



**GREECE CENTRAL SCHOOL DISTRICT
DEPARTMENT OF FINANCE AND ADMINISTRATIVE SERVICES**

Address • 750 Maiden Lane, Rochester, NY 14615-1296

Mailing Address • P.O. Box 300, N. Greece, NY 14515-0300

Telephone • 585.966.2500 **Fax** • 585.581.8198

Web Address • www.greececsd.org

Romeo Colilli

Assistant Superintendent

Jeremy Smalline

Superintendent of Schools

March 27, 2026

NOTICE TO BIDDERS


The Board of Education of the Greece Central School District of the Town of Greece, County of Monroe, hereby invites the submission of the sealed bid(s) on

**Bid #26-2594: FOOD SERVICE UNIFORMS (2026-2027)
With Option to Extend for Years: 2027-2028, 2028-2029**

Bid(s) will be received at the Purchasing Office located at 750 Maiden Lane, Third floor, West Wing, Rochester, NY 14615, Room W-19 until 10:00 a.m. on April 21, 2026 at which point all bids will be publicly opened. Specifications and forms may be obtained on-line at www.bidnetdirect.com/new-york. Vendors without internet access can obtain the specifications and forms at the same office noted above. The Board of Education reserves the right to reject any or all bids. Any bid submitted will be binding for 90 days subsequent to the date of bid opening.

Board of Education
GREECE CENTRAL SCHOOL DISTRICT
Town of Greece
County of Monroe
State of New York

By: 
Margaret Mundry
Buyer

OK (PHP) 3/11/26
 3/11/26

c: Paul Palmer, Food Service Director
Joy Farrell, Assistant Food Service Director

NOTICE TO BIDDERS

MAILING/DELIVERY INSTRUCTIONS

If you are planning to submit a bid **by mail**, please address your bid to:

**GREECE CENTRAL SCHOOL DISTRICT
Purchasing Department
Post Office Box 300
North Greece, NY 14515**

If you are planning to have your bid **delivered by any means requiring a street address** (e.g. Courier or Delivery Service), please address your bid to:

**GREECE CENTRAL SCHOOL DISTRICT
Purchasing Department
750 Maiden Lane
Rochester, NY 14615**

If you are planning to **bring your bid to the Purchasing Department personally**, or if you are planning to attend the bid opening, you should come to our offices which are located on the Third Floor, West Wing, of Odyssey Academy, 750 Maiden Lane. Parking is available in the rear of the building. Enter the building through Door #5 on the farthest east corner of the building, go to the security desk and follow their instructions to the Purchasing Department (Room W19).

Please allow enough time to arrive in the Purchasing Department at the specified time of the bid opening. Our offices are located several minutes from the rear parking lot.

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CERTIFICATIONS AND SIGNATURES

Bid #26-2594: FOOD SERVICE UNIFORMS (2026-2027)

With Option to Extend for Years: 2027-2028, 2028-2029

TOTAL Bid Price: \$ _____

Number of Items Bid: _____

- **Bid alternate brands/models?** Yes ___ No ___
- **If yes, have you included all samples?** Yes ___ No ___
- **Do you wish to have samples returned?** Yes ___ No ___

The undersigned proposes to provide all labor and/or materials in accordance with the terms and conditions, specifications, and bid prices as stipulated in the bid document.

Further, the undersigned has read and agreed to the Bid Certification & Non-Collusion Bidding Certification attached hereto.

Company Name

Authorized Signature

Address

Name (typed) and Title

City, State, Zip

Date

Telephone Number

Fax Number

Email

Any questions or comments; please call:

Buyer: Margaret Mundry

Phone: 585-966-2387

**IRAN DIVESTMENT ACT FOR
FOOD SERVICE UNIFORMS – BID #26-2594**

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should Greece Central School District receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, Greece Central School District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Greece Central School District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

Greece Central School District reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

Signature

BID CERTIFICATION & NON-COLLUSIVE BIDDING CERTIFICATION

Firm Name: _____

Business Address: _____

Telephone Number: _____ **Date of Bid:** _____

I. General Bid Certification

The bidder certifies that they 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 they will comply with Section 103.d of the General Municipal Law as follows:

1. 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.

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 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 thereof. 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 customer 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.

III. The bidder certifies that he is aware of, and will comply with, the provisions of the State Labor Law applicable to independent contractors regarding conditions of employment, including payment of minimum wages, if this bid results in a labor and material type construction contract.

Signature: _____

Title: _____

BID PRICE FORM

fn: 26-2594-FoodServiceUniforms-priceform.xls

BID #: 26-2594 FOOD SERVICE UNIFORMS (2026-2027)

With Option to Extend Years: 2027-2028, 2028-2029

It is the intent of this bid to award a contract for the purchase of Food Service Uniforms described herein.
 - All annual quantities listed are estimated and not guaranteed.

