

Bids to Be Opened:

Name of Bidder: _____

Date: **June 21, 2021**

Address: _____

Time: **10:00 am**

Telephone: _____ Fax: _____

Place: Pine Bush Central School
Administration Office
156 Route 302
P.O. Box 700
Pine Bush, N.Y. 12566

BID FORM AND SPECIFICATION FOR:

Furnish and install a ductless air handling system

PINE BUSH CENTRAL SCHOOL DISTRICT

The Pine Bush Central School District does not discriminate on the basis of race, color, religion, national origin or sex in its educational programs, activities or employment practices.

PLEASE DO NOT SEPARATE THESE PAGES - THANK YOU

**Pine Bush Central School District
Pine Bush, New York**

General Instructions for Bidders

Bidders and successful bidders will be bound to the conditions and requirements set forth in these general instructions, and such instructions shall form an integral part of each purchase contract awarded by the Pine Bush Central School District.

School District -	will be the legal designation of the district.
Board -	the Board of Education of the school district.
Bid -	an offer to furnish materials, supplies, services and/or equipment in accordance with the notice to bidders, the general and special instructions and the specifications.
Bid Proposal -	the form on which the bidder submits his/her bid.
Notice to Bidders -	a formal statement which, when issued by the school district, constitutes an invitation to bid on the materials, supplies, services and/or equipment described in the specifications.
Successful Bidder -	any bidder to whom an award is made by the school district.
Specifications -	a description of materials, supplies, services and/or equipment and the conditions for its purchase.
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 bid of the successful bidder, notice to bidder, general instructions, special instructions, notice of award, bid proposal certifications; also a formal document signed by the successful bidder and the school district representative.

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 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 the bid deposited on time at the place specified.
4. All information required by the Notice to Bidders, the general and special instructions, and the Bid Proposal, must be given to constitute a bid.
5. 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, services and or equipment required and a representation that the bidder can furnish the supplies, materials, services and/or equipment satisfactorily in complete compliance with the specifications.

6. No alteration, erasure, or additions is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in the space provided in bid for this purpose.
7. Prices and information required must be legible. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed or typewritten signatures are not acceptable.
8. Sales to school districts are not affected by any fair trade agreements. (GENERAL BUSINESS LAW, Sec. 369-1, Sub. 3)
9. 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.
10. 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 specification of item he proposes to furnish. Otherwise, the bid will be construed as submitted on the identical item as specified.
11. Bids on equipment must be on standard new equipment of latest model, and in current production unless otherwise specified.
12. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.
13. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group.
14. All prices quoted must be "per unit" as specified.
15. Bidder must insert the price per unit and the extension against each item in his/her 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.
16. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoices as a separate item. In any case, title shall not pass until items have been delivered and accepted.
17. Under penalty of perjury the bidder certifies that:
 - a. Bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, services and/or equipment of the type described in the invitation for bids, and
 - b. The contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agent, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.
18. All bids must be sealed and submitted in plain, opaque, envelopes. **Bid envelopes must be clearly marked "BID". Also the date and time of the bid opening as indicated in the Notice to Bidders should appear on the envelope.** Telephone quotations or amendments will not be accepted at any time.

Any Bidder participating in multiple Bids that combines responses in one envelope must label the envelope with “**Multiple Bids**”. All individual Bids included therein need to be in separate, sealed envelopes marked clearly with name of exact Bid.

19. No interpretation of the meaning of the specifications or other 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 on 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 as issued shall become a part of the bid account.
20. If the supplies, materials services and/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. 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.

SAMPLES:

21. 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 specifications, the school may reject the bid; or, if award has been made, cancel the contract.
22. Samples, when required, must be submitted strictly in accordance with instructions; otherwise, bid may not 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 by the bidder within fifteen (15) days after 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. Costs for disposal will be paid by the bidder.
23. 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 bidder to examine sample shall not entitle him/her to any relief from the conditions imposed in the proposal, specifications, etc.

AWARD:

24. Award will be made to the **lowest responsible bidder**, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, services, equipment or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery. Bidder must clearly mark any item not to be supplied as specified herein, including differing pack sizes and other units of measure.

25. 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.
26. The school district reserves the right to make awards within sixty (60) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his/her bid that acceptance thereof must be made within a shorter specified time.
27. 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.
28. 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.

