CLINTON CENTRAL SCHOOL DISTRICT
REMOVAL OF WASTE, RUBBISH, GARBAGE AND RECYCLING BID

BIDS TO BE OPENED:

Time: 11:00 a.m.
Day: Thursday
Date: May 23, 2024
Place: Clinton Central School District
        Business Office
        75 Chenango Avenue
        Clinton, NY 13323-1395
        Attn: Joseph Barretta

CONTRACT PERIOD: Upon Pre-approval or Board Award through June 30, 2025
(with two (2) additional one-year options to renew)

SUBMIT BID TO:

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

Signed Bid Proposal Certification, Iran Energy Divestment Certification, Bid Form, and Reference Sheet must be enclosed with bid.

PLEASE NOTE:

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

Firm Name: ______________________________________________________

Business Address:_________________________________________________

I. General Bid Certification

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

II. Non-Collusive Bidding Certification

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

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

1. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

   (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor:

   2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

   (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

   (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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

III. Debarment and Suspension Certification

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

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

________________________________  _________________________  ________________
Authorized Signature             Title                       Bid Date
IRANIAN ENERGY DIVESTMENT CERTIFICATION

Pursuant to Section 103-g
Of the New York State
General Municipal Law

A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

________________________________________
Signature

________________________________________
Title

________________________________________
Date

________________________________________
Company Name

3
**BID FORM**  
(please print legibly)

**COMPANY NAME:** ____________________________________________________________

**NAME OF BIDDER:** ___________________________________________________________

**ADDRESS:** __________________________________________________________________

**TELEPHONE:**______________________ **FAX:**_________________ **EMAIL:**_______________

**AUTHORIZED SIGNATURE:**____________________________________________________

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

<table>
<thead>
<tr>
<th>Annual Bid Amount</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2024-June 30, 2025</td>
<td>$________</td>
</tr>
<tr>
<td>July 1, 2025-June 30, 2026</td>
<td>$________</td>
</tr>
<tr>
<td>(If renewed by School District)</td>
<td></td>
</tr>
<tr>
<td>July 1, 2026-June 30, 2027</td>
<td>$________</td>
</tr>
<tr>
<td>(If renewed by School District)</td>
<td></td>
</tr>
</tbody>
</table>

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

1.) ________________________________________________________________________

2.) ________________________________________________________________________

3.) ________________________________________________________________________

4.) ________________________________________________________________________

**Date:** ________________________________________

**Firm:** ________________________________________

**Address:** ______________________________________


Phone: ________________________________

Fax: ________________________________

Email Address: ________________  Website Address: _______________________

Name: _______________________________________

Bid prepared by

(Contact person for bid inquires)
REFERENCE SHEET

All bidders will be required to complete this form providing three (3) references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the Bidder within the last thirty-six (36) months. CLINTON CENTRAL SCHOOL DISTRICT reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and/or contract. Completion of the reference form is required as specified in the General Conditions of the Contract.

1) Reference Name: ___________________________________________________________
   Address: __________________________________________________________________
   Telephone: __________________    Contact Person: _____________________________
   Contract Date: ___________________________________________________________

2) Reference Name: ___________________________________________________________
   Address: __________________________________________________________________
   Telephone: __________________    Contact Person: _____________________________
   Contract Date: ___________________________________________________________

3) Reference Name: ___________________________________________________________
   Address: __________________________________________________________________
   Telephone: __________________    Contact Person: _____________________________
   Contract Date: ___________________________________________________________

Bidder Name ________________________________________________________________
NON-BIDDER RESPONSE

BID ________________________________

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

We are not interested in bidding for reasons indicated below:

☐ 1. Unable to bid at this time, but would like to receive future bid proposals.
   Date available for bidding: _____________________

☐ 2. Items or material not □ manufactured □ distributed □ stocked □ furnished.

☐ 3. Materials or items we have to offer do not fully meet all the requirement of standards specified.

☐ 4. Multiplicity of delivery points.

☐ 5. Delivery quantities too small.

☐ 6. We cannot meet the time of delivery of items or materials specified.

☐ 7. Insufficient time allowed for preparation and submission of bid.

