

BOARD OF COOPERATIVE EDUCATIONAL SERVICES
SECOND SUPERVISORY DISTRICT OF MONROE-ORLEANS COUNTIES
3599 BIG RIDGE ROAD
SPENCERPORT NY 14559

SPECIFICATIONS AND BID FORM FOR
COOPERATIVE BUS PARTS
FOR DELIVERY 09/01/16 – 08/31/17
RFB-1769-16

Bids will be opened at 2:00 PM on the 3rd day of August, 2016 at 3599 Big Ridge Road, Spencerport NY. Bid documents, including specifications, bid forms and addendums can be obtained at www.empirestatebidsystem.com. Questions related to bid documents should be directed in writing to Rose Brennan, Purchasing Agent, at the address above or rbrennan@monroe2boces.org, no later than five (5) days prior to the bid opening date and time.

INSTRUCTIONS

1. Read all bid documents contained in this package.
2. Complete the following forms:
 - Bid Proposal Certifications
 - Iran Divestment Act Certification
 - Bidder's Customer References
 - Bidder's Company Information
 - Bidder's Sales Representative List
 - Catalog Discount
 - Vendor Bid Listing (Excel form) in 2 formats: Hard (printed) copy and CD or flash drive)
3. Provide a completed W-9.
4. To submit a bid, return the completed forms listed in #2, and a completed W-9 listed in #3 above in a sealed envelope labeled with the bid title, bid number, bidder's name, and bidder's address to:
 - Rose Brennan, Purchasing Agent
 - Monroe 2-Orleans BOCES
 - 3599 Big Ridge Road
 - Spencerport NY 14559

Bids must be received prior to the bid opening date and time listed above. Monroe 2-Orleans BOCES reserves the right to reject any bid not following the above Instructions or meeting the Specifications and General Conditions. Awards will be posted at www.empirestatebidsystem.com when finalized.

BOARD OF COOPERATIVE EDUCATIONAL SERVICES
SECOND SUPERVISORY DISTRICT OF MONROE-ORLEANS COUNTIES
3599 BIG RIDGE ROAD
SPENCERPORT NY 14559

LEGAL NOTICE TO BIDDERS FOR
COOPERATIVE BUS PARTS

The Board of Cooperative Educational Services of Monroe 2 and Orleans Counties, in accordance with Section 103 of Article 5A of the General Municipal Law, hereby invites the submission of sealed bids for the above mentioned requirements for following participating school districts:

Brockport CSD
Churchville-Chili CSD
Hilton CSD
Fairport CSD
Monroe #1 BOCES
Penfield CSD
Pittsford CSD
Spencerport CSD
Webster CSD

Bids will be received at the District Office, 3599 Big Ridge Road, Spencerport NY until 2:00 PM on the 3rd day of August, 2016 at which time all bids will be publicly opened. The instructions to bidders, specifications and bid forms can be obtained from the above office. No bidder may withdraw his bid within 60 days after actual date of opening, thereof. The Board of Education reserves the right to reject any and all bids.

Date July 14, 2016



Purchasing Agent

BID PROPOSAL CERTIFICATIONS FOR
COOPERATIVE BUS PARTS

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:

1. 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 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 reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his 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).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non collusion as the act and deed of the corporation.

III. The bidder certifies that he is aware of, and will comply with, the provisions of the State Labor law applicable to independent contractors regarding conditions of employment, including payment of minimum wages, if this bid results in a labor and material type construction contract.

AUTHORIZED SIGNATURE _____ TITLE _____

PRINT NAME _____

**IRAN DIVESTMENT ACT CERTIFICATION
FOR
COOPERATIVE BUS PARTS**

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
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 Bidder/Proposer 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 political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an 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.

Signature

Title

Date

Company Name

BIDDER'S CUSTOMER REFERENCES FOR
COOPERATIVE BUS PARTS

Bidders are required to provide 3 customer references from NY State school districts, BOCES, or public bodies for whom bidder has supplied similar products and/or services to those requested in this bid.