CONTRACT:

29. A 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. The contract shall bind the school district on its part to order from the successful bidder and to pay at the contract prices, all items ordered and delivered, within thirty (30) percent over or under the award quantity, unless otherwise specified.
30. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in his/her bid will be considered sufficient notice of acceptance of his/her bid.
31. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the school district, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the school district, the school district may purchase from other sources to take the place of the item rejected or not delivered. The school district reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary.
32. A contract may be canceled for non-performance.
33. When materials, equipment or supplies are rejected, they must be removed by the successful bidder from the premises of the school district within five (5) days of notification. Rejected items left longer than five (5) days will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property. Costs for disposal will be paid by the bidder.
34. No items are to be shipped or delivered until receipt of an official purchase order from the school district.
35. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract 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.

INSTALLATION OF EQUIPMENT

36. The successful bidder shall clean up and remove all debris and rubbish resulting from his/her 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.
37. 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.
38. 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 workers. The successful bidder shall keep in touch with the entire operation and install his/her work promptly.
39. 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.
40. Equipment for trade-in shall be dismantled by the successful bidder and removed at his/her expense. The condition of 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:

41. The Successful bidder guarantees:
 - a. His/her 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 damage of any kind for which he/she or his/her workers are responsible, to the buildings or equipment, to his/her own work, or to the work of other successful bidders.
 - c. To carry adequate insurance to protect the school district from loss in case of accident, fire, theft, etc.
 - d. All deliveries will be equal to the accepted bid sample.
 - e. The equipment or furniture delivered is the standard, 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.
 - f. The successful bidder will provide in service and training on products, as needed by the district.

DELIVERY

42. Delivery must be made in accordance with the proposal and specifications. The decision of the school district as to reasonable compliance with delivery terms shall be final.

43. The school district will not accept any deliveries on Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency repair, or where previously approved by the district.
44. Items shall be securely and properly packed for shipment, storage and stocking in shipping containers according to accepted commercial practice, without extra charge for packing cases, baling or sacks.
45. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He/She shall file with the carrier all claims for breakage, imperfections and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition.
46. 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 of the agent for the school district.
47. Unloading and placing of the equipment 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/her. No help for unloading will be provided by the school district and suppliers should notify their truckers accordingly.
48. All deliveries shall be accompanied by delivery tickets or packing slips. Such tickets/slips shall contain the following information for each item delivered:
 - Purchase Order Number
 - Name of Article
 - Quantity
 - Name of Successful Bidder

PAYMENTS

49. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.
50. Payment will be made only after correct presentation of claim forms and/or invoices as may be required. Every invoice supplied for payment must clearly indicate the Purchase Order number and Bid under which the items were ordered.
51. Payments of any claim shall not preclude the school district from making claim for adjustment on any item found not to have been in accordance with the specifications.

SAVINGS CLAUSE:

52. The successful bidder shall not be held responsible for any delays caused by wars, acts of public enemies, strikes, fires, floods, acts of God or 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.

Specifications

General: Furnish and install a Heat Controller brand ductless air handling system as described below or similar equipment.

Description:

10 – 24k btu Wall Mount Ductless Units (8 classrooms, 2 lunchroom)

1 – 12k btu Wall Mount Ductless Unit (Teachers room)

2 – 9k btu Wall Mount Ductless Units

Including:

Copper Line

Drain Line

Condensate pump (if necessary)

Additional remote control

Delivery and installation of all shall be to the following address:

Mosdos Satmar of Bloomingburg

132 Main St.

Bloomingburg, NY 12721

Please contact Eziel Fleischman at eziel@satmarkyl.org for any questions or to set up an appointment to visit the delivery location.

In strict accordance with your Advertisement and General Conditions for Bidders, the undersigned agrees to the aforementioned, in addition to the following:

-No member of the Board of Education or Administrators in the school district of Pine Bush or the Mosdos Satmar of Bloomingburg can participate in the bidding process of this proposal.

-All bidders must submit their bids on our forms or the bid will be rejected. All bidders supplying an at/or equal bid must furnish the District complete specifications on bid submittal. Items must be packaged according to bid specifications.

Price to furnish and the installation of a **ductless air handling system** as described in Specifications:
\$ _____

Name of Bidder: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ FAX: _____

Authorized Signature: _____ Date: _____

The Pine Bush Central School District does not discriminate on the basis of race, color, religion, national origin or sex in its educational programs, activities or employment practices.

Bid Proposal Certifications

Firm Name:
Business Address:
Telephone Number:

Date of Bid:

I. General Bid Certification

The bidder certifies that he will furnish, 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 knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (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 subparagraph one (a).

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 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.

Signature (Authorized)

Title