

NOTICE TO BIDDERS

The Board of Education of the Berlin Central School District invites the submission of sealed bids for the following BID CATEGORY:

SNOW REMOVAL

Sealed bids will be received for the removal of snow from driveways and parking areas at:

Berlin Middle/High School in Cherry Plain

Berlin Bus Maintenance Facility in Berlin

Bid process will be as follows:

DUE DATE: December 14, 2023

LOCATION: District Business Office

Berlin Middle/High School

TIME: 1:00 p.m.

17400 State Route 22

Cherry Plain, NY 12040

At which date, time, and location, all bids will be opened and read aloud.

The completed bid, including all required documentation, must be submitted in a sealed envelope and clearly marked "**Snow Removal**".

Please submit your bid to the attention of the Interim Business Official, Ms. Mary O'Neil, or her designee, by mail to P. O. Box 259, Berlin, NY 12022 or in person in the District Business Office located within the Berlin Middle/High School, 17400 State Route 22, Cherry Plain, NY 12040.

Fax and/or electronically transmitted bid submittals will not be accepted.

Any person submitting a bid by mail or public/private carrier (such as USPS, UPS or Federal Express) must assume the risk of any delay in handling of the parcel by employees of these agencies and/or school district personnel.

All bids received after the designated date / time / or location will be returned unopened.

The Board of Education of the Berlin Central School District reserves the right to reject any or all bids.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder certifies that:

- a)** this bid has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- b)** this bid has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids for this project, to any other bidder, competitor or potential competitor;
- c)** no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid;
- d)** the person signing this bid certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

Company Name

Street Address/City/State/Zip Code

Bidder's Email Address

Telephone (include area code)

Bidder's Signature

Print Name

Date

ACKNOWLEDGEMENT

By submission of this bid, the bidder further certifies that:

- a) No member of the Berlin Central School District, nor any officer or employee or person whose salary is payable in whole or in part from the treasuries of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.
- b) No officer or employee of the Agency, New York State Department of Education or any other governmental agency shall hold or receive any share or interest in this contract or derive any personal benefit arising there from.
- c) Said Bidder has carefully examined the Instructions to Bidders, Schedules, Special Conditions, and Specifications prepared under the direction of the Board of Education, and will, 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, services or labor which this bid is made.
- d) Any/all awards are subject to the GENERAL CONDITIONS included herewith in this Bid document.
- e) Unsigned bids or documents will be subject to rejection.

INSTRUCTIONS

1. Review ALL information including the GENERAL CONDITIONS and sign the NON-COLLUSIVE BIDDING CERTIFICATION located on Page 2 of this document.
2. The VENDOR RESPONSE FORM included as an attachment to this NOTICE TO BIDDERS document must be used to submit your bid.
3. TERM OF CONTRACT: The term of the contract shall extend from November 22, 2023 through April 30, 2024. An option to renew the contract for one additional year under the same terms & conditions including pricing shall be available upon the mutual agreement of both parties.
4. This will be a season long contract for the following two (2) site locations:

Berlin Middle/High School 17400 State Route 22. ▪ Cherry Plain, NY 12040
Berlin Bus Maintenance Facility 7 School Bus Lane ▪ Berlin, NY 12022

5. You must include copies of current liability and workers' compensation policies in your bid submittal in order to be considered for a bid award. **NOTE:** Proof of Workers' Compensation coverage is not required for a Sole Proprietor or a Partnership, with no employees.

QUESTIONS

Specifications:

Cyril Grant

Buildings & Grounds

(518) 658-1500 ext. 3011

Email: cgrant@berlincentral.org

All Other Questions:

Mary O'Neil

Interim Business Official

(518) 658- 1500 ext. 1020

Email: moneil@berlincentral.org

Berlin Central School District

P. O. Box 259

Berlin, NY 12022

Berlin Central School District is an equal opportunity employer.

GENERAL CONDITIONS

(For the purchase of services)

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

It is the Vendors' responsibility to read the following General Conditions, and the Instructions, Specifications and bid requirements which outline the bidding rules of Berlin Central School District.

DEFINITIONS

"Notice to Bidders" A formal statement which, when issued by Berlin Central School District, constitutes a solicitation for bids.

"District" The Board of Education of Berlin Central School District.

"Bid" An offer to furnish services in accordance with the Notice to Bidders, the General Conditions, Instructions, and Specifications.

"Vendor" Any individual, company, or corporation submitting a bid.

"Contract" A notice to the Successful Vendor by the issuance of a Purchase Order; also all documents relating to the transaction, including but not limited to: the Offer of the Successful Vendor, Notice of Request for Proposals, General Information, General Conditions, Detailed Instructions, Specifications, Notice Of Award, Proposal.

