



VALLEY STREAM UFSD 30

NASSAU COUNTY CHAPTER of NYS SCHOOL FACILITIES ASSOCIATION COOP BID FOR
SCHOOL YEAR 2024-2025



BIDDER COMPANY NAME

MAY 1, 2024, 2:00 PM

LAWNCARE & BASEBALL FIELD SUPPLIES BID PACKAGE
175 N. CENTRAL AVE. VALLEY STREAM, NY 11580

VALLEY STREAM UNION FREE SCHOOL DISTRICT 30

2024-25

**Cooperative Bid for:
Lawn-Care & BB Field Supplies**

BID CONTRACT CHECK LIST

Enclosed please find a set of forms for Bids on the following:

- _____ Bid Specification Check List-Place this sheet on top of bid packet-checked off
- _____ Pg. 1 Title Page
- _____ Pg. 2 Piggybacking Provision (Signed & Dated)-RETURN
- _____ Pg. 3 Participating Districts
- _____ Pg. 8 Company Profile (Filled Out)-RETURN
- _____ Pg. 9 Procedures for Invoicing
- _____ Pg. 10 Instructions to Bidders
- _____ Pg. 12 Special Terms and Conditions
- _____ Pg. 16 Statement of Bidder's Qualifications (Notarized)-RETURN
- _____ Pg. 20 Bid Proposal Form (Filled Out & Signed)-RETURN
- _____ Pg. 22 Hold Harmless Agreement (Signed & Dated)-RETURN
- _____ Pg. 23 Non-Collusion Bid/Request Certification (Notarized)-RETURN
- _____ Pg. 25 Certification of Compliance with Iran Divestment Act (Notarized)-RETURN
- _____ Pg. 26 Insurance Requirements
- _____ Pg. 27 Insurance Certification (Notarized)-RETURN along with Insurance Certificate
- _____ Three (3) letters of Reference. RETURN
- _____ Certified Check in the amount of \$1000-RETURN
- _____ Supply current W9 Form RETURN
- _____ Supply brochures if want included

VALLEY STREAM UNION FREE SCHOOL DISTRICT 30

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Lawn-Care & BB Field Supplies**

INVITATION TO BID

2024-25

Nassau County School Facilities Association, Inc.
Purchasing Consortium

Lawn-Care & BB Field Supplies

May 1, 2024, 2:00 PM

VALLEY STREAM UFSD THIRTY
175 North Central Ave., Suite 200
Valley Stream, NY 11580

Office (516)434-3620

Assistant Superintendent for Business & Human

Resources: Ms. Marcela Moran

Director of Facilities & Operations: Mr. Michael DeLuca

Bidders are hereby notified that the inclusion of a school district as a listed participating school district. This bid does not obligate or require that the school district in any way to utilize this bid. All School Districts are free to use any bidding source available to them, to engage a particular service or purchase a product, all as deemed appropriate by that district.

The terms and conditions of the contract or contracts awarded under this cooperative bid shall be extended to and made available for procurement by other Nassau County school districts which are or become members of the Nassau County School Facilities Association, Inc. -Purchasing Consortium, during the term of the awarded contract(s), in accordance with General Municipal Law Article 5-G and section 103, subdivision 16.

BID DEPOSIT/SECURITY BOND REQUIREMENTS

All bid submissions must be accompanied by a bid deposit in the amount of \$1000.00. Deposit shall be in the form of a certified check made payable to the Valley Stream UFSD 30.

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PIGGYBACKING PROVISION

This bid is available for piggybacking by other Nassau County School Districts which have members in good standing in the Nassau County Chapter of the School Facilities Association, but are not listed in either the published Notice to Bidders and/or the bid documents. Those Nassau County School Districts, which have members in good standing in the Nassau County Chapter of the School Facilities Association, but are not listed in either the published Notice to Bidders and/or bid documents may participate only upon consent by both the Valley Stream UFSD 30 and the awarded vendor(s). School Districts interested in piggybacking on this bid must first contact the Valley Stream UFSD 30 Business Office before making arrangements with the awarded vendor(s) to be serviced and/or receive goods or services under the terms and conditions of this bid.

Please select one option:

_____ Agree to extend to other Nassau County School Districts which have members in good standing in the Nassau County Chapter of the School Facilities Association, but are not listed in either the published Notice to Bidders and/or the bid documents

_____ Do not agree to extend prices to other Nassau County School Districts which have members in good standing in the Nassau County Chapter of the School Facilities Association, but are not listed in either the published Notice to Bidders and/or the bid documents.

