### **NOTICE TO BIDDERS**

The Board of Education of the Connetquot Central School District of the Town of Islip, County of Suffolk, in accordance with Section 103 of Article 5A of the General Municipal Law, hereby invites the submission of sealed bids for the following:

### BID# 25-060324-3 Hardware

Sealed bids will be received up until 2:00pm on Monday, June 3, 2024, at the Connetquot Central School District Central Office, 780 Ocean Avenue, Bohemia, NY, at which time they will be publicly opened.

Bid packages may be downloaded from the district website or Empire State Purchasing Group @ <a href="https://www.bidnetdirect.com/new-york.">https://www.bidnetdirect.com/new-york.</a> The Board of Education reserves the right to waive any informalities or to reject in whole or in part all bids, or to accept that bid or portion of bid which, in its judgment, is in the best interest of the District.

Carolyn Biondi Director of Purchasing (631) 244-2215 May 13, 2024

Bid # 25-060324-3 Hardware

#### NOTICE TO BIDDERS

The Board of Education of the Connetquot Central School District of the Town of Islip, County of Suffolk, in accordance with Section 103 of Article 5A of the General Municipal Law, hereby invites the submission of sealed bids on Monday, June 3, 2024 bids for the following:

# BID# 25-060324-1 Folding Partitions & Curtain Divider: Inspection, Repair Services and Preventive Maintenance

Sealed bids will be received up until 11:00 am

# BID# 25-060324-2 Cesspool, Sanitary and Drainage Systems Services and Installation

Sealed bids will be received until 1:00 pm

BID# 25-060324-3

#### **Hardware**

Sealed bids will be received until 2:00 pm

at the Connetquot Central School District Central Office, 780 Ocean Avenue, Bohemia, NY, at which time they will be publicly opened.

Bid packages may be downloaded from the district website or Empire State Purchasing Group @ <a href="https://www.bidnetdirect.com/new-york.">https://www.bidnetdirect.com/new-york.</a> The Board of Education reserves the right to waive any informalities or to reject in whole or in part all bids, or to accept that bid or portion of bid which, in its judgment, is in the best interest of the District.

Carolyn Biondi Director of Purchasing (631) 244-2215 May 13, 2024

Bid # 25-060324-3
Hardware

#### CONNETQUOT CENTRAL SCHOOL DISTRICT OF ISLIP PURCHASING DEPARTMENT 780 OCEAN AVENUE, BOHEMIA, NY 11716

### **BID SUBMITTAL CHECKLIST**

#### BID # 25-060324-3 **HARDWARE**

Bidders shall include this checklist with their bid. Each bid must be assembled in strict accordance with the following outline.

1. Bid Submittal Checklist					
2. Declaration Page (signed and notarized)					
3. Statement of Non-Collusion (signed)					
4. Related Party Affidavit (signed and notarized)					
5. Iranian Energy Divestment Certification					
6. Sexual Harassment Policy					
7. Reference Form					
8. Statement of Bidder's Qualifications (signed and notarized)					
7. Bid Response Sheet					
8. All required information, including Manufacturer's Specifications Sheets, if applicable, as required in the <i>Instructions to Bidders</i> .					
NAME OF COMPANY:ADDRESS:					
PHONE: CONTACT PERSON					
EMAIL ADDRESS:					
Address: (Indicate Physical Location of office/shop – PO BOX address is unacceptable on this form)					
Bid # 25-060324-3					

#### CONNETQUOT CENTRAL SCHOOL DISTRICT of ISLIP PURCHASING DEPARTMENT 780 OCEAN AVENUE, BOHEMIA, NEW YORK 11716

#### **BID# 25-060324-3 HARDWARE**

#### I. Instructions to Bidders/General Information

Connetquot Central School District officially distributes Bid documents from the Purchasing Department or the Empire State Purchasing Group. Copies of Bid documents obtained from any other source are not considered official copies. If you have obtained this document from a source other than the Connetquot Central School District Purchasing Department or the Empire State Purchasing Group, the Connetquot Central School District will not guarantee the integrity of the document, nor will we have the ability to effectively disseminate addenda or clarification to the specifications, should the need arise. It is recommended that you obtain an official copy from the Connetquot Central School District Purchasing Department or the Empire State Purchasing Group. Bidders are instructed to read the *Notice to Bidders*, which is also the cover page of the bid, for details.

#### A. Definitions

School District Shall be the legal designation of the district. Also referred to as, CCSD, the District,

Connetquot Central School District (of Islip)

NYSED New York State Education Department

Notice to Bidder A formal statement which, when issued by the School District, constitutes an invitation

to bid on the material, supplies, services and equipment described by the specifications.

Notice to Proposer A formal statement which, when issued by the School District, constitutes an invitation

to propose on the material, supplies, services and equipment described by the

specifications.

Board The Board of Education of the Connetquot Central School District.

