

Greenburgh North Castle Union Free School District  
71 Broadway  
Dobbs Ferry, New York 10522

REQUEST FOR SEALED PROPOSAL FOR ELEVATOR MAINTENANCE FOR  
KENNETH CLARK ACADEMY, DOBBS FERRY, NEW YORK 10522 AND  
KAPLAN CAREER ACADEMY, NEW WINDSOR, NEW YORK 12553

A. Introduction

**1. Purpose**

This request for proposal is for the purpose of selecting a qualified and experienced contractor to repair and maintain the elevator at Kenneth Clark Academy, Dobbs Ferry, NY and the Kaplan Career Academy, New Windsor, NY of the Greenburgh North Castle Union Free School District (District) which is a Special Act School District located in Dobbs Ferry and New Windsor, New York.

This request for proposal seeks a contractor to provide repairs and maintenance services.

**2. Brief Description of the District.**

- a. Number of Schools- 4  
Grades 7-12  
Student enrollment - 450
- b. Number of employees – 200 Full and Part-Time.
- c. BOCES-District is a member district of the Southern Westchester Board of Cooperative Educational Services.
- d. Type of Superintendency – Independent
- e. Board of Education  
-Seven (7) members  
-Terms: Three (3) years
- f. Management  
-Superintendent of Schools- Edward Placke, Ed.D.  
-Assistant Superintendent of Schools-Bill Federice  
-District Clerk-Jennifer Herrera
- g. Budget  
The 2011-2012 General Fund Budget is \$22,000,000 as approved by the Board of education.

## **B. Scope**

The District is soliciting proposals for the purpose of identifying qualified contractors and establish firm pricing to provide labor, parts and materials to perform repairs and maintenance of the elevators located at Kenneth Clark Academy, Dobbs Ferry, NY and Kaplan Career Academy, New Windsor, NY. The elevator at Kenneth Clark Academy is Schindler Elevator and the elevator at Kaplan Career Academy is Otis Elevator.

- The contractor shall furnish at their expense all supervision, equipment, tools, machinery, labor, materials, transportation and other items and services necessary to fully accomplish the project as assigned in accordance with the terms, conditions and specifications of this RFP.
- All work shall be accomplished in strict accordance with specifications set forth herein, and all applicable state, county and local laws, codes and ordinances. In addition, without exception, the contractor shall comply with the letter and intent of all EPA, OSHA, and any other pertinent federal regulations and laws concerning the work specified herein.
- The contractor is responsible for the protection of all buildings, structures and utilities that are under or above ground or on the surface, from their operations that may be hazardous and/or damaging to said facilities.
- The contractor is responsible for the protection of all students, visitors, and District personnel against hazards and/or injuries due to their operations at the work site.
- The contractor shall ensure frequent pick-up of all refuse, scrap materials and debris that result from their operations so that the work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. At completion of work the contractor shall remove all work materials, tools, equipment, and surplus materials from the work site and leave project in ready-to-use condition.
- The normal working hours for the District are between 8:00 a.m. to 4:00 p.m. Monday through Friday. Projects will be mutually scheduled as required by the District. Such scheduling may include off hours, weekends and holidays.
- The awarded contractors may charge for up to one hour of travel time to respond to a work request. This shall be identified as travel time on the contractor's invoice.
- Contractor(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, religion, sex or age with regard to but limited to the following: employment practices, rates of pay or other compensation methods and training selection.

- The District reserves the right to perform, or cause to be performed, the services herein described in any matter it sees fit, including, but not limited to, award of other contracts, utilization of existing State or County contracts, or to perform the work with its own employees.
- The awarded contractor shall take all reasonable precautions for safety and shall provide all reasonable protection to prevent damage, injury or loss to persons and employees of the District. The awarded contractor shall comply with all Occupational Safety and Health Administration (OSHA) regulations, as they relate to, and are applicable to the performance of the work of this contract.
- In any emergency affecting the safety of persons and property, the awarded contractor shall act immediately to prevent threatened damage, injury or loss. Any emergency must be reported to an authorized District representative immediately and no later than twenty-four (24) hours from the time that the emergency is discovered by the contractor.

**C. Qualifications of Contractor’s Staff**

The District is keenly interested in the level and type of repair and maintenance service experience of the contractor and those persons who will be assigned to work with and represent the Board. Brief resumes and listing of school district or governmental contacts to attest to their experience is expected. The Board reserves the right to reject staff that they feel does not have appropriate experience or qualifications to provide the desired heating and air conditioning services.

**D. Qualifications and experience of the Contractor**

Contractors submitting proposals should be of the sufficient size to ensure timeliness, stability and responsiveness during the year. Contractors submitting proposals shall provide information about their size as well as their school district and local government experience.

