

**BID SPECIFICATION FOR  
SAND AND SALT MIXTURE FOR ICE AND SNOW REMOVAL  
BID #18/19-07**

**FOR**

**BRENTWOOD UNION FREE SCHOOL DISTRICT  
BRENTWOOD, NEW YORK**

**DATED: July 6, 2018**

**BRENTWOOD UNION FREE SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
ADMINISTRATION BUILDING  
BRENTWOOD, NEW YORK 11717  
TELEPHONE : (631) 434-2227  
FAX: (631) 434-2528**

BRENTWOOD UNION FREE SCHOOL DISTRICT  
52 THIRD AVENUE  
BRENTWOOD, NY 11717

NOTICE TO BIDDERS

The Board of Education of Brentwood Union Free School District of the Town of Islip, County of Suffolk, (in accordance with Section 103 of Article 5-A of the General Municipal Law) hereby invites the submission of sealed bids on:

Bid Number: 18/19-07 Sand and Salt Mixture for Ice and Snow Removal

Bids will be received until: 2:30 p.m. on the 27th day of September 2018 at the Purchasing Department, located in the Administration Building, 52 Third Avenue, Brentwood, New York at which time and place all bids will be publicly opened and available for inspection. Specifications and bid forms may be obtained at the same office. The Board of Education reserves the right to waive any informalities in the bids, or to reject all bids, or to accept any bid which in the opinion of the Board of Education will be in the best interests of the School District.

BOARD OF EDUCATION  
Brentwood Union Free School District  
Town of Islip  
Brentwood, L.I., New York

BY: \_\_\_\_\_  
Frank J. Hark  
Purchasing Agent

ADVERTISED: LONG ISLAND BUSINESS NEWS  
September 14, 2018

# BRENTWOOD PUBLIC SCHOOLS

## BIDDER'S CHECK LIST

All bidders are requested to review the following checklist before submitting their bid.

- 1. Has "Disclosure Form" been properly filled out and included?
- 2. Has "Non-Collusive Bidding Certification" been properly filled out and included?
- 3. Has Iran Divestment Act Certification Form been filled out and included?
- 4. Have "General Conditions" been read and understood?  
(bidders retain for your records)
- 5. Has bid security been included: (Reference item No. 20)
- 6. Have prices been properly entered on the enclosed CD?
- 7. Have special instructions (addendum to bid, if any) been considered in price?
- 8. Has name of bid and time of opening been marked on outside of envelope?

*Bidders are advised to retain this form for their records*

*Lmk:*

Felicio Administration Bldg.  
 52 Thrid Avenue  
 Brentwood, New York 117174651  
 (631)434-2227  
 FAX (631) 434-2528

**Disclosure**

This form must be completed by vendors (including, but not limited to, individuals, corporations, and partnerships) providing services/materials to Brentwood Union Free School District (BUFSD). If this form is being completed in anticipation of a possible bid award, each bidder must complete this form and include it with the bid submission.

		Yes	No
1	Are you a family member of any BUFSD employee or BUFSD Board member?	<input type="radio"/>	<input type="radio"/>
2	Is any BUFSD employee or BUFSD Board member a member or employee of your firm, partnership, or association?	<input type="radio"/>	<input type="radio"/>
3	Is any BUFSD employee or BUFSD Board member or an officer, director, or employee of your corporation	<input type="radio"/>	<input type="radio"/>
4	Does any BUFSD employee or BUFSD Board member directly or indirectly control stock in your corporation	<input type="radio"/>	<input type="radio"/>

If you answered "Yes" to any of the above questions, please indicate the employee's name and position with BUFSD or the name of the BUFSD Board Member.

\_\_\_\_\_  
 Name of BUFSD Employee or Board Member

\_\_\_\_\_  
 Position with BUFSD

Please list all officers, directors, and principals (such as owners and partners) of the vendor. In the case of corporations, shareholders owning or controlling five percent (5%) or more of the outstanding stock must be listed.

Name

Title

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned affirms that the above information is true to the best of his/her knowledge and understands that any false statement constitutes a violation of the Penal law and/or General Municipal Law, as applicable.

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

**NON-COLLUSIVE PROPOSAL/BID CERTIFICATION**

By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or competitor.
2. Unless otherwise by law, the prices which have been quoted in this proposal 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.

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

**RESOLUTION – For corporate bidders only**

Resolved that \_\_\_\_\_ be authorized to sign and submit the

Bid or proposal of this corporation for the following project (describe project) \_\_\_\_\_

\_\_\_\_\_

The certification as to non-collusion required by Section 103 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.

