

The Board of Education of the Cassadaga Valley Central School District hereby requests the submission of sealed bids for the following:

Bid #2021-22-01 for the purchase of a new **Fuel Management System** for the Cassadaga Valley Central School District as listed on bid.

Bids will be received until 11:00 A.M. on the 2nd day of August 2021, in the District Office, 5935 Route 60, Sinclairville, NY 14782, at which time all bids will be publicly opened.

Bid #2021-22-02 for the purchase of new **Athletic Uniforms** for the Cassadaga Valley Central School District as listed on bid.

Bids will be received until 11:15 A.M. on the 2nd day of August 2021, in the District Office, 5935 Route 60, Sinclairville, NY 14782, at which time all bids will be publicly opened.

Prior to submitting bids, a Bid Package – comprising of Bid Package Acknowledgement Form, Notice to Bidders, Instructions to Bidders, Specifications, Bid Form, Resolution (for Corporate Bidders), and Bid Certifications – must be obtained from the District Clerk in person at the District Office or by calling 716-962-5155, extension 1253, and requesting a copy by mail, or by visiting the District's website at <https://www.cvcougars.org/> with receipt acknowledged in writing by each prospective bidder regardless of how obtained as a mandatory condition to the District Clerk accepting bids. Envelopes containing bids must be clearly marked as such and a non-collusion statement, which is included in the Bid Certifications, must accompany all bids. The Board of Education reserves the right to reject any or all bids. All bids submitted will be binding for one hundred eighty (180) days after the actual date of bid opening, or until the date of execution of a contract with the successful bidders, whichever is earlier, with the exception of the bid of a second lowest bidder, which is subject to Section 2(c) of the Instructions to Bidders.

Signed:

Wendy Heslink, District Clerk
Board of Education
Cassadaga Valley CSD
Sinclairville, New York 14782

**Cassadaga Valley Central School District
Board of Education
P.O. Box 540, 5935 Route 60
Sinclairville, New York 14782**

In accordance with the provisions of Section 103 of the General Municipal Law, the following advertisement was published in the Jamestown Post Journal & Dunkirk Observer on July 24, 2021.

BID NOTICE #2021-22-02

The Board of Education of the Cassadaga Valley Central School District hereby invites the submission of sealed bids for new

Athletic Uniforms

Bids will be received until **11:15 AM on August 2, 2021**, at the District Office, 5935 Route 60, Sinclairville, NY 14782 at which time and place all bids will be publicly opened. Specifications and bid forms may be obtained from the same office. The Board of Education reserves the right to reject all bids.

**Wendy Heslink
District Clerk
Cassadaga Valley Central School District
P.O. Box 540, 5935 Route 60
Sinclairville, New York 14782
(716) 962-5155 Ext.1253**

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Name of Bidder _____

Address _____

Contact Person _____ Phone _____

Email _____ Fax # _____

NOTICE TO BIDDERS
NOTICE IS HEREBY GIVEN that the Cassadaga Valley Central School District will receive sealed bids for new:

Athletic Uniforms

Such sealed bids must be filed with the District Clerk, Cassadaga Valley Central School District, 5935 Route 60, Sinclairville, NY 14782, **PRIOR TO 11:15 AM prevailing time, Monday, August 2, 2021** at which time said bids will be publicly opened and read.

Bid forms and specifications may be obtained at the District Office of the Cassadaga Valley Central School District at the above mentioned address (Telephone: 716-962-5155) or on the District website <https://www.cvcougars.org/o/cvcs/page/bid-information--9>

Vendors requesting arrangements other than U.S. Mail shall be responsible for making such arrangements and all associated costs.

NOTE: The Cassadaga Valley Central School District shall not be held responsible for the completeness or accuracy of any bid documents received by a vendor that were not directly issued to that vendor by the Cassadaga Valley Central School District.

Any vendor submitting a bid based on incomplete or inaccurate information resulting from documentation received from any third party, shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the Cassadaga Valley Central School District.