<b>E. <u>Evaluation Criterion</u></b>	<b><u>Assigned Points</u></b>	<b><u>Score</u></b>
Criterion 1: Qualifications of the Firm	+ 0-20	
Criterion 2: Qualifications of the Personnel proposed to do the work	+ 0-20	
Criterion 3: Cost Proposal		
Labor per hour cost	+ 0-15	
Materials markup %	+ 0-15	
Criterion 4: Location of Vendor in relation to the District	+ 0-15	
Criterion 5: Previous Experience with the District	+ 0-15	

## Requirements for Proposals and Description of the Process

1. Response Submission:

All proposals must be received by the Assistant Superintendent no later than Thursday, February 9, 2012.

2. Mailing or delivery Instructions:

-Proposals may be sent by mail to:

Mr. Bill Federice  
Assistant Superintendent  
Greenburgh North Castle UFSD  
71 Broadway  
Dobbs Ferry, NY 10522

**The sealed envelope shall be labeled:  
“Proposal for Maintenance of District Elevators”**

3. Ownership of Proposals:

All proposals and accompanying documents become the property of the District. The District shall not divulge any information presented to anyone outside the District without the written approval of the firm unless legally required.

4. Board of Education Process:

The Board reserves the right to accept or reject any or all proposals or any part of proposals.

February 9, 2012 until 11:00 am, proposals are received and prepared for distribution to the Board of Education. All proposals will be opened, and read aloud, at the time stated above by the Purchasing Agent or representative. Persons submitting proposals may attend and may examine the proposals received at the time and place of proposal opening. No discussion of the proposals will be permitted at that time.

All proposals shall be irrevocable for a period of thirty (30) days from the date of the proposal opening. The only alterations, which will be allowed in a proposal after the opening, are those that which may be caused by rate changes or similar circumstances beyond the control of the agent submitting a proposal. Such alterations must be made in writing.

All bids shall be complete and prepared in accordance with the attached instructions and specifications, to receive consideration. Do not submit incomplete proposals except where specifically requested or permitted. Any alternate proposal should be clearly marked as such.

If vendor awarded this bid has also been awarded a NYS OGS contract for Heating and Air Conditioning Supplies, all items under the NYS OGS award will be provided at the lower price set under NYS OGS contract award or bid price.

**F. Insurance and Indemnification:**

The contractor agrees to indemnify and save harmless the school District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the contractor, its agents, employees, or representatives, or are arising from any contractor furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the school District. The contractor will carry comprehensive general liability insurance including contractual and product liability coverage, with minimum limits acceptable to the school District. The contractor will, at the request of the school District, supply certificates evidencing such coverage.

**1. Inquiries**

All inquiries concerning this request for proposal should be directed to:

Mr. Bill Federice  
Assistant Superintendent  
Greenburgh North Castle UFSD  
71 Broadway  
Dobbs Ferry, NY 10522  
(914) 693-3030  
FAX (914) 478-6219  
[bfederice@sc1881.org](mailto:bfederice@sc1881.org)

BID PROPOSAL CERTIFICATIONS

Firm Name.....

Business Address.....

Telephone Number..... Date of Bid.....

I. General Bid Certification

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

II. Non-Collusive Bidding Certification

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

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

"(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 or 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 to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature (Authorized).....

Title.....

Greenburgh North Castle UFSD

ELEVATOR MAINTENANCE FOR  
KENNETH CLARK ACADEMY  
71 BROADWAY  
DOBBS FERRY, NEW YORK 10522 AND  
THE KAPLAN CAREER ACADEMY  
623 BLOOMING GROVE TURNPIKE  
NEW WINDSOR, NY 12553

PROPOSAL

Journeyman	\$ _____ per hour
Apprentice	\$ _____ per hour
Percentage of Make Up on Material	\$ _____ %

AUTHORIZED SIGNATURE \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE \_\_\_\_\_

All invitations to bid issued by the above named school district will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the school district.

## DEFINITIONS

<b>"School district"</b>	Shall be the legal designation of the district.
<b>"Notice to bidders"</b>	A formal statement which, when issued by the school district, constitutes an invitation to bid on the materials, supplies and equipment described by the specifications.
<b>"Board"</b>	The board of education of the school district.
<b>"Bid"</b>	An offer to furnish materials, supplies, and/or equipment in accordance with the invitation to bid, the general conditions, special instructions, and the specifications.
<b>"Bid offer"</b>	The form on which the bidder submits the bid.
<b>"Bidder"</b>	Any individual, company, or corporation submitting a bid.
<b>"Contract"</b>	A notice to the successful bidder by the issuance of a purchase order; also, all documents relating to the transaction including, but not limited to, the bid offer of the successful bidder, notice to bidders, general information, general conditions, special instructions, specifications, notice of award, bid proposal certifications; also, a formal document signed by the successful bidder and the school district representative.
<b>"Successful bidder"</b>	Any bidder to whom an award is made by the school district.
<b>"Contractor"</b>	Any bidder to whom a contract award is made by the board of education.
<b>"Specification"</b>	Description of materials, supplies and/or equipment and the number/amount requested and the conditions for its purchase.

