be reduced or limited without thirty (30) days prior written notice to the School District. It shall further state that a similar thirty (30) days prior written notice will be given to the School District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured successful bidder, the policy number, the type of coverage, the inception and

expiration dates, and it shall clearly state what, if any, coverages are excluded by endorsement or otherwise excepting such as appear in the standard printed policy itself. The School District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages and the successful bidder agrees to assist in obtaining any such desired information.

(f) The bidder must also submit with bid proof of required insurance coverage consistent with Workmen's Compensation Law.

2. The successful bidder shall hold harmless, defend and indemnify the School District from all claims for damages to property and bodily injury, including death, which may arise from operations under the Contract(s), including but not limited to claims brought against the School District by third parties, employees of the School District, or employees of the successful bidder. Please refer to Appendix B on Page 20.

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

Termination for Breach: This contract may be terminated by the School District upon not less than seven (7) days written notice should the successful bidder fail substantially to perform in accordance with the terms of this contract through no fault of the party initiating the termination.

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

Termination for Convenience:

The District may at any time, at will and without cause, terminate any part of the Contractor's work or all of the Contractor's remaining work for any reason whatsoever by giving thirty (30) days' written notice to Contractor, specifying the portion of the Contractor's work to be terminated and the effective date of termination.

Disputes

Any dispute which may arise between the parties shall be governed by the substantive laws of the State of New York applicable to contracts made and wholly to be performed in the State of New York, without recourse to any principles of choice of laws. Any such disputes shall be heard exclusively by the Supreme Court of the State of New York, County of Westchester, or by the United States District Court for the Southern District of New York.

CHAPPAQUA CENTRAL SCHOOL DISTRICT

CCSD BID # B2019-5
DRIVER'S EDUCATION

BID PROPOSAL FORM

BID: COST PER STUDENT

Summer (Approximately 75 Students per Session) \$_____

Fall/Spring (Approximately 175 Students per Session) \$_____

Signature

(Person, Firm or Corporation)

Subscribed and Sworn to Before me

This _____ Day of _____, 2019.

Authorized Signature

APPENDIX “A”

Insurance

A. The successful bidder, at its sole cost and expense, shall provide the School District with the following insurance coverage whether the operations to be covered thereby are through the successful bidder or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. **Workers’ Compensation:**

Coverage	Statutory
Extensions	Voluntary compensation All states coverage employers Employer’s liability - unlimited

2. **Commercial General Liability and Property Damage:**

Coverage	Occurrence using ISO occurrence Form CG 00 01 07 98 or later form
Limits per Contract	\$1,000,000 each occurrence and \$2,000,000 in the aggregate

3. **Automobile Liability:**

(all vehicles hired or non hired)	\$1,000,000 combined single limit. Automobile liability coverage shall be provided subject to a deductible of \$200 for comprehensive and \$200 deductible for collision.
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4. **Umbrella/Excess Insurance**

\$2,000,000 each occurrence and aggregate
on a “Follow-Form” basis.

B. The insurance required to be procured by the successful bidder pursuant to paragraph A shall be purchased from and maintained by an insurance carrier licensed to do business in the State of New York, with an A.M. Best rating of “secured” or better. The Contractor must submit the Certificate of Insurance to the School District for approval prior to the commencement of any work.

C. All insurance coverage to be provided by the successful bidder pursuant to paragraph A shall include a cancellation notice to the School District of at least (30) thirty days.

D. All insurance coverage to be provided by the successful bidder shall name the School District as an additional insured on the policy. Additionally, the insurance coverage to be provided by the successful bidder pursuant to paragraph A shall state that the successful bidder's coverage shall be the primary coverage for the successful bidder's work. Additional insured status shall be provided by ISO endorsement CG 20 10 11 85 or equivalent.

E. In the event that any of the insurance coverage to be provided by the successful bidder to the School District contains a deductible, or the insurance provided by the School District contains a deductible, the successful bidder shall indemnify and hold the School District harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of the successful bidder.

F. The successful bidder acknowledges that its failure to obtain or keep current the insurance coverage required by paragraph A shall constitute a material breach of contract and subjects the successful bidder to liability for damages, including but not limited to direct, indirect, consequential, special and such other damages the School District sustains as a result of such breach. In addition, the successful bidder shall be responsible for the indemnification to the School District of any and all costs associated with such lapse in coverage, including but not limited to reasonable attorney's fees.

