

**CLINTON CENTRAL SCHOOL DISTRICT
REPLACEMENT OF FITNESS EQUIPMENT**

BIDS TO BE OPENED:

Time: 11:00 a.m.
Day: Friday
Date: April 12
, 2019
Place: Clinton Central School District
Business Office
75 Chenango Avenue
Clinton, NY 13323-1395
Attn: Joseph Barretta

No proposals will be accepted after this time.

SUBMIT BID TO:

Clinton Central School District
Business Office
75 Chenango Avenue
Clinton, NY 13323-1395
Attn: Joseph Barretta

Signed Bid Proposal Certification must be enclosed with bid.

PLEASE NOTE:

The Board reserves the right to reject any or all bids. The Board reserves the right to increase or decrease the quantities, in which case the unit price shall govern. The Board reserves the right to accept the total or to award by groups in which case separate contracts will be executed. Estimates and actual orders may vary.

BID PROPOSAL CERTIFICATION

Firm Name: _____

Business Address: _____

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 proposal 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.

1. (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 or proposed or pending publications 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.

III. Debarment and Suspension Certification

To ensure that a school authority does not enter into a contract with a debarred or suspended company or individual, each school authority must require that each responsive bidder include a certification statement with each bid on each contract. By signing the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency. It is the responsibility of each bidder to sign the certification statement and submit it with any bid.

A school authority may rely upon the certification statement submitted by a bidder unless school authority personnel know that the certification is in error. In such cases, the school authority should contact the State agency for confirmation of the bidder's status relative to debarment and suspension.

Authorized Signature

Title

Bid Date

BID FORM
(please print legibly)

COMPANY NAME: _____

NAME OF BIDDER: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

AUTHORIZED SIGNATURE: _____

The undersigned declares that _____ carefully examined the Notice to Bidders, General and Special Instructions, Bid Proposal Certification, Bid Form and Detailed Specifications and will furnish the supplies, materials, or equipment in compliance with such specifications for the price(s) set forth in this Bid Offer.

The full names and residences of all persons interested in this bid as principals are as follows:

- 1.) _____
- 2.) _____
- 3.) _____
- 4.) _____

Date: _____

Firm: _____

Address: _____

Phone: _____

Fax: _____

Email Address: _____ Website Address: _____

Name: _____

Bid prepared by

(Contact person for bid inquires)

REFERENCE SHEET

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. CLINTON 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 as specified in the General Conditions of the Contract.

1) Reference Name: _____
Address: _____

Telephone: _____ Contact Person: _____
Contract Date: _____

2) Reference Name: _____
Address: _____

Telephone: _____ Contact Person: _____
Contract Date: _____

3) Reference Name: _____
Address: _____

Telephone: _____ Contact Person: _____
Contract Date: _____

Bidder Name _____

NON-BIDDERS RESPONSE

BID _____

Clinton Central School District is interested in the reasons why prospective bidders fail to submit bids, and in maintaining our bid lists up to date. Failure to submit a bid, or to reply as to reason for not bidding, may result in removal of your firm from our bidders list. If you are **NOT** submitting a bid in this proposal, please indicate the reason(s) by checking off one or more of the items below and return the form to us.

We are not interested in bidding for reasons indicated below:

- 1. Unable to bid at this time, but would like to receive future bid proposals.
Date available for bidding: _____
- 2. Items or material not manufactured distributed stocked furnished.
- 3. Materials or items we have to offer do not fully meet all the requirement of standards specified.
- 4. Multiplicity of delivery points.
- 5. Delivery quantities too small.
- 6. We cannot meet the time of delivery of items or materials specified.
- 7. Insufficient time allowed for preparation and submission of bid.
- 8. Other reasons _____

You may remove our name from the bid list for:

- This commodity group
- This commodity class
- This item or materials
- All bids

Firm Name

Address

Authorized Signature

Date

NOTICE TO BIDDERS

Clinton Central School District (in accordance with Section 103 of Article 5-A of the General Municipal Law), hereby invite the submission of sealed bids for the following:

Fitness Equipment Replacement

Bids will be received until Friday, April 12, 2019 at 11:00 a.m. by:

Clinton Central School District
Business Office
75 Chenango Avenue
Clinton, NY 13323-1395
Attn: Joseph Barretta

Bids will be publicly opened at this time. Specifications and bid forms, including notices to bidders, general conditions, special instructions, bid proposal certifications, bid form and detailed specifications may be obtained from the same office. Contractors are requested to carefully review the Instructions to Bidders contained therein.

CLINTON CENTRAL SCHOOL DISTRICT IS NOT RESPONSIBLE FOR BIDS OPENED PRIOR TO THE BID OPENING IF BID TITLE AND OPENING DATE DO NOT APPEAR ON THE ENVELOPE. BIDS OPENED PRIOR TO THE DATE AND INDICATED TIME ARE INVALID.

THE BIDDER ASSUMES THE RISK OF ANY DELAY IN THE MAIL OR IN THE HANDLING OF THE MAIL BY EMPLOYEES OF CLINTON CENTRAL SCHOOL DISTRICT, AS WELL AS IMPROPER HAND DELIVERY.

