

**BOARD OF EDUCATION
UTICA CITY SCHOOL DISTRICT
ADMINISTRATION BUILDING
929 YORK STREET
UTICA, NEW YORK 13502**

Bid Request – Construction Technology Lab – Tools & Equipment

Bids will be accepted until 2:00 p.m. on April 22, 2024

LEGAL NOTICE

The Board of Education of the Utica City School District, 929 York Street, Utica, New York, requests a bid for Construction Technology Lab – Tools & Equipment. Bids will be accepted until 2:00 p.m. on April 22, 2024. The bid opening will be conducted in person at the Utica City School District Administration Building at 2:00 p.m. on April 22, 2024, at which time they will be opened and read.

Bids are to be based on specifications entitled, “**Bid Request – Construction Technology Lab – Tools & Equipment**”, copies of which are on file and may be secured at the Finance Department of the Utica City School District, 929 York Street, Utica, New York. Bid documents also may be obtained digitally in PDF format by email from the District’s Purchasing Agent, JoAnn Giotto at jgotto@uticaschools.org.

Bids shall be enclosed in a sealed envelope and addressed to the District’s Purchasing Agent, JoAnn Giotto and delivered to the Utica City School District’s Finance Office located at 929 York Street, Utica, New York 13502.

The Board of Education hereby reserves the right to reject any and all bids.

**BOARD OF EDUCATION
UTICA CITY SCHOOL DISTRICT**

Introduction

The Utica City School District is issuing this Bid Request for the Construction Technology Lab – Tools & Equipment.

Brief Description of the District

Utica City School District is located in the City of Utica, Oneida County, New York.

Enrollment: 9,519 enrolled in grades K-12

Schools: 10 elementary schools, 2 middle schools and 1 high school.

BOCES: Oneida-Herkimer-Madison BOCES and the Mohawk Regional Information Center

Bid Due Date

Bids shall be enclosed in a sealed envelope and addressed to the District's Purchasing Agent, JoAnn Giotto and delivered to the Utica City School District's Finance Office located at 929 York Street, Utica, New York 13502 by 2:00 p.m. on April 22, 2024.

Bid Procedures

Information and Documents

The District requires that the included "*Statement of Fees*" (Form A), "*Non-Collusive Bidding Certification*" (Form B) and "*Certification of Compliance with the Iran Divestment Act*" (Form C) be completed and submitted with the proposal.

Submission of Bids

All bids must be received by the Purchasing Agent no later than April 22, 2024 at 2:00 p.m. Any bids received after this time will be returned unopened to the firm. Each firm shall submit one (1) original bid and nine (9) copies and (1) one electronic copy (USB) in a sealed envelope to the following:

JoAnn Giotto, Purchasing Agent
Utica City School District
Administrative Building
929 York Street
Utica, NY 13502

The envelope should be marked "Bid for Construction Technology Lab – Tools & Equipment". All bids and accompanying documents shall become the property of Utica City School District.

GENERAL CONDITIONS
(For the purchase of goods & services)

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

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

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

DEFINITIONS

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

BIDS

1. The date, time, and place of Bid opening will be given in the Notice to Bidders.
2. All Bids must be submitted on Bid offer forms and in accordance with instructions provided by the Board.
3. All Bids received after the time stated in the Notice to Bidders will not be considered and will be returned unopened to the Vendor. The Vendor assumes the risk of any delay in the mail or in the handling of the mail by employees of the Utica City School District. Whether sent by mail or by means of personal delivery, the Vendor assumes responsibility for having the Bid deposited on time at the place specified.
4. All information required by the Notice to Bidders, General Conditions, Special Conditions, Instructions, Contract and Specifications, and Bid, in connection with each item against which a Bid is submitted, must be given to constitute a regular Bid.
5. The Non-Collusive Bidding Certification must be included with each Bid as required by General Municipal Law, section 103-d.
6. The submission of a Bid will be construed to mean the Vendor is fully informed as to the extent and character of the products and/or services required and a representation that the Vendor can furnish the products and/or services satisfactorily in complete compliance with the Specifications.
7. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the Specifications must be set forth in space provided in the Bid for this purpose.
8. Prices and information required should be typewritten for legibility. Illegible or vague Bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
9. The quantities for each Bid are indefinite, but estimates given in the Specifications reflect anticipated requirements. The Contract, however, shall be for the quantities actually ordered during the contract period. The Contractor must furnish all the quantities actually ordered.
10. Sales to the Utica City School District are not affected by any fair trade agreements.
11. No charge will be allowed for Federal, State, or municipal sales and excise taxes since the Utica City School District is exempt from such taxes. The price shall be net and shall not include the amount of any such tax.