1. Customer Name _____

Address _____

Contact Person _____

Phone # _____

Email Address _____

2. Customer Name _____

Address _____

Contact Person _____

Phone # _____

Email Address _____

3. Customer Name _____

Address _____

Contact Person _____

Phone # _____

Email Address _____

BIDDER'S COMPANY INFORMATION FOR
COOPERATIVE BUS PARTS

Bidders are required to provide company information below.

Company Name _____ Phone Number _____

Address _____ Fax Number _____

Bid questions contact _____ Phone Number _____

Email Address _____

Billing Contact _____ Phone Number _____

Title _____ Email Address _____

VP Sales/Sales Manager* _____ Phone Number _____

* Or other person to whom listed sales representatives report.

Title _____ Email Address _____

Standard Payment Terms _____

(standard = n30days)

Early Payment Terms _____

(list days and % discount)

If a unique reference number is required on the purchase orders as a result of this bid, please list it here _____

Can your company accept payment using a VISA or other bank issued credit card? _____

If any contractual agreement is required to do business with the participating school districts, a sample of that agreement should be provided at the bid opening.

BIDDER'S SALES REPRESENTATIVE LIST FOR
COOPERATIVE BUS PARTS

Bidders are required to provide sales representative and customer service contacts for each of the participating districts.

<u>District</u>	<u>Sales Representative Name / Phone / Email</u>	<u>Customer Service Name / Phone / Email</u>
Brockport CSD	_____	_____
Churchville-Chili CSD	_____	_____
Fairport CSD	_____	_____
Hilton CSD	_____	_____
Monroe #1 BOCES	_____	_____
Penfield CSD	_____	_____
Pittsford CSD	_____	_____
Spencerport CSD	_____	_____
Webster CSD	_____	_____

CATALOG DISCOUNTS FOR COOPERATIVE BUS PARTS

Bidders are requested to offer catalog discounts on items not listed in the Vendor Bid Listing. Discounts should be a percentage off current manufacturers' list prices and include all shipping and handling charges. No additional shipping or handling charges will be allowed on awarded catalog discounts.

