

DEER PARK UNION FREE SCHOOL DISTRICT – PURCHASING DEPARTMENT

1881 Deer Park Avenue DEER PARK, NY 11729

PHONE: 631-274-4037 / FAX: 631-274-4033

BID NAME: SCRAP METAL

BID NO. BDP12-004

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INVITATION TO BID

DATE: FEBRUARY 8, 2012

NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS ARE SOUGHT AND REQUESTED FOR THE FOLLOWING:

BID NAME: SCRAP METAL

PLACE OF OPENING:

**DEER PARK UNION FREE SCHOOL DISTRICT
DISTRICT OFFICE
1881 DEER PARK AVENUE
DEER PARK, NY 11729**

DATE OF OPENING:

FEBRUARY 22, 2012

TIME OF OPENING:

11:00 AM

**CONTACT PERSON: Lauren von Ende
Purchasing Agent 631-274-4037**

VENDORS MUST SUBMIT BID IN SEALED ENVELOPE.

PLEASE PRINT ON THE FACE OF ENVELOPE:

- 1) NAME & ADDRESS OF BIDDER**
- 2) BID NAME & NUMBER**

It is the bidder's responsibility to read the attached Bid Specifications and GENERAL CONDITIONS, which outline bidding rules of the Deer Park Union Free School District, Purchasing Department.

Upon submission of bid, it is understood that the bidder has read, fully understands and will comply with said GENERAL CONDITIONS and specification requirements.

In order to ensure that bidders have complete specifications and receive notification of all addenda, bids should only be obtained directly from the Deer Park School District Purchasing Agent or online at www.LongIslandBidSystem.com. Any bid documents obtained from any other source may not be complete. The Deer Park School District is not responsible for the content of any bids or specifications obtained from any source other than the aforementioned sources.

The Deer Park Union Free School District requires that this original document be returned intact, that it be signed by an authorized representative, and filled out completely. Only original documents will be accepted. No copies or facsimiles will be allowed. PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID PACKAGE. Therefore, PLEASE MAKE A COPY OF BID DOCUMENT FOR YOUR RECORDS. Thank you.

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GENERAL CONDITIONS
BIDS

1. All proposals shall be made upon forms furnished by the Purchasing Agent for the Deer Park Union Free School District and shall be contained in sealed envelopes addressed to the Purchasing Agent Deer Park UFSD, 1881 Deer Park Avenue, Deer Park, NY 11729.

2. Form of proposal as issued by the School Purchasing Agent shall be completely filled in, in black or blue ink or typed on original bid form. No photocopies will be accepted. No bid will be accepted which contains any changes, additions, omissions or erasures, unless otherwise stated.

3. Bidder must submit with bid detailed specifications, circulars and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Purchasing Agent reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of the Deer Park UFSD as interpreted by the Purchasing Agent of the Deer Park UFSD.

4. All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.

5. Bidder must insert the price per unit and the extensions against each item in this 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. If a price is written in numbers and alpha - the alpha will govern.

6. The prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the School District.

7. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted by the School District.

8. The School District reserves the right to award in whole or in part based on the lowest responsible bid.

9. Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums.

10. All bids received after the time stated for the opening 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 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.

11. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the School District as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade

designation of the article, manufacturer's name, and detailed specifications of item he proposes to furnish, otherwise, bid will be construed as submitted on the identical item as specified.

12. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, material, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

13. If two or more bidders submit identical bids as to price, the decision of the School Board to award a contract to one of such identical bidders shall be final. (General Municipal Law, Sec. 103. sub. 1)

14. It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed.

The bidder must submit with his bid detailed specifications, circulars and all necessary data on the commodity to be furnished. If the commodity offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the above data may result in rejection of the bid. The School District, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids.

15. See attached insurance requirements. Liability, workers compensation and disability coverage statements are required of all bidders. Automobile coverage is required from those who provide delivery. Bidders who use common carriers for delivery do not need automobile coverage statements.

16. In the event satisfactory bids are not received, the Board reserves the right to consider alternative proposals containing deviations from Board specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

17. Bidder must fill in all applicable spaces on bid form. All lines must have an indication of bidder's response whether it be "0", "N/A", "--", or a dollar figure. All lines must be filled in to indicate bidder's acknowledgment of the request.

Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. We cannot assume there is "no charge" when lines are left empty.

18. The following two items will automatically render a bid unacceptable to the Deer Park School District:

a. Failure to sign bid proposal page.

b. Failure to include necessary bid deposit (as required).

It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.

19. Faxed bids will not be accepted.

20. The School District reserves the right to purchase items included in these specifications on New York State, Suffolk County or BOCES Contracts, when available.

SAMPLES

21. Samples, when required, must be submitted strictly in accordance with instructions, otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by

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descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The School District will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the School District shall have the right to dispose of them as its own property.

AWARD

22. The School Board Board reserves the right to reject any and all bids not deemed for the best interest of the School District and to reject as informal such bids, as in their 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 bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.

23. The School Board reserves the right to waive any informality or to reject any or all bids.

24. Awards will be made to the lowest responsive, responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

25. No contract hereunder shall, either in whole or in part, be assigned, transferred, conveyed, sublet or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the School Purchasing Agent.

26. Should the successful bidder fail to meet a delivery date required by the specifications, the School Purchasing Agent may, at her discretion, cancel the order and terminate the contract. In such event, the School District will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.

27. Should any material or equipment delivered fail to meet the specifications, the Purchasing Agent may, at her discretion require the vendor to replace the same with material or equipment which does meet the specifications and, at the vendor's expense, to remove the rejected material or equipment from wherever delivered or stored and in the event that such proper replacement and removal is not made by the vendor within 30 days, to cancel the order and terminate the contract, in which event the School District will assume no responsibility for any expense or loss to the vendor because of such cancellation or termination.

28. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the School District, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the School District, the School District may purchase from other sources to take the place of the item rejected or not delivered. The School District reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to

reimburse the School District promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

29. A contract may be canceled at the successful bidder's expense upon non-performance or poor performance of contract on ten-calendar days written notice to the successful bidder.

30. Payments cannot be processed by School District facilities until contract items have been delivered in satisfactory condition and the contractor has submitted a properly completed invoice to the ordering agency.

31. The Deer Park School District may require the successful bidder to confirm in writing, within ten days of the School District's request, that said bidder will perform the contract in accordance with its bid. The failure of the bidder to so confirm may result in the cancellation of the contract by the School District in its sole discretion.

32. Any errors in the bid award, which are the fault of the School District, must be forwarded, in writing, to the Deer Park Union Free School District Purchasing Agent within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the School District are discovered too late to be corrected we will issue a "no award" on those affected items and rebid or quote at a later date.

33. If a successful vendor back orders or delays deliveries the Deer Park UFSD reserves the right to rescind their award and to disqualify them from future bidding.

34. 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 bidder error or inability to supply them.

35. Title shall not pass until items have been delivered to the School District and accepted by the requesting Department.

36. Executory Clause. It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the Deer Park Union Free School District and appropriated therefore, and no liability on account thereof shall be incurred by the School District beyond the monies available and appropriated for the purpose thereof.

37. The Deer Park School District reserves the right to extend the term of this contract for any length of time up to one year beyond the time herein specified as the expiration date of this contract at identical terms and conditions. Written notice will be given to the contractor.

38. The Deer Park School District reserves the right to cancel this contract on 30 days written notice to the contractor(s).

DELIVERY

39. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final.

40. The School District must be notified twenty-four (24) hours in advance of delivery. The School District reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the School District.

41. The Purchasing Agent will not accept any deliveries on

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Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.

42. Items shall be securely and properly packed for shipment, storage and stocking in shipping containers and according to acceptable commercial practice, without extra charge for packing cases, baling, or sacks.

43. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Receiving Department will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

44. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the Purchasing Agent. The successful bidder will be required to furnish proof of delivery in every instance.

45. Unloading and placing of equipment and furniture is the responsibility of the successful bidder, and the School District accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the School District, and suppliers should notify their truckers accordingly.

46. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number

Name of Article

Item Number (if applicable)

Quantity

Name of the Successful Bidder

47. Successful bidder may be requested to acknowledge, in writing, receipt of order.

48. No items are to be shipped or delivered until receipt of an official purchase order from the Deer Park School District Purchasing Agent.

INSTALLATION OF EQUIPMENT

49. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair or order. Old materials are the property of the successful bidder unless otherwise specified.

50. Equipment, supplies, and materials shall be stored at the site only on the approval of the Purchasing Agent and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

51. Work shall be progressed so as to cause the least inconvenience to the School District and with proper

consideration for the rights of the other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.

52. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

53. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is". Equipment is available for inspection only at the delivery point unless otherwise specified.

GUARANTEES BY THE SUCCESSFUL BIDDER

54. The successful bidder guarantees:

(a) His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

(b) To furnish adequate protection from damage for all work and repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.

(c) To carry adequate insurance to protect the School District from loss in case of accident, fire, theft, etc.

(d) That all deliveries will be equal to the accepted bid sample.

(e) That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the School District. Any merchandise provided under the contract, which is or becomes defective during the guarantee-period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the District.

SAVING CLAUSE

55. 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 he is unable to prevent.

ADDENDA AND INTERPRETATIONS

56. No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before

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receipt of bids. Requests for interpretations prior to receipt of bids must be presented, in writing, to the Purchasing Agent, Deer Park Union Free School District 1881 Deer Park Avenue, Deer Park, NY 11729, and to be given consideration must be received by the Purchasing Agent at least five (5) business days prior to the date set for the opening of bids.

57. Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addenda sent to all holders of Contract Documents at the addresses furnished therefor, at least two (2) days prior to date set for the opening of bids.

58. Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

QUALIFICATIONS OF BIDDERS

59. The School District reserves the right to make such investigation as it may deem necessary or advisable to determine any bidder's ability to do the work, and the bidder shall furnish to the District, on request, all data and information pertinent thereto. The District reserves the right to reject any bid if such investigation fails to satisfy the School District that the bidder is fully qualified to do the work. Financial instability of a bidder may be cause for non-award.

60. Conditional bids will be considered informal and may be rejected.

EXCEPTIONS TO GENERAL CONDITIONS

61. All of the above statements shall hold true to all bids unless superceded by specific information included in the General Specifications or Product Specifications in the bid document.

NON-DISCRIMINATION

62. The bidder agrees to comply with the Deer Park School District Non-Discrimination Policy. There shall be no discrimination because of race, creed, color, national origin, ancestry, age, sex, physical appearance, marital status, disability, arrest or conviction record, political belief, or sexual orientation in the employment of persons for work under this contract, whether performed by the Contractor or any subcontractor. Neither shall the Contractor or subcontractor or any person acting on behalf of the Contractor or subcontractor discriminate in any manner against or intimidate any employee hired for the performance of work under this contract on account of the items listed herein.

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STANDARD INSURANCE REQUIREMENTS

DEER PARK SCHOOL DISTRICT CONTRACT INSURANCE REQUIREMENTS

****Contractor/vendor shall not commence work under this contract until all insurance required under this contract has been obtained, and such insurance has been approved by the Deer Park UFSD.****

INSURANCE IDENTIFICATION: THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES.

INDEPENDENT CONTRACTOR: The CORPORATION/CONTRACTOR/AGENCY/CONSULTANT, is an independent contractor and covenants and agrees that it, its agents, servants and/or employees will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of the DEER PARK UFSD, and that it, its agents and employees will not make claim, demand or application to or for any right or privilege applicable to an officer or employee of the DEER PARK UFSD including, but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership or credit.

INSURANCE: Contractor/vendor shall not commence work under this contract until he has obtained all insurance required under the following paragraphs, and the DEER PARK UFSD has approved such insurance.

WORKERS COMPENSATION: Contractor/vendor shall take out and maintain during the life of this contract, such insurance as will protect both the owner and the contractor from claims under Worker's Compensation acts and amendments thereto and from any other claims for property damage and for personal injury including death, which may arise from operations under this contract, whether such operations by contractor or by any other party directly or indirectly employed by the contractor. Copy of Certificate shall be provided to the DEER PARK UFSD.

DISABILITY INSURANCE & UNEMPLOYMENT INSURANCE: Contractor/vendor shall take out and maintain during the entire term of the contract any disability benefits and unemployment insurance as required by law. Copy of Certificate shall be provided to the DEER PARK UFSD.

GENERAL LIABILITY INSURANCE: The contractor/vendor shall take out and maintain during the life of the contract, such bodily injury liability and property damage liability insurance as shall protect him and the School District from claims for damages for bodily injury including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. It shall be the responsibility of the contractor/vendor to maintain such insurance in amounts sufficient to fully protect himself and the School District, but in no instance shall amounts be less than those set forth below. These amounts are specified only to establish the **minimum** coverage acceptable.

Bodily injury liability insurance in an amount not less than \$1,000,000 (one million dollars) for damages on account of any one accident, and in an amount of not less than \$1,000,000 (one million dollars) on account of all accidents.

OTHER CONDITIONS OF COMMERCIAL GENERAL LIABILITY INSURANCE:

1. Coverage shall be written on commercial general liability form.
2. Coverage shall include:
 - A. Contractual liability
 - B. Independent contractors
 - C. Products and completed operations

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AUTOMOBILE LIABILITY INSURANCE: Automobile bodily injury liability and property damage liability insurance shall be provided by the contractor/vendor with a minimum combined single limit (CSL) of \$1,000,000 (one million dollars).

Automobile coverage is required from those who provide delivery. Bidders who use common carriers for delivery do not need automobile coverage statements.

MALPRACTICE INSURANCE: (I.E. professional liability) in the amount of no less than one million dollars (\$1,000,000.00), if applicable.

OTHER CONDITIONS OF AUTOMOBILE LIABILITY INSURANCE:

1. Coverage shall include:
 - A. All owned vehicles
 - B. Hired car and non-ownership liability coverage
 - C. Statutory no-fault coverage

ADDITIONAL CONDITIONS OF INSURANCE:

1. Contractor/vendor shall submit copies of any or all required insurance policies as and when requested by the School District.
2. If any of the contractor's/vendor's policies of insurance are cancelled or not renewed during the life of the contract, immediate notice of cancellation or non-renewal shall be delivered to the School District no less than 10 days prior to the date and time of cancellation or non-renewal.

CERTIFICATE OF INSURANCE:The contractor/vendor shall file with the DEER PARK UFSD, prior to commencing work under this contract, a certificate of insurance.

1. Certificate of insurance shall include:

- | | |
|---|---|
| A. Name and address of insured | B. Issue date of certificate |
| C. Insurance company name | D. Type of coverage in effect |
| E. Policy number | F. Inception and expiration dates of policies included on certificate |
| G. Limits of liability for all policies included on certificate | |

Description of Operations/Locations/etc. Box must include the statement:

“THE DEER PARK SCHOOL DISTRICT IS LISTED AS ADDITIONAL INSURED”

CERTIFICATE HOLDER SHALL BE LISTED AS:

**DEER PARK UNION FREE SCHOOL DISTRICT
1881 DEER PARK AVENUE
DEER PARK, NY 11729**

2. If the contractor's/vendor's insurance policies should be non-renewed, cancelled or expire during the life of the contract, the DEER PARK UFSD shall be provided with a new certificate indicating the replacement policy information as requested above. Thirty days (30) prior written notice to the DEER PARK UFSD for cancellation is applicable.

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GENERAL SPECIFICATIONS

1. SCOPE

The purpose of this document is to establish the best price per pound offered for scrap metal located at various locations in Deer Park.

BID OPENING TIME

Bid will be opened at the ADMINISTRATIVE OFFICES LOCATED AT 1881 DEER PARK AVENUE, DEER PARK, NEW YORK 11729.

<u>BID NUMBER</u>	<u>DATE OF OPENING</u>	<u>TIME</u>
BDP12-004	FEBRUARY 22, 2012	11:00 AM

Bids must be submitted in a sealed envelope with the bidder's name, address, bid number, bid name, due date and time on the outside of the envelope. Submit only original documents. Copies or facsimiles will not be allowed. Vendors are urged to hand deliver or mail bids in early. *Late bids will not be accepted and will be returned unopened to the vendor.* Do not rely on overnight delivery services since they are very often unreliable.

3. AWARD OF CONTRACT

Award of contract will be made to the lowest responsive, responsible bidder whose proposal shall comply with all of the provisions required to render it formal. The Purchasing Agent reserves the right to waive any informality or to reject any or all proposals and may advertise for new proposals, if the best interest of the School District will be served. The School District reserves the right to award this contract either on an item-by-item basis or as a total award of all items in combination.

Please Note: This entire bid will be awarded to one vendor.

A Contractor shall not plead misunderstanding or deception because of estimates of quantities, character, location, or other conditions surrounding the same. Permission will not be given to withdraw, or modify, or explain any proposal or bid after it has been opened. The proposal shall specify the costs, in the manner hereafter described for which the items will be supplied according to the specifications, together with a unit price for each of the separate items as called for.

The placing in the mail of a Notice of Award or Purchase Order to a successful bidder, to the address given in the bid, will be considered a binding contract between the bidder and the School District. No items are to be picked up until a Notice of Award is received by the awardee and pick up is scheduled with Pat Shea, the Transportation Supervisor.

4. UNBALANCED BIDS

The Purchasing Agent reserves the right to reject any and all bids not deemed for the best interest of the School District and to reject as informal such bids, as in her 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 bid for one or more separate items is substantially out of line with current market prices for the materials and/or work covered thereby.

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5. RESCIND OF AWARD

After Purchasing has made an award, and all participating agencies notified, there will be a \$250.00 charge to vendors who then discover a mistake in their bid award and want the award rescinded. It is costly for the School District to refigure bid awards, notify all agencies involved and change all our records. Vendors should take care figuring bids **prior to** submission. The vendor requesting a bid rescind will be billed by Purchasing. If the vendor does not pay the bill, the entire award may be rescinded and the vendor's responsibility will be questioned for future bids. If the successful vendor exhibits a history of backorders or delayed deliveries, the Deer Park UFSD reserves the right to rescind their award and the vendor's responsibility will be questioned for future bids.

6. ERRORS

Any errors in the bid award, which are the fault of the District, must be forwarded, in writing, to the Deer Park School District Purchasing Agent within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the School District are discovered too late to be corrected we will issue a "no award" on those affected items and rebid or quote at a later date.

7. CONTRACT PERIOD

Prices shall remain firm for a period of one year after date of award, with an option for renewal, under the same terms and conditions, with concurrence of the District and the vendor for four additional one-year periods. See GENERAL CONDITIONS (Paragraph 37) for temporary extension of contract.

8. BID RESERVATIONS

Bids submitted shall remain in effect for forty-five (45) days past the date of bid opening.

9. INSURANCE

See attached STANDARD INSURANCE REQUIREMENTS.