Please refer to Instructions to Bidders for details. Clinton Central School District reserves the right to waive any informalities in the bids, or to reject all bids, or to accept any bid which in the opinion of the Board will be to their best interest.

The bids will be analyzed by the District which reserves the right to recommend acceptance of each bid by item, as a group, or as a whole, or in its discretion to reject all bids and to re-advertise. Bids opened and read shall remain irrevocable for a period of sixty days. The award of contracts, if at all, shall be made as soon as practicable after the bid opening.

GENERAL CONDITIONS OF THE CONTRACT

The "Special Instructions to Bidders and General Conditions" describes the conditions and specifications which must be met by any person or firm receiving an award as a result of this bid. All bidders must be prepared to comply with the instructions, conditions, stipulations, specifications, and regulations set forth in all bid specifications and any addenda issued prior to the opening of bids.

The purpose of this bid is to establish a unit price basis for purchase, lease, and/or services rendered by Clinton Central School District for the period specified.

All proposals issued will bind bidders and contractors to the instructions and conditions set forth in these instructions to bidders and general conditions of the contract, and shall form an integral part of each purchase contract awarded.

DEFINITIONS

BIDDER: Any company, individual, or corporation, bidding on proposals issued by Clinton Central School District.

BID: an offer to furnish materials, supplies and/or equipment in accordance with the invitation to bid, the general conditions and the specifications.

BOARD: The Boards of Education for Clinton Central School District.

CONTRACTOR/VENDOR: Any bidder to whom the award is made.

SERVICE: Fitness Center Equipment.

SPECIFICATION: Description of contract work to be done.

SUCCESSFUL BIDDER: Any bidder to whom an award is made by Clinton Central School District.

A. PROPOSALS AND BIDS

1. Sealed bids will be received, and opened publicly at Clinton Central School District Business Office. **Clinton Central School District will not disclose any bid results until the bid has been awarded.** Bidders may contact the Business Office in writing for a bid summary sheet upon award for official results.
2. The date and time of the bid opening will be shown on the proposals and bid notices.
3. Bids must be enclosed in sealed envelopes plainly marked with the **BID TITLE, DUE DATE AND TIME CLEARLY INDICATED ON THE OUTSIDE OF THE ENVELOPE.** If the bidder chooses to submit a bid through courier service, the external envelope must also be clearly marked in this manner, i.e.:

Replacement of Fitness Equipment April 12, 2019 at 11:00 a.m.

4. Prices, discounts and information required by proposal, except signature of bidder, should be typewritten for legibility. Bids submitted in pencil will be rejected. The District may interpret or reject illegible or vague bids written in ink. Facsimile, printed or typewritten signatures are not acceptable.

5. The bidder must insert the price per unit of measure for each item as specified, and the price extension of each item in his bid, if required. In the event of discrepancy between the unit price and the extension, the unit price will govern. Prices must be extended in decimals, not fractions.
6. Quantities or dollar amounts are the estimated needs of Clinton Central School District.
7. Bidders are cautioned to verify their bids before submission; as bids, amendments to bids, requests for withdrawal of bids submitted and received after the time specified for the bid opening may not be considered.
8. No bid shall be entertained unless properly completed on the bid forms provided by the Board.
9. Bids received late will not be considered and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Clinton Central School District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time to the Business Office. **No verbal, faxed, e-mailed or telephone bids will be considered.**
10. Prices bid must include delivery inside the individual school building(s).
11. Where a brand name is specified, it shall mean that proprietary product, or approved equal. If item bid on is not the particular brand name product, bidder shall state the brand name being offered as an approved equal. Alternates must be of equal or superior quality.
12. Quantities listed are approximate. Bidder agrees to supply greater or lesser quantities at the same unit price or discount unless stated to the contrary in the bid. The successful bidder agrees to maintain the prices for the contract period indicated.
13. Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise stated.
14. The District reserves the right to recommend acceptance of this bid by items, by group, as a whole, or in its discretion to recommend the rejection of all bids and re-advertise in the same manner provided by SECTION 103 of the GENERAL MUNICIPAL LAW. Notwithstanding any provision herein to the contrary, the District reserves the right to waive minor deviations in the bidding documents.
15. Prices are to be quoted per the particular unit of measure specified for each item. If a price is submitted per a different unit of measure, it may not be considered for award.
16. If a specific awarded item needs a specific dispenser in order to be used, dispensers are to be provided at no charge. Request for dispensers will be on an individual needs basis.
17. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the work to be done.
18. Under penalty of perjury, the bidder certifies that:
 - a) The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for bids and,
 - b) The contents of the bid have not been communicated by the bidder, nor to its best knowledge and belief, by any of its employees or agents to any person not an employee or agent of the bidder, or its surety, on any bond furnished herewith prior to the official opening of the bid.
19. **No interpretation of the meaning of the bid specifications or other contract document will be made to any bidder orally.** Every request for

such interpretation should be in writing, addressed to Joseph Barretta, 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 Clinton Central School District in the form of an addendum to the specifications. All addenda so issued shall become a part of the contract documents.

B. QUALIFICATIONS OF BIDDERS

1. To be considered for an award, a bid must comply in all material respects with all terms, conditions and provisions as listed in the bid plus all attachments and amendments. In order to arrive at an equitable evaluation of bids received, all bidders must stand on equal footing. Bidders who choose to enter qualifying statements or paragraphs contrary to the terms of this bid or Clinton Central School District policy are cautioned that their bid may be rejected as non-responsive.
2. The District reserves the right before recommending award, to make investigations as to whether or not the items, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specifications, and is ample and sufficient to insure the proper performance of the contract in the event of the award.
3. The bidder must be prepared, if requested by the District, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the commodity on which it is bidding. If, in the opinion of the Steering Committee, it is found that the conditions of the proposal and specifications are not complied with, or that the items proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, this committee may recommend rejection of such a bid.
4. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the District to make any investigations before awarding a contract. It is further understood that if such investigations are made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.
5. The bidder must be an established firm for a minimum of five years, and/or approved by the District, and must supply names and address of three references.
6. Each bidder is required to state in his bid the names and places of residence, of any and all persons interested in the bid, that the bid is made without any connection with any person making another bid for the same contract, and that it is in all respects fair and without collusion or fraud; also, that no member of Clinton Central School District, or any person in the employ of this Board is directly or indirectly interested in the bid, or in the materials, supplies, or the work to which it relates, or in any other portion of the profits thereof.

C. SCOPE OF SPECIFICATIONS

1. All sections of the contract documents attached hereto, or indicated to be included in the Specifications are to be an integral part of these and all specifications and contracts, and their provisions shall govern the performance and execution of the work to be done and/or services to be rendered under this contract.
2. Submission of bid by contractor will be construed as indication that he/she is

fully informed as to the extent and character of the work, labor, supplies and materials or equipment required, and can perform the work, furnish the supplies, materials and equipment satisfactorily to the full intent of the specifications without any extras. His/her bid shall include the furnishing of all labor, materials and equipment as required by the work to be done or the services to be rendered.

D. BID DEPOSITS - BID AND PERFORMANCE BONDS

1. When required, bid deposits, or bid performance bonds, will be expressly stated and set forth in the accompanying detailed specifications.

E. AWARD TO LOWEST RESPONSIBLE BIDDER

1. Each bid is received with the understanding that the acceptance thereof in writing to provide any or all of the items described therein must be first approved by the Board.
2. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or samples to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery. Awards will also be made in conformity with the requirements set forth in the detailed Specifications, the Instructions to Bidders, and the General and Special conditions of the contract.
3. Awarded vendor must meet all applicable Local, State and Federal Regulations.
4. The successful bidder is required to pay the Prevailing Wage Rates and the Prevailing Hourly Supplements pursuant to Section 220-A of the NYS Labor Law attached herein.
5. The Board(s) 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 Clinton Central School District. It also reserves the right to reject bids and to purchase items on State contract if such items can be obtained on the same terms, conditions, specifications, and at a lower price.
6. **The contract will be awarded based on the lowest responsible bidder. Failure to bid on all services required will exclude the bidder from receiving an award.**
7. The Board(s) reserves the right to reject any or all bids and re-advertise for new bids, to waive any informalities therein, and to award contracts in its own best interest.

F. DISQUALIFICATION OF BIDDER

1. A bidder may be disqualified from receiving awards if such bidder, or any one in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

G. AWARD WITHIN 60 DAYS FROM BID OPENING

1. The District reserves the right to make recommendations for awards within sixty (60) days after the date of the bid opening, during which period bids shall not be withdrawn.

H. CONTRACT NOT TO BE ASSIGNED

1. It is mutually understood and agreed that the contractor shall not assign,

transfer, convey, sublet, or otherwise dispose of the contract, of his right, title, or interest therein, or his power to execute such contract to any other person, company or corporation.

I. EXEMPTION FROM TAXES

1. No charge will be allowed for federal, state or municipal sales and excise taxes, from which school districts are exempt. The price stated in the bid shall be net and shall not include the amount of any such tax.
2. In addition to the purchase orders themselves, exemption certificates, if requested, will be furnished on forms provided by the bidder.
3. Exemption numbers are not required since Clinton Central School District is a government entity, and not assigned a number.

J. FAILURE TO PERFORM CONTRACT

1. In the event that the contractor fails to perform and/or is in violation of any of the provisions as set forth in these contract documents, Clinton Central School District may serve written notice to the contractor and his/her surety. Written notice shall list all violations and/or failure of the contractor to perform the works as described herein. The evaluation of the contractor's performance in meeting the standards of the work described herein shall be the function and the responsibility of the District's designee.
2. The contractor will be considered in default when he/she has failed to correct any violations within ten (10) days. Upon failure of the contractor to deliver within ten (10) days, or failure to make immediate replacement of rejected commodities when so requested, Clinton Central School District may purchase from other sources to replace the commodity rejected or not delivered. On all such purchases the contractor agrees to reimburse the school district promptly for costs in excess of the contract cost. Should the cost be less than the contractor costs; the contractor shall have no claim of the difference. Such purchases may be deducted from contract quantity by the District.