ITEM	DESCRIPTION	UNIT	EST QTY	SIZE	UNIT PRICE	TOTAL PRICE	BRAND	MODEL #
1	APRON BIB APRON 27" Mfg Name: Uncommon Threads Model #: 3011 <u>Specifications</u> • 3-pocket bib apron with adjustable neck strap • Heavy 7.5 oz. 65/35 poly cotton twill • Stain resistant, color - fast • Size: 24" long x 27" wide • Color: Black	each	100		\$ _____	\$ _____		
2a	HAT Mfg Name: Outdoor Cap or equal Model #: LPWU <u>Specifications</u> • 100% garment washed cotton twill • Unstructured Modified low profile, • Self fabric adjustable slide closure with buckle and grommet	each	50		\$ _____	\$ _____		
2b	HAT Mfg Name: Outdoor Cap or equal Model #: PNY-100M <u>Specifications</u> • Ladies Fit, Ponytail/mesh back • Durable and soft fabric, Soil release/resistant	each	50		\$ _____	\$ _____		

Office of Purchasing
 BID #26-2594 | FOOD SERVICE UNIFORMS

ITEM DESCRIPTION	UNIT	EST QTY	SIZE	UNIT PRICE	TOTAL PRICE	BRAND	MODEL #
3a CHEF COAT MENS / UNISEX Mfg Name: Uncommon Chef Model #: South Beach U0415 <u>Specifications</u> • Extra long 40" ties, Reversible closure • Reinforced bar tacking, finished collar • Mitered pocket, Thermometer pocket • 65/35 poly/cotton twill 7.5 oz • 30"W x 34"L, 10 buttons • Color: Black	each	50	XS-XL \$ _____ 2XL-3XL \$ _____ 4XL-5XL \$ _____				
3b CHEF COAT LADIES Mfg Name: Uncommon Chef Model #: Tahoe Women's 0478 <u>Specifications</u> • Short sleeves, Reversible closure • Reinforced bar tacking, finished collar • Mitered pocket, Thermometer pocket • Side pockets • 65/35 poly/cotton twill 7.5 oz • 30"W x 34"L, 10 buttons • Color: Black	each	50	XS-XL \$ _____ 2XL-3XL \$ _____ 4XL \$ _____				
4 PANTS LADIES Mfg Name: Cherokee Model #: Revolution WW CK-WW115 <u>Specifications</u> • Mid rise Missy relaxed fit Jogger leg • Rib knit elastic waistband with interior adjustable drawstring • Rib knit jogger cuffs • 5 pockets 2 front patch, 2 layered cargo right, 1 back patch • 78% poly / 20% rayon / 2% spandex twill • Color: Black	each	150	XS-XL Reg, Petite, Tall \$ _____ 2XL-3XL Reg, Petite, Tall \$ _____ 4XL-5XL Reg, Petite, Tall \$ _____				

ITEM	DESCRIPTION	UNIT	EST QTY	SIZE	UNIT PRICE	TOTAL PRICE	BRAND	MODEL #
5	PANTS LADIES Mfg Name: Cherokee Model #: Revolution WW120/P/T <u>Specifications</u> • Drawstring front and elastic back for an adjustable fit. • Front patch and cargo pockets, back pocket • Mid Rise; relaxed hip & thigh; and moderate flare leg, leg opening: 18.5" • 78% poly / 20% rayon / 2% spandex twill • Soil release • Size: XXS-5XL 31" Regular, XXS-2XL 28.5" Petite, XS-2XL 34" Tall • Color: Black	each	150	XS-XL Reg, Petite, Tall 2XL-3XL Reg, Petite, Tall 4XL-5XL Reg, Petite, Tall	\$ \$ \$			
6	PANTS LADIES Mfg Name: Cherokee Model #: Revolution WW110P/T <u>Specifications</u> • Mid rise pull on Cargo Pant • Front patch and cargo pockets, back pocket • Elastic reinforced knit waistband. Classic fit. Side vents; straight leg, leg opening: 18.5" • 78% poly / 20% rayon / 2% spandex twill • Soil release • Size: XXS-5XL 31" Regular, XXS-2XL 28.5" Petite, XS-2XL 34" Tall • Color: Black	each	150	XS-XL Reg, Petite, Tall 2XL-3XL Reg, Petite, Tall 4XL-5XL Reg, Petite, Tall	\$ \$ \$			
7	PANTS LADIES Mfg Name: Cherokee Model #: iflex CK010/P/T <u>Specifications</u> • Mid rise drawstring Pant • 5 pocket: front patches, cargo pockets, back pockets • Elastic knit waistband. Contemporary fit, tapered leg, leg opening: 15.5" • 94% poly / 6% spandex Crosshatch Dobby • Size: XXS-5XL 31" Regular, XXS-2XL 28.5" Petite, XS-2XL 34" Tall • Soil release • Color: Black	each	150	XS-XL Reg, Petite, Tall 2XL-3XL Reg, Petite, Tall 4XL-5XL Reg, Petite, Tall	\$ \$ \$			