G. The School District in good faith may adjust and settle a loss with the successful bidder's insurance carrier.

APPENDIX “B”

THIS FORM MUST BE SIGNED AND NOTARIZED

*****SUBMIT WITH PROPOSAL*****

HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE BIDDER AGREES TO HOLD HARMLESS AND INDEMNIFY THE CHAPPAQUA CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION, ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE CHAPPAQUA CENTRAL SCHOOL DISTRICT, FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGEMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

A. ANY CLAIMS, LIABILITIES, SUITS, PROCEEDINGS AND ACTIONS OF WHATEVER NAME AND NATURE, AS THE SAME MAY RELATE IN ANY MANNER TO THE SERVICES PROVIDED BY THE BIDDER TO THE DISTRICT PURSUANT TO THE CONTRACT.

B. ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY THE BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT HOWEVER CAUSED;

C. 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, SERVANTS, 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 CHAPPAQUA CENTRAL SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE CHAPPAQUA CENTRAL SCHOOL DISTRICT ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGEMENT THAT MAY BE RENDERED AGAINST THE CHAPPAQUA CENTRAL SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF CHAPPAQUA CENTRAL FREE SCHOOL DISTRICT.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGEMENT, 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 JUDGEMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR.

Subscribed and sworn to before me
this ____ day of _____ 2019

(Person, Firm or Corporation)

Notary Public of Commissioner of Deeds

(Authorized Signature)

Commission Expires _____

APPENDIX “C”

PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Pursuant to Section 2-c and 2-d of the Education Law, parents and students are entitled to certain protections regarding confidential student information. The District is committed to safeguarding personally identifiable information from unauthorized access or disclosure as set forth below:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes;
2. Parents have the right to inspect and review the complete contents of their child's education record;
3. The District is committed to implementing safeguards associated with industry standards and best practice under state and federal laws protecting the confidentiality of personally identifiable information, including but not limited to, encryption, firewalls, and password protection when data is stored or transferred;
4. A complete list of all student data elements collected by the State is available for Public review at:
<http://www.lhric.org/files/filesystem/nys%20data%20loading%20templates%202013-14.xls>
or by writing to LHRIC, 450 Mamaroneck Ave., Harrison, NY 10528
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to Josh Culwell-Block, Director of Technology and Innovation, 914-238-7200, Ext 1019, joblock@chappaquaschools.org, 66 Roaring Brook Road, Chappaqua, NY 10514.
6. The District has entered into contracts with certain third party contractors who have been sent student data and/or teacher data and/or principal data. The following information about such contractors appears in the attachment to this document as required by law:
 - <https://www.chappaquaschools.org/district/departments/technology/parents-bill-of-rights-for-data-privacy-and-security> The names of the third party contractors, the exclusive purpose(s) for which the data will be used;
 - the commencement and termination dates of each such agreement;
 - A description of how the data will be disposed by the contractor when the contract purpose has been fulfilled;
 - The data storage and security measures undertaken.
7. Agreements with third party contractors will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements.
8. A parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected by filing a written request with the Superintendent of Schools or his/her administrative designee Josh Culwell-Block, Director of Technology and Innovation/CIO, 66 Roaring Brook Road, Chappaqua, NY 10514.