CATALOG

DISCOUNT

COMPANY/SUBMITTED BY

DATE

**DELIVERY LOCATIONS AND DISTRICT CONTACTS
COOPERATIVE BUS PARTS**

BROCKPORT CSD

Contact: Milton Waye
(585) 637-1880 phone
(585) 637-1885 fax

Brockport Central School
40 Allen Street
Brockport, NY 14420

CHURCHVILLE-CHILI CSD

Contact: David Branch
(585) 293-1800, ext. 3420 phone
(585) 293-14514 fax

Churchville-Chili Central School
139 Fairbanks Road
Churchville, NY 14428

FAIRPORT CSD

Contact: Peter Marini
(585) 421-2029 phone
(585) 421-1982 fax

Fairport Central School
860 Ayrault Rd.
Fairport, NY 14450

HILTON CSD

Contact: Marty Maier
(585) 392-1000 x7405 phone
(585) 392-1053 fax

Hilton Central School
300 School Lane
Hilton, NY 14468

MONROE #1 BOCES

Contact: Daniel Graden
(585)249-7077 phone
(585)249-7079 fax

Monroe #1 BOCES
77 O'Connor Rd.
Fairport, NY 14450

PENFIELD CSD

Contact: James A. LaForty Jr.
(585) 249-5612 phone
(585) 586-2309 fax

Penfield Central School
2075 Five Mile Line Rd.
Penfield, NY 14526

PITTSFORD CSD

Contact: Scott Schumacher
(585) 267-1488 phone
(585) 381-3304 fax

Pittsford Central School
100 Mendon Center Rd.
Pittsford, NY 14534

DELIVERY LOCATIONS AND DISTRICT CONTACTS
COOPERATIVE BUS PARTS - continued

SPENCERPORT CSD

Contact: Mike Mattle
(585) 349-5183 phone
(585) 349-5018 fax

Spencerport Central School
2678 Nichols St.
Spencerport, NY 14559

WEBSTER CSD

Contact: James R. Morris
(585) 216-0202 phone
(585) 216-0078 fax

Webster Central Schools
1000 Document Dr.
Webster, NY 14580

SPECIFICATIONS FOR COOPERATIVE BUS PARTS

The award for Cooperative Bus Parts will be recommended to the lowest responsive and responsible bidder(s) in part or in whole who meet(s) all the terms of these Specifications and the attached General Conditions. Monroe 2-Orleans BOCES reserves the right to recommend the award on an aggregate basis, by category or groups of categories, by line item, or combination of items, in whatever manner is deemed to serve the best interest of the participants. Monroe 2-Orleans BOCES also reserves the right to award some or all items to both a primary and secondary vendor to secure product availability and pricing in the event of the primary vendor being unable to fulfill their obligations of this bid.

BID FORMS (VENDOR BID LISTING)

Bids should be submitted on the Vendor Bid Listing. Vendor Bid Listing has been provided in Excel for convenience. Bidders should complete the shaded areas on this form (for no bid items leave cells blank), print a hardcopy, and submit hardcopy with other items required as per instruction on page 1. Bidders should also provide completed Vendor Bid Listing on a CD or flash drive. The hard printed copy bid will take precedence should any discrepancies between the hard copy and CD/flash drive exist. BIDS SUBMITTED WITHOUT HARD PRINTED COPY CANNOT BE ACCEPTED AND WILL BE REJECTED. NO BIDS MAY BE SUBMITTED VIA EMAIL OR FAX.

- All items bid are expected to be in stock and available for delivery. Items not stocked should be noted as a variance, with lead time listed. Items with unacceptable lead times may be rejected.
- Bid unit prices are to be held firm for the contract period. Bids submitted may be rejected if bid forms are not completed as instructed.
- Bidder's name should be written on every page.
- Bid pricing shall be per unit stated, and include all transportation charges. No additional charge of any kind is allowed.
- For every item bid, including those meeting specifications, enter in the brand column both the manufacturer's name and item number as well as the bidder's item number.
- Variances to unit specified must be stated in the variance column, and include bidder's unit and cost per bidder's unit, and bid price must be converted to specified unit.

It shall be understood that a bidder may submit only one bid for each line item and only one bid package for award consideration. Submission of more than one bid per item or more than one bid package shall be deemed collusion and that all bids received from the submitting bidder shall be rejected. It shall also be understood that alternate items will be evaluated; however, only one line item bid shall be entered. Any additional alternate line items bid will be rejected and not considered for bid award.

ESTIMATED QUANTITIES

Vendor Bid Listing forms provide estimated quantities for all items bid; details of quantities by district can be found on the Distribution Spreadsheet. These estimates do not guarantee maximum or minimum quantities for the contract period; this is noted as an exception to General Conditions. Each district will issue purchase orders for actual quantities needed.

SPECIFICATIONS FOR COOPERATIVE BUS PARTS (continued)

Bid participants will notify the awarded bidder if estimated quantities are significantly under or overestimated. All items awarded are available to be purchased by all participants, whether or not quantities were estimated by a district for any item.

The participants reserve the right to purchase items from any other bids allowable under NYS General Municipal law, including but not limited to NY State and Monroe County contracts should doing so result in savings.

QUALIFICATIONS OF BIDDERS

In determining the qualifications of a bidder, the record of performance of any similar contract previously entered into with any bid participant or any other public body will be considered. Monroe 2-Orleans BOCES reserves the right to reject any bidder deemed not properly qualified to carry out the obligations of the contract.

SAMPLES

Additional samples may be requested at the discretion of the bid coordinator. Samples must be delivered to the bid coordinator not more than seven (7) days from date of the request.