12. In all Specifications, the words “or equal” are understood after each article, or on any patented article. The decision of the Utica City School District as to whether an alternate or substitution is in fact “equal” shall be final. If Bids are submitted on items other than those specified, the Vendor must in every instance give the trade designation of the article, manufacturer’s name, and detailed specifications of the item proposed to furnish. Otherwise, the Bid will be construed as submitted on the identical item as specified.
13. When Bids are requested on a lump sum basis, the Vendor must complete each item in the lump sum group. A Vendor desiring to submit a “no charge” on an item in a group must so indicate; otherwise the entire Bid for the group may be rejected.
14. The Vendor must insert the price per unit and the extensions against each item in the Bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
15. All Bids must be sealed. Plain, opaque envelopes must be used, clearly marked “Bid” with the corresponding Bid number. 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.
16. No interpretation of the meaning of the Specifications or other Contract Document will be made to any Vendor orally. Every request for such interpretation should be in writing, addressed to the Utica City 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 Vendors on record by the Utica City School District in the form of an Addenda to the Specifications. All Addenda so issued shall become part of the Contract Documents.

SAMPLES

17. The Utica City School District reserves the right to request a representative sample products and/or services quoted upon either prior to the Award or before shipments are made. If the sample is not in accordance with the requirements of the Specification, the Utica City School District may reject the Bid; or, if the Award has been made, cancel the Contract at the expense of the Successful Vendor.

AWARD

18. The bid will be awarded to the lowest responsive and responsible bidder.
19. The Utica City 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 Utica City School 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.

20. The Utica City School District reserves the right to reject any and all Bids not deemed for the best interest of the Utica City School District and to reject as informal such Bids, as in the opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced Bids. By an unbalanced Bid, it is meant one in which the amount submitted for one or more separate items is substantially out of line with current market prices for the products, services, materials and/or work covered thereby.
21. The Utica City School District reserves the right to make Awards within 60 days after the date of the Bid opening during which period Bids may not be withdrawn unless the Vendor distinctly states in the Bid that acceptance thereof must be made within a shorter specified time.
22. Each Bid will be received with the understanding that the acceptance thereof in writing by the Board, to furnish any or all of the products and/or services described therein shall constitute a Contract between the Successful Vendor and the Utica City School District. This Contract shall bind the Successful Vendor to furnish and deliver at the prices and in accordance with the conditions of the Bid.
23. Vendors should ensure accuracy in figures **prior to** submission. If a Vendor discovers a mistake in an item in their Bid award and wants that item award rescinded after it has been Awarded, the Utica City School District reserves the right to rescind the entire award and the Vendor's responsibility may be questioned for future Bids.
24. The placing in the mail of a Notice of Award or Purchase Order to a Successful Vendor, to the address given in the Bid, will be considered sufficient notice of acceptance of Contract.
25. Any and all Awards resulting from this Bid shall be final and shall be for the complete term of the Contract. No rescinding of Awards will be made because of Vendor error or inability to supply a product and/or service.
26. 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 District Business Official 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 products and/or services. The products and/or services will be rebid or quoted at a later date.
27. A Contract may be canceled at the Successful Vendor's expense upon non-performance of Contract.
28. Cancellation of Contract for any reason may result in removal of the Successful Vendor's name from mailing list for future Bids for an indefinite period.

29. 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 the Utica City School District.

GUARANTEES BY THE SUCCESSFUL VENDOR

30. The Successful Vendor guarantees to carry adequate insurance to protect the Utica City School District from loss in case of accident, fire, theft, etc.