Signature (Authorized) _____

Date: _____

Title: _____

VALLEY STREAM UNION FREE SCHOOL DISTRICT 30

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2024-2025 PARTICIPATING SCHOOL DISTRICTS

DISTRICT	ADDRESS	PHONE (516)	FAX (516)
BALDWIN UFSD	960 Hastings Street Baldwin, NY 11510 Russell Randazzo RandazzoR@BaldwinSchools.org	434-6060	434-6802
BELLMORE UFSD	580 Winthrop Avenue Bellmore, NY 11710 Joseph Fiorino JFiorino@BellmoreSchools.org	679-2907	826-6214
BELLMORE- MERRICK CHSD	1260 Meadowbrook Road North Merrick, NY 11566 Jon Simpkins JSimpkins@Bellmore-Merrick.k12.ny.us	992-1032	992-1265
BETHPAGE UFSD	10 Cherry Avenue Bethpage, NY 11714 Peter Cavassa PCavassa@Bethpage.ws	644-4038	644-4073
CARLE PLACE UFSD	168 Cherry Lane Carle Place, NY 11514 Fred Mandracchia fmandracchia@cps.k12.ny.us	622-6424	
EAST MEADOW UFSD	718 The Plain Road Westbury, NY 11590 Anthony Velasquez JVelasquez@emufsd.us	478-5560	478-5780
EAST ROCKAWAY UFSD	443 Ocean Avenue East Rockaway, NY 11518 James Daly JDaly@EastRockawaySchools.org	887-8300, Ext. 545	887-8347
EAST WILLISTON UFSD	11 Bacon Road Old Westbury, NY 11568 Lance McAllister McAllisterL@EWSDmail.org	333-2559	333-1937
FLORAL PARK- BELLEROSE UFSD	One Poppy Place Floral Park, NY 11001 Robert Costa rcosta@FPBsd.org	434-2742	434-2739

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DISTRICT	ADDRESS	PHONE (516)	FAX (516)
FREEPORT UFSD	235 No. Ocean Avenue Freeport, NY 11520 Kevin Randazzo Krandazzo@FreeportSchools.org	867-5222	867-8962
GARDEN CITY UFSD	56 Cathedral Avenue Garden City, NY 11530 Robert Foley FoleyR@gcufsd.net	478-1080	294-7099
GLEN COVE CSD	154 Dosoris Lane Glen Cove, NY 11542 Viktor Tymchynyuk VTymchynyuk@GlenCove.k12.ny.us	801-7090	801-7099
GREAT NECK UFSD	345 Lakeville Road Great Neck, NY 11020 Alfredo G. Cavallaro ACavallaro@Greatneck.k12.ny.us	441-4044	441-4923
HEMPSTEAD UFSD	185 Peninsula Boulevard Hempstead, NY 11550 James Nothel Jnothel@HempsteadSchools.org	434-4121	
HERRICKS UFSD	999-B Herricks Road New Hyde Park, NY 11040 Marty Abrams MAbrams@Herricks.org	305-8905	248-3112
HEWLETT- WOODMERE UFSD	1 Johnson Place Woodmere, NY 11598 Kim Parahus KParahus@Hewlett-Woodmere.net	792-4805	374-8285
HICKSVILLE UFSD	200 Division Avenue Hicksville, NY 11801 David Bell DBell@HicksvillePublicSchools.org	733-2180	733-6584
ISLAND TREES UFSD	74 Farmedge Road Levittown, NY 11756 Kenneth McLean KMclean@Islandtrees.org	520-2109	520-4970

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DISTRICT	ADDRESS	PHONE (516)	FAX (516)
JERICHO UFSD	99 Cedar Swamp Road Jericho, NY 11753 Michael A. Hahn MHahn@JerichoSchools.org	203-3600, ext. 3233	203-3671
LEVITTOWN UFSD	850 Seaman Neck Road Seaford, NY 11783 Craig Cammarata CCamarata@LevittownSchools.com	434-7550	520-8347
LOCUST VALLEY CSD	22 Horse Hollow Road Locust Valley, NY 11560 Erik Nakutavicius Enakutavicius@LVcsd.k12.ny.us	277-5079	277-5098
LONG BEACH CSD	130 Maple Boulevard Long Beach, NY 11561 Don Kramer Dkramer@Lbeach.org	897-2120	897-2248
LYNBROOK UFSD	111 Atlantic Avenue Lynbrook, NY 11563 James Saitta James.Saitta@LynbrookSchools.org	887-0259	887-3728
MANHASSET UFSD	200 Memorial Place Manhasset, NY 11030 Frederick Bruder Frederick.Bruder@ManhassetSchools.org	267-7720	267-1618
MASSAPEQUA UFSD	4925 Merrick Road Massapequa, NY 11758 Timothy O'Donnell TOdonnell@MSD.k12.ny.us	308-5040	308-5049
MERRICK UFSD	21 Babylon Road Merrick, NY 11566 James O'Beirne Jobeirne@merrick.k12.ny.us	992-7256	992-7291
MINEOLA UFSD	121 Jackson Avenue Mineola, NY 11501 Jenny Carcana Jcarcana@Mineola.k12.ny.us	237-2070	