Bid/Proposal An offer to furnish materials, supplies, services and/or equipment in accordance with

the invitation to bid, the general conditions, special instructions and the specifications.

RFP Request for Proposal

Declaration The form on which the vendor declares and certifies his understanding of the bid or

proposal requirements, instructions and specifications and his intent to comply with

same.

Bid Response Sheet The form on which the bidder submits his bid.

Form of Proposal The form on which a proposer submits his proposal

Vendor Any entity, including but not limited to, an individual, partnership, company, corporation,

agency, municipality, or government, submitting a bid or proposal.

Contract A notice to the successful bidder by the issuance of a purchase order; also, all

documents relating to the transaction, including but not limited to, the bid of the successful bidder, notice to bidders, general information, general conditions, special instructions, specifications, notice of award, bid proposal certifications; also, a formal

document signed by the successful bidder and the School District representative.

Successful Vendor Bid # 25-060324-3 Any Vendor to whom an award is made by the School District.

Hardware Company Name

#### B. General Conditions

For the purpose of these General Conditions, the use of the words bid or bidder are interchangeable and synonymous with the word's proposal and proposer.

#### **Bids/Proposals**

- 1. The date, time and place of bid opening will be provided in the Notice to Bidders.
  - a. Announcements pertaining to school closures due to inclement weather will be made via the following media: <u>FM Radio Stations</u> WALK-97.5, WBLI-106.1, WHLI-98.3, WBAB-102.3; <u>AM Radio Stations</u> WALK-1370, WBAB-1400, WGLI-1290; and <u>TV Station</u> Channel 12;
  - b. If the District is closed, including delayed starts and/or early dismissals, and such an event occurs at the time of a previously advertised bid opening, the bid opening shall be cancelled; and
  - c. In the event a bid opening is cancelled due to such school closure, an addendum will be issued indicating the new date and time of the opening.
- 2. All Bids shall be submitted on, and in accordance with, the Bid Documents. Bids shall be submitted in a sealed envelope addressed to the Connetquot Central School District, Purchasing Department, 780 Ocean Avenue, Bohemia, NY 11716 on or before the date and time as indicated in the *Notice to Bidders* and the following information shall be clearly indicated on the face of the envelope:
  - a. The name and address of the person or firm submitting the bid;
  - b. The Bid number and name; and
  - c. The date and time of the Bid Opening.
- 3. Failure to prepare the bid envelope in the specified manner may result in bid disqualification.
- 4. Bidders desiring to submit an alternate bid may do so provided each bid is fully compliant and submitted separately. Each bid will be considered on its own merit. Multiple bids submitted in one envelope will not be considered. Multiple pricing submitted for one-line item within a bid may not be considered.
- 5. Bids received after the time stated in the *Notice to Bidders* will not be considered. 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.
- 6. Late bids will be returned unopened to the bidder or will remain unopened in the District's bid file, whichever is more convenient for the District.
- 7. Bids shall not be attached to or enclosed in packages containing bid samples.
- 8. Facsimile bids, telephone bids, emailed bids shall not be accepted.
- 9. All information required by *Notice to Bidders*, *General Conditions*, *Related Party Affidavit*, *Specifications*, *Bid Response Sheets*, *Statement of Bidder's Qualifications*, *Iranian Energy Divestment Certification*, and any other bid documents shall be provided by the Bidder to constitute a valid bid.
  - a. The Statement of Non-collusion shall be included with each bid as required by General Municipal Law §103-d;
  - b. The *Iranian Energy Divestment Certification* shall be included with each bid as required by General Municipal Law §103-g.
- 10. The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the materials, supplies, services or equipment required and a representation that the Bidder

can furnish the materials, supplies, services or equipment satisfactorily in complete compliance with the specifications.

- 11. All materials submitted in response to this Bid will become the property of the School District.
- 12. There is no expressed or implied obligation to the Connetquot Central School District to reimburse Bidders for any expense incurred in responding to this Bid, including, but not limited to, preparing submittals, attending a pre-bid conference, or attending an interview(s).
- 13. No alterations, erasures or additions shall be made to the printed bid documents. Any such alterations, erasures or additions to the printed bid documents may result in bid disqualification.
- 14. Prices and information required, except for signature of Bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures shall be written. Facsimile, printed or typewritten signatures are not acceptable.
- 15. Sales to School Districts are not affected by any fair-trade agreements. (General Business Law, sec.369-a, sub 3) 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.
- 16. In all specifications, the words "or equal" are implicit after each and every article indicating 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 shall in every instance give the trade designation of the article, manufacturer's name and detailed specifications of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.
- 17. Bids on equipment shall be on standard new equipment, of latest model, and in current production unless otherwise specified.
- 18. All regularly manufactured stock electrical items shall bear the label of the Underwriter's Laboratories, Inc.
- 19. When bids are requested on a lump sum basis, Bidder shall bid on each item in the lump sum group. A Bidder desiring to bid "no charge" on an item in a group shall so indicate; otherwise bid for the group may be rejected.
- 20. All prices quoted shall be "per unit" as specified. Do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.
- 21. Quantities may be specified for projection purposes. The District is neither limited, nor obligated, to purchase items in said quantities.
- 22. If required, Bidder shall 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.
  - a. Prices shall be extended in decimals, not fractions.
- 23. If required, Bidder shall indicate bid prices both numerically and in words. In the event of a discrepancy, the written word shall govern.
- 24. Prices shall be net, including transportation, shipping, handling, and delivery charges fully prepaid by the successful Vendor to destination indicated in the instructions to bidder. If award is made on any other basis, transportation shall be prepaid by the successful vendor and added to the invoice as a separate line item. In any case, title shall not pass until items have been delivered and accepted.
- 25. No interpretation of the meaning of the specifications or other contract document will be made to any Bidder orally. Every request for such interpretation shall be submitted in writing, addressed to the District.