ORDERING

No minimum order shall be required. Purchase Orders will be issued by individual participants for actual quantities needed. Upon receipt of a purchase order, bidder will acknowledge receipt and advise district of the approximate shipping date, including the anticipated date of backorders. No substitutions for out of stock items may be made without advance approval by the ordering district. If the ordering district is forced to purchase out of stock items or items not meeting specifications from another vendor, and no acceptable substitution can be made, the difference must be paid by the original bidder. Partial shipments may be requested at the discretion of the ordering district.

DELIVERIES

Deliveries will be made during regular school hours to the Delivery Locations listed in this bid package. Included in every delivery shall be a packing list indicating Purchase Order number, name of item, item number, quantity and any other pertinent information necessary to identify the items shipped, and any item containing a chemical substance must be accompanied by a safety data sheet.

All ordered items are expected to be in stock and available for two day delivery. If an awarded vendor is unable to meet this delivery requirement, they must notify the district upon receipt of the purchase order, and if anticipated delayed delivery does not meet the needs of the district, the district may obtain the item from an alternate source. The vendor is advised that normal delivery shall occur during normal business hours.

SPECIFICATIONS FOR COOPERATIVE BUS PARTS (continued)

All delivery personnel shall be appropriately dressed and display visible identification when entering the buildings of any participating school district.

GUARANTEE\RETURNS

The manufacturer's standard guarantee shall apply from the date the item is installed. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the participating school districts.

If the item or items called for in these specifications are delivered and fail to meet specifications in any respect, the bidder will be notified and he will arrange for their removal at no expense to the district. If items are not removed, arrangements will be made to have these items removed at the expense of the bidder.

INVOICES

Invoices presented must be specific to the participant that issued the order and must be accurate, noting Purchase Order number, name of item, item number, quantity shipped, bid pricing per unit and extended cost, and all credits due. Credits must reference original invoice. Early payment discount option should be noted on invoices. Inaccurate invoices will not be considered for payment until corrected; payment terms will be applicable from the date the accurate invoice is received. Payment of invoices is the responsibility of the participant that issued the purchase order.

UNRESOLVED COMPLAINTS

An awarded vendor and participant shall use best efforts to resolve any dispute between them. Both the districts and the awarded vendor will submit unresolved complaints in writing to the Monroe 2-Orleans BOCES bid coordinator within four (4) days of occurrence. The coordinator will maintain a file of all complaints that are submitted from districts and vendor, including those resolved or unresolved. Monroe 2-Orleans BOCES reserves the right to consider these as part of a vendor performance evaluation.

DISCREPANCIES OR OMISSIONS

Should any prospective bidder find discrepancies or omissions in the specifications, he shall notify the bid coordinator at once, who will provide written instructions to all bidders.

PICK UPS

Vendors awarded brake shoes, alternators and or starters are required to make regular core pick ups to be determined by the individual participants.

Fifty-five gallon drums remain the property of the vendor, and will be picked up by the vendor when empty. Any deposit paid for by a participant will be credited or refunded at the discretion of the district.

SPECIFICATIONS FOR COOPERATIVE BUS PARTS (continued)

BULK STORAGE

The participants who provide district owned bulk storage require the awarded vendor to pump the oil into the storage tanks. Those without district owned bulk storage will require vendor to supply storage tank and equipment necessary to dispense.

ADDITIONAL PARTICIPANTS

Monroe 2-Orleans BOCES wishes to make this contract available to additional participants not listed in these specifications as permitted under NYS General Municipal Law. Request for participation should be forwarded to Monroe 2-Orleans BOCES. Upon receipt of the consent of the awarded vendor(s), Monroe 2-Orleans BOCES will advise both the additional participant(s) and vendor(s).

EMERGENCY CLOSING

In the event of an emergency closing on the bid opening date, the bid opening shall take place on the next business day at the same location and the same time as listed in the these specifications.