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DISTRICT	ADDRESS	PHONE (516)	FAX (516)
NEW HYDE PARK-GARDEN CITY UFSD	1950 Hillside New Hyde Park, NY 11040 F. Metzger fmetzger@NHP-GCP.org	434-2320	354-7906
NORTH BELLMORE UFSD	2616 Martin Avenue N. Bellmore, NY 11710 Richard Russo RRusso2@NorthBellmoreSchools.org	992-3000, ext 3003	785-7105
NORTH MERRICK UFSD	1057 Merrick Avenue North Merrick, NY 11566 Sam Carder SCarder@NMerrick.org	292-3095	292-7805
NORTH SHORE CSD	112 Franklin Avenue Sea Cliff, NY 11579 John Hall Hallj3@NorthShoreSchools.org	277-7835	277-7805
OCEANSIDE UFSD	145 Merle Avenue Oceanside, NY 11572 Mark Montemarano Mmontemarano@OceansideSchools.org	594-2333	594-2352
PLAINEDGE UFSD	241 Wyngate Drive N. Massapequa, NY 11758 Brett Prochazka Brett/Prochazka@PlainedgeSchools.org	992-7422	992-7478
PLAINVIEW-OLD BETHPAGE UFSD	117 Central Park Road Plainview, NY 11803 Andrew Ward Award@POBSchools.org	434-3110	349-4797
PORT WASHINGTON UFSD	90 Avenue C Port Washington, NY 11050 Brian Graham BGraham@Portnet.org	767-4945	767-4949
ROCKVILLE CENTRE UFSD	128 Shepherd Street Rockville Centre, NY 11570 John Scalisi JScalisi@RVS@rvcschools.org	255-8932	393-5229

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DISTRICT	ADDRESS	PHONE (516)	FAX (516)
ROOSEVELT UFSD	335 East Clinton Avenue Roosevelt, NY 11575 Warren Young WYoung@RUFSD.org	345-7023	
SEAFORD UFSD	1600 Washington Avenue Seaford, NY 11783 Russ Costa RCosta@Seaford.k12.ny.us	592-4040	592-4048
SYOSSET CSD	99 Pell Lane Syosset, NY 11791 Severino Fasulo Sfasulo@SyossetSchools.org	364-5788	364-5356
UNIONDALE UFSD	933 Goodrich Street Uniondale, NY 11553 John LaBare JLabare@uniondaleschools.org	560-8848	918-1014
VALLEY STREAM #13	585 No. Corona Avenue Valley Stream, NY 11580 Sean Reid Sreid@valleystream13.com	568-6100, ext. 6287	568-6115
VALLEY STREAM #24	75 Horton Avenue Valley Stream, NY 11581 Charlie Brocher Cbrocher@VS24.org	434-2881	
VALLEY STREAM #30	175 No. Central Avenue Valley Stream, NY 11580 Michael DeLuca Mdeluca@vs30.org	434-3620	285-8742
WANTAGH UFSD	3301 Beltagh Avenue Wantagh, NY 11793 Tom Fucci Fuccit@Wantaghschools.org	679-6313	679-6349
WEST HEMPSTEAD UFSD	252 Chestnut Street West Hempstead, NY 11552 Peter Mayo Pmayo@WHUFSD.com	390-3105	489-1776

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DISTRICT	ADDRESS	PHONE (516)	FAX (516)
WESTBURY UFSD	6 Hitchcock Lane Old Westbury, NY 11568 Pasquale Romeo Promeo@westburyschools.org	874-1838	876-5105

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COMPANY PROFILE

Name of Bidder: _____

Address of Bidder: _____
_____ Zip _____

Telephone Number: _____ Cell: _____

Contact Person: _____

Security Enclosed: \$_____

Bid Opening: May 1, 2024
2:00 PM

Location of Bid Opening: Valley Stream UFSD 30 Business Office
175 North Central Ave., Suite 200
Valley Stream, New York 11580
(516) 434-3620

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PROCEDURES FOR INVOICING

- All requests for payments must be on company letterhead and state **"INVOICE"**
- Original (mailed) or e-mail will be accepted.
- All invoices must include description of work, location of work, date of work and a signed receipt from a school district employee indicating acceptance.
- All invoices must detail labor costs including the number of hours and the cost per hour. This must be specific as to the class i.e. apprentice, helper, journeymen etc.
- All invoices must have attached the list of materials used and the appropriate +/-markup or markdown as per the awarded bid specifications (specifications detail which items must be included as some may be under a dollar amount and not required.)
- All invoices must include a **certified payroll**, when applicable, as per NYS DOL regulations. This payroll must match the dates that you have submitted for payment.