Bid # 25-060324-3
Hardware

- 26. Any interpretations issued will be in the form of addenda or clarification to the specifications. All addenda so issued shall become part of the contract documents.
- 27. If a conflict in terms or requirements exists within the contract specifications, the most stringent shall prevail.
- 28. If the materials, supplies, services or equipment are to be delivered over an extended period of time, or if the specifications so state, then the successful Bidder may be required to execute an agreement in relation to the performance of his contract, such agreement to be executed by the bidder within 15 days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and shall 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**

- 29. 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 specifications, the School District may reject the bid; or, if award has been made, cancel the contract at the expense of the successful bidder.
- 30. Samples, when required, shall be submitted strictly in accordance with instructions; otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered as directed for bid to have consideration. Samples shall be furnished free of charge and shall be accompanied by descriptive memorandum 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 after 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.
- 31. 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 bid specifications.

#### **Award and Reservation of Rights**

- 32. Awards will be made in accordance with applicable laws as will best promote the public interest.
- 33. This Bid does not obligate the Connetquot Central School District to award a contract. Only the execution of a written contract or the adoption of a Board of Education resolution will obligate the School District to the terms and conditions contained in this Bid document
- 34. The School District reserves the right to award contracts based on individual items, selected aggregate items, or on total sums, whichever is in the best interest of the School District.
- 35. The School District reserves the right to reject all bids; and to reject any bid in whole or in part, without incurring any cost.
- 36. The School District reserves the right to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interests of the District will be served.
- 37. The School District reserves the right to inspect Bidder's premises prior to award.

Bid # 25-060324-3
Hardware

- 38. The School District reserves the right to reject any Bid where investigation and evaluation of the Bidder's qualifications indicate that the Bidder may not promptly and efficiently perform and complete the work in accordance with the Bid Documents and the School District reserves the right to reject any Bid from any Bidder whose performance on any previous contract with the School District has been deemed unsatisfactory.
- 39. The School District reserves the right to purchase similar goods or services included as part of this bid and thereafter awarded contract from any means legally available to it at any time.
- 40. The School District reserves the right to reject any Bid that imposes conditions that would modify the terms and conditions of the Bid Documents.
- 41. The School District reserves the right to reject any Bid that imposes conditions that would modify the terms and conditions of the Bid Documents.
- 42. The School District reserves the right to make awards within forty-five (45) days of the bid opening, or as otherwise indicated within the bid specifications, during which period bids may not be withdrawn.
- 43. If two or more Bidders submit identical bids as to price, the decision of the Board to award a contract to one of such identical Bidders shall be final. (General Municipal Law, sec. 103. Sub 1.)
- 44. Notice of award sent to a successful Bidder, to the address given in his bid, will be considered sufficient notice of award.
- 45. Connetquot Central School District's purchase orders (s) will be issued for the purchase of materials/services purchased exclusively by the District.

  IN EVERY INSTANCE THE PURCHASE ORDER WILL BE THE GOVERNING DOCUMENT.
- 46. If the successful Bidder fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by the School District, or fails to make replacement of rejected articles, when so requested immediately or as directed by the School District, the School District may purchase from other sources to take the place of the item rejected or not delivered. The School District reserves the right to authorize immediate purchase from other sources against 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.
- 47. If successful Bidder fails to deliver or perform as awarded, the District reserves the right to cancel the contract and purchase the balance from other sources at the successful Bidder's expense.
- 48. A contract may be canceled at the successful Bidder's expense upon nonperformance of contract.
- 49. Cancellation of contract for any reason may result in removal of the successful Bidder's name from our mailing list for future proposals for an indeterminate period.
- 50. When materials, equipment or supplies are rejected, they shall be removed by the successful Bidder from the premises of the School District within fifteen (15) days of notification. Rejected items left longer than fifteen (15) days will be regarded as abandoned, and the School District shall have the right to dispose of them as its own property.
- 51. 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, 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.
- 52. The District reserves the right to investigate any subcontractor(s) prior to making an award recommendation.

