

# KINGSTON CITY SCHOOL DISTRICT

Kingston, New York

June 20, 2018

**BIDS TO BE OPENED:**

Vendor Name: \_\_\_\_\_

Time: 1:00 p.m.  
Day: Friday  
Date: June 29, 2018  
Place: Kingston City School District  
Cioni Administration Building  
Board of Education Business Office  
61 Crown Street, Kingston, New York 12401  
845.339.3000 Ext. 3040

## **SPORTS SUPPLIES & EQUIPMENT**

**(District - Wide)**

*Bid Period: July 1, 2018 through June 30, 2019*

**SUBMIT BID TO:**

Kingston City School District.  
Cioni Administration Building  
61 Crown Street  
Kingston, NY 12401  
Attn: Margarita Lekaj

**“Sports Bid” and date of bid opening must be clearly marked on sealed opaque envelope.**

**Signed Bid Proposal Certification must be enclosed with bid.**

**PLEASE NOTE:**

The Board reserves the right to waive any informality in any bid, and to accept or reject any and all bids, deemed in the best interest of the taxpayers of the Kingston City School District. 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 FORM**

NAME OF BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Signature of persons, firm or corporation making bid)**

Date: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Name: \_\_\_\_\_

Bid prepared by  
(Contact person for bid inquires)

**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:

1. 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.

(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. Iran Divestment:** By submission of this bid, the bidder and each person signing on behalf of the 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 its knowledge and belief, each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (the list created and maintained by the NYS Office of General Services cataloging significant investment in the Iranian energy sector).

**IV. Sweat-Free Certification:** In addition, the bidder certifies (1) that it adheres to fair labor standards in connection with working conditions, compensation, employee rights to form unions and the use of child labor and (2) none of the apparel to be provided to the District is manufactured in a sweatshop as defined in General Municipal Law §103(12).

**V. 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.

\_\_\_\_\_  
Signature (Authorized) Title Date

KINGSTON CITY SCHOOL DISTRICT

**NON-BIDDERS RESPONSE**

BID: \_\_\_\_\_

The Kingston City 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.

NOTE: Completion and submission of this form is not necessary if bid is made on one or more of the items in the attached Request for Proposal.

**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 requirements 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

STATE OF NEW YORK

ULSTER COUNTY

The Board of Education of the City School District of the City of Kingston, New York hereby requests bids on **SPORTS SUPPLIES & EQUIPMENT**, for the period of time beginning July 1, 2018 and ending June 30, 2019.

Prices quoted must include all inside delivery charges unless otherwise specified. Bids should specify discounts, if any allowed.

Sealed bids will be received to the attention of Margarita Lekaj, District Purchasing Agent, in the Board of Education Business Office, Cioni Administration Building, 61 Crown Street, Kingston, New York, on or before Friday, June 29, 2018 at 1:00 p.m., at which time they will be publicly opened. All bids must be clearly marked on the outside envelope **“SPORTS BID”** and the due date of the bid. Any bid not received by 1:00 p.m. on June 29, 2018, will be returned unopened to the bidder.

Specifications and bid forms, including notices to bidders, general conditions, special instructions, bid proposal certifications, bid form, and detailed specifications may be obtained at the Board of Education Business Office, Cioni Administration Building, 61 Crown Street, Kingston, New York 12401, during weekdays, from 8:00 a.m. to 4:00 p.m.

Bids opened and read shall remain irrevocable for a period of ninety days. The award of contracts, if at all, shall be made as soon as practicable after the bid opening.

# Special Instructions to Bidders

## And

### General Conditions of the Contract

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.

#### **A. DEFINITIONS:**

BIDDER: Any company, individual, or corporation, bidding on proposals issued by Kingston City School District.  
CONTRACTOR Any bidder to whom the award is made.