The Cassadaga Valley Central School District does not offer or supply anyone the list of people that have obtained a copy of these bid specifications or cost estimates for the project prior to the opening of the bid. **NO EXCEPTIONS ARE MADE TO THIS POLICY.**

Cassadaga Valley Central School District Board of Education reserves the right to reject any or all bids.

INSTRUCTIONS TO BIDDERS

- 1) Read all documents contained in the bid specifications.
- 2) Vendors are responsible for submitting their bids to the exact location indicated on the "Notice To Bidders" prior to the time indicated in the "Notice To Bidders". No bids will be accepted after the designated time indicated in the "Notice To Bidders. **NOTE:** This includes any changes listed on the latest addendum issued by the Cassadaga Valley Central School District, if any. **Delay in mail delivery is not an exception to the deadline for receipt of bids.**
- 3) Bidders are responsible for reporting, in writing, any errors found in the bid specifications to the Cassadaga Valley Central School District, 5935 Route 60, Sinclairville, NY 14782.

- 4) Questions about or clarifications to the technical specifications must be made to the District Clerk prior to the bid opening.
- 5) Bidders shall indicate on the outside of their sealed bid the following information:
 1. **Title of Bid and Bid Number**
 2. **Date and Time of Bid Opening**
 3. **Company Name**

Vendors submitting "Alternate" pricing, products or services, must do so as a separate bid package to be considered for award. Each bid must be submitted under separate cover and will be considered on its own merits.

- 6) The only forms necessary to be submitted as a bid are the following:
 1. **Bid proposal form, filled out completely. (see General Information)**
 2. **Non-Collusion Affidavit, signed and dated.**
 3. **Indemnification form, signed and notarized.**
 4. **Any other information as noted in the bid document.**
- 7) All vendors submitting a bid shall be supplied with a copy of the pricing tabulation sheet as soon as it is complete and available after the bid opening.

Failure to submit any of the above data may result in the rejection of the bid as non-responsive. Furthermore, the Cassadaga Valley Central School District reserves the right to require the vendor to supply any additional information it deems necessary to determine the successful responsive/responsible vendor and further to waive any minor informalities it deems in its best interest.

- 8) Prices quoted must be net and exclusive of all federal, state, municipal sales and excise taxes.
- 9) The successful bidder will be required to deliver any goods or perform services ordered within 60 days of the purchase order date.
- 10) All insurance requirements in the Contract Conditions must be properly documented prior to the Contractor commencing services.

GENERAL INFORMATION

METHOD OF AWARD:

The contract, if awarded, will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications. The Cassadaga Valley Central School District guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The Cassadaga Valley Central School District reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the Cassadaga Valley Central School District and the vendor.

QUALIFICATION OF BIDDER:

Bids will only be accepted from established manufacturers or their authorized service representatives. In the event a service representative submits a bid, the vendor shall guarantee that he/she is an authorized service representative of the manufacturer and the manufacturer has agreed to supply the vendor with the equipment offered in the proposal. Further, the vendor agrees to submit a certificate from the manufacturer acknowledging that he/she is an authorized service representative, if so requested.

The successful bidder is engaged as an independent contractor only to furnish services for the District and shall not be considered in any way as an agent, employee, or official of the District.

INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and its agents, officers and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys fees and all other costs of defense, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent such claim, damage, loss or expense either (1) is caused in whole or in part by negligent acts or omissions of the Contractor, its subcontractor, agent or representative, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable; or (2) arises out of or is in connection with New York State Labor Law, Article 10, including without limitation sections 240, 241, 241-a, 241-b, and 242 thereof, as amended. This provision shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Contractor shall observe and comply with all laws, rules and regulations applicable to the Work (including but not limited to the Federal Occupational Safety and Health Act, the New York Labor Law, and all regulations promulgated pursuant to such laws) and shall provide such protection as necessary to protect the safety of its workers and the workers of other contractors. In the event that additional safety measures

are required by law, contractor agrees to install or procure such additional safety measures at its own expense. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Owner, and its agents, officers and employees, from and against any claims, damages, losses and expenses resulting from the violation of applicable laws, rules and regulations, by the Contractor, its employees, agents, representatives and/or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

The indemnity provided by the requirements contained herein shall be in addition to and not serve as a limitation upon any rights of common law indemnity.

Each bidder shall conform to the following statutory requirements:

A. Labor Law:

- i. S220, subd. 2, Re: 8-hour Day, 40-hour Week.**
- ii. S220, subd. 3 and S220-d, Re: Minimum Wage Rates.**
- iii. S220-e, Re: Anti-discrimination.**
- iv. S222-a, Re: Elimination of Dust Hazard.**
- v. S220-h, Re: OSHA approved course in construction safety and health.**

B. General Municipal Law:

- i. S103-d, Re: Non-collusive Bidding (affidavit included with bid form).**
- ii. S106-b, Re: Payment on Public Work Projects.**
- iii. S108, Re: Workmen's Compensation Insurance.**
- iv. S109, Re: Non-assignment of Public Contracts.**

C. Pursuant to Section S220-d of the New York State Labor Law, Wage Rate Schedule is included herewith.

- i. Contractors and sub-contractors shall submit to the Owner a transcript of the original payroll records as required by New York State Labor Law.**

D. Conform to New York State Industrial Code Rule 56.

E. Conform to New York State Regulations of the Commissioner of Education Section 155.5 Uniform Safety Standards for School Construction and Maintenance Projects.

F. Each bidder shall comply with New York State Prevailing Wage Rate requirements. For each bidder, the current NYS Prevailing Rate Schedule can be found on the www.labor.state.ny.us website. Updates and corrections are posted on the 1st business day of each month, and copies of updated and corrected Prevailing Rate Schedule are available on the NYS Department of Labor's website www.labor.state.ny.us. Bidders shall comply with any applicable updates or corrections while undertaking the work.

TAX ON MATERIALS:

In regard to any taxes applicable to this project, the Cassadaga Valley Central School District is a tax-exempt entity under New York State law.

AWARD OF BID:

The award, if any, will be made within forty-five (45) calendar days of the opening date. All successful vendors shall be notified by the Cassadaga Valley Central School District of any contracts that have been awarded.

TERM OF CONTRACT:

Any contract resulting from the award of this bid shall be for a term of twelve (12) months.

PRICE ADJUSTMENTS:

Unless otherwise stated in this document, at no time during the term of any contract arising from an award by the Cassadaga Valley Central School District Board of Education may any of the contract pricing be changed for any reason without prior written approval by the Cassadaga Valley Central School District Board of Education. All pricing shall remain firm for the first six months from the date of award.

TERMINATION CLAUSE:

The Cassadaga Valley Central School District Board of Education reserves the right to terminate any contract resulting from this bid with (10) ten calendar days written notice to the vendor. The Cassadaga Valley Central School District agrees to show cause and allow the vendor the opportunity to rectify problems. However, if in the sole opinion of the Cassadaga Valley Central School District Board of Education, Purchasing and the using department, the vendor has not resolved the problem to the satisfaction of the Cassadaga Valley Central School District in a timely and workman like manner, said contract shall be terminated and the vendor agrees to recover the goods from the Cassadaga Valley Central School District property within seven (7) calendar days and refund the Cassadaga Valley Central School District in full for the purchase(s) within that same timeframe

BID FORM RESPONSES:

When filling out the attached bid form be certain that:

1. All blanks are filled in with the requested information
2. All forms are signed in blue or other non-black ink
3. All areas requiring a price are to be filled in as follows:
 - Supply a numerical price for all products or services to be provided. (This includes a \$0.00 if there is no additional cost for any item)
 - The words “No Bid” if you are not interested in or unable to perform any particular portion for the bid
 - All markings other than those indicated above or any blank spaces where prices are indicated shall be deemed as a “no bid” by the Cassadaga Valley Central School District and shall make the vendor non-responsive for that particular item (s). No exceptions shall be made in this case.

JUDGMENTS/LEGAL FINDINGS:

By submitting this bid for consideration, the vendor affirms that they currently have no judgments or other legal findings nor have any pending judgments or other legal findings against the company, its executives or any other person that will be employed in any fashion as a part of this contract, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to legally complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the Cassadaga Valley Central School District.

NON-APPROPRIATIONS CLAUSE:

In accordance with New York State General Municipal Laws the Cassadaga Valley Central School District will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the Cassadaga Valley Central School District harmless for any contracts left for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the Cassadaga Valley Central School District. Issuance of a purchase order by the Cassadaga Valley Central School District indicates that the Cassadaga Valley Central School District currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of a resolution by the Cassadaga Valley Central School District Board of Education is not in and of itself a binding contract with the Cassadaga Valley Central School District. Should it become necessary for the Cassadaga Valley Central School District to cancel a project or purchase after an order to proceed or purchase order has been issued, the Cassadaga Valley Central School District will only be liable for, and the vendor agrees to only assess, those financial damages that it can prove to have incurred as a result of the cancellation. (see Bid Form for further notes)

NON-ASSIGNMENT:

In accordance with NYS General Municipal Law 109, at no time during the duration of any contract resulting from this bid, shall the successful vendor be allowed to assign any portion of this contract to a third party without express written approval by the Cassadaga Valley Central School District.

BID SPECIFICATIONS FORM

Item Number	Estimated Quantities	Item Description	Unit of Measure	Bid Price Per Unit of Measure	Total Item Line	Vendor Item Number	Provide Detail for Substitute Item
5	30	BOYS BASKETBALL UNDER ARMOUR CUSTOM ARMOURFUSE UNIFORMS, MODEL ME AND 15 <ul style="list-style-type: none"> • To include lettering/numbering/logo • Sizing to be determined at time of order • Color scheme to be determined at time of order 					

The bid submitted by the bidder shall include the bid price of the items (including numbering, lettering and logo).

BID FORM

PROPOSAL FORM FOR BID to be publicly opened and read on **Monday, August 2, 2021 at 11:15 AM** prevailing time at the District Office of the Cassadaga Valley Central School District, 5935 Route 60, Sinclairville, NY 14782.

Bids must be submitted in a sealed envelope plainly marked as to its contents as outlined on page 4 number 5.

Award of bid will be based on lowest bid price per specifications.

The Cassadaga Valley Central School District reserves the right to reject any or all bids.

The undersigned proposes to furnish the following, in accordance with the attached specifications, to the Cassadaga Valley Central School District at the price(s) shown.

All prices are to be net delivered prices and are to include no taxes.

NAME OF FIRM: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

BY: _____

Signature of Representative (**Blue** or other **non-black** ink required)

BY: _____

Signature of Representative (PRINTED)

FEDERAL OR TAX ID # _____

E-MAIL ADDRESS _____

NOTE: By signing and submitting this bid for consideration by the Cassadaga Valley Central School District the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.

**NON-COLLUSIVE BIDDING
CERTIFICATION**

By submission of this bid #2021-22-02, 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 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.

NAME OF FIRM _____
Individual or Legal Name of Firm or Corporation

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____
Signature of Representative of Firm or Corporation (**Blue or other non-black ink required**)

DATED: _____

INDEMNIFICATION AGREEMENT

The Contractor agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Cassadaga Valley Central School District, the Contractor agrees to indemnify and hold harmless the Cassadaga Valley Central School District, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and

(b) provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the Agreement and to bear all other costs and expenses related thereto.

Signature of Representative of Firm or Corporation
(Blue or other non-black ink required)

DATE

NOTARY PUBLIC

DATE