Bid # 25-060324-3
Hardware

#### **Guarantees by the Successful Bidder**

53. 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.

#### **Non-Appropriation Clause**

- 54. In accordance with New York State General Municipal Laws the Connetquot Central School District will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the District harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the District.
- 55. Issuance of a purchase order by the District indicates that the District currently has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of a resolution by the Board of Education is not in and of itself a binding contract with the Connetquot Central School District.
- 56. Should it become necessary for the District to cancel a project or purchase after an order to proceed or purchase order has been issued, the District will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

#### Non-Assignment

- 57. The contractor will give its personal attention to the faithful performance of the contracts; it will not assign, transfer, convey, sublet or otherwise dispose of this contract, or its right, title or interest in or to the same or any part hereof, and it will not assign by power of attorney or otherwise any or the monies to become due and payable under this contract, unless by and with the previous consent in writing of the Board of Education endorsed upon or attached to the assignment filed in said offices. The contractor may not engage subcontractors, hire others to perform all or part of his agreement, nor otherwise delegate his obligations to perform under the contract without the written approval of the District.
- 58. In accordance with New York State General Municipal Law 109, at no time during the duration of any contract resulting from this bid, shall the successful vendor be allowed to assign any portion of this contract to a third party without express written approval by the Board of Education

#### **Payment**

- 59. Payments shall be made within sixty (60) days following the satisfactory completion of the contract unless other payment terms are specified in *Section II* of the specifications. Failure to submit invoices timely may result in delay in reimbursement and/or financial penalties.
- 60. Payment will be made only after a correct, original invoice has been received.
- 61. Payments of any invoice 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.
- 62. Payment for the unused portion of an inferior delivery will be made on an adjusted price basis.

#### **Toxic Substances Hazard Communication Safety Data Sheets**

63. The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, or importers to provide Safety Data Sheets (SDSs) (formerly known as Material Safety Data Sheets or MSDSs) to communicate the hazards of hazardous chemical products. As of June 1, 2015, the HCS will require new

Bid # 25-060324-3
Hardware

SDSs to be in a uniform format, and include the section numbers, the headings, and associated information under the headings below:

- a. **Identification:** includes product identifier, manufacturer or distributor name, address, phone number, emergency phone number, recommended use, and restrictions on use.
- b. **Hazard Identification**: includes all hazards regarding the chemical; required label elements.
- Composition/information on ingredients: includes information on chemical ingredients; trade secret claims.
- d. First Aid Measures: includes important symptoms/effects, acute, delayed; required treatment.
- e. **Fire-fighting measures:** lists suitable extinguishing techniques, equipment; chemical hazards from fire
- f. **Accidental release measures:** lists emergency procedures; protective equipment; proper methods of containment and cleanup.
- g. Handling and storage: lists precautions for safe handling and storage, including incompatibilities.
- h. **Exposure controls/personal protection:** lists OSHA's Permissible Exposure Limits (PELs); Threshold Limit Values (TLVs); appropriate engineering controls; personal protective equipment (PPE)
- i. Physical and chemical properties: lists the chemical characteristics.
- j. Stability and reactivity: lists chemical stability and possibility of hazardous reactions.
- k. **Toxicological information:** includes routes of exposure; related symptoms, acute and chronic effects; numerical measures of toxicity.

Each Successful Bidder furnishing a toxic substance as defined by Section 875 of New York State Labor Law to the District shall provide a minimum of two (2) copies of a Material Safety Data Sheet (MSDS), which shall include for each such substance the information outlined in Section 876 of New York State Labor Law and shall submit the forms to the District's Plant & Facilities Department, 780 Ocean Avenue, Bohemia, NY 11716.

#### Failure to Enforce

64. The School District's failure to enforce at any time or for any period of time, the provisions of this contract shall not be construed to be a waiver of such provisions or the right to enforce each and every provision.

#### Severability

65. Should any provision of a contract arising from this Bid, for any reason, be judicially declared invalid and/or unenforceable, such declaration shall not affect the validity of the remaining provisions, which shall remain in full force and effect, as if the Contract had been executed with the invalid provision(s) eliminated.

#### Indemnification/Hold Harmless

66. The Bidder agrees to defend, indemnify and hold harmless the Connetquot Central School District and its officers, directors, agents or employees against all claims, costs, damages, and expenses, including attorney's fees, judgments, fines and amounts arising from any willful act, error or negligence of the Bidder, its officers, directors, agents or employees in relation to the performance of the contract.

To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Bidder's insurance purchased by the Bidder in accordance with the *Insurance Requirements* set forth in this Bid, the Bidder shall indemnify and hold harmless the Connetquot Central School District of Islip, participating school districts (if applicable) as identified in this Bid, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work described herein.

