

Marcellus Central School District
2 Reed Parkway
Marcellus, New York 13108
TELEPHONE: (315) 673-6001

Bidder's Instructions

1. Read all documents contained in the bid specifications package.
 - Notice to Bidders
 - General Conditions
 - Special Conditions
 - Specifications
2. Bidders are responsible for submitting their bid to the appropriate location at, or prior to, the designated time in the Notice to Bidders. No bid will be accepted after that designated time. It is suggested, but not necessary, that overnight delivery services be used to submit bid. Delay in mail delivery is not an exception to the deadline for receipt of bid.
3. Bidders shall indicate on the envelope containing their sealed bid, the following information:
 - a. Name and number of bid: Marcellus Central School District Cafeteria Bid #MB 8-25-16
 - b. Date and time of bid opening: August 25, 2016 at 2:00 p.m.
 - c. Your company's name and address
4. Vendors must return two copies the following signed and dated documents, along with a hardcopy of the bid proposal pricing available on our website:
 - a. <http://www.marcellusschools.org/teacherpage.cfm?teacher=1621>
 - Pricing Spreadsheets – (submit 2 copies)
 - Bidder's Information Sheet – Appendix A (submit 2 copies)
 - Non-Collusion Statement/Bid Proposal Certification – Appendix B (submit 2 copies)
 - Non-Bidders Response (if applicable) – Appendix C
 - Bidder's Acknowledgement of Terms and Conditions – Appendix D (submit 2 copies)
 - Bidder's Exclusion Page – Appendix E (submit 2 copies)
5. Questions/Clarification: Limited requests for clarification or additional information regarding this bid are to be submitted in writing prior to the bid opening. Verbal questions will not be entertained. Questions may be submitted via email at least five (5) days prior to the date fixed for the bid opening. Questions or requests for item clarification regarding this bid may be emailed to: Patricia Grogan, Food Service Director, at pgrogan@marcellusschools.org

Marcellus Central School District NOTICE TO BIDDERS

The Board of Education of the Marcellus Central School District, in accordance with Section 103 of Article 5-A of the General Municipal Law and Article 119-O of the General Municipal Law, will receive bids on:

Marcellus Central School District
Cafeteria Bid #MB 8-25-16

for Marcellus Central School District, Marcellus, NY 13108.

Sealed bids will be received until 2:00 p.m. on the 8th of August, 2016 at the Business Office of the Marcellus Central School District, 2 Reed Parkway, Marcellus, New York 13108 at which time and place they will be publicly opened. The Board of Education reserves the right to reject any or all bids in whole or in part. The Board of Education reserves the right to waive any informality in or to reject any or all bids, or to accept any bid which, in the opinion of the Board, will be in the best interest of the School District.

Any bid accepted will be binding from August 31, 2016 through January 31, 2017. Bid forms and specifications are available and may be obtained at the Business Office Monday through Friday between 8:00 a.m. and 4:00 p.m., except holidays.

All bid documents are available by going to:

<http://www.marcellusschools.org/teacherpage.cfm?teacher=1621>.

For a bid to be considered for engagement, the bid offer form shall be filled out along with a signed hard copy of the Non-Collusion Statement/Bid Proposal Certifications, any additional required bid documents and a printed version of the bid offer form in a sealed envelope to:

Anthony Sonnacchio
School Business Administrator
Marcellus CSD
2 Reed Parkway
Marcellus, New York 13108

Additionally, the following must appear on the outside of the sealed envelope:

Marcellus Central School District Cafeteria Bid # MB 8-25-16
Due by: 2:00 p.m. on August 25, 2016

Bids received after the designated time or date indicated, will be returned unopened. Delay in mail delivery is not an exception to the receipt of the bid. Emailed, fax, or bids sent by electronic format will NOT be accepted.

Marcellus Central School District

GENERAL CONDITIONS

(For the purchase of goods & services)

All Bids issued by the above named School District will bind Vendors and Successful Vendors to the conditions and requirements set forth in these General Conditions, and such Conditions shall form an integral part of each Contract awarded by the School District.

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

Where the terms "bid" or "bids" are used in these documents, the bidder understands that the terms "proposal" or "proposals" could be used to replace "bid" or "bids" and be used interchangeably depending on the scope and nature of this solicitation.

DEFINITIONS

"School District"	The legal designation of the district.
"Notice to Bidders"	A formal statement which, when issued by the School District, constitutes a Solicitation for Bids on the products and/or services described by the Specifications.
"Board"	The Board of Education of the School District.
"Bid"	An offer to furnish products and/or services in accordance with the Notice to Bidders, the General Conditions, Detailed Instructions, Specifications, and Bid.
"Offer"	The form on which the Vendor submits a Proposal.
"Vendor"	Any individual, company, or corporation submitting a Bid.
"Contract"	A notice to the Successful Vendor by the issuance of a Purchase Order; also all documents relating to the transaction, including but not limited to: the Offer of the Successful Vendor, Notice to Bidders, General Information, General Conditions, Detailed Instructions, Specifications, Notice Of Award, Bid; also a formal document signed by the Successful Bidder and the School District representative.
"Successful Vendor"	Any Vendor to whom an Award is made by the School District.
"Contractor"	Any Vendor to whom a Contract is made by the Board of Education.
"Specification"	Description of products and/or services and the conditions for its purchase.

BIDS

1. The date, time, and place of Bid opening will be given in the Notice to Bidders.
2. All Bids must be submitted on Bid offer forms and in accordance with instructions provided by the Board.
3. All Bids received after the time stated in the Notice to Bidders will not be considered and will be returned unopened to the Vendor. The Vendor 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 Vendor assumes responsibility for having the Bid deposited on time at the place specified.
4. All information required by the Notice to Bidders, General Conditions, Special Conditions, Specifications, and Bid, in connection with each item against which a Bid is submitted, must be given to constitute a regular Bid.
5. The Non-Collusive Bidding Certification must be included with each Bid as required by General Municipal Law, section 103-d.

6. The submission of a Bid will be construed to mean the Vendor is fully informed as to the extent and character of the products and/or services required and a representation that the Vendor can furnish the products and/or services satisfactorily in complete compliance with the Specifications.
7. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the Specifications must be set forth in space provided in the Bid for this purpose.
8. Prices and information required should be typewritten for legibility. Illegible or vague Bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
9. The quantities for each Bid are indefinite, but estimates given in the Specifications reflect anticipated requirements. The Contract, however, shall be for the quantities actually ordered during the contract period. The Contractor must furnish all the quantities actually ordered.
10. Sales to School Districts are not affected by any fair trade agreements (General Business Law, sec. 369-a, sub. 3).
11. No charge will be allowed for Federal, State, or municipal sales and excise taxes since the School District is exempt from such taxes. Prices shall be net delivery location and shall not include the amount of any such taxes.
12. In all Specifications, the words "or equal" are understood after each article, or on any patented article. The decision of the School District as to whether an alternate or substitution is in fact "equal" shall be final. If Bids are submitted on items other than those specified, the Vendor must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of the item proposed to furnish. Otherwise, the Bid will be construed as submitted on the identical item as specified.
13. Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise specified.
14. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.
15. When bids are requested on a lump sum basis, vendor must bid on each item in the lump sum group. A vendor desiring to bid "no charge" on an item in a group must so indicate; otherwise bid for the group may be rejected.
16. 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.
17. Bid pricing must include all shipping, handling, freight, delivery and other distribution charges to the participating "ship-to" locations.
18. The vendor must insert the price per unit and the extensions, if applicable, 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.
19. 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.
20. All bids must be sealed. Otherwise, plain, opaque envelopes may be used, clearly marked "Bid" with the bid name, Marcellus School District Bid/Proposal #, and the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Envelopes must be clearly marked. Follow instructions included in the bid. Bids must not be attached to or enclosed in packages containing bid samples. Telephoned quotations or amendments will not be accepted at any time. Emailed, fax, or bids sent by electronic format will NOT be accepted.
21. 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. Addenda may be

sent/communicated to bidders either via hardcopy mail or in electronic format. All addenda so issued shall become a part of the contract documents.

22. 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/her contract, such agreement to be executed by the bidder within 15 days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the school district. The performance bond shall be executed by the successful bidder at the time of the execution of the contract by the successful bidder and the board.

SAMPLES

23. 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.
24. The school district reserves the right to request a representative sample of the products and/or services 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.
25. Samples, when requested, must be delivered prior to the bid opening and in accordance with the school district's instructions; otherwise, a vendor's bid may not be considered for award. 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 testing. Award samples may be held for comparison with deliveries.
26. 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/her expense.
27. Samples not removed within fifteen (15) calendar days from date of formal written notice (by letter or electronic communication) by the school district to the bidder will be deemed as having been abandoned by the vendor and become property of the school district. School District reserves the right to dispose of samples appropriately and/or keep such materials as its own property. Bid participants will not assume any liability that may occur from the disposal of such items.
28. 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, specification, etc.

AWARD

29. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
30. The School District reserves the right to cancel any or all items not delivered within thirty (30) business days of receipt of purchase orders.
31. 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 New York State, New York State County, or other Federal/Municipal contracts, where appropriate to do so under law, if such items can be obtained on the same terms, conditions, specifications, and at a lower price.

32. 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.
33. Where a bidder is requested to submit a bid on individual item and also on a total sum or sums, the right is reserved to award contracts on individual items, group of items, or on total sums basis, whichever is in the best interests of the school districts.
34. 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.) A formal coin toss will be done to determine the winner for these bid items. Vendors are afforded the opportunity to attend the coin toss. While it is not required that a vendor attend, they are encouraged to do so, if possible. The winner of the coin toss will be named the prime source of supply under the bid award. The unsuccessful vendor will be considered a back-up source of supply under the bid award for this item, in the event the prime source of supply awarded vendor is unable to meet their obligations under the terms and conditions of the bid award. Designation of which vendor is "heads" and which is "tails" was done alphabetically.

CONTRACT

35. 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/her part to furnish and deliver at the prices and in accordance with the conditions of his/her 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.
36. Vendors should ensure accuracy in figures prior to submission. If a Vendor discovers a mistake in an item in their Bid award and wants that item award rescinded after it has been awarded, the School District reserves the right to rescind the entire award and the Vendor's responsibility may be questioned for future Bids.
37. The Successful Vendor is responsible for reviewing the Notice of Award or Purchase Order for errors. Any clerical errors in the Award must be forwarded, in writing, to the Office of the School Business Administrator within five (5) working days of the Notification of Award. No corrections will be made beyond that date. If clerical errors discovered are too late to be corrected, a "no award" will be issued on those affected products and/or services. The products and/or services will be re-bid or quoted at a later date.
38. Any and all Awards resulting from this Bid shall be final and shall be for the complete term of the Contract. No rescinding of Awards will be made because of Vendor error or inability to supply a product and/or service.
39. The placing in the mail or electronic notification of a Notice of Award or Purchase Order to a Successful Vendor, to the address or e-mail given in the Bid, will be considered sufficient notice of acceptance of Contract.
40. Buy Against Clause: – School District may immediately purchase products in the open market if the awarded bidder fails to deliver within the time specified, or fails to make replacements of items deemed unacceptable by the participating district. The School District reserves the right to authorize immediate purchase from other sources against late deliveries and rejections on any contract when necessary. On all such purchases the successful bidder(s) agrees to reimburse the school district promptly, or deduct from their current balance owed, if applicable, for excess cost occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference.
41. Termination of the contract can be made on the anniversary date of the bid award by either the vendor or School District upon thirty (30) day written notice to the other party.
42. Marcellus Central School District reserves the right to terminate portions of the bid awarded to the vendor(s) due to non-performance at any time during the contract period without Thirty (30) day written notification.
43. A Contract may be cancelled at the Successful Vendor's expense upon non-performance of Contract.
44. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals up to the maximum period of time as defined by law.

45. Rejected materials, equipment, or supplies must be removed from school district premises by the successful bidder within ten (10) days of formal written, electronic, or verbal notification. Items rejected still located on school district premises after the ten (10) days will be regarded as being abandoned property. The School District shall have the right to dispose of abandoned property or keep such property as its own property.
46. No items are to be shipped or delivered until receipt of an official purchase order from the school district.
47. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract on 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.

GUARANTEES BY THE SUCCESSFUL BIDDER

48. 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 damages of any kind for which he/she or his/her 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.
- (d) That all deliveries will be equal to the accepted bid sample.
- (e) That 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 up to one (1) year parts and labor from date of delivery. A manufacturer's standard warranty period will be accepted. Documentation detailing the manufacturer's standard warranty period/timeframe must be provided with the vendor's bid submission. 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.

- (f) That all products delivered and installed are asbestos and lead free.

SAVINGS CLAUSE

The Successful Vendor shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the Successful Vendor and which by the exercise of reasonable diligence is unable to prevent.

DELIVERY

49. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on an order, it will be interpreted to mean prompt delivery. The interpretation of the school district as to reasonable compliance with delivery term shall be final.
50. The school district will not schedule any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency.
51. 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.

52. 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.
53. 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 instruction or the agent for the school district. The successful bidder will be required to furnish proof of delivery in every instance.
54. Unloading, placing and/or installation of equipment and furniture are the responsibility of the successful vendor. The school district will not accept responsibility for assisting the vendor with, or directly performing the unloading, placing and/or installation of equipment and furniture. The bidder is responsible for notifying their transportation staff or any contracted transportation companies used accordingly. Any costs or hardship incurred by the district because of the vendor's failure to comply with this requirement is the responsibility of the awarded vendor. On all such purchases the successful vendor agrees to reimburse the school district promptly, or deduct from their current balance owed, if applicable, for excess cost occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference.
55. 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

PAYMENTS

56. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.
57. Payment will be made only after correct presentation of claim form or invoices as may be required.
58. 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.
59. Vendor pricing to the school district must include all freight charges and inside delivery at the location(s) specified and any installation costs, if applicable.

OTHER

60. Marcellus School District officially distributes bidding documents from the Business Office. Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from the Marcellus School District Business Office are guaranteed to receive addendum information, if such information is issued.
61. In addition to the General Conditions, the following Special Conditions & specifications listed below and on the bidders pricing response sheet must also be met. In the event of conflict between the General and Special Conditions, the Special Conditions shall control.
62. **NON-FUNDING TERMINATION:** The School District shall have the right to terminate individual orders without further obligation as of the end of the then current fiscal year in the event that School District fails to get a budgetary appropriation for the continuation of individual orders for any subsequent fiscal year. School District shall give bidder written notice of termination at least sixty (60) days prior to the end of the then current fiscal year. This contract shall be deemed executor only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any legal or moral obligation to request, appropriate or make available monies for the purpose of this contract.

63. Any vendor listed exception(s) in regards to a bid specification will be identified, reviewed, and taken into consideration by Marcellus Central School District as part of the bid award process, and/or for purposes of determining that vendor's ability to serve bid participants in a responsible manner.
64. At the time of bid submission, any known item(s) listed on the "Bidder's Response Sheet" that can be identified as being a potential "Special" or "Custom" order must be clearly identified as such. Vendors must also indicate, if need be, any special procedures that would be required on the part of Marcellus Central School District in the procurement of such items.
65. The awarded vendor will notify Marcellus Central School District within forty-eight (48) hours from the time the order is placed with the vendor if an item(s) is a "Special" or "Custom" order.
66. No substitutions of any bid items will be permitted without first having obtained the prior written/verbal consent of Marcellus Central School District. Should Marcellus Central School District approve a substitute item to be delivered, the vendor will Marcellus Central School District either the lower of the (1) the current bid price, assuming the substitute item is more expensive than the bid item, or (2) the current price of the substitute item, assuming it is less expensive than the bid price.
67. Iran Divestment Act: By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers' Pursuant to The New York State Iran Divestment Act of 2013" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, Marcellus Central School District receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, Marcellus Central School District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Marcellus Central School District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default. Marcellus Central School District reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, 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.

68. MACBRIDE PRINCIPLES: Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Law in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the school district reserves all rights to take remedial measures as authorized under law, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.

STANDARD AGREEMENT CLAUSES

The successful Bidder will be required to enter into a written service agreement for services that incorporates the terms and conditions of this Bid, including the following minimum terms and conditions. The submission of a response to this Bid indicates the Proposer agrees to the following terms and conditions for professional services. The District reserves the right to include additional topics in the final agreement with the successful Proposer and to make changes to the following clauses.

- A. **Compliance with Law and Standard Practices:** The Bidder shall perform its obligations hereunder in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements.
- B. **Statutory Compliance:** The Bidder covenants and agrees to comply in all respects with all federal, state and local laws and ordinances regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.

- C. Assignment or Subletting of Contract: The Bidder may not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or its responsibility to perform under this Agreement or its right, title or interest in and/or to the same, nor any monies which are or will become due on and payable to it thereunder, nor the power to execute such Agreement to any other person or corporation without the prior express written consent of the District.
- D. Indemnification: The Bidder will indemnify, defend with competent counsel and hold harmless the District, its officers, agents and employees from and against any judgment or award and any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law or equity caused or sustained by or because of any omission of duty, negligence or intentional wrongful act on the part of the Proposer, its employees or agents, including subcontractors, in connection with this Agreement to the extent the Proposer is adjudged to be liable for such judgment or award or claim.
- E. Service Agreement Modifications: This Agreement represents the entire and integrated agreement between the District and the Proposer and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the District and the Proposer.
- All verbal clarifications, changes, or modifications of the scope or details in the work are to be followed up with written verification and agreement by both parties. The District reserves the right of final interpretation of any clarifications or modifications relative to the Agreement.
- F. Severability: If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- G. Conflict of Interest: The Bidder hereby covenants and agrees that no member of the Board or other District officer or employee forbidden by law to be interested in this Agreement will directly or indirectly benefit therefore.
- H. Independent Contractors: The District and the Bidder are independent contractors and shall have no other relationship. Neither party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.
- I. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any litigation or other proceeding arising under this Agreement shall be commenced in a court of appropriate subject matter jurisdiction in the State of New York with venue in Onondaga County.
- J. Compliance with District Regulations: The Bidder shall cause all persons performing work pursuant to this Agreement to comply with all instructions pertaining to conduct and building regulations issued by the District. All such persons shall wear readily visible identification that is satisfactory to the District. The District may promulgate and modify from time to time rules and regulations relating to conduct as the District, in its sole discretion, may determine, and the Bidder shall cause all persons performing work to comply with them.
- K. Confidential Information: The Bidder shall itself, and shall also cause all such persons providing services under this Agreement to preserve and protect all confidential information of the District to which they may have access during the performance of work under this Agreement.
- L. Insurance: No Proposer shall commence work under this agreement until it has obtained all required insurance and such insurance has been approved by the District, nor shall the contractor allow any subcontractor to commence any work on the subcontract until all similar insurance required by the subcontractor has been obtained and approved. Approval of the insurance by the District shall not relieve or decrease the liability of each contractor. The vendor will not be protected under any school district insurance policies.

Marcellus Central School District

SPECIAL CONDITIONS

1. The Marcellus Central School District will receive bids for:

Marcellus Central School District Cafeteria

Bid # MB 8-25-16

in the Business Office at Marcellus Central School District Offices, 2 Reed Parkway, Marcellus, New York 13108 at the date and time stated in the Notice to Bidders.

2. Vendors are invited to bid as outlined on page 2 (Notice to Bidders). Bids are advertised and bid sheets are made available for pick-up at the Marcellus Central School Business Office. They are to be returned as outlined on page 2 (Notice to Bidders).
3. Bid Pricing will remain firm during the contract period – August 31, 2016 through January 31, 2017.
4. Award: It is the intention of Marcellus Central School District at this time to recommend awarding this bid on a line item basis. Marcellus Central School District, acting in its best interest reserves the right to award the bid on a group of items or in total/aggregate basis.
5. Exceptions to any of items listed in this bid package must be noted on the “Bidder’s Exclusion” page.
6. “Or Equal”: In all specifications, the words “or equal” are understood after each item. The decision of Marcellus Central School District as to whether an alternate or substitution is, in fact, “equal” shall be final. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the item and detailed specification of the item he or she proposes to furnish. The bid will otherwise be construed as being submitted on the identical item as specified.
7. No charge will be allowed for federal, state or municipal sales and excise taxes from which the Board is exempt. Bid pricing submitted by vendors also will not reflect or include any such taxes. Exemption certificates will be furnished directly by Marcellus Central School District.
8. The submission of a bid/proposal will be construed as an indication that the bidder is fully informed as to the extent and character of the supplies required and can furnish the supplies satisfactorily to the extent of the specifications.
9. Descriptive Literature: Proposals to furnish an item of manufacture other than that specified must be accompanied by the name of the manufacturer, brand name, catalog number, cuts, prints, illustrations or photographs showing full details and supplemented with complete information as to how the items differ from that specified.
10. All literature must be clearly marked to reference the item, as found in the bid sheet.

NOTE: Bids that do not contain clearly marked literature and complete information detailing how the items differ from that specified may not be considered for award.
11. All quantities are estimated for the period August 31, 2016 through January 31, 2017. Note that these estimates do not constitute a guarantee to purchase.
12. All Materials included in this bid are to be purchased as needed by participants during the period from August 31, 2016 through January 31, 2017.
13. Prices are to be Free on Board (F.O.B) delivery location. A list of participating delivery locations is included with this bid package.
14. Bid price must include all fees (i.e. hazardous material handling, transportation and delivery, maintenance, re-qualification, and other industry related charges). No additional line items charges of any kind will be permitted.

15. All bid quotations must include freight charges and inside delivery to the participant location specified and any installation costs, if applicable, except as otherwise stated in this invitation to bid. Quantities listed are estimates only. Actual quantities may be less or greater than listed.
16. Marcellus Central School District reserves the right to reject any or all bids, to waive such informalities or to accept equivalent bids where it is determined to be in the best interest of the Marcellus Central School District.
17. Complaints: Both participants and vendors will submit all complaints in writing to the appropriate party(s) within four (4) days of any occurrence. The Marcellus Central School District Business Office will maintain a file of all complaints that are submitted from both the vendor and Marcellus Central School District.
18. All bid proposals shall be binding from August 31, 2016 through January 31, 2017, except where it is specifically excluded in writing by the bidder in the original bid submission.
19. The Marcellus Central School District reserves the right to request reports from the awarded vendor(s) of quantities purchased for specific items under this bid or if need be previous bids. Although it is not mandatory Marcellus Central School District prefers to receive such reporting in an electronic format (MS Word, Excel, etc.).
20. Insurance - Vendors shall maintain adequate insurance to protect them from all claims under the Workers' Compensation Act. If requested, a Certificate of Insurance shall be submitted verifying Liability and Commercial Automobile Insurance coverage.
21. Safety Data Sheets (SDS) must accompany every shipment for all items having an established SDS, as set forth by the New York State Right to Know Law enacted in 1970, and the Federal Hazard Communications Standard enacted in 1983. Vendors not supplying SDS sheets may be declared an unresponsive bidder for future bids.
22. Safety Data Sheets shall also be sent on shipments of products containing known hazardous and/or toxic substances.

Marcellus Central School District

Please see the enclosed spreadsheet for Specifications and Bid Pricing List

This spreadsheet is available online on our website:

<http://www.marcellusschools.org/teacherpage.cfm?teacher=1621>

Marcellus Central School District

Bidder's Information Sheet

Name of Bidder: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Contact Person: _____

Website: _____

Anthony Sonnacchio, School Business Administrator

Marcellus School District

2 Reed Parkway

Marcellus, NY 13108

asonnacchio@marcellusschools.org

**NON-COLLUSION STATEMENT/
 BID PROPOSAL CERTIFICATIONS**

Firm Name: _____

Business Address: _____

Telephone Number: _____ Date of Bid: _____

I. General Bid Certification

The bidder certifies that he/she will furnish, the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Non-collusive Proposal 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-collusion 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 his 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 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 1(a).

2. Any bidder 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 good sold or to be sold, where competitive bidding is required by stature, rule, regulation or local law, and where such bid contains the certification referred to in subdivision 1 of the section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Authorized Signature _____

Title _____

Marcellus Central School District
NON-BIDDERS RESPONSE

BID NAME: _____

BID NUMBER: _____

The Marcellus School District is interested in the reasons why prospective bidders choose not to submit bids. If you are NOT submitting a bid in this proposal, please indicate the reason(s) by checking off one or more of the items below and return this form to us.

- _____ 1. Unable to bid at this time, but would like to receive future bid proposals.
- _____ 2. Items or materials are not manufactured by us or not available to our company.
- _____ 3. Materials or items we have to offer do not fully meet all the requirements of standards specified.
- _____ 4. Multiplicity of delivery or service points.
- _____ 5. Delivery quantities are too small.
- _____ 6. We cannot meet the time of delivery of item or materials specified.
- _____ 7. Insufficient time allowed for preparation and submission of bid.
- _____ 8. Specifications not clearly understood or applicable (too vague, too rigid, etc.)
- _____ 9. Other reasons:

10. You may remove our name from the bid list for:

- _____ This commodity group
- _____ This item or material
- _____ All bids

Company: _____

Address: _____

Authorized Signature: _____

Date: _____

Marcellus Central School District
Bidder's Acknowledgement of Terms and Conditions

The Board of Education reserves the right to award bid by total, group or individual items, whichever is in the best interest of the Marcellus Central School District.

By signing below and submitting this bid for consideration by the Marcellus Central School District, the vendor acknowledges that he/she has read, understood and agreed to all aspects of the General & Special Conditions, all appendices, the Iran Divestment Act and the Bidder's response sheet as presented without reservation or alteration. The bidder, bidder's affiliates, and any other agency that intercedes on the bidder's behalf also agrees to hold Marcellus Central School District harmless and not responsible for any hardship that can or potentially could be caused, and subsequently impacts the bidder(s), as a result of this bid.

Authorized Signature

Print Name

Marcellus Central School District
BIDDER'S EXCLUSIONS PAGE

Please list any and all exceptions to the bid term and conditions, if applicable. Return this page with your bid Form. Attach additional pages, if necessary.

AUTHORIZED SIGNATURE: _____

DATE: _____