

BOARD OF EDUCATION
DEPEW UNION FREE SCHOOL DISTRICT
COUNTY OF ERIE
STATE OF NEW YORK
LEGAL NOTICE
REQUEST FOR BID PROPOSALS

The Board of Education of the Depew Union Free School District hereby invites the submission of sealed bids for the purchase of PEP GRANT EQUIPMENT.

Sealed bids will be received and opened on JANUARY 3, 2017 at 10:00 AM (EST) in the Depew District Office at 5201 S. Transit Road. *Interested bidders may obtain specifications in the District's Office Monday through Friday between the hours of 8:00 a.m. to 3:00 p.m. or on-line at www.depewschools.org.

The Board of Education reserves the right to reject any or all bids. Any bid submitted will be binding for ninety (90) days subsequent to the date of bid opening. Sealed bids shall be mailed to:

Depew UFSD
5201 S. Transit Road
Depew, NY 14043
Attn: Jessica L. Neischel, District Clerk

***Please note the District Offices are closed December 23, 2016 through December 26, 2016 and December 30, 2016 through January 2, 2017**

PUBLISH DATE: 12/4/16

DEPEW UNION FREE SCHOOL DISTRICT
5201 S. TRANSIT ROAD
DEPEW, NY 14043
COUNTY OF ERIE
STATE OF NEW YORK

REQUEST FOR BID PROPOSALS

The Depew Union Free School District hereby invites the submission of sealed bids for:

PEP GRANT EQUIPMENT

Sealed bids will be publicly opened and read by the Purchasing Agent on Tuesday, January 3, 2017 at 10:00 A.M. (EST) at the Depew UFSD Business Office, 5201 S. Transit Road, Depew, New York 14043.

Please submit two (2) signed originals of the bid no later than Wednesday, December 28, 2016, at 3:00 P.M. (EST) to:

Depew UFSD
5201 S. Transit Rd
Depew NY 14043
Attn: Jessica L. Neischel, District Clerk

DEPEW UNION FREE SCHOOL DISTRICT

INSTRUCTIONS TO BIDDERS

1. Sealed proposals for the furnishing, delivery, and installation, where called for, of the services, materials, equipment, and/or supplies as required by the Board of Education of the Depew UFSD (hereinafter "District") and set forth in the following specifications will be opened on the day and hour as specified in the legal notice and/or the Request for Bid Proposal page.
2. All bids must be in sealed envelopes.
 - (a) Bid envelopes must be clearly marked "Bid". The date/time of the bid opening as indicated on the Notice to Bidders must also appear on envelope.
 - (b) Bids must not be attached to or enclosed in packages containing bid samples.
 - (c) Telephoned quotations or amendments will not be accepted at any time.
3. The Bidder shall insert the unit price of the item and the extensions against such items in the schedule listed on Attachment B. In the event of discrepancy, unit price will govern. Price inserted must be net. All applicable delivery charges and/or installation charges must also be listed. Prices and information required, except signature of Bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
4. Any changes in bid pricing or specifications will not be accepted after the bid opening. If any changes to a submitted bid are requested, then it is the Bidder's sole responsibility to request in writing to the District that the aforementioned bid be withdrawn and returned to said Bidder at Bidder's expense. This must be done within a reasonable time PRIOR to the bid opening so as to minimize any disruptions. As such, it shall also be the responsibility of the Bidder to resubmit a revised bid if so chosen. However, this revised bid must be received in a sealed envelope by the bid opening date as instructed in the Notice to Bidders document.
5. Prices are to remain in effect for ninety (90) business days following the date of bid opening. The District reserves the right to increase/decrease quantity.
6. No charge will be allowed for federal, state, or municipal sales and excise taxes, from which the District is exempt. The price of the bid shall be net and shall not include the amount of any such tax.
7. 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.
8. Items listed in the schedule must be as specified. If supplier cannot provide same, Bidder must indicate name of substitution in respective column (substitutions must be equal or superior to materials, equipment and/or supplies requested and the District reserves the right to make the determination of equality). **The District reserves the right to reject any and all substitutions.**
9. The District reserves the right to accept this bid by each item, or as a whole, by category, or in its discretion reject all bids and re-advertise in the manner provided by Section 103 of the General Municipal Law.

10. Before commencing work, the Bidder shall furnish Certificates of Insurance for the District from an A.M. Best rated "secured," New York State admitted insurer in form satisfactory to the owner, naming the District as an additional insured with separate ISO Endorsement CG 2026 or equivalent.

The following shall be noted under Description of Operations/Locations/Vehicles on the Certificate of Insurance. **The [person, firm, company or corporation's] coverage shall be primary and non-contributory coverage for the District, its Board and its employees.** The District shall also be notified, in writing, of any changes to or cancellation of any coverage within thirty (30) days of such change.

11. Bidder 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.

DEPEW UNION FREE SCHOOL DISTRICT

ACKNOWLEDGEMENT

By submission of this bid proposal, the Bidder further certifies that:

- a) No member of the Depew Union Free School District, nor any officer or employee or person whose salary is payable in whole or in part from the treasuries 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.
- b) No officer or employee of the Agency, New York State Department of Education or any other governmental agency shall hold or receive any share or interest in this contract or derive any personal benefit arising there from.
- c) Said Bidder has carefully examined the Instructions to Bidders, Schedules, Special Conditions, 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, services or labor which this bid is made.
- d) Bid awards are subject to the General Specifications to Bidders included herewith in this Bid.
- e) Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "*Iranian Energy Sector Divestment*".
- f) Unsigned bids or documents will be subject to rejection.

BID SUBMITTAL INFORMATION

1. Sign the Non-Collusive Bidding Certification statement (Attachment A).
2. Use the BID RESPONSE FORM (Attachment B) to submit your bid.
3. Bid Award Pricing: The awarded bid pricing shall be fixed and net delivered to include Shipping & Handling charges during the contract term. There will be no charges added to the invoices of any kind i.e. fuel surcharges, minimum orders, material price increases, etc.

DOCUMENTS TO BE INCLUDED IN YOUR BID SUBMITTAL

- General Specifications to Bidders
- Non-Collusive Bid Certification (Attachment A)
- Bid Response Form (Attachment B)
- Supporting Documentation (catalog, equipment specifications, etc.)

DEPEW UNION FREE SCHOOL DISTRICT

BID NAME:DEPEW PEP GRANT EQUIPMENT

GENERAL SPECIFICATIONS TO BIDDERS

PURPOSE: The District desires to contract with the Bidder to provide equipment, supplies and/or services in order to achieve the best competitive price.

The Bidder above mentioned declares and certifies:

- First: That said Bidder is of lawful age and the only one interested in this bid and that no other than said Bidder has any interest herein.
- Second That this bid is made without any previous understanding or agreement or connection with any other person, firm, corporation or company making a bid for the same purpose, and is in all respects fair and without collusion or fraud.
- Third That no member of the Board of Education of District, County of Erie, State of New York nor any office, employee or person whose salary is payable in whole or in part from the treasurer 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 to any portion of the profits thereof.
- Fourth That Bidder has carefully examined the instructions to Bidders, schedule 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 slated all services, labor, materials, supplies, apparatus, goods, wares, or merchandise 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.

Bidder Authorized Signature

Dated

Bidder E-Mail _____

Bidder Telephone

()
Area Code

Bidder Legal Name _____

Address/City/State/Zip _____

DEPEW UNION FREE SCHOOL DISTRICT

AWARDS

1. Awards will be made to the lowest responsible and responsive 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 or delivery.
2. The 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 school district will be served. Also reserved is the right to reject bids and to purchase items on State contract if such items can be obtained on the same terms, conditions, specifications, and at a lower price.
3. The District reserves the right to reject any and all bid proposals not deemed in the Public's best interest. The District also reserves the right to reject as informal such bid proposals, as in the District's opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bid proposals. By an unbalanced bid proposal, it is meant one in which the amount submitted for one or more separate items is substantially out of line with current market prices for the services, materials and/or work covered thereby.
4. If two or more Vendors submit identical bid proposals as to price, the decision of the Board to award a Contract to one of such identical Vendors shall be final (General Municipal Law, Section 103, Sub. 1.).
5. The District reserves the right to make awards within sixty (60) 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.
6. The District reserves the option to award bids on a line-by-line basis (individual items), or on defined sub-groups (or a combination of both), or on a grand total sum.
7. Vendors should ensure accuracy in figures **prior to** submission. If a Vendor discovers a mistake in an item in their bid proposal award and wants that item award rescinded after it has been awarded, The District reserves the right to rescind the entire award and the Vendor's participation in future District bids may be rescinded.

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INSTALLATION OF EQUIPMENT

(where applicable)

1. 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 and unobstructed condition.
2. Equipment, supplies, and materials shall be stored at the site at the successful Bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.
3. Equipment for trade-in shall be dismantled by the successful Bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful Bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is". Equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.

GUARANTEES BY THE SUCCESSFUL BIDDER

1. The successful Bidder guarantees:
 - (a) His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
 - (b) To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful Bidders.
 - (c) To maintain adequate insurance coverage to protect the District from loss in case of accident fire, theft, etc.
 - (d) That the equipment or furniture offered is standard, new, latest model of regular stock product or as required by the specifications, with parts regularly used for the type of equipment or furniture offered; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
 - (e) 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 District.

- (f) Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful Bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance or replacement). The Bidder shall make any such replacement immediately upon receiving notice from the District.

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DELIVERY

1. Delivery must be made as ordered and in accordance with the proposal and specification. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery (not to exceed 30 days for equipment or machinery).
 - (a) The decision of the District as to reasonable compliance with delivery terms shall be final.
 - (b) Burden of proof of delay in receipt of order shall rest with the successful Bidder.
2. The District will not schedule any deliveries for Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the District shall govern.
3. Items shall be securely and properly packed for shipment, storage, and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.
4. 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.
5. 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 District. The successful Bidder will be required to furnish proof of delivery in every instance.
6. Unloading and placing of the equipment and furniture is the responsibility of the successful Bidder, and the District accepts no responsibility for unloading and placing of equipment.
 - (a) 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 District, and suppliers should notify their truckers accordingly.
7. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:
 - (a) Contract Number and/or Purchase Order Number.

- (b) Name of Article
 - (c) Item Number
 - (d) Quantity
 - (e) Name of successful Bidder
8. Carton(s) 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.

DEPEW UNION FREE SCHOOL DISTRICT

ATTACHMENT A

NON-COLLUSIVE BID CERTIFICATION

BID NAME: DEPEW PEP GRANT EQUIPMENT

- I. General Bid Certification: The Bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.
- II. Non-Collusive Bidding Certification: By submission of this bid proposal, the Bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:
 - 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 of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes 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.

- (4) The person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well as to the person signing in its behalf.
- (b) A bid shall not be considered for award nor shall any award be made where (1), (2), (3) and (4) above have not been complied with; provided however, that if in any case the Bidder(s) cannot make the foregoing certification. The Bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore, where (a) (1), (2), (3), and (4) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph 1 (a).

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