## NOTICE OF INVITATION FOR BIDS

The Board of Education for the Stockbridge Valley Central School District, Munnsville, New York, in accordance with Section 103 of Article 5-A of the General Municipal Law and Article 119-0 of the General Municipal Law, will receive Bids for:

## SOUND BAFFLES IFB # 25-10-006

for the Stockbridge Valley Central School District. Bids will be received until 1:00 PM on the 28th day of October 2025, at which time and place they will be opened and publicly read aloud. Bids will be accepted at the Business Office, Stockbridge Valley Central School District, 6011 Williams Road, Munnsville, N.Y. 13409.

The Stockbridge Valley Central School District reserves the right to reject any or all Bids in whole or in part, and to waive any irregularities or informalities. Any Bid submitted will be binding for 45 days subsequent to the date of the Bid opening. Bid forms and specifications are available at the Business Office, Stockbridge Valley Central School District, 6011 Williams Road, Munnsville, N.Y. 13409, from 9:00 AM until 3:30 PM, Monday through Friday.

Stockbridge Valley Central School District 6011 Williams Road Munnsville, N.Y. 13409 Contact: Beth S. Lamb

> Business Administrator Phone: (315) 495-4446

email: blamb@stockbridgevalley.org

Date: September 30, 2025

Bidder's Name: _			
Address: _			
City, State, Zip: _			
Phone:	FAX:	e-mail:	
Contact Person: _			

Pamela J. Dymes, District Clerk

#### BIDDER CERTIFICATIONS

Bidder's Name	
Business Address	
Telephone Number	Date of Bid

## General Bid Certification

The BIDDER certifies that he will furnish, the prices herein quoted, the materials, equipment and/or services as outlined on this IFB.

## II. Non-collusive Bidder Certification

By submission of this bid, the Bidder certifies that he is Complying with Section 103-d of the General Municipal law as follows:

Statement of non-collusion in bids to political subdivision of the state. Every bid 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 bid certification.

- a. By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and believe:
  - The prices in the bid have been arrived at independently without collusion, consultation, communication or agreement, relating to such prices with any other BIDDER or with any competitor;
  - Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor;
  - No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

- b. A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons 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.
  - 1. 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 proposed, does not constitute, without more, a disclosure within the meaning subparagraph one (a).
  - 2. Any bid thereafter 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 statue, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the and section, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deems to include the signing and submission of the bid and inclusion therein of thee certificate as to non-collusion as the act and deed of the corporation.

Signature		
Authorized)		
itle -		

## **NON-BIDDERS RESPONSE**

BID NAME:							
BID NUMBER:							
choose not to submit	ley Central School District is interested in the reasons why prospective BIDDERs bids. If you are NOT submitting a bid, please indicate the reason(s) by checking off ems below and return this form to us.						
1. 2. 3. 4. 5. 6. 7. 8. 9.	Unable to submit bid at this time, but would like to receive future IFBs. Items or materials are not manufactured by us or not available to our company. Materials or items we have to offer do not fully meet all the requirements of standards specified.  Multiplicity of delivery or service points.  Delivery quantities are too small.  We cannot meet the time of delivery of item or materials specified.  Insufficient time allowed for preparation and submission of proposal.  Specifications not clearly understood or applicable (too vague, too rigid, etc.)  Other reasons:						
10.	You may remove our name from the Proposer list for:  This commodity group  This item or material  All IFBs						
Company:							
Address:							
Authorized Signature	:						
Date:							

## STOCKBRIDGE VALLEY CENTRAL SCHOOL DISTRICT 6011 Williams Road Munnsville, New York 13409

TELEPHONE: (315) 495-4445 Business Office (315) 495-1901 FAX

## **GENERAL CONDITIONS**

(For the purchase of Sound Baffles)

All Invitations for Bids 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 Contract awarded by the School District.

It is the Bidders' responsibility to read the following General Conditions, and the attached Detailed Instructions, Specifications and Bid which outline the bidding rules of the Stockbridge Valley Central School District.

## **DEFINITIONS**

"School District" The legal designation of the district.

"Invitation for Bids (IFB)"A formal statement which, when issued by the School District, constitutes a

Solicitation for Bids on the equipment described by the Specifications.