10. CERTIFICATION

The submission of this bid certifies that the bidder has read, is familiar with, and will comply with any and all segments of these specifications, to include but not limited to: Cover Letter, General Conditions, Insurance Requirements, General Specifications, Delivery and Backorder Requirements (as applicable).

11. NON COLLUSIVE STATEMENT

The submission of this statement certifies that 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.

12. GUARANTEED TIME OF PICK UP

The awarded vendor must pick up all scrap metal awarded within ten (10) business days from receipt of Notice of Award. Scrap metal must be paid for with a Certified Check and must be delivered to the Deer Park School District Administrative offices.

The awarded vendor is responsible for weighing and transporting all scrap metal. The Deer Park

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School District will not be responsible for transporting or weighing any of the scrap metal.

13. PRICE

Prices shall be net FOB any point in the Deer Park School District, Deer Park, New York. Price quoted shall include all delivery and pick up costs.

14. PAYMENT – N/A

15. NYS/SUFFOLK COUNTY/BOCES CONTRACTS

The School District reserves the right to purchase items included in this bid from New York State, Suffolk County or BOCES Contracts when available.

16. CERTIFICATE OF EQUIPMENT

Bidder shall submit with the proposal a Certificate of Equipment. Bidder is to list equipment owned or leased necessary for the execution of this contract. Certificate of Equipment is included in these documents, if applicable.

17. EXCEPTIONS

When a vendor qualifies a bid by requiring a specific dollar amount or quantity of product must be purchased, or in any way qualifies the bid, the District may reject it.

18. COMPLETION OF REQUIRED INFORMATION-PRICES, NOTATIONS, AND MISTAKES

Bidder must fill in all applicable spaces on the bid proposal form. The information must be in typed figures or printed legibly in black or blue ink. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs the bid. Under no circumstances should white out, correction tape, etc. be used on the bid proposal forms. Bids that use white out or correction tape may be disqualified as non-responsive. All lines must have an indication of bidder's response whether it be "0", "NA", "--@", or a dollar figure. All lines must be filled in to indicate bidder's acknowledgment of the request. Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. There can be no assumption of "no charge" when lines are left blank.

19. SUSPENSION AND DEBARMENT

By submission of this bid and signing bid form, bidder certifies that its organization, its principals and any sub-recipients are not currently suspended or debarred from doing business with the State of New York or Federal Government.

20. BID SECURITY/BOND – N/A

21. INSPECTION

The Deer Park School District reserves the right to visit and inspect the facilities of each bidder to ascertain that the services desired can in fact be provided. When, in the opinion of the Purchasing Agent, the facilities and/or proposal of a bidder are not adequate to provide the services required, such bid and/or proposal may be rejected, and awarded to a bidder whose facilities and/or proposal are considered to be in the best interest of the School District.

22. CONFORMITY

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All bidders must conform to the final approved specifications.

23. TAX EXEMPT STATUS

The School District is exempt from the payment of Federal, State and local taxes. Taxes must not be included in proposal prices. The District will furnish necessary exemption paperwork upon request.

24. QUOTED PRICE REQUIREMENTS

The price quoted in any proposal shall include all items of labor, material, tools, equipment and other costs necessary to fully complete the pick-up and delivery of the items pursuant to these specifications.

25. COMPLETION DATE REQUIREMENTS

Bidder shall provide all products ordered within time frames as described in the specifications. Receipt of the items from the contractor's authorized representative or on common carrier's manifest by the School District will constitute delivery. In the event of delay in the completion of the delivery of the items beyond the time frames specified, the District may consider contract cancellation.

26. DELAYED DELIVERY

In the event delivery of completed products under this contract shall be necessarily delayed because of strike, injunctions, government controls or by reason or any other cause of circumstance beyond the control of the contractor, the time of completion of delivery shall be extended by a number of days to be determined in each instance by mutual agreement between the School District and the vendor.

27. HOLD HARMLESS CLAUSE

The vendor shall defend, indemnify, save & hold harmless the School District, it's agents, officers and employees from and against all suits, or claims, which may be based upon any injury to or death of any person or persons or damage to property, which may occur, or which may be alleged to have occurred in the course of the performance of this agreement by the contractor, whether such sum claimed shall be made by an employee of the contractor by a third person, or their representatives, and whether or not it shall be claimed that the said injury, death, or damage were caused through a negligent act, or omission, of the vendor; and the vendor shall, at its own expense, defend any and all costs and other expenses, arising therefrom, or incurred in connection therewith, and, if any judgment shall be rendered against the owner in any such action, or actions, the contractor shall, at its own expense, satisfy and discharge the same.

