

PEARL RIVER PUBLIC SCHOOL DISTRICT

BID NUMBER RFB-PR-2018-16

CUSTODIAL SUPPLIES

OPENING: DECEMBER 20, 2017 AT 11:00 A.M.

Vendor Name: _____

PEARL RIVER SCHOOL DISTRICT
135 WEST CROOKED HILL ROAD
PEARL RIVER, NEW YORK 10965

845-620-3911 Business Office

NOTICE TO BIDDERS

In accordance with the provisions of Section 103 of the General Municipal Law, an advertisement for bids was published in The Journal News on December 7, 2017. As stated in such notice, bids will be publicly opened and read in the Administrative Office, 135 West Crooked Hill Road, Pearl River, NY on December 20, 2017 at 11:00 A.M. We would appreciate your submitting a bid.

Please contact us if you have any questions.

This bid contains the following items.

1. General Conditions
2. Specifications
3. Bid Proposal
4. Bid Proposal Certifications

Quinton C. Van Wynen, Jr.
Director of Operations

PEARL RIVER UNION FREE SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
135 WEST CROOKED HILL ROAD
Pearl River, N.Y. 10965

845-620-3911 BUSINESS OFFICE

Town of Orangetown
County of Rockland

GENERAL CONDITIONS

(For the purchase of materials, supplies, services, 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 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 invitation to bid, the general conditions, and the specifications.
"Bid Offer"	- the form on which the bidder submits his bid.
"Bidder"	- any individual, company, or corporation submitting a bid.
"Successful bidder"	- any bidder to whom an award is made by the school district.
"Specification"	- description of materials, supplies, services, and/or equipment and the conditions for its purpose.

BIDS

1. The date and time of bid opening will be given in the Notice to Bidders.

2. All bids must be submitted on and in accordance with forms 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 to the bidder. The bidder assumes the risk of any delay in the mail or in the handing 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. The District will not accept facsimile or e-mail bids.

4. All information required by Notice to Bidders, 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 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 or equipment required and a representation that the bidder can furnish the supplies, services, materials, or equipment satisfactorily in complete compliance with the specifications.

6. 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.

7. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be original signatures. Facsimile, printed, or typewritten signatures are not acceptable.

8. Sales to school districts are not affected by any fair trade agreements. (General Business Law, ch. 39, Sec. 369-a, Sub. 3, L 1941)

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. Exemption certificates, if required, will be furnished on forms provided by the bidder.

10. 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, manufacturers name, and detailed specification of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified

11. Bids on equipment must be 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. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise bid for the group may be rejected.

14. All prices quoted must be "per unit" as specified; eg, do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.

15. 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.

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 invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.

17. The bidder must submit the Bid Proposal Certification and the Certificate and Signature Form (Appendixes A & B) pursuant to sec. 103-d of the New York State General Municipal Law.

18. All bids must be sealed. They may be submitted either in plain or opaque envelopes, or in those furnished by the school district. All bids must be addressed to the Director of Operations. Bid envelopes must be clearly marked 'Bid'. Also the date and time of the bid opening, as indicated on the Notice to Bidders, must appear on due envelope. Bids must not be attached to or enclosed in packages containing bid samples. Telephoned quotations or amendments will not be accepted at any time. The District will not accept facsimile or e-mail bids.

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, services 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 attorney for 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. The school district reserves the right to specify that a bid bond is required and/or that a cash deposit in lieu of a performance bond shall be deemed sufficient to secure performance for no additional expense.

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 within ten (10) days of the request, or as directed, for bid to have consideration. 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 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, services, 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; 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 contract or BOCES or other municipal bids 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 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 bids on individual items or on total sums.

BID MISTAKE

29. The withdrawal of a bid based upon a unilateral mistake shall be allowed only in strict compliance with the requirements of Sec. 103 (11) of the New York State General Municipal Law.

CONTRACT

30. Each bid will be received with the understanding that the acceptance thereof in writing by the school district, approved by the board of education, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the school district. Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. Contract shall bind the school district on its part to order from such successful bidder (except in the case of emergency) and to pay for at the contract prices, all items ordered and delivered, 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 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. 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. Whenever the school district seeks legal enforcement of the provisions of said contract, the bidder shall be liable for payment of the school district's legal costs, including reasonable attorney's fees.

33. A contract may be canceled at the successful bidder's expense upon non-performance of contract.

34. If the successful bidder fails to deliver as ordered, the school district reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.

35. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.

36. When materials, equipment, services 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.

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

38. 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

39. 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.

40. Equipment, supplies, services 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.

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

42. 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.