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, INSTRUCTIONS TO BIDDERS

1. The Board of Education of the Valley Stream UFSD Thirty invites the submission of sealed bids on the following:

Title

Cooperative Bid for Lawn-Care & BB Field Supplies

Bid Opening Time: 2:00 PM

Date: May 1, 2024

2. Specifications and all other bid documents may be obtained at the Business Office, 175 North Central Ave., Suite 100, Valley Stream, New York 11580 or on the District's Website www.valleystream30.com under "DISTRICT/BUSINESS OFFICE/BIDS".
3. All sealed proposals must be delivered to the Business Office prior to official Bid Opening, as stated above, at which time they will be opened and read aloud. The bidder assumes the risk of any delay in the mail. Bids received after the official Bid Opening will be returned unopened.
4. The Valley Stream UFSD 30 Board of Education reserves the right to accept or reject this bid proposal, either in part or in its entirety, for any reason as it deems necessary, without explanation for said acceptance or rejection.
5. The contract will be for the term of **July 1, 2024, to June 30, 2025**.
6. The purpose of this bid is to provide unit bid prices for the Supply of Lawn-Care products such as grass seed and organic fertilizers as well as Baseball field clay, drying agents, conditioners maintenance and grooming Products.
7. Each bidder must post a certified check with his bid in an amount of \$1000.00. Such certified check or bid bond shall be made payable to the Board of Education, Valley Stream UFSD 30, 175 North Central Ave., Valley Stream, New York 11580. The proceeds thereof shall become the property of the school district in the event of failure, neglect or refusal of the bidder to execute and deliver the contract.
8. Obligation of Bidder-At the time of the opening of bids, each bidder will be presumed to have read and be familiar with the Contract Documents including all addenda. The bidder is to bid on all areas of this bid, there will be no partial or split awards for this bid.
9. Failure or omission of any bidder to receive or examine any form, instrument or document, shall in no way relieve any bidder from any obligation in respect to this bid. These instructions are to be considered an integral part of all proposals.
10. The contractor shall submit, with their proposal, everything stated on the checklist. This will assist the school district in making the award to the lowest bidder with, in its opinion, the experience and ability to responsibly and satisfactorily perform and complete this type of work. Bids submitted without 1 or more of these statements, complete in all respects, will not be considered.
11. The bidder must provide 3 Letters of References within the last 2 years from previous clients verifying that their company has performed work on contracts of comparable size. Bidder shall be responsible for compliance with all applicable prevailing wage laws, rules or requirements and for the cost, if any, of such compliance.
12. No charge will be allowed for Federal, State or municipal sales and excise taxes since the members of the Cooperative are **EXEMPT** from such taxes. The price bid shall be net and shall not include the amount of any tax.

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13. The Cooperative shall award a contract to the bidder submitting the lowest bid for provision of the items requested herein, as is in the best interest of the Cooperative. Individual Boards of Education shall adopt the requisite resolutions.
14. All bidders shall insert their bid price in the appropriate place on the bid proposal sheet next to any items they wish to bid on. The price inserted must be **net and must not** include charges for delivery or freight charges. No additional sums shall be charged to the members of the Cooperative for delivery and/or freight.
15. If two (2) or more bidders submit identical bids as to price, the decision of the Cooperative to award a Contract to one (1) such bidder shall be final.
16. The successful bidder shall comply with 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 School District. Chapter 551 of the Laws of 1980 defined **TOXIC SUBSTANCE** as "any substance listed in the latest edition of the National Institute for Occupational and Health's REGISTRY OF TOXIC

EFFECTS OF CHEMICAL SUBSTANCES, or has yielded positive evidence of acute or chronic health hazards in human, animal or other biological testing." Such information is required to be on file with each employer. Article 28, Section 875 subdivision 4, required that "any manufacturer, importer, procedure, or formulator of any toxic substance shipped, transported or sold for any use within the state must provide upon request certain information." In order for us to have this information on file, bidders are required to submit one form OSHA-20, for each product included in the bid to which this law will apply.

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SPECIAL TERMS AND CONDITIONS

