



REQUEST FOR BIDS
TECHNOLOGY EQUIPMENT

BIDS RECEIVED UNTIL 11:00 AM ON MAY 19, 2022

NOTICE TO BIDDERS

SEALED BIDS for the provision, delivery and setup of Technology Equipment for instructional use and training associated with the use of the Technology Equipment will be received until **May 19, 2022** at 11:00 a.m. at the Hauppauge Union Free School District, Business Office, P.O. Box 6006, 495 Hoffman Lane, Hauppauge, New York 11788, Attention: Carolyn Biondi, Purchasing Agent.

Bids will be publicly opened and read at 11:00 a.m. at the Administrative Offices, Whiporwil School, 495 Hoffman Lane, P.O. Box 6006, Hauppauge, New York 11788

The Bid Documents may be examined and/or obtained from the district website, <https://www.hauppauge.k12.ny.us/>.

Bids should be submitted in a sealed envelope to the above address and designated:

Bid-Technology Products

The District reserves the right to reject any or all bids submitted, to waive any informality or irregularity in any bid, and/or to accept any bid in whole or in part and/or to award or not award the contract, if in the opinion of the District, the best interests of the District will be served.

Hauppauge Union Free School District

Dated: April 29, 2022

**Hauppauge Union Free School District
Technology Products Bid**

INSTRUCTIONS TO BIDDERS

1. Bid Documents

The “Bid Documents” are comprised of the Notice to Bidders, the Instructions to Bidders, Supplementary Instructions to Bidders (if any), Bid Proposal Forms (including, but not limited to the Proposal Forms (if any), the Non-Collusive Bidding Certification Form, the Iran Divestment Act Certification Form, and the Certification Regarding Workplace Sexual Harassment/Training. Any addenda issued prior to the award of the bid will be sent to all individuals or entities that have secured the Bid Documents. Addenda will be in writing and any addenda made in any other manner will not be binding.

2. Questions or Requests for Clarifications or Additional Information

All questions, requests for clarifications or additional information concerning the BID or the procedures for responding must be made in writing and directed to Carolyn Biondi, Purchasing Agent at biondic@hauppauge.k12.ny.us. All questions, requests for clarification or additional information must be received no later than **Monday, May 16, 2022 at 4:00 p.m.** Inquiries received after that date and time will not receive a response. All clarifications or supplemental information will be provided to all individuals and entities that have received a copy of this BID from the District. All clarifications and supplemental information will be provided to all individuals and entities in writing and any clarifications or supplemental information provided in any other manner will not be binding. The District reserves the right to amend this BID for any reason or based upon questions and issues raised and/or received in writing during the bid process.

3. Bid Proposal

A “Bid Proposal” is the written offer to furnish the labor, materials, and/or equipment pursuant to the Bid Documents and includes all documents, forms and materials submitted by a bidder to the District with its bid. *Verbal proposals will not be considered.*

4. Bidder/Contractor (“the Bidder”)

The Bidder is any individual who or entity that submits a Bid Proposal in response to a solicitation by the District or is awarded a contract by the District.

5. Knowledge of Contents and Conditions

Each Bidder must examine and be fully familiar with the Bid Documents. By submitting a Bid Proposal, the Bidder represents and warrants that the Bidder has read and understands the Bid Documents to the extent that such documentation relates to the labor, services, materials, and or equipment for which a Bid Proposal is submitted.

By submitting a bid, the Bidder represents and warrants that it performed a detailed investigation of the site(s) and that such investigation was sufficient to disclose the conditions of the site(s) at

which equipment will be used by the District or work is to be performed by the Contractor and all improvements thereon, and the conditions under which the work is to be performed, including, but not limited to (a) the location, condition, layout and nature of the project site and surrounding areas; (b) the cost of labor, materials and equipment necessary to perform the work and their availability; (c) the areas of the work which will cause a disruption to the necessary and proper operation of the facilities by the District; and (d) other pertinent limitations on the performance of its work.

Failure of the Bidder to receive or examine any Bid Documents or failure to perform appropriate visits or conduct appropriate investigations will in no way relieve the Bidder from any obligation or responsibility incurred by submitting a Bid Proposal.

6. Technology Products and Related Services

Hauppauge Public Schools seeks the following equipment/services for the District's STEM Lab.