43. 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.

44. The successful bidder guarantees:

- (a) His products against defective material or workmanship and or 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 the vendor or its workers are responsible, to the building or equipment, to their 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) That all deliveries will be equal to the accepted bid sample.
- (e) That the equipment or furniture offered is standard, new, latest model of regular stock product or as required by the specifications, with parts regularly used for the type of equipment or furniture offered; 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 period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement). The successful bidder shall make any such replacement immediately upon receiving notice from the school district.

DELIVERY

45. Delivery must be made as ordered and in accordance with the proposal and specification. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery (not to exceed 30 days). The decision of the school district as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the successful bidder. Failure to deliver because of delayed payments or for any other reason except that described in Paragraph 52 will be cause for open market purchase at the expense of the successful bidder.

46. The school district will not schedule any deliveries for Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the school district shall govern.

47. Items shall be securely and properly packed for shipment, storage, and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.

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

49. 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.

50. 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.

51. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number

Purchase Order Number

Name of Article

Item Number

Quantity

Name of the successful bidder

Carton shall be labeled with purchase order 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

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

53. Payment will be made only after correct presentation of claim forms obtained from the ordering school district.

54. 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 general conditions and specifications.

SAVE HARMLESS

55. Proposer shall protect, indemnify, defend and save the district harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons or property arising from acts or omissions of your company, its officers, employees and agents, including but not limited to claims brought by third parties, employees of the District or employees of the company.

SAVING CLAUSE

56. 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, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

NONDISCRIMINATION CLAUSE

57. The bidder agrees that it will not discriminate against any employee, applicant for employment or student because of race, creed, color, national origin, religion, sex, age, disability, marital status, sexual orientation or other non-merit factors. Such action shall be taken with reference to, but not be limited to employment practices and provision of services under any contract with the District.

PEARL RIVER SCHOOL DISTRICT

SPECIAL CONDITIONS DOCUMENT

BID NUMBER: RFB-PR-2018-16

BID TITLE: CUSTODIAL SUPPLIES

1. FOR THE ABOVE REFERENCED BID, A BID BOND –

 IS REQUIRED IN THE AMOUNT OF PERCENT OF TOTAL BID.

 X IS NOT REQUIRED

2. FOR THE ABOVE REFERENCED BID, A PERFORMANCE BOND –

 IS REQUIRED IN THE AMOUNT OF PERCENT OF TOTAL BID.

 X IS NOT REQUIRED

3. FOR THE ABOVE REFERENCED BID, A CASH DEPOSIT IN THE AMOUNT OF 0 % OF
THE TOTAL CONTRACT SUM WILL BE REQUIRED WITH FIVE (5) BUSINESS DAYS OF
NOTICE OF AWARD, IN LIEU OF A PERFORMANCE BOND.

PEARL RIVER SCHOOL DISTRICT
135 WEST CROOKED HILL ROAD
PEARL RIVER, NY 10965

BID PROPOSAL CERTIFICATION

Firm Name _____

Business Address _____

Telephone Number _____ 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 specification.

"(A) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, under penalty or 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 requested 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 reasons therefore. Where (A) (1) (2) and (3) above have not been completed 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 (2) has (a) published price lists, rates, or tariffs covering items being procured, (b) had 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).

(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 to 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 _____

APPENDIX A

Pearl River School District
135 West Crooked Hill Road
Pearl River, NY 10965

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL §165-a(3), the Prohibited Entities List may be found of the OGS website at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> .

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder 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 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.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The Pearl River School District ("District") may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- 2) The District makes a determination that the goods and services are necessary for the District to perform its functions and that, absent such exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the District receive information that a person is in violation of the above-referenced certifications, the District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The District reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE

SIGNATURE

BUSINESS NAME

PRINTED NAME

TITLE

CERTIFICATE AND SIGNATURE FORM

PLEASE COMPLETE AND RETURN WITH YOUR BID:

THE BIDDER DECLARES AND CERTIFIES:

- 1ST: THAT NO MEMBER OF THE BOARD OF EDUCATION OF THE PEARL RIVER SCHOOL DISTRICT, COUNTY OF ROCKLAND NOR ANY OFFICER OR EMPLOYEE OR PERSON WHOSE SALARY IS PAYABLE IN WHOLE OR IN PART FROM THE TREASURY F SAID BOARD OF EDUCATION IS DIRECTLY OR INDIRECTLY INTERESTED IN THIS BID OR IN THE MATERIALS, EQUIPMENT, OR SERVICES TO WHICH IT RELATES, OR IN ANY PORTION OF THE PROFITS THEREOF.
- 2ND: THAT THE SAID BIDDER HAS CAREFULLY EXAMINED THE INSTRUCTIONS TO BIDDERS, SCHEDULES AND SPECIFICATIONS PREPARED UNDER THE DIRECTION OF THE BOARD OF EDUCATION, AND WILL, IF SUCCESSFUL IN THIS BID, FURNISH AND DELIVER AT THE PRICES BID AND WITHIN THE TIME STATE, ALL THE MATERIALS, EQUIPMENT OR SERVICES FOR WHICH THIS BID IS MADE.

