



BUFFALO PUBLIC SCHOOLS PROCUREMENT OFFERING Standard Terms, Conditions, and Disclaimers

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BUFFALO PUBLIC SCHOOLS PROCUREMENT OFFERING

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Terms & Conditions

Supplier Default – Failure of the supplier to comply with any of these provisions may be considered reason for rejection of proposal.

1. The issuance of this Procurement Offering (“offering”) constitutes only an invitation to submit a response to the Buffalo Public Schools (“District”). It does not guarantee an award for the goods or services, but as a means by which the District can facilitate the acquisition of information related to the purchase of goods or implementation of services.
2. Any and all information presented herein, including drawings, specifications, instructions, policies, engineering guides, questionnaires, methodologies, etc., which is a part of this offering package, or disclosed during the selection process, is the property of the District, and shall not be duplicated or disclosed except to those employees of the recipient who have a need to know in order to prepare the response.
3. The District neither makes nor assumes any contractual obligations by issuing this offering, receiving and evaluating supplier response(s), or making preliminary supplier selection. Providing a response as provided herein shall neither obligate nor entitle a Responder to enter into a contract with the District.
4. This offering does not commit the District either to award a contract or to pay for any costs incurred in the preparation of a submission. Responders shall bear all costs associated with submission preparation, submission and attendance at presentation interviews, or any other activity associated with this offering or otherwise.
5. The District reserves the right to determine, in its sole and absolute discretion, whether any aspect of the submission satisfactorily meets the criteria established in this offering, the right to seek clarification from any responder (s), and the right to cancel and/or amend, in part or entirely, the offering, at any time prior to a written contract.
6. The District is not obligated to respond to any submission submitted nor is it legally bound in any manner whatsoever by the submission of a response.
7. Upon submission, all responses become the property of the District. The District reserves the right to use the information and any ideas presented in any submission in response to this offering, whether or not the submission is accepted.
8. The District will designate one (or more) representative(s) who will act as the primary contact for this project. The representative(s) will be responsible for conferring with any and all parties necessary to resolve unanticipated issues or requirements that might occur during the course of the offering. Questions concerning this offering should be directed to the designated contacts listed on the offering summary page by the question deadline listed. All answers will be published by the posting deadline listed.



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Definitions

STANDARD DEFINITIONS

1. “District”: Buffalo Public Schools (BPS)/Buffalo City Schools/Buffalo Board of Education and any or all of the departments within the organization.
2. “Vendor”, “Bidder”, “Proposer”, “Respondent”: An individual, partnership, or corporation from whom the “District” is soliciting a response.
3. “Contractor”: The individual, partnership, or corporation whose proposal is accepted and who is awarded.
4. “Contract”, “Agreement”: The legal document the District issues to bind the Contractor to provide the product and / or service described in the offering.
5. “Request for Bid (RFB)”: A competitive offering process to procure the best PRICE for the District utilizing offering specific products/services lists.
6. “Request for Proposal (RFP)”: A competitive offering process to procure the best VALUE for the District utilizing offering specific products/services list and evaluation criteria.
7. “Request for Pre-Qualification (RFPQ)”: An offering process to identify qualified vendors utilizing offering specific minimum qualifications and evaluation criteria.



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NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each Respondent and each person signing on behalf of any Respondent certifies¹, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this proposal 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 respondent or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the Bidder prior to opening directly or indirectly, to any respondent or to any competitor; and
3. No attempt has been made or will be made by the respondent to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

This proposal is made without any connection with any person making any proposal for the material herein listed and it is in all respects fair and without collusion or fraud, and also, that no Officer or Member of the Buffalo Board of Education, City of Buffalo, is directly interested therein, or in the supplies to which it relates, or any portion of the profits thereof.

If the Respondent is a corporation, the execution of the non-collusive certification on the form of proposal shall be deemed to have been authorized by the Board of Directors of the Respondent and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

No proposal shall be considered for an award nor shall any award be made to a Respondent where the proposal does not include the statements as to non-collusion as set forth in the form of proposal herein; provided however, that if in any case the Respondent cannot make the foregoing certification, the Respondent shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reason. No award shall be made unless the Buffalo Board of Education determines that such disclosure was not made for the purpose of restricting competition. It should be noted that the fact that a Respondent has published price lists, rates or tariffs covering items being procured or has informed prospective customers of the proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price as being proposal, does not constitute, without more, a disclosure to any other Respondent or to any competitor within the meaning of the non-collusive certification included in the form of proposal.

Please complete the associated question(s) in the provided questionnaire for this offering titled "Offering Questionnaire" under Question Set 1, Section "Non-Collusive Bidding Certification" and provide a signed copy of the "Non-Collusive Bidding Certification."

¹In the case of any joint proposal (which for these purposes shall include any proposal where the respondent has consulted with a subcontractor in making the proposal), each party or subcontractor thereto shall sign this non-collusion certification as to its own organization or corporation.



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PROCUREMENT ANTI-LOBBYING LAW

1. Information and Forms

The Buffalo Board of Education (the “District”) adopts New York State Finance Law §§139-j and 139-k, which imposes certain restrictions on communications between District staff and any respondent during this procurement process. A respondent is restricted from contacting, or having a third-party contact, District staff with the intent to influence governmental procurement. The only communication regarding this offering should be with the designated contact person(s) as indicated on the offering summary page and in the manner proscribed by the solicitation and New York State Finance Law §§139-j, during the restricted period. This restricted period for contact will begin once the offering is advertised and last through the time a final award is issued by the Buffalo Public Schools. Any communications you have with the District regarding the offering or as pertaining to the offering will be documented. Failure to comply with these restrictions may result in your ineligibility for an award with respect to this offering. Your acknowledgement to these restrictions on contact is required.

Respondent’s Affirmation of Understanding of regarding Restrictions on Contact pursuant to State Finance Law §139-j

The Respondent affirms that it understands and agrees to comply with the terms of this solicitation and only engage in permissible Contacts as outlined by State Finance Law §139-j (3) and §139-j (6) (b).

Designated Contact(s) for this Offering are listed on the “Offering Summary” page.

All inquiries concerning this offering should be addressed to the designated contacts listed on the summary sheet.

All questions should be submitted in writing, citing the particular offering section and paragraph number and in line with the specifications of this offering regarding the question and answer timeline. Prospective respondents should note that all clarifications and exceptions, including those relating to the terms and conditions of the agreement, are to be resolved prior to the submission of a proposal. Answers to all questions of a substantive nature will be given to all prospective Bidders in the form of a formal addendum, which will be annexed to and become part of the resultant agreement.

2. Bidder Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) provides that a Governmental Entity shall obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, a Respondent must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity.



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A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether a respondent fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any respondent that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Respondent is necessary to protect public property or public health safety, and that the respondent is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

3. Instructions

Please complete the associated question(s) in the provided questionnaire for this offering titled "Offering Questionnaire" under Question Set 1, Section "Procurement Anti-Lobbying Law"

RESTRICTED COMMUNICATION

Restricted Communication Period (Cone of Silence) – as per New York State finance law, article 9, section 139-j, during the period of time from the earliest posting or distribution of this offering until the Board approval a vendor shall contact only the designated contact(s) listed on the offering summary regarding this offering. Any contacts during this period between a vendor and any Board of Education member, officer or employee is a violation of this provision. The District will not respond to any inquiries or questions by any vendor during this period unless it was properly put forth during and within the indicated question and answer period.

FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, bids submitted in response to this offering may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Bidder's competitive position or constitute a trade secret. Respondents who have a good faith belief that the information submitted in their responses is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the bids containing such information by typing in bold face on the top of each page, "**The bidder believes that this information is protected from disclosure under the state freedom of information law**". The BPS assumes no liability for disclosure of information so identified, provided that the BPS has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.



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DISTRICT'S RESERVED RIGHTS

The District reserves the right to:

- Reject any or all proposals received.
- Withdraw the offering at any time, at the agency's sole discretion.
- Make an award under the offering in whole or in part; award may be split among multiple respondents or may be awarded to one respondent. The District reserves the right to award this offering based on best interest advantage for the District. If response is to be considered as an "all or none" proposal, respondent must clearly indicate so outlining any restrictions.
- Disqualify any respondent whose conduct and/or proposal fails to conform to the requirements of the offering.
- Seek clarifications and revisions of responses.
- Use proposal information obtained through site visits, management interviews and the District's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the respondent in response to the agency's request for clarifying information during evaluation and/or selection under the offering.
- Prior to the offering closing date/response opening date, amend the offering specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- Prior to the offering closing date/response opening date, direct respondents to submit proposal modifications addressing subsequent offering amendments.
- Change any of the scheduled dates.
- Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective respondents.
- Waive any requirements that are not material.
- Negotiate with bidders within the scope of the offering in the best interests of the District.
- Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected respondent.
- Utilize any and all ideas submitted in the proposals received.
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offeror's proposal and/or to determine an offeror's compliance with the requirements of the solicitation.



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INDEMNITY OF THE BUFFALO PUBLIC SCHOOLS/BOARD OF EDUCATION

The Contractor shall indemnify and save harmless the Buffalo Public Schools, its officers and employees from all claims, suit actions, damages, losses, and costs of every name and description to which the Buffalo Public Schools may be subjected or put by reason of injury to the person or property of another, or the property of the Buffalo Public Schools, resulting from the negligence or carelessness, active or passive, of the Contractor, or the joint negligence, active or passive, of the Contractor and the Buffalo Public Schools, his or their employees, agents or subcontractors, in the performance of any work under this contract, or in the delivery of materials and supplies. The whole, or so much of the money is to become due under this contract as shall be considered necessary by the Buffalo Public Schools, may be retained by it until all suits or claims for damages shall have been settled or otherwise disposed of, and evidence to that effect furnished to the satisfaction of the Buffalo Public Schools.

DEBARMENT

Responses from entities with a current exclusion from award listed by the General Services Administration on the System for Award Management (SAM) will be NOT be eligible for award. A review of a respondent's exclusion status will be part of the response evaluation criteria.

Please complete the associated question(s) in the provided questionnaire for this offering titled "Offering Questionnaire" under Question Set 1, Section "Debarment"

TAXES

Responses to this offering shall not be made subject to any Federal, State, or County Taxes.

SUBCONTRACTORS (PURSUANT TO SECTION 408 OF THE CITY CHARTER)

The successful respondent shall submit a list of proposed subcontractors to the BPS for its approval and obtain written consent thereto prior to the execution of the Form of Agreement. The subcontracting of any part of the work or services under this contract to any person, firm or corporation by whom a proposal was submitted to the BPS for the same offering shall be absolutely prohibited.



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SUBMITTING RESPONSES TO THIS OFFERING

RESPONDENTS ARE STRONGLY ENCOURAGED TO SUBMIT RESPONSES ELECTRONICALLY

The offering summary page will indicate the acceptable method(s) of responses to the offering. Response methods include:

Mailed / Delivered Responses (unless otherwise indicated on the summary page):

- Are allowed for all offerings.
- A minimum of two (2) signed & printed copies must be included.
- Any required response surety such as a Bid Bond or Certified Check must be included. **THE NEED TO INCLUDE RESPONSE SURETY WILL BE EXPLICITLY DECLARED ON THE SUMMARY PAGES.**
- A flash drive with an electronic copy of the response in PDF format must be included. This should include a scanned image of any required response surety.
- Mailed responses will be scanned and manually entered into the District's electronic procurement offering system for response evaluation purposes. The District accepts no responsibility for inadvertent typographical errors in the entry of respondent's mailed submittals.

Electronic Responses (unless otherwise indicated on the summary page):

- Acceptance of electronic submittals will be explicitly declared on the summary page.
- Electronic responses must be submitted in the manner described on the summary page.
- If a response requires submittal of response surety such as a Bid Bond or Certified Check a scanned image **MUST** be included with the electronic submittal and the physical surety instrument(s) must be mailed to the indicated address and received by the opening deadline. **THE NEED TO INCLUDE RESPONSE SURETY WILL BE EXPLICITLY DECLARED ON THE SUMMARY PAGES.**
- No other physical submittal will be required.

In addition to the specific response requirements indicated in the offering specifications all responses are requested to complete any voluntary surveys included with the offering.

Failure to submit required information will result in the response being judged "Non-Responsive" and not considered for award.

Failure to submit voluntary surveys or optional forms will not impact the evaluation of the response but the submittal of or failure to submit may be used for tie breaking purposes.

RESPONDENTS ARE STRONGLY ENCOURAGED TO SUBMIT RESPONSES ELECTRONICALLY



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PRODUCT SPECIFICATIONS, PRICING, QUANTITIES, & SAMPLES

Minimum specifications should be met. If specifications vary in excess of minimum, please provide complete and detailed specifications.

Response prices must be FOB destination to indicated BPS District locations. All District Locations are within the City of Buffalo limits.

Prices shall be valid immediately upon offering closure/response opening date through the date listed on the summary page.

Estimated quantities will be listed on the associated Bid template / consumable listing for this offering.

Quantities indicated may be plus / minus actual requirements. The offering should not be considered a guarantee of minimum quantities for the term of the award.

Additional quantities may be required during the term of this award and could include other City of Buffalo agencies or political subdivisions.

Any requirement for samples will be indicated on the offering summary pages. If called upon to do so, respondents shall furnish samples for the article that respondent proposes to furnish. For means of identification, respondents name, item number, and manufacturers catalog numbers shall be printed on a durable card that shall be securely attached to the sample submitted

LATE RESPONSES

For purposes of response openings held and conducted by the Buffalo Public Schools, a response must be received in such place and manner as may be designated in the offering documents, at or before the date and time established in the offering specifications for the response opening.

For purposes of response openings held and conducted by the Buffalo Public Schools, the term late response is defined as a response not received in the location and manner established in the offering specifications at or before the date and time specified for the offering closure/response opening. Any response received at the specified location after the time specified will be considered a late response. A late response shall not be considered for award unless: (i) no timely responses meeting the requirements of the offering documents are received or, (ii) in the case of a multiple award, an insufficient number of timely responses were received to satisfy the multiple award; and acceptance of the late responses is in the best interests of the Authorized Users.

Delays in United States mail deliveries or any other means of transmittal, including couriers or agents shall not excuse late response submissions. Similar types of delays, including but not limited to, bad weather, or security procedures for parking and building admittance shall not excuse late response submissions. Determinations relative to response timeliness shall be at the sole discretion of the Buffalo Public Schools.



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RESPONSE SURETY

THE NEED TO INCLUDE RESPONSE SURETY WILL BE EXPLICITLY DECLARED ON THE SUMMARY PAGES; THIS DECLARATION IS VALID REGARDLESS OF THE VALUE OF THE RESPONSE.

If the total value of the response is **less than \$100,000** and the summary page does **NOT** explicitly require a response surety, then no surety is required. **NO RESPONSE SURETY REQUIRED because the value is below the threshold AND it has not been requested.**

If the total value of the response is **greater than \$100,000** and the summary page does **NOT** explicitly require a response surety, then no surety is required. **NO RESPONSE SURETY REQUIRED because it has not been requested.**

If the total value of the response is **less than \$100,000** and the summary page **DOES** explicitly require a response surety, then no surety is required. **NO RESPONSE SURETY REQUIRED because the value is below the threshold.**

If the total value of the response is **greater than \$100,000** and the summary page **DOES** explicitly require a response surety, then a response surety should be provided in accordance with the below. **A RESPONSE SURETY IS REQUIRED because the value is above the threshold AND it has been requested.**

1) CERTIFIED CHECK, ETC. (EXCEPT AS HEREINAFTER NOTED)

If the gross total amount quoted is \$100,000 or more, a certified check must be submitted with your response. No response will be considered unless it shall be accompanied by a certified check, banker's check, draft, or money order which shall be payable to the order of the BPS for five percent (5%) of the amount of the offering response. Said certified check, banker's check, draft, or legal tender and the amount thereof will be retained as liquidated damages by the BPS if the successful respondent shall fail to enter into a contract and give security for the performance as hereinafter provided.