PAYMENTS

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

SAVING CLAUSE

32. 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.

SPECIAL CONDITIONS

1. Bid Pricing will remain firm during the contract period. Shipping, handling, freight and related transportation costs need to be factored into the vendor's submitted bid pricing for those items they bid on, not bid as a separate amount.

2. **Award:**

Bids received from vendors by or before the date and time of the bid opening will be considered, reviewed, and evaluated as part of the bid award process. The District reserves the right to award the bid on a total or individual item basis.

3. Exceptions to any of items listed in this bid package must be noted on the "**Bidder's Exclusion**" page.

4. **"Or Equal":**

In all specifications, the words "or equal" are understood after each item. The decision of the District as to whether an alternate or substitution is, in fact, "equal" shall be final. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the item and detailed specification of the item he or she proposes to furnish. The bid will otherwise be construed as being submitted on the identical item as specified.

5. No charge will be allowed for federal, state or municipal sales and excise taxes from which the District is exempt. Bid pricing submitted by vendors also will not reflect or include any such taxes. Exemption certificates will be furnished directly by the District.
6. The submission of a bid will be construed as an indication that the bidder is fully informed as to the extent and character of the supplies required and can furnish the supplies satisfactorily to the extent of the specifications.
7. All bids received after the time stated in the Notice To Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of mail by employees of the 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.

8. **Descriptive Literature:**

Proposals to furnish an item of manufacture other than that specified must be accompanied by the name of the manufacturer, brand name, catalog number, cuts, prints, illustrations or photographs showing full details and supplemented with complete information as to how the items differ from that specified.

9. All literature must be clearly marked to reference the item, as found in the bid sheet.

NOTE: Bids that do not contain clearly marked literature and complete information detailing how the items differ from that specified may not be considered for award.

10. Prices are to be Free on Board (F.O.B) delivery location.
11. **Bid pricing must include all fees (i.e. shipping, hazardous material handling, freight, transportation, fuel and delivery charges, maintenance, re-qualification, and other industry related charges). No additional line items charges of any kind will be permitted.**
12. All bid quotations must include freight charges and inside delivery to the District location specified and any installation costs, if applicable, except as otherwise stated in this invitation to bid.
13. The District reserves the right to reject any or all bids, to waive such informalities or to accept equivalent bids where it is determined to be in the best interest of the District.
14. **Complaints:** - Both the District and vendors will submit all complaints in writing to the appropriate party(s) within four (4) days of any occurrence. The District Business Office will maintain a file of all complaints that are submitted from both the vendor and the District.
15. All bid proposals shall be binding, except where it is specifically excluded in writing by the bidder in the original bid submission.

16. The District reserves the right to request reports from the awarded vendor(s) of quantities purchased for specific items under this bid or if need be previous bids.
17. **Buy Against Clause:** – The District may immediately purchase products in the open market if the awarded bidder fails to deliver within the time specified, or fails to make replacements of items deemed unacceptable by the District. The District reserves the right to authorize immediate purchase from other sources against late deliveries and rejections on any contract when necessary. On all such purchases the successful bidder(s) agrees to reimburse the District promptly, or deduct from the current balance owed, if applicable, for excess cost occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference.
18. **Insurance** - Vendors shall maintain adequate insurance to protect them from all claims under the Workers' Compensation Act. If requested, a Certificate of Insurance shall be submitted verifying Liability Insurance coverage.
19. **Material Data Safety Sheets (MSDS)** must accompany every shipment for all items having an established MSDS, as set forth by the New York State Right to Know Law enacted in 1970, and the Federal Hazard Communications Standard enacted in 1983. Vendors not supplying MSDS sheets may be declared an unresponsive bidder for future bids.