"Board" The Board of Education of the School District.

"Bid" An offer to furnish equipment in accordance with the Information for Bids, the

General Conditions, Detailed Instructions, Specifications, and Bid.

"Offer" The form on which the Bidder submits a Bid.

"Bidder" Any individual, company, partnership, or corporation submitting a Bid.

"Contract" A notice to the Successful Bidder by the issuance of a Purchase Order; also all

documents relating to the transaction, including but not limited to: the Offer of the Successful Bidder, Notice of Invitation for Bids, General Information, General Conditions, Detailed Instructions, Specifications, Notice Of Award, Bid; also 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 School District.

"Contractor" Any Bidder to whom a Contract is made by the Board of Education.

"Specification" Description of equipment and the conditions for its purchase.

#### **BIDS**

- 1. The date, time, and place of Bid opening will be given in the Invitation for Bids.
- 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 Invitation for Bid for Bids will 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 the Bid deposited on time at the place specified.
- 4. All information required by the Invitation for Bid for Bids, General Conditions, Detailed Instructions, Specifications, and Bid, 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 the Bidder is fully informed as to the extent and character of the equipment required and a representation that the Bidder can furnish the 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 the 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. The quantities for each Bid are indefinite, but estimates given in the Specifications reflect anticipated requirements. The Contract, however, shall be for the quantities actually ordered during the contract period. The Contractor must furnish all the quantities actually ordered.
- 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 shall be net and shall not include the amount of any such tax.
- 12. In all Specifications, the words "or equal" are understood after each article, 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 bids are submitted on items other than those specified, the BIDDER must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of the item proposed to furnish. Otherwise, the bid will be construed as submitted on the identical item as specified.
- 13. When Bids are requested on a lump sum basis, the Bidder must complete each item in the lump sum group. A Bidder desiring to submit a "no charge" on an item in a group must so indicate; otherwise the entire Bid for the group may be rejected.
- 14. The Bidder must insert the price per unit and the extensions against each item in the 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.

- 15. 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 "SOUND BAFFLES BID" with the corresponding Bid number. Also the date and time of the Bid opening as indicated on the Invitation for Bid for Bids must appear on the envelope. Bids must not be attached to or enclosed in packages containing Bid samples.
- 16. 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 on record by the School District in the form of an Addendum To The Specifications. All Addenda so issued shall become part of the Contract Documents.

#### **SAMPLES**

17. The School District reserves the right to request a representative sample of the equipment 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 the Award has been made, cancel the Contract at the expense of the Successful Bidder.

## <u>AWARD</u>

- 18. 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 services to be furnished, their conformity with Specifications, the purposes for which required, and the terms of delivery.
- 19. 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; qualifications, 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.
- 20. The School District reserves the right to reject any and all Bids not deemed in the best interest of the School District. The School District also reserves the right to reject as informal such Bids, as in the School District's opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced Bids. By an unbalanced Bid, it is meant one in which the amount submitted for one or more separate items is substantially out of line with current market prices for the services, materials and/or work covered thereby.
- 21. The School District reserves the right to make Awards within 60 days after the date of the Bid opening during which period Bids may not be withdrawn unless the Bidder distinctly states in the Bid that acceptance thereof must be made within a shorter specified time.
- 22. 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 Bidder shall be final (General Municipal Law, sec. 103, sub. 1).
- 23. Each Bid will be received with the understanding that the acceptance thereof in writing by the Board, to furnish any or all of the services described therein shall constitute a Contract between the Successful Bidder and the School District. This Contract shall bind the Successful Bidder to furnish and deliver at the prices and in accordance with the conditions of the Bid. This Contract shall bind the School District to order from such Successful Bidder and to pay for at the Contract prices, all services ordered and delivered, within ten (10) percent over or under the award quantity, unless otherwise specified.
- 24. Bidder should ensure accuracy in figures **prior to** submission. If a Bidder discovers a mistake in an item in their Bid award and wants that item award rescinded after it has been Awarded, the School District reserves the right to rescind the entire award and the Bidder responsibility may be questioned for future Bids.
- 25. The placing in the mail of a Notice Of Award or Purchase Order to a Successful Bidder, to the address given in the Bid, will be considered sufficient notice of acceptance of Contract.