#### **B. PROPOSALS AND BIDS:**

1. Sealed bids will be received, opened and tabulated publicly at the Board of Education Business Office in accordance with the Notice to Bidders..
2. The date and time of the bid opening will be given in the proposals and bid notices.
3. Bids must be enclosed in sealed opaque envelopes plainly marked with **BID NAME AND DUE DATE CLEARLY INDICATED.**
4. Prices, discounts and information required by proposal, except signature of bidder, should be typewritten for legibility. If not typewritten, such information must be printed in ink and must be legible to the District. Bids submitted in pencil will be rejected. Facsimile, printed or typewritten signatures are not acceptable.
5. The bidder must insert the Price/U/M 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 the school district. Portions of these quantities will be delivered to several locations by Contractor.
7. Bidders are cautioned to verify their bids before submission as bids and amendments to bids or 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.
9. Bids received late will not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the Kingston City School District. Whether sent by mail, overnight delivery service or by means of personal delivery, the bidder assumes sole responsibility for having his/her bid deposited on time at the designated location..
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 what brand name he/she is bidding on 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. Purchases will be made on an as needed basis and the successful bidder agrees to maintain the prices for the contract period indicated.
13. The Purchasing Agent of the Kingston City School District or her designee reserves the right to recommend acceptance of this bid by items, by group,

or as a whole, as is in the best interest of the School District, or in her discretion

to recommend the rejection of all bids and to re-advertise in the same manner provided by SECTION 103 of the GENERAL MUNICIPAL LAW.

14. In order to calculate savings, we have requested retail prices. This information will be used to calculate savings, and will have no bearing on the bid award.

**C. SAMPLES:**

1. The Kingston City School District reserves the right to request a representative sample of the commodity at any time. Unless otherwise instructed, the sample shall be furnished within 5 days of the request.
2. If, in the judgment of the Purchasing Agent, the sample is not in accordance with the requirements stated in the specifications and the proposal, she may recommend the rejection of the bid; or if an award has been made, cancellation of the contract at the expense of the contractor.
3. When samples are required, failure to submit them in accordance with instructions may be sufficient cause for not considering a bid or canceling an award.
4. When an accepted sample exceeds the minimum specifications, all commodities delivered will be of the same quality and identity as the sample.
5. Samples must be submitted free of charge and must be accompanied by the bidder's name and address, a statement indicating how and where the sample is to be returned to the bidder, and descriptive literature relating to the commodity. Samples will be returned at the bidder's expense and risk.

**D. QUALIFICATIONS OF BIDDERS:**

1. The Kingston City School 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 are ample and sufficient to insure the proper performance of the contract in the event of the award.
2. The bidder must be prepared, if requested by the Purchasing Agent, 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 she is bidding. If, in the opinion of the Purchasing Agent, 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, the Purchasing Agent may recommend rejection of such a bid.
3. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Purchasing Agent 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.

**E. BID DEPOSITS - BID AND PERFORMANCE BONDS:**

1. Where bid deposits, or bid and performance bonds are required, these shall be stated and set forth in the accompanying detailed specifications.

**F. AWARD TO LOWEST RESPONSIBLE BIDDER:**

1. Awards will be made to the lowest responsible bidders in conformity with the requirements set forth in the detailed specifications, the instructions to bidders, and the general and special conditions of the contract.

**G. DISQUALIFICATION OF BIDDER:**

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

**H. AWARD WITHIN 90 DAYS FROM BID OPENING:**

1. The Kingston City School District reserves the right to make recommendations for awards within ninety (90) days after date of the bid opening, during which period bids shall not be withdrawn.

**I. 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 or his/her right, title, or interest therein, or his power to execute such contract to any other person, company or corporation.

**J. 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 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.

**K. FAILURE TO PERFORM CONTRACT:**

1. Upon failure of the contractor to deliver commodities within 10 days, or failure to make immediate replacement of rejected commodities when so requested, the 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 to the difference. Such purchases may be deducted from contract quantity by the school district.

**L. 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 **ten (10) 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 the 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, baling or sacks. The container shall remain the property of the 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 the 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 school district. Suppliers should notify their truckers accordingly.



**M. TOXIC SUBSTANCE LAW:**

1. If applicable successful vendors must submit one OSHA-20 form for each product awarded within 10 days from receipt of award.
2. Chapter 551 of the Laws of 1980 defined toxic substance as "any substance listed in the latest edition of the National Institute for Occupational and Health's Registry of Toxic Effects of Chemical Substances, or has yielded positive evidence of acute or chronic health hazards in human, animal or other biological testing." Such information is required to be on file with each employer. Article 28, Section 875, subdivision 4, requires that "any manufacturer, importer, procedure, or formulator of any toxic substance shipped, transported or sold for any use within the state must provide upon request" certain information. In order for us to have this information on file, bidders are required to submit **three** Material Safety Data Sheets (MSDS), which are used in compliance with OSHA's Hazard Communication Standard, 29 CFR 1910.1200, for each product included in the bid to which this law will apply.