GENERAL CONDITIONS

(For the purchase of materials, supplies, and equipment)

**BOARD OF COOPERATIVE EDUCATIONAL SERVICES
MONROE AND ORLEANS COUNTIES SECOND SUPERVISORY DISTRICT
3599 Big Ridge Road
Spencerport, NY 14559**

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.
"Notice to bidders"	A formal statement which, when issued by the school district, constitutes an invitation to bid on the materials, supplies and equipment described by the specifications.
"Board"	The board of education of the school district.
"Bid"	An offer to furnish materials, supplies, and/or equipment in accordance with the invitation to bid, the general conditions, special instructions, and the specifications.
"Bid offer"	The form on which the bidder submits the bid.
"Bidder"	Any individual, company, 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 bid offer of the successful bidder, notice to bidders, general information, general conditions, special instructions, specifications, notice of award, bid proposal certifications; also, a formal document signed by the successful bidder and the school district representative.
"Successful bidder"	Any bidder to whom an award is made by the school district.
"Contractor"	Any bidder to whom a contract award is made by the board of education.
"Specification"	Description of materials, supplies and/or equipment and the number/amount requested and the conditions for its purchase.

GENERAL CONDITIONS (continued)

BIDS

1. The date, time, and place of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on bid offer forms and in accordance with instructions provided by the board.
3. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
4. All information that is required by Notice to Bidders, General Conditions, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.
5. The non-collusive bidding certification must be included with each bid as required by General Municipal Law, Section 103-d.
6. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the service, supplies, materials, or equipment required and a representation that the bidder can furnish the service, supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
7. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in bid for this purpose.
8. Prices and information required should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
9. Sales to school districts are not affected by any fair trade agreements. (General Business Law, Sec. 369-a, sub. 3).
10. No charge will be allowed for Federal, State, or municipal sales and excise taxes since the school district is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax.
11. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.

GENERAL CONDITIONS (continued)

12. Bids on equipment must be on standard new equipment, of latest model and in current production, unless otherwise specified.
13. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.
14. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise bid for the group may be rejected.
15. All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.
16. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
17. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the instructions to bidders. 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.
18. All bids must be sealed. They must be submitted in envelopes furnished by the school district, if any. Otherwise, plain, opaque envelopes may be used, clearly marked "BID." Also the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Bids must not be attached to or enclosed in packages containing bid samples. Telephoned quotations or amendments will not be accepted at any time.
19. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the school district, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the school district in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.
20. If the supplies, materials, or equipment are to be delivered over an extended period of time, or if the specifications so state, then the successful bidder may be required to execute an agreement in relation to the performance of his contract, such agreement to be executed by the bidder within 15 days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The Surety Company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the school district. The successful bidder shall execute the performance bond at the time of the execution of the contract by the successful bidder and the board.

GENERAL CONDITIONS (continued)

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 is made. If the sample is not in accordance with the requirements of the specification, the school district may reject the bid; or, if award has been made, cancel the contract at the expense of the successful bidder.
23. Samples, when required, must be submitted strictly in accordance with instructions; otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered as directed for bid to 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. The bidder at his expense shall remove samples. 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, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
26. The school district reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part to waive technical defects, 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.
27. 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 bid that acceptance thereof must be made within a shorter specified time.

GENERAL CONDITIONS (continued)

28. Where a bidder is requested to submit a bid on a total sum or sums, the right is reserved to award contracts on total sum or sums, whichever is in the best interests of the school district.
29. If two or more bidders submit identical bids as to price, the decision of the board to award a contract to one of such identified bidders shall be final. (General Municipal Law, Sec. 103, sub. 1.)