1. This contract shall commence on July 1, 2024 and remain in effect through June 30, 2025, unless earlier terminated as provided for herein. The prices contained in the successful bidder's bid shall prevail and remain firm and in effect for the entire term of the contract, unless lower prices are offered to other clients in similar circumstances. In the event that the successful bidder offers lower pricing to other clients in similar circumstances, the successful bidder shall provide the lower prices to the members of the Cooperative.
2. The total amount of generated business shall be in accordance with the needs of the individual members of the Cooperative. The Cooperative reserves the right to order only those items for which a genuine need exists and for which funds are available. The Cooperative and its individual members may purchase any amount of any item at any time during the term of this contract at the prices quoted herein. All members of the Cooperative shall be entitled to participate in the purchase contract provided their respective Boards of Education have adopted the appropriate resolutions.
3. Bidders shall have been engaged in the business of distributing and servicing the goods and performing services as described in the specifications. Bidders shall demonstrate the following:
 - (1) resources (i.e., sufficient financial support, equipment and organization) available internally to provide the requested products and services within mandated time frames; and
 - (2) an established satisfactory record of performance for a period of five (5) years or more. In addition, all bidders shall comply with and complete the Qualifications of Bidder's and Statement of Bidder's Qualifications. All bidders are required to provide this information and the completed Statement of Bidder's Qualifications with their bid proposals. Bids that fail to include this information may be rejected.
4. The successful bidder shall not assign any part of this contract to a sub-contractor without the prior written approval of the Cooperative.
5. Bidders' offices must be staffed by competent company representatives who can be contacted and are authorized to handle any and all matters pertaining to the contract resulting from this bid solicitation.
6. **CONTRACT AWARD:** THE BID SHALL BE AWARDED BASED ON THE LOWEST COST OF EACH ITEM LISTED HEREIN. The Cooperative reserves the right to make an award on an item by item, group of items, or total award basis whichever is in the best interest of the Cooperative.
7. **The Cooperative further reserves the right to award a separate purchase contract for each item specified. Multiple bidders may be awarded a contract pursuant to this bid in the interest of the Cooperative.** After the contract award has been finalized, a schedule of award will be disseminated containing the contract award information and any other pertinent information. The successful bidder understands and agrees that participating districts shall be individually responsible for issuing purchase orders and shall bear full responsibility for any and all payments due the successful bidder under those purchase orders
8. It is the intent of the Cooperative to award this Contract to the lowest responsible bidder(s), who in meeting all specifications as outlined in the bid package, provide(s) the requested items at the lowest cost to the Cooperative. Awards will be made to the lowest responsible bidder(s) as will best promote the public interest taking into consideration the reliability of the bidder, the quality of the materials to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery. The Cooperative at its discretion may require a reduction in the requested amounts in accordance with contingency provisions.
9. The bid specifications and the successful bidder's bid response shall form the agreement between the successful bidder and the members of the Cooperative. Accordingly, the documents specified above shall constitute a binding contract. This contract shall be non-exclusive. Any proposed agreements submitted with bidders' proposals must

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meet and include the terms and conditions set forth in these bid specifications. All such agreements are subject to modification by counsel and approval by the Cooperative.

10. **LIQUIDATED DAMAGES:** In addition to the remedies set forth elsewhere in the contract documents:

- a. If the successful bidder fails to deliver the items requested and/or fails to perform the services specified in this contract and/or fails to meet the criteria of the specifications, the successful bidder shall, in place of actual damages, pay to the Cooperative liquidated damages of **\$125.00** each calendar day that the successful bidder fails to deliver and/or perform as required by the contract.
- b. If the Cooperative terminates this contract in whole or in part, for bidder's failure to deliver or perform as required by this contract, the successful bidder shall be liable for liquidated damages accruing until the member District reasonably obtains delivery or performance of similar supplies and materials or services.
- c. The successful bidder will not be charged with liquidated damages when there is a delay in delivery or performance that is beyond the control and without the fault or negligence of the successful bidder. The member of the Cooperative shall have the sole discretion to determine whether the delay in delivery or performance is excusable.

11. **TERMINATION**

- a. **For Convenience.** This contract may be terminated by the Cooperative for any reason upon not less than seven (7) days written notice to the successful bidder.
- b. **For cause.**
 - 1 The Cooperative, by written notice, may terminate this contract, in whole or in part, when it is in the Cooperative's interest. If this contract is terminated, the Cooperative and in turn, the individual members of the Cooperative shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
 - II. The Cooperative may, by written notice of default to the successful bidder, terminate this contract in whole or in part if the successful bidder fails to:
 1. Deliver the materials and/or perform the services specified in the contract and/or meet the criteria of the specifications;
 2. Make progress, so as to endanger performance of this contract; or
 3. Perform any of the other provisions of this contract.
 - III. The Cooperative's right to terminate this contract under subdivisions (b)(11)(2) and (b)(11)(3) of this clause, may be exercised if the successful bidder does not cure such failure within five (5) days after receipt of written notice from the Cooperative or an individual member of the Cooperative specifying the failure or if a cure of such failure cannot be accomplished within five (5) days after receipt of written notice from the Cooperative or an individual member of the Cooperative, the successful bidder fails to take affirmative steps to correct such failure within five (5) days of receipt of written notice from the Cooperative or its member(s).
 - IV. If the Cooperative terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Cooperative considers appropriate, materials or services

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similar to those terminated, and the successful bidder will be liable to the Cooperative for the costs of those supplies or services. However, to the extent applicable, the successful bidder shall continue the portion of work not terminated.

- V. The rights and remedies of the Cooperative or its members in this clause are in addition to any other rights and remedies provided by law, equity and/or under this contract.
1. Cancellation of a contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals.
 2. 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 Cooperative.