Authorized Signature

Title

**CHAPPAQUA CENTRAL SCHOOL DISTRICT
66 ROARING BROOK ROAD
P.O. BOX 21
CHAPPAQUA, NEW YORK 10514**

CCSD BID # B2021-17: DRIVER'S EDUCATION

SEALED BID CHECKLIST

**LIST OF REQUIRED ITEMS TO BE CHECKED OFF AND
INCLUDED IN SEALED BID ENVELOPE OR DIGITAL
SUBMISSION**

- 1) ☐ LIST OF ANY AND ALL SCHOOL DISTRICTS OF A SIMILAR SIZE WHICH VENDOR HAS SERVED DURING THE PAST THREE (3) YEARS AS LISTED ON PAGE 1 OF MAIN SPECIFICATION
- 2) ☐ A SUMMARY OF VENDOR'S EXPERIENCE OVER AT LEAST THREE (3) YEARS OF SUCCESSFUL COMPLETION OF SERVICES REQUIRED HEREIN IN COMPLIANCE W/APPLICABLE LAWS, RULES AND REGULATIONS OF THE STATE OF NEW YORK AS LISTED ON PAGE 1 OF MAIN SPECIFICATION.
- 3) ☐ COPY OF AUDITED FINANCIAL STATEMENTS FROM THE LAST THREE (3) YEARS AS LISTED ON PAGE 1 OF MAIN SPECIFICATION.
- 4) ☐ LIST OF REFERENCES PROVING VENDOR HAS OWNED AND OPERATED A DRIVING EDUCATION SCHOOL FOR AT LEAST FIVE (5) YEARS, HAVE PROVIDED AND CAN PROVIDE IN CAR EDUCATION FOR AT LEAST 75 STUDENTS PER SEMESTER FOR AT LEAST 2 YEARS AS LISTED ON PAGE 3, LETTER B OF MAIN SPECIFICATION.
- 5) ☐ REFERENCE PROVING DRIVING INSTRUCTORS HAVE NYS TEACHER CERTIFICATION, TEACHER OF DRIVING AND SAFETY EDUCATION, AND HAVE COMPLETED THIRTY (30) HOUR BASIC INSTRUCTOR'S COURSE AND HAVE TAUGHT ONE YEAR OF IN CAR INSTRUCTION AS LISTED PAGE 3, LETTER B OF MAIN SPECIFICATION.
- 6) ☐ REFERENCE LIST SETTING OUT NAMES OF ALL SCHOOL DISTRICTS, OR OTHER ENTITIES SERVED BY IT, SIZE OF PROGRAM, AND NAME AND TELEPHONE # OF EACH BUSINESS OFFICIAL OR OTHER SCHOOL DISTRICT LIASON/INDIVIDUAL WITH RESPECT TO THIS ITEM AS LISTED ON PAGE 3, LETTER D OF MAIN SPECIFICATION.

- 7) ☐ LIST OF NAME AND ADDRESSES OF ANY PRISON OR ENTITY OWNING 10% OR MORE OF ITS COMPANY SHOULD ANY PERSON OR ENTITY HAVE OWNERSHIP OF ANOTHER COMPANY, SUCH INFORMATION SHALL INFORMATION SHALL BE DISCLOSED. IF BIDDER IS PUBLICALLY TRADED CORPORATION, LATEST ANNUAL REPORT LISTING ALL OFFICES TO BE PROVIDED AS LISTED ON PAGE 3, LETTER E OF MAIN SPECIFICATION.
- 8) ☐ SATISFACTORY EVIDENCE THAT DRIVER'S EDUCATION SCHOOL IS OWNED AND OPERATED BY A PERSON DULY QUALIFIED UNDER NYS STATE LAWS & REGULATIONS AND INSTRUCTORS ARE DULY LICENSED & QUALIFIED UNDER NYS LAWS AND REGULATIONS AS LISTED ON PAGE 9, NO. 1 OF MAIN SPECIFICATION.
- 9) ☐ LIST OF SCHOOL DISTRICTS WITH AT LEAST 75 DRIVER EDUCATION STUDENTS PER SEMESTER, NUMBER OF YEARS AT SCHOOL AND A CONTACT NAME AND TELEPHONE NUMBER AS LISTED ON PAGE 9, NO. 2 OF MAIN SPECIFICATION.
- 10) ☐ PROVIDE NAME AND RESUME OF SUPERVISORY PERSON WHO WILL BE DESIGNATED AS DRIVER EDUCATION COORDINATOR TO BE ASSIGNED TO CHAPPAQUA DRIVER EDUCATION PROGRAM AS PER PAGE 9, NO. 3 OF MAIN SPECIFICATION.
- 11) ☐ PROVIDE NAME OF PERSON WHO MAY BE CONTACTED AND BE RESPONSIBLE FOR COORDINATION OF THE ROAD PROGRAM WITH THE PRINCIPAL OF HORACE GREELEY HIGH SCHOOL AS PER PAGE 11 NO. 27 OF MAIN SPECIFICATION.
- 12) ☐ LETTER FROM INSURANCE AGENT, BROKER OR CARRIER STATING NO LESS THEN THE MINIMUM LIMITS OF INSURANCE REQUIRED IN THE BID REQUEST WILL BE MET. MUST INCLUDE NAME OF INSURANCE COMPANY. INSURANCE COMPANY MUST BE LICESNED TO DO BUSINESS IN NEW YORK STATE AS PER PAGE 15, NO. 1, LETTER D OF MAIN SPECIFICATION.
- 13) ☐ PROOF OF REQUIRED INSURANCE COVERAGE CONSISTENT WITH WORKMAN'S COMPENSATION LAW PAGE 15, NO. 1, LETTER F. OF MAIN SPECIFICATION.
- 14) ☐ SIGNED AND BID PROPOSAL FORM LOCATED ON PAGE 17 OF MAIN SPECIFICATION.