**N. MISCELLANEOUS:**

1. These instructions are to be considered an integral part of all proposals and bids.
2. Bid forms include Notices to Bidders, General Conditions, Special Instructions, Bid Proposal Certification, Bid Form and Detailed Specifications.

**O. CONTRACT:**

1. The bid period may be extended up to a comparable contract period and terms upon mutual agreement in writing between the vendor and the Kingston City School District. The vendor will be notified of the extension in writing.
2. The Kingston City School District reserves the right to purchase any items listed from NYS or Ulster County bids whichever is in our best interest.

## DETAILED BID SPECIFICATIONS

1. Pictures of logos/emblems or other silkscreen decals will be provided by the Kingston City School District with the order.
2. All orders will be clearly marked with the following information on the packing slips, invoices, shipping boxes/containers, etc.:
  - a. Ship to address, listing school name
  - b. "Attention to": Person or Department
  - c. Room location and/or number
  - d. Purchase Order Number
  - e. Sport Name
3. Substitutions/alternates must be of EQUAL or SUPERIOR value and quality, and must comply with all safety standards, with the final decision being made by the Purchasing Agent of the Kingston City School District or her designee. EXCEPTION: Where "No substitutions" are listed for an item, no substitutions or alternates will be accepted.
4. Please include a copy of the CD/USB when mailing the original bid.
5. Any substitution/alternate product must be accompanied by a sample.
6. Samples may be requested before an order is placed.
7. Immediate inside delivery is required at each of the locations listed on page 11. Price must be included in the bid price (net, F.O.B. destination to District locations including inside delivery).
8. All instructions listed in the bid specifications and bid proposal and listed on individual purchase orders must be followed accordingly.
9. Vendor catalogs are to be submitted with each bid proposal.
10. Because of the nature of the commodities involved, and recognizing that no one vendor will be able to supply all of the supplies required by the District, award may be made to more than one vendor.
11. Minimum order must be \$50.00 to process order.
12. Bid Proposal Packet contains 17 pages (including the spreadsheet). Please verify that you have received all pages. In the event that you have not received all pages, please contact Margarita Lekaj at (845) 339.3000 Ext. 3040.

## LIST OF ELEMENTARY SCHOOLS

John F. Kennedy School  
345 Mountain View Avenue  
Kingston, N.Y. 12401  
(845) 338-1945 FAX: (845) 338-3049

Robert R. Graves School  
107 Gross Street  
Port Ewen, N.Y. 12466  
(845) 331-3174 FAX: (845) 331-2477

George Washington School  
67 Wall Street  
Kingston, N.Y. 12401  
(845) 338-1978 FAX: (845) 338-3041

Harry L. Edson School  
116 Merilina Avenue  
Kingston, N.Y. 12401  
(845) 338-6990 FAX: (845) 331-9034

Ernest Myer School  
Millbrook Avenue  
Hurley, N.Y. 12443  
(845) 331-6905 FAX: (845) 331-1520

Edward Crosby School  
767 Neighborhood Road  
Lake Katrine, N.Y. 12449  
(845) 382-2633 FAX: (845) 382-2668

Chambers School  
945 Morton Blvd.  
Kingston, N. Y. 12401  
(845) 336-5995 FAX: (845) 336-5616

## LIST OF MIDDLE AND HIGH SCHOOLS

M. Clifford Miller School  
65 Fording Place Road  
Lake Katrine, N.Y. 12449  
(845) 382-2960 FAX: (845) 382-6069

J. Watson Bailey School  
Merilina Avenue Extension  
Kingston, N.Y. 12401  
(845) 338-6390 FAX: (845) 338-6312

Kingston High School  
403 Broadway  
Kingston, N.Y. 12401  
(845) 331-1970 FAX: (845) 331-1628