ITEM	DESCRIPTION	UNIT	EST QTY	SIZE	UNIT PRICE	TOTAL PRICE	BRAND	MODEL #
8	PANTS LADIES Mfg Name: Cherokee Model #: iflex CK002/P/T Specifications • Mid rise Pull-on Pant • 6 pocket: cargo, interior, round • Knit waistband with hidden pocket. Contemporary fit, straight leg, leg opening: 17.5" • 94% poly / 6% spandex Crosshatch Dobby • Size: XXS-5XL 31" Regular, XXS-2XL 28.5" Petite, XS-2XL 34" Tall • Soil release • Color: Black	each	150	XS-XL Reg, Petite, Tall \$ 2XL-3XL Reg, Petite, Tall \$ 4XL-5XL Reg, Petite, Tall \$				
9	PANTS LADIES Mfg Name: Cherokee Model #: WW Revolution WW005 Specifications • Mid rise Pull-on Pant • 3 pocket: Patch pockets, Pant back pocket • Drawstring waist back elastic waistband. Modern Classic Fit, straight leg • 78% poly / 20% Rayon / 2% spandex Twill • Size: XXS-5XL 31" Regular, XXS-2XL 28.5" Petite, XS-2XL 34" Tall • Soil release • Color: Black	each	100	XS-XL Reg, Petite, Tall \$ 2XL-3XL Reg, Petite, Tall \$ 4XL-5XL Reg, Petite, Tall \$				
10	PANTS LADIES Mfg Name: Cherokee Model #: WW Revolution WW110 Specifications • Natural Rise Pull On • 4 pocket: Cargo pocket, Patch Pockets, pant back pocket • Full knitwaistband. Modern Classic fit, straight leg • Bi-stretch fabric • 78% Poly/ 20%Rayon/2% Spandex Twill • Size: XXS-3XL 30" Regular, XXS-2XL 27.5" Petite, XS-2XL 33" Tall • Color: Black	each	100	XS-XL Reg, Petite, Tall \$ 2XL-3XL Reg, Petite, Tall \$ 4XL-5XL Reg, Petite, Tall \$				

ITEM	DESCRIPTION	UNIT	EST QTY	SIZE	UNIT PRICE	TOTAL PRICE	BRAND	MODEL #
11	SHIRT LADIES V-NECK TOP Mfg Name: CHEROKEE Model #: WW REVOLUTION WW620	each	200	XXXS-XL 2XL-3XL 4XL-5XL	\$ \$ \$			
	<u>Specifications</u> • 78% Poly / 20% Rayon/2% Spandex Twill • Classic Fit, Back Princess seams, side vents. • Double pocket with loop, Patch pocket with pen slot, bungee loop • Size: XXXS - 5XL (27") • Colors: Black, Navy, Red, Hunter, Teal, Wine							
12	SHIRT LADIES MOCK WRAP TOP Mfg Name: CHEROKEE Model #: WW REVOLUTION WW610	each	100	XXS-XL 2XL-3XL 4XL-5XL	\$ \$ \$			
	<u>Specifications</u> • 78% Poly / 20% Rayon/2% Spandex Twill • Classic Fit, Front and back princess seams, front sholulder yokes, side vents. • Patch pocket, Interior Pocket • Size: XXS - 5XL (26") • Colors: Black, Navy, Red, Hunter, Teal, Wine							
13	V Neck Top Mfg Name: CHEROKEE Model #: WW REVOLUTION WW601	each	100	XXS-XL 2XL-3XL	\$ \$			
	<u>Specifications</u> • 78% Poly / 20% Rayon/2% Spandex Twill • Classic Fit, Zip front closure, shirttail hem, mesh yoke and panels knit cuffs. • 3 Pockets front angled cell phone Inst loop • Size: XXS - 3XL (24") • Colors: Black, Navy, Royal, Pewter							

