

BOARD OF EDUCATION
SOMERS CENTRAL SCHOOL DISTRICT
240 ROUTE 202
SOMERS, NEW YORK 10589

SPECIFICATIONS AND BID FORM

UNIFORMS
BID NUMBER 2526-1 BG

JULY 1, 2025 - JUNE 30, 2026

MAY 2025

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 on:

UNIFORM PURCHASE BID NUMBER 2526-1 BG

CONTRACT YEAR JULY 1, 2025 – JUNE 30, 2026

Sealed bids will be received until 12:00PM on Tuesday, May 27, 2025, at the Business Office, 240 Route 202, Somers, New York 10589, or by mail to Somers Central School District, P.O. Box 620, Lincolndale, NY 10540, at which time and place all bids will be opened publicly.

Bid documents are available starting May 2, 2025, between the hours of 9:00AM and 3:00PM at the office of:

Director of Facilities
Somers Intermediate School-Business Office
240 Route 202
Somers, New York 10589
914-277-4884

The Board of Education reserves the right to waive any formalities in or to reject or to accept any or all bids.

Board of Education
SOMERS CENTRAL SCHOOL DISTRICT

Christopher Platania
Purchasing Agent

MAY 2025

SOMERS CENTRAL SCHOOL DISTRICT
P. O. Box 620

INFORMATION FOR BIDDERS

CONTRACT PERIOD

The Contract will be awarded for one (1) year, July 1, 2025 – June 30, 2026. The Contract may be extended for three (3), one-year renewable terms; July 1, 2026 – June 30, 2027, July 1, 2027 – June 30, 2028, July 1, 2028 – June 30, 2029.

The District, having received satisfactory service in the current school year, may extend the Contract as per the above. In the event either party determines not to extend the contract, it shall give notice to the other party no later than April 1 of the current school year.

The bidder agrees to extend the price for each renewable year based on the previous year's contract price plus the Consumer Price Index percentage used by the New York State Education Department for the use in calculation of the tax levy cap.

This document describes the conditions and specifications that must be met by any person or firm receiving a contract as a result of this bid. All bidders must be prepared to comply with all instructions, conditions, stipulations, specifications and regulations in this document and any and all addenda issued prior to the opening of bids.

All proposals issued by the Board of Education will bind bidders to conditions and requirements herein set forth, except as specifically qualified in specifications or proposals.

Any alleged oral agreement or arrangement by a bidder or contractor with the Board of Education or its agents will be disregarded by the Board of Education.

This document describes the conditions and specifications that must be met by any person or firm receiving a contract as a result of this bid. All bidders must be prepared to comply with all instructions, conditions, stipulations, specifications and regulations in this document and any and all addenda issued prior to the opening of bids.

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BIDDER/CONTRACTOR/VENDOR/SUPPLIER

Shall be any company, individual, corporation or other agency bidding on proposals issued by the Board of Education, desiring to enter into contract(s) with the Board of Education, or receiving an award granted by the Board of Education.

KNOWLEDGE OF CONTENTS AND CONDITIONS

Each bidder shall examine the specifications, and other contract documents, and shall be fully familiar with the information pertinent to the performance of the contract.

The submission of a bid by a contractor will be construed as indication that he is fully informed as to the extent and character of the work, labor and/or equipment required, and can perform the work and supply labor and equipment satisfactorily to the full intent of the specifications. His bid shall include the furnishing of all labor, materials and equipment as required. The specifications shall be carefully examined by each bidder, and should any questions arise with respect to said specifications or the interpretation of any statement contained therein, the bidder shall immediately request the Assistant Superintendent for Business to interpret or clarify such provisions. Such request shall be in writing prior to the bid opening, and the answer of the Assistant Superintendent for Business shall likewise be in writing. Said clarification will be issued as an addendum to all prospective bidders who have secured the bid specification document.

BID PROPOSAL

Shall be defined as an offer to furnish the materials and/or services as per the Bid specifications. Each bid shall be received with the understanding that acceptance by the Board of Education shall constitute a contract between Bidder and the Board of Education the terms of which shall be the contract documents.

Proposals, completely and properly executed on the forms provided, may be delivered personally or by mail, before or at the time specified on the Notice to Bidders for public opening and reading. Proposals must be enclosed in an opaque, sealed envelope, marked with the name of the bid and the date and time of bid opening on the outside of the envelope. The bidder assumes full responsibility for having his bid deposited with the specified office or individual. It is understood and agreed that all District employees will be absolved from responsibility for the premature opening of any bid not properly labeled on the outside of the envelope. The bidder assumes the risk for any delay in the mail or in the handling of the mail by employees of the Board of Education whether sent by mail or by means of personal delivery. No proposal will be accepted after the time set in the advertisement for the opening of said bid.

The bidder must complete the bid on the forms provided and, in no way, shall change the item numbering sequence in the specification. Bids not submitted on the forms provided may not be considered. Bids written in pencil shall not be accepted.

At its discretion, the Board of Education shall interpret or reject illegible or vague bids. Bidder agrees that the Board of Education's decision shall be final.

ALL SIGNATURES MUST BE WRITTEN IN INK. Stamped or typewritten signatures shall not be acceptable.

Bidders are required to sign and return the Non-Collusive Bid Certificate, included with the bid proposal, as per Section 103d General Municipal Law.

In consideration of the District's agreement to evaluate and consider the proposal, said proposal shall be considered a firm offer to perform in accordance with the terms thereof and may be accepted by the Somers Central School District for a period of forty-five (45) days from the bid opening. Technical and descriptive literature, as appropriate, must accompany bid proposals. Bids lacking complete information may be disregarded as being incomplete.

SUPPLIER'S FINANCIAL STATUS

Somers Central School District shall have the right to terminate this contract, or any part thereof for default without further cost or liability to the Somers Central School District in the event of the happening of any of the following:

- Filing of a voluntary petition in bankruptcy by Supplier
- Filing of any involuntary petition to have Supplier declared bankrupt, provided it is not vacated within 30 days from the date of filing
- The appointment of a Receiver or Trustee for the Supplier, provided such appointment is not vacated within thirty (30) days from the date of such appointment
- The execution by the Supplier of an assignment for the benefit of creditors

Within eight (8) days after the date of the bid opening and prior to signing the contract, the bidder who is being considered for award of contract may be required to submit a detailed financial statement showing assets, liabilities, and his net worth. Such statement shall be in the ordinary form as required by banks for persons applying for a loan and showing financial condition as of the end of the month preceding the time of opening of bid or later.

The name of the bank or other financial institution as reference to the financial responsibility of the bidder shall also be submitted within the same time constraints as above.

INDEMNIFICATION

The contractor shall indemnify and hold harmless the Board of Education, its agents, and employees from and against all claims, damages, losses and expenses, actions and proceedings including attorneys' fee from any claim for damages, loss or expense attributable to:

1. Bodily injury, sickness, disease, death, or property damage
2. Caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In the event that any action, suit or proceeding is brought against the Somers Central School District upon any liability arising out of the contract hereinbefore mentioned, the Somers Central School District shall give notice in writing thereof to the Contractor by certified mail, return receipt requested, addressed to the Contractor at the address herein given. Upon receipt of such notice, the Contractor at his or its own expense, shall defend against such claim, action or proceeding and take all such steps as may be necessary or proper to protect the interests of the District.

The successful contractor(s) shall repair or replace, to the satisfaction of the School District, any and all damage done to buildings, grounds and containers as a result of his negligence or as a result arising from an accident involving his employees and/or vehicle.

HOLD HARMLESS

The Contractor agrees to defend, indemnify and hold harmless the Somers Central School District from and against any and all liability, loss, damage, claim or action, to the extent permissible by law, arising out of operations performed or services provided by the contractor under the contract.

CONTRACT DOCUMENTS

It is mutually agreed that the Notice to Bidders, Information for Bidders, Non-Collusive Bidding Certification, Bid Proposal, References, Specifications and any and all related data as required shall be attached to and become a part of the contract.