"Successful Vendor" Any Vendor to whom an Award is made by Berlin Central School District.

"Contractor" Any Vendor to whom a Contract is made by the Board of Education.

"Specifications" Detailed description of requested services including any materials, supplies, or equipment necessary to install said service, and the conditions for its purchase.

BIDS

The date, time, and place of bid opening will be given in the Notice to Bidders document.

All bids must be submitted in accordance with instructions provided by the Board.

All bids received after the time stated in the Notice to Bidders document will not be considered and will be returned unopened to the Vendor. The Vendor assumes the risk of any delay in the mail or in the handling of the mail by employees of Berlin Central School District. Whether sent by mail or by means of personal delivery, the Vendor assumes responsibility for having the Proposal deposited on time at the place specified.

Bid Changes:

Opened (or Awarded Bids): Vendors requesting changes such as pricing or service or material or supplies or equipment specifications to an opened or an awarded bid will not be accepted.

Unopened Bids: Vendors desiring to make any changes to an already submitted bid can only be made prior to the bid opening. In this event, it will be the bidder's responsibility to request in writing to Berlin Central School District that the aforementioned bid be withdrawn and returned to said bidder at bidder's expense. However, this request must be received by Berlin Central School District within a reasonable time before the bid opening so as to minimize any disruptions. If so chosen, it would then be the responsibility of the bidder to resubmit a revised bid in a sealed envelope by the bid opening time and date as specified in the Notice to Bidders document.

The Non-Collusive Bidding Certification must be included with each bid as required by General Municipal Law, section 103-d.

The submission of a bid will be construed to mean the Vendor is fully informed as to the extent and character of the services required and a representation that the Vendor can furnish the services satisfactorily in complete compliance with the Specifications.

Prices and information required should be typewritten for legibility. Illegible or vague Proposals may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.

Sales to Berlin Central School District 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 Berlin Central School District is exempt from such taxes. The price shall be net and shall not include the amount of any such tax.

All bids must be sealed. Standard envelopes may be used, clearly marked with the bid category - "Snow Removal".

AWARD

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 services to be furnished, their conformity with all Bid Specifications, the purposes for which required, and the terms of delivery.

Berlin Central School District reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects; qualifications, irregularities; and omissions if in its judgment the best interests of the District will be served. Also reserved is the right to reject bids and to purchase items on State or County Contracts if such items can be obtained on the same terms, conditions, specifications, and at a lower price.

Berlin Central School District reserves the right to reject any and all bids not deemed in the Public's best interest. Berlin Central School District also reserves the right to reject any such bids, as in Berlin Central School District opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind.

If two or more Vendors submit identical bids as to price, the decision of the District to award a Contract to one of such identical Vendors shall be final (General Municipal Law, sec. 103, sub. 1).

Each bid will be received with the understanding that the acceptance thereof in writing by the Board, to furnish any or all of the services described therein shall constitute a Contract between the Successful Vendor and Berlin Central School District. This Contract shall bind the Successful Vendor to furnish and deliver at the prices and in accordance with the conditions of the Proposal.

Any and all Awards resulting from this bid shall be final and shall be for the complete term of the Contract. No rescinding of Awards will be made because of Vendor error or inability to supply a service.

The Successful Vendor is responsible for reviewing the Notice of Award or Purchase Order for errors. Any clerical errors in the Award must be forwarded, in writing, to the Office of the Business Manager within five (5) working days of the Notification of Award. No corrections will be made beyond that date. If clerical errors are discovered too late to be corrected, a "no award" will be issued on those affected services. The services may be re-bid or quoted at a later date.

A Contract may be canceled at the Successful Vendor's expense upon non-performance of Contract.

Cancellation of Contract for any reason may result in removal of the Successful Vendor's name for future proposals for an indefinite period.

It is mutually understood and agreed that the Successful Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or the

right, title, or interest therein, or the power to execute such Contract, to any other person, company, or corporation, without the previous written consent of Berlin Central School District.

GUARANTEES BY THE SUCCESSFUL VENDOR

The Successful Vendor guarantees to carry adequate insurance to protect Berlin Central School District from loss in case of accident, fire, theft, etc., and to provide a valid Certificate of Insurance for General Liability and Worker's Compensation Insurance (if applicable) Coverage(s) and listing the Berlin Central School District as an additional insured.

PAYMENTS

Payment will be made only after correct presentation of claim forms or invoices as may be required.