- 26. Any and all Awards resulting from this Bid shall be final and shall be for the complete term of the Contract. No rescinding of Awards will be made because of Bidder error or inability to supply a service.
- 27. The Successful Bidder is responsible for reviewing the Notice of Award or Purchase Order for errors. Any clerical errors in the Award must be forwarded, in writing, to the Business Office within five (5) working days of the Notification of Award. No corrections will be made beyond that date. If clerical errors are discovered too late to be corrected, a "no award" will be issued on those affected services. The services may be re-bid or quoted at a later date.
- 28. A Contract may be canceled at the Successful Bidder expense upon non-performance of Contract.
- 29. Cancellation of Contract for any reason may result in removal of the Successful Bidder name from mailing list for future IFBs for an indefinite period.
- 30. It is mutually understood and agreed that the Successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or the right, title, or interest therein, or the power to execute such Contract, to any other person, company, or corporation, without the previous written consent of the School District.

#### **GUARANTEES BY THE SUCCESSFUL BIDDER**

31. The Successful Bidder guarantees to carry adequate insurance to protect the School District from loss in case of accident, fire, theft, etc.

#### **PAYMENTS**

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

## **SAVING CLAUSE**

33. 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 is unable to prevent.

Date of Adoption by Board of Education	

Note: A Non-Collusive Bid Certification must be submitted with each proposal. The enclosed form, "BIDDER Certifications," meets this requirement.

## **Stockbridge Valley Central School District**

## **Invitation for Bid – Sound Baffles**

## **Purpose**

This Invitation for Bid is to seek bids for Sound Baffle equipment to be used in the gymnasium.

## Qualifications and Experience

Vendors submitting bids must have the ability to supply sound baffles according to the bid specifications.

## Inspection Prior to Bid Submission

Pre-bid site visits are recommended and encouraged. Please contact the Business Administrator – Stockbridge Valley C. S. to schedule a visit. Bidders are encouraged to completely inspect the facilities prior to submitting a bid to acquaint themselves with conditions to be found at the location.

## **Inquiries**

All inquiries concerning this Invitation for Bid should be directed to: Business Administrator-Stockbridge Valley C. S.

## Requirements for Proposals

All proposals must be received by the Business Administrator no later than 1:00 p.m., October 28<sup>th</sup>, 2025. Any proposals received after this deadline will be returned unopened to the firm.

The envelope shall be labeled "Sound Baffles IFB 25-10-006".

All bids and accompanying documentation become the property of the Stockbridge Valley Central School District. The District shall not divulge information presented in the Information For Bids to anyone outside the District without the written approval of the firm.

## **Bid Information**

1. Each bid will clearly state the cost to be charged to the District for the specified sound baffle equipment.

## **Board of Education Process**

THE BOARD OF EDUCATION RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR ANY PARTS OF BIDS.

## Criteria for Selection

The bid will be awarded to the lowest Responsive and Responsible Bidder meeting the specifications or providing acceptable deviation. Unless otherwise noted the district reserves the right to award this Bid in whole or in part to a single Bidder, or to multiple Bidders if deemed to be in the best interest of the district. If two (2) or more bidders submit identical bids as to price, the decision of the District to award a Contract to one such Bidder shall be final.

## <u>Award</u>

The Board of Education reserves the right to accept or reject any bid based upon the criteria of submitted bids.

FOR ADDITIONAL INFORMATION REGARDING STOCKBRIDGE VALLEY CENTRAL SCHOOL DISTRICT AUDIT REQUIREMENTS, PLEASE CONTACT BETH S. LAMB, BUSINESS ADMINISTRATOR AT (315) 495-4446.