AWARD

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

The Board of Education reserves the right before making an award to conduct investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth in the Bid Proposal and Specifications and are sufficient to insure the proper performance of the contract.

The Board of Education reserves the right to make awards within forty-five (45) days after the date of the bid opening, or as otherwise stated in the proposal, during which period bids shall not be withdrawn.

Notification of award will be made to successful bidders in a timely manner subsequent to approval of same by the Board of Education.

Contracts will remain in force for the contract period specified.

Awards will be made on a total bid basis, by category, or on an item basis, whichever is deemed in the best interest of the School District.

If two or more bidders submit identical bids as to price, the decision of the Board of Education to award the contract to one shall be final

Materials are to be as specified or equal. For proper analysis, the bidder must provide, in every instance, the brand name and manufacturer, the catalog number and the page number in the catalog of any substitution for the item listed on the bid list. The decision of the District as to whether an alternate or substitute is in fact "equal" shall be final. Failure to identify such substitution may result in the disqualification of the bid.

All unit prices to be entered as "net unit pricing".

Prices must be quoted per the particular unit of measure specified for each item. If a price is submitted per a different unit of measure, it will not be considered.

Each bidder is required to submit sample or literature for any substitute item.

The Somers Central School District reserves the right to purchase any items listed through New York State contracts.

SUBSTANCE ABUSE POLICY

In compliance with the Board of Education approved Drug-Free Workplace, all contractors shall be aware of the following:

"The conspiracy to possess, the possession, use, transmittal, manufacture, purchase or sale of illegal drugs, controlled substances, drug paraphernalia, designer drugs, alcoholic beverages or the use of tobacco products in any place or vehicle under school jurisdiction is prohibited. This includes any and all school-sponsored activities, regardless of location, including local and foreign field trips, competitions, dances, dinners, or proms. Individuals covered by this prohibition include all students, employees, vendors, contractors, subcontractors and visitors on school property and attending school-sponsored functions and in any District or privately-owned vehicle on School District property."

TOXIC SUBSTANCES

In compliance with the New York State Health and Safety Act, as well as any and all Federal, State and Local laws, and/or regulations, the Somers Central School District hereby states its intention not to knowingly purchase or use any product, material or service which may be considered to be, in whole or in part, toxic or hazardous. All materials to be incorporated in the work shall be asbestos-free in their manufacture.

DISCRIMINATION IN EMPLOYMENT

In accordance with Section 220-E of the Labor Law of State of New York, it is agreed that:

In the hiring of employees for the performance of this contract of any sub-contractor hereunder, no contractor, sub-contractor, nor any person acting on behalf of such contractor or sub-contractor shall for reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

No contractor, sub-contractor, or any person on his behalf shall, in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, creed, disability, sex or national origin.

CONTRACT RESPONSIBILITY

The contractor will be responsible for any damages to District property when such property is the responsibility of, or is in the custody of the Contractor, his employees or subcontractors.

The contractor may not assign this contract or subcontract to another party for performance of the terms and conditions herein without the written consent of the District.

Contractor agrees that all subcontractors performing work under this contract shall comply with its provisions. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the contractor.

ASSIGNMENT OF CONTRACT

This contract is not assignable without the written consent of the District. Said request for assignment must be made no less than thirty days prior to anticipated date of assignment.

CONTRACT COMPLIANCE MONITORING

The District shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the District all records and accounts relating to the work performed or the services, materials or supplies provided in this Contract.

Contractor is not authorized to officially begin work or make delivery until a contract, signed by the proper parties, is executed and/or a duly authorized purchase order has been issued. The District accepts no liability of any kind for products or services furnished and/or delivered without proper authorization.

PAYMENT

The contractor shall submit an original invoice for payment on a monthly basis, or as otherwise deemed necessary by the Board of Education.

At the discretion of the School District, no payment will be made until receipt of 85% of any given order. Back orders not filled within 30 days of notification to the individual school may be cancelled by the District. If cancelled, the successful bidder will be required to pay the difference between the cost of purchasing on the open market and the price bid for back orders not supplied.