THE FULL NAMES AND TITLES OF ALL PERSONS INTERESTED IN THIS BID AS PRINCIPALS ARE AS FOLLOWS:

DATE: _____

PHONE NUMBER: _____

FIRM: _____

FAX NUMBER: _____

ADDRESS: _____

NAME: _____
(CONTACT PERSON FOR BID INQUIRIES)
(IF SAME AS AUTHORIZED, LEAVE BLANK)

AUTHORIZED
SIGNATURE: _____

TITLE: _____

APPENDIX B

PEARL RIVER SCHOOL DISTRICT
PEARL RIVER, NEW YORK

Receipt Confirmation Form

Please complete and return this confirmation form within 5 working days of receiving bid package to:

Purchasing Department
Director of Operations
Pearl River School District
135 West Crooked Hill Road
Pearl River, NY 10965

RE: RFB-PR-2018-16
Custodial Supplies

Telephone: 845-620-3911

Fax: 845-620-3934

Failure to return this form may result in no further communication or addenda regarding this Bid.

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Phone Number: _____ Ext: _____ Fax: _____

I have received a copy of the above noted bid.

_____ We will be submitting a bid.

_____ We will not be submitting a bid.

If you are responding that you are not submitting a bid, please explain:

If a bidder's meeting has been arranged for this bid, please indicate if you plan to attend:
Yes / No

RETURN TO:
BUSINESS OFFICE

BID PROPOSAL

PEARL RIVER SCHOOL DISTRICT
135 WEST CROOKED HILL ROAD
PEARL RIVER, NEW YORK 10965
845-620-3911

BID OPENING: DECEMBER 20, 2017

AT 11:00 A.M.

BID NO. RFB-PR-2018-16 CUSTODIAL SUPPLIES

Name of Bidder: _____

Signature of person submitting bid: _____

Printed or typed name of person submitting bid: _____

Title of person submitting bid: _____

Address of bidder: _____

Telephone Number of Bidder (include area code): _____

Date: _____

Amount of Bid \$ _____

INSTRUCTIONS TO BIDDERS

BIDS WILL BE RECEIVED FOR THE FURNISHING OF CUSTODIAL SUPPLIES TO BE USED BY THE PEARL RIVER SCHOOL DISTRICT, AS INDICATED ON THE ATTACHED SHEETS.

THE PEARL RIVER SCHOOL DISTRICT INTENDS TO MAKE AN AWARD ON AN **ITEM BY ITEM** BASIS, UNLESS OTHERWISE NOTED.

THE PEARL RIVER SCHOOL DISTRICT SOLICITS YOUR BID ON A **"MORE OR LESS"** BASIS; I.E: THE PRICES BID HEREIN BY YOU SHALL APPLY WHETHER OR NOT THE SCHOOL DISTRICT ORDERS MORE OR LESS OF ANY OF THE QUANTITIES INDICATED, AND **BID PRICES ARE TO BE GOOD FROM THE DATE OF AWARD THROUGH JUNE 30, 2018**. THE PEARL RIVER SCHOOL DISTRICT DOES NOT GUARANTEE THE QUANTITIES TO BE ORDERED. AWARDS WILL BE BASED ON THE UNIT PRICES BID, AND THE ORDER WILL BE ISSUED FOR DELIVERY IN ACCORDANCE HEREWITH.