Bid # 25-060324-3
Hardware

#### Saving Clause/Force Majeure

67. The successful Bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes 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 is unable to prevent.

#### D. Affirmative Action

The District hereby notifies all proposers that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit offers and will not be discriminated against on the grounds of race, color, national origin in consideration of the award. Proposers hereby agree that should the proposer be awarded this contract, or any portion of this contract, the proposer will not discriminate against any person who performs work thereunder because of race, religion, color, sex, national origin or ancestry.

## E. Driving Directions

#### From Long Island Expressway (East or West)

Take Exit 57 – Veterans Memorial Highway East to Ocean Avenue. Right on Ocean Avenue to #780. The District Central Office is on the right (after the bus yard and before the Public Library).

#### From Sunrise Highway heading west

Take Exit 48 – Locust Avenue. Continue on North Service Road to Ocean Avenue. Right on Ocean Avenue to #780. The District Central Office is on the left (just after the Public Library).

#### From Sunrise Highway heading east

Take Exit 47 – Oakdale-Bohemia Road. Continue on the South Service Road straight through the first traffic light. Make a left at the second traffic light onto the bridge. Make a left over the bridge onto the North Service Road. Continue on North Service Road to Ocean Avenue. Right on Ocean Avenue to #780. The District Central Office is on the left (just after the Public Library).

## II. Specifications

## A. Scope

The Connetquot Central School District is soliciting bids for Hardware to be used by the District's maintenance staff and authorized teachers, on an as-needed basis during the course of performing their job duties. The requirements for hardware shall be a combination of both residential type hardware and commercial type hardware. There will be no delivery required on this bid. Items will be picked up by District staff. As such, the District is seeking bidders located in close proximity to the Plant & Facilities Department and school buildings.

## B. Item Specifications/Instructions to Bidders

#### 1. ITEMS

Bidders shall be required to provide any and all of the items described in any and all of the categories indicated in these specifications. The District is not limited to these categories, nor shall the District be obligated to purchase items in these categories.

- a. **Paint**: Paint in gallons, spray paints, rustoleum, brushes, rollers, refills, joint compound, joint tape, spackle knives, sandpaper, caulking, silicone, drop cloths, tarps, etc.;
- b. **Small Tools** (defined as having an "in-store" price of \$30.00 or less): Drill bits, screwdrivers, hammers, circular saw blades, reciprocating saw blades, Allen keys, flashlights, batteries, etc.;

$\mathbf{T}$	. 1	111	0.5	^	^	$\sim$	4 2
к	10	<i>+++</i>	/ > -	.116	. ( )	4 )	4-3
	10		Z . ) =	.,,,	"	. ) _	.T)

- c. **Hardware**: Nails, screws, washers, bolts, angle iron, fasteners, power shots, padlocks, door locks, cable, rope, chain, window hardware, etc.;
- d. **Electrical**: Wire, conduit, outlets, covers, electrical tape, extension cords, wire nuts, bulbs, GFI outlets, etc.;
- e. **Plumbing**: S-traps, P-traps, extension tubes, Teflon tape, speedy supplies, valves, wax seals, adapters, nipples, solder, etc.;
- f. **Grounds and Gardening**: Rakes, shovels, post hole digger, wire fencing, posts, hose, blades, trimmers, etc.; and
- g. Clothing/Safety: Foul weather gear, gloves, safety glasses, ear protection, etc.

#### 2. MILEAGE RESTRICTION & ITEM AVAILABLITY

- a. As this is a "pick-up" bid only (no deliveries) and time and travel expenses are major concerns to the District, Bidder's store shall be located within 5 (five) miles of the District's Plant & Facilities Department, located at 780 Ocean Avenue, Bohemia, NY 11716;
- b. Successful Bidder shall maintain adequate levels of stock as specified in each of the categories listed in Section 1 a g (above);

#### 3. BID PRICING & BID ANALYSIS

- a. Bidders shall provide a single discount percentage that shall be applied to any and all items as specified in Section 1 a q above;
- b. Discount percentage shall be indicated in the appropriate space on the Bid Response Sheet.
- c. Discount percentage shall be held firm for the entire duration of the bid.

#### 4. INVOICING

- a. Invoices shall be submitted within 30 (thirty) days from item pick-up;
- b. Invoices shall reference the Bid number and the **Purchase Order** number;
- c. Invoicing shall be in strict compliance with bid pricing;
- d. In-store pricing shall be indicated for each item; and
- e. Discount percentages may be applied by line item or as a single discount off entire invoice.

#### 5. VERIFICAITON

- a. Only AUTHORIZED district personnel are permitted to "pick-up" merchandise.
- b. Authorization is indicated on district issued purchase order and awarded vendor shall require proof of identification.
- c. Any single item purchased by non-District's maintenance staff shall not exceed \$30.00

#### C. Duration of Bid

The contract period is for one (1) year, from July 1, 2024 through June 30, 2025. However, if the successful bidder wishes, upon mutual consent, contract may be extended for four one-year periods at the same terms and conditions. Extensions are granted at the sole discretion of the District.