12. **INDEMNIFICATION:** The successful bidder shall indemnify and save the Cooperative and its members harmless from any and all claims, liabilities, losses and causes of action which may arise under successful bidder's contractual obligations as outlined in this Bid solicitation. The successful bidder shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits naming the Cooperative or any member of the Cooperative as a party when applicable, and shall pay all costs and judgments, which may issue thereon. The successful bidder agrees to protect, defend, indemnify and hold harmless the Cooperative, its members, their officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or on behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, omissions, work or other activity done by the successful bidder, its employees, subcontractors or any independent contractor working under the direction of either the successful bidder or any approved subcontractor in the performance of this contract.

13. **INSURANCE:** The successful bidder shall be required to procure and maintain insurance coverage adequate to protect itself and the members of the Cooperative from and against any claims for which the successful bidder shall be liable.

14. **BID SECURITY:** All Responses shall be accompanied by bid security in the form of a Certified Check or **Cashier's Check in the amount of \$1000**. The bid security shall be made payable to Valley Stream UFSD 30 and its return shall be conditioned upon the successful bidder entering into a contract with the Cooperative within ten (10) calendar days following written Notice of Award. Any Response which is not accompanied by bid security shall be considered non-responsive and ineligible for award. In the event the successful bidder fails or refuses to enter into contract with the Cooperative within the time stated, the bid security submitted with the bid will be forfeited as liquidated damages because of such failure or default. The bid security will be returned after the opening of bids to all except the three lowest bidders and the remaining guarantees shall be returned to these bidders after the contract with the successful bidder has been fully executed.

15. **GUARANTEES:** The successful bidder guarantees:

- a. Its products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit; and
- b. That 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 materials. The successful bidder shall make any such replacement immediately upon receiving notice from the District.

16. **PROPRIETARY INFORMATION:** All information included in any bid proposal becomes public information including any and all information that is proprietary in nature that has not been specifically identified as proprietary.

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The Cooperative shall be held harmless from any claims arising from the release of proprietary information.

17. **BROCHURES:** Bids shall include adequate brochures, latest printed specifications and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on any item-by-item basis where applicable. Web site information may be included for the specific product being offered.
18. **BIDDING SUPPLIES:** Where articles or items of supplies or materials are designated as manufactured by a specific manufacturer, or where catalog numbers are used, it is understood that the article, as specified, represents an accepted standard. It is not the intention of the Cooperative to limit competition thereby. If the item bid on is not the product specified, but a substitute, or and "or equal", the item shall be clearly described in the space provided, as the brand, packing, etc. with the catalog number of the vendor bidding. Additionally, bidder shall submit, with the bid, a picture and the manufacturer's specifications. Otherwise, the bid will be construed as submitted on the identical item as specified.
19. **SUBSTITUTIONS OR EQUIVALENTS:** The bidders must supply SOS sheets for the kind, type, brand, and manufacturer of material that meets or exceeds the specifications on Bid Proposal Form. Such documentation shall include, but not be limited to, all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, significant and other like information necessary for a complete evaluation. Additionally, the bidder shall provide a demonstration of any material for the Cooperative's evaluation. All such material shall be provided to the Cooperative at the bidder's sole expense. This information shall be submitted as part of the bid.
20. **DELIVERY:** No items are to be shipped or delivered until receipt of an official purchase order from the Cooperative and/or individual members of the Cooperative. The successful bidder shall be responsible for delivery of items in good condition at point of destination. They shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. Members of the Cooperative will note for the benefit of the successful bidder when packages are not received in good condition. The successful bidder shall bear the risk of loss and/or damage to materials and/or supplies purchased pursuant to this bid during transit to the member Districts

VALLEY STREAM UNION FREE SCHOOL DISTRICT 30

2024-25

Cooperative Bid for: Lawn-Care & BB Field Supplies

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder _____
2. Type of business entity (Corp., LLC, etc.). _____
3. If the Bidder is a corporation, state the date and place of the incorporation.
4. For how many years has the Bidder done business under its present name.
5. List the persons who are directors, officers, owners, managerial employees or partners in the Bidder's business.
6. Have any of the persons listed in No. 5 owned/operated/been shareholders of any other companies? If so, please state their names and whether they owned/operated/been shareholders and the names of those companies.
☐ **YES** ☐ **NO**
7. If the answer to No. 6 is affirmative, list said persons and the names of their previous affiliations.
8. Has any director, officer, owner or managerial employee ever had professional license suspended or revoked? If yes, list their names, professional license held, which said license was revoked or suspended and the date of the revocation of suspension.
☐ **YES** ☐ **NO**
9. During the three-year period preceding the submission of this bid, has the Bidder been found guilty of any OSHA violations? If the answer is yes, describe the nature of the OSHA violation and provide an-explanation of remediation or other steps taken regarding such violation{s).
☐ **YES** ☐ **NO**

VALLEY STREAM UNION FREE SCHOOL DISTRICT 30

2024-25

Cooperative Bid for: Lawn-Care & BB Field Supplies

10. During the five-year period preceding the submission of this bid, has the Bidder been charged with any claims pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and for violations of an employee's civil rights or equal employment opportunities? If yes, list the persons making such claim against Bidder, a description of the claim, the status of the claim, and disposition (if any) has been made regarding such claim.