Item 1 - Computer numerical controlled (CNC) plasma cutter with the following specifications:

- X-axis travel of 20''
- Y-axis travel of 34''
- Z-axis travel of 7 ½''
- Gantry clearance of 7 ½''
- PC based industrial controller with Windows 10 operating system and computer included
- Ethernet system connection
- Brushless nema34 micro stepper motors and drives
- Auto CNC torch height control
- Table top steel base with locking casters width = 34 ½ " length = 67" height =23"
- Table top safety enclosure dimensions width = 34 ½" (plus 24" x2" with doors open) , length =67" (plus 24" with front door open) height = 48" (height =71" with machine on base)
- Enroute 6 Fabrication Plasma toolpath generator, including 1 licensed seat and 50 designer seats for the classroom
- 1 year warranty of parts
- Technical support, application assistance and remote diagnostics free for the life of the machine
- Freight costs to deliver to Hauppauge High School
- Set-up of the machinery at Hauppauge High School
- On-site teacher training at Hauppauge High School

Item 2 - Computer numerical controlled (CNC) router with the following specifications:

- X-axis travel of 48”
- Y-axis travel of 96”
- Z-axis travel of 11 ½ “
- Gantry clearance of 7 ½“
- Footprint width= 84”, length =128” and height = 71”
- All steel tubular construction, stress relieved and precision machined
- Personal computer-based industrial controller with Windows 10 operating system and computer included
- Ethernet system connection
- Brushless nema 34 micro stepper motors and drives
- 12 HP HSD automatic tool changer, with fully programmable speeds from 12,000 to 24,000 RPM
- 1.0” phenolic vacuum/t-slot table includes main gate valve for table shut down
- 10 HP Rotary vane vacuum pump
- Aspire software with 40 seat educational user license
- Nestled baked Manufacturing Tooling Kit including 2 ½ “ surface cutter, surface cutter inserts. ⅜ compression bit, ¼ down cu, 5mm Drill bit, ¼ compression bit, 1 wood case
- Solid wood tooling kit including ½” spiral up cutter, ⅜” spiral up cutter, ½ “ spiral down cutter, ⅜” spiral down cutter, 3/16” spiral up cutter, ⅛” spiral up cutter, ¼” ball nose, ⅛” ball nose, 1 wood case
- Conical tapered ball nose 8 piece tooling kit including (1)1/32 x 6.2Deg, 3FL, 1/4"Shk, 1"LOC Ball nose (1)1/16 x 5.4Deg, 4FL, 1/4"Shk, 1"LOC Ball nose (1)1/8 x 1.0Deg, 3FL, 1/4"Shk, 1-1/2"LOC Ball nose (1)1/8 x 3.6Deg, 3FL, 1/4"Shk, 1.0"LOC Ball nose (1)1/8 x 7.0Deg, 2FL, 1/4"Shk, 1/2"LOC Ball nose (1)1/4 x 0.1Deg, 2FL, 1/4"Shk, 1/2"LOC Ball nose (1)1/16 x 0.1Deg, 3FL, 1/4"Shk, 5/16"LOC Flat bottom (1)1/8 x 0.1Deg, 3FL, 1/4"Shk, 1-1/32"LOC Flat bottom
- Freight costs to Hauppauge High School
- Set-up at Hauppauge High School
- 1 day of teacher training at Hauppauge High School
- 1 year warranty on parts
- Technical support, application assistance and remote diagnostics free for the life of the machine

Item 3 - Tabletop computer-numerical controlled router with the following specifications:

- X-axis travel of 20”
- Y-axis travel of 34”
- Z-axis travel of 9.5”
- Gantry clearance of 7 ½ “

- Personal computer based industrial controller with Windows 10 operating system and computer included
- Ethernet system connection
- Brushless nema 34 microstepper motors and drives
- Precision ball screws on all three axes
- Steel base with locking casters dimensions: width= 34 ½ “ length = 67” height = 23”
- Table top safety enclosure width =34 ½ “ (plus 24 “ x 2” with door open), length = 67” (plus 24” with front door open), height =48” (height =71” with machine on base)
- 3” steel vise
- Unist Cooling system
- Storm high flow vacuum system
- 25 piece wood, plastic, aluminum tool kit for large format machines includes:
 (1) - 1/4" compression bit (2) - 3/8" compression bit (1)- 2-1/2" Spoilboard surface bit (3)- 1/8" Plastic cutter (3)- 1/4" Plastic cutter (1)- 1/8" Tapered cutter (2) 1/4" Ball endmill (2) - 1/4" Flat endmill (2)- 1/8" Ball endmill (2)- 1/8" Flat endmill (1) - 1/2" 90 Degree v-groove (1) 30 deg x .01 Tip engraving bit (2)- 1/8" Aluminum cutter (2)- 1/4" Aluminum cutter (1) Case
- Non ferrous metal upcut tooling kit includes (2) - 1/4 Up cut Cutter (2)- 3/16 Up cut Cutter (2)- 1/8 Up cut Cutter (1) Wood Case
- Non Ferrous Metal Downcut Tooling Kit includes (2)- 1/4 Down cut Cutter (2)- 3/16 Down cut Cutter (2) - 1/8 Down cut Cutter (1) Wood Case
- Freight cost to deliver to Hauppauge High School
- Set-up at Hauppauge High School
- 1 day of teacher training at Hauppauge High School
- 1 year warranty on all parts
- Technical support, application assistance and remote diagnostics free for the life of the machine

Item 4 - Carbon dioxide computer numerical controlled (CNC) laser cutter with the following specifications:

- Carbon dioxide laser 23” x 35”
- Laser power 80 Watts
- Process area x= 35” and y = 23”
- Gantry clearance of 3”
- Speed: 250 ipm
- All- steel construction
- Table surface consists of vertical blades and aluminum honeycomb
- Evacuation system includes a fan
- (6) 25mm X 3 mm mirror

- (2) 25 mm x 3 mm focal lens
- Laser fume filtration/purification system
- Freight costs to Hauppauge High School
- Set-up at Hauppauge High School
- 1 day of teacher training at Hauppauge High School
- 1 year parts only warranty and 6-month laser tube warranty
- Technical support, application assistance, and remote diagnostics free for the life of the machine

7. Bid Security

A Bid Proposal must be accompanied by a bid bond or certified check in an amount equal to five percent (5%) of the amount of the total bid. The bid bond must be purchased from a surety that is licensed to do business in New York State and that is A.M. best rated A- or better. Certified checks must be made payable to the District.

In the event of failure or refusal of the successful Bidder to execute and deliver an Agreement between itself and the District or supply the labor, materials and equipment in accordance with the Bid Proposal, and deliver the performance bond (if required) within 15 calendar days after award, the bid bond or certified check submitted with the bid will become the property of the District.

8. Prevailing Wage Rate Schedule

Pursuant to Articles 8 and 9 of the Labor Law of New York (if applicable), the wages paid and the supplements provided to workers must not be less than the prevailing rate set forth by New York State Department of Labor (“Dep’t of Labor”).

If Article 8 or Articles 9 are applicable, it is the responsibility of the successful Bidder and its subcontractors to:

- a. Obtain and comply with the most current prevailing wage schedule from the Dep’t of Labor, as amended from time to time.
- b. Comply with all notice, posting, and filing requirements set forth in Articles 8 and 9 of the Labor Law of New York.
- c. Keep original payrolls or transcripts of the original payrolls and submit a transcript of the original payroll subscribed and sworn to or affirmed as true under the penalties of perjury. The submissions must occur within 30 calendar days of the issuance of the first payroll and every 30 calendar days thereafter.

9. Submission of Bid Proposal

A Bid Proposal must be submitted in a sealed envelope and clearly labeled as “**Bid–Technology Products**” and submitted to the attention of Carolyn Biondi, Purchasing Agent. **Whiporwil School, 495 Hoffman Lane, P.O. Box 6006, Hauppauge, New York 11788** on or before **11:00 a.m.**, on **May 19, 2022**. There is no expressed or implied obligation for the District to reimburse responding individuals or entities for any expenses incurred in preparing bids or attending interview(s) in response to this BID. Bids submitted after the stated time and date *will not* be considered and will be returned to the individual or entity unopened.

Proposal forms: The Bidder must complete the bid on the forms provided and the Bidder may not change the item numbering sequence in the specifications. Bids not submitted on the forms provided may be rejected. *Bids written in pencil will not be accepted.*

The sealed Bid Proposal must include the following:

- a. Reference Form.
- b. Bid Proposal Form.
- c. Contact Details
- d. Non-Collusive Bidding Certification form signed by an authorized signatory of the Bidder.
- e. Bid security, if required.
- f. The “Iran Divestment Act Certification” form must be signed by an authorized signatory of the Bidder and submitted with the bid.
- g. Certification Regarding Workplace Sexual Harassment/Training.
- h. Appropriate technical and descriptive literature, if required.
- i. Insurance Certification Form.

All signatures must be written in ink. Stamped or typewritten signatures are not acceptable.

The Bidder assumes full responsibility for having its bid deposited with the District. It is understood and agreed by the Bidder that District employees are not responsible for the premature opening of a Bid Proposal not properly labeled on the outside of the envelope. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by District employees whether sent by mail or personally delivered to the District.

No proposal will be accepted after the time set in the notice for the opening of the Bid Proposals.

In consideration of the District's agreement to evaluate and consider the Bid Proposal, the Bid Proposal will constitute a firm offer by the Bidder to perform in accordance with the terms of the Bid Proposal and the Bid Documents.

The Bid Proposal must be kept open for possible acceptance by the District for a period of 60 calendar days from the bid opening.

Bids lacking required information may be rejected as being incomplete and/or non-responsive.

10. Withdrawal of Bid Submission

A Bidder may withdraw its bid only in writing and only prior to the bid opening date.

11. Financial Condition of Bidder

After the date of the bid opening and prior to the District awarding the contract, a Bidder who is being considered for award of the contract may be required to submit a detailed financial statement showing its assets, liabilities and net worth. The financial statement must be in the ordinary form required by banks for persons applying for a loan and show the Bidder's financial condition as of the end of the month preceding the time of opening of the bid or later. In addition, the name of the bank or other financial institution as reference to the financial responsibility of the Bidder must be submitted to the District.

12. Subcontractors/Suppliers

If required by law, each Bidder on a project where the preparation of separate specifications is not required, must submit with its bid a separate sealed list that names each subcontractor that the Bidder will use to perform the work and the agreed upon amount to be paid to each, for: (a) plumbing and gas fitting; (b) steam heating, hot water heating, ventilating and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures. After the successful bidder is announced, the sealed list of subcontractors submitted with the successful bidder's bid will be opened and the names of such contractors will be announced, and thereafter, any change of subcontractors or the agreed upon amount to be paid to each will require the approval of the District. The sealed list of subcontractors submitted by all other bidders will be returned to them unopened after the award of the contract.

A contract between the successful Bidder and any subcontractor or supplier must meet all or substantially similar requirements set forth in the Contract Agreement. The successful Bidder must deliver to the District adequate proof of insurance for each subcontractor prior to allowing such subcontractor to perform work pursuant to the Contract Agreement. The District must be listed as an additional insured (the District must be listed as an additional insured) on the subcontractor's insurance policies.

13. Agreement

Each Bidder awarded a contract will execute a contract with the District consistent with the provisions of this Bid and contain the minimum standard contract clauses set forth below.

14. Award

The District reserves the right to reject any or all Bid Proposals and re-advertise for new bids in accordance with Section 103 of the General Municipal Law.

Award(s) will be made to the lowest responsible bidder as long as the bid is responsive and in the District's best interest. The Bidder awarded the contract by the District will be referred to as the "Successful Bidder" or "Contractor".

The District will determine the lowest bid by adding to or deducting from the total bids of the Bidders, the additive or deductive alternates and substitutions, if any, the District elects to accept after the opening of the Bids. The District reserves the right to make partial awards based on low bids for each item or may select to award on total low bid.

The District reserves the right, before making an award, to conduct investigations as to whether the Bid Proposal meets the requirements set forth in the Bid Documents and is sufficient to insure the proper performance of the contract. The District reserves the right to request additional information from a Bidder for this purpose.

The District reserves the right to make awards within 60 calendar days after the date of the bid opening, during which period bids cannot be withdrawn.

15. Minimum Standard Contract Clauses/Form of Agreement

1. Retention: The District hereby agrees to retain the Bidder Awarded the Contract by the District (the "Contractor") and the Contractor agrees to provide the District with the services and products set forth in the Bid Proposal submitted by the Contractor (the "Bid Proposal") (the Bid Proposal is hereby incorporated into the Agreement (copy attached)).
2. Compensation: The District agrees to compensate the Contractor at the rates set forth on the attached Schedule or in the Bid Proposal. The Contractor must provide monthly invoices (in a form and substance satisfactory to the District).
3. Independent Contractor: The Contractor is retained by the District only for the purposes and to the extent set forth in this Agreement, and its relation to the District is solely that of an independent contractor during the period of its retention and services hereunder.

Neither Contractor nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever from the District relative to this Agreement including, but not limited to, social security, New York State Worker's

Compensation, unemployment insurance, New York State Retirement System benefits, health or dental insurance, or malpractice insurance. With regard to employees of Contractor, Contractor alone will be responsible for their work, personal conduct, direction, compensation, and for payment of all employment and other taxes in relation thereto.

4. Indemnification: To the fullest extent permitted by law, the Contractor indemnifies and will defend (with counsel selected by the District) and hold harmless the District, its employees, agents, representatives, and Board members from any and all liability, losses, costs, damages, and expenses (including but not limited to reasonable attorney's fees and disbursements) arising from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the Contractor's duties hereunder or the action of or the failure to act by the Contractor, its representatives, employees, or anyone for whose acts the Contractor may be liable.

In the event that any legal proceeding is instituted or that any claim or demand with respect to the foregoing be asserted by any person in respect of which indemnification may be sought from the Contractor under the provisions of this Paragraph 4, the District will promptly notify the Contractor of the legal proceeding, claim or demand, and give the Contractor an opportunity to defend same and settle same without any cost to the District, and will extend reasonable cooperation to the Contractor in connection with such defense, which will be at the expense of the Contractor. In the event that the Contractor fails to defend the same within 30 calendar days of receipt of notice, the District will be entitled to assume the defense thereof, and the Contractor will be liable to repay the District for all its expenses reasonably incurred in connection with said defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments). The failure of the District to notify the Contractor of a legal proceeding, claim or demand will not relieve the Contractor of any obligation that the Contractor has pursuant to this Paragraph 4 unless and only to the extent that the failure to notify the Contractor materially prejudices the Contractor.

The Contractor agrees not to enter into any waiver, release or settlement of any legal proceeding, claim or demand for which indemnification may be sought hereunder without the prior written consent of the District (which consent will not be unreasonably withheld).

All the provisions of this Paragraph 4 will survive expiration or sooner termination of this Agreement.

5. Required Records: The Contractor will provide services and products and maintain records, logs and reports in accordance with all applicable federal, State, and local laws, regulations and requirements, including but not limited to all laws, regulations and requirements of the New York State Department of Labor and the District's policies and procedures in force during the term of this Agreement. The

Contractor will provide the District with a copy of any reports, testing, evaluations, or observations that are prepared in connection with this Agreement.

6. Confidentiality: The Contractor will maintain the confidentiality of records in accordance with all applicable laws, regulations, and District policies and procedures in force during the term of this Agreement.

7. Review of Records: The District will have the right to examine any or all records or accounts maintained by the Contractor in connection with this Agreement.

8. Insurance: The Contractor will obtain and keep in full force and effect during the term of this Agreement, at its sole cost and expense, the following insurance:

- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate
\$2,000,000 products and completed operations
\$1,000,000 personal and advertising injury
\$100,000 fire damage
\$10,000 medical expense
- **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation (C-105.2 or U-26.3) and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the State. The form can be completed and submitted directly to the WC Board online.
- **Automobile Liability Insurance**
\$1,000,000.00 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- **Umbrella/Excess Insurance**
\$5,000,000 each occurrence and aggregate. Umbrella/excess coverage must be on a follow-form basis over the required auto liability and general liability coverages.
- **Garage Liability & Garagekeepers Insurance (where applicable)**
\$1 million limit for garage operations; \$75,000 per vehicle for Garagekeepers liability. The policy must include coverage for all garage operations of the Contractor, including premises and operations, products and completed operations and Garagekeepers liability coverage.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of the District as an additional insured on the Contractor's insurance policies, with the exception of workers' compensation and N.Y. State Disability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement State disability and professional liability. The policies naming the District as an additional insured must:

- be policies from an A.M. Best rated "A-" or better insurer, licensed to conduct business in New York State; and
- state that the Contractor's coverage is primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District.

The District must be listed as an additional insured by using standard or other endorsements that extend coverage to the District for ongoing operations (CG 20 38) or equivalent and completed operations (CG 20 37) or equivalent. Completed Copies of the endorsement must be attached to the certificate of insurance. The certificate of insurance must describe the specific services or products provided by the Contractor that are covered by the commercial general liability policy and the umbrella policy. At the District's request, the Contractor will provide a copy of the declarations page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Contractor will provide a copy of the policy endorsements and forms. In addition, if applicable and requested by the District, the Contractor must provide the District with the Acord 855 NY Form.

