

# WEST SENECA CENTRAL SCHOOL DISTRICT

## GENERAL CONDITIONS

(For the purchase of materials, supplies, and equipment)

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.
- "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, and the specifications.
- "Bid Offer"** - the form on which the bidder submits his bid.
- "Bidder"** - any individual company, or corporation submitting a bid.
- "Successful bidder"** - any bidder to whom an award is made by the school district.
- "Specification"** - description of materials, supplies, and/or equipment and the conditions for its purchase.

### BIDS

1. The date and time of bid opening will be given in the Notice to Bidders.
  - a. In the event of a school closing, due to inclement weather or building inaccessibility, on the date and time of a scheduled bid opening, the bid/bids in question will be opened on the next business day that the building is open at the appointed time. Bid envelopes will also be accepted up to that time.
2. All bids must be submitted on and in accordance with forms 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 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 the bid deposited on time at the place specified.
4. All information required by Notice to Bidders, 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 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.
  - a. Vendors currently debarred or suspended per the System for Award Management (SAM) will not be considered for award where Federal funding is involved. By submitting a bid for consideration the vendor is indicating to the school district that they are currently in good standing with State /Federal governments. Vendor must indicate if that is not the case, and the school district will determine if the source of funds will prohibit the vendor from receiving an award.
  - b. IRANIAN ENERGY SECTOR DIVESTMENT: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, under penalty of perjury, that to the best of its knowledge and belief each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State finance law. The vendor's signature on the bid form will be considered certification that the vendor is in compliance with all aspects of this regulation.
6. No alteration, erasure, or addition is to be made in the type-written or printed matter. Deviations from the specifications must be set forth in space provided in bid for this purpose.
7. Prices and information required, except signature of bidder, should be printed for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or type-written signatures are not acceptable.
8. Sales to school districts are not affected by any fair trade agreements (General Business Law, Ch. 39, Sec. 369-a, Sub. 3, L. 1941).
9. 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.
10. 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 specification of item proposed to be furnished. Otherwise, bid will be construed as submitted on the identical item as specified.
11. Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise specified.
12. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.
13. 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.
14. 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.
15. Bidder must insert the price per unit and the extensions against each item in the 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.

16. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
17. Under penalty of perjury the bidder certifies that:
  - a. The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and
  - b. The contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.
18. All bids must be sealed. They may be submitted either in plain, opaque envelopes, or in those furnished by the school district. All bids must be addressed to **WEST SENECA CENTRAL SCHOOL DISTRICT. Bid envelopes must be 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.
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 the contract, such agreement to be executed by the bidder within 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 attorney for 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 requirements 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 within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The school district will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at own 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 sample shall not entitle him to any relief from the conditions imposed in the proposal, specifications, etc.

#### **AWARD**

25. Awards will be made to the lowest responsible bidder or in accordance with best value criteria, 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.
  - a. Although this bid was issued, evaluated and awarded at the request of the school district, the school district reserves the right to allow all municipal, not-for-profit and political subdivisions authorized under the General Municipal Laws of the State of New York to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 thru 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the school district and the vendor. Any political subdivision utilizing this bid award is responsible for all payments between that political subdivision and the awarded vendor(s). All political subdivisions are required to generate their own purchase order (to the successful vendor) in accordance with the bid provisions.
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 contract 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 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.
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 bids on individual items or on total sums.

## **CONTRACT**

29. Each bid will be received with the understanding that the acceptance thereof in writing by the school district, approved by the Board of Education, 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 to furnish and deliver at the prices and in accordance with the conditions of the submitted bid. Contract shall bind the school district on its part to order from such successful bidder (except in the case of emergency) 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.
30. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in bid, will be considered sufficient notice of acceptance of contract.
31. If the successful bidder fails to deliver 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.
32. A contract may be canceled at the successful bidder's expense upon non-performance of contract.
33. If the successful bidder fails to deliver as ordered, the school district reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.
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 five (5) days of notification. Rejected items left longer than five (5) 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 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 contractor 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 work performed 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 material.
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 workers. The successful bidder shall keep in touch with the entire operation and install 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 own 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**

43. The successful bidder guarantees:
  - a. 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 bidder's workers are responsible, to the building or equipment, to bidder's 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 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. 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 (one year from the date of acceptance of the replacement). The successful bidder shall make any such replacement immediately upon receiving notice from the school district.

## **INDEMNIFICATION**

44. The Bidder hereby agrees to defend, indemnify and hold harmless the school district, its employees, agents and volunteers, from and against any and all liability, loss, damage, claim or action, to the extent permissible by law, resulting from negligent acts or omissions or arising out of work or services performed, by the bidder, the bidder's agents, workers or subcontractors in the delivery of goods and services.

## DELIVERY

45. 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). The decision of the school district as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the successful bidder. Failure to deliver because of delayed payments or for any other reason except that described in Paragraph 52 will be cause for open market purchase at the expense of the successful bidder.
46. The school 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 school district shall govern.
47. 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.
48. The successful bidder shall be responsible for delivery of items in good condition at point of destination. The bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition.
49. 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.
50. 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 the bidder. No help for unloading will be provided by the school district and suppliers should notify their truckers accordingly.
51. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered.

Contract Number and/or Purchase Order Number  
Name of Article  
Item Number  
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 goods.

## PAYMENTS

52. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.
53. Payment will be made only after correct presentation of original invoices.

54. 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 general conditions and specifications.

## SAVING CLAUSE

55. 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 the bidder is unable to prevent.

## OTHER STIPULATIONS

56. Equipment or supplies in the quantities as indicated shall be delivered F.O.B. destination during the normal working day to one or more locations within the West Seneca Central School District as indicated on the bid specification and/or purchase order.
57. Delivery date of all equipment or supplies shall be as soon as possible after Board of Education approval and receipt of a purchase order.
58. Unless otherwise specified when a vendor submits alternate specifications, catalog numbers, model and/or company-designated name will be considered **completely inadequate** in describing such alternate. Such alternate specifications **must** delineate in detail exactly how the alternate compares and/or differs from the Owner's specifications.
59. Materials that are indicated and priced as meeting specifications, and fail to do so, will be returned "collect" for full credit.
60. Bids will be completely unacceptable unless the vendor uses the bid form submitted by the Owner. (For example: Computer printouts by a company not using our form will not be considered.)
61. Bids must be firm for no less than 60 days from date of opening in order to have time for summarizing and formal approval.
62. Samples of some items may be requested as needed.
63. Please use **only** black ink or printed type to fill in prices.

Firm (Please Print) \_\_\_\_\_

Address \_\_\_\_\_

City, State Zip \_\_\_\_\_

Signature \_\_\_\_\_

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

# BID PROPOSAL CERTIFICATIONS

Bid No. \_\_\_\_\_ Date: \_\_\_\_\_

## 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:

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 his/her 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.

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

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.

## III. Non-Discrimination Certification

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder is an equal opportunity employer. This company, contractor or subcontractor shows no discrimination on the basis of race, color, gender, creed, religion, ethnic or national origin in the conduct of its business.

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**BID PROPOSAL CERTIFICATIONS continued from page 6-A**

**IV. Sexual Harassment Prevention Certification**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the labor law.

A bid will not be considered for award nor will any award be made to a bidder that has not complied with the certification rules. If the bidder cannot make the required certification, the bidder must state and explain in writing why the certification cannot be made.

Firm Name \_\_\_\_\_

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

City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

Signed (Authorized) \_\_\_\_\_

Name (Printed) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_