

NOTICE TO BIDDERS

The Board of Education of North Salem Central School District hereby invites the submission of a sealed bid on the following:

<u>Bid Number</u>	<u>Title</u>
24-25-05	Print Bid

Bid documents and specifications are available on the business page of our website at www.northsalemschools.org

Bids will be accepted by mail at the address listed below until **10:00 AM on Friday, May 24, 2024**

Bids must be plainly marked and the envelope containing the bid shall be endorsed on its face with the name of the person, firm or corporation making such proposal and the bid number and name for which such proposal is made. The Board will not be responsible for the premature opening of any bid not so marked.

The Board of Education reserves the right to reject any or all bids, when in its opinion such action would be in the best interest of the School District.

All bids must be on the form of proposal and must conform to the specifications.

Address: Barbara Briganti
Purchasing Agent
North Salem Central School District
230 June Road,
North Salem, New York 10560

Dated: May 16, 2024
By: Barbara Briganti
Purchasing Agent

BID PROPOSAL CERTIFICATIONS

Firm Name: _____

Business Address: _____

Telephone Number: _____ Date of Bid: _____

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 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;

(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 non 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 II a (2).

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 two of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature(authorized)_____

**NORTH SALEM CENTRAL SCHOOL DISTRICT
230 JUNE ROAD
NORTH SALEM, NY 10560**

Bid Number
24-25-05

Title
Print Bid

Notice to Bidders:

Please sign and return to North Salem CSD:

I certify that neither our company nor any of its principals have been proposed for debarment, debarred, or suspended by a Federal Agency.

Company Name: _____

Address: _____

Telephone: _____

Signature: _____

Date: _____

**NORTH SALEM CENTRAL SCHOOL DISTRICT
230 JUNE ROAD
NORTH SALEM, NY 10560**

**GENERAL CONDITIONS
(For the purchase of materials, supplies and equipment)**

All invitations to bid issued by the above named North Salem Central 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 NSCSD.

DEFINITIONS

"NSCSD"	Shall be the legal designation of the North Salem Central School District
"Board"	The Board of Education of NSCSD
"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 NSCSD
"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.
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 NSCSD. Whether sent by mail or by means of personal delivery, the bidder assumes the responsibility for having his bid deposited on time at the place specified.
4. All information required by Notice to Bidders, Specifications, and Bid Form, 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.
6. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth-in space provided in bid for this purpose.
7. 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.
8. Sales to NSCSD 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 and NSCSD are exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
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 NSCSD 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 he proposes to furnish. 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 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 his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
16. Prices shall be net, including transportation, handling 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 in plain opaque envelopes. All bids must be addressed to Purchasing Agent, North Salem Central School District, 230 June Road, North Salem, NY 10560. Bid envelopes must be clearly marked "Bid." Also, the number, 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. Telephoned quotations or amendments will not be accepted at any time.
19. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Purchasing Agent, 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 NSCSD in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.
20. If the supplies, materials, or equipment are to be delivered over an extended period of time, or if the specifications so state, then the successful bidder may be required to execute an agreement

in relation to the performance of his contract, such agreement to be executed by the bidder within 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 NSCSD. 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 specifications for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.
22. NSCSD reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are made. If the sample is not in accordance with the requirement of the specification, NSCSD 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 with 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. NSCSD will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and NSCSD shall have the right to dispose of them as its own property.

AWARD

24. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
25. NSCSD 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 NSCSD 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.

26. NSCSD 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.
27. 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

28. Each bid will be received with the understanding that the acceptance thereof in writing by Purchase Order or letter by NSCSD and approved by NSCSD, to furnish any or all the items described therein shall constitute a contract between the successful bidder and NSCSD. The contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. The contract shall bind NSCSD 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 20% over or under the award quantity, unless otherwise specified.
29. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.
30. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by NSCSD, or fails to make replacement of rejected articles, when so requested, immediately or as directed by NSCSD, NSCSD may purchase from other sources to take the place of the item rejected or not delivered. NSCSD 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 NSCSD 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.
31. After receipt of an order, the vendor agrees to notify the district for any out-of-stock items within three (3) days of receipt of order. The vendor may make no substitutions for out-of-stock items without the districts' advance approval. If the district is forced to purchase out-of-stock items from another vendor, and no substitution can be made, original vendor must pay the difference.
32. When a bid item appears on a company sales flyer at a lower price, the lower price will apply to all bid participants.
33. A contract may be canceled at the successful bidder's expense upon non-performance of contract.

34. If the successful bidder fails to deliver as ordered, NSCSD reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.
35. 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.
36. When materials, equipment, or supplies are rejected, they must be removed by the successful bidder from the premises of NSCSD within five (5) days of notification. Rejected items left longer than five (5) days will be regarded as abandoned, and NSCSD shall have the right to dispose of them as its own property.
37. No items are to be shipped or delivered until receipt of an official order from NSCSD.
38. 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 NSCSD.

GUARANTEES BY THE SUCCESSFUL BIDDER

44. The successful bidder guarantees:
 - a. His products against defects material or workmanship and to repair or replace any damages or marring occasional in transit.
 - b. To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
 - c. To carry adequate insurance to protect NSCSD 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 NSCSD.

- 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 replacement 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 NSCSD.

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 NSCSD 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 51 will be cause for open market purchase at the expense of the successful bidder.
46. NSCSD 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 NSCSD 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. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. NSCSD 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 NSCSD. The successful bidder may 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 NSCSD accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by NSCSD, 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 successful bidder
52. Payment 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.
53. Payment will be made only after correct presentation of invoices.
54. Payments of any claim shall not preclude NSCSD from making claim for adjustment of any item found not to have been in accordance with general condition and specifications.

TOXIC SUBSTANCE LAW

Successful vendors must submit one OSHA-20 form for each product awarded with 10 days from receipt of award.

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, requires 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.

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED

In order to be considered a responsible proposer, entities must certify that they are not on the list created and maintained by the State Office of General Services cataloging significant investment in the Iranian energy sector. Such statement may be submitted electronically pursuant to General Municipal Law §103(1).

Entities that cannot make this certification may only be awarded the proposal if:

1. The entity’s investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after that date; and the entity has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The district makes a determination, in writing, that the goods or services are necessary for the district to perform its functions and that, absent such an exemption, the district would be unable to obtain the goods or services for which the contract is offered.

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Subscribed and sworn to before me

this ____ day of _____, 2024

(Person, Firm, or corporation)

Notary Public

(Authorized Signature)

Commission Expires _____