(SEAL OF THE CORPORATION)

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

### IRAN DIVESTMENT ACT COMPLIANCE RIDER

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the District, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL § 165-a and GML § 103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services.

**A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.**

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the SFL. In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The district may award a bid to a bidder who cannot make the certificate on a case by case basis if:

- (1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The District makes a determination that the goods or services are necessary for the District to perform its functions and that, absent an exemption, the District 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.

**CERTIFICATION**

**IRAN DIVESTMENT ACT OF 2012**

As a result of the Iran Divestment Act of 2013 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), § 165-a and General Municipal Law (GML) § 103-g effective April 12, 2012. Under the act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL §165-a(3)(b) and GML § 103-g, the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Proposer is advised that once the list is posted on the OGS website, any proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

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

BUFSD reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award 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.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

BRENTWOOD UNION FREE SCHOOL DISTRICT  
TOWN OF ISLIP - SUFFOLK COUNTY  
STATE OF NEW YORK

**GENERAL CONDITIONS**

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

All invitations to bid issued by the above named School District will bind bidders and successful bidders to the conditions and requirements set forth, in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the School District.

**DEFINITIONS**

<b>"School District"</b>	- shall be the legal designation of the district.
<b>"Board"</b>	- The Board of Education of the school district.
<b>"Bid"</b>	- an offer to furnish materials, supplies, and/or equipment in accordance with the invitation to bid, the general conditions, and the specifications.
<b>"Bid Offer"</b>	- the form on which the bidder submits his bid.
<b>"Bidder"</b>	- any individual, company, or corporation submitting a bid.
<b>"Successful bidder"</b>	- any bidder to whom an award is made by the school district.
<b>"Specification"</b>	- description of materials, supplies, and/or equipment and the conditions for its purchase.

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**BIDS**

1. The date and time of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on and in accordance with forms provided by the Board.
3. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the 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 required by Notice to Bidders, Specifications, and Bid Offer, in connection with each item against which a bid is sub-mitted, must be given to constitute a regular bid.
5. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
6. Alternate bids and deviations from specifications must be set forth in space above printed specifications.
7. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
8. Sales to school districts are not affected by any fair trade agreements. (General Business Law, Ch. 39, Sec. 369-a, Sub. 3, L. 1941)
9. No charge will be allowed- for federal, state, or municipal sales and excise taxes since the school district is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
10. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the school district as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specification of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.
11. Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise specified.
12. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.
13. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise bid for the group may be rejected.
14. All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.
15. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.



16. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
17. Under penalty of perjury the bidder certifies that:
  - a. The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids,
  - b. The contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid, and
  - c. A non-collusive bidding certification must be submitted with each bid and may not be submitted at a later date.
18. All bids must be sealed. They may be submitted either in plain or opaque envelopes. Bid envelopes must be clearly marked "Bid". Also the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Bids must not be attached to or enclosed in packages containing bid samples. Telegraphed bids may be considered at the discretion of the school district. 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. Each bid must be accompanied by a Certified Check, in the amount of five (5) per cent of the gross amount of the bid, unless otherwise specified in the general specifications; exclusive of alternate bids; upon a National or State Bank, payable to the order of the Treasurer of Union Free School District No. 12, Brentwood, New York; or a bid bond by a recognized surety company approved by the Board of Education in an amount not less than 5% of the gross amount of the bid exclusive of alternate bids as guarantee that the bidder will execute contract and commence performance of the contract in the stipulated time if such contract should be awarded to him. The checks or bid bonds of all except the successful bidder will be returned to the persons, firm, or corporations making the bid within ten (10) days after the award of the contract.
21. If the supplies, materials, or equipment are to be delivered over an extended period of time, or if the specification so state, then the successful bidder may be required to execute an agreement in relation to the performance of his contract, such agreement to be executed by the bidder within 15 days after notification to execute such contract. If

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

#### SAMPLES

22. 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.
23. The school district reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specification, the school district may reject the bid; or, if award has been made, cancel the contract at the expense of the successful bidder.
24. Samples, when required must be submitted strictly in accordance with instructions; otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The school district will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the school district shall have the right to dispose of them as its own property.
25. 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.

#### AWARDS

26. 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. No bid shall be considered from any bidder who is in arrears to Union Free School District No. 12, Brentwood, N.Y., or who is in default, as surety or otherwise upon any obligation to said school district, nor shall a bid be considered from any contractor whose performance of any previous contract with U.F.S.D. No. 12 has been unsatisfactory in the

opinion of the Board of Education.