☐ 8. Other reasons _________________________________

You may remove our name from the bid list for:

☐ This commodity group

☐ This commodity class

☐ This item or materials

☐ All bids

_____________________________________  ________________________________
Firm Name                       Address

_____________________________________  ________________________________
Authorized Signature            Date
NOTICE TO BIDDERS

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

REMOVAL OF WASTE, RUBBISH, GARBAGE AND RECYCLING
Contract Period: Three Years (annual renewable contracts with the option to extend)

Bids will be received until Thursday, May 23, 2024 at 11:00 a.m. by:

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

SERVICE: Waste, rubbish, garbage, and recycling removal.

SPECIFICATION: Description of contract work to be done.

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

A. PROPOSALS AND BIDS

1. Sealed bids will be received, and opened publicly at Clinton Central School District Business Office. Clinton Central School District will not disclose any bid results until the bid has been awarded. Bidders may contact the Business Office in writing for a bid summary sheet upon award for official results.

2. The date and time of the bid opening will be shown on the proposals and bid notices.

3. Bids must be enclosed in sealed envelopes plainly marked with the BID TITLE, DUE DATE AND TIME CLEARLY INDICATED ON THE OUTSIDE OF THE ENVELOPE. If the bidder chooses to submit a bid through courier service, the external envelope must also be clearly marked in this manner, i.e.:

 Removal of Waste, Rubbish, Garbage, and Recycling
 May 23, 2024 at 11:00 a.m.

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

5. The bidder must insert the price per unit of measure for each item as specified, and the price extension of each item in his bid, if required. In the event of discrepancy between the unit price and the extension, the unit price
Prices must be extended in decimals, not fractions.

6. Quantities or dollar amounts are the estimated needs of Clinton Central School District.

7. Bidders are cautioned to verify their bids before submission; as bids, amendments to bids, requests for withdrawal of bids submitted and received after the time specified for the bid opening may not be considered.

8. No bid shall be entertained unless properly completed on the bid forms provided by the Board.

9. Bids received late will not be considered and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Clinton Central School District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time to the Business Office. **No verbal, faxed, e-mailed or telephone bids will be considered.**

10. Prices bid must include delivery inside the individual school building(s).

11. Where a brand name is specified, it shall mean that proprietary product, or approved equal. If item bid on is not the particular brand name product, bidder shall state the brand name being offered as an approved equal. Alternates must be of equal or superior quality.

12. Quantities listed are approximate. Bidder agrees to supply greater or lesser quantities at the same unit price or discount unless stated to the contrary in the bid. The successful bidder agrees to maintain the prices for the contract period indicated.

13. Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise stated.

14. The District reserves the right to recommend acceptance of this bid by items, by group, as a whole, or in its discretion to recommend the rejection of all bids and re-advertise in the same manner provided by SECTION 103 of the GENERAL MUNICIPAL LAW. Notwithstanding any provision herein to the contrary, the District reserves the right to waive minor deviations in the bidding documents.

15. Prices are to be quoted per the particular unit of measure specified for each item. If a price is submitted per a different unit of measure, it may not be considered for award.

16. If a specific awarded item needs a specific dispenser in order to be used, dispensers are to be provided at no charge. Request for dispensers will be on an individual needs basis.

17. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the work to be done.

18. Under penalty of perjury, the bidder certifies that:
   a) The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for bids and,
   b) The contents of the bid have not been communicated by the bidder, nor to its best knowledge and belief, by any of its employees or agents to any person not an employee or agent of the bidder, or its surety, on any bond furnished herewith prior to the official opening of the bid.

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

**B. QUALIFICATIONS OF BIDDERS**

1. To be considered for an award, a bid must comply in all material respects with all terms, conditions and provisions as listed in the bid plus all attachments and amendments. In order to arrive at an equitable evaluation of bids received, all bidders must stand on equal footing. Bidders who choose to enter qualifying statements or paragraphs contrary to the terms of this bid or Clinton Central School District policy are cautioned that their bid may be rejected as non-responsive.

2. The District reserves the right before recommending award, to make investigations as to whether or not the items, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specifications, and is ample and sufficient to insure the proper performance of the contract in the event of the award.