CONTRACT

30. Each bid will be received with the understanding that the acceptance thereof in writing by the board, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the school district. Contract shall bind the successful bidder on his 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 and to pay for at the contract prices, all items ordered and delivered, within ten (10) percent over or under the award quantity, unless otherwise specified.
31. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.
32. If the successful bidder fails to deliver as ordered, or within the time specified, or within 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 item rejections or not delivered on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the school district promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.
33. A contract may be canceled at the successful bidder's expense upon nonperformance of contract.
34. 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.
35. When materials, equipment, or supplies are rejected, the successful bidder from the premises of the school district must remove them within ten (10) days of notification. Rejected items left longer than ten (10) days will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property.
36. No items are to be shipped or delivered until receipt of an official purchase order from the school district.
37. 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.

GENERAL CONDITIONS (continued)

INSTALLATION OF EQUIPMENT

38. 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.
39. 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.
40. 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.
41. 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.
42. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is." Equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.

GUARANTEES BY THE SUCCESSFUL BIDDER

43. The successful bidder guarantees:
 - (a) His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
 - (b) To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
 - (c) To carry adequate insurance to protect the school district from loss in case of accident, fire, theft, etc.
 - (d) That all deliveries will be equal to the accepted bid sample.

GENERAL CONDITIONS (continued)

(e) That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one-year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the school district.

Any merchandise provided under the contract, which is or becomes defective during the guarantee 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. The successful bidder shall make any such replacement immediately upon receiving notice from the school district.

DELIVERY

44. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the school district as to reasonable compliance with delivery term shall be final.
45. The school district will not accept any deliveries on Saturday, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.
46. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers and according to acceptable commercial practice, without extra charge for packing cases, baling or sacks.
47. The successful bidder shall be responsible for the delivery of items in good condition. 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.
48. 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.
49. 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.

GENERAL CONDITIONS (continued)

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

Contract Number and/or Purchase Order Number

Name of Article

Item Number (if applicable)

Quantity

Name of the Successful Bidder

Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

PAYMENTS

51. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.
52. Payment will be made only after correct presentation of claim form or invoices as may be required.
53. Payments of any claim shall not preclude the school district from making claim for adjustment on any item found not to have been in accordance with the contract specifications.

SAVING CLAUSE

54. 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, fire, 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.

BRAKES AND BRAKE PARTS

Item Number: 60005

Fairport

10

Item Number: 60007

Fairport

10

Item Number: 60020

Fairport

2

Item Number: 60030

Fairport

80

Penfield

10

Pittsford

60

SP-Tran Dept

30

Webster

75

Item Number: 60035

Brockport

20

Item Number: 60050

Pittsford

2

Webster

6

Item Number: 60055

Webster

6

Item Number: 60056

Fairport

10

Webster

6

Item Number: 60070

Pittsford

12

Item Number: 60075

Fairport 30	SP-Tran Dept 8	
Item Number: 60080		
Fairport 20	Pittsford 30	
Item Number: 60085		
Brockport 12		
Item Number: 60105		
Penfield 4	Pittsford 30	Webster 20
Item Number: 60106		
Brockport 20	Pittsford 30	
Item Number: 60107		
Brockport 20	Pittsford 20	Webster 24
Item Number: 60125		
Fairport 2		
Item Number: 60130		
Brockport 20	Pittsford 20	
Item Number: 60131		
Hilton 4		
Item Number: 60132		
Brockport 20	Pittsford 30	
Item Number: 60150		
Fairport 40	Hilton 10	SP-Tran Dept 6
Item Number: 60170		
Webster 24		