K. DELIVERY

1. Delivery must be made as ordered and in accordance with the terms of the contract. Unless otherwise specified, delivery shall be made by the contractor, within 8 days of receipt of orders, time being of the essence.
2. Any extension of time of delivery must be requested in writing by the contractor and approved in writing by Clinton Central School District.
3. Commodities shall be properly marked in accordance with purchase order instructions, and securely packed for shipment, storage, and stocking, in new shipment containers and without extra cost for packing slips, packing cases, bailing or sacks. The container shall remain the property of Clinton Central School District unless otherwise specifically agreed to in the contract.
4. Delivery of damaged or unspecified items will be rejected or paid for on an adjusted price basis, as mutually determined by Clinton Central School District and the contractor (also includes concealed damages).
5. Invoice and direct delivery of the item ordered will be required to individual schools, at a point within the building as directed at the place of delivery specified on the purchase order. The contractor will be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets on the receiving platform as directed by the receiving clerk. No help for unloading will be provided by the respective school district. Suppliers should

- notify their truckers accordingly.
6. Deliveries shall be made between the hours of 9:00 a.m. and 2:00 p.m. on regular school days, Monday through Friday or as requested by Clinton Central School District. Signatures are required for all deliveries as proof of delivery. The District reserves the right to refuse payment of any invoice in the absence of proof of delivery.

L. INSTALLATION OF EQUIPMENT

1. 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 work area cleaned and in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.
2. Equipment, supplies and materials shall be stored at the site only on the approval of Clinton Central 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.
3. Work shall be progressed so as to cause the least inconvenience to Clinton Central School District and with proper consideration for the rights of other successful bidders or workmen. The successful bidder for each district shall keep in communication with the District's representative and install his work promptly.
4. 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.

M. REPAIR TO ANY DAMAGE

1. The successful bidder guarantees 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.

N. MISCELLANEOUS

1. These instructions are to be considered an integral part of all proposals and bids.
2. Bid forms include Bid Proposal Certification, Bid Form, Reference Sheet, non-Bidders Response Form, Notice to Bidders, General Conditions of the Contract, Special Instructions to Bidders, Insurance Requirements and Iran Divestment Act

O. CONTRACT

1. The successful bidder agrees to maintain the prices for the contract period indicated. **All prices indicated on bid response forms should reflect an annual fixed price.**
2. After award, the successful contractor(s) shall be given written notice to proceed and shall provide supplies, materials, equipment, and/or services for the period of the contract. A separate written contract will be provided by Clinton Central School District upon award of this bid. The placing in the mail of written notice, Purchase Order, or contract to the successful bidder, to the address given in his bid, will be sufficient notice of acceptance.
3. The 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. The contract shall bind Clinton Central School District to order from such successful bidder

- (except in the case of emergency) and to pay at the contract prices.
4. The bid period may be extended up to a comparable contract period and terms upon agreement in writing from Clinton Central School District. The awarded vendor will be notified of a contract extension in writing.
 5. All orders and purchase dates are subject to the passage of the annual school budget.
 6. Clinton Central School District reserves the right, if deemed in the best interest of the District, to cancel the contract or any part of it, at any time during term by written thirty-day notice mailed to the vendor.
 7. **Invoices, referencing the PO#, must be sent to each participating school district by the 10th day of each month.** No partial payments will be paid except when determined that this practice will be in the best interest of Clinton Central School District, and upon mutual agreement of contractor and the District. All invoices shall contain the following information:
 - Name of contractor
 - Addresses where services were performed
 - Description of services performed
 - Date of services performed
 8. A contract may be cancelled at the successful bidder's expense upon non-performance of contract.
 9. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals.

P. ADDITIONAL BIDS

1. Clinton Central School District reserves the right for unanticipated additional requirements of extraordinary quantities of particular items or services, to call for new bids, whenever, in the opinion of the Purchasing Agent, it is in the best interest of the District to do so.

Q. RESPONSIBILITY

1. The contractor shall be held responsible for any damage to property, or for the injury to life or limb due to or caused by his/her work, workers, or the work of his/her subcontractors or their workers, or which may be caused by the use of improper or unsound materials, which may occur during the process of his/her work.

R. CONTRACTOR'S INSURANCE

1. Copies of the Contractor's certificates of insurance shall be submitted to the District five (5) days prior to starting any site work. Contractor acknowledges that failure to obtain such insurance on behalf of District constitutes a material breach of contract and subjects it to liability for damage indemnification and all other legal remedies available to the district.
2. Contractor must provide thirty (30) days written notice of any cancellation.
3. The Contractor agrees:
 - a) Except of the amount, if any, of damage contributed to, caused by, or resulting from the negligence of Clinton Central School District, the vendor agrees to indemnify and Clinton Central School District, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or losses arising directly or indirectly out of the performance or failure to perform hereunder by the vendor or third parties under the direction or control of the vendor.

- b) To provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all others costs and expenses thereto.
4. This agreement is limited only the applicable provisions of the New York State General Obligations Law or other applicable statutes limit this agreement.

S. INSURANCES

Prior to commencing work, the vendor shall obtain, at its own cost and expense, the following insurance by insurance companies licensed in the State of New York with a rating of A or A+ and shall provide evidence of such insurance to the DISTRICT. The policies or certificates thereof shall provide that thirty days (30) prior to cancellation or material change in the policy, notices of same shall be given to the DISTRICT by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the vendor and identify the agreement. The policy shall state that the organization's coverage shall be primary coverage for the Clinton Central School District, its Board, employees, and volunteers. Clinton Central School District shall be listed as an additional insured by using endorsement CG 2026 or broader. This certificate must state that this endorsement is being used. A copy of the endorsement shall be included with the certificate of insurance.

1. GENERAL LIABILITY: The contractor and all subcontractors shall procure, pay for and maintain such insurance as, in the opinion of the Clinton Central School District will indemnify and save harmless the District of and from any and all liability for damages for injury to the person or property of another, and against and from all suits and actions and all costs and damages to which the district may be put, for or on account of, any injury or alleged injury to the person or property of another resulting from the performance of the work, whether said performance to be made by contractor or by the subcontractor, or any one directly or indirectly employed by either of them, or from failure to protect and guard the same. The amounts of such insurance shall not be less than \$1,000,000 per occurrence combined single limit bodily injury and property damage, aggregate \$2,000,000. The Certificate of Insurance shall indicate the following:
 - a. Premises – Operations
 - b. Broad Form Contractual
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. WORKER'S COMPENSATION: Statutory insurance in compliance with the compensation Law of the State of New York. The contractor shall procure, pay for and maintain such insurance as will protect Clinton Central School District and the contractor from claims under Worker's Compensation Acts and Amendments thereto and from any other claims for damages for personal injury, including death, which may arise from operations under this contract, whether such operation be by the contractor or by any subcontractor, or any other directly or indirectly employed by either of them (limits to be in accordance with the Statutory Requirements). The contractor shall secure compensation for the benefit of, and keep in compliance with the provisions of the Worker's Compensation Acts and Amendments.
3. PROPERTY DAMAGE: The contractor shall procure, pay for and maintain

such insurance as will protect Clinton Central School District and the contractor against damage to the property of others. This property damage coverage shall include those portions of the district's property not under the care and custody of the contractor. Insurance limits shall be as described under General Liability above.

The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.

Consultant acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract. The consultant is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the district to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the district.

All policies and certificates of Insurance shall be approved by the district at least ten (10) working days prior to the inception of any work.

The following Indemnification Agreement shall be and is hereby, a provision of the agreement and shall be endorsed on the reverse side of all Certificates of Insurance.

The Contractor agrees:

- a) Except of the amount, if any, of damage contributed to, caused by, or resulting from the negligence of Clinton Central School District, the vendor agrees to indemnify and hold harmless the district, its officers, employees and agents from and against any and all liability, damage, claims, applicable deductibles, demands, costs, judgements, fees, attorneys' fees or losses arising directly or indirectly out of the performance or failure to perform hereunder by the vendor or third parties under the direction or control of the vendor.
- b) To provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all others costs and expenses thereto.

This agreement is limited only by the applicable provisions of the New York State General Obligations Law or other applicable statutes of New York State Law.

T. EMPLOYEES

1. The Contractor shall at all times enforce strict discipline and good order among his/her employees and shall not employ on the job any unfit person or anyone not skilled in the work covered by this contract. Employees are to cooperate with all interested parties in such a matter as not to interfere with or delay in any way the operation of the facility. The consumption of and/or participation in drug related activities within the school building and/or anywhere else on the school property is prohibited.

U. PERMITS, LAWS, AND REGULATIONS

1. The Contractor shall comply with all laws, ordinances, and rules and regulations which may govern the work as specified in this contract.

2. The Contractor shall secure and pay for any and all registrations, permits and licenses necessary for the execution of the scope of work included in this bid.
3. This agreement is limited. Applicable provisions of the New York State General Obligations Law or other applicable statutes limit this agreement.
4. Bidder must show written documentation on dumpster letterhead that dumpster is licensed and bidder has approval for dumping waste trash at site. The district representative(s) may from time to time visit the dumpster for the purpose of auditing the solid waste material.
5. That no member of the Board(s) or any officer or employee or person whose salary is payable in whole or in part from the treasury of said Board is directly or indirectly interested in this bid or services to which it relates, or in any portion of the profits thereof.

V. PERSONNEL IDENTIFICATION

1. All personnel must carry on their person Picture Identification i.e. Employee Identification badge, valid Driver's License, etc. while on district's property and promptly show Identification when requested by any employee of that location. The Board reserves the right to reject and bar from the facility any employee hired by the Contractor for good and sufficient reason in the sole discretion of the Board.

W. HEADINGS

1. The headings or captions contained in these documents are for convenience only and may not be used to define, limit or describe the scope or application of any of the provisions or sections herein.