3. The bidder must be prepared, if requested by the District, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the commodity on which it is bidding. If, in the opinion of the Steering Committee, it is found that the conditions of the proposal and specifications are not complied with, or that the items proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, this committee may recommend rejection of such a bid.

4. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the District to make any investigations before awarding a contract. It is further understood that if such investigations are made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

5. The bidder must be an established firm for a minimum of five years, and/or approved by the District, and must supply names and address of three references.

6. Each bidder is required to state in his bid the names and places of residence, of any and all persons interested in the bid, that the bid is made without any connection with any person making another bid for the same contract, and that it is in all respects fair and without collusion or fraud; also, that no member of Clinton Central School District, or any person in the employ of this Board is directly or indirectly interested in the bid, or in the materials, supplies, or the work to which it relates, or in any other portion of the profits thereof.

**C. SCOPE OF SPECIFICATIONS**

1. All sections of the contract documents attached hereto, or indicated to be included in the Specifications are to be an integral part of these and all specifications and contracts, and their provisions shall govern the performance and execution of the work to be done and/or services to be rendered under this contract.

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

D. BID DEPOSITS - BID AND PERFORMANCE BONDS
1. When required, bid deposits, or bid performance bonds, will be expressly stated and set forth in the accompanying detailed specifications.

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

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

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

H. CONTRACT NOT TO BE ASSIGNED
1. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract, of his right, title,
or interest therein, or his power to execute such contract to any other person, company or corporation.

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

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

K. REPAIR TO ANY DAMAGE
1. The successful bidder guarantees to furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.

L. MISCELLANEOUS
1. These instructions are to be considered an integral part of all proposals and bids.
2. Bid forms include Bid Proposal Certification, Bid Form, Reference Sheet, non-Bidders Response Form, Notice to Bidders, General Conditions of the Contract, Special Instructions to Bidders, Toxic Chemical Data Sheet, Insurance Requirements, Prevailing Wage Rates, Estimated Yearly Quantities/Bid Response Form for waste, rubbish, and garbage and recycling.

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

3. The contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. The contract shall bind Clinton Central School District to order from such successful bidder (except in the case of emergency) and to pay at the contract prices.

4. The bid period may be extended up to a comparable contract period and terms upon agreement in writing from Clinton Central School District. The awarded vendor will be notified of a contract extension in writing.

5. All orders and purchase dates are subject to the passage of the annual school budget.

6. Clinton Central School District reserves the right, if deemed in the best interest of the District, to cancel the contract or any part of it, at any time during term by written thirty-day notice mailed to the vendor.

7. Monthly invoices, referencing the PO#, must be sent to each participating school district by the 10th day of each month for the past month’s services. No partial payments will be paid except when determined that this practice will be in the best interest of Clinton Central School District, and upon mutual agreement of contractor and the District. All invoices shall contain the following information:
   - Name of contractor
   - Addresses where services were performed
   - Description of services performed
   - Date of services performed

8. A contract may be cancelled at the successful bidder’s expense upon non-performance of contract.

9. Cancellation of contract for any reason may result in removal of the successful bidder’s name from mailing list for future proposals.

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

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

P. CONTRACTOR’S INSURANCE
1. Copies of the Contractor’s certificates of insurance shall be submitted to the District five (5) days prior to starting any site work. Contractor acknowledges that failure to obtain such insurance on behalf of District constitutes a material breach of contract and subjects it to liability for damage indemnification and all other legal remedies available to the district.

2. Contractor must provide thirty (30) days written notice of any cancellation.

3. The Contractor agrees:
a) Except of the amount, if any, of damage contributed to, caused by, or resulting from the negligence of Clinton Central School District, the vendor agrees to indemnify and Clinton Central School District, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys’ fees or losses arising directly or indirectly out of the performance or failure to perform hereunder by the vendor or third parties under the direction or control of the vendor.

