

Bid Form for the Port Jervis City School District:

Price Proposal for 4' x 4' x 3' Wooden Playhouse:

The sum of \$ 32.00 Thirty two Dollars \$ 32.00

The undersigned hereby certifies that he/she has full authority to make the Proposal and does further declare that he/she, or they are the only person or persons interested in the Proposals and has not entered into any collusion in preparing the Proposals.

The undersigned acknowledges that there will be no cost to the Owner pertaining to the submission of this Proposals and the Owner(s) has the right to reject any and all bids.

The undersigned acknowledges that he/she is fully aware of the time constraints and coordination required as outlined in the information for bidders and agrees, if awarded the work, to submit all required documents before work starts. It is also agreed that a construction schedule will be submitted within the schedule required.

The undersigned acknowledges that he/she is aware that the School District reserves the right to accept the base price proposal or base price proposal combined with alternate, to waive any informalities in any proposal, or to reject any or all proposals, if, in its opinion, the best interest of the School District will thereby be promoted.

Respectfully submitted,

Name of Firm _____

By: Signature Nichole Andriac Printed Nichole ANDRIAC

Title _____ Date 8/1/14

NOTICE TO BIDDERS

The Board of Education of the City School District of the City of Port Jervis hereby invites submission of sealed bids on **ONE (1) WOODEN PLAYHOUSE 4' X 4' X 3'**. Bids will be received until 2:00 pm on the 2nd day of August, 2016 in the office of the Board of Education at which time and place all bids will be publicly opened. Specifications and bid forms may be obtained at this office between 8:00 am and 4:00 pm. The Board reserves the right to award the bid in any manner it deems to be in the best interest of the school district or to reject all bids. Any bid submitted will be binding for 60 days subsequent to the date of the bid opening.

Board of Education
City School District of the City of Port Jervis
9 Thompson Street
PO Box 1104
Port Jervis, NY 12771
July 19, 2016

**THIS FORM MUST BE SIGNED AND NOTARIZED
SUBMIT WITH PROPOSAL**

HOLD HARMLESS AGREEMENT

It is hereby agreed and understood that the Purchaser agrees to hold harmless and indemnify The Port Jervis City School District, Port Jervis City School District Board of Education, or any officer, agent, servant or employee of the Port Jervis City School District from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

- A) Any injury to person or property sustained by the Purchaser, its agents, servants or employees or by any person, firm or corporation employed directly or indirectly by them upon or in connection with their performance under the Contract, however caused.
- B) Any injury to person or property sustained by any person, firm or corporation, caused by any act, default, error or omission of the Purchaser, its agents, servants or employees or of any person, firm or corporation, directly or indirectly employed by them upon or in connection with performance under the contract.

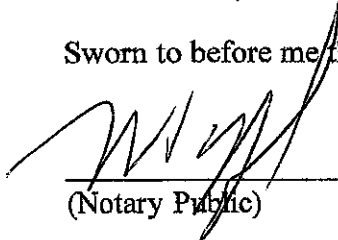
The assumption of indemnity, liability and loss hereunder shall survive Purchaser's completion of service or other performance hereunder and any termination of this Contract.

The Purchaser at its own expense and risk shall defend any such legal proceedings that may be brought against the Port Jervis City School District, Port Jervis City School District Board of Education or any officer, agent, servant or employee of the Port Jervis City School District on any claim or demand and shall satisfy any judgment that may be rendered against the Port Jervis City School District, Port Jervis City School District Board of Education or any officer, agent, servant or employee of the Port Jervis City School District.

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that Purchaser may deem the same to be frivolous or without merit. It is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Contractor.

Signature Nichole ANDREAC Date 8/1/14

Sworn to before me this 1st day of August 2014.



(Notary Public)

NA

Purchaser's Initials

RANDALL V. COFFILL
Notary Public, State of New York
Residing in Orange County
Commission Expires 8.31.2017

BID PROPOSAL CERTIFICATIONS

Firm Name Nichou ANZIAE

Business Address 4 Marlec Dr. Huguenot, NY 12746

Telephone Number 858-0665/645-5534 Date of Bid 8/1/14

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Iran Divestment Act -

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 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 state finance law.

III. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or 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.

(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 the foregoing certification, the bidder shall so state and shall 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.

"(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 of knowledge and belief:

The fact that a 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).

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

2. Any bid hereafter 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 be 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 bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

(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 or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

Signature (Authorized) Nichou ANZIAE

Title _____

Board of Education
Port Jervis City School District
9 Thompson Street
Port Jervis, New York 12771

SPECIFICATIONS AND BIDFORM
FOR
SURPLUS WOODEN PLAYHOUSE
4' x 4' x 3'

BID OPENING DATE: August 2, 2016

TIME: 2:00 PM

PLACE: BOARD OF EDUCATION, 9 THOMPSON ST., PORT JERVIS, NY 12771

We, the undersigned, have examined the proposal and specifications for SURPLUS WOODEN PLAYHOUSE 4' x 4' x 3' and are pleased to submit our bid and further agree to abide by all the clauses in this agreement. It is understood that this bid is for labor and material.

MAIL OR DELIVER SEALED BIDS TO:
PORT JERVIS CITY SCHOOL DISTRICT
ATTENTION: D. RUTT
9 THOMPSON STREET
PO BOX 1104
PORT JERVIS, NY 12771

NAME OF BID COMPANY: Nichole ANDRIAC
ADDRESS: 4 Marlec Dr.
CITY, STATE, ZIP: Huguenot NY 12746
TELEPHONE: 858-0665 / 645-5534
FAX: _____
SIGNATURE OF BIDDER: Nichole ANDRIAC
TITLE: _____
DATE: August 1, 2014

**PORT JERVIS CITY SCHOOL DISTRICT
GENERAL BID CONDITIONS**

(For the sale of surplus material, supplies and/or equipment)

All invitations to submit a proposal issued by the Port Jervis City School District ("District") will bind the Bidder to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each contract of sale awarded by the District.

DEFINITIONS

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| "District" | Shall mean the Port Jervis City School District. |
| "Board" | The Board of Education of the District. |
| "Proposal" | An offer to purchase equipment in accordance with the invitation to bid, the general conditions, special instructions, and the specifications. |
| "Bidder" | Any individual, company, or corporation submitting a proposal. |
| "Specifications" | Description of materials, supplies, and/or equipment and the general conditions for its purchase. |

PROPOSALS

1. The date, time, and place that proposals are due will be supplied in a cover letter.
2. All proposals must be submitted in accordance with the instructions provided by the Board.
3. All proposals received after the time stated in the cover letter 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 receipt and/or handling of the mail by employees of the District. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having his/her proposal deposited on time and at the place specified.
4. The submission of a proposal will be construed to mean that the Bidder is fully informed as to the extent, condition and character of the equipment offered for sale. All equipment is sold in an "**AS IS CONDITION.**"
5. 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.
6. Bidders must insert the price per item. Prices shall be extended in decimals, not fractions.
7. Proposals shall be FOB at the District facilities. If an award is made on any other basis, transportation charges must be prepaid by the Bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been paid for.
8. All proposals must be sealed and submitted in a plain or opaque envelope; clearly marked as to the bid, including the name and address of the Bidder, the item(s) bid for and the date and time of submission. Telegraphed proposals may be considered at the discretion of the District. Telephone quotations or amendments will not be accepted at any time.

9. No interpretation of the meaning of the specifications or other contract documents or request for information will be made to any Bidder orally. Any such request must be submitted to the District no later than five (5) days before the bid opening date. Notice of any and all such interpretations and any supplemental instructions will be sent to all Bidders of records by the District in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.
10. All Proposals must include a completed non-collusion certificate.

BID AWARD

11. Awards will be made to the most qualified Bidder taking into consideration the ability of the Bidder to pay.
12. The District reserves the right to reject all proposals. Also reserved is the right to reject, for cause, any proposal in whole or in part; to waive technical defects; qualifications; irregularities; or omissions, if in the District's judgment the best interest of the District will be served.
13. The District reserves the right to make awards within sixty (60) days after the date of the proposal during which period proposals may not be withdrawn unless the Bidder distinctly states in his/her proposal that acceptance thereof must be made within a shorter specified time.
14. Where a bidder is requested to submit a proposal on an individual item and also on a total sum or sums, the right is reserved to award the contract on individual items or on total sums, whichever is in the best interests of the District.
15. If two or more Bidders submit identical proposals as to price, the decision of the Board to award a contract to one of such identified Bidders shall be final.

CONTRACT OF SALE

16. Each proposal will be received with the understanding that the acceptance thereof in writing by the Board, to sell any or all of the items described therein, shall constitute a contract between the Bidder and the District. The contract shall bind the Bidder on his/her part to purchase and pick-up the equipment, at the prices and in accordance with the conditions of his/her proposal.
17. The placing in the mail of a notice of an award to a Bidder, to the address given in his/her proposal, will be considered sufficient notice of acceptance of the bid/contract.
18. If the Bidder fails to pay for the equipment within the time specified, or within a reasonable time as interpreted by the District, the District may withdraw the award of bid. If the bid is withdrawn, the Bidder agrees to reimburse the District promptly for costs occasioned by such withdrawal.
19. A contract may be canceled by the District at the Bidder's expense upon nonperformance of the contract.
20. It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his/her right, title, or interest therein, of his/her power to execute such contract, to any other person, company, or corporation, without the previous written consent of the District.

PICKUP OF EQUIPMENT

21. The successful Bidder shall be responsible for the pick-up of equipment within fifteen (15) days of the District's award of the bid at the District facilities, in accordance with the proposal and specifications. The District will not accept the pick-up of equipment on Saturdays, Sundays or legal holidays.
22. Loading and unloading of the equipment is the responsibility of the successful Bidder, and the District accepts no responsibility for loading and unloading of equipment. Any costs incurred due to the failure of the successful Bidder to comply with this requirement will be charged to him/her. No help for loading will be provided by the District and successful Bidders should notify their truckers accordingly.
23. The successful Bidder must contact the Buildings & Grounds Department, at 845-858-3100 Ext. 17501/17502, 48 hours in advance to schedule a date for pickup of the equipment.

PAYMENTS

24. Payment for the equipment shall be tendered by cash or certified check to the District Treasurer located at 9 Thompson Street, Port Jervis, NY 12771. Said payment must be received by the District within seven (7) days of the notice of the award of bid and before accessing the site or removal of the vehicle/equipment. Failure to tender payment shall constitute a termination by Bidder of the contract and Bidder shall be liable to the District for any costs and expenses incurred as a result of the termination.

BID SPECIFICATION

25. The District is offering for sale one (1) 4' x 4' x 3' wooden playhouse. Will be sold in "as is condition".
26. Under this specification, the successful bidder shall be obligated to transport the wooden playhouse off site to a location desired by the purchaser. The wooden playhouse is presently located at the High School, 10 Route 209, Port Jervis, NY.
27. All bids must be submitted on the included Bid Form.
28. A narrative plan describing the bidder's schedule for removal of the equipment must be submitted with the bid.
29. The removal of the equipment shall be completed in accordance with all applicable codes, rules and regulations, including, but not limited to:
 - a. New York State Motor Vehicle Laws
 - b. OSHA
 - c. New York State Department of Labor
 - d. Any other applicable governmental or agency code, rules and regulations.
30. The successful bidder shall furnish to the District, proof of insurance satisfactory to the District.