27. The school district reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or 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 contract if such items can be obtained on the same terms, conditions, specifications, and at a lower price.
28. 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.
29. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award bids on individual items or on total sums.

### CONTRACT

30. Each bid will be received with the understanding that the acceptance thereof in writing by the school district, approved by the board of education, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the school district. Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. Contract shall bind the school district on its part to order from such successful bidder (except in the case of emergency) and to pay for at the contract prices. The school district reserves the right to increase or decrease the quantities awarded.
31. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.
32. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the school district, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the school district, the school district may purchase from other sources to take the place of the item rejected or not delivered. The school district reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the school district promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.
33. A contract may be cancelled at the successful bidder's expense upon non-performance of contract. See #55 Termination Clause.
34. If the successful bidder fails to deliver as ordered, the school district reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.
35. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for a period of three (3) years.

36. When materials, equipment, or supplies are rejected, they must be removed by the successful bidder from the premises of the school district within five (5) days of notification. Rejected items left longer than five (5) days will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property.
37. No items are to be shipped or delivered until receipt of an official order from the school district.
38. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of the school district.

### INSTALLATION OF EQUIPMENT

39. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the building broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.
40. 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.
41. Work shall be progressed so as to cause the least inconvenience to the school district and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.
42. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
43. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is". Equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.

### GUARANTEES BY THE SUCCESSFUL BIDDER

44. The successful bidder guarantees:
  - a. His products against defective material or workmanship and to repair or replace any damage 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.

- e. That the equipment or furniture offered is standard new, latest model or regular stock product or as required by the specifications, with parts regularly used for the type of equipment or furniture offered; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the school district. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement). The successful bidder shall make any such replacement immediately upon receiving notice from the school district.
- f. That pursuant to the Labor Law of the State of New York, there shall be paid each employee engaged in Work on the project under such Contract not less than the prevailing wage rate for the trade or occupation in which he is engaged, fixed by the Commissioner of the New York State Department of Labor.

**DELIVERY**

- 45. Delivery must be made as ordered and in accordance with the proposals and specification. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery (not to exceed 60 days). The decision of the school district as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the successful bidder. Failure to deliver because of delayed payments or for any other reason will be cause for open market purchase at the expense of the successful bidder.
- 46. The school district will not schedule any deliveries for Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the school district shall govern.
- 47. Items shall be securely and properly packed for shipment, storage, and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.
- 48. The successful bidder shall be responsible for delivery to items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good conditions.

- 49. Unless otherwise stated in the specifications, all items must be delivered into our Central Warehouse as directed by the shipping instructions or the agent for the school district. The successful bidder will be required to furnish proof of delivery in every instance.
- 50. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder, and the school district accepts no responsibility for unloading and placing the equipment. Any cost incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the school district, and suppliers should notify their truckers accordingly.
- 51. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:
  - Contract Number and/or Purchase Order Number
  - Name of Article
  - Item Number
  - 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. All drop shipments must show our purchase order number. Failure to comply with -this condition shall be considered sufficient reason for refusal to accept the goods.

**PAYMENTS**

- 52. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.
- 53. Payment will be made only after correct presentation of claim forms obtained from the ordering school district.
- 54. Payments of any claim shall not preclude the school district from making claim for adjustments on any item found not to have been in accordance with general conditions and specifications.

**TERMINATION CLAUSE**

- 55. The school district is permitted to terminate the awarded contract for any reason within fourteen (14) days upon providing written notice to the awarded bidder.

BY: \_\_\_\_\_  
 PURCHASING AGENT  
 BRENTWOOD UNION FREE SCHOOL DISTRICT

**BRENTWOOD UNION FREE SCHOOL DISTRICT**  
**BID FOR**  
**SAND AND SALT MIXTURE FOR ICE AND SNOW REMOVAL BID# 18/19-07**  
**2018/19 SCHOOL YEAR**

I **PURPOSE**

The purpose of this bid request is to receive prices on the supply only, of sand and salt mixture to be applied by Brentwood UFSD personnel on District parking lots and roadways.

A. **BID CERTIFICATIONS**

All bidders must submit with their bids a completed “Disclosure Form” (for corporate bidders) and “Non-Collusive Bidding Certification” (see attached).

B. **BID ENVELOPES**

Bidders are requested to return their replies in the bid envelopes provided in this set. The Board of Education will not be responsible for any replies which are not recognized as bid proposals.

C. **GENERAL CONDITIONS**

The following paragraphs of the enclosed “General Conditions” **WILL NOT** become part of any contract let as a result of this bid: Par. 39, 40, 41, 42, 44b, 50 and in paragraph 53, the word “invoice” will be substituted for “claim forms”. Paragraph #18 is amended, telegraphed bids **WILL NOT** be accepted.