CONTRACTUAL INDEMNIFICATION AND CONTRIBUTION

The Contractor hereby agrees, to the fullest extent permitted by law, to assume the entire responsibility and liability for and defense of and to pay and indemnify the BERLIN CENTRAL SCHOOL DISTRICT, its Board of Education, and its employees, agents and assigns, (hereinafter referred to collectively as the "BERLIN CENTRAL SCHOOL DISTRICT"), against any loss, cost, expense, liability or damage and will hold the BERLIN CENTRAL SCHOOL DISTRICT harmless from and pay any loss, cost, expense, liability or damage (including, without limitation, judgments, attorney's fees, court costs and the cost of appellate proceedings,) which the BERLIN CENTRAL SCHOOL DISTRICT incurs because of injury to or death of any person or on account of damage to property, including loss of use thereof, or any other claim arising out of, in connection with, or as a consequence of the performance of the work or services required of the Contractor under this Agreement and/or any acts or omission of the Contractor or any of its officers, directors, employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor for whom it may be liable as it relates to the scope of this Agreement, whether such injuries to person or damage to property are due to any negligence of the BERLIN CENTRAL SCHOOL DISTRICT, its employees or agents or any other person.

- The Contractor's duty to indemnify shall also require the Contractor to pay and reimburse the BERLIN CENTRAL SCHOOL DISTRICT for all court costs, cost of appellate proceedings, disbursements and attorneys' fees that the BERLIN CENTRAL SCHOOL DISTRICT may incur in the enforcement or prosecution of its indemnity rights against the Contractor.
- Whenever the BERLIN CENTRAL SCHOOL DISTRICT is prohibited from obtaining contractual indemnification under this Agreement by reason of the General Obligations Law of New York, the Contractor further agrees that it will contribute to the payment and satisfaction of all judgments entered against the BERLIN CENTRAL SCHOOL DISTRICT, in proportion to the Contractor's relative culpability.
- The rights and duties created by this provision shall be in addition to and not in limitation upon any common-law, statutory and other contractual rights that the BERLIN CENTRAL SCHOOL DISTRICT has against the Contractor, and shall continue in full force and effect notwithstanding the expiration or termination of the term of this Agreement.

SAFETY DELEGATION CLAUSE

As between Contractor and Berlin Central School District (Owner), the Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs (including the provision of safety equipment and devices) in connection with the performance of the Work and services required under this Agreement.

Contractor shall comply with all applicable laws, ordinances, rules, regulations (including but not limited to 12 NYCRR 23, and federal OSHA regulations), as well as all lawful orders of public authorities related to safety of persons or property.

MERGER, WRITTEN MODIFICATION AND NON-WAIVER CLAUSE

This Agreement represents the entire and integrated agreement between the Berlin Central School District and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

This Agreement may be amended only by written instrument. All amendments and modifications of this Agreement must be in writing, signed by both parties.

The Berlin Central School District shall not be deemed to have waived any term or requirement of this Agreement unless the waiver is expressly memorialized in a writing signed by both parties.

PROOF OF RECEIPT

Contractor hereby acknowledges receipt, at the time of execution of this contract, of an exact copy hereof completely filled in.

SAVING CLAUSE

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

Vendor Response Form

Snow Removal Bid

Vendor Name: _____

Telephone Number(s): _____

Contract Period: December 22, 2023 through April 30, 2024

Snow Removal Schedule:

| Location | Bid Item Description | Contract Period | Price Per Plowing |
|-----------------|---------------------------------|----------------------------|------------------------------|
|-----------------|---------------------------------|----------------------------|------------------------------|

| | | | |
|--------------------------------|------------------------------------|-----------------------------|----|
| Berlin Middle / High School | Snow removal from Main Parking Lot | 12/22/2023 to 04/30/2024 | \$ |
|--------------------------------|------------------------------------|-----------------------------|----|

Note: Snow is to be plowed when there is an accumulation of 3 or more inches (either by snow fall or by drifting) OR when requested by the Superintendent of Building & Grounds. On school days, snow removal at this facility must be completed by 6:00 A.M.

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|---|--|-----------------------------|----|
| B.C.S.D. Bus Maintenance Facility | Snow removal from Main Parking Lot and All Access Driveways | 12/22/2023 to 04/30/2024 | \$ |
|---|--|-----------------------------|----|

Note: Snow is to be plowed when there is an accumulation of 3 or more inches (either by snow fall or by drifting) OR when requested by the Superintendent of Building & Grounds. On school days, snow removal at both locations must be completed by 6:00 A.M.

Berlin Central School District reserves the right to reject any and all bids.