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

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

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

1. GENERAL LIABILITY: The contractor and all subcontractors shall procure, pay for and maintain such insurance as, in the opinion of the Clinton Central School District will indemnify and save harmless the District of and from any and all liability for damages for injury to the person or property of another, and against and from all suits and actions and all costs and damages to which the district may be put, for or on account of, any injury or alleged injury to the person or property of another resulting from the performance of the work, whether said performance to be made by contractor or by the subcontractor, or any one directly or indirectly employed by either of them, or from failure to protect and guard the same. The amounts of such insurance shall not be less than $1,000,000 per occurrence combined single limit bodily injury and property damage, aggregate $2,000,000 per project basis. The Certificate of Insurance shall indicate the following:
   a. Premises – Operations
   b. Broad Form Contractual
   c. Products and Completed Operations
   d. Personal Injury
   e. Broad Form Property Damage

2. WORKER’S COMPENSATION: Statutory insurance in compliance with the compensation Law of the State of New York. The contractor shall procure, pay for and maintain such insurance as will protect Clinton Central School District and the contractor from claims under Worker’s Compensation Acts
and Amendments thereto and from any other claims for damages for personal injury, including death, which may arise from operations under this contract, whether such operation be by the contractor or by any subcontractor, or any other directly or indirectly employed by either of them (limits to be in accordance with the Statutory Requirements). The contractor shall secure compensation for the benefit of, and keep in compliance with the provisions of the Worker’s Compensation Acts and Amendments.

3. PROPERTY DAMAGE: The contractor shall procure, pay for and maintain such insurance as will protect Clinton Central School District and the contractor against damage to the property of others. This property damage coverage shall include those portions of the district’s property not under the care and custody of the contractor. Insurance limits shall be as described under General Liability above.

4. AUTOMOBILE LIABILITY INSURANCE: The contractor and all subcontractors shall procure, pay for and maintain such insurance as will protect the Clinton Central School District and the contractor from claims resulting from the operation of motor vehicles. This includes owned, hired, borrowed and non-owned vehicles. Insurance limits shall be $1,000,000 per occurrence combined single limit bodily injury and property damage.

5. UMBRELLA/EXCESS INSURANCE: The amounts of such insurance shall be $5 million occurrence and $5 million aggregate. Umbrella coverage shall be on a follow form basis.

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

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

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

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

The Contractor agrees:

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

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

**R. PREVAILING WAGE RATES**

1. There shall be paid each employee engaged in work of the project under this contract, for the trade of occupation listed, not less than the wage rate attached or any revisions set forth by New York State.
2. Any person employed on the site of the work in an occupation which is not listed therein shall be paid not less than the minimum rate per hour designated by the Industrial Commissioner of the State of New York.
3. In accordance with the State statutes, a person or corporation that willfully pays, after entering into this contract, less that is established wage schedule, shall be guilty of a misdemeanor and upon conviction shall be punished for such first offense by a fine or imprisonment. A second offense carries heavier penalties.
4. Article 9, Section 220 of the Labor Law, as amended, provides among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages paid to all laborers, workmen, and mechanics employed on public works projects. A rate schedule for this project is attached and is also available from the New York State Department of Labor.
5. This bid information has been submitted to the New York State Department of Labor and the following PRC Number has been assigned: **PRC# 2014900550**

**S. EMPLOYEES**

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

**T. PERMITS, LAWS, AND REGULATIONS**

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

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

V. TERM OF SERVICE
1. The term of service shall be for a bid period of one (1) year consisting of two (2) additional one (1) year options to renew which the Clinton Central School District may exercise in its sole and unfetter discretion. The contract shall renew itself annually upon written notification from Clinton Central School District as awarded or for which the initial contract was originated. Clinton Central School District shall give such written notice prior to the date that the term of service shall terminate. Without such written notification the contract shall be deemed terminated. The start date and renewable date will be determined individually by Clinton Central School District. The School District may terminate the contract, with or without cause, during any annual term upon ten (10) days written notice. In the event of such termination, the compensation owed by the School District for the annual term shall be pro-rated as of the effective date of termination.

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

1. The purpose of this bid is to establish a price for the Removal of Waste, Rubbish, Garbage and Recycling for Clinton Central School District based on an annual fixed fee.

2. Bids are requested on a lump sum basis whereby if a vendor is going to bid, they must bid on and provide prices for all units given and every year of the entire bid; otherwise the bid will be rejected.

3. All successful bidders are to comply with the laws and regulations of Oneida County, as applicable, in addition to all applicable state and federal laws and regulations.

4. Bids will be accepted from reliable vendors who have the personnel, equipment, and facilities (including service and parts department) to provide all of the service described herein, and who have engaged in similar service to provide public, private, and/or parochial education facilities in Oneida County for a minimum of 60 months.

5. The successful bidder shall clean up and remove all debris and rubbish resulting from his/her work from time to time as required or directed. (Upon completion of the work, the premises shall be left in a neat, unobstructed condition).

6. Prior to submitting a bid, bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required and no other place unless so directed by the Director of Facilities.

7. All successful bidders must have a valid license (permit) and/or be registered to operate in New York State, Oneida County as well as any municipality that has such a requirement. Clinton Central School District reserves the right to request bidders to supply a copy of the registration and/or license (permit) if necessary at any time during the contracted period.

8. Site information indicating pick-up days, trash cubicle or container sizes, and locations are established from past or anticipated usage. This is offered purely as guidance and general information. This information may increase or decrease within the Contract Period if the district finds it necessary. 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.

9. The successful bidder guarantees to furnish adequate protection from damage for all work and to repair damages of any kind for which they or their workers are responsible, to the building or equipment, to his/her own work, or to the work of others.

10. The successful bidder also guarantees to carry adequate insurance to protect Clinton Central School District from loss in case of accident, fire, theft, etc.

11. All policies must contain a valid provision of endorsement providing that the insurer will, at least five (5) days prior to the termination or modification of any policy; notify the Board and the Director of Facilities of the Clinton Central School District and each awarded participating district by mail.

12. Automobile Insurance: All vehicles used under this contract, whether owned or leased, shall be provided with coverage of not less than $1,000,000 combined singled limit. A copy of the certificate of insurance verifying the coverage must be provided to Clinton Central School
District.

13. Reasonable precautions shall at all times be exercised for the safety of Clinton Central School District students, vendor’s and employees on the work site (including all areas of the district). Applicable provisions of the Federal, State and Municipal Safety Laws and Building and Construction Codes shall be observed.

14. Failure to make pickups on the specified day will require a prorated refund from annual contract price. When pickups are not made for whatever reason, payment is reduced by the number of pickups made. This provision will be strictly adhered to.

15. The removal of waste, rubbish, garbage and recycling shall be from locations specified on the attached specification spreadsheets.

16. Trash removal shall be accomplished according to the schedule provided on the attached specification spreadsheets.

17. Recycling removal shall be accomplished according to the schedule provided on the attached specification spreadsheets.

18. Trash and recycling collection time schedules shall be established to avoid any interference with school bus traffic and/or outdoor student activities. Generally speaking, scheduling before 7:00 AM will avoid any conflicts. Any costs incurred due to delays encountered by the contractor attempting collection at other times will be assumed by the contractor, and under no circumstances will it absolve the contractor from the responsibility of collection on that day, even if a return trip is required. The contractor should contact the Director of Facilities upon award of contract to confirm the time schedule provided on the attached specification spreadsheet.

19. The Contractor shall make his/her removals such that the area will remain in broom swept condition and free from accumulations of waste/refuse/recycling debris.

20. The Contractor's vehicles shall be adapted for refuse/waste removal and for recycling removal. All materials shall be covered to prevent being blown, thrown, ejected or dropped from the vehicle in transit.

21. Assistance will not be provided to the Contractor for vehicle loading. Material storing will not be permitted on school district premises.

22. Contractor shall supply containers structurally sound, of neat appearance, with hinged covers or lids. Containers shall be adequate in size to guarantee complete covering of deposited trash and/or recycling until pickup time and/or days. The successful contractor shall be required to furnish containers at each of the locations specified in bid.

23. Containers must be of sufficient size and quantity to accommodate waste material generated as a result of an average day's operation or as otherwise noted on specifications. (Each container must be complete with lids). Containers shall be clearly labeled “REFUSE ONLY.”

24. The Contractor shall maintain collection equipment at the agency for use twenty four hours per day, seven days per week, 365 days per year. If equipment is removed for emptying or service it shall be replaced with equal type and capacity equipment.

25. All coordination of containers: collection times and days, location, maintenance, placement,
removal, cleaning and other such items are to be through the Director Facilities as awarded unless otherwise requested.

26. All coordination of billing, conditions and terms of contract, licenses, insurances and other such items are to be through the Business Office at Clinton Central School District unless otherwise requested.

27. **Container Maintenance**: All containers supplied for use under this contract shall be maintained in good condition. Containers that have been damaged, non-operative or in need of repair must be removed and/or replaced within ten (10) days after notification by the Director of Facilities. A container of like make and size shall be provided while original containers are removed from premises are being fixed. The replacement container should be of good condition with lids. Equipment ownership shall remain with the refuse contractor, and equipment shall be maintained in working order, especially lids and casters, in accordance with manufacturers’ recommendations, Federal (including OSHA), New York State and local code.

28. **Container Placement and/or Replacement**: All costs involved with placement of containers at each location shall be included as part of the bidder’s price. Actual on-site location for each container and its size shall be as specified in bid.

29. **Removal of Existing Containers**: the removal and disposal of all facility owed containers that are to be replaced with new contractor units shall be done at no cost to the district. The removal of the existing containers and the installation of the new contractor containers must be coordinated with the Director of Facilities.

30. **Adequacy of Container Size**: If, during the term of this contract, container size is determined to be inadequate (too large or too small) by the Director of Facilities, he/she reserves the right to request changes in size and/or quantity on containers.

31. **Possible Ecological Consideration**: The contractor shall be responsible for providing additional containers within thirty (30) days of notification. The cost of these additional containers shall be the responsibility of the contractor. Consideration for changes under this paragraph will only be employed if legislation is adopted with due process of law.

32. The Contractor shall be responsible for monthly cleaning and sanitizing of refuse collection containers (steam clean or pressure wash) and removal of any refuse, oil or other spillage by the contractor’s equipment.

33. Costs quoted in bid shall include all costs associated with the removal of waste, rubbish, garbage and recycling including, but not limited to, equipment transportation, labor, disposal, dumping and tipping fees.

34. The Contractor shall provide all annual waste and recycling reports to the respective Oneida County departments. These reports shall include the date, time, and specific work including materials and weights. Failure to adhere to these county requirements will constitute as grounds for contract cancellation.

35. Container size and the frequency of collection quantity are estimates & may increase and/or decrease at any time during this contract without penalty to the district. If a site/location is closed for any reason, credit will be issued for its usage.

36. Clinton Central School District, as awarded, reserve the right to modify contracts if the county
(or counties) or other laws change during the bid period, and to add additional materials (such as separate food waste collection) as they become available or necessary in the sole discretion of the District.

37. The District shall have the right and option to terminate this contract upon the contractor making an assignment for the benefit of creditors, being adjudged as bankrupt, or filing a petition for corporate reorganization or to be adjudicated as bankrupt under any of the chapters of the Bankruptcy Act (including, but not limited to, Chapters X and XI).

38. In the event of a strike or other reason which causes interruption of services for more than 24 hours, the Board shall have the right to secure other installers as may be necessary and charge the cost of same to the account of the Contractor.

39. Any change of ownership, conduct or management, or transfer of a portion of the entire interest in the business of the Contractor/owner shall be sufficient basis for cancellation of the period remaining under the contract after the date of such a change in ownership or management as above described, at the discretion of the Board.

40. Termination of insurance policies during the period of services shall be deemed a breach of contract and shall have the effect of terminating said contract.

41. The successful bidder(s) who is awarded the contract(s) shall, if requested, consent to an audit of any and all financial records relating to the contract, as authorized by the NYS Department of Audit and Control. Successful bidder shall also submit cost factor forms, if requested by the NYS Education Department.

42. Any contractor who has not previously done business with the school district may be required to submit a financial statement by a certified public accountant and/or accounting firm.

43. In the event of a holiday occurring on a regular scheduled pick-up day, refuse and recycling removal must be done the day before or the following morning before noon. In the event of a snow day occurring on a scheduled pickup day, refuse and recycling must be picked up the following morning before noon.

