



Riverhead Central School District

Purchasing Department
700 Osborn Avenue
Riverhead, NY 11901

Phone: 631.369.8565
Fax: 631.369.0188
Email: janette.velardi@riverhead.net
Website: <http://www.riverhead.net/HTML/District04/Purchasing/Bids.html>

INVITATION TO BID

The Purchasing Department of the Riverhead Central School District (RCSD) will receive Bids for **Printing Services for School District** as detailed in the specifications listed herein.

Bids will be received until: **11:00 AM on May 20, 2020**
Late proposals will not be considered nor returned.

Bid No.: **RH21-009**
Bid Name: **Printing Services for School District**

Deliver Sealed Bids to: Janette Velardi, C.P.M., Purchasing
Riverhead Central School District
700 Osborn Avenue
Riverhead, NY 11901
Bid No.: **RH21-009**
Bid Name: **Printing Services for School District**

Questions: Submit questions on the enclosed form to Janette Velardi, C.P.M.,
Purchasing Agent, at janette.velardi@riverhead.net or to the address
shown above.

Bid distribution: The Riverhead Central School District officially distributes
bid documents from the Riverhead CSD Purchasing Department.
The document may also be downloaded from the District's website,
www.riverhead.net. Copies of bid documents obtained from any other
sources are not considered official copies. All vendors who obtain bid copies
from the Riverhead CSD Purchasing Office are guaranteed to receive
addendum information, if such information is issued. If bid copies are
obtained from the District website, you must check the website for
addendum information. If you have received this document from a
source other than the Riverhead CSD Purchasing Office or the
District's website, it is recommended that you obtain an official copy.

It is the bidder's responsibility to read the attached bid Specifications and General Conditions, which outline bidding protocol of the RCSD. Upon submission of the bid, it is understood that the bidder has read, fully understands and will comply with the General Conditions and specification requirements. RCSD requires that this document be returned intact, that it be signed by an authorized representative, and filled out completely. **Please do not remove any pages from this bid package. Make a copy of the completed bid for your records.**

GENERAL CONDITIONS

BIDS

1. All proposals shall be made upon forms furnished by the Purchasing Agent for the Riverhead Central School District and shall be contained in sealed envelopes addressed to the Purchasing Agent Riverhead Central School District 700 Osborne Avenue, Riverhead, NY 11901.

2. Form of proposal as issued by the Purchasing Agent shall be completely filled in, in black 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 the bidder 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 Riverhead Central School District as interpreted by the Purchasing Agent of the Riverhead Central School District.

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 Riverhead Central 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 Riverhead Central School District.

8. The Riverhead Central 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 Riverhead Central School District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having their 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 Purchasing Agent 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 the bidder 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 Riverhead Central School District Board of Education 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 their 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 Riverhead Central 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 Riverhead Central School District Board reserves the

right to consider alternative proposals containing deviations from Riverhead Central School District 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 is "o", "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 Riverhead Central 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. Riverhead Central School District reserves the right to purchase items included in these specifications on BOCES, New York State or Suffolk County 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 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 Riverhead Central 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 Riverhead Central School District shall have the right to dispose of them as its own property.

22. All window envelopes/mailers must conform to current U.S. Postal regulations. It is the responsibility of the supplier to be familiar and adhere to these regulations.

AWARD

23. The Riverhead Central School District Board of Education reserves the right to reject any and all bids not deemed for the best interest of the Riverhead Central 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.

24. The Riverhead Central School District Board of Education reserves the right to waive any informality or to reject any or all bids.

25. 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.

26. 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 Riverhead Central School District Purchasing Agent.

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

28. 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 Riverhead Central School District will assume no responsibility for any expense or loss to the vendor because of such cancellation or termination.

29. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the Riverhead Central School District, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the Riverhead Central School District, the Riverhead Central School District may purchase from other sources to take the place of the

item rejected or not delivered. The Riverhead Central 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 Riverhead Central 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.

30. 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.

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

32. Extension of Prices - Political subdivisions and districts and others authorized by law including certain non-profit post secondary, secondary, and elementary educational institutions may participate in contracts resulting from this bid. Upon request, non-Riverhead Central School District agencies must furnish contractor(s) with the proper tax exemption certificate.

33. It should be noted that the extension of this contract to certain political subdivision and non-public elementary and secondary schools may cause the estimated quantities to vary considerably. However, the contractor must furnish all quantities actually ordered.

34. The Riverhead Central School District may require the successful bidder to confirm in writing, within ten days of the Schools 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 Riverhead Central School District in its sole discretion.

35. Any errors in the bid award, which are the fault of the Riverhead Central School District, must be forwarded, in writing, to the Riverhead Central School District Purchasing Department 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 Riverhead Central 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.

36. If a successful vendor back orders or delays deliveries the Riverhead Central School District reserves the right to rescind their award and to disqualify them from future bidding.

37. 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.

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

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

40. The Riverhead Central 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.

41. The Riverhead Central School District reserves the right to cancel this contract on 30 days written notice to the contractor(s).

DELIVERY

42. 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.

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

44. The Purchasing Agent will not accept any deliveries on Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.

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

46. The successful bidder shall be responsible for delivery of items in good condition at point of destination. The bidder 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.

47. 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.

48. Unloading and placing of equipment and furniture is the responsibility of the successful bidder, and the Riverhead Central 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 Riverhead Central School District, and suppliers should notify their truckers accordingly.

49. 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

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

51. No items are to be shipped or delivered until receipt of an official purchase order from the Riverhead Central School District Purchasing Department.

INSTALLATION OF EQUIPMENT

52. 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.

53. 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.

54. Work shall be progressed so as to cause the least inconvenience to the Riverhead Central 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.

55. 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.

56. 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

57. The successful bidder guarantees:

- (a) Their 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 the bidder or the bidder's 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 Riverhead Central 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 Riverhead Central 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 Riverhead Central School District.
- (f) The successful bidder shall hold harmless, defend and indemnify the School District from all claims for damages to property and bodily injury, including death, which may arise from operations under the contract, including but not limited to claims brought against the School District by third parties, employees of the School District, or employees of the successful bidder.

SAVING CLAUSE

58. 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.

GOVERNING LAWS & RULES

59. Section 165 of the State Finance Law prohibits the purchase of tropical hardwood products. Any bid which included products containing tropical hardwoods shall be deemed non-responsive. Exceptions shall be from an approved source or sole source where no approved equal is available. Section 167b shall apply.

60. The Contractor shall comply with all the provisions of the laws of the Riverhead Central School District, the State of New York and of the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the General Municipal Law, the Worker's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The bidder's special attention is called to those laws which are set forth below:

61. Section 103-d of the General Municipal Law of the State of New York which reads as follows:

1. 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.

(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;

(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 with any competitor;

(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.

(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 which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. 2. 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 of sub-paragraph one (a).

3. 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 this 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.

62. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

63. Bids on equipment must be on standard new equipment of latest model and in current production, unless otherwise specified. All supplies, equipment, vehicles and materials must meet the provisions of the

New York State Public Employee Safety and Health Act of 1980.

64. The form of non-collusion bidding certification following the form of proposal must be executed by the bidder and submitted with the proposal. Bidders must complete the attached Riverhead Central School District forms, which include Information Sheet and Vendor Reference Sheet. These forms must be submitted with the proposal.

65. The contract will be governed by New York law without regard to the law of the contracts of law; and will be deemed to be made in New York. Vendor and Riverhead Central School District agree to jurisdiction in New York courts and venue in State and Federal courts located in Suffolk County, New York.

ADDENDA AND INTERPRETATIONS

66. No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented, in writing, to the Purchasing Agent, Riverhead Central School District 700 Osborne Avenue, Riverhead, NY 11901, 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.

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

68. 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

69. The Riverhead Central 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 Riverhead Central School District, on request, all data and information pertinent thereto. The Riverhead Central School District reserves the right to reject any bid if such investigation fails to satisfy the Riverhead Central School District that the bidder is fully qualified to do the work. Financial instability of a bidder may be cause for non-award.

70. Conditional bids will be considered informal and will be rejected.

EXCEPTIONS TO GENERAL CONDITIONS

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

NON-DISCRIMINATION

72. The bidder agrees to comply with the Riverhead Central 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.

GENERAL SPECIFICATIONS

1.0 INTENT

The purpose of this document is to establish the price for the printing or duplication of various documents, forms, envelopes, etc. for the Riverhead Central School District in Riverhead, NY. All items will be printed/duplicated upon request and delivered to various locations within the Riverhead Central School District.

2.0 BID OPENING TIME

All bids must be received by mail no later than 11:00 AM, May 20, 2020. Bids cannot be delivered nor accepted in person at Riverhead CSD District Office. Bidders are strongly advised against using any service other than United States Postal Service for delivery given the limited staff available to accept deliveries. District mail is being held at the post office and will be checked at the bid deadline for last minute submissions.

The bid opening shall take place on May 21, 2020 @ 10:00 AM and made available to the public by remote video conference by the Purchasing Agent of the Riverhead Central School District at the District Office, located at 700 Osborn Avenue Riverhead, New York 11901. Please access the following link to view the bid opening;

<https://youtu.be/Ezs8RZkJ-4>

Bidders are responsible for submitting their bids to the exact location indicated in the “Notice to Bidders” prior to the time indicated in the “Notice to Bidders”. Vendors are urged to mail bids in early. Late bids will not be accepted and will be returned unopened to the vendor. **Delay in mail delivery is not an exception to the deadline for receipt of bids.**

Questions about or clarifications to the specifications must be made in writing to the Purchasing Agent prior to the bid opening. Such questions must be in the possession of the Purchasing Agent three working days prior to the bid opening unless otherwise indicated. Verbal questions may not be entertained.

In the event that the Riverhead CSD Purchasing Office is closed the day of the Bid Opening, the bid(s) will be opened the next business day that the Riverhead CSD Purchasing Office is open. The Bid Submission date will remain the same.

In the event of a Two-Hour Delayed opening, the time and place of the bid opening will remain unchanged.

School Closing Information can be found by utilizing the following links;

- Riverhead Central School District Website
- [Riverhead Local](#)
- [Riverhead News-Review](#)
- [Riverhead Patch](#)
- [Newsday](#)
- [News 12 Long Island](#) (click on Closings and Delays button)

For School Closing Information on the Radio/TV please listen to:

- [WALK](#) - Patchogue 1370. AM/97.5 FM Dial
- WRCN - Riverhead 103.9 FM Dial
- [WRIV](#) - Riverhead 1390 AM Dial
- [News 12 Long Island](#)

3.0 METHOD OF AWARD

The District reserves the right to award this bid in whole or in part by line item to the lowest responsive, responsible bidder, whichever is in the best interest of the District. If two or more Bidders submit identical Bids as to price, the decision of the Riverhead CSD to grant an award to one of such identical Bidder shall be final.

If not awarded, the Bid will be rejected within forty-five (45) days of the date of opening of the Bids, subject, however, to the discretionary right reserved by Riverhead CSD to waive any informalities in, or to reject any or all Bids and to advertise for new Bids, if in its opinion, the best interest of the Riverhead CSD, will thereby be promoted.

Riverhead CSD reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the Riverhead CSD and the vendor. Additionally, the District reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it at any time.

4.0 UNBALANCED BIDS

Riverhead Central School District reserves the right to reject any and all bids not deemed for the best interests 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 current market prices for the materials and/or work covered thereby.

5.0 ACCEPTANCE

Respondents shall hold their price firm and subject to the acceptance of the RCSD for forty-five (45) working days from the date of the response opening. The award of this contract will supersede all other bids previously awarded.

6.0 AWARD/REJECTION OF RESPONSES

An award will be made to the lowest responsible respondent complying with the conditions of the solicitation and is in the best interest of the RCSD. The responder selected will be notified at the earliest practicable date. The RSCD, however, reserves the right to reject any and all responses and to waive any informality in the responses received whenever the RCSD determines that such rejection or waiver is in the RCSD best interest.

In the case of tied low bidders, suppliers whose place of business is situated within the district may be given preferential consideration only when bids on an item or service are identical as to price, quality and other factors. Such factors shall include delivery fees, lead times and ability of the vendor to deliver the promised item.

7.0 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 Riverhead Central 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 Riverhead Central School District reserves the right to rescind their award and the vendor's responsibility will be questioned for future bids.

8.0 ASSIGNMENT/SUBCONTRACTING

The respondent shall not assign or subcontract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of the RCSD. The RSCD may terminate the subsequent contract if assignment or subcontracting is done without prior notification and approval.

9.0 ERRORS

Any errors in the bid award, which are the fault of the Riverhead Central School District, must be forwarded, in writing, to the Riverhead Central 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 Riverhead Central 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.

10.0 TERM OF CONTRACT

Prices shall remain firm for the period of July 1, 2020 through June 30, 2021. The District reserves the right to renew all or any part of this contract under the same terms and conditions at the existing awarded unit prices for up to two (2) twelve month consecutive terms if agreeable by all parties and by resolution by the Riverhead Central School District Board of Education.

11.0 INSURANCE

Prior to the start of work the Vendor shall procure at its sole cost and expense, and shall maintain in force at all times [during this Contract until Final Completion/during the term of this Agreement], policies of insurance as herein below set forth, written by companies authorized with an A.M. Best Company rating of “A-“ or better or as acceptable to the Riverhead CSD. The Agency may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit; provided that nothing herein shall be construed to require the Agency to accept insurance placed with a non-authorized carrier under any circumstances.

The Contractor shall deliver to the Riverhead CSD evidence of such policies in a form acceptable to the District. These policies must be written in accordance with the requirements of the paragraphs below, as applicable.

General Conditions

A. **Conditions Applicable to Insurance.** All policies of insurance required by this agreement must meet the following requirements:

1. **Coverage Types and Policy Limits.** The types of coverage and policy limits required from the Contractor are specified in Insurance Requirements Page 19-20
2. **Policy Forms.** Except as may be otherwise specifically provided herein or agreed in writing by the Riverhead CSD, policies must be written on an occurrence basis. Under certain circumstances, the Agency may elect to accept policies written on a claims-made basis provided that, at a minimum, the policy remains in force throughout the performance of the services and for three (3) years after completion of the Contract. If the policy is cancelled or not renewed during that time, the Contractor must purchase at its sole expense Discovery Clause coverage sufficient to complete the 3-year period after completion of the Contract. Written proof of this extended reporting period must be provided to the Agency prior to the policy’s expiration or cancellation.
3. **Certificates of Insurance/Notices.** The Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Riverhead CSD, before commencing any work under this contract. Certificates shall reference the contract number. Certificates shall be mailed to the:

Janette Velardi, Purchasing Agent
Riverhead Central School District
700 Osborn Avenue
Riverhead, NY 11901
E-mail: janette.velardi@riverhead.net

Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty

(30) days prior written notice except for non-payment as required by law to the Riverhead Central School District, Attention: Janette Velardi, Purchasing Agent, 700 Osborn Avenue, Riverhead, NY 11901. In addition, if required by the Riverhead CSD the Contractor shall deliver to the Riverhead CSD within forty-five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.

Certificates of Insurance shall:

- a. Be in the form approved by the Agency.
- b. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the contract.
- c. Specify the Additional Insured and Named Insured as required herein.
- e. Refer to this Contract by number, the Supplemental Certificate, and any other attachments on the face of the certificate,
- f. When coverage is provided by a non-admitted carrier, be accompanied by a completed ELANY Affidavit, and
- g. Be signed by an authorized representative of the insurance carrier or producer.

Only original documents (Certificates of Insurance, Supplemental Insurance Certificates and other attachments) will be accepted.

- 4. Primary Coverage.** All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to the Riverhead CSD for any claim arising from the Contractor's Work under this contract, or as a result of the Contractor's activities. Any other insurance maintained by the Agency shall be excess of and shall not contribute with the Contractor's insurance regardless of the other insurance clause contained in the Riverhead CSD's own policy of insurance.
- 5. Policy Renewal/Expiration.** At least two weeks prior to the expiration of any policy required by this contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the Riverhead CSD than the expiring policies shall be delivered to the District in the manner required for service of notice in Paragraph A.3 Certificate of Insurance/Notices above. If, at any time during the term of this contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Contract or proof thereof is not provided to the Riverhead CSD, the Contractor shall immediately cease work on the project. The Contractor shall not resume work on the project until authorized to do so by the Riverhead CSD. Any delay, time lost, or additional cost incurred as a result of the Contractor not having insurance required by the Contract or not providing proof of same in a form acceptable to the District, shall not give rise to a delay claim or any other claim against the District. Should the Contractor fail to provide or maintain any insurance required by this contract, or proof thereof is not provided to the District, the District may withhold further contract payments, treat such failure as a breach or default of the contract, and/or, after providing written notice to the Contractor, require the Surety, if any, to secure appropriate coverage and/or purchase insurance complying with the Contract and charge back such purchase to the Contractor.
- 6. Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. For Construction contracts, General, Environmental, and/or Builders' Risk deductibles or self-insured retentions above \$100,000 are subject to approval from the Riverhead CSD. Additional surety/security may be required in certain circumstances. The Contractor shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.

7. Subcontractors. Should the Contractor engage a Subcontractor, the Contractor shall endeavor to impose the insurance requirements of this document on the Subcontractor as applicable. Required insurance limits should be determined commensurate with the work of the Subcontractor. Proof thereof shall be supplied to the Riverhead CSD.

12.0 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, Product Specifications and Conditions, Delivery and Backorder Requirements (as applicable).

13.0 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.

14.0 PRICE

Prices shall be net FOB any point in the Riverhead Central School District, New York. The price quoted shall include all items of labor, supervision, material, supplies, delivery, equipment and other costs necessary to fully complete the service pursuant to these specifications to be delivered to the Riverhead Central School District.

15.0 BILLING/PAYMENT

Payments cannot be processed by the Riverhead Central School District facilities until items have been delivered in satisfactory condition with an invoice referring to the RH Bid Item number for all individual items and mailed to the "Bill To" address indicated on the Purchase Order. All items will be billed at the bid price in effect at the time the order is placed.

16.0 OTHER CONTRACTS

The Riverhead Central School District reserves the right to purchase items or services included in this bid on State, County or other Governmental Agency contracts if such items can be obtained on the same term conditions, specifications and at a lower price if applicable when available.

17.0 REGULATIONS / QUALITY

All products/services must meet Riverhead Central School District specifications. Any deviations from the specifications, supported by documentation, shall be considered sufficient cause for immediate cancellation of the contract. All products/services must meet all applicable Local, State, and Federal Regulations.

18.0 BRAND NAME

Alternative or "or equal" item must be equal in quality, and specifications. The Riverhead Central School District decision as to the acceptance of the product as equal will be final. The use of a brand name is for the purpose of describing the standards of quality, performance and characteristics desired and is not intended to limit or restrict competition.

19.0 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 Riverhead Central School District may reject it.

20.0 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 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.

21.0 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.

22.0 MUNICIPAL EXEMPT STATUS

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

23.0 GUARANTEED TIME OF DELIVERY

The District must receive all products ordered within the timeframe as specified in the detailed specifications. All delivery locations are within the boundaries of the Riverhead Central School District and are specified on individual purchase orders.

In the event the successful bidder fails to deliver the specified items in good order within the time frame allowed, the Riverhead Central School District reserves the right to purchase the product elsewhere, and any excess cost to the Riverhead Central School District will be absorbed by the delinquent bidder.

Unloading of items from the delivery truck and the safe and secure placement of the items in the designated area is the responsibility of the successful vendor and the Riverhead Central School District accepts no responsibility for unloading and placing of the items.

24.0 DELAYED DELIVERY

In the event delivery of the items 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 Riverhead Central School District and the Contractor.

25.0 MUNICIPAL INDEMNIFICATION

The successful bidder must agree to save, keep, bear harmless and fully indemnify the Riverhead Central School District and any of its officers, agents, or representatives from all damages, costs or expenses in law or equity that may at any time arise or be set up for an infringement of the patent rights of any person or persons in consequence of the use by the Riverhead Central School District or by any of its officers, agents or representatives of articles supplied under the contract arising from bids submitted and of which the successful bidder and manufacturer are not lawfully entitled to sell, provided the Riverhead Central School District gives the successful bidder and manufacturer prompt notice in writing of any suit and all information necessary to defend same.

26.0 INSPECTION OF EQUIPMENT

Federal, State and /or the Riverhead Central School District 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 service process and shall have the right to reject all services, materials and workmanship which do not conform with the specifications. The Riverhead Central 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 services strictly in accordance with specifications.

27.0 SINGLE BID PRICE ANALYSIS

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

28.0 SAMPLES

Samples or inspection of product may be requested at any time to determine suitability. Samples when requested, shall be furnished free of expense to the RCSD and will not be returned to the bidder. If the samples offered differ 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 RCSD, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids. Failure to provide samples or data as specified by the RCSD may result in rejection of the bid.

29.0 DOCUMENTATION

Following the RCSD acceptance of the items, the vendor warrants that the title shall pass to the RCSD free and clear of all liens, mortgages, encumbrances, financing statements, security agreements, claims and demands of any character.

30.0 SCOPE OF WORK

The printing or duplication of Riverhead Central School District documents and forms upon demand and delivered to various locations within the school district.

31.0 SPECIFICATIONS

1. NEWSPAPERS

- A. **Newspaper** Published once a year and mailed to approximately 22,000 residents
Description: Finished size 8.5" x 11", 11" x 25.5" sheet with C-fold into 6 pages
Text: 60# Offset, white
Text Ink: 2c/1c Reflex Blue and Black with b/w photos
Art/Comp.: Output disk and/or PDF file to be supplied by District. Proof required for approval prior to final printing
Bindery: C-fold sheet to 8.5" x 11"
Fulfillment: To be bulk mailed; sorted by carrier route list and delivered to the Post Office
Carrier route list will be provided by the District
- B. **6 Day Notice Budget Flyer**
Description: Time sensitive mailing published once a year to approximately 22,000 residents
8.5" x 11" folded in half to 8.5" x 5.5"
Stock: 50# Offset-white
Text Ink: 1c/2s Black Ink
Art/Comp: PDF provided by the District
Bindery: Trim and fold to 8.5" x 5.5"
Fulfillment: Sort in trays by carrier route and deliver to the Riverhead Post Office
Carrier Route list will be provided by the District.
- C. **Newsletter**
Description: Time sensitive mailing published 1-2x's per year to approximately 22,000 residents. 8.5" x 11", **no** fold.
Stock: 67# card stock
Text Ink: 2c/2s, reflex blue and black
Art/Comp: PDF provided by the District
Fulfillment: To be bulk mailed, sorted by carrier route list and delivered to the Post Office.
Carrier Route list will be provided by the District.

2. **BOOKS, BOOKLETS, HANDBOOKS**

A. **Kindergarten Parent Information Guide**

Description: Finished Size: 8.5" x 6.35", 8 pages
Text: 8 pages, 1c/2s
Stock: 50# White Offset
Ink: 1/c/2s Reflex Blue
Art/Comp.: PDF file to be supplied by the District.
Bindery: Saddle Stitched, stagger fold.

B. **Riverhead Kindergarten Program**- Parent and Child Handbook, printed once a year.

Description: 16 pages + cover, finished size 8.5" x 7"
Text: 24# white offset, 1c/2s, Reflex Blue ink
Cover: 4 pages, 60# white coated stock, 1c/1s Reflex Blue ink.
Art/Comp.: PDF file to be supplied by the District.
Bindery: Saddle stitched.

C. **Family Handbook** 550copies printed once a year prior to the start of the school term.

Description: 20 pages + cover, finished size 8.5" x 11"
Text: 20# white offset, 11" x 17", 1c/2s, black ink
Cover: 110# Offset Cover Stock, 11" x 17", Index blue, 1c/2s
Art/Comp.: PDF file to be supplied by the District.
Bindery: Saddle stitched center fold.

D. **Course Offering Booklet**

Description: 76 pages + cover, finished size 8.5" x 11"
Text: 50# white offset, 11" x 17, 1c/2s, black ink
Cover: Gloss 65# Cover –White, 11" x 17", 2c/1s Reflex Blue and Black Ink
Art/Comp.: PDF file to be supplied by the District
Bindery: Sheets scored at 8.5" and saddle stitched, folded to finished size 8.5" x 11"
Proof: Proof provided for approval prior to final production
Packaging: Delivered in corrugated cartons

E. **College Admission Guide**

Description: 68 pages + cover, finished size 8.5" x 11"
Text: 50# White offset, 11" x 17", 1c/2s
Cover: 100# Coated cover, 11" x 17", prints 4/1
Art/Comp.: PDF file to be supplied by the District
Bindery: All sheets scored at 8.5" and saddle stitched, folded to finished size 8.5" x 11"
Proof: Proof provided for approval prior to final production.
Packaging: Delivered in corrugated cartons.

F. **Labyrinth**

Description: Labyrinth is a compilation of artwork, photos, writings and poems by the students of Riverhead High School. 250-300 Books are printed once a year.
Description: Finished size; 5.5" x 8.5", Printed 4/4. Artwork and photos printed in full color, text black ink.
of pages 92, 96, 100, 104, 108 + cover
Cover Stock 100# Bright White Cover
Text Stock 50# Bright White Offset
Art/Comp.: PDF file provided by the District
Proof: Proof provided for approval prior to final production
Bindery: Perfect Bind
Packaging: Delivered in corrugated cartons.

