

**MANHASSET UNION FREE SCHOOL DISTRICT
TOWNS OF NORTH HEMPSTEAD, NASSAU COUNTY
200 MEMORIAL PLACE
MANHASSET, NEW YORK 11030**

GENERAL INSTRUCTIONS FOR BIDDERS

Bidders and successful bidders will be bound to the conditions and requirements set forth in these general instructions, and such instructions 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 notice to bidders, the general and special instructions, and the specifications.
“Bid Proposal”	-	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.
“Contract”	-	a notice to the successful bidder by the issuance of a purchase order.

GENERAL BIDDING REQUIREMENTS

1. **DATE, TIME & PLACE:** The date, time and place of bid opening is given in the “Notice to Bidders” which is an integral part of all bidding instruction. All bids must be submitted on the forms provided and in accordance with instructions provided by the Board.
2. **LATE BIDS:** All bids received after the time stated in the Notice to Bidders may not be considered and will be returned unopened 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 his bid deposited on time at the place specified.
3. **CONTENT OF PROPOSAL:** All information required by the Notice to Bidders, the General and Special Instructions, and the Bid Proposal, must be given to constitute a bid. Failure to provide complete information is grounds for rejection of any bid.
4. **INFORMED BIDDER:** 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.
5. **COMPLETION OF BID FORMS:**
 - (a) 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 the bid form for this purpose.
 - (b) Prices and information required must be legible. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed or typewritten signatures are not acceptable.

6. **FAIR TRADE AGREEMENTS:** Sales to school districts are not affected by any fair trade agreements. (General Business Law, Sec. 369-a, Sub. 3).
7. **STATE & LOCAL TAXES:** 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.
8. **ALTERNATES OR EQUAL:** 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 "or 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.
9. **SEALED BIDS:** All bids must be sealed and submitted in plain, opaque envelopes. Bid envelopes must be clearly marked "**2021-2022 Athletic Supplies & Equipment Bid Proposal**" and supply the date and time of the bid opening as indicated on the Notice to Bidders as well as the name and address of the bidder. Telephoned quotations or amendments will not be accepted at any time.
10. **INTERPRETATION(S) OF SPECIFICATIONS:** 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 bid document.
11. **AWARD TO LOWEST BIDDER:** Award 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.
12. **REJECTION OF BIDS:** The school district reserves the right to reject all bids. Also reserved is the right to: 1) reject, for cause, any bid in whole or in part; 2) waive technical defects; 3) waive specific qualifications; technical irregularities, and/or omissions if, in the judgment of the Board of Education, the best interest of the district will be served. Also reserved is the right to reject bids and to purchase items on State or County contract if such items can be obtained on the same terms, conditions, specifications, and at a lower price.
13. **AWARDS WITHIN 60 DAYS:** 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.
14. **IDENTICAL BIDS:** If two or more bidders submit identical bids as to price, the decision of the Board to award a contract to one of such identical bidders shall be final.
15. **NOTICE OF ACCEPTANCE:** The placing in the mail of a notice of award or the issuance of a purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of his bid.

16. **FAILURE TO DELIVER:** 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. Should the new price be greater than the original bid price, the difference plus liquidated damages, if any, will be charged against the contractor. The school district reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. A contract may be canceled for non-performance.
17. **ASSIGNMENT OF CONTRACTS:** It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of the school district.
18. **GUARANTEES BY THE SUCCESSFUL BIDDER:** The successful bidder guarantees:
 - (a) His products against defective material or workmanship.
 - (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) For public works contracts, construction, or renovations work, the Contractor shall procure and maintain, at its own expense, a general liability insurance policy in the amount of \$1,000,000 for injury and death and property damage insurance with a limit of \$500,000 for each accident provided by insurance companies authorized to do business in the State of New York.
 - (d) 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. The successful bidder shall make any such replacement immediately upon receiving notice from the school district.
 - (e) Unless provided otherwise in the specifications, all products offered on this bid shall be guaranteed for a minimum of one year from date of delivery (or installation if required) against defective material or workmanship, and repair or replacement shall be made without delay. In cases where the usual guarantee period offered by the successful bidder and/or manufacturer on a particular item covers a longer period of time than one year, the longer guarantee period shall be applicable.
19. **PAYMENT OF CLAIMS:** Payment will be made only after correct presentation of claim forms and/or invoices as may be required
20. **DISTRICT CLAIMS FOR ADJUSTMENTS:** 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 the specifications.
21. **SAFETY OF PRODUCTS:** All products offered shall meet the standards set by the Consumer Products Safety Commission. Bidders shall submit, with their bid(s) all appropriate information pursuant to Chapter 551 of the Laws of 1980, Notice of Toxic Substances. Information to be supplied on form OSHA-20 or equivalent.

