



Christopher Platania
Assistant Superintendent
for Business and Operations

**SOMERS CENTRAL SCHOOL DISTRICT
P. O. BOX 620
LINCOLNDALE, New York 10540
(914) 277-2410**

NOTICE TO BIDDERS

The Board of Education of the Somers Central School District in Westchester County (in accordance with Section 103 of Article 5A of the General Municipal Law) hereby invites the submission of sealed bids for:

**LEASE PURCHASE OF INSTRUCTIONAL TECHNOLOGY EQUIPMENT
FOR THE PERIOD JULY 2025 THROUGH JUNE 2028**

Sealed bids will be received until **12:00 p.m. on Wednesday, March 26, 2025**, at the Business Office, 240 Route 202, Somers, NY 10589 or by mail to the Somers Central School District, Business Office, P. O. Box 620, Lincoln Dale, NY 10540.

Bid specifications and forms are available after Wednesday, March 5, 2025, between the hours of 10:00 a.m. and 2:00 p.m. at the Business Office, located 240 Route 202, Somers NY or via email to msteinitz@somersschools.org.

All bids must be in a sealed envelope with the name of the bid clearly marked **“Bid for Lease Purchase of Instructional Technology Equipment”** on the outside of the envelope. Any bids received after the bid opening will be returned to bidder unopened.

The Board of Education reserves the right to waive what it deems to be bidding or specification informalities relating to a specific bid; to waive what it deems to be technical defects, irregularities and omissions relating to a specific bid; to request additional information from any bidder; to reject any and all bids for any reason or no reason at all; to re-advertise and invite new bids; or to accept the whole or a part of a bid as the Board deems to be in the best interest of the District.

No bidder may withdraw his/her bid within forty-five (45) days after the actual date of the opening thereof.

For questions regarding this bid, please call 914-277-2410.

By: Christopher Platania, Purchasing Agent
Somers Central School District
March 5, 2025

SOMERS CENTRAL SCHOOL DISTRICT

LEASE PURCHASE OF INSTRUCTIONAL TECHNOLOGY EQUIPMENT BID INFORMATION

1. Overview

The Somers Central School District (hereafter referred to as the District) located in Westchester County, New York, is seeking bids from qualified financial institutional and leasing company bidders (hereafter referred to as the Lessor) for a lease purchase agreement (hereafter referred to as the Lease) with the District. The District is looking for a three (3) year lease purchase agreement with annual payments being made in school years 2025-2026, 2026-2027 and 2027-2028. The District has budgeted \$325,000 in its 2025-2026 budget towards this lease purchase agreement. The District anticipates that it will be able to purchase approximately \$950,000 worth of instructional computer technology equipment with this lease purchase. At the end of the lease period, the District will own all the equipment.

2. Master Lease Agreement

The Master Lease Agreement, for both parties to sign, shall define the purpose and objective of the financing and the rights and obligations of each party to the financing. The lease will specify the applicable interest rate, as well as any standard terms and conditions and shall not contain any terms that are contradictory to these specifications. The bid proposal interest rate must be held until the date of closing. The Master Lease Agreement is subject to the approval of the New York State Education Department and as such must comply with all the laws of the State of New York and the regulations of the New York State Education Department.

A copy of the proposed Master Lease Agreement stating the terms and conditions which will form the basis of an agreement to lease must accompany the bid.

The Master Lease Agreement shall include a non-appropriation clause that will allow the District to terminate the contract if funds for the financed equipment are not renewed in the school budget. Per Section 109-b of the General Municipal Law, this clause shall state the following: "This contract shall be deemed executory only to the extent of monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the political subdivision beyond the amount of such monies. The installment purchase contract is not a general obligation of Somers Central School District. Neither the full faith and credit nor the taxing power of Somers Central School District are pledged to the payment of any amount due or to become due under such installment purchase contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract."

Closing is subject to successful negotiation and approval of all documents constituting the Lease by counsel to the District. The District reserves the right to rescind an award due to the failure to reach agreement on the terms and conditions of all documents constituting the Lease.

The term of the Lease is for three (3) years: 2025-2026, 2026-2027, and 2027-2028.

SOMERS CENTRAL SCHOOL DISTRICT

LEASE PURCHASE OF INSTRUCTIONAL TECHNOLOGY EQUIPMENT BID INFORMATION

The Lessor shall be responsible for all financing fees, including, but not limited to, the Lessor's legal, issuance and closing costs. The District will not pay any sums to Lessor other than the annual payment required that consists solely of sums for principal and interest.