WHERE POSSIBLE, A BRAND NAME AND/OR CATALOG NUMBER HAS BEEN SPECIFIED. IT IS UNDERSTOOD THAT THIS BRAND NAME AND/OR CATALOG NUMBER IS INDICATIVE OF THE QUALITY AND PERFORMANCE DESIRED FOR THE ITEM REQUESTED. THERE ARE ITEMS, INDICATED ON THE LIST, FOR WHICH SUBSTITUTION WILL NOT BE ACCEPTED. FOR OTHER ITEMS, THE LIKE ITEM OR ANOTHER BRAND MAY BE SUBSTITUTED, **IF STANDARDS ARE EQUAL**. IT SHALL BE THE RESPONSIBILITY OF THE BIDDER TO SEND ALL DOCUMENTATION ON ALTERNATE ITEM(S). EACH DOCUMENT SHALL BE CLEARLY MARKED AS TO THE BID NUMBER, ITEM NUMBER AND THE NAME OF THE BIDDER. BIDDERS SHALL INDICATE THE NAME OF THE ALTERNATE ON THE SAME LINE WHERE SUBMITTING ALTERNATE. IF NO ALTERNATE IS INDICATED, THE PEARL RIVER SCHOOL DISTRICT SHALL ASSUME THAT THE ITEM(S) WILL BE FURNISHED AS SPECIFIED.

IF A BIDDER OFFERS AN ALTERNATE, IT IS UNDERSTOOD AND AGREED THAT SAID ALTERNATE MUST EQUAL OR BE OF SUPERIOR QUALITY. IF THE ALTERNATE IS ACCEPTED, AND SUBSEQUENTLY FOUND TO BE UNACCEPTABLE BY THE PEARL RIVER SCHOOL DISTRICT, IT WILL BE RETURNED TO THE BIDDER, AT THE BIDDER'S EXPENSE, AND IT WILL BE HIS RESPONSIBILITY TO REPLACE SAID ITEM(S) WITH THE ITEM(S) MEETING THE ORIGINAL SPECIFICATIONS. THE PEARL RIVER SCHOOL DISTRICT RESERVES THE RIGHT TO AUTHORIZE IMMEDIATE PURCHASE(S) FROM OTHER SOURCES DUE TO THE FAILURE OF THE SUCCESSFUL BIDDER TO REPLACE SAID ITEMS.

TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY OF PRODUCT AND IT IS REQUIRED THAT ORDERS BE DELIVERED WITHIN FIVE (5) BUSINESS DAYS. FAILURE TO MEET THESE DELIVERY REQUIREMENTS MAY BE CONSIDERED A MATERIAL BREACH OF CONTRACT.

ITEMS # 45 THROUGH 51 OF THE ENCLOSED GENERAL CONDITIONS IN REFERENCE TO DELIVERY WILL BE FOLLOWED STRICTLY.

ALL ITEMS ON THIS BID WILL BE DELIVERED TO THE FOLLOWING ADDRESS UNLESS OTHERWISE NOTED ON THE PURCHASE ORDER FOR SAME.

PEARL RIVER SCHOOL DISTRICT
135 WEST CROOKED HILL ROAD
PEARL RIVER, NY 10965

EACH PURCHASE ORDER WILL REQUIRE SEPARATE PACKAGING. THE PURCHASE ORDER NUMBER MUST BE CLEARLY MARKED ON THE OUTSIDE OF EACH CARTON AND A PACKING SLIP ENCLOSED.

A PENALTY MAY BE ASSESSED IF THE ABOVE INSTRUCTION IS NOT FOLLOWED PRECISELY.

BIDDERS MUST BE CERTAIN TO EXTEND THE UNIT COST(S) SO THAT THE TOTAL COST(S) ARE SHOWN FOR EACH ITEM. IN THE EVENT OF A DISCREPANCY BETWEEN THE UNIT PRICE AND THE EXTENSION, **THE UNIT PRICE WILL GOVERN**. THE PRICES QUOTED **MUST INCLUDE DELIVERY FOB PEARL RIVER**. THE GRAND TOTAL MUST APPEAR ON THE BID PROPOSAL. THE BID PROPOSAL SHALL BE DELIVERED IN A SEALED ENVELOPE, MARKED WITH THE NAME OF THE BIDDER AND THE TITLE OF THE BID WHICH MUST BE **CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE**.