☐ **YES** ☐ **NO**

11. During the five-year period preceding the submission of this bid, has the Bidder been named as a party in any lawsuit in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged? If yes, list all such lawsuits, the index number associated with said suit and the status of the lawsuit at the time of the submission of this bid.

☐ **YES** ☐ **NO**

12. During the five-year period preceding the Bidder's submission of this bid, has the Bidder been the subject of proceedings involving allegations that it violated the Workers' Compensation Law including but not limited to the failure to provide proof of Worker's Compensation or Disability Coverage and/or any lapses thereof? If yes, what is the status of the claimed violation at the time of the submission of this bid.

☐ **YES** ☐ **NO**

13. Has the Bidder, its officers, directors, owner and/or managerial convicted of a crime or been the subject of a criminal indictment during the five years preceding the submission of this bid? If the answer is yes, list the name of the individual convicted or indicted; the charge against the individual and the date of disposition of the charge.

☐ **YES** ☐ **NO**

14. During the five-year period preceding the Bidder's submission of this bid has the Bidder been charged with and/or found guilty of any violations of federal, state or municipal environmental and/or health laws, code, rules or regulations? If yes, list the nature of the charge against the Bidder, the date of the charge, and the status of the charge at the time of submission of this bid.

☐ **YES** ☐ **NO**

15. Has the Bidder bid on any project for the period September 1, 2017 to present? If yes, list the projects bid on, whether said bid was awarded to the Bidder and the expected date of commencement for this work for said project. For those projects listed, if the Bidder was not awarded the contract, state whether the Bidder was the lowest monetary Bidder.

☐ **YES** ☐ **NO**

VALLEY STREAM UNION FREE SCHOOL DISTRICT 30

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Cooperative Bid for: Lawn-Care & BB Field Supplies

16. Does the Bidder have any projects ongoing at the time of the submission of this bid? If yes, list the projects on which the Bidder is currently working, the percentage complete and the expected date of completion of said project.

☐ **YES** ☐ **NO**

17. Has the Bidder ever been terminated from a project by the owner? If the answer is yes, list the projects on which the Bidder was terminated, the nature of the termination (convenience, suspension for cause) and the date of said termination.

☐ **YES** ☐ **NO**

VALLEY STREAM UNION FREE SCHOOL DISTRICT 30

2024-25
Cooperative Bid for:
Lawn-Care & BB Field Supplies

Subscribed and sworn before me

This _____ day of _____ 2024

Notary Public _____ Signature (Authorized) _____

County of _____ Title _____ ---," _____

VALLEY STREAM UNION FREE SCHOOL DISTRICT 30

2024-25

**Cooperative Bid for:
Lawn-Care & BB Field Supplies**

BID PROPOSAL FORM **FERTILIZERS - SUPPLIES ONLY**

Description or Equivalent	Unit Size	Bag Bid	Pallet Amount	Pallet Bid
<u>Equivalent, 18-0-5:</u> 18% Urea Nitrogen, 5% Soluble Potash, 18% Calcium, 10,000 Sq ft. per bag		\$		\$
Brand:	Lb.		Bags	
<u>Limestone or Equivalent</u> 5x power of regular lime 10,000 sq. ft. per bag		\$		\$
Brand:	Lb.		Bags	
<u>Corn Gluten or Equivalent</u> 100 Natural 9-0-0 per bag		\$		\$
Brand:	Lb.		Bags	
<u>Starter Fertilizer or Equivalent</u> 15-20-12 (15% SCU 2% FE)		\$		\$
Brand:	Lb.		Bags	
<u>Fertilizer or Equivalent</u> 21-0-03 (20% SCU 1% FE) Covers 10,500 Sq ft. per bag		\$		\$
Brand:	Lb.		Bags	
<u>Lime or Equivalent</u> Pelletized Lime		\$		\$
Brand:	Lb.		Bags	

GRASS SEEDS - SUPPLIES ONLY

Description or Equivalent	Unit Size	Bag Bid	Pallet Amount	Pallet Bid
<u>Perennial Centennial R1:e or Equivalent</u> 35% Defender, 35% Majesty, 30% Inspire		\$		\$
Brand:	Lb.		Bags	
<u>Sun/Shade Mix or Equivalent</u> 45% Inspire, 30% Creeping Fescue, 25% Merit Kentucky Bluegrass		\$		\$
Brand:	Lb.		Bags	
<u>Sport Mix or Equivalent</u> 30% Uno Ryegrass, 30% Transformer, 30% Defender, 10% Avalanche				\$
Brand:	Lb.		Bags	
<u>Athletic Sport Mix or Equivalent</u> 25% Michelangelo Tall Fescue, 25% Leonardo Tall Fescue, 20% Rockwell Tall Fescue, 10% Bordeaux Kentucky Bluegrass, 10% Pathfinder Creeping Red Fescue, 10% Charismatic Perennial Ryegrass.				\$
Brand:	Lb.		Bags	