SPECIAL INSTRUCTIONS TO BIDDERS

1. The purpose of this bid is to establish a price for Replacement of Fitness Equipment.
2. Bids must be submitted in the following format:
 - a) Bid Proposal Certification
 - b) Bid Form
 - c) Reference Sheet
 - d) Iran Divestment Act
 - e) Pricing Schedule For Equipment
3. Bids are requested on a lump sum basis whereby if a vendor is going to bid, they must bid on and provide prices for all units given and every year of the entire bid; otherwise the bid will be rejected.
4. All successful bidders are to comply with the laws and regulations of Oneida County, as applicable, in addition to all applicable state and federal laws and regulations.
5. Bids will be accepted from reliable vendors who have been engaged in similar service for a minimum of five (5) years.
6. Prior to submitting a bid, bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment.
7. Pricing Schedule – Proposer shall submit a detailed cost proposal (by piece of equipment), to include all aspects of providing for the scope of work included in this document. The pricing proposal should include any of the items listed below that the proposer is able to provide.
 - a) Six (6) Treadmills
 - 22" Belt (wide)
 - 60" Belt (length)
 - Tread Belt – two to four ply
 - Motor – 4.25 continuous horse power (CHP)
 - Metal Rollers – diameter 2.5"
 - Track Speed - at least 10 mph
 - Automated Incline (20%)
 - Auto-stop safety feature
 - b) Two (2) Elliptical Trainers
 - 20" – 24" stride
 - 8" – 13" step over height
 - Incline: 10% - 40%
 - At least 20 levels of resistance/programs
 - No slip pedals
 - c) Two (2) Upright Cycles
 - At least 20 levels of resistance
 - Adjustable seat
 - Wide pedals with adjustable straps

- At least 20 levels of resistance/programs
- d) Two (2) Recumbent Cycles
- Wide pedals with adjustable straps
 - Side handlebars
 - Seat – Height Adjustable
 - At least 20 levels of resistance/programs

Proposer shall provide an itemized pricing schedule that includes the following costs: installation, training and on site assistance. All equipment must include console technology that includes a touchscreen display (web enabled), blue tooth enabled technology, ethernet, wifi connectivity and headphone jack. Equipment must be compatible with a workout tracking app (ex. IFit Google Maps, YouTube) and deliver television content over Internet Protocol (IP) network.

Proposer must include a statement regarding provision of three years of repairs and preventative maintenance at no cost from the date of installation.

8. All equipment must be delivered, installed and supported by manufacturer or by a local dealer/designee. Manufacturer, or designee, must have a technician on site during install who is appropriately certified by the manufacturer to install equipment.
9. The successful bidder guarantees to furnish the District with adequate protection from damage for all work and to repair damages of any kind for which they or their workers are responsible, to the building or equipment, to his/her own work, or to the work of others.
10. An explanation of the service support process. Part and Warranty:

Treadmills: Frame and Motor - lifetime guarantee, Parts and Labor – three years

Elliptical: Frame – lifetime guarantee, Parts and Labor – three years

Upright Cycles: Frame – lifetime guarantee, Parts and Labor – three years

Recumbent Cycles: Frame – lifetime guarantee, Parts and Labor – three years

Service support must respond within 48 business hours following service request, and must have broken equipment returned to a usable state within five business days of service request.

11. A plan to provide, after install, training and implementation of equipment by manufacture certified trainers, delivered through Web – based learning, visual presentations and in-person demonstrations.
12. Upon award, successful bidders must work with Clinton Central School District staff to provide a detailed layout and floor plan, confirming the fit of equipment to be provided.
13. The successful bidder also guarantees to carry adequate insurance to protect Clinton Central School District from loss in case of accident, fire, theft, etc.
14. All policies must contain a valid provision of endorsement providing that the insurer will, at least five (5) days prior to the termination or modification of any policy; notify the Board and the Director of Facilities of the Clinton Central School District and each awarded participating district by mail.
15. Reasonable precautions shall at all times be exercised for the safety of Clinton Central School

District students, vendors and employees on the work site (including all areas of the district). Applicable provisions of the Federal, State and Municipal Safety Laws and Building and Construction Codes shall be observed.

16. All coordination of billing, conditions and terms of contract, licenses, insurances and other such items are to be through the Business Office at Clinton Central School District unless otherwise requested.
17. The District shall have the right and option to terminate this contract upon the contractor making an assignment for the benefit of creditors, being adjudged as bankrupt, or filing a petition for corporate reorganization or to be adjudicated as bankrupt under any of the chapters of the Bankruptcy Act (including, but not limited to, Chapters X and XI).
18. In the event of a strike or other reason which causes interruption of services for more than 24 hours, the Board shall have the right to secure other installers as may be necessary and charge the cost of same to the account of the Contractor.
19. Any change of ownership, conduct or management, or transfer of a portion of the entire interest in the business of the Contractor/owner shall be sufficient basis for cancellation of the period remaining under the contract after the date of such a change in ownership or management as above described, at the discretion of the Board.
20. Termination of insurance policies during the period of services shall be deemed a breach of contract and shall have the effect of terminating said contract.
21. The successful bidder(s) who is awarded the contract(s) shall, if requested, consent to an audit of any and all financial records relating to the contract, as authorized by the NYS Department of Audit and Control. Successful bidder shall also submit cost factor forms, if requested by the NYS Education Department.
22. Any contractor who has not previously done business with the school district may be required to submit a financial statement by a certified public accountant and/or accounting firm.