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

CUSTODIAL SUPPLY BID LIST OF ITEMS FOR 2017-2018							
RFB-PR-2018-16							

NOTE: SAMPLES MUST BE SUPPLIED FOR THE FOLLOWING ITEMS OR VENDOR WILL BE CONSIDERED NON-RESPONSIVE FOR THAT ITEM-- DUST CLOTHS, GLOVES, RAGS, TISSUES AND TRASH BAGS							
NOTE: SOAP DISPENSERS, HAND SANITIZERS, TOILET TISSUE AND PAPER TOWELS-- Successful bidder must supply and replace(if necessary) all District's dispensers at their own cost. Successful bidder must also supply dispensers on an as needed basis at no charge to the District for the term of the contract which is six months, January 1, 2018 through June 30, 2018.							
NOTE: APPROX COUNT OF CURRENT DISPENSER QUANTITIES IN DISTRICT: SOAP - 219, PAPER TOWEL - 198, TOILET TISSUE - 151, HAND SANITIZER - 35							
Item				Quantity	Unit	SPECIFICATIONS	Unit Price
#	Description					ALTERNATE ITEM	Ext. Price
1	A-Ben-A-Qui Cleaner 20 oz. tub 12/case			5	case		
2	Batteries - Alkaline - AA Duracell - Box of 24 Mfr # PC1500BKD Grainger #5LE23			20	box		
3	Batteries - Alkaline - AAA Duracell - Box of 24 Mfr # PC2400BKD Grainger #5LE25			5	box		
4	Batteries - Alkaline - C Duracell - Box of 12 Mfr # MN1400 Grainger #21EK78			10	box		
5	Batteries - Alkaline - D Duracell - Box of 8 Mfr # MN13RT8Z Grainger #2HYJ5			5	box		
6	Batteries - Alkaline - 9V Duracell - Box of 12 Mfr # PC1664BKD Grainger #5LE24			2	box		
7	Broom, Corn (Maids) 42" HANDLE			30	each		
8	Ceiling Tiles - Armstrong 942B (755) 12/pkg			40	pkg	NO SUBSTITUTES	
9	Cleaner - All Purpose (2) 1 ½ gal/case - Butcher's #72 ALPHA HP (#BUTC3403745)			50	case	NO SUBSTITUTES	
10	Cleaner, Glass, Glance - (2) 1 ½ gal/case - Butcher's			20	case	NO SUBSTITUTES	
11	Cleaner, Morning Mist - (2) 1 ½ gal/case - Butcher's #33 (#BUTC4298150)			50	case	NO SUBSTITUTES	
12	Cleaner, Bathroom - Kaiblooe - (4) 1 gal/case			3	case	NO SUBSTITUTES	
13	Cleaner, Bathroom - Spartan - NABC Non-Acid Disinfectant 1 QT 12/case			10	case		
14	Dust Cloths - Pretreated, 18"x24" - 500/case (#MERC78403)			6	case		
15	Gloves - Powderless Disp Vinyl Medical Gloves, Medium - 100/box, 10bx/cs			5	case		
16	Gloves - Powderless Disp Vinyl Medical Gloves, Large - 100/box, 10bx/cs			15	case		
17	Gloves - Powderless Disp Vinyl Medical Gloves, X-Large - 100/box, 10bx/cs			5	case		
18	Mop Handle, Wooden Handle with Fiberglass Jaw Grip - 60"			30	each		
19	Mop Oil - Grainger # 2CYH3 32 oz. bottles TOUGH GUY 12/case			5	case		

Item				ALTERNATE ITEM		
#	Description	Quantity	Unit	SPECIFICATIONS	Unit Price	Ext. Price
20	Mops - Wet Mops, Prolink, Medium, (WHITE) - 12/case (#W4Y24)	15	case			
21	Mops - Wet Mops, Prolink, Medium, (BLUE) - 12/case (#W18MD)	10	case			
22	Rags - Tee-Shirt - CLEAN, WHITE TEE SHIRT MATERIAL #024002 New White Knits	600	pounds			
23	Shark Cleaner, Bowl Antiseptic, Shark - 12/case	1	case			
24	Soap - Liquid Foam Hand Soap, GOJO 1.25L, #5161-03 - 3/case	200	case	NO SUBSTITUTES		
25	Tissue - Facial, 144/2-ply, Aspen #3305 - 36/case	70	case	NO SUBSTITUTES		
26	Tissue - Toilet, Scott JRT Jr Jumbo Roll Bathroom - 12/case (#07805)	260	case	NO SUBSTITUTES		
27	Towel - Paper, Scott 1000 Hard Roll - 12/case (#01000)	300	case	NO SUBSTITUTES		
28	Trap Cleaner - Devour 5 gal drum	6	each			
29	Trash Liners, 40" x 48", Clear 16 mic, 40-45 gals, 25/roll 10rl/cs	220	case			
30	Trash Liners, 30" x 37", Clear 10 mic, 500/case (30x36 in 06-07)	50	case			
31	Vacuum Bags, Carpetwin Upright #703768 - 10/pk (# Grainger 3ZJJ2)	5	pkg			
32	Wipes - Sani Professional Table Turners - No Rinse Sanitizer Wipes 100/pk, 9 packs/case #NICM924SH	10	case			
33	Wipes - Professional Table Turners - Wet Wipes 90/pk, 12 packs/case	3	case			