Item Number: 60175

Pittsford
30

Item Number: 60180

Penfield
6

Webster
16

Item Number: 60185

Fairport
2

Pittsford
30

Webster
12

Item Number: 60195

Fairport
4

Pittsford
30

Item Number: 60199

Pittsford
20

Item Number: 60200

Fairport
40

Pittsford
24

SP-Tran Dept
8

Webster
20

Item Number: 60202

Pittsford
20

Item Number: 60203

Pittsford
20

Item Number: 60204

Pittsford
30

Item Number: 60205

Pittsford
30

Item Number: 60207

Webster
20

Item Number: 60208

Hilton
20

Item Number: 60211

Fairport
10

Item Number: 60230

Brockport
25

Fairport
6

Penfield
20

Item Number: 60235

Brockport
25

Fairport
85

Penfield
20

SP-Tran Dept
60

Item Number: 60240

Fairport
85

SP-Tran Dept
60

Item Number: 60262

Brockport
20

Item Number: 60263

Brockport
20

Item Number: 60270

Pittsford
6

Item Number: 60275

Pittsford
2

Item Number: 60300

Pittsford
4

SP-Tran Dept
4

Item Number: 60325

Pittsford
2

Item Number: 60360

Pittsford
4

Item Number: 60380

SP-Tran Dept

4

Item Number: 60385

Fairport

10

Item Number: 60390

Fairport

10

Penfield

2

Item Number: 60455

Webster

25

Item Number: 60465

Penfield

1

Item Number: 60472

Fairport

6

Item Number: 60545

Pittsford

6

Item Number: 60632

Pittsford

2

Item Number: 60633

Fairport

40

Pittsford

30

Item Number: 60635

SP-Tran Dept

10

Item Number: 60637

Penfield

4

Item Number: 60639

Pittsford
12
Item Number: 60650
Hilton
20
Item Number: 60670
Hilton
10
Item Number: 60680
Fairport
6
Item Number: 60705
Fairport
40
Item Number: 60710
Fairport
40
Item Number: 60720
SP-Tran Dept
10
Item Number: 60730
Penfield
4
Item Number: 60745
Pittsford
30
Item Number: 60775
Webster
6
Item Number: 60776
Fairport
6
Item Number: 60777
Fairport
6