44. All appropriate containers will be provided by the successful bidder; including, but not limited to classroom recycling bins, recycling totes, and all garbage and waste containers.

45. Successful bidder will be required to provide "dumpster" type containers with lids and wheeled recycling carts in a sufficient capacity to hold recyclables between collections.

46. The Contractor will be required to maintain dumpsters in good condition with working lids throughout the terms of the contract. Collections will be made at each site, on days and during hours as specified by their representative. If additional pickups are necessary, they will be requested by user.

47. Toxic Substance Law: After award, the successful vendor will be required to provide Clinton Central School District with a master set of Material Safety Data Sheets for any items containing toxic materials within 10 days of receipt of the award. MSDs must also accompany any shipment to the individual districts for each item containing toxic materials. Chapter 551 of the Laws of 1980 defined toxic substance as “Any substance which is listed in the latest printed edition of the national institute for occupational safety and health 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 876, subdivision 4, requires that "any manufacturer, importer, producer, or formulator of any toxic substance shipped, transported or sold for any use within the state must provide upon request" the information specified on the Toxic Chemical Data Sheet which is attached hereto and made a part hereof. The MSDs are to be 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.

48. Separated or co-mingled recyclables in large containers shall be metal cans, glass bottles and jars, and plastic bottles. Metal cans, glass bottles and jars, and plastic bottles shall be processed as required and returned to a DEC Approved facility. Newspaper, office paper, computer paper, waste mail and magazines shall be processed as necessary and brought only to DEC approved facilities. Failure to comply with this requirement may result in the termination of the contract. Containers must have water-tight top and have drainage holes in bottoms. Segmented dumpsters may be required. Recycling containers must be marked or labeled as to product. Containers may be added or deleted at any time during the contract at the contracted monthly rates at the request of Clinton Central School District. Upon award of bid, vendor will review the list of buildings and scheduling with necessary departments. Clinton Central School District reserves the right to modify the contract(s) should any change in law occur. Vendors may not refuse to pickup recycling. If correct recycling rules have not been followed, the Director of Facilities will contact the vendor and work together to correct the situation. During this time, recycling pickup must be maintained.

49. The term “recyclables” means any solid waste or other material which is separated from the waste stream and held for its materials recycling or reuse value.

50. The term “trash” shall be defined as stated in DEC Regulation 360-1.2.

**TOXIC CHEMICAL DATA SHEET**

1980 amendments to the New York State Labor Law and Public Health Law require employers to furnish employees with information regarding their exposure to toxic substances. To facilitate this duty, Section 876(4) of the Labor Law provides that “any manufacturer, importer, producer or formulator of any toxic substance shipped or transported or sold for any use within the State must provide, upon request, the following information:

A. The name or names of the toxic substance, including the generic or chemical name;
B. The trade name of the chemical and any other commonly used name;
C. The level at which exposure to the substance is determined to be hazardous, if known;
D. The acute and chronic effects of exposure at hazardous levels;
E. The symptoms of such effect;
F. The potential for flammability, explosion and reactivity of such substance;
G. Appropriate emergency treatment;
H. Proper conditions for safe use of and exposure to such toxic substance;
I. Procedures for clean-up of leaks and spills of such toxic substance.

Accordingly, we are requesting the above information regarding any product in this order that would contain a toxic substance. Please identify by name and other products or substances known to increase or decrease toxicity of the named product(s) when mixed together.

In the event that the chemical composition, toxicity, flammability or any other characteristic of the named product(s) changes or new information is obtained about items [A] through [I] listed above, you are to notify us without delay.

**INSURANCE REQUIREMENTS**

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

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

I. The contractor’s coverage shall be primary and non-contributory coverage for Clinton CSD, its Board, employees and volunteers with a waiver of subrogation in favor of Clinton CSD.

II. Additional insured status shall be provided by standard or other endorsements that extend coverage to Clinton CSD for ongoing operations (CG 20 38) or equivalent and completed operations (CG 20 37) or equivalent. The decision to accept the endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.

III. For All Coverages: any deductible or self-insured retention must be declared to and approved by the District. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its Board of Education, Board officers, employees or volunteers.
IV. Commercial General Liability Insurance: “Occurrence form, including Premises-Operations, Products-Completed Operations, Contractual, Personal Injury, Owner-Contractor Protective and Fire damage Legal Liability. Coverage shall be in the amount of $1,000,000 per occurrence, $2,000,000 aggregate.

V. Workers’ Compensation and Employers Liability: Statutory Workers’ Compensation and Employers Liability Insurance for all of his/her employees to be engaged in work under the contract and if such work is sublet, the contract shall require the subcontractor to maintain coverage for all of his/her employees.

STANDARD CONTRACT INSURANCE REQUIREMENTS FOR ALL CONTRACTS

INSURANCE

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

WORKER’S COMPENSATION/DISABILITY INSURANCE:

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

GENERAL LIABILITY INSURANCE:

THE CONTRACTOR/VENDOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, SUCH BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE AS SHALL PROTECT HIM/HER AND THE SCHOOL DISTRICT FROM CLAIMS FOR DAMAGES FOR BODILY INJURY INCLUDING ACCIDENTAL DEATH, AS WELL AS FROM CLAIMS FOR PROPERTY DAMAGE WHICH MAY ARISE FROM OPERATIONS UNDER THIS CONTRACT, WHETHER SUCH OPERATIONS BE BY HIMSELF/HERSELF OR BY ANY SUBCONTRACTOR OR BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY EITHER OF THEM. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR TO MAINTAIN SUCH INSURANCE IN AMOUNTS SUFFICIENT TO FULLY PROTECT HIMSELF AND THE SCHOOL DISTRICT, BUT IN NO INSTANCE SHALL AMOUNTS BE LESS THAN THOSE SET FORTH BELOW. THESE AMOUNTS ARE SPECIFIED ONLY TO ESTABLISH THE MINIMUM COVERAGE ACCEPTABLE.

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

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

OTHER CONDITIONS OF COMMERCIAL GENERAL LIABILITY INSURANCE:
1. COVERAGE SHALL BE WRITTEN ON COMMERCIAL GENERAL LIABILITY FORM.
2. COVERAGE SHALL INCLUDE:
   A. CONTRACTUAL LIABILITY
B. INDEPENDENT CONTRACTORS
C. PRODUCTS AND COMPLETED OPERATIONS

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

AUTOMOBILE LIABILITY INSURANCE:

AUTOMOBILE BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE SHALL BE PROVIDED BY THE CONTRACTOR/VENDOR WITH A MINIMUM COMBINED SINGLE LIMIT (CSL) OF $500,000 (FIVE HUNDRED THOUSAND DOLLARS).

OTHER CONDITIONS OF AUTOMOBILE LIABILITY INSURANCE:
COVERAGE SHALL INCLUDE: ALL OWNED VEHICLES, HIRED CAR AND NON-OWNERSHIP LIABILITY COVERAGE AND STATUTORY NO-FAULT COVERAGE

LESSEE'S INSURANCE

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

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

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

MALPRACTICE INSURANCE (IE: PROFESSIONAL LIABILITY):

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

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

IF ANY OF THE CONTRACTOR'S/VENDOR'S POLICIES OF INSURANCE ARE CANCELLED OR NOT RENEWED DURING THE LIFE OF THE CONTRACT, IMMEDIATE NOTICE OF CANCELLATION OF NON-RENEWAL SHALL BE DELIVERED TO THE SCHOOL DISTRICT NO LESS THAN 10 DAYS PRIOR TO THE DATE AND TIME OF CANCELLATION OR NON-RENEWAL.

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

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

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2. IF THE CONTRACTOR'S/VENDOR'S INSURANCE POLICIES SHOULD BE NON-RENEWED, CANCELLED OR EXPIRE DURING THE LIFE OF THE CONTACT, THE DISTRICT SHALL BE PROVIDED WITH A NEW CERTIFICATE INDICATING THE REPLACEMENT POLICY INFORMATION AS REQUESTED ABOVE. THIRTY DAYS (30) PRIOR WRITTEN NOTICE TO THE DISTRICT FOR CANCELLATION IS APPLICABLE.