## D. Requests for Clarification/Additional Information

1. All requests for clarification or additional information as related to this Bid/Proposal shall be submitted <u>in</u> writing via e-mail to:

Bid # 25-060324-3
Hardware

Carolyn Biondi, Director of Purchasing Connetquot Central School District of Islip 780 Ocean Ave. Bohemia, NY 11716

Email: cbiondi@ccsdli.org

- 2. All requests for clarification or additional information shall include the firm's name, a contact person's name and an email address.
- 3. No request for clarification will be entertained after 1:00 pm on May 29, 2024 after which time the District shall prepare, if needed, any addenda or clarification, which will be posted to www.bidnetdirect.com/newvork.

#### E. References

Each bidder shall complete the Reference Form by listing three (3) references where bidder has performed work or provided items and/or services of a similar size and scope as specified in this bid.

## F. Required Forms

Each Bid shall contain the following required forms, signed and/or notarized where indicated. Failure to include each and every form, executed in the proper manner, may result in disqualification.

- 1. Bid Submittal Checklist
- 2. Declaration Page
- 3. Statement on Non-Collusion4. Related Party Affidavit
- 5. Iranian Energy Divestment Certification
- 6. Reference Form
- 7. Bid Response Sheet(s) and/or Form of Proposal
- 8. All required information as indicated in the Instructions to Bidders
- 9. Statement of Bidder's Qualifications (if included in the packet)

#### L. Historical Data

Expenditures for the period July 1, 2021 through June 30, 2022: \$39,423.81 Expenditures for the period July 1, 2022 through June 30, 2023; \$38,325,04 Expenditures for the period July 1, 2023 through March 1, 2024: \$35,473.58

The Connetquot Central School District guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The services described herein are estimated requirements only, and can be modified by the Board of Education in accordance with District needs. There is no established value or budget for this bid as it is not possible to predict the nature or extent of the services that may be required.

#### III. Award/Contract

#### A. Award Date

It is the intent of the District to award this bid by June 11, 2024 with a contract effective date of July 1, 2024. However, this date is a projection and is subject to change.

#### B. Bidder Notification of Award

1. The successful bidder shall receive a formal award letter after the Board of Education awards the bid;

Bid # 25-060324-3 Hardware

Company Name _	
----------------	--

- 2. Bid Tabs (the form on which the District records all bid pricing during the Bid Opening) may be viewed at the Connetquot Central School District's website @ www.ccsdli.org. Select the box marked District; then select Purchasing (at the bottom of the drop down); then click on the desired Bid Tab.
  - a. Bid Tabs will be posted to the District's website as soon as feasible after the bid opening;
  - b. Bid Tabs do not indicate the bid winner nor do they indicate whether or not the bids are compliant. Those types of determinations are made during the bid analysis process and that information is not available until after the award recommendations have been accepted by the Board of Education after which the Purchasing Department will send out award letters.
- 3. After an award has been made, bid results may be available by calling the Purchasing Department @ 631-244-2215, extension 3533;

#### CONNETQUOT CENTRAL SCHOOL DISTRICT of ISLIP PURCHASING DEPARTMENT 780 OCEAN AVENUE, BOHEMIA, NEW YORK 11716

## **DECLARATION PAGE**

BIDDE	ER INFORMATION					
NAME	OF FIRM:					
ADDR	ESS:					
FEDE	RAL /TAX IDENTIFICATION NUMBER: _					
BID# 2	25-060324-3 HARDWARE					
The ab	pove-mentioned bidder declares and certif	ies:				
1.	<ol> <li>That the said bidder is of lawful age and the only one interested in this bid, and that no one other the said bidder has any interest herein.</li> </ol>					
2.	<ol><li>That this bid is made without previous understanding, agreement or connection with any other perso firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion fraud.</li></ol>					
3.	3. That no member of the Board of Education of the Connetquot Central School District of Islip nor at officer or employee or person whose salary is payable in whole or in part from the treasure of sa Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment work or services to which it is related, or in any portion of the profits thereof.					
4.	4. That said bidder has carefully examined and understands each and every requirement contained within this Bid document, and that all addenda to this Bid, if any, are part of the Bid and shall, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all the materials, supplies apparatus, goods, wares, merchandise, service or labor for which this proposal is made.					
5.	5. That in the event of the failure of said bidder to perform within the time stated in the bid specifications of on the purchase order as the case may be, the undersigned agrees to pay the Board, on demand, the difference between the price(s) bid and the price(s) for which such item(s) or service(s) shall be subsequently purchased.					
Author	rized Signature	Date				
Print or Type Name		SEAL OF CORPORATION (If available)				
Print o	r Type Title					
Sworn	to before me this	NOTARY SEAL				
Day of, 20						
Notary	Public Signature	<u> </u>				
Bid#	25-060324-3					
Hardv	vare	Company Name				

#### CONNETQUOT CENTRAL SCHOOL DISTRICT of ISLIP PURCHASING DEPARTMENT 780 OCEAN AVENUE, BOHEMIA, NEW YORK 11716

#### STATEMENT OF NON-COLLUSION

For the purpose of this Statement of Non-collusion, the use of the words bid or bidder are interchangeable and synonymous with the words proposal and proposer.