- G. **Latin Text Book** 50-60 copies printed once a year, prior to the beginning of the school term.
 Description: 256 pgs., prints 2 sides B/W and Color, 8.5" x 11"
 Text: 50# Bright White Offset
 Cover: 100# Cover CTD 1side, Bright White, Prints 4/4
 Art/Comp.: PDF file to be supplied by the District
 Bindery: Perfect Bound
 Proof: Proof provided for approval prior to final production
 Packaging: Delivered in corrugated cartons
- H. **Vehicle Inspection Report Book**
 Description: Printed on an as needed basis. 51 pages, finished size 6" x 9"
 Text: pages 1-31 white 50# offset, pages 32-51 canary 50# offset, perforated in one place, prints 1/0 black ink.
 Cover: Wrap around cover 110# Index white, chip board back; cover prints 1/0 black ink.
 Art/Comp.: PDF file provided by the District
 Bindery: Flat stapled 2 places L/H/S (left hand side)
- I. **School Profile Booklet**
 Description: 8-page booklet, finished size 8.5" x 11". May be produced on a duplicator if cost efficient.
 Text/Cover: 24# White offset, 11" x 17", printed 1c/2s
 Art/Comp.: PDF file to be provided by the District
 Packaging: 100 booklets per package; shrink wrap, band or box.
- 3. ENVELOPES**
- A. **#10 White Wove Envelopes-Standard**
 Description: Standard #10 Window Envelopes
 Stock: 24# White Wove
 Text: Return address printed in Reflex Blue
 Art/Comp: PDF file to be supplied by District if available
- B. **#10 Window Envelope-White Wove**
 Description: Standard #10 White Wove Window Envelope
 Stock: 24# White Wove
 Text: Return address printed in Reflex Blue
 Art/Comp: PDF file to be supplied by District if available
- C. **Report Card/Progress Report Envelope-Customized**
 Description: Customized Report Card Envelope
 Stock: 9" x 12", 28# Open end, white wove.
 Text: Printed, 1c/1s, black ink
 Art/Comp.: PDF file to be supplied by the District.
- 4. FORMS**
- A. **Carbonless Forms**
 Description: Various sizes and number of parts of carbonless forms, Carbonless forms can be quoted either as snap-out or edge glued. printed 1c/1s, black ink

B. **Cumulative Health Record Folder**

Description: 11.5" x 18" offset fold 1/2 "to finished size 11.5" x 9.5"
Stock: 110# White Index Stock
Text: Printed 1c/2s, black ink.
Art/Comp PDF or sample to be provided by District

4. **FORMS cont'd.**

C. **Permanent Record /Personal Data Record**

Description: 8.5" x 11" Form printed 1c/2s black ink.
Stock: 110# White Index Stock,
Text: Printed 1c/2s, black ink.
Art/Comp PDF or sample to be provided by District

5. **COMMENCEMENT**

A. **Graduation Booklet with Gold Tassels (Elementary School)**

Description: Printed once a year. 5" x 7" finished folded size, Cover plus one 4 page insert, Cover is Gold Foil Embossed and scored down center. Assembled with a gold tassel
Text: 70# White offset
Cover: 80# Carnival Cordwain Cover-white

6. **LABELS**

A. **Book Identification Label**

Description: Finished size 2" x 4" Label on Matte Crack-N-Peel with 2" score for fold.
Text: Full color
Art/Comp. PDF file to be provided by the District.
Packaging: Shrink wrapped in sets of 100 labels.

7. **STATIONERY**

A. **Letterhead**

Description 8.5" x 11" sheet, 2c/1s (2 color logo)
Stock: Wausau Paper Royal Fiber, 70# text, smooth finish, Color: Ice Blue
Text: Printed 2c, Reflex blue and Black
Art/Comp.: PDF file to be supplied by the District with District logo and letterhead information. Contact names and address will change as required per order.

B. **Blank Stock**

Stock: Wausau Paper Royal Fiber, 8.5" x 11", 70# text, smooth finish, Color: Ice Blue, 500 sheets per ream

32.0 **DISQUALIFICATION OF BIDDERS**

In addition to all other terms and provisions of the response documents, responders may be disqualified and their responses not considered if;

- A. The responder fails to complete the response documents in its entirety.
- B. More than one response is submitted by the same person or a group of persons acting together under the same or different names; or
- C. It is evident in the opinion of RCSD that a responder is not capable of performing the work in accordance with the requirements of the response documents; or
- D. Any other provision of law that would make the response or the performance of the work by the responder illegal.
- E. Failure to provide the specified insurance. Reference page 21 of this proposal.
- F. Submission of an unsigned bid.

33.0 REJECTION

The RCSD reserves the right to reject responses from any and all responders if it is deemed to be in the best interest of the District.

34.0 SIGNING OF BIDS

When submitting your response, remember that all responses must be signed and notarized on page 21. Please sign the original in ink.

Please do not remove any pages from the bid package. Be sure to make a copy of the completed bid package for your records.

Bid Proposal Form
RH21-009 Printing Services for School District

1. NEWSPAPERS

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Printing Cost</u>	<u>Cost for additional 100 pieces</u>	<u>Cost of a Proof</u>	<u>Fulfillment Cost</u>
A.	Newspaper	22,000	\$	\$	\$	\$
B.	6 Day Notice Budget Flyer	22,000	\$	\$	\$	\$
C.	Newsletter	22,000	\$	\$	\$	\$