28. INSPECTION OF EQUIPMENT

Federal, State and/or the Deer Park School District's representatives, upon approval by the contractor and manufacturer, shall have the right and shall be at the liberty to inspect, with the cooperation of the contractor and manufacturer, all materials and workmanship at any time during the manufacturing process and shall have the right to reject all materials and workmanship which do not conform with the specifications. The School District is under no duty to make such inspection; and if such inspection is made or not made, the contractor shall not be relieved of any obligation to furnish materials and workmanship strictly in accordance with specifications. All reports shall be submitted to the contractor and the manufacturer.

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29. SINGLE BID PRICE ANALYSIS

In the event a single bid is received, the District will conduct a price analysis of the bid price prior to the award of the contract.

30. ASSIGNABILITY

The School District reserves the right, exercisable by notice to the contractor, to assign its rights and interest to purchase some or all of the items arising out of this contract to a third party.

31. LIQUIDATED DAMAGES

The vendor agrees that failure to complete the delivery under this contract within the specific time will result in the incurrence by the School District of additional costs. Therefore, if any item shall remain uncompleted or undelivered after the time specified for completion or delivery, or after any authorized extension of time, the contractor shall pay the District the sum listed below for each and every day, exclusive of Saturdays and Sundays, such delivery remains uncompleted. Such monies are to be paid as liquidated damages to partially cover anticipated costs or losses to the School District, and not as a penalty:

\$ 50.00 per day.

32. ASSIGNABILITY OF CONTRACT

The vendor is prohibited from assigning, transferring, conveying, sub-contracting or disposing of this contract, or of any part thereof, or any payment to become due there under, or of his right, title or interest therein or his power to execute such contract to any other person or corporation without the previous consent in writing of the PURCHASING AGENT OR AUTHORIZED PURCHASING PERSONNEL awarding the contract. If the contractor fails to comply with this clause, the owner may immediately declare breach of contract.

33. SUBCONTRACTORS

a) Contractor agrees not to subcontract any portion of the work to be performed hereunder without the prior written consent of the PURCHASING AGENT OR AUTHORIZED PURCHASING PERSONNEL. Any subcontractor consented to, must agree to all the terms and conditions of this Agreement and contractor will be liable for the conduct of such subcontractor to the same extent as contractor's liability under this Agreement.

b) Nothing contained in this Agreement shall create any rights in favor of a subcontractor, supplier or other party as against the PURCHASING AGENT OR AUTHORIZED PURCHASING PERSONNEL. Subcontractors, suppliers or other parties shall not be deemed third party beneficiaries of this Agreement.

34. RIGHT TO KNOW LAW

The successful bidder at the time of delivery of any toxic substance, which is defined as any substance which is listed in the latest printed edition of the National Institute of Occupational Safety and Health Registry of Toxic Effects of Chemical Substances or has yielded positive evidence of acute or chronic health hazards in human, animal or other biological testing, shall submit the following information to the Purchasing Agent:

- The name or names of toxic substance(s), including the generic or chemical name
- The trade name of the chemical and any other commonly used name
- The level at which exposure to the substance(s) is determined to be hazardous, if known
- The acute and chronic effects of exposure of the toxic substance(s) at hazardous levels
- The symptoms of such effects of exposure of the toxic substance(s) at hazardous levels

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- The potential for flammability, explosion and reactivity of such toxic substance(s)
- Appropriate emergency treatment for over exposure of the toxic substance(s)
- Proper conditions for safe use and exposure to such toxic substance(s)
- Procedures for cleanup of leaks and spills of such toxic substance(s)

The successful bidder shall be required to comply with the provisions of Article 48 of the Public Health Law and Article 28 of the Labor Law, and as amended, at the time of delivery of any goods and material.

35. AMENDMENTS TO BID

Any verbal information obtained from or statements made by the Representative of the Deer Park UFSD or her designee at the time of examination of the documents or site shall not be construed as, in any way, amending Contract documents. Only such corrections or addenda as are issued by the Purchasing Agent in writing to all Contractors shall become a part of the Contract. Any addendum issued during the time of bidding shall be included in bids and become a part of the Contract Agreement.

36. USE OF PREMISES

The contractor shall confine his equipment and the storage of materials, if any, and the portion of his employees to the limits directed by the owner and shall not encumber the premises or any part thereof with his materials or equipment. All work shall be accomplished in such a manner as not to interfere with the orderly conduct of the business of the Deer Park UFSD. Since the buildings are occupied, personnel shall be instructed to refrain from unworkmanlike conduct while on the job.

37. FAILURE TO PERFORM

Should the contractor fail to perform as required by the specifications, the School District may cancel the order and terminate the contract. In such event, the School District will assume no responsibility for, nor will it reimburse the contractor for any expense or loss to the contractor because of such termination or cancellation. The School District will then purchase products/service on the open market and charge back the differences to defaulting vendor.

38. DISCRIMINATION IN EMPLOYMENT

The contractor will abide by the pertinent provisions of Sections 291-299 of the Executive Law and of the Civil Rights Law of the State of New York relating to unlawful discriminatory practices insofar as they may apply to this Agreement.

39. EXCULPATORY CLAUSE

The contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act of omission to act of the School District or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

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DEFINITIONS

<i>School District</i>	Shall be the legal designation of the district. Also referred to as <i>the District, Deer Park UFSD, Deer Park Union Free School District, Deer Park School District</i>
<i>NYSED</i>	New York State Education Department
<i>Notice to Bidder</i>	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.
<i>Notice to Proposer</i>	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.
<i>Board</i>	The Board of Education of the Deer Park Union Free School District.
<i>Bid/Proposal</i>	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.
<i>RFP</i>	Request for Proposal
<i>Bid Response Sheet</i>	The form on which the bidder submits his bid.
<i>Form of Proposal</i>	The form on which a proposer submits his proposal
<i>Vendor/Contractor/ Bidder</i>	Any entity, including but not limited to, an individual, partnership, company, corporation, agency, municipality, or government, submitting a bid or proposal.
<i>Contract</i>	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.
<i>Successful Vendor</i>	Any Vendor to whom an award is made by the School District.
<i>Specifications</i>	Descriptions of services, materials, supplies and equipment and the conditions pertaining to their provision.

*****AUTHORIZED SIGNATURE REQUIRED ON
PAGE 22 OR BID WILL BE UNACCEPTABLE.*****

**BDP12-004
PROPOSAL PACKAGE**

BID OPENS: FEBRUARY 22, 2012

**NOTE: VENDORS MUST RETURN THIS
DOCUMENT INTACT AND FILLED OUT
COMPLETELY!!**

Bidder must fill in all applicable spaces on the bid proposal form. The information must be in typed figures or printed legibly in black ink.

Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs the bid. Under no circumstances should white out, correction tape, etc. be used on the bid proposal forms. Bids that use white out or correction tape may be disqualified as non-responsive.

All lines must have an indication of bidder's response whether it be "0", "NA", "--@", or a dollar figure. All lines must be filled in to indicate bidder's acknowledgment of the request. Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. There can be no assumption of "no charge" when lines are left blank.

**Please do not remove any pages from this bid package!!!
Make a copy for your records.**

Thank you!

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BIDDER'S CHECK LIST

- Notarized Affidavit of Non-Collusion as required by NYS Law
- As per specifications, the Deer Park UFSD requires a current Insurance Certificate, with the Deer Park UFSD listed as additional insured, to be on file in the Purchasing Department. You will be given five (5) business days from notification of award to supply this form or the bid will be rescinded. Please note if the excess/umbrella clause is required.
- Vendor Information Sheet
- Reference Form
- Assumed Name Certification
- Authorized Signature on Proposal Form on Page 22***

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AFFIDAVIT OF NON-COLLUSION

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by a firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

_____ SWORN TO BEFORE ME THIS
 Signature & Company Position

_____ DAY OF _____ 20____
 Type Name & Company Position

_____ NOTARY PUBLIC
 Company Name

 Date Signed

 Federal I.D. Number

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VENDOR INFORMATION SHEET

VENDOR NAME: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

TYPE OF ENTITY: CORP. _____ PARTNERSHIP _____ INDIVIDUAL _____

FEDERAL EMPLOYEE ID #: _____

OR SOCIAL SECURITY #: _____

DATE OF ORGANIZATION: _____

IF APPLICABLE: DATE FILED: _____

STATE FILED: _____

If a non-publicly owned Corporation:

CORPORATION NAME: _____

LIST PRINCIPAL STOCKHOLDERS: (5% of outstanding shares)

LIST OFFICERS AND DIRECTORS:

NAME TITLE

If a partnership:

PARTNERSHIP NAME: _____

LIST PARTNERS NAMES:

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REFERENCE FORM

All bidders will be required to complete this form providing three (3) references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the bidder within the last thirty-six (36) months. The District reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the bidder before the actual award of the bid and/or contract. Completion of the Reference Form is required.

The Deer Park School District or any of its departments may be listed as an additional reference, but may not be substituted for any of the three required references.

1) Reference Name: _____
Address: _____

Telephone: _____ Contact Person: _____
Contract Date: _____ Amount of Contract: _____
Type of work: _____

2) Reference Name: _____
Address: _____

Telephone: _____ Contact Person: _____
Contract Date: _____ Amount of Contract: _____
Type of work _____

3) Reference Name: _____
Address: _____

Telephone: _____ Contact Person: _____
Contract Date: _____ Amount of Contract: _____
Type of work _____

Name of Bidder: _____

Printed Name: _____

Signature: _____

Title: _____

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The undersigned bidder has carefully examined the Contract Documents and will provide all necessary items as called for in the said Contract Documents in the manner prescribed therein and in said Contract, at the priced listed on the attached Bid Proposal Form.

If the bidder is an individual, the bid must be signed by that individual; if the bidder is a corporation, the bid must be signed by an officer of the corporation, or other person authorized by resolution of the Board of Directors, and in such case a copy of the resolution must be attached; if a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the bid documents.

The submission of this constitutes a certification that no District Officer has any interest therein. (Note: In the event that any District Officer has any such interest, the full nature thereof should be disclosed below. It is not forbidden that individuals employed by the Deer Park School District or other school districts bid on contracts, but only that such interest be revealed when they do bid.)

The undersigned hereby acknowledges receipt of the following addenda (if none were issued please write N/A below):

Addendum No. Dated

-----	-----
-----	-----

INSURANCE STATEMENT

FAILURE TO PROVIDE SPECIFIED INSURANCE SHALL DISQUALIFY BIDDER.

Bidder agrees as follows - please mark appropriate box:

Insurance Certificate as requested is enclosed.

I certify that I can supply insurance as specified if awarded the bid.

ASSUMED NAME CERTIFICATION

If the business is conducted under an assumed name, a copy of the certificate required to be filed under the New York general business law must be attached.

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SCOPE

The Deer Park School District is looking to contract with a scrap metal vendor who will provide the best price per pound for scrap metal from old vehicles.

PICK-UP

Pick-up must be within ten (10) business days after receipt of Notice of Award. Items are located at various locations within Deer Park.

SPECIAL INSTRUCTIONS TO BIDDERS

- All prices shall be inclusive of handling, pick-up, weighing, etc. No extra charges shall be permitted. Calculate pricing accordingly.
- Vendors shall not “offer” their own terms and conditions. Specifications contained herein shall prevail.
- If a potential bidder wishes to see the vehicles to be sold for scrap, please contact Pat Shea in our Transportation Department at 631-274-4060 to set up an appointment.

Below is the list of vehicles that will be sold for scrap:

Year	Capacity	Make	Model	VIN	Fuel	Location
1994	20	Chevrolet	Mini-bus	1GBHG31Y9RF176094	Diesel	Bus Yard
1994	20	Chevrolet	Mini-bus	1GBHG31Y2RF185025	Diesel	Bus Yard
1994	3 W/C, 8C	Chevrolet	Mini-bus	1GBHG31YXRF187668	Diesel	Bus Yard
1994	66	International	Big Bus	1HVBBACN7RH584518	Diesel	Bus Yard
1994	66	International	Big Bus	1HVBBACN7RH584521	Diesel	Bus Yard
1994	66	International	Big Bus	1HVBBACN5RH584520	Diesel	Bus Yard
1995	66	International	Big Bus	1HTBBABN5SH200638	Diesel	Shop
1995	66	International	Big Bus	1HTBBABN75H200639	Diesel	Bus Yard
1998	66	International	Big Bus	1HVBBAAAN0WH535840	Diesel	Bus Yard
1998	3 W/C, 8C	Chevrolet	Mini-bus	1HVBBAAAN2WH535841	Diesel	Bus Yard
2000	20/14	Chevrolet	Mini-bus	1GBHG31F4W1061667	Diesel	Bus Yard
1995	5	Ford	Taurus	1GBJG31F9Y1100340	Gas	Bus Yard
1987	3	GMC	Dump Truck	1FALP52U8A233729	Gas	B&G
1989	22	GMC	Mini-bus	1GDL7D1B2HV535244	Gas	Shop
1976	Tractor	Ford	Tractor	2GDHG31K2K4528527	Diesel	B&G

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Price per pound for entire lot of vehicles in above table: \$ _____

Total price per pound written in words: _____

Estimated number of pound for all scrap in above table to be sold: _____ **Pounds**

After the award of the bid, the placing of an order by the Purchasing Agent of the Deer Park Union Free School District, with the bidder for the supplies and/or services herein described, shall be deemed an acceptance of this proposal, and shall constitute a contract between the Deer Park UFSD, and the bidder for supplying the supplies and/or services herein described in accordance with the terms of this proposal and at the prices named herein.

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF _____) ss.:

On the _____ day of _____ in the year 2012 before me, the undersigned, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

 NOTARY PUBLIC

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VENDOR'S NAME: _____

NON-BIDDER'S RESPONSE

For the purpose of facilitating your firm's response to our invitation to bid, the Deer Park UFSD is interested in ascertaining reasons for prospective bidder's failure to respond to "Invitations to Bid". If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are **not** responding to this "Invitation to Bid" for the following reason(s):

- _____ Items or materials requested not manufactured by us or not available to our company.
- _____ Our items and/or materials do not meet specifications.
- _____ Specifications not clearly understood or applicable (too vague, too rigid, etc.).
- _____ Quantities too small.
- _____ Insufficient time allowed for preparation of bid.
- _____ Our branch/division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is:

OTHER:

Thank you for your participation. We will use this information to analyze our bid preparation procedures and make improvements when and where necessary and applicable.