By submission of this bid/proposal, the vendor certifies that he is complying with section 103-D of the General Municipal Law.

Section 103-D of the General Municipal Law reads as follows:

103-D. Statement of non-collusion in bids and proposals to political subdivisions of the state. Every bid or proposal hereafter made to a political subdivision of the state of any public department, agency, or official thereof where competitive bidding is required by statute, rule, regulation of local law, for work or services performed, to be performed, or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: non-collusive bidding certification.

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose or restricting competition, as to any matter relating to such prices with any other bidder or with any competition;
- (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 of indirectly, to any other bidder or to any competition; 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 foregoing certification, the bidder shall so state and 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 the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

Any bid thereafter 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 performed, or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bids and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Print or Type Firm Name	Print or Type Title
Authorized Signature	Date
Print or Type Name	
Bid # 25-060324-3 Hardware	Company Name

## CONNETQUOT CENTRAL SCHOOL DISTRICT of ISLIP PURCHASING DEPARTMENT 780 OCEAN AVENUE, BOHEMIA, NEW YORK 11716

## **RELATED PARTY AFFIDAVIT**

STATE OF			, being	
That (s) he is an office and that (s) he has the and that (s) he has the and the second	That (s) he is an officer or representative ofand that (s) he has the authority to sign this affidavit.			
This affidavit is offered as an inducement to Connetquot Central School District of Islip to award to Such purchase contracts for goods or services as directed by the Board of Education, in accordance with New York State law and with Connetquot Central School District of Islip policy.				
	That no Officer, Employee or Stockholder of the above-referenced Vendor is an Employee, in any position, at Connetquot Central School District.			
. That no Officer, Employee or Stockholder of the above-referenced vendor is related to an employee in any position, administrator or Board Member, at the Connetquot School District at 780 Ocean Avenue, Bohemia, NY 11716 other than as disclosed below:				
endor: List Officer, imployee or itockholder's Name	Position with Vendor	Employee, Administrator or Board Member Name	Relationship between parties	
Nanad		 Date		
Signed		Date		
Sworn to before me this		_ SEAL O	F CORPORATION (If avai	
Day of	, 20			
Notary Public Signature SEAL		_		

#### ONNETQUOT CENTRAL SCHOOL DISTRICT of ISLIP PURCHASING DEPARTMENT 780 OCEAN AVENUE, BOHEMIA, NEW YORK 11716

#### **Iranian Energy Divestment Certification**

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
  - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Print or Type Firm Name	
Authorized Signature	
Print or Type Name	•
Print or Type Title	• • • •
 Date	

## CONNETQUOT CENTRAL SCHOOL DISTRICT OF ISLIP PURCHASING DEPARTMENT 780 OCEAN AVENUE, BOHEMIA, NY 11716

#### SEXUAL HARASSMENT POLICY

A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall at a minimum, meet the requirements of section 201-G of the labor law.

Print or Type Firm Name	Print or Type Title
Authorized Signature	Date
Print or Type Name	

## CONNETQUOT CENTRAL SCHOOL DISTRICT of ISLIP PURCHASING DEPARTMENT 780 OCEAN AVENUE, BOHEMIA, NEW YORK 11716

## **REFERENCE FORM**

List three (3) references where bidder has performed work or provided items and/or services of a similar size and scope as specified in this bid

1. <u>Firm Name:</u>		
	Contact Name/ Title:	
	Address:	
	Telephone:	
	Date(s) of Service:	
2.	Firm Name:	
	Contact Name/ Title:	
	Address:	
	Telephone:	
	Date(s) of Service:	
3.	Firm Name:	
	Contact Name/ Title:	
	Address:	
	Telephone:	
	Data(a) of Sarvina:	

## CONNETQUOT CENTRAL SCHOOL DISTRICT OF ISLIP 780 OCEAN AVENUE BOHEMIA, NY 11716

## STATEMENT OF BIDDER'S QUALIFICATIONS (Page 1 of 3)

Name of	f Bidder (Company/Firm Name)		
	las your company, under its current or any previous name(s), ever been declared a non-responsible bidder? No Yes If yes, please explain.		
- - -			
2. H	How many years have you been in business under your current name?		
	Please check off which of the following categories applies to your company and answer the questions associated with that category:		
S	Sole Proprietorship Partnership Corporation		
For	r Sole Proprietorship		
а	a. Date established:		
b	b. Physical address where sole proprietorship maintains its principal office:		
<u>For</u>	r Partnership		
а	a. Date of Partnership:		
b	o. Physical address where partnership maintains its principal office:		
- c	. Name and address of each partner:		
-			
d	I. Percentage of financial interest of each partner:		
_			
_			