2. BOOKS, BOOKLETS, HANDBOOKS

<u>Item #</u>	<u>Description</u>	<u>Quantity/Cost</u>	<u>Quantity/Cost</u>	<u>Quantity/Cost</u>		<u>Cost of a Proof</u>
A.	Kindergarten Parent Information Guide	250 @ \$	500 @ \$	750 @ \$		\$
B.	Riverhead Kindergarten Program	250 @ \$	500 @ \$			\$
C.	Family Handbook	550 @ \$	Cost for add'l. 100 copies \$			\$
D.	Course Offering Booklet	100 @ \$	Cost per add'l. copy \$	200 @ \$	Cost per add'l. copy \$	\$
E.	College Admission Guide	250 @ \$	Cost per add'l. copy \$	500 @ \$	Cost per add'l. copy \$	\$
F.1.	Labyrinth -92 p.+ cover	200 @ \$	Cost per add'l. copy \$	250 @ \$	Cost per add'l. copy \$	\$
F.2.	Labyrinth -96 p.+ cover	200 @ \$	Cost per add'l. copy \$	250 @ \$	Cost per add'l. copy \$	\$
F.3.	Labyrinth -100 p.+ cover	200 @ \$	Cost per add'l. copy \$	250 @ \$	Cost per add'l. copy \$	\$
F.4.	Labyrinth -104 p.+ cover	200 @ \$	Cost per add'l. copy \$	250 @ \$	Cost per add'l. copy \$	\$
F.5.	Labyrinth - 108 p.+ cover	200 @ \$	Cost per add'l. copy \$	250 @ \$	Cost per add'l. copy \$	\$
G.	Latin Text Book	50 @ \$	Cost per add'l. copy \$	75 @ \$	Cost per add'l. copy \$	\$
H.	Vehicle Inspection Report Book	300 books @ \$	Cost per add'l. copy \$	600 books @ \$	Cost per add'l. copy \$	\$
I	School Profile Booklet	250 @ \$	Cost per add'l. copy \$	500 @ \$	Cost per add'l. copy \$	\$

3. ENVELOPES

<u>Item #</u>	<u>Description</u>	<u>Quantity/Cost</u>	<u>Quantity/Cost</u>	<u>Quantity/Cost</u>	<u>Quantity/Cost</u>	<u>Cost of a Proof</u>
A.	#10 White Wove Envelopes-Standard	2500 @ \$	5000 @ \$	10,000 @ \$	20,000 @ \$	\$
B.	#10 Window Envelope-White Wove	2500 @ \$	5000 @ \$	10,000 @ \$	20,000 @ \$	\$
C.	Report Card/Progress Report Envelope-Customized	500 @ \$	1000 @ \$	2500 @ \$	5000 @ \$	\$

4. FORMS

<u>Item #</u>	<u>Description</u>	<u>Quantity/Cost</u>	<u>Quantity/Cost</u>	<u>Quantity/Cost</u>	<u>Quantity/Cost</u>	<u>Cost of a Proof</u>
A.1	5.5" x 8.5", 2 part carbonless, 1c/1s	1000 @ \$	2500 @ \$	5000 @ \$	10,000 @ \$	\$
A.2	5.5" x 8.5", 3 part carbonless, 1c/1s	1000 @ \$	2500 @ \$	5000 @ \$	10,000 @ \$	\$
A.3	5.5" x 8.5", 4 part carbonless, 1c/1s	1000 @ \$	2500 @ \$	5000 @ \$	10,000 @ \$	\$
A.4	8.5" x 11", 2 part carbonless, 1c/1s	1000 @ \$	2500 @ \$	5000 @ \$	10,000 @ \$	\$
A.5	8.5" x 11", 3 part carbonless, 1c/1s	1000 @ \$	2500 @ \$	5000 @ \$	10,000 @ \$	\$
A.6	8.5" x 11", 4 part carbonless, 1c/1s	1000 @ \$	2500 @ \$	5000 @ \$	10,000 @ \$	\$
A.7	8.5" x 14", 2 part carbonless, 1c/1s	1000 @ \$	2500 @ \$	5000 @ \$	10,000 @ \$	\$
A.8	8.5" x 14", 3 part carbonless, 1c/1s	1000 @ \$	2500 @ \$	5000 @ \$	10,000 @ \$	\$
A.9	8.5" x 14", 4 part carbonless, 1c/1s	1000 @ \$	2500 @ \$	5000 @ \$	10,000 @ \$	\$
B.	Cumulative Health Record Folder	1000 @ \$	2500 @ \$	5000 @ \$	10,000 @ \$	\$
C.	Permanent Record/Personal Data	1000 @ \$	2500 @ \$	5000 @ \$	10,000 @ \$	\$

5. COMMENCEMENT

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Printing Cost</u>	<u>Cost for additional 100 pieces</u>	<u>Cost of a Proof</u>
C.	Graduation Booklet -Elementary School	350	\$	Cost per each add'l. copy \$	\$

6. LABELS

Item #	Description	<u>Quantity/Cost</u>	<u>Quantity/Cost</u>	<u>Quantity/Cost</u>	<u>Quantity/Cost</u>	<u>Cost of a Proof</u>
A.	Book Identification Label	5,000 @ \$	10,000@ \$	15,000 @ \$	20,000 @ \$	\$

7. STATIONERY

Item #	Description	<u>Quantity/Cost</u>	<u>Quantity/Cost</u>	<u>Quantity/Cost</u>	<u>Quantity/Cost</u>	<u>Cost of a Proof</u>
A.	Letterhead	1,000 @ \$	2,500@ \$	5,000 @ \$	10,000 @ \$	\$
B.	Blank Stock	1 Case @ \$	2 Cases @ \$	3 Cases @ \$	4 Cases @ \$	

After the award of the bid, the placing of an order by the Purchasing Agent of the Riverhead Central 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 Riverhead Central School District 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 _____ DATE _____

PRINT NAME _____ TITLE _____

ACKNOWLEDGMENT

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

On the ____ day of _____ in the year 20__ 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

STANDARD INSURANCE REQUIREMENTS

RIVERHEAD CENTRAL 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 Riverhead Central School District****

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 RIVERHEAD CENTRAL SCHOOL DISTRICT, 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 RIVERHEAD CENTRAL SCHOOL DISTRICT 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 from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State, and the Riverhead Central School District has approved such insurance. The insurance shall comply with the indemnification and hold harmless provisions outlined under this bid specification and any resulting contract.