The Lease will be designated as "bank qualified" pursuant to Section 265(b) (3) of the Internal Revenue Code.

3. Lease Payments

The maximum amount of money the District can pay the successful bidder per year, for each year of the three (3) years is \$325,000, inclusive of principal and interest. The District will make one annual payment per year, with the first year's payment of principal only made at or around the closing date. For illustrative purposes, please assume a closing date of July 15, 2025. The Lease shall separately state the principal and interest component of the annual payments to be made. The total of these payments, which include both principal and interest components made by the District each year throughout the term of the Lease, shall result in substantially level annual debt service. Each payment shall be detailed in an amortization schedule prepared by the Lessor and provided to the District in its bid.

4. Escrow

The successful bidder shall be required to fund an interest-bearing escrow account, in the current estimated amount of \$950,000 upon execution of the Master Lease Agreement by both parties. The actual amount shall be determined by the buying power offered in the debt service schedule submitted by the bidder. The escrow account shall be funded by the bidder, on behalf of the District, for the purpose of paying the various vendors after proof of receipt of the instructional technology equipment has been verified by the District. If the escrow account is to be held by an Escrow Agent, then the Escrow Agent shall be identified in the bid and a copy of the proposed Escrow Agreement stating its terms and conditions must accompany the bid. Any earned interest in the account shall be either used by the District to purchase any additional technology equipment or returned to the District within thirty (30) days of the last vendor payment.

5. Reservation of Rights

The Board of Education reserves the right to waive what it deems to be bidding or specification informalities relating to a specific bid; to waive what it deems to be technical defects, irregularities and omissions relating to a specific bid; to request additional information from any bidder; to reject any and all bids for any reason or no reason at all; to re-advertise and invite new bids; or to accept the whole or a part of a bid as the Board deems to be in the best interest of the District.

Bid Submission Packet Follows

**Somers Central School District
P. O. Box 620
Lincolndale, New York 10540
914-277-2410**

**LEASE PURCHASE OF INSTRUCTIONAL TECHNOLOGY EQUIPMENT
BID INFORMATION**

CHECKLIST

All attachments must be completed and returned by **12:00 p.m. on Wednesday, March 26, 2025**, in a sealed envelope.

- ☐ Corporate Contact Information including Finance Interest Rate
- ☐ A Copy of the Proposed Master Lease Agreement
- ☐ Amortization Schedule – Including Principal and Interest
(payments in advance, not in arrears)
- ☐ Certificate of Non-collusion
- ☐ Iranian Divestiture Statement

If items are missing, the Bid will be disqualified.

**Somers Central School District
P. O. Box 620
Lincolndale, New York 10540
914-277-2410**

**LEASE PURCHASE OF INSTRUCTIONAL TECHNOLOGY EQUIPMENT
BIDDER'S INFORMATION**

Company Name: _____

Address: _____

Contact Person: _____

Title: _____

Telephone: _____ Fax: _____

Email: _____

Proposed Interest Rate: _____

Signature of Individual
or Company Officer: _____

Date: _____

BID PROPOSAL - STATEMENT OF NON-COLLUSION

- I. GENERAL BID CERTIFICATION -- The bidder certifies that he/she 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/she 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 hereafter made to a political subdivision of the state of any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or service 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 their 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 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/her 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 tariff 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 of subparagraph one (a).

III. 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

IRANIAN ENERGY SECTOR DIVESTMENT

Pursuant to State Finance Law §165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

General Municipal Law §103-g(4) states as follows:

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 good sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury:

The below signed bidder affirms the following as true under penalties of perjury:

“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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law.”

Corporate or Company Name

By: _____
Signature

Title

Sworn to before me this

_____ day of _____, 20____

Notary Public

Somers Central School District
P.O. Box 620
Lincolndale, NY 10540

GENERAL INFORMATION

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 to the district.
"Notices to bidders"	- A formal statement which, when issued by the school district, constitutes an invitation to bid on the terms described by the specifications.
"Board"	- The board of education of the school district.
"Bid"	- An offer to furnish financing in accordance with the invitation to bid, the general conditions, special instructions, and the specifications.
"Bid offer"	- The form on which the bidder submits his/her bid.
"Bidder"	- Any individual, company, or corporation submitting a bid.
"Contract"	- A notice to the successful bidder by the issuance of a purchase order; all documents relating to the transaction, including but not limited to, the bid offer of the successful bidder, notice to bidders, general information, general conditions, special instructions, specifications, notice of award, bid proposal certifications; a formal document signed by the successful bidder and the school district representative.
"Successful bidder":	- Any bidder to whom an award is made by the board of education.
"Lessor"	- Any bidder to whom an award is made by the board of education.