Tools & Equipment Required for Bid:

1. Phillips Bros. 10" Industrial Saw 5hp 230v 3phase (1)
2. Phillips Bros 36" Industrial T-Glide Fence System (1)
3. Phillips Bros. Industrial Saw Stop Mobile Base (1)
4. Phillips Bros 14" Bandsaw Wbs-14cs (2)
5. Phillips Bros Scroll saw 20" (2)
6. Phillips Bros Scroll Saw Stand for Dw788 (2)
7. Phillips Bros 17" Drill Press 3/4hp jdp-17 (2)
8. Phillips Bros Mobile Downdraft Table (1)
9. Phillips Bros Belt & Disc Sander w/Closed Base W Intigrated Mobile Base (1)
10. Phillips Bros Oscilating Spindle Sander (1)
11. Phillips Bros Elec 12" Double Bevel Slide Miter Saw (1)
12. Phillips Bros Heavy Duty Miter Stand (1)
13. Phillips Bros 511 Vertical Panel Saw (1)
14. Phillips Bros Horizontal Bandsaw 7x12 with Vertical Option (1)
15. Phillips Bros 25" Wide Belt Sander 15hp 3 Phase 230/460v Variable Speed Dro (1)
16. Phillips Bros Jointer 12" (1)
17. Phillips Bros 25" Planer w/Helical Head 15hp 3 Phase 230/460v (1)
18. Phillips Bros Large Router Table System w Stand, Fence & Top (1)
19. Phillips Bros 9"x138" Oscilating Edge Sander (1)
20. Phillips Bros Flextec 350XPC/DLF-82 EDU Ready Pak (2)
21. AES Onsite Equipment Setup and Training to include onsite equipment assembly and placement of equipment. Schools Electrical Contractor to make final utility connection. Includes on site machine orientation and training (1)

22. Philipps Bros 16oz Nylon Grip Straight Claw Hammer (12)
23. Philipps Bros 16oz Nylon Grip Curved Claw Hammer (12)
24. Philipps Bros Sledge Hammer 8lb Wood Handle (12)
25. Philipps Bros Sledge Hammer 12lb Wood Handle (12)
26. Philipps Bros Medium Trigger Clamp 6" (12)
27. Philipps Bros 24" XL Trigger Clamp (12)
28. Philipps Bros Large Trigger Clamp 12" (12)
29. Philipps Bros Small Trigger Clamp 4 1/2" (12)
30. Philipps Bros Mechanics Tool Set sae/Metric 150pc (12)
31. Philipps Bros 106pc 1/4 & 3/8 Dr Sae & Mm Socket Set (12)
32. Philipps Bros Hammer Drill Bit Set 7pc (12)
33. Philipps Bros 29pc Hss Pilot Point Drill Bit Set (12)
34. Philipps Bros Spade Bit Set 6" 16pcs (12)
35. Philipps Bros Hanson 117pc Tap & Die Set Sae & Metric (12)
36. Philipps Bros Elec 5" Random Orbit Sander (12)
37. Philipps Bros Elec Belt Sander 3x21vs (12)
38. Philipps Bros Dremel 3000 Toll 1 Att 24 Accy's (12)
39. Philipps Bros Kreg Jig (12)
40. Philipps Bros Fine Finish Hand Saw (12)
41. Philipps Bros 15" 9pt Hand Saw (12)
42. Philipps Bros 20" Finish Cut Handsaw (12)
43. Philipps Bros Aviation Snips Let Cut (Red) (12)
44. Philipps Bros Aviation Snips Right Cut (Green) (12)
45. Philipps Bros Aviation Snipstraight Cut (Yellow) (12)
46. Philipps Bros 26 Pocket Tool Rig with Belt (24)
47. Philipps Bros Visitor Spec Clear (48)
48. Philipps Bros Gloves double Leathe Palm w/canvas Back (48)
49. Philipps Bros 10" Steel Pipe Wrench (12)
50. Philipps Bros 14" Steel Pipe Wrench (12)
51. Philipps Bros 24" Steel Pipe Wrench (12)
52. Philipps Bros 24oz Ball Pein Hammer (12)
53. Philipps Bros Hand Wire Brush Carbon Steel (12)
54. Philipps Bros Drywall T square (12)
55. Philipps Bros 6ft Wood Rule (24)
56. Philipps Bros 5-inch Hd Workshop Vise (6)
57. Philipps Bros Woodworkers Vise (6)
58. Philipps Bros Fatmax Wood Chisel Set 3pc (12)
59. Philipps Bros Elec 3 1/4" Plane Kit (12)
60. Philipps Bros Bench Plane #4 (12)
61. Philipps Bros Durasoft Handle London Pattern Trowel (12)
62. Philipps Bros Perma Shape Trowel 16"x4" (12)
63. Philipps Bros Durasoft Handle Mag Float 16" (12)
64. Philipps Bros Masons Brush 6 1/2" (12)
65. Philipps Bros Brick Trowel 4 3/4x9 1/2" (12)
66. Philipps Bros Tuck Point Trowel (12)
67. Philipps Bros Paver and Brick Buster (3)
68. Philipps Bros Elec 14" Masonary Saw (3)