ITEM DESCRIPTION	UNIT	EST QTY	SIZE	UNIT PRICE	TOTAL PRICE	BRAND	MODEL #
14 SHIRT LADIES V-NECK TOP Mfg Name: CHEROKEE Model #: Iflex CK605 <u>Specifications</u> <ul style="list-style-type: none"> • 95% Poly/6% Spandex Crosshatch Dobby • Contemporary fit, Knit Side panels • Patch pocket, accessory pocket, scissor pocket, locker loop, instrument loop • Size: XXS - 5XL (26") • Colors: Black, Navy, Red, Hunter, Wine 	each	100	XXS-XL 2XL-3XL 4XL-5XL	\$ \$ \$			
15 SHIRT LADIES V-NECK TOP Mfg Name: CHEROKEE Model #: WW 630 <u>Specifications</u> <ul style="list-style-type: none"> • 55% Cotton/42 Poly/3% Spandex Twill 2 way stretch, extra soft • Classic Fit, Back yoke, side vents. • 2 Patch pockets Interior pocket, pen slot an dinstrument loop • Size: XXS - 5XL (26") • Colors: Black, Navy, Hunter, Teal, Wine 	each	50	XXS-XL 2XL-3XL 4XL-5XL	\$ \$ \$			
16 SHIRT LADIES V-NECK TOP Mfg Name: CHEROKEE Model #: Euphoria CK786A <u>Specifications</u> <ul style="list-style-type: none"> • 40% Poly /37% Sonona Polymer/ 19% Rayon/4% Spandex Twill • Contemporary Fit, Side vents Rounded hem • 3 pockets Welt pocket, no chest pocket, zipper pocket • Size: XXS - 5XL (26") • Colors: Black, Navy, Teal, Wine 	each	100	XXS-XL 2XL-3XL 4XL-5XL	\$ \$ \$			

ITEM	DESCRIPTION	UNIT	EST QTY	SIZE	UNIT PRICE	TOTAL PRICE	BRAND	MODEL #
17	SHIRT LADIES SNAP FRONT V-NECK TOP Mfg Name: CHEROKEE Model #: WW ORIGINALS 4770	each	150	XXS-XL 2XL-3XL 4XL-5XL	\$ \$ \$			
<p><u>Specifications</u></p> <ul style="list-style-type: none"> • 65% Poly /35% Cotton/Poplin w/Soil Release • Classic Fit, Snap Closure, side vents. • Patch pocket, Cell Pocket • Size: XXS - 5XL (26.5") • Colors: Black, Navy, Red, Hunter, Teal, Wine 								
18	PANTS MENS Mfg Name: Cherokee Model #: WW Revolution WW140	each	20	XS-XL Reg, S, Tall 2XL-3XL Reg, S, Tall 4XL-5XL Reg, S, Tall	\$ \$ \$			
<p><u>Specifications</u></p> <ul style="list-style-type: none"> • Mens Modern Fit Fly Front Closure, Belt loops • 7 pocket: Cargo pocket slash front, cellphone pocket, instrument loop, back pockets • Elastic back waistband with front drawstring, zip fly front closer • 55% Cotton / 42% Poly/3% Spandex Twill • Size: XS-5XL 32" Regular, XS-3XL 29.5" S, S-2XL 35" Tall • Color: Black 								
19	SHIRT MENS V-NECK TOP Mfg Name: CHEROKEE Model #: CORE STRETCH 4743	each	20	XS-XL 2XL-3XL 4XL-5XL	\$ \$ \$			
<p><u>Specifications</u></p> <ul style="list-style-type: none"> • 55% Cotton/42% Poly/3 % Spandex Twill • Mens fit, Back yoke, Side vents • Double Chest Pocket with pencil stitch, Double needle topstitching • Size: XS - 5XL (29") • Colors: Black, Navy, Hunter, Teal, Wine 								

BID SPECIFICATIONS

**Bid #26-2594: FOOD SERVICE UNIFORMS (2026-2027)
With Option to Extend for Years: 2027-2028, 2028-2029**

It is the intent of this bid to award a contract for the purchase of uniforms described herein.

1. Food Service Department of Greece Central School District
 - Number of Employees: approximately 135
 - Number of Uniform Sets required: 5 per employee
 - Number of Uniform Choices: listed on the Bid Price Form

2. The successful bidder must be able to do the following:
 - Measurements: Late May or early June at a mutually agreed upon a time and place to measure sizes of the employees (approximately 2 locations). At the fitting every size in each style must be available for staff to try on.
 - Adequate staffing must be at fitting to answer questions, assist with fitting, and process orders of approximately 60 employees per half hour.
 - Package & Delivery: uniforms must be packaged individually for each employee and delivered to each school location.
 - Bid Unit Price: include any and all alterations if needed.
 - Additional Uniforms: must be available throughout the contract term.

3. Delivery
 - Uniforms for School Opening: delivered on or before August 14, 2026
 - Additional Uniforms Orders: delivered within fifteen (15) days of measurements taken
 - Adjustments: 15 day turn-around

BID TERMS AND CONDITIONS

**Bid #26-2594: FOOD SERVICE UNIFORMS (2026-2027)
With Option to Extend for Years: 2027-2028, 2028-2029**

ACCEPTANCE

The attached Acceptance Copy, Bid Certification & Non-Collusive Bidding Certification, and General Municipal Law Certificate shall be signed and returned by the Contractor within ten (10) days after the Contractor receives it. The receipt by the School District of the signed Acceptance Copy or the initiation of performance under the Contract shall constitute acceptance of the Contract by the Contractor, including all of the terms and conditions herein. This Contract expressly limited acceptance to the terms stated herein. Any additional or different terms proposed by the Contractor are rejected unless expressly agreed to in writing by an authorized representative of the School District.

BID AWARD

The Board of Education reserves the right to award the contract(s) by item, any combination of items therein or in total to the lowest responsible and responsive bidder(s) meeting all of the specifications. The Board of Education further reserves the right to reject any or all bids if deemed to be in the best interest of the District.

BID FORMS

Each bidder has been provided a complete set of bid forms. All bids must be submitted on District forms, signed and returned with unit prices, extensions, and total value of bid. A catalog must accompany each bid.

Any correspondence referring to the bid must include the District's bid number.

BIDDER INFORMATION

Items must be clearly labeled as to item and weight. Purchase orders with attached delivery instructions will be mailed to the successful bidder(s) and payment will be made according to district policy.

BILLING/INVOICES

All invoices from this contract must contain: bid number, purchase order number, quantity, description, unit price and extension. (See also Payments).

BRAND REFERENCE

Unless specifically indicated, the brands specified herein are provided to establish the quality level desired. Whenever an item is defined by using a name or catalog number of a manufacturer or supplier, the term "or equal" if not inserted will apply. Bidders must identify all items to be supplied by manufacturer or brand name, and manufacturer item number if different from the specified brand or when a brand is not specified. (See also **Specification Alteration**).

CHANGES

Should the School District at any time during the progress of the work require or permit any alterations of, deviations from, additions to, or omissions from the contract, specifications, or plans, the School District shall have the right to make such changes. The same shall in no way injuriously affect or make void the contract but should be added to or deducted from the amount of the contract price, as the case may be, by a fair and reasonable valuation.

Except as otherwise provided in this Contract, no alteration of, deviations from, additions to, or omissions from the Contract, specifications, or plans shall be made unless such change is authorized in writing by an authorized representative of the School District.

CONTRACT TERM

Contract will start July 1, 2026 and run through June 30, 2027 with the option to extend for two (2) additional one (1) year periods with the mutual consent of both parties. Contract extension(s) will start July 1st and run through June 30th.

Price changes (increases/decreases) may be proposed by either party no later than forty-five (45) days prior to contract extension based upon industry price trends. Should price changes not be acceptable to both parties the contract will not be extended. Price changes will only be considered once a year. Note: In the event that a *substantial* price increase is passed along to the vendor from the Manufacturer, the vendor may submit only the Manufacturer's increase to the District for consideration of payment.

CONTRACT TERMINATION

If the successful bidder fails, after seven (7) days written notice, to supply enough properly skilled workmen, or proper materials, or fails to prosecute the work to assure completion pursuant to contract terms, or shall in any other respect breach his contract, the District may terminate the contract without further notice to the contractor. Any and all costs, damages and other expenses incurred by the District as a result of this action shall be the direct liability of the successful bidder.

DELETIONS AND ADDITIONS

The District reserves the right to add/delete related items to this contract upon mutual written consent of each party.

DELIVERY

All deliveries to be F.O.B. Greece Central School District. Delivery to be made to one or more of the following Greece Central School District's locations, as specified by the Purchase Order:

- ARM Arcadia Middle School, 130 Island Cottage Road, 14612
- ARH Arcadia High School, 120 Island Cottage Road, 14612
- ATM Athena Middle School, 800 Long Pond Road, 14612
- ATH Athena High School, 800 Long Pond Road, 14612
- AL Autumn Lane School, 2089 Maiden Lane, 14626
- BS Brookside School, 1144 Long Pond Road, 14626
- BH Buckman Heights School, 550 Buckman Road, 14615
- CH Craig Hill School, 320 W. Craig Hill Drive, 14626
- ELC Early Learning Center, 1010 English Road, 14616
- EV English Village School, 800 Tait Avenue, 14616
- HR Holmes Road School, 300 Holmes Road, 14626
- LS Lakeshore School, 1200 Latta Road, 14612
- LR Longridge School, 190 Longridge Avenue, 14616
- ODY Odyssey Academy, 750 Maiden Lane, 14615
- OLY Olympia, 1139 Maiden Lane, 14615
- PH Paddy Hill School, 1801 Latta Road, 14612
- PB Pine Brook School, 2300 English Road, 14616

Deliveries are to be received no later than August 15th for May/June orders and fifteen (15) days after measurements are taken during the school year or directed by the Assistant Director of Food Service. If the successful bidder fail to deliver as ordered, or within the time specified, or within a 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. On all such purchases **the successful bidder agrees to reimburse the school District promptly for the excess costs occasioned by the purchases.** Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from the contract quantity.

EXCEPTIONS

Any exceptions to this bid must be in writing and attached to the Bid Proposal.

EXECUTORY CLAUSE

This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or makes available monies for the purpose of the contract.

FORCE MAJEURE

The Contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, or acts of God, or for any other acts not within the control of the Contractor and which by the exercise of reasonable diligence he is unable to prevent.

GOVERNING LAW

Any dispute arising under this Contract shall be governed by the law of the State of New York, County of Monroe, Town of Greece. Any litigation under this Contract if commenced by Contractor, shall be brought in a Court of competent jurisdiction in the State of New York. However, if the New York law does not cover the issue in dispute or if there is a conflict between New York law and Federal law, i.e., decisions of the Federal courts, regulations and statutes, the New York court shall apply the Federal law. Pending the resolution of any dispute, the Contractor shall proceed as directed by School District in writing.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the School District from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of contracted services, provided that such claim, damage, loss or expense is attributed in whole or in part by negligent acts or omissions of the Contractor, his subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

INQUIRIES

For technical questions, please contact: Philip Levey, Asst. Director of Food Services 585-966-2469

NEW YORK STATE SEXUAL HARASSMENT LAWS

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>

NON-ASSIGNMENT

It is mutually understood and agreed that the Contractor 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.

ORDER OF PRECEDENCE

Should a contradiction appear within this bid document, the following order of precedence shall prevail:

1. Bid Terms and Conditions
2. Bid Specifications
3. General Conditions
4. Purchase Order Conditions

PAYMENTS

Payment will be made only upon receipt of the complete order and correct presentation of claim forms or invoices as may be required.

Payments of any claim or invoice shall not preclude the School District from making claim for adjustments on any item found not to have been in accordance with the contract specifications. (See also Billing/Invoices).

PRICES

All bid prices will be firm for **ninety (90) days** after bid opening for contract adoption. Contract prices are firm for the contract period.

All bid prices shall be net prices: F.O.B. destination.

PROGRESS AND COMPLETION

Time limits stated in the Contract are of the essence of the Contract. By acceptance of the Contract the Contractor confirms that the contract time is a reasonable period for performing the work and agrees to complete the work within the time limits specified.

PURCHASE ORDERS

The receipt of a Purchase Order will direct delivery of contract goods/services only. The vendor may receive "blanket orders" authorizing the vendor to release contracted commodities up to the dollar value on the Purchase Order. Non-contract goods/services are prohibited and will not be paid for by the District. Only the Purchasing Agent or designee prior to delivery may authorize exceptions.

PURCHASE ORDER VOUCHER(S)/INVOICES

The successful bidder(s) must provide the Director of Food Service with a separate invoice for each order placed against the blanket purchase order and delivered to the District.

All invoices from this contract must contain: bid number, purchase order number, quantity, description, unit price and extension. (See also Billing/Invoices and Payments).

QUALIFICATIONS

The successful bidder must be prepared to present satisfactory proof of his ability to fulfill the contract terms (e.g. inventory, facility inspection, references, etc.). The successful bidder must be able to provide the District, at no cost, a qualified person to inspect our facilities and provide information to determine the proper application of contract items.

QUANTITIES

All quantities listed herein are the estimated total requirements. They should not be construed to represent guaranteed maximum or minimum quantities to be ordered during the contract period. The District will order as needed throughout the contract term.

SAMPLES

With the receipt of each sealed bid, the District is requesting a sample of each item specified by the bidder when a different brand/model has been identified by the bidder for "equivalent" determination:

- Submit a color chart and a color sample for each color represented.
- Provide one piece in one size only for the District to examine material and workmanship.
- Label each alternate sample with the corresponding bid item number.
Note: Bidders who bid "as specified" do not need to provide a sample.
- Upon the bidder's request, all samples will be returned to the bidder at no additional cost to the District. If the bidder does not claim the samples within sixty (60) days, the samples will be considered abandoned property and will be disposed of accordingly.

If the bidder is unable to provide a sample, the bidder will be disqualified as a participating bidder.
The District reserves the right to request additional samples if required.

SPECIFICATION ALTERATION

Bidder must identify all items that differ from description specifications by the manufacturer, brand name, catalog and page number. If a substitution is made on any item, it will be considered an alternate. All alternates must have complete documentation to be considered.

Whenever using a name or catalog number of a manufacturer or vendor specifies an item or equipment, the term "or equal" if not inserted shall be implied. The decision of the District as to whether an alternate or substitution is in fact "equal" shall be final.