2) PROPOSAL/BID BOND

In lieu of certified check, banker's check, draft, money order, or legal tender, respondents may furnish proposal or bid bonds, the amount thereof to be for not less than Twenty-five percent (25%) of the amount of the response and shall be executed by the Respondent as principal, and as surety by a duly incorporated Surety Company authorized to do business under the laws of the State of New York. Such proposal or bid bond shall be conditioned for entering into contract by the Respondent and to furnish security for the performance thereof as hereinafter provided.



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3) RESPONSE SURETY FOR MULTI-YEAR RESPONSES

For multi-year responses, the required surety shall be calculated based on the full gross cost of the first full year of the proposal. Partial periods will not be used.

4) ELECTRONIC RESPONSE SUBMITTALS

For any BPS offering that explicitly allows for the electronic submittal of responses AND requires a response surety an image of the Response Surety **MUST** be included with the electronic submittal. The physical surety instrument **MUST** be mailed to:

Director of Purchase
65 Niagara Square
Room 816 City Hall
Buffalo, New York 14202

with offering number, offering title, and date of opening marked on the envelope. This **MUST** be received prior to the offering opening date.

5) RETURN OF RESPONSE SURETY

Upon award approval by the Buffalo Public School Board the response surety of non-awarded respondents will be returned. Response surety for award recipients will be returned upon Contract or Purchase Order approval.

BOND FOR PERFORMANCE

The successful respondent simultaneously with his delivery of the executed contract may be required to file, with the BPS, an executed performance bond on the form attached to the contract documents and having a surety thereon such Surety Companies as are approved by the Superintendent of Insurance of the State of New York, in the amount of One Hundred Percent (100%) of the amount of the bid. Bidders must include a stipulation of cost responsibility for performance bond, if such cost(s) are not included in the overall cost proposal. Verification of performance bond cost must be submitted to the District prior to execution of contract.

Every bond given for the performance of any contract made by the BPS shall contain a provision that the person, co-partnership, association or corporation entering into such contract with the BPS will pay for all materials used and services rendered in the execution of such contract, and any person, co-partnership, association or corporation furnishing materials or rendering services in and about the execution of such contract may maintain an action to recover for the same, the obligors such as though said person, co-partnership, association, or corporation where named therein, provided that such action be brought within one (1) year after the cause of such action accrues. The obligors in any such bond shall be liable and may be sued accordingly.

Notice of the commencement of such action and all proceedings shall be given to the President of the Buffalo Board of Education and in default of such action no recovery shall be had in such action.



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PREVAILING WAGE RATE INFORMATION / INSTRUCTIONS

Under New York State Labor Law, contractors and subcontractors must pay the prevailing rate of wage and supplements (fringe benefits) to all workers under a public work contract. Employers must pay the prevailing wage rate set for the locality where the work is performed. Prevailing wage is the pay rate set by law for work on public work projects. This applies to all laborers, workers or mechanics employed under a public work contract. The Bureau of Public Work administers Articles 8 and 9 of the New York State Labor Laws:

Article 8 covers public construction

Prevailing Wage Schedules are issued separately for “General Construction Projects” and “Residential Construction Projects” on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, Tunnel and Water & Sewer rates.

Article 9 covers building service contracts

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

Building service employee includes, but is not limited, to watchman, guard, building cleaner, porter, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, fire safety director, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Wage schedules are issued on a county-by-county basis. They contain the pay rates for each work classification. Under State law, all contracts between a government entity and a contractor must contain these schedules.