INSURANCE REQUIREMENTS

The Contractor shall purchase, at their expense, and maintain during the life of the contract the following insurance. This insurance must be purchased from a NYS licensed best rated "A" or "A-" carrier. The specific school district and its Board, with the exception of Workers' Compensation and Employers Liability Insurance, shall be named as additional insured. A copy of the certificate shall be mailed to the District, with a provision that in the event the policies are either canceled or diminished, at least thirty (30) days prior written notice by certified mail, return receipt requested, thereof shall be given to the District. Any endorsements affecting coverage for additional insured's must be attached to the certificate. The contractor shall not commence work under this contract until they have obtained all insurance as required and such insurance has been approved by the District. The contractor shall require any subcontractors to provide all the requirements of this section before any work is to commence.

In addition, all subcontractors must carry statutory Workers' Compensation and Employers Liability Insurance for their employees.

- I. For All Coverages: any deductible or self-insured retention must be declared to and

approved by the District. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its Board of Education, Board officers, employees or volunteers.

- II. Commercial General Liability Insurance: "Occurrence form, including Premises-Operations, Products-Completed Operations, Contractual, Personal Injury, Owner-Contractor Protective and Fire damage Legal Liability. Coverage shall be in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate.
- III. Workers' Compensation and Employers Liability: Statutory Workers' Compensation and Employers Liability Insurance for all of his/her employees to be engaged in work under the contract and if such work is sublet, the contract shall require the subcontractor to maintain coverage for all of his/her employees.

STANDARD CONTRACT INSURANCE REQUIREMENTS FOR ALL CONTRACTS
INSURANCE

CONTRACTOR/VENDOR SHALL NOT COMMENCE WORK UNDER THIS CONTRACT UNTIL HE/SHE HAS OBTAINED ALL INSURANCE REQUIRED UNDER THE FOLLOWING PARAGRAPHS AND SUCH INSURANCE HAS BEEN APPROVED BY CLINTON CENTRAL SCHOOL DISTRICT.

WORKER'S COMPENSATION/DISABILITY INSURANCE:

CONTRACTOR/VENDOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THIS CONTRACT, WORKER'S COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE AND DISABILITY INSURANCE FOR ALL OF HIS/HER EMPLOYEE'S EMPLOYED AT THE SITE OF THE PROJECT OR PROVIDE COMPLETED WORKERS COMPENSATION BOARD FORM WC/DB-100 OR 101, WHICHEVER IS APPLICABLE (12-03)- **(FORM 100 IS AN AFFADAVIT FOR NEW YORK AND OUT-OF-STATE ENTITIES WITH NO EMPLOYEES, THAT NEW YORK STATE WORKERS' COMPENSATION AND/OR DISABILITY BENEFITS COVERAGE IS NOT REQUIRED; FORM 101 IS AN AFFADAVIT THAT AN OUT-OF-STATE ENTITY HAS NO EMPLOYEES WORKING IN NYS BUT THEY DO CARRY THEIR OWN WORKERS' COMPENSATION COVERAGE - A COPY OF A CERTIFICATE OF INSURANCE SHOWING THEIR WORKERS' COMPENSATION COVERAGE MUST BE ATTACHED TO FORM 101). EITHER FORM MUST BE NOTARIZED!!!!**

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/HER AND THE COUNTY 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/HERSELF 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 COUNTY, 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 \$500,000 (FIVE HUNDRED THOUSAND DOLLARS) FOR EACH OCCURRENCE AND IN AN AMOUNT NOT LESS THAN \$500,000 (FIVE HUNDRED THOUSAND DOLLARS) GENERAL AGGREGATE.

PROPERTY DAMAGE LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN \$500,000 (FIVE HUNDRED THOUSAND DOLLARS) FOR EACH OCCURRENCE AND IN AN AMOUNT OF NOT LESS THAN \$500,000 (FIVE HUNDRED THOUSAND DOLLARS) GENERAL AGGREGATE.

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
3. CLINTON CENTRAL SCHOOL DISTRICT 75 CHENANGO AVE, CLINTON, NY 13323 **SHALL BE ADDED TO THE COMMERCIAL GENERAL LIABILITY POLICY AS "ADDITIONAL INSURED".**

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 \$500,000 (FIVE HUNDRED THOUSAND DOLLARS).