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 Riverhead Central School District.

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 Riverhead Central School District.

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 Riverhead Central 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 Riverhead Central 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

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.

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 Riverhead Central 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 Riverhead Central School District no less than 10 days prior to the date and time of cancellation or non-renewal.

DISCLOSURE

The undersigned bidder has carefully examined the Proposal 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 prices 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 document signed by at least one general partner submitted with the bid documents.

The submission of this constitutes a certification that no Riverhead Central School District Officer has any interest therein. In the event that any RCSD Officer has any such interest, the full nature should be disclosed below. It is not forbidden that individuals employed by the Riverhead Central School District or other municipalities bid on contracts, but only that such interest be revealed when they do bid.

Employee: _____

Signature of authorized agent

Date

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, 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 an 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.

Signature & Company Position

SWORN TO BEFORE ME THIS

Print Name & Company Position

_____ DAY OF _____ 20____

Company Name

NOTARY PUBLIC

Date Signed

Federal I.D. Number

Insurance Certification

Bid or Project No.: _____ **Name of Bid:** _____

Your insurance representative must complete the form below in order to be considered for the award of this bid or project, and it is important that you complete the Bidder's Acknowledgment section of this form. Please note that a Certificate of Insurance must accompany your bid submission in order for your bid to be considered.

Insurance Representative's Acknowledgment:

We have reviewed the insurance requirements set forth in the bid and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Insurance Representative: _____

Address: _____

Are you an agent for the companies providing the coverage? Yes _____ No _____

Date: _____

Insurance Representative

Bidder's Acknowledgment:

I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that a Certificate of Insurance must be submitted with my bid; and if it is not, the Riverhead Central School District may reject my bid and award to the next lowest bidder.

Firm Name: _____

Address: _____

Date: _____

Bidder's Signature

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), chapter 1 of the 2012 Laws of New York, a new provision has been added to Stat Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL §165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this

_____ day of _____

20__

Notary Public: _____

DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT

Bidders shall complete this form if they cannot certify that the Bidder/Contractor or any proposed Subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder: _____

Address of the Bidder: _____

Has bidder been involved in investment activities in Iran? _____

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g banking, energy, real estate) _____

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

Is so, what was the date of the last investment activity? _____

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? _____

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

I, _____ being duly sworn, deposes and says that he/she is the
_____ of the _____ Corporation and the foregoing is true and accurate.

SIGNED

SWORN to before me this
_____ day of _____ 20__

Notary Public: _____

General Information

Description	Vendor Response
Authorized Signature	
Printed Name and Title	
Date	
Vendor Name	
Corporation Name	
Street Address	
City, State, Zip Code	
Contact Person	
Contact E-mail address	
Phone Number	
Fax Number	
Vendors Website Address	
Type of Entity (Corp., Partnership, LLC, Sole Proprietor)	
<u>Corporation Name if non-publicly owned</u>	
List of Officers and Directors: <u>NAME</u>	<u>TITLE</u>
Partnership Name	
List Of Partners: <u>NAME</u>	<u>TITLE</u>
Federal Employee I.D. Number	
Date of Organization	
State and Date filed (if applicable)	
Please acknowledge that addenda have been received by checking below as appropriate.	
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____	
*Addendum are also posted on the District website: http://www.riverhead.net/HTML/District04/Purchasing/Bids.html	
This business qualifies as: ___ Women Owned ___ Small Business ___ Minority Owned	

RH21-009 Printing Services for School District

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 Riverhead Central School 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.

1) Reference Name: _____
Address: _____

E-mail Address: _____
Telephone: _____ Contact Person: _____
Contract Date: _____

2) Reference Name: _____
Address: _____

E-mail Address: _____
Telephone: _____ Contact Person: _____
Contract Date: _____

3) Reference Name: _____
Address: _____

E-mail Address: _____
Telephone: _____ Contact Person: _____
Contract Date: _____

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.

ASSUMED NAME: _____

Vendor Name: _____

NON-BIDDER'S RESPONSE

For purposes of facilitating your firm's response to our invitation to bid, the Riverhead Central School District is interested in ascertaining reasons for prospective bidders' 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 returning this form to the Riverhead Central School District Purchasing Department at the above address.

We are not responding to this invitation for 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.

___ Incorrect address used.

Correct mailing address is:

___ Our branch/division handles this type of bid.

Correct name and mailing address is: _____

___ Other reason(s):

Proposal Form Checklist

****Do not remove any pages from the bid package****

- Make a copy of the document for your record
- Bid Proposal Form
- Disclosure
- Notarized Affidavit of Non-Collusion
- Insurance Certification
- Certification of Compliance w/Iran Divestment Act
- Declaration-Iran divestment Act
- General Information Form
- Reference Form
- Assumed Name Certification
- Non-Bidders Response Form
- Authorized signature on Page 21 of Bid Proposal Form.
- Return the Bid document in its entirety and intact.