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PROTEST

A bid Protest Committee has been established to consider any protest regarding the award of any contracts as a result of this bid. Any persons conceiving themselves to be injured or aggrieved by the result of an award must submit their written protests in duplicate to the following addresses:

- | | | | |
|-----|-------------------------|-----|-------------------------|
| (1) | BID PROTEST COMMITTEE | (2) | FINANCIAL CONTROLLER |
| | c/o 801 CITY HALL | | c/o 815 CITY HALL |
| | BUFFALO, NEW YORK 14202 | | BUFFALO, NEW YORK 14202 |

Protests must be submitted within five (5) business days after a purchase contract is awarded. The committee is obligated to consider protests within thirty (30) days of receipt of said protest. The Bid Protest Committee is comprised of one (1) member of the Board of Education and two (2) District staff.

POST SELECTION PROCEDURES

Upon selection, the successful respondent will receive a proposed contract and/or executed Purchase Order (PO) from the District. All terms set forth in the selected respondent's technical proposal will be final. The selected respondent may be given an opportunity to reduce its cost proposal in accordance with the District's right to negotiate a final best price. The contents of this offering, any subsequent correspondence during the proposal evaluation period, and such other stipulations as agreed upon may be made a part of the final contract prepared by the District. Successful respondents may be subject to audit and should ensure that adequate controls are in place to document the allowable activities and expenditure of District funds.

FORMAL CONTRACT

THE BUFFALO PUBLIC SCHOOLS **MAY** REQUIRE THE EXECUTION OF A FORMAL CONTRACT BY THE SUCCESSFUL RESPONDENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or his right, title or interest therein, or his power to execute the same, to any other person, company or corporation, without the previous consent in writing of the BPS. Any such purported action without such consent shall be null and void. The assignment of this contract to any person, firm or corporation by whom a proposal was submitted to the BPS for the same contract is absolutely prohibited.



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DELIVERIES

All vendors awarded bids are to comply with any reasonable request(s) when making deliveries. This includes but is not limited to school property inside and outside the building, and the street area surrounding the school. If at any time the vendor feels such a request is unreasonable, the vendor shall either comply with such request and contact the Purchase Department for clarification or shall contact the Purchase Department immediately after respectfully declining a questionable directive from a school official.

All vendors are expected to act in a courteous and professional manner while conducting business with school officials. Physical, verbal or any other form of abuse WILL NOT BE TOLERATED. Violations of this directive may result in discretionary remedial action including but not limited to termination of bid award.

All vendors must comply with all Federal, State, County, and City laws and regulations, including **Article 29, S1174 of the New York State Vehicle and Traffic Laws** to wit;

S 1174. Overtaking and passing school bus. (a) *The driver of a vehicle upon a public highway, street or private road upon meeting or overtaking from either direction any school bus marked and equipped as provided in subdivision twenty of section three hundred seventy-five of this chapter which has stopped on the public highway, street or private road for the purpose of receiving or discharging any passengers, or which has stopped because a school bus in front of it has stopped to receive or discharge any passengers, shall stop the vehicle before reaching such school bus when there is in operation on said school bus a red visual signal as specified in subdivision twenty of section three hundred seventy-five of this chapter and said driver shall not proceed until such school bus resumes motion, or until signaled by the driver or a police officer to proceed. For the purposes of this section, and in addition to the provisions of section one hundred thirty-four of this chapter, the term "public highway" shall mean any area used for the parking of motor vehicles or used as a driveway located on the grounds of a school or of a board of cooperative educational services facility or any area used as a means of access to and egress from such school or facility.*

At no time shall a vendor interact, initiate contact or interfere with a member of the student population, unless it is in a specifically approved conduction of business associated with the vendor's product(s) or service(s).

Any questions or uncertainties regarding these guidelines should be immediately directed to the Director of Purchase, or the Designated Buyer.