UNCONTEMPLATED PURCHASES

The District reserves the right to negotiate lower pricing, or to request via separate bid, any unanticipated excessive purchase.

WAGE RATES

The contractor shall be compensated for work performed under this contract in accordance with provisions of the New York State Labor Law. All wages paid to be in accordance with wage schedules established by the New York State Labor Department. Unless there is an increase in these schedules, the contractor's unit prices shall remain firm for the contract term. It will be the successful contractor's responsibility to obtain a copy of the updated wage rate by NYS each July 1st during the contract period and during any mutually agreed upon contract extensions. (Refer to NYS Department of Labor's "Prevailing Wage Schedule for Article 8 Public Work Project.")

WARRANTY

The Contractor warrants to the School District that (1) materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Contract, that (2) the work will be free from defects not inherent in the quality required or permitted, that (3) the work will conform with requirements of the Contract, and that (4) all deliveries will be equal to the accepted bid specification and/or sample.

TERMINATION OR SUSPENSION OF THE CONTRACT

1.1 Termination by the Owner for Cause

1.1.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials or equipment to complete the Work in a diligent, efficient, timely, workmanlike, skillful, and careful manner;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of substantial breach of or default under a provision of the Contract Documents;
- .5 is substantially behind schedule as determined by the Owner;
- .6 breaches any warranty made by the Contractor under or pursuant to the Contract Documents;
- .7 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all requirements of the Contract Documents;
- .8 fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than 10 days, except as permitted under the Contract Documents;
- .9 fails or neglects to progress the Work in such a manner as to reasonably assure the completion of the Work with the Contract Time or in accordance with the Construction Schedule;
- .10 refuses or fails to correct deficient Work performed by it;
- .11 the Contractor's progress of the Work is such that Substantial and/or Final Completion will not be achieved on or before the required completion dates, provided that the Contractor is not then entitled to an extension of Contract Time; or
- .12 disregards the instructions of the Owner (when such instructions are based on the requirements of the Contract Documents).

1.1.2 When any of the reasons described in Section 1.1.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

1.1.3 When the Owner terminates the Contract for one of the reasons stated in Section 1.1.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

1.1.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner, and this obligation for payment shall survive termination of the Contract.

- .1 The costs of finishing the Work also include, without limitation, all reasonable attorneys' fees incurred in responding to the default and enforcing the Owner's rights under the Contract Documents, additional title costs, insurance, additional interest because of any delay in completing the Work, and all other direct and indirect and consequential damages incurred by the Owner by reason of the termination of the Contractor as stated herein.

1.1.5 If the Owner wrongfully terminates the Contract for cause, the rights and obligations of the parties will be the same as if the Owner had terminated the Contract for convenience under Section 2.1.

1.1.6 In the event that the Contractor, or the Contractor's surety, challenges the Owner's termination of the Contract for Cause, and the Owner prevails in litigation in connection with such challenge, whether initiated by the Owner or by the Contractor and/or the Contractor's surety, the Owner shall be entitled to its costs, including reasonable attorney's fees, incurred as a result of such litigation, as part of any judgment against the Contractor and/or the Contractor's surety. Such costs, including reasonable attorney's fees, shall be deemed a cost of finishing the Work.

2.1 Suspension by the Owner for Convenience

2.1.1 The owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

2.1.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 2.1.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that and equitable adjustment is made or denied under another provision of this Contract.

3.1 Termination by the Owner for Convenience

3.1.1 The Owner may, at any time, terminate the whole or any portion of the Contract for the Owner's convenience and without cause upon not less than seven (7) days' written notice to the Contractor. Notwithstanding any other provision to the contrary in the Contract, the Owner reserves the right at any time and in its absolute discretion to terminate the services of the Contractor and/or the Work by giving written notice to the Contractor. This termination for convenience of the Owner provision allows and authorizes the Owner to terminate this Contract at any time and for any reason whatsoever. This right may be exercised by the Owner in its complete discretion. Termination by the Owner under this Section shall be by Notice of Termination delivered to the Contractor specifying the extent of termination and the effective date.

3.1.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall immediately and in accordance with instructions from the Owner:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and
- .4 proceed to complete the performance of the Work required under portions of the Contract not terminated, if any.