## SPECIFICATIONS Sound Baffles IFB 25-10-006

Deliver to: Stockbridge Valley Central School District 6011 Williams Road Munnsville, NY 13409

	SONEX	Clean	<b>Baffles</b>	or Equal	must contain	the fol	lowing	elements
--	-------	-------	----------------	----------	--------------	---------	--------	----------

<ul> <li>Quantity: 246</li> <li>Size: 48" x 26"</li> <li>Color: Gray</li> <li>2" Thick WILLTEC Class A F</li> <li>Fully encapsulated in FR taffet</li> <li>Height Dimensions to include 2</li> </ul>	ta vinyl.
a. BID PRICE, EACH:	\$
b. TOTAL (a. x 246):	\$
c. FREIGHT:	\$
d. TOTAL BID (b. + c.):	\$
Anticipated Date of Delivery ARO	-

AUTHORIZED SIGNATURE		
TITLE	DATE	
FIRM		
EIN #		
ADDRESS		
PHONE #	FAX #	

Return to:

Ms. Beth S. Lamb Business Administrator 6011 Williams Rd. Munnsville, N.Y. 13409

By 28th DAY, October, 2025 at 1:00 p.m.

By signing below and submitting this Bid for consideration by Stockbridge Valley Central School,	the
Bidder acknowledges that he/she has read, understood and agreed to all aspects of the Bid Docume	ent as
presented without exception, reservation or alteration.	

Signature	- <del></del>	 	 
Print Name		 	 
Company		 	
Website		 	 
Fax Number		 	
Email Address			

#### CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than one hundred twenty (120) days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a Bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint Bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should Stockbridge Valley Central Schools receive information that a Bidder/Contractor is in violation of the above-referenced certification, Stockbridge Valley Central Schools will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within ninety (90) days after the determination of such violation, then Stockbridge Valley Central Schools shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

Stockbridge Valley Central Schools reserve the right to reject any Bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

I,					, hereby o	ertifies, ur	nder the penalt	y of pe	rjury,
that	I	am	the _					of	the
•			nt neither the ntities List.	e Bidder/Contracto	- or nor any	proposed	subcontractor	is ider	ntified
						SIGNED			

## <u>CERTIFICATION OF COMPLIANCE WITH THE UYGHUR FORCED LABOR PREVENTION ACT</u> (UFLPA)

As a result of the Uyghur Forced Labor Prevention Act (UFLPA), the Forced Labor Enforcement Task Force (FLETF) was created, in consultation with the Secretary of Commerce and the Director of National Intelligence to develop a strategy for supporting enforcement of section 307 of the Tariff Act of 1930, to prevent the importation into the United States of goods, wares, articles, and merchandise mined, produced, or manufactured wholly or in part with forced labor in the People's Republic of China.

Beginning on June 21, 2022, the UFLPA requires the Commissioner of U.S. Customs and Border Protection to apply a rebuttable presumption that goods mined, produced, or manufactured by entities on the UFLPA Entity List are made with forced labor, and therefore, prohibited from importation into the United States under 19 U.S.C. 1307.

By submitting a Bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint Bid, each party thereto, certifies, under penalty of perjury, that once the UFLPA Entities List is posted and/or updated on the Department of Homeland Security (DHS) UFLPA website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the ULFPA Entities List created pursuant to section 2(d)(2)(B) of the ULFPA.

Additionally, Bidder/Contractor is advised that once the ULFPA Entities List is posted on the DHS UFLPA website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the UFLPA Entities List.

During the term of the Contract, should Stockbridge Valley Central Schools receive information that a Bidder/Contractor is in violation of the above-referenced certification, Stockbridge Valley Central Schools will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the importation which is in violation of the Act within ninety (90) days after the determination of such violation, then Stockbridge Valley Central Schools shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

Stockbridge Valley Central Schools reserve the right to reject any Bid or request for assignment for a Bidder/Contractor that appears on the UFLPA Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the UFLPA Entities List.

l,	, hereby certifies under the penalty of perjury, that I am
the	of the
	Corporation and that neither the Bidder/Contractor nor
any proposed	subcontractor is identified on the UFLPA Entities List.
	- AVOLUED
	SIGNED

# Certification of Sexual Harassment Prevention In the Workplace Policy and Annual Sexual Harassment Prevention Training of All Employees Pursuant to NYS Finance Law §139-1

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section Two Hundred One-g of the Labor Law (NY Labor Law §201-g).

A bid shall not be considered for award nor shall any award be made to a bidder who has not complied with the certification requirement of NYS Finance Law §139-1(1); provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

Any bid hereafter made by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where such bid contains the statement required by NYS Finance Law §139-1(1), shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation

Signature:	
Print Name:	
Title:	

Certified under penalty of perjury: