

NOTICE AND GENERAL INSTRUCTIONS FOR BIDDERS

INTENTION

It is the intention of the Phoenix Central School District to purchase Mower for the Phoenix Central School District.

Bids must be addressed to Phoenix Central Schools, Karl Seckner, Business Official, 116 Volney Street, Phoenix, NY, 13135. Bids must be in a **sealed** envelope, plainly marked:

John Deere Mower

BID INFORMATION

1. All bids must be received by the following date and time, and at the following location:

Date of opening: May 1, 2017
Time: 12:00 Noon
Location: Phoenix Central School District
Business Office
116 Volney Street
Phoenix, NY 13135

2. Bid delivery and contact information:

ATTN: Karl J. Seckner, Business Official
Phoenix Central School District
116 Volney Street
Phoenix, NY 13135
(315) 695-1574

3. The District reserves the right to award bids by total, group or individual items.
4. All bids must be submitted on and in accordance with instructions provided herein.
5. Substitutions are not permitted unless otherwise specified in the bid document. Any decision by the District deeming substitutions unqualified are final.
6. All bids received after the time stated in the Notice to Bidders will not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
7. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, equipment, or services required and a representation that the bidder can furnish the supplies, materials, equipment, or services satisfactorily in complete compliance with the specifications.
8. Prices and information required must be legible. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.

9. For purchases or services provided directly to the school, no charge will be allowed for federal, state, or municipal sales and excise taxes since the school district is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax.
10. Bidder must insert the price per unit and the extensions against each item in the bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
11. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
12. All bids must be sealed and submitted either in plain, opaque, envelopes, or in those furnished by the school district. Bid envelopes must be clearly marked "Mower". Bids must not be attached to, or enclosed in, packages containing samples. Telephone quotations or amendments will not be accepted.
13. 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 bid document.

AWARD

14. Award will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, supplies or services to be furnished, their conformity with the specifications, the purposes for which required, and the terms of the delivery.
15. 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 waiver technical defects, qualifications, irregularities, and omissions if in its judgment the best interest of the district will be served. Also, reserved is the right to reject bids and to purchase items on State or County contract if such items can be obtained on the same terms, conditions, specifications, and at a lower price.
16. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award contracts on individual items or on total sums.
17. If two or more bidders submit identical bids as to price, the decision of the District to award a contract to one of such identical bidders shall be final.

CONTRACT

18. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of the bid.
19. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the school district, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the school district, the school district may purchase from other sources to take the place of the item rejected or not delivered. The

school district reserves the right to authorize immediate purchase from other sources against rejection on any contract when necessary.

20. A contract may be canceled for non-performance.
21. No items are to be shipped or delivered until receipt of an official purchase order from the school district.
22. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or their right, title or interest therein, or their 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

23. The successful bidder guarantees:
 - a. Their products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
 - b. That their services will be provided in the time specified.
 - c. That the equipment or furniture delivered is standard, new, latest model or 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.
 - d. 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 replacement 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 & INSTALLATION

24. Delivery must be made in accordance with the proposal and specifications. The decision of the school district as to reasonable compliance with delivery terms shall be final.
25. The school district will not accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency repair.
26. Items shall be securely and properly packed for shipment, storage and stocking in shipping containers according to accepted commercial practice, without extra charge for packing cases, baling or sacks.
27. The successful bidder shall be responsible for delivery of items in good condition at point of destination. They 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.
28. 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.
29. Bid price shall include cost for freight, delivery, set in place, installation & hook up to the point where equipment is ready for use by the district.

PAYMENTS

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

SAVING CLAUSE

33. The successful bidder shall not be held responsible for any delays caused by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which, by the exercise of reasonable diligence they are unable to prevent.

NON-COLLUSION BIDDING CERTIFICATION (REQUIRED)

By submission of this bid or proposal, the bidder certifies that:

- (a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- (b) The bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;
- (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as to the person signing in its behalf;
- (e) That attached hereto (if a corporate bidder is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

Printed Name

Title

Signed

RESOLUTION – (FOR CORPORATE BIDDERS ONLY)

Resolved that _____ be authorized to sign and submit the bid proposal of this corporation for the following project _____ and to include in such bid or proposal the certificate as to non-collusion required by Section one hundred-three-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ Corporation at a meeting of its Board of Directors held on _____ day of _____, 20____, And is still in full force and effect on this _____ day of _____, 20____.

(Secretary)

(SEAL OF THE CORPORATION)

DO NOT SEPARATE THESE SHEETS

**BOARD OF EDUCATION
Central School District #1
Towns of Schroepel, Palermo,
Granby, Volney and Hastings
in Oswego County and Towns of
Clay and Lysander in Onondaga County**

Popularly known as PHOENIX CENTRAL SCHOOL DISTRICT

Bid Purpose: Mower

In accordance with the provision of Section 103 of the General Municipal Law, an advertisement for bids was published in the "SYRACUSE NEWSPAPERS" on April 20, 2017. As stated in such notice, bids will be publicly opened and read in the District Office of Phoenix Central Schools, 116 Volney Street, Phoenix, New York, on May 1, 2017 at 12:00 noon.

PLEASE COMPLETE THE FOLLOWING INFORMATION:

NAME OF BIDDER _____
(Company or Individual if Sole Proprietorship)

COMPANY CONTACT _____
(Officer, Purchasing Agent, etc.)

ADDRESS OF BIDDER _____
Street

City

State **Zip**

TELEPHONE NUMBER (____) _____ - _____

SIGNATURE OF REPRESENTATIVE _____

Bid Specification/ Standard Sheet

Item #	Description	Quantity	Price per Unit	Total Price
John Deere 0911TC	John Deere Z997R Diesel W72 in. gauge side discharge PRO	1	\$ _____	\$ _____
001A 2011	US/Canada comfort adjust suspension seat and armrests	1	\$ _____	\$ _____
0776 TC	14 Bushel Dump from seat material collection system for Z997 60/72 in. side discharge Diesel Z TRAK mower	1	\$ _____	\$ _____
3406	Attaching parts for 72 In. 7-iron PRO Deck	1	\$ _____	\$ _____
3500	7-iron blower for 7- iron PRO & 7-iron PRO Mulch-on- Demand Decks	1	\$ _____	\$ _____
Total Package Price				\$ _____

Additional Pricing Information

IMPORTANT: Bid price shall include cost for freight, delivery, set-in-place, installation & hook up to the point where equipment is ready for use by the district.

Legal Advertisement – Diesel Mower

The Phoenix Central School District is accepting bids for the purchase of John Deere Diesel Mower. Bids will be accepted through 12:00 Noon on Monday, May 1, 2017, at which time bids will be opened and publicly read. Bid packets can be located at the District website at www.Phoenixcsd.org. Inquiries can be directed to Karl Seckner, Purchasing Agent at the District Office, 116 Volney Street, Phoenix, NY 13135 or via telephone at 315-695-1574.