BIDS

1. The date, time, and place of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on bid offer forms and in accordance with instructions provided by the board.
3. No bids which are received by the school district after the time set forth in this bid shall be accepted by the school district except as provided in section 4 herein. Any and all bids received after the bid opening time and date stated in the Notice to Bidders shall be refused and 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 the responsibility for having his/her bid received on time at the place specified.

4. All information required by Notice to Bidders, General Conditions, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid. If the school district is closed for any reason, including but not limited to inclement weather, act of God or emergency situation, which closure prevents the opening of bids at the previously advertised date and time, such bid opening shall take place on the next workday that the school district is open for business at the originally advertised time for the bid opening. The new date and time of bid opening shall not otherwise be advertised. In such event, bids shall be accepted up until the new date and time of the bid opening. Each bidder shall be responsible for delivery and receipt of its bid by the school district as stated in this paragraph. The school district shall not be responsible for any failure by a bidder to properly submit a bid because of the closure of the school district.
5. The non-collusive bidding certification must be included with each bid as required by General Municipal Law, section 103-d.
6. No alteration, erasure or addition is to be made in the typewritten or printed matter.
7. Prices and information required on bid submissions should be typewritten, whenever possible, for legibility. Illegible or vague bids may be rejected. All signatures on bid submissions must be written. Facsimile, printed, or typewritten signatures are not acceptable.
8. The bid specifications, the successful bidder's bid response and the school district's purchase order shall form the agreement between the successful bidder and the school district. Accordingly, the documents specified above shall constitute a binding contract. This contract shall be non-exclusive.
9. If applicable, the awarded vendor must comply with all New York State Labor Laws including payment of prevailing wage rate.
10. Sales to school districts are not affected by any fair trade agreements. (General Business Law, sec. 369-a, sub. 3)
11. 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.
12. All bid submissions must be sealed. They must be submitted in plain, opaque envelopes. All bids must be addressed to Somers Central School District, Business Office, 240 Route 202, Somers, New York 10589. 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. Telephoned quotations or amendments and bids submitted in electronic format will not be accepted at any time.
13. 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.

AWARD

14. Awards will be made to the lowest responsible bidder, as will best promote the public interest.

15. 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, qualification, irregularities, and omissions if in its judgment the best interests of the school district will be served. The within bid shall be non-exclusive, and the school district reserves the right to obtain financing as part of this bid from any means legally available to it at the time. The letting of this bid and its subsequent award shall not preclude the school district from obtaining financing from other lenders from which it is legally permitted to make such procurements.
16. The school district reserves the right to make awards within forty-five (45) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his/her bid that acceptance of thereof must be made within a shorter specified time.
17. 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. (General Municipal Law, sec, 103, sub.1)

CONTRACT

18. Each bid will be received with the understanding that the acceptance thereof in writing or by resolution by the board 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 on his/her part to furnish and deliver at the prices and in accordance with the conditions of his/her bid.
19. Notification by mail or electronically of a Notice of Award to a successful bidder, to the contact information given in the bid, will be considered sufficient notice of acceptance of contract.
20. A contract may be canceled at the successful bidder's expense upon nonperformance of contract.
21. 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.
22. The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his/her right, title, or interest therein, or his/her power to execute such contract, to any other person, company or corporation, without the previous written consent of the school district.

NON-APPROPRIATION

23. This contract shall be deemed executory only to the extent of monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the school district beyond the amount of such monies. Neither the full faith and credit nor the taxing power of the school district is pledged to the payment of any amount due or to become due under the agreement. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of this contract.

PAYMENTS

24. Payment will be made only after correct presentation of claim forms or invoices as may be required.
25. 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 contract specifications.

SAVING CLAUSE

26. 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 he/she is unable to prevent.

NON-ASSIGNMENT

27. Notwithstanding anything to the contrary contained herein, the seller, contractor, vendor or any other person to whom any contract shall be let, granted or awarded as required by law, is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same or of its right to title or interest therein or its power to execute such contract to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.