DAMAGE TO PROPERTY

In delivery and/or installing equipment, care must be exercised to avoid damage to or disfigurement of the building or its equipment. Vendor shall be required to repair and/or redecorate at Vendor's own expense and to the satisfaction of the Buffalo Public Schools, any property damaged or defaced by him.



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CERTIFICATION OF EFFECTIVE INSURANCE

Prior to the signing of the contract, the Contractor shall furnish the BPS, for approval, a certified copy of each kind of insurance policy herein required of the Contractor, together with certificate of insurance, evidencing that the required insurance is in effect irrespective as to whether the Contractor or the BPS is the named insured.

THE SUCCESSFUL RESPONDANT MUST SUBMIT THE FOLLOWING INSURANCE.

1. **WORKERS' COMPENSATION CERTIFICATE** to cover Contractor as named insured for his liability under the law. Certificate shall contain a provision providing that it shall not be cancelled or changed by the Contractor or Insurance Company without ten (10) days prior written notice to the Buffalo Board of Education.
2. **PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY** insurance to cover Contractor as named insured and including there under as hereafter required. (Certified copy of POLICY must be submitted.)
 - A. Contractual Liability Endorsement covering the BUFFALO PUBLIC SCHOOLS AND THE CITY OF BUFFALO.
 - B. Cancellation Notice - Each insurance policy and certificate of insurance shall contain a provision providing that it shall not be cancelled or changed by the contractor or insurance company without ten (10) days prior written notice to the BPS.

POLICY LIMITS

Bodily Injury	\$500,000 per person \$1,000,000 per accident
Property Damage	\$300,000

(Above limits are the minimums required, they may be changed by the BPS if the contract calls for higher limits.)

FIRE INSURANCE

Bidders are hereby advised that the City of Buffalo or the BPS may provide insurance for School Buildings or their contents against loss by fire. Material furnished under these specifications shall remain the property of the Vendor from the time of delivery to school building until the time of inspection and formal acceptance by the Buffalo Public Schools.



BUFFALO PUBLIC SCHOOLS PROCUREMENT OFFERING Standard Terms, Conditions, and Disclaimers

General Disclaimers

INVOICE REQUIREMENTS

Invoices must be appropriately detailed to allow District personnel to verify that specific goods and/or services have been received/completed per the Contract's Scope of Services and Purchase Order specifications and provide a clear, consistent and accurate document trail required by the District's Audit department.

All invoices, along with required back up documentation, must be submitted in PDF format to the following email address - INVOICES@sp.buffaloschools.org. In situations where backup material is required (i.e. required reports, attendance sheets or receipts for reimbursements) these documents must be sent with the invoice. Do not send an invoice without the required back up. These documents should be referred to in the description of goods or services section of the invoice.

All invoices must contain a valid Buffalo Schools Purchase Order # (PO#). Vendors should not commence work without a PO#. Contact the District Designated Contact with any problems obtaining a PO#. Invoices not containing a valid PO# cannot be processed for payment. All Invoices must contain the following standard information; your organizations name and contact information, Invoice Date, Invoice #, Terms – for early payment discounts, a Buffalo City School District PO# and a current Remit Address.

The description of goods or services section of the invoice must be consistent with both the Contract's Scope of Services and the Purchase Order and include what service was performed, where it was performed, when it was performed and the cost for these services. Documentation required to support any charges based on staff time or reimbursements (e.g. attendance data, invoice receipts) must be submitted with the invoice (e.g. time sheets, subcontractor invoices, receipts).

For contracts that have a multi-line Purchase Order, the invoice must indicate which Purchase Order line number the invoice charges are to be applied against.

A separate invoice is required for each PO#. Do not include charges against more than one PO# on any one invoice.

Do not include sales tax on any invoice. As a governmental entity, the District is tax exempt.

Invoices should not be submitted prior to completion of services or receipt of goods.

The Buffalo Public Schools offers an "electronic payment" option in lieu of issuing checks. To obtain more information on electronic payments, please contact the District's Accounts Payable Department at accountspayable@buffaloschools.org or 716-816-3683.