22. **FEDERAL, STATE, AND LOCAL REGULATIONS:** The successful bidder is to comply with all Federal, State and local regulations relating to labor, such as minimum hour wage, working conditions, insurance and safety factors in cases where installation of equipment is involved.
23. **QUALIFICATIONS OF BIDDER:** The successful bidder must be a responsible bidder qualified and equipped to perform the work required as indicated in these specifications, and who has the necessary financial backing and ability to complete the contract. The Board of Education may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the School District all such information and data for this purpose as the School District may request. The School District reserves the right to reject any bid if the evidence submitted by--or the investigation of--such bidder fails to satisfy the School District that such bidder is qualified to carry out the obligations of the contract and to complete the work contemplated therein.
24. **PROTEST(S) OF AWARD:** In the event that a bidder protests the award of any item, the bidder protesting the award will be responsible for all costs connected with the protest if the Board of Education determines that the protesting bidder is not successful in its protest. Costs may include but not be restricted to all hearing costs, legal fees, consultants' fees and laboratory testing fees.
25. **NON-COLLUSIVE BIDDING CERTIFICATION:** The Non-Collusive Certification must be signed and returned with the proposal. Bids returned without a signed certification will be rejected.
26. **BID BOND OR CERTIFIED CHECK:** A certified check or bid bond if requested in the detailed specifications must be made payable to the "Board of Education - Manhasset U.F.S.D." and accompany the bid; this sum to be a deposit against liquidations damage in the event of failure to perform the contract. The amount or percentage of the certified check/bid bond will be specified in the request. If not requested in the specifications, a certified check or bid bond may be requested after the bid opening, and if requested, must be submitted within (5) business days.
27. **PERFORMANCE BOND:** A performance bond may or may not be requested. Please refer to the instructions for the specific bid in question to find out whether or not a performance bond is required.

GENERAL REQUIREMENTS FOR SUPPLIES AND/OR EQUIPMENT

1. **NEW:** Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise specified.
2. **LUMP SUM OR INDIVIDUAL ITEM:** When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. 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 contracts on individual items or on total sums.

All prices quoted must be "per unit" as specified. 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.

3. **NET PRICES:** 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.
4. **SAMPLES:** Samples, when required, must be furnished free of charge and must be accompanied by descriptive memorandum 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 his 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.
5. **FAILURE TO DELIVER:** 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.
6. **REMOVAL OF REJECTED ITEMS:** 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.
7. **SAFETY:** All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

All products offered shall meet the standards set by the Consumer Products Safety Commission. Bidders shall submit, upon request, all appropriate information relating to Toxic Substances. Information to be supplied on U.S. Department of Labor, Occupational Safety and Health Administration, Material Safety Data Sheet or equivalent. Failure to provide Material Safety Data Sheet or equivalent data will serve as grounds for rejection of the bid.

8. **EQUIVALENTS:** Where in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named; it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the vendor may select one of the items. The catalog and/or samples of the specified items may be seen at the office of the Business Administrator. If the bidder proposes to offer substitute items as an equal to those named in the specifications, he shall so indicate on the Bid Proposal the kind, type, catalog number, brand or manufacturer of material that is offered as an equal and submit data sheets and/or catalog cuts and otherwise describe wherein it differs from the base specifications in similar detail as the description of the component parts of the specified items. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specification.

Samples of all substitute items MUST be delivered to the district within two (2) business days of a request initiated by the owner. Failure to provide samples of alternates will be grounds for rejection of that item.

9. **PROTESTS:** In the event that a bidder protests the award of any item, the bidder protesting the award will be responsible for all costs connected with the protest if the Board of Education determines that the protesting bidder is not successful in its protest. Costs may include but not be restricted to all hearing costs, legal fees, consultants' fees and laboratory testing fees.