

AMHERST CENTRAL SCHOOL DISTRICT  
OFFICE OF THE PURCHASING DEPARTMENT  
55 KINGS HIGHWAY  
AMHERST, NEW YORK 14226

INSTRUCTIONS TO BIDDERS  
AND  
GENERAL REQUIREMENTS OF THE CONTRACT

Sealed Bid Procedures

1. Sealed proposals for the furnishing and delivery, and installing where called for, of the services, materials, equipment and/or supplies as required by the Board of Education, and as set forth in the following specifications prepared under the direction of said Board of Education, will be opened in the Office of the Purchasing Department, on the day and hour stated in the NOTICE TO BIDDERS.
2. The person, firm or corporation making such proposal shall SUBMIT IT IN A SEALED ENVELOPE to the Purchasing agent, or his duly-designated representative at the place herein mentioned on or before the hour and day stated in the Notice to Bidders and THE ENVELOPE SHALL BE ENDORSED ON THE FACE THEREOF WITH THE NAME OF THE PERSON, FIRM OR CORPORATION MAKING SUCH PROPOSAL, THE DATE OF ITS PRESENTATION AND THE TITLE OF THE SERVICES, MATERIALS, EQUIPMENT AND/OR SUPPLIES FOR WHICH THE PROPOSAL IS MADE.
3. Any addenda sent to the contractors shall be as binding and take precedence over the original part of the specifications to which they refer. Interpretations and clarifications of all parts of the specifications may be had at the Office of the Purchasing Department on or before the date of the opening of the bids. After the opening of the bids, all interpretations and meanings of the specifications will be made by the Board of Education.
4. Each Bidder must include a Non-Collusive Bidding Certification with their proposal, bid, and/or quotation for the materials and/or installation listed.
5. The Board of Education reserves the right to accept this bid by item or as a whole or, at its discretion, reject all bids and re-advertise in the manner provided by Section 103 of the General Municipal Law, State of New York.
6. The purchaser reserves the right to award the contract on the basis of the grand total bid, or to make an award on any item on the basis of prices as listed by items, or to award a different number of the units.

Bid Price

7. The bidder shall insert the price per stated unit and the extension against each item in the schedules hereto annexed, which he proposes to furnish, deliver and install where called for. In the event of discrepancy between the unit price and the extension, the unit price will govern. The price inserted must be net and must include delivery charge. Computation must be made of the total amount of the

- bid for all items bid upon and the total shall be stated in the space provided at the end of the schedule.
8. The Contract shall furnish, deliver and install completely, unless otherwise noted, materials and/or equipment described in the specifications with all appurtenances, parts or accessories not specifically mentioned in the articles described but necessary to render the equipment complete and ready for operation. All of these parts and/or accessories shall be include in the bid price.
  9. All of the furnishings and/or equipment furnished and installed under this contract shall be guaranteed by the Contractor, in writing, for one (1) year after completion against any and all defects, which are the result of improper design, materials, construction or installation. Immediately upon notice by the owner (at any time during the guarantee period) the Contractor shall fully make good such defects by replacing same with new work, without cost to the owner.
  10. No charge will be allowed for federal, state or municipal sales and excise taxes, in that the Board of Education is exempt there from. The price bid shall be net and shall not include the amount of any such tax. Exemption certificate, if required, will be furnished on forms provided by the Bidder.
  11. No charge will be allowed for cases, boxes, carboys, bottles, etc., nor freight expenses, expressage, or cartage. No empty packages, cases, boxes, carboys, bottles, etc. will be returned to the successful Bidder and none will be paid for by the Board of Education. The Bidder at his own expense may remove such empty cases, boxes, etc.

#### Substitute Bid

12. Where items or articles of equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. Where reference is made to a particular make and catalogue number, the catalogue with a complete description of what is required may be examined at the Business Office, where such catalogues are available. If the Bidder proposes to furnish the article, which is specified, the Bidder is to fill in the amount on the line indicated. **IF THE BIDDER DESIRES TO BID A SUBSTITUTE FOR THE ARTICLE SPECIFIED AS AN EQUIVILANT TO WHAT IS SPECIFIED, THE ITEM SUBSTITUTED MUST BE CLEARLY IDENTIFIED AS A "SUBSTITUTE BID" AND THE SPECIFIED ITEMS SHALL BE CROSSED OFF. IF SUBSTITUTE PRODUCT(S) IS(ARE) BID, IT IS INCUMBENT UPON THE BIDDER TO SHOW AND BE PREPARED TO PROVIDE THAT THE ITEM(S) BID IS(ARE) EQUAL TO OR BETTER THAN THE SPECIFIED ITEM(S).**
13. Where substitute bids are quoted on items when stated in the specifications as "or equal as approved," it shall mean the approval by the Board of Education.

#### Insurance

14. In contracts and/or purchase orders involving delivery and installation of any material and equipment, the successful bidder shall take out and maintain until the accepted completion of the work, Workers' Compensation Insurance for all of the Bidder's employees, and in case any work is sublet, the successful Bidder shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees.
15. In contracts and/or purchase orders involving the installation of any materials and/or equipment, the successful Bidder shall take out and maintain until the accepted completion of work, Public Liability and Property Damage Insurance as shall protect him, any subcontractor performing work covered by these specifications and the Board of Education, from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from any operation in connection with these specifications, whether such operation be by itself, any subcontractor by anyone directly or indirectly employed by them. Comprehensive General Liability and Automobile Liability Insurance shall be in an amount not less than \$750,000 for injuries, including wrongful death, to any one person and subject to the same limit for each person in an amount not less than \$5,000,000 on account of one (1) accident. Property Damage Insurance shall be in an amount not less than \$500,000 for damages on account for all accidents. Certificates of Insurance on the foregoing may be required from the successful Bidder.

#### Experience

16. Where installation of any material and/or equipment is called for, the Bidder shall have had at least two (2) years experience in the type of installation specified and shall submit proof by reference to similar installation the Bidder has made.

#### Site Inspection

17. At the time of the opening of the bids, each Bidder will be presumed to have inspected the site and have examined and to be thoroughly familiar with the drawings, general requirements and specifications (including all addenda there to). The failure and/or omission of any Bidder to receive or examine any drawings, forms, instructions or documents, shall in no way relieve such Bidder from any obligation in respect to their bid.

#### Delivery of Goods and Installation

18. Delivery will be made to the receiving platform of the school indicated on the purchase order issued to the successful Bidder. Weight, count, measure, etc., will be determined at the points of delivery. The Contractor will be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets on the receiving platform as directed by the Receiving Clerk. No help for unloading will be provided by the Board of Education. Suppliers should notify their truckers accordingly. Deliveries shall be made between the hours of 8:00 AM and 3:30 PM. All materials and supplies must be securely packed in uniform containers, adequately marked as to contents, and delivered without damage or breakage in such units specified in schedules

19. Chemical products will not be accepted if the following information is not present with shipment: Material Data Safety Sheet and/or Product Data Sheet. A copy of the aforementioned sheets shall be sent to the Director of Facilities Management.

#### Wage Requirements

20. To The extent required by New York State Law, any person employed by the Contractor shall be paid at the rate not less than the prevailing wage established by the New York State Department of Labor for the appropriate trade(s) for the period of time involved.

#### Owner's Rights

21. The Board of Education reserves the right to reject any and all bids and to waive any informality in any bid.
22. These Instructions to Bidders and General Requirements of the Contract are to be considered an integral part of a proposal, bid or quotation.
23. Forty-five (45) days after the date of the bid opening, in the event that no awards have been made, all bids shall be null and void.

AMHERST CENTRAL SCHOOL DISTRICT

BID PROPOSAL CERTIFICATIONS

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

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

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Date of Bid \_\_\_\_\_

I GENERAL BID CERTIFICATION

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

II NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid proposal, the bidder certifies that (s)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.

The fact that a bidder has published price lists, rates or tariffs covering items being procured, (b) 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).

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 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

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

AMHERST CENTRAL SCHOOL DISTRICT

CONFLICT OF INTEREST CERTIFICATION

Name of Bidder \_\_\_\_\_

Company Name \_\_\_\_\_

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

\_\_\_\_\_

The bidder above mentioned declares and certifies:

1. That the said bidder is of lawful age and the only one interested in this bid, and that no one other than said bidder has any interest herein.
2. That this bid is made without any prior understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.
3. That no member of the Board of Education of the Amherst Central School District, Erie County, New York, nor any officer or employee of persons whose salary is payable as whole or in from treasury of said Board, 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.
4. That said bidder has carefully examined the Instruction to Bidders, schedules and specifications prepared under the direction of the Board, and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services of labor for which bid is made.

Signature of Bidder \_\_\_\_\_

SPECIFIC DELIVERY INFORMATION

1. All purchase orders will be delivered **F.O.B. Destination, No Shipping Charges, No Fuel Surcharges**, between the hours of 8:00 AM – 3:00 PM Monday through Friday unless other arrangements have been made with the school. Delivery locations in the District are as follows:

Amherst Central School District:

Amherst High School	4301 Main St.	Amherst, NY 14226
Amherst Middle School	55 Kings Hwy.	Amherst, NY 14226
Smallwood Drive Elem. School	300 Smallwood Dr.	Amherst, NY 14226
Windermere Blvd. Elem. School	291 Windermere Blvd.	Amherst, NY 14226

2. Specific delivery location(s) will be indicated on the purchase orders for this bid after award.
3. The Purchasing Department must be notified if materials cannot be delivered within 30 days of receipt of a purchase order. The District reserves the right to cancel any back orders over 30 days.

Signature\_\_\_\_\_

Title\_\_\_\_\_