- 15) ☐ SIGNED, NOTARIZED AND COMPLETED APPENDIX "B"/HOLD HARMLESS AGREEMENT LOCATED ON PAGE 20 OF MAIN SPECIFICATION.
- 16) ☐ SIGNED APPENDIX "C"/PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY LOCATED ON PAGES 21 AND 22 OF MAIN SPECIFICATION.
- 17) ☐ COMPLETED INSURANCE CERTIFICATION FORM
- 18) ☐ SIGNED BID PROPOSAL CERTIFICATION SHEET.
- 19) ☐ COMPLETED, NOTARIZED & SIGNED BID FORM AND SPECIFICATIONS SHEET. THIS PAGE MUST BE NOTARIZED OTHERWISE BID WILL NOT BE ACCEPTED.

ALL ITEMS ON THIS LIST MUST BE SUBMITTED WITH BID SUBMISSION OTHERWISE BID CANNOT BE ACCEPTED.

Insurance Certification

Bid or Project No. # _____ **Name of Project:** _____

Your insurance representative must completed the form below in order to be considered for the award of this bid or project, and it is important that you complete the Bidder's Acknowledgment section of this form. Please note that a certificate of insurance must accompany your bid submission in order for your bid to be considered.

Insurance Representative's Acknowledgment:

We have reviewed the insurance requirements set forth in the bid and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Insurance Representative: _____

Address: _____

Are you an agent for the companies providing the coverage? Yes _____ No _____

Date: _____

Insurance Representative

Bidder's Acknowledgment:

I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that a certificate of insurance must be submitted with my bid; and if it is not, the Chappaqua CSD may reject my bid and award to the next lowest bidder. Firm Name:

Firm Name: _____

Address: _____

Date: _____

Bidder's Signature

**CHAPPAQUA CENTRAL SCHOOL DISTRICT
CCSD BID # B2021-17**

**DRIVER'S EDUCATION
GENERAL BID DOCUMENT**

Bid documents must be submitted in a sealed envelope bearing the assigned Bid Number on the outside.

Sealed bid envelopes are to be sent to:
**Chappaqua Central School District
66 Roaring Brook Road
P.O. Box 21
Chappaqua, New York 10514
Attention: Purchasing Office**

Or

Digital bids are to be e-mailed to:
mitrnik@chappaquaschools.org

Any questions regarding this bid should be directed to the Purchasing Office at
(914) 238-7200, Ext. 1013 or mitrnik@chappaquaschools.org .

NOTE: If you intend mailing your submission in a sealed bid envelope, please note that our address is a Post Office Box, and mail is picked up once a day. It is therefore recommended that you mail your bids early or deliver them by hand to:

Chappaqua Central School District
Education Center
66 Roaring Brook Road
Chappaqua, New York 10514

Board of Education

Chappaqua Central School District
P.O. Box 21, Chappaqua, New York 10514

INSTRUCTIONS TO BIDDERS:

1. Sealed proposals for the furnishing and delivery, where called for, of the services and materials as required by the Board of Education of the Chappaqua Central School District, Chappaqua, New York, as set forth in the attached specifications prepared under the direction of said Board of Education, will be opened at the Purchasing Office, Education Center, 66 Roaring Brook Road, Chappaqua, New York on 06/25/2021 at 11:00 am (CCSD Bid # B2021-17).
2. The person, firm or corporation making such proposal shall submit it in a sealed envelope at the place and on or before the hour and day stated above, and the envelope shall be endorsed on the face thereof with the name of the person, firm or corporation making such proposal, the date of its presentation and title of the services, materials, equipment or supplies for which such proposal is made.
3. The bidder shall insert the price per stated unit and the extension against each item in the schedule hereto annexed, which he proposes to furnish and deliver. In the event of a discrepancy between the unit price and total price, the unit price will govern. The price inserted must be net and must include delivery charges. Computation must be made of the total amount of the bid for all items bid upon and the total shall be stated in the space provided at the end of the schedule.
4. No charge will be allowed for cases, boxes, carboys, bottles, etc., nor for freight expenses, expressage or cartage. No empty packages, cases, boxes, carboys, bottles, etc., will be returned to the bidder or contractor and none will be paid for by the Board of Education. Such empty cases, boxes etc., may be removed by the bidder or contractor at his own expense.
5. No charge will be allowed for federal, state or municipal sales and excise taxes, in that the Board of Education is exempt there from. The price bid shall be net and shall not include the amount of any such tax; exemption certificates, if required, will be furnished on forms provided by the bidder.
6. When a catalog reference follows the description of an item, such catalog reference is intended as a means of more fully describing the item in the shortest possible space and is to be regarded as part of the description of the item. All catalogs to which reference is made shall be available at the business office. The use of such catalogs is not intended to limit competition.
7. Items delivered by successful bidder must be equal in all respects to those referred to by catalog numbers. Bidder must submit samples upon request if bidding on items other than those referred to.
8. Each bidder must state that no member of the Board of Education, Chappaqua Central School District, Chappaqua, New York, nor any officer or employee thereof, is directly or indirectly interested in the proposal.
9. The Board of Education reserves the right to accept this bid by items or as a whole, or, in its discretion to waive technical formalities, or reject all bids and re-advertise in the manner provided by Section 103, or the general municipal law.
10. The bid deposit of the successful bidder will be returned upon the satisfactory completion of the contract.

11. Delivery will be required to be made to the location indicated in the bid or to such place as indicated in the purchase order issued to the successful bidder. Unless otherwise noted in the main specification, deliveries shall be made between the hours of 9:00 AM and 4:00 Pm on weekdays other than Saturdays and holidays. All materials and supplies must be securely packed in uniform containers, adequately marked as to contents and delivered without damage or breakage in such units as are specified in the schedule.
12. These instructions are to be considered an integral part of all proposals.
13. Successful bidders shall furnish the Board of Education, prior to commencement of work, with certificate of Workers' Compensation and General Liability Insurance.

Board of Education
Chappaqua Central School District
P.O. Box 21
Chappaqua, New York 10514

Chappaqua Central School District
Chappaqua, NY 10514

GENERAL CONDITIONS

(For the purchase of materials, supplies, equipment to be sent and delivered to the district as well as services to be performed for the district)

All invitations to bid issued by the above-named school district will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the school district.

DEFINITIONS

- | | |
|---------------------|---|
| “School district” | • Shall be the legal designation of the district. |
| “Notice to bidders” | • A formal statement which, when issued by the school district, constitutes an invitation to bid on the materials, supplies, and equipment described by the specifications. |
| “Board” | • The Board of Education of the school district. |
| “Bid” | • An offer to furnish materials, supplies, and/or equipment in accordance with the invitation to bid, the general conditions, special instructions, and the specification. |
| “Bidder” | • The form on which the bidder submits his bid. |
| “Contract” | • A notice to the successful bidder by the issuance of a purchase order: also all documents relating to the transaction, including but not limited to, the bid offer of the successful bidder, notice to bidders, general information, general conditions, special instructions, specifications, notice of award, bid proposal certifications: also a formal document signed by the successful bidder and the school district representative. |
| “Successful bidder” | • Any bidder to whom an award is made by the school district. |
| “Contractor” | • Any bidder to whom a contract award is made by the Board of Education. |
| “Specification” | • Description of materials, supplies, and/or equipment and the conditions for its purchase. |

BIDS

1. The date, time, and place of bid opening will be given to the Notice of Bidders.
2. All bids must be submitted on bid offer forms and in accordance with instructions provided by the Board.
3. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
4. All information required by Notice to Bidders, General Conditions, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.
5. The non-collusive bidding certification must be included with each bid as required by General Municipal Law, Section 103-d.
6. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
7. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in bid for this purpose.
8. Prices and information required should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
9. Sales to school district are not affected by any fair trade agreements. (General Business Law, Section 369-a, Sub.3).
10. No charge will be allowed for Federal, State, or municipal sales and excise taxes since the school district is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax.
11. In all specifications, the words, "or equal," are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the school district as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.
12. Bids on equipment must be on standard, new equipment, of latest model, and in current production, unless otherwise specified.
13. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.
14. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise bid for the group may be rejected.
15. All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise bid may be rejected.

16. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
17. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the instructions to bidders. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
18. All bids must be sealed. They must be submitted in envelopes furnished by the school district, if any. Otherwise, plain opaque envelopes may be used, clearly marked "BID." Also the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Bids must not be attached to or enclosed in packages containing bid samples. Telegraphed bids may be considered at the discretion of the school district. Telephoned quotations or amendments will not be accepted at any time.
19. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the school district, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the school district in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.
20. If the supplies, materials, or equipment are to be delivered over an extended period of time, or if the specifications so state, then the successful bidder may be required to execute an agreement in relation to the performance of his contract, such agreement to be executed by the bidder within fifteen (15) days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the school district. The performance bond shall be executed by the successful bidder at the time of the execution of the contract by the successful bidder and the Board.

SAMPLES

21. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.
22. The school district reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are made. If the sample is not in accordance with the requirement of the specification, the school district may reject the bid; or, if award has been made, cancel the contract at the expense of the successful bidder.
23. Samples, when required, must be submitted strictly in accordance with instructions; otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered as directed for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for

comparison with deliveries. The school district will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property.

24. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in the school district. Failure on the part of the bidder to examine samples shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

AWARD

25. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
26. The school district reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interests of the district will be served. Also reserved is the right to reject bids and to purchase items on state or county contracts if such items can be obtained on the same terms, conditions, specifications, and at a lower price.
27. The school district reserves the right to make awards within thirty (30) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.
28. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award contracts on individual items or on total sums, whichever is in the best interests of the school district.
29. If two or more bidders submit identical bids as to price, the decision of the Board to award a contract to one of such identical bidder shall be final. (General Municipal Law, Section 103, Sub.1).

CONTRACT

30. Each bid will be received with the understanding that the acceptance thereof in writing by the Board, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the school district. Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. Contract shall bind the school district on its part to order from such successful bidder and to pay for at the contract prices, all items ordered and delivered, within ten (10) percent over or under the award quantity, unless otherwise specified.
31. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.
32. If the successful bidder fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by the school district, or fails to make replacement of rejected articles, when so requested immediately or as directed by the school district, the school district may purchase from other sources to take the place of the item rejected or not delivered. The school district reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the

successful bidder agrees to reimburse the school district promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

33. A contract may be cancelled at the successful bidder's expense upon nonperformance of contract.
34. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.
35. When materials, equipment, or supplies are rejected, they must be removed by the successful bidder from the premises of the school district within ten (10) days of notification. Rejected items left longer than ten (10) days will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property.
36. No items are to be shipped or delivered until receipt of an official purchase order from the school district.
37. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of the school district.

INSTALLATION OF EQUIPMENT

38. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.
39. Equipment, supplies, and materials shall be stored at the site only on the approval of the school district and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the materials.
40. Work shall be progressed so as to cause the least inconvenience to the school district and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.
41. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
42. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in 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 at the delivery point listed for new equipment, unless otherwise specified.

GUARANTEES BY THE SUCCESSFUL BIDDER

43. The successful bidder guarantees:

- a) His products against defective material or workmanship and to repair of any damages or marring occasioned in transit.
- b) To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
- c) To carry adequate insurance to protect the school district from loss in case of accident, fire, theft, etc.
- d) That all deliveries will be equal to the accepted bid sample.
- e) That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the school district. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the school district.

DELIVERY OF SUPPLIES, EQUIPMENT AND MATERIALS

- 44. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the school district as to reasonable compliance with delivery terms shall be final.
- 45. The school district will not accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.
- 46. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.
- 47. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition.
- 48. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the school district. The successful bidder will be required to furnish proof of delivery in every instance.

49. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder, and the school district accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the school district, and suppliers should notify their truckers accordingly.
50. All deliveries shall be accompanied by delivery tickets of packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number

Name of Article

Item Number (if applicable)

Quantity

Name of the Successful Bidder

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

PERFORMANCE OF SERVICES RENDERED

51. Successful bidder to provide skilled, experienced, prompt service as requested
52. Proof of proper licensure and certification pursuant to this conflict shall be furnished to the School District.
53. The successful bidder shall comply with all laws, rules, ordinances and regulations and the regulations of the School District and all directives issued by the School District.
54. No smoking, consumption of alcoholic beverages, or use of illegal drugs will be permitted anywhere on School Grounds.
55. The successful bidder shall not have any contact or communication with any student.
56. Under this contract, sub contracting shall not be permitted without prior written approval by the School District.
57. Successful bidder shall have tools and equipment/materials necessary to perform the required work.
58. Each bidder must demonstrate that it is a responsible organization possessing adequate financial resources to accomplish the various services as described herein and that it has a satisfactory record of performance and integrity.
59. No travel time will be paid.
60. No vehicle use will be paid in the normal course of transporting approved materials to the job site.

61. The successful bidder is to comply with all Federal, State and Local regulations relating to certification and licensure, labor, including but not limited to minimum hour wage, working conditions, insurance and safety factors and child labor laws.

PAYMENTS

62. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.
63. Payment will be made only after correct presentation of claim forms or invoices as may be required.
64. Payments of any claim shall not preclude the school district from making claim for adjustment on any item found not to have been in accordance with the contract specifications.

SAVING CLAUSE

65. 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.

IRAN DIVESTMENT ACT

66. 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 paragraph (b) of subdivision 3 of section 165-a of the state finance law.

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

CCSD BID # B2021-17: "DRIVER'S EDUCATION"

BID PROPOSAL CERTIFICATION/NON COLLUSIVE BIDDING CERTIFICATION

FIRM NAME_____

BUSINESS ADDRESS_____

TELEPHONE NUMBER_____ DATE OF BID_____

- I. General Bid Certification – The bidder certifies that he/she will furnish, at the prices herein quoted, the material, equipment, and/or services as proposed on this bid.

II. Non-Collusive Bidding Certification

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

1. Statement of non-collusion in bids and proposals to political subdivision of the state. 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 or with any competitor; and
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly discussed 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;
- (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 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 bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

2. Any bid hereafter made to any political subdivision of the state of 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.”

Authorized Signature_____

Title_____

BOARD OF EDUCATION
CHAPPAQUA CENTRAL SCHOOL DISTRICT
P.O. Box 21, Chappaqua, New York, 10514
CCSD BID # B2021-17: DRIVER'S EDUCATION

BID FORM AND SPECIFICATIONS

NAME OF BIDDER _____

BUSINESS ADDRESS _____

TELEPHONE NUMBER _____

The bidder above mentioned declares and certifies:

- | | |
|--------|---|
| First | That the said bidder is of lawful age and the only one interested in this bid and that no one other than said bidder 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 |
| Third | That no member of the Board of Education of Chappaqua Central School District, Chappaqua, New York, nor any officer or employee or person whose salary is payable in 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 bidder has carefully examined the instructions to bidders, 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 bid, and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, service or labor for which this bid is made. |
| Fifth | That the prices quoted herein are net and exclusive of all federal, state and municipal sales and excise taxes. |
| Sixth | That the total number of items for which prices are quoted is as listed in the enclosed attachments and the total cost thereof is also listed in those same attachments. |

In the event of the failure of the undersigned bidder to perform within the time stated in the schedule or purchase order, as the case may be, the bid deposit made with this bid, or such much thereof as shall be applicable to the unfilled amount of the award made to the undersigned, shall be retained by the Board of Education and the undersigned shall also be liable for and agrees to pay the Board, on demand, the difference between the prices or prices bid and the price or prices for which such items shall be subsequently purchased, less the amount available to the undersigned bidder and no bid may be withdrawn before the expiration of 45 days.

Subscribed and sworn to before me

This _____ day of _____

Signature of Bidder

Notary Public

Type or Print name signed above