3.1.3 Upon receipt of written notice of the Owner's exercise of such termination, the Contractor shall be entitled to, and the Owner shall reimburse the Contractor for, an equitable portion of the Contractor's fee based on the portion of the Work completed before the effective date of termination and for items properly fabricated off-site, delivered and stored in accordance with the Owner's instructions or the Contract Documents before such effective date. The Contractor's entitlement to payment for all such work shall be predicated on its performance of such work in accordance with the Contract Documents. The Contractor shall be entitled to no other payment and waives any claim for damages including, but not limited to, lost profits, any prospective loss, underutilization of personnel or equipment, unabsorbed overhead, and any and all items of consequential loss or damage. The Owner shall be entitled to credit against any payment to be made to the Contractor pursuant to this Section 2.1 the following: (1) payments previously made to the Contractor for the terminated portion of the Work; (2) claims which the Owner has against the Contractor under the Contract Documents; and (3) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor, the cost of which is included in the Contract Sum. Notwithstanding the foregoing, in the event of a termination under Section 2.1.1 prior to the issuance of a Notice to Proceed, the Contractor shall not be entitled to any compensation whatsoever.

GENERAL CONDITIONS

All invitations to bid issued by the Greece Central 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

- "School District" - Shall refer to the Greece Central School District.
- "Notice to Bidders" - 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.
- "Board" - Shall refer to the Board of Education of the Greece Central School District.
- "Bid" - An offer to furnish materials, supplies, and/or equipment in accordance with the invitation to bid, the general conditions, special instructions, and the specifications.
- "Bid Offer" - The form on which the bidder submits his bid.
- "Bidder" - Any individual, company, or corporation submitting a bid.
- "Contract" - 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.
- "Successful Bidder" - Any bidder to whom an award is made by the school district.
- "Contractor" - Any bidder to whom a contract award is made by the Board of Education.
- "Specification" - Description of materials, supplies, and/or equipment and the conditions for its purchase.

BIDS

1. The date, time, and place of bid opening has been given in the Notice to Bidders.
2. All bids must be submitted on bid offer forms and in accordance with instructions provided.
3. All bids received after the time stated in the Notice to Bidders will not be considered and the bidders will be so notified. 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 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-conclusive bidding certification must be signed and 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 supplies, materials or equipment required and a representation that the bidder can furnish the 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, Section 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. The purchase order issued by the District is the only evidence needed to substantiate tax exempt status.
11. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the school district as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item 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 lower of the prices will govern. Prices shall be extended in decimals, not fractions, to more than two (2) significant pieces.

17. Prices shall be net, including transportation and delivery charges fully prepared by the successful bidder to designation 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 received in sealed, plain, opaque envelopes. Bid number and vendor name must be written or typed on the bid envelope.

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 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.

SAMPLES

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

21. The school district reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are 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.

22. 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 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.

23. 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, specifications, etc.

AWARD

24. 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.

25. Awards will be made to the lowest responsible bidder, as will best promote the interest of the district, 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 make awards within the specified number of 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.

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

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

CONTRACT

29. 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 percent (10%) over or under the award quantity, unless otherwise specified.

30. 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.

31. 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 rejections 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.

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

33. 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 of time.
34. When materials, equipment or supplies are rejected, they must be removed by the successful bidder from the premises of the school district 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.
35. No items are to be shipped or delivered until receipt of an official purchase order from the school district.
36. 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

37. 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.
38. 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.
39. Work shall be progressed 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.
40. 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 location required.
41. 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

42. The successful bidder guarantees:
- a. His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
 - b. To furnish adequate protection from damage for all work and 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.
 - c. To carry adequate insurance to protect the school district from loss in case of accident, fire, theft, etc.
 - d. That all deliveries will be equal to the accepted bid sample.
 - e. That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications, also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the school district. Any merchandise provided under the contract that 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.
 - f. Qualifications of Bidders:

No bid will be considered unless the person, firm or corporation submitting the bid can meet the following conditions, and if required, shall certify its ability to meet them:

(1) The bidder must have been engaged in work similar to that required at least five years.

(2) The bidder will protect, at his own expense, the Board of Education from all claims arising as a result of this contract.

(3) The bidder is not in bankruptcy or in the hands of receivers.

DELIVERY

43. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on the order, it will be interpreted to mean prompt delivery. The decision of the school district as to reasonable compliance with delivery terms shall be final.
44. The school district will not accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.
45. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.
46. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The school district will note for the benefit of successful bidder when packages are not received in good condition.
47. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the Purchasing Agent for the school district. The successful bidder will be required to furnish proof of delivery in every instance.
48. 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.
49. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each items delivered:

Contract Number and/or Purchase Order Number
Name of Article
Item Number (if applicable)
Name of the Successful Bidder
Quantity

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

50. Payment for the used portion of an interior delivery will be made by the school district on any adjusted price basis.
51. Payment will be made only after correct presentation of claim forms or invoices as may be required.
52. Payments of any claim shall not preclude the school district from making claim for adjustments on any item found not to have been in accordance with the contract specifications.

SAVING CLAUSE

53. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, or acts of God.

BID SECURITY

54. No bid security is required for this bid.

PERFORMANCE SECURITY

55. No performance security is required for this bid.