69. Philipps Bros 48" Bull Float (6)
70. Phillips Bros Twister Bull Float Bracket (6)
71. Philipps Bros Bull Float Handle 96" (6)
72. Philipps Bros Durasoft Handle Mag Float 16" (12)
73. Philipps Bros 24" True Blue Digital Level (12)
74. Philipps Bros 48" True Blue Digital Level (12)
75. Philipps Bros Chalk Box (12)
76. Philipps Bros Flex 24v 5pc Tool Kit Hammer Drill, Recipcirc, Grinder, Flash Light, Batteries and Charger (12)
77. Philipps Bros 24v Flex1/4" Impact Driver (12)
78. Philipps Bros 3 in 1 Stack Pack Mobile Storage System (12)
79. Philipps Bros Fatmax Tape w/BLD Armor 25 (24)
80. Philipps Bros Tape Measure 100' Fiberglass (2)
81. AES Onsite Equipment Setup and Training to include hand tool unpacking, assembly and placing in appropriate storage. (1)

In all specifications, the words "or equal" are understood after each item. 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, the bidder must, in every instance, give the trade designation of the item and detailed specification of the item he or she proposes to furnish. The bid will otherwise be construed as being submitted on the identical item as specified. The Utica City School District reserves the right to award bids by total, group or individual items, whichever is in the best interest of the School District.

****DELIVERY AND INSTALL MUST BE INCLUDED****

FORM A

STATEMENT OF FEES

Cost for all equipment listed above: \$ _____

Delivery & Install, to include Onsite Equipment Setup and Training, hand tool unpacking, assembly and placing in appropriate storage.: \$ _____

TOTAL COST: \$ _____

BID QUALIFICATION EXCLUSIONS

Please list all exclusions to Bidder Qualifications and attach information as necessary. Please return this page with your Bid Form. Attach additional pages, if necessary.

AUTHORIZED SIGNATURE: _____

DATE: _____

FORM B
UTICA CITY SCHOOL DISTRICT

NON-COLLUSION BIDDING CERTIFICATION

By submission of this bid or proposal, the bidder and each person signing on behalf of the bidder or bidders, subject to the terms of Section 103-d of the General Municipal Law amended by Chapter 675 of the Laws of 1966 certifies that:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

- b. Unless otherwise required by Law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the bidder and are not knowingly being disclosed by the bidder, prior to opening, directly or indirectly, to any other bidder or to any competitor.

- c. No attempt has been made or is to 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.

- d. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in the certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as the person signing in its behalf.

SIGNATURE: _____

TITLE: _____

LEGAL ADDRESS: _____

DATE: _____

**FORM C
UTICA CITY SCHOOL DISTRICT**

**PROPOSER'S CERTIFICATION OF COMPLIANCE WITH IRAN
DIVESTMENT ACT OF 2012**

In accordance with General Municipal Law Section 103-g, which generally prohibits the School District from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

Proposer's Certification

_____ By submission of this bid or 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/proposer is not on the list created by the Office of General Services (OGS) pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law

_____ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____

Name of Bidder/Proposer

Signature of Authorized Official

Printed or Typed Name of Official and Title

Sworn to before me this

_____ day of _____, 20_____

Notary Public