Webster
5
Pittsford
2
Pittsford
30
Pittsford
12

Item Number: 60778

Fairport
4

Item Number: 60779

Fairport
4

Item Number: 60780

SP-Tran Dept
6

Item Number: 60790

Brockport
4

Pittsford
6

Item Number: 60800

Brockport
12
Pittsford
6

Fairport
25
SP-Tran Dept
4

Hilton
10
Webster
10

Penfield
1

Item Number: 60805

Brockport
12

Fairport
4

Penfield
1

Pittsford
4

Item Number: 60810

Fairport
6

Pittsford
4

SP-Tran Dept
3

Item Number: 60815

Hilton
2

Item Number: 60824

Fairport
4

Pittsford
6

SP-Tran Dept
1

Item Number: 60830

Fairport
6

Item Number: 60832

Pittsford
6

Item Number: 60834

Fairport

6

Hilton

2

Item Number: 60836

Webster

4

Item Number: 60840

Fairport

2

Item Number: 60845

SP-Tran Dept

1

ELECTRICAL

Item Number: 60900

Pittsford

3

Item Number: 60903

Fairport

6

Item Number: 60906

Webster

10

Item Number: 60908

Fairport

6

Item Number: 60910

Webster

6

Item Number: 60914

Fairport

6

Item Number: 60919

Pittsford

3

Item Number: 60990

Pittsford

4

Item Number: 61012

Fairport

4

Item Number: 61014

Fairport

4

Item Number: 61025

Fairport

4

Item Number: 61155

Fairport
6

FILTERS

Item Number: 61525

Fairport
25

Hilton
10

SP-Tran Dept
2

Item Number: 61540

Hilton
4

Item Number: 61565

Fairport
20

Item Number: 61570

Webster
25

Item Number: 61575

Webster
20

Item Number: 61580

Pittsford
60

SP-Tran Dept
60

Webster
100

Item Number: 61590

Webster
25

Item Number: 61595

SP-Tran Dept
30

Webster
50

Item Number: 61615

Pittsford
30

SP-Tran Dept
30

Item Number: 61662

SP-Tran Dept
20

Item Number: 61705

Webster
20

Item Number: 61710

Webster 20			
Item Number: 61716 Fairport 40			
Item Number: 61717 Fairport 20	Hilton 50		
Item Number: 61720 Pittsford 30	SP-Tran Dept 40		
Item Number: 61725 SP-Tran Dept 50			
Item Number: 61770 Hilton 50	Pittsford 12	SP-Tran Dept 12	
Item Number: 61776 Hilton 10	Pittsford 6		
Item Number: 61783 Hilton 6			
Item Number: 61795 Webster 25			
Item Number: 61801 Hilton 50	Penfield 10	Pittsford 30	
Item Number: 61805 Webster 25			
Item Number: 61830 Penfield 12			

Item Number: 61860

Brockport

50

SP-Tran Dept

50

Fairport

20

Penfield

2

Pittsford

100

Item Number: 61875

Penfield

12

Item Number: 61886

Fairport

40

Penfield

12

Item Number: 61888

Fairport

30

Item Number: 61904

Fairport

20

Item Number: 61910

Fairport

20

Item Number: 61924

Fairport

10

Item Number: 61999

Fairport

20

Hilton

15

FLUIDS

Item Number: 62408

Pittsford
2

Item Number: 62415

Brockport
3

Pittsford
2

Webster
4

Item Number: 62420

Pittsford
1

Item Number: 62425

Pittsford
2

Item Number: 62430

Webster
12

Item Number: 62442

Pittsford
1500

SP-Tran Dept
400

Item Number: 62443

Pittsford
6

SP-Tran Dept
2

Item Number: 62445

Pittsford
4

SP-Tran Dept
2

Webster
2

Item Number: 62455

Pittsford
1

Item Number: 62462

Hilton
1

Item Number: 62472

Brockport
8

Item Number: 62476

Brockport

8

Item Number: 62480

Pittsford

700

Item Number: 62485

Fairport

1000

SP-Tran Dept

300

Item Number: 62490

Hilton

110

Item Number: 62512

Hilton

300

Item Number: 62540

SP-Tran Dept

4

Item Number: 62545

Fairport

2

Pittsford

3

Item Number: 62550

Pittsford

8

SP-Tran Dept

4

Item Number: 62560

Fairport

10

SP-Tran Dept

10

MISC. SUPPLIES

Item Number: 63500

Penfield
12

SP-Tran Dept
2

Item Number: 63506

Penfield
12

SP-Tran Dept
48

Webster
125

Item Number: 63510

Penfield
12

SP-Tran Dept
48

Webster
125

Item Number: 63515

Webster
6

Item Number: 63520

Penfield
12

SP-Tran Dept
6

Webster
2

Item Number: 63525

Penfield
12

TIRES

Item Number: 63990

Penfield
10

Item Number: 64012

Pittsford
24

Item Number: 64015

SP-Tran Dept
12

Item Number: 64025

Penfield
10

Item Number: 64050

Fairport
10

Item Number: 64061

Fairport
10

Hilton
20

Item Number: 64062

Fairport
10

Hilton
15

Item Number: 64070

SP-Tran Dept
30

Item Number: 64075

SP-Tran Dept
18

Item Number: 64080

SP-Tran Dept
18

TRANSMISSION

Item Number: 64615

Hilton

1

WIPERS

Item Number: 65155

Penfield
10

Item Number: 65175

Fairport
25

Pittsford
60

Item Number: 65235

Brockport
20
Webster
75

Hilton
25

Pittsford
60

SP-Tran Dept
20

Item Number: 65240

Brockport
20

Pittsford
60

SP-Tran Dept
10

Webster
75

Item Number: 65245

Brockport
25
Webster
75

Hilton
15

Pittsford
60

SP-Tran Dept
20

Item Number: 65250

Brockport
30

Hilton
20

Pittsford
60

Item Number: 65255

Pittsford
60

Item Number: 65305

SP-Tran Dept
4

Item Number: 65310

SP-Tran Dept
4

Item Number: 65320

SP-Tran Dept
4