## STATEMENT OF BIDDER'S QUALIFICATIONS (Page 2 of 3)

### **For Corporation**

a.	Date when organized:	
b.	Incorporated under the laws of what state:	
c.	Is corporation currently duly existing?	
d.	Physical address where corporation maintains its principal office:	
e.	List names of all Officers and Directors and their titles for the last year:	
 f.	Have any of the persons listed in "letter e" above <u>previously</u> owned, operated of shareholders in any other companies? No Yes if yes, list the persons and the of their previous affiliations:	
 g.	Do any of the persons listed in letter e above <u>currently</u> own, operate or are shareholder other companies? No Yes if yes, list the persons and the names of their affiliations:	s in any current
h.	Has any officer, director, owner or managerial employee had any professional suspended or revoked? No Yes if yes, list the name of the individual, the profelicenses he/she formerly held. Whether said license was suspended or revoked, and to of suspension or revocation:	essional
 i.	During the five-year period preceding the submissions of this bid, has the bidder been:	
	a. named as a party in any lawsuit in an action involving a claim for personal i wrongful death arising from performance of work related to any contract in which been engaged? No Yes If the answer to this question is yes, list a lawsuits, the index number associated with said suit and the status of the lawsuith the time of the submission of this bid.	ch it has all such
	b. the subject of proceedings involving allegations that it violated the V Compensation Law including but not limited to the failure to provide proof of compensation or disability coverage and/or any lapses thereof? No Yes _ answer to this question is yes, list each such instance of violation and the statu claimed violation at the time of the submissions of this bid.	worker's if the
	22	

## STATEMENT OF BIDDER'S QUALIFICATIONS (Page 3 of 3) c. the subject of proceedings involving allegations that it violated the Workers' Compensation Law including but not limited to the failure to provide proof of worker's compensation or disability coverage and/or any lapses thereof? No \_\_\_ Yes \_\_\_ If the answer to this question is yes, list each such instance of violation and the status of the claimed violation at the time of the submissions of this bid. d. its officers, directors, owner and/or managerial employees been convicted of a crime or been the subject of a criminal indictment? No \_\_\_ Yes \_\_\_ If the answer to this question is yes, list the name of the individual convicted or indicted, the charge against the individual and the date of disposition of the charge. Has your company, under its current or any previous name(s), ever failed to complete any part of any contract/bid awarded to you? No \_\_\_\_ Yes\_\_\_\_ If yes, please explain. k. Have liens or lawsuits ever been filed against you or any officer, director or partner of your organization, in its current or any previous name(s), arising out of any of your awarded contracts/bids? No \_\_\_ Yes \_\_\_ If yes, please provide details. Has your company ever been bonded? No \_\_\_ Yes \_\_\_ If yes, please provide the name(s) of the Surety Company and the dollar amount of the Bonds for the past two years:

Signed	
Sworn to before me this	
, day of, 20	SEAL OF CORPORATION (If available)
Notary Signature	

#### CONNETQUOT CENTRAL SCHOOL DISTRICT OF ISLIP 780 OCEAN AVENUE BOHEMIA, NY 11716

#### Statement of "No Bid/Proposal" Form

Bid # 25-060324-3 **Bid Name: HARDWARE** Company Name: \_\_\_\_\_ Authorized Signature: Date: \_\_\_\_\_ We have elected not to submit a bid due to the following reason(s): Insufficient Time to Respond \_\_\_\_\_ Do Not Offer This Product/Service Unable To Meet Specifications \_\_\_\_\_ Unable To Meet Service Requirements Workload Does Not Allow Us to Bid Specifications Unclear or Too Restrictive \_\_\_\_\_ Other (Please Specify) We have not submitted a bid in response to this solicitation; however, we wish to remain on the bid list for future solicitations. Yes\_\_\_\_ No\_\_\_\_ Failure to submit either a bid or this form may result in your name being removed from our active bidders list. Please Return To: Carolyn Biondi, Director of Purchasing Connetquot Central School District

780 Ocean Avenue Bohemia, NY 11716

## CONNETQUOT CENTRAL SCHOOL DISTRICT 780 OCEAN AVENUE, BOHEMIA, NEW YORK 11716

## BID RESPONSE SHEET (Page One of One)

HARDWARE - BID# 25-060324-3		
Section One: Bidder shall provide a single discount perce categories/all items.	entage that will be applied to all  Discount Percentage:%	
Company Name:		
Address:		
Bidders Authorized Signature:		
Print Name and Title:	Date:	