VALLEY STREAM UNION FREE SCHOOL DISTRICT 30

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**Cooperative Bid for:
Lawn-Care & BB Field Supplies**

SPECIALTY SUPPLIES

Description or Equivalent	Unit Size	Bag Bid	Pallet Amount	Pallet Bid
Infield Drying Agent or Equivalent Contains Ground Montmorillonite Clay	Lb.	\$	Bags	\$
Brand:				
Infield Conditioner or Equivalent	Lb.	\$	Bags	\$
Contains Ground Montmorillonite Clay Deep Red Clay				
Brand:	Lb.		Bags	\$
Mound <u>Clay</u> or <u>Equivalent</u>				
Gumbo Packing Clay	Lb.		Bags	\$
Brand:				
Field Marking Lime or Equivalent	Lb.		Bags.	\$
Brand:				
Mound & Home Plate Clay Bricks or Equivalent	Brick	\$	# of Bricks.	\$
Brand:				

Person, Firm or Corporation

Authorized Signature & Title

Print Name & Title

Bidder: _____

Address: _____

Telephone: _____

VALLEY STREAM UNION FREE SCHOOL DISTRICT 30

2024-25

**Cooperative Bid for:
Lawn-Care & BB Field Supplies**

HOLD HARMLESS AGREEMENT

The _____ hereby agrees to defend, indemnify and hold harmless the Valley Stream UFSD 30 from and against any and all liability, loss, damage, claim or action, to the extent permissible by law, arising out of operations performed or services provided by the contractor's employees or agents, including but not limited to any negligent or intentional act or omission of or by Contractor and/or its employees or agents. This indemnity shall survive the termination of this agreement and shall not apply to any injury, damage, or loss caused solely by the negligence of the District.

Name: _____

Representative: _____

Date: _____

VALLEY STREAM UNION FREE SCHOOL DISTRICT 30

2024-25

Cooperative Bid for: Lawn-Care & BB Field Supplies

NON-COLLUSION BID/REQUEST CERTIFICATION

Firm Name _____

Business Address _____

Telephone No. _____ Date of Bid _____

Purpose of Bid _____

1 General Bid Certification

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

2 Non-Collusive Bidding Certification

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

Statement of non-collusion in bids and proposals to political subdivision of the state. 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;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly, to any other bidder or to any competitor; and
- 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons 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.

3 Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of 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.

VALLEY STREAM UNION FREE SCHOOL DISTRICT 30

2024-25

**Cooperative Bid for:
Lawn-Care & BB Field Supplies**

Subscribed and sworn before me

This _____ day of _____, 2024

Notary Public _____

County of _____

Signature (Authorized) _____

Title, _____

VALLEY STREAM UNION FREE SCHOOL DISTRICT 30

2024-25

Cooperative Bid for: Lawn-Care & BB Field Supplies

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

In accordance with General Municipal Law §103-g, which generally prohibits the School District from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created by the Office of General Services (OGS) pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

_____ I. am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____ New York _____, 2024

SIGNATURE _____

PRINTED NAME _____

TITLE _____

Subscribed and sworn before me

This _____ day of _____, 2024

Notary Public _____ Signature (Authorized) _____

County of _____ Title _____

VALLEY STREAM UNION FREE SCHOOL DISTRICT 30

2024-25

Cooperative Bid for: Lawn-Care & BB Field Supplies

INSURANCE REQUIREMENTS

- 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 thirty (30) day 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 CG2010 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
 - III. The contractor agrees to indemnify the district for any applicable deductibles.
 - IV. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 general and products/completed operations aggregates.
The general aggregate shall apply on a per project basis.
 - **Automobile Liability.**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
 - **Owners Contractors Protective Insurance**
(Required for construction projects in excess of \$2,000,000.)
\$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, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
 - V. The insurance producer must indicate whether or not they *are* an agent for the companies providing the coverage.
 - VI. Contractor acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the district. The contractor is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
 - VII. The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also the district's insurer.
-

VALLEY STREAM UNION FREE SCHOOL DISTRICT 30

2024-25

Cooperative Bid for: Lawn-Care & BB Field Supplies

INSURANCE CERTIFICATION

Your insurance representative must have completed the form below in order to be considered for the award of this bid, 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 Valley Stream UFSD 30 may reject my bid and award to the next lowest bidder.

Firm Name: _____

Address: _____

Date: _____

Bidders Signature _____

VALLEY STREAM UNION FREE SCHOOL DISTRICT 30

**2024-25
Cooperative Bid for:
Lawn-Care & BB Field Supplies**

Subscribed and sworn before me

This _____ day of _____, 2024

Notary Public _____

County of _____

Signature (Authorized) _____

Title _____