## BIDS

1. The date, time, and place of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on bid offer forms and in accordance with instructions provided by the board.
3. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

4. All information that is required by Notice to Bidders, General Conditions, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.
5. The non-collusive bidding certification must be included with each bid as required by General Municipal Law, Section 103 d.
6. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the service, supplies, materials, or equipment required and a representation that the bidder can furnish the service, supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
7. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in bid for this purpose.
8. Prices and information required should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
9. Sales to school districts are not affected by any fair trade agreements. (General Business Law, Sec. 369 a, sub. 3).
10. No charge will be allowed for Federal, State, or municipal sales and excise taxes since the school district is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax.
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. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.
12. Bids on equipment must be on standard new equipment, of latest model and in current production, unless otherwise specified.
13. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.
14. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise bid for the group may be rejected.
15. 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.
16. Bidder must insert the price per unit and the extensions against each item in his 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.
17. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the instructions to bidders. 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.
18. All bids must be sealed. They must be submitted in envelopes furnished by the school district, if any. Otherwise, plain, opaque envelopes may be used, clearly marked "BID." Also the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Bids must not be attached to or enclosed in packages containing bid samples. Telephoned quotations or amendments will not be accepted at any time.

19. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the school district, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the school district in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.

20. If the supplies, materials, or equipment are to be delivered over an extended period of time, or if the specifications so state, then the successful bidder may be required to execute an agreement in relation to the performance of his contract, such agreement to be executed by the bidder within 15 days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The Surety Company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the school district. The successful bidder shall execute the performance bond at the time of the execution of the contract by the successful bidder and the board.

#### SAMPLES

21. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.

22. The school district reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments is made. If the sample is not in accordance with the requirements of the specification, the school district may reject the bid; or, if award has been made, cancel the contract at the expense of the successful bidder.

23. 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 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 school district will not be responsible for any samples destroyed or mutilated by examination or testing. The bidder at his expense shall remove samples. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the school district shall have the right to dispose of them as its own property.

24. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in the school district. Failure on the part of the bidder to examine sample shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

#### AWARD

25. Awards will be made to the lowest responsible bidder, 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. The school district reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part to waive technical defects, qualifications, irregularities, and omissions, if in its judgment the best interests of the district will be served. Also reserved is the right to reject bids and to purchase items on State or county contracts if such items can be obtained on the same terms, conditions, specifications, and at a lower price.

27. The school district reserves the right to make awards within sixty (60) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.

28. Where a bidder is requested to submit a bid on a total sum or sums, the right is reserved to award contracts on total sum or sums, whichever is in the best interests of the school district.

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

## CONTRACT

30. Each bid will be received with the understanding that the acceptance thereof in writing by the board, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the school district. Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. Contract shall bind the school district on its part to order from such successful bidder and to pay for at the contract prices, all items ordered and delivered, within ten (10) percent over or under the award quantity, unless otherwise specified.

31. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.

32. If the successful bidder fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by the school district, or fails to make replacement of rejected articles, when so requested immediately or as directed by the school district, the school district may purchase from other sources to take the place of the item rejected or not delivered. The school district reserves the right to authorize immediate purchase from other sources against item rejections or not delivered on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the school district promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

33. A contract may be canceled at the successful bidder's expense upon nonperformance of contract.

34. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.

35. When materials, equipment, or supplies are rejected, the successful bidder from the premises of the school district must remove them within ten (10) days of notification.

Rejected items left longer than ten (10) days will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property.

36. No items are to be shipped or delivered until receipt of an official purchase order from the school district.

37. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of the school district.

### **INSTALLATION OF EQUIPMENT**

38. 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 and order. Old materials are the property of the successful bidder unless otherwise specified.

39. Equipment, supplies, and materials shall be stored at the site, only on the approval of the school district 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.

40. Work shall be progressed so as to cause the least inconvenience to the school district and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.

41. 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.

42. 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 listed for new equipment, unless otherwise specified.

### **GUARANTEES BY THE SUCCESSFUL BIDDER**

43. The successful bidder guarantees:

- His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
- To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
- To carry adequate insurance to protect the school district from loss in case of accident, fire, theft, etc.
- That all deliveries will be equal to the accepted bid sample.
- That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one-year from date of delivery. If during this period

such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the school district.

Any merchandise provided under the contract, which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the school district.

### **DELIVERY**

44. 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 school district as to reasonable compliance with delivery term shall be final.

45. The school district will not accept any deliveries on Saturday, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.

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

47. The successful bidder shall be responsible for the delivery of items in good condition. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition.

48. 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 agent for the school district. The successful bidder will be required to furnish proof of delivery in every instance.

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

50. 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

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.

### **PAYMENTS**

51. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.

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

53. Payments of any claim shall not preclude the school district from making claim for adjustment on any item found not to have been in accordance with the contract specifications.

#### **SAVING CLAUSE**

54. 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, fire, 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.