SCHOOL DISTRICTS ARE EXEMPT FROM ALL FEDERAL AND STATE SALES TAX

The Somers Central School District shall have the right to reduce and set off against amounts payable hereunder any indebtedness or other claim which the Somers Central School District may have against the contractor, however and whenever arising.

DAMAGES

Any failure on the part of the contractor to perform his contract will be deemed a breach of the condition for faithful performance. Failure of Contractor to provide full and timely service, in line with all specifications, will result in action instituted by the District to recover costs and damages resulting from the Contractor's failure to perform.

The Board of Education or its designee, reserves the right to review all reasons for non-compliance and to determine validity of such reasons. The determination of the Board of Education or its designee, as it sees fit, and in the best interest of the District shall be final. In such circumstances, the Board has the right to secure such services as may be necessary and charge the cost of same to the account of the original contractor.

REFERENCES

All bidders shall have satisfactorily completed all phases of this, or a similar program for at least three (3) locations. They shall state on the Reference Form addresses, phone numbers, contract amount, responsible person and dates as required.

TERMINATION

Non-performance or non-compliance by the successful bidder with the terms and specifications of the contract shall be a basis for termination of the contract by the District. Termination of the contract by the District may be made upon thirty (30) days written notice to the Contractor. The District shall not pay for any material that is unsatisfactory or non-conforming to the contract. The Contractor may be given a reasonable opportunity before termination, to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance and/or compliance.

RIGHTS RESERVED

The Board of Education reserves the right:

- To reject any or all proposals, in whole or in part;
- To make awards item by item, by category, by parts or in bulk;
- To waive minor defects and;
- To cancel the award at any time the foregoing conditions are not complied with, or for any good and sufficient reason if deemed in the best interest of the school District to do so.

The District reserves the right to eliminate any portions of this bid in order to operate within its established budget.

UNIFORM SPECIFICATIONS

The successful bidder must be able to provide the following:

- For initial order, individuals to be measured at their work site.
- Provide various colors at no extra charge.
- Uniform shirts and pants are 65% polyester/35% cotton.
- Uniform button-down shirts are to be available in both long and short sleeves.

- Uniform pants should be available in both regular and jean cut.
- T-shirts are 50% polyester/50% cotton. All T-shirts will have 2 lines of screening to include employees name and Somers Central School District. 5 individuals will have a 3rd line to include their title. This is to be included in the price.
- T-shirts are without pockets.
- Light duty jackets are water resistant, and fleece lined. Colors are navy and should be equal to WearGuard Classic Coach's Jacket. Jackets to be embroidered with employee's name and Somers Central School District. This cost to be included in price.
- Heavy weight winter jackets are water resistant and should be equal to WearGuard 4-Layer Parka. Jackets to be embroidered with employee's name and Somers Central School District. This cost to be included in price. **Sample to be provided before order is made.**
- All shirts, pants and jackets shall be made to fit the nearest stock size from the information supplied by the company representative.
- All uniform shirts are to be embroidered with employee's name and Somers Central School District. 5 individuals must have a 3rd line of embroidery with their title. This is to be included in the price.
- SAMPLES TO BE SUPPLIED UPON REQUEST
- **All invoices must be detailed with the employee's name, listing the exact items, sizes and quantity they are receiving.**

Please note: If interested in bidding for an additional 3 years, please fill in bid prices on attached pages that are noted as 2026-2027, 2027-2028 and 2028-2029.

UNIFORMS 2025 - 2026

COMPANY NAME: _____

DATE: _____

CONTACT PERSON: _____

PHONE: _____

SIGNATURE: _____

BID PRICES SHOULD BE BASED ON THE UNIFORM SPECIFICATIONS OUTLINED IN BID PACKAGE. AS NOTED IN THE SPECIFICATIONS, EMBROIDERY TO BE INCLUDED IN PRICE.