OTHER CONDITIONS OF AUTOMOBILE LIABILITY INSURANCE:

COVERAGE SHALL INCLUDE: ALL OWNED VEHICLES, HIRED CAR AND NON-OWNERSHIP LIABILITY COVERAGE AND STATUTORY NO-FAULT COVERAGE

LESSEE'S INSURANCE

THE INSURANCE CERTIFICATE MUST CONTAIN THE FOLLOWING: CLINTON CENTRAL SCHOOL DISTRICT 75 CHENANGO AVE, CLINTON, NY 13323 **MUST BE LISTED AS "CERTIFICATE HOLDER."**

FOR AUTOMOBILE LIABILITY INSURANCE, THE LESSEE MUST SHOW EVIDENCE OF THE FOLLOWING AUTOMOBILE LIABILITY COVERAGE:

1. MINIMUM OF \$1,000,000 COMBINED SINGLE LIMIT
2. CLINTON CENTRAL SCHOOL DISTRICT 75 CHENANGO AVE, CLINTON, NY 13323 MUST BE NAMED AS "ADDITIONAL INSURED"
3. FOR PHYSICAL DAMAGE INSURANCE, THE LESSEE MUST SHOW EVIDENCE OF THE FOLLOWING PHYSICAL DAMAGE COVERAGE:
4. COMPREHENSIVE & COLLISION – MAXIMUM \$1,000.00 DEDUCTIBLE
5. CLINTON CENTRAL SCHOOL DISTRICT 75 CHENANGO AVE, CLINTON, NY 13323 MUST BE NAMED "LOSS PAYEE".

THE LESSEE'S INSURANCE REPLACES THE AUTOMOBILE LIABILITY INSURANCE SECTION IN CLINTON CENTRAL SCHOOL DISTRICT STANDARD CONTRACT INSURANCE REQUIREMENTS WHEN LEASING OUT A COUNTY VEHICLE. ALL OTHER STANDARD CONTRACT REQUIREMENTS REMAIN THE SAME.

MALPRACTICE INSURANCE (IE: PROFESSIONAL LIABILITY):

MALPRACTICE INSURANCE IN THE AMOUNT OF NO LESS THAN \$1,000,000 (ONE MILLION DOLLARS). IF THIS BOX **IS CHECKED**, MALPRACTICE INSURANCE **IS REQUIRED**.

ADDITIONAL CONDITIONS OF INSURANCE:

CONTRACTOR/VENDOR SHALL SUBMIT COPIES OF ANY OR ALL REQUIRED INSURANCE POLICIES AS AND WHEN REQUESTED BY CLINTON CENTRAL SCHOOL DISTRICT.

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 OF NON-RENEWAL SHALL BE DELIVERED TO THE COUNTY NO LESS THAN 10 DAYS PRIOR TO THE DATE AND TIME OF CANCELLATION OR NON-RENEWAL.

INDEMNIFICATION BY AGENCY:

THE AGENCY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE COUNTY AND ITS EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, LIENS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND OF CHARACTER, INCLUDING CLAIMS, LIENS, DEPTS, PERSONAL INJURIES, DEATH (INCLUDING CLAIMS OR LOSSES BY OR DEATH OF EMPLOYEES OF THE COUNTY OR THE AGENCY), OR DAMAGES TO PROPERTY (INCLUDING PROPERTY OF THE COUNTY OR THE AGENCY), AND WITHOUT LIMITATION BY ENUMERATION, ALL OTHER CLAIMS OR DEMANDS OF EVERY CHARACTER OCCURRING OR IN ANY WISE INCIDENT TO, IN CONNECTION WITH, OR ARISING, DIRECTLY OR INDIRECTLY, OUT OF THIS AGREEMENT, THE AGENCY AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR, AND DEFEND ANY SUCH CLAIMS, DEMANDS OR SUITS AT ITS SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COST AND EXPENSES RELATED THERETO, EVEN IF SUCH CLAIMS, DEMANDS OR SUITS ARE GROUNDLESS, FALSE OR FRAUDULENT.

CERTIFICATE OF INSURANCE:

THE CONTRACTOR/VENDOR SHALL FILE WITH CLINTON CENTRAL SCHOOL DISTRICT INSURANCE OFFICE **PRIOR TO COMMENCING WORK UNDER THIS CONTRACT**, A CERTIFICATE OF INSURANCE.

1. **CERTIFICATE OF INSURANCE SHALL INCLUDE:**
 - A. NAME AND ADDRESS OF INSURED
 - B. ISSUE DATE OF CERTIFICATE
 - C. INSURANCE COMPANY NAME
 - D. TYPE OF COVERAGE IN EFFECT
 - E. POLICY NUMBER
 - F. INCEPTION AND EXPIRATION DATES OF POLICIES INCLUDED ON CERTIFICATE.
 - G. LIMITS OF LIABILITY FOR ALL POLICIES INCLUDED ON CERTIFICATE.
 - H. **CERTIFICATE HOLDER SHALL BE CLINTON CENTRAL SCHOOL DISTRICT**
2. IF THE CONTRACTOR'S/VENDOR'S INSURANCE POLICIES SHOULD BE NON-RENEWED, CANCELLED OR EXPIRE DURING THE LIFE OF THE CONTACT, THE DISTRICT SHALL BE PROVIDED WITH A NEW CERTIFICATE INDICATING THE REPLACEMENT POLICY INFORMATION AS REQUESTED ABOVE. THIRTY DAYS (30) PRIOR WRITTEN NOTICE TO THE DISTRICT FOR CANCELLATION IS APPLICABLE.