D. **AWARD OF CONTRACT**

Award of any contract let as a result of these bid specifications shall be made to the lowest responsible bidder to meet specifications.

E. **PRICES**

All prices offered must be f.o.b. Brentwood, New York and must be included in the unit price requested for this proposal. Prices must be held firm for the life of the original contract which shall be the 2018/2019 winter season. Any bids received specifying a shorter period of time will not be considered for any award.

F. **DELIVERY**

Delivery of this material shall be to the designated area of our Maintenance Site at Oriole Place, Brentwood, New York. Requests for delivery shall be made via telephone, and the Brentwood UFSD requires delivery within four (4) hours after the request. Bidders are requested to state the amount of advance notice required before delivery on proposal form. Successful bidder must also have the capability to deliver any day of the week.

G. PERMITS

If the successful bidder is actively engaged in the mining of these materials, they are required to have in their possession, the necessary permits and/or licenses to engage in such operation. The successful bidder may be required to present evidence of same.

H. PAYMENT

Payment under this contract shall be made upon the presentation of an invoice to the Brentwood UFSD for processing.

I. QUANTITIES

The quantity indicted in this bid request is to be considered approximate and the Brentwood UFSD reserves the right to order an amount over or under the amount indicated, depending on the severity of the weather, without change to the awarded bid price.

J. DETAIL SPECIFICATIONS

Material shall be a mixture by volume of 80% sand and 20% sodium chloride (salt). The sand offered shall be screened for use in spreaders and shall consist of clean, hard, durable, uncoated stone particles free from lumps of clay and all deleterious substances. One-hundred (100) percent shall pass the ¼” mesh sieve and not more than ten (10) percent shall pass the 200 mesh sieve. The sodium chloride shall be fine enough to feed readily through the common forms of spreaders used in road work and shall meet the requirements of the standard specifications for salt, ASTM Designation D98.

K. CONTRACT EXTENSION

By submitting a bid, bidders agree to an extension of this contract to the successful bidder, for a possible second and third year. Increases if any, for the second and third year of the contract shall not exceed the Regional Consumer Price Index Increase for the New York-Northeastern-New Jersey area, based upon the index for all urban consumers (CPI-U) during the preceding twelve (12) month period, provided the successful bidder has satisfactorily established that there has been at least an equivalent increase in their cost of operation during the previous years' contract. Extension must be mutually agreed upon by both the school district and the awarded bidder.

L. BID SECURITY

Each bid must be accompanied by a Bid Bond duly executed by the bidder as Principle, and having surety thereon by a surety company licensed to do business in the State of New York and acceptable to the district, and in the amount not less than five (5) per cent of the bid total cost to the district as calculated on the Proposal Form using the estimated quantity of 250 cubic yards multiplied by the cost per cubic yard bid. In lieu of a Bid Bond, a certified check for five (5) per cent of the amount as determined above shall be submitted with the bid.

**BRENTWOOD UNION FREE SCHOOL DISTRICT**  
**BID FOR**  
**SAND AND SALT MIXTURE FOR ICE AND SAND REMOVAL**  
**#18/19-07**  
**PROPOSAL FORM**

June 29, 2018

TO: Board of Education  
Brentwood Union Free School District  
Brentwood, NY 11717

Having examined the specifications for and other documents and being familiar with the conditions and requirements under which the proposed item is to be supplied, I (we) hereby propose and agree to furnish all materials and transportation and any and all items necessary to complete the contract in full, in complete accordance with that shown, noted and reasonable intended requirement of the specifications\_ covering the school districts' request for bids for "Sand and Salt Mixture" as follows:

**PLEASE REFER TO DETAIL SPECIFICATIONS ATTACHED**

QTY.: 250 cu. yards (approximately)

ITEM: Sand and Salt Mixture as per paragraph J of detail specifications

PRICE: \$\_\_\_\_\_ per cu. yard

Bidders to complete the following:

"We will require \_\_\_\_\_ hours advance notice for delivery."

Delivery shall be in accordance with paragraph "F" of detail specifications.

We can deliver sever (7) days per week \_\_\_\_\_ YES \_\_\_\_\_ NO

Bidders are to return one Proposal Form with their bid and retain one for their records.

**BID SUBMITTED BY:**

**COMPANY** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**NAME & TITLE OF ABOVE** \_\_\_\_\_

**TELEPHONE/FAX NUMBERS:** \_\_\_\_\_