ESTIMATED TOTAL NUMBER TO BE OUTFITTED IS 30

DESCRIPTION	COLOR	UNITS (APPROX)	PRICE PER UNIT SM-XL	PRICE PER UNIT XX-XXX	TOTAL PRICE
T-Shirts (50/50) MEN	Navy	46			
T-Shirts (50/50) WOMEN	Navy	15			
T-Shirts (50/50) MEN	Grey	15			
Pants (65/35) MEN	Grey	15			
Ladies Pants (65/35)	Grey	4			
Pants (65/35) MEN	Navy	10			
Shirts-Short Sleeve	Lt. Grey	10			
Shirts-Long Sleeve	Lt. Grey	10			
Shirts-Long Sleeve Maintenance	2 Tone Blue Stripe	6			
Shirts-Long Sleeve Head Custodian	Blue & Grey Stripe	6			
Shirts-Short Sleeve Head Custodian	Same As Above	6			
Light Duty Jacket	Navy	5			
Heavy Weight Hooded Winter Parka	Navy	5			

GRAND TOTAL:

Please write the dollar amount in words

Please write the dollar amount in figures

UNIFORMS 2026 - 2027

PLEASE CHECK HERE IF NOT BIDDING FOR 2026-2027 _____

COMPANY NAME: _____

DATE: _____

CONTACT PERSON: _____

PHONE: _____

SIGNATURE: _____

BID PRICES SHOULD BE BASED ON THE UNIFORM SPECIFICATIONS OUTLINED IN BID PACKAGE. AS NOTED IN THE SPECIFICATIONS, EMBROIDERY TO BE INCLUDED IN PRICE.

ESTIMATED TOTAL NUMBER TO BE OUTFITTED IS 30

DESCRIPTION	COLOR	UNITS (APPROX)	PRICE PER UNIT SM-XL	PRICE PER UNIT XX-XXX	TOTAL PRICE
T-Shirts (50/50) MEN	Navy	46			
T-Shirts (50/50) WOMEN	Navy	15			
T-Shirts (50/50) MEN	Grey	15			
Pants (65/35) MEN	Grey	15			
Ladies Pants (65/35)	Grey	4			
Pants (65/35) MEN	Navy	10			
Shirts-Short Sleeve	Lt. Grey	10			
Shirts-Long Sleeve	Lt. Grey	10			
Shirts-Long Sleeve Maintenance	2 Tone Blue Stripe	6			
Shirts-Long Sleeve Head Custodian	Blue & Grey Stripe	6			
Shirts-Short Sleeve Head Custodian	Same As Above	6			
Light Duty Jacket	Navy	5			
Heavy Weight Hooded Winter Parka	Navy	5			

GRAND TOTAL: _____

Please write the dollar amount in words

Please write the dollar amount in figures

UNIFORMS 2027-2028

PLEASE CHECK HERE IF NOT BIDDING FOR 2027-2028 _____

COMPANY NAME: _____

DATE: _____

CONTACT PERSON: _____

PHONE: _____

SIGNATURE: _____

BID PRICES SHOULD BE BASED ON THE UNIFORM SPECIFICATIONS OUTLINED IN BID PACKAGE. AS NOTED IN THE SPECIFICATIONS, EMBROIDERY TO BE INCLUDED IN PRICE.

ESTIMATED TOTAL NUMBER TO BE OUTFITTED IS 30

DESCRIPTION	COLOR	UNITS (APPROX)	PRICE PER UNIT SM-XL	PRICE PER UNIT XX-XXX	TOTAL PRICE
T-Shirts (50/50) MEN	Navy	46			
T-Shirts (50/50) WOMEN	Navy	15			
T-Shirts (50/50) MEN	Grey	15			
Pants (65/35) MEN	Grey	15			
Ladies Pants (65/35)	Grey	4			
Pants (65/35) MEN	Navy	10			
Shirts-Short Sleeve	Lt. Grey	10			
Shirts-Long Sleeve	Lt. Grey	10			
Shirts-Long Sleeve Maintenance	2 Tone Blue Stripe	6			
Shirts-Long Sleeve Head Custodian	Blue & Grey Stripe	6			
Shirts-Short Sleeve Head Custodian	Same As Above	6			
Light Duty Jacket	Navy	5			
Heavy Weight Hooded Winter Parka	Navy	5			

GRAND TOTAL: _____

Please write the dollar amount in words

Please write the dollar amount in figures

UNIFORMS 2028-2029

PLEASE CHECK HERE IF NOT BIDDING FOR 2028-2029 _____

COMPANY NAME: _____

DATE: _____

CONTACT PERSON: _____

PHONE: _____

SIGNATURE: _____

BID PRICES SHOULD BE BASED ON THE UNIFORM SPECIFICATIONS OUTLINED IN BID PACKAGE. AS NOTED IN THE SPECIFICATIONS, EMBROIDERY TO BE INCLUDED IN PRICE.

ESTIMATED TOTAL NUMBER TO BE OUTFITTED IS 30

DESCRIPTION	COLOR	UNITS (APPROX)	PRICE PER UNIT SM-XL	PRICE PER UNIT XX-XXX	TOTAL PRICE
T-Shirts (50/50) MEN	Navy	46			
T-Shirts (50/50) WOMEN	Navy	15			
T-Shirts (50/50) MEN	Grey	15			
Pants (65/35) MEN	Grey	15			
Ladies Pants (65/35)	Grey	4			
Pants (65/35) MEN	Navy	10			
Shirts-Short Sleeve	Lt. Grey	10			
Shirts-Long Sleeve	Lt. Grey	10			
Shirts-Long Sleeve Maintenance	2 Tone Blue Stripe	6			
Shirts-Long Sleeve Head Custodian	Blue & Grey Stripe	6			
Shirts-Short Sleeve Head Custodian	Same As Above	6			
Light Duty Jacket	Navy	5			
Heavy Weight Hooded Winter Parka	Navy	5			

GRAND TOTAL: _____
Please write the dollar amount in words

Please write the dollar amount in figures

BID PROPOSAL CERTIFICATION

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ 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 their knowledge and belief:

(1) The prices in this bid have been arrived 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 therefor. 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 of 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: _____

Sworn to before me this

_____ day of _____, 20__

Notary Public

NON-COLLUSION BID/REQUEST FOR PROPOSAL CERTIFICATION

By submission of this bid or proposal, each firm and each person signing on behalf of any firm 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 his knowledge and belief:

1. The prices in this proposal 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 firm or with any competitor, or potential competitor.
2. (Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the firm prior to opening, directly or indirectly, to any other firm or to any competitor or potential competitor, and
3. (No attempt has been made or will be made by the firm to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

We, the undersigned, propose to furnish all materials and or services called for, in full accordance with the specifications and instructions in the attached bid or proposal, and agree to all conditions therein.

Corporate or Company Name

By:

Signature

Title

Sworn to before me this

_____ day of _____, 20____

Notary Public

My Commission expires:

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
PO BOX 620
LINCOLNDALE, NEW YORK 10589

UNIFORM BID
REFERENCE PAGE

COMPANY NAME:

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ FAX: _____

SIGNATURE: _____

REFERENCE #1
COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____

REFERNCE #2
COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____

REFERENCE #3
COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____

Somers Central School District
PO Box 620
Lincolndale, NY 10540

GENERAL INFORMATION
(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 to the district.
"Notices to bidders"	- A formal statement which, when issued by the school district, constitutes an invitation to bid on the materials, supplies and equipment described by the specifications.
"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, special instructions, and the specifications.
"Bid offer"	-the form on which the bidder submits his bid.
"Bidder"	-any individual, company, or corporation submitting a bid.
"Contract"	-a notice to the successful bidder by the issuance of a purchase order or otherwise, also 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; also a formal document signed by the successful bidder and the school district representative.
"Successful bidder:	-any bidder to whom a contract award is made by the board of education.
"Contractor"	-any bidder to whom a contract award is made by the board of education.
"Specifications"	-description of materials, supplies, and/or equipment and the conditions for its purchase.

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. 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
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.

5. The non-collusive bidding certification must be included with each bid as required by General Municipal Law, section 103-d.

6. 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.

7. 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.

8. Prices and information required 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.

9. Sales to school districts are not affected by any fair trade agreements. (General Business Law, sec. 369-a, sub. 3)

10. 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.

11. 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 specifications of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.

12. Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise specified.

13. All regularly manufactured stock electrical items must bear the label of the Underwriter's Laboratories, Inc or other nationally recognized testing lab recognized by OSHA.

14. 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.

15. 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.

16. 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.

17. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination 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.

18. All bids must be sealed. They must be submitted in envelopes furnished by the school district, if any. Otherwise, plain, opaque envelopes may be used. 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. Telegraphed bids may be considered at the discretion of the school district. Telephoned quotations or amendments and

bids submitted in electronic format 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 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, labor and material bond 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 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 as directed for bid to be considered. 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 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.

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 a bidder to examine sample shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

AWARD

25. 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.

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; qualification; 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 or county contracts 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 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 bid that acceptance of 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 contracts on individual items or on total sums, whichever is in the best interest of the school district.

29. 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

30. 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 to deliver within ten (10) percent over or under the award quantity, unless otherwise specified.

31. 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.

32. If the successful bidder fails to deliver as ordered, or within the time specified, or within a 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.

33. A contract may be canceled at the successful bidder's expense upon nonperformance.

34. When materials, equipment, or supplies are rejected, they must be removed by the successful bidder from the premises of the school district within ten (10) days of notification. Rejected items left longer than ten (10) days will be regarded as abandoned and the school district shall have the right to dispose of them as its own property.

35. No items are to be shipped or delivered until receipt of an official purchase order from the school district.

36. 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.

INSTALLATION OF EQUIPMENT

37. The successful bidder shall clean up and remove all debris and rubbish resulting from his work 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.

38. 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.

39. 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 workman. The successful bidder shall keep in touch with the entire operation and install his work promptly.

40. 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.

41. Equipment for trade-in shall be dismantled by the successful bidder and removed at his 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

42. The successful bidder guarantees:

(a) His 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 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 the school district for loss in case of accident, fire, theft, etc.

(d) That all deliveries will be equal to the accepted bid samples.

(e) That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; 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 as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the school district.

DELIVERY

43. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the school district as to reasonable compliance with delivery terms shall be final.

44. The school district will not accept any deliveries on Saturdays, Sundays, or legal holidays without prior notice, except commodities required for daily consumption or where the delivery is for an emergency.

45. Items shall be securely and properly packed for shipment, storage, and stocking in shipping accepted commercial practice, without extra charge for packing cases, bailing, or sacks.

46. 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. The school district will note for the benefit of successful bidder when packages are not received in good condition.

47. 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.

48. 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 him. No help for

unloading will be provided by the school district, and suppliers should notify their truckers accordingly.

49. 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 (if applicable)

Quantity

Name of the successful bidder

Carton should 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.

PAYMENTS

Note: A non-collusive bidding certification must be submitted with each bid. The enclosed form "Bid Proposal Certifications" meets this requirement.

50. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.

51. Payment will be made only after correct presentation of claim forms or invoices as may be required.

52. 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

53. 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 reason beyond the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

MATERIALS SAFETY DATA SHEET REQUIRED

to comply with N.Y.S. "Right to Know Law"... must accompany invoice.

CHECKLIST FOR BIDDERS

HAVE YOU ...

- ✓ FILLED IN AND SIGNED BID FORMS?
- ✓ SIGNED AND NOTARIZED THE FOLLOWING?
BID PROPOSAL CERTIFICATION
IRANIAN ENERGY SECTOR DIVESTMENT
- ✓ 2022 FINANCIAL REPORT
- ✓ FILLED OUT REFERENCE FORM?
- ✓ KEPT A COPY OF YOUR BID?
- ✓ OUTSIDE OF ENVELOPE PROPERLY LABELED?
“UNIFORMS BID #2324-4”