The Contractor hereby indemnifies the District for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of the Contractor, to the extent not covered by the applicable policy.

The Contractor acknowledges that failure to obtain the foregoing insurance on behalf of the District constitutes a material breach of this Agreement. The Contractor must provide the District with proof satisfactory to the District that the above requirements have been met, **prior to** the commencement of work or use of the District facilities. The failure of the District to object to the contents of the certificate or the absence of same will not be deemed a waiver of any rights held by the District. Upon request, the Contractor will provide the District with a copy of the Contractor's applicable insurance policies including any endorsements, modifications, or exclusions thereto.

9. Representations of Contractor: The Contractor represents and warrants that: (a) it is financially solvent and experienced in and competent to perform the services or provide the products pursuant to this Agreement; (b) it is familiar with

all federal, state, and local laws, regulations, ordinances, and requirements which may in any way affect the work performed pursuant to this Agreement or those employed therein; and (c) it is a holder of all licenses from the State, County, and/or Town which are necessary to perform the work and that said licenses will remain in effect for the term of this Agreement.

10. Delivery: The Contractor must furnish all labor required to make an appropriate delivery. The District will not provide any labor in connection with unloading of a delivery.

11. Required Provisions of Law: Each and every provision of law required to be inserted in this Agreement will be deemed to have been inserted herein. In particular, among other laws, regulations, and ordinances, the Contractor must fully comply with:

- a. Labor Law section 220(2) requiring that no laborer, worker or mechanic in the employ of the Contractor, any subcontractor or other person doing or contracting to do all or part of the work of this Agreement is permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property;
- b. Labor Law section 220(3) requiring that the wage rate which can be paid and the supplements which can be provided to each employee of the Contractor must be no less than the rates set forth by the Department of Labor. The Contractor and its subcontractors must keep original payrolls or transcripts of the original payrolls and submit a transcript of the original payrolls subscribed and sworn to or affirmed as true under the penalties of perjury. The submissions must occur within 30 calendar days of the issuance of the first payroll and every 30 calendar days thereafter. The filing of payrolls by the Contractor in a manner consistent with New York Labor Law 220(3-a) is a condition precedent to payment by the District.
- c. Labor Law section 220-e requiring that (i) in the hiring of employees for the performance of any work under this Agreement, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (ii) no contractor, subcontractor, nor any person on his behalf will, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed,

color, disability, sex or national origin; and (iii) there may be deducted from the amount payable by the District to Contractor pursuant to the Agreement a penalty of fifty dollars (\$50.00) for each calendar day during which a person was discriminated against or intimidated in violation of Labor Law § 220-e and the Agreement may be terminated by the District and all moneys due to Contractor may be forfeited for a second or subsequent violation of the terms or conditions of this section of the Agreement.

- d. Labor Law section 222-a requiring the installation, maintenance, and effective operation of appliances and methods that have been approved by the industrial board of appeals for elimination of harmful dust and stating that if the law is not complied with, this Agreement will be void.

12. Subcontractors/Suppliers: The Contractor, as soon as practicable after award of the Contract, must furnish in writing to the District the names of any subcontractors or suppliers that the Contractor will use to perform service or provide products pursuant to this Agreement. The Contractor will not contract with any subcontractor or supplier to whom the District has made written objection.

A contract between the Contractor and any subcontractor or supplier must meet all or substantially similar requirements set forth in this Agreement. The Contractor must deliver to the District adequate proof of insurance for each subcontractor prior to allowing such subcontractor to perform work pursuant to this Agreement. The District must be listed as an additional insured on the subcontractor's insurance policies.

If the Contractor will use a subcontractor or supplier, the Contractor must furnish a Labor and Material Payment Bond written on A.I.A. Document A311. The bond must be obtained from a surety satisfactory to the District that is licensed to do business in the state of New York and that is A.M. best rated A- or better. The amount of the bond must be equal to 100% percent of the contract sum. The bond must be maintained throughout the term of this Agreement. The Contractor must deliver the bond to the District prior to beginning any work, but no later than seven calendar days after execution of the Contract or within 15 calendar days of the award of the bid.

13. Safeguarding Information: Neither the Contractor nor the District will use or disclose any information concerning this Agreement for any purpose which is prohibited by Federal and State statutes and/or regulations.

14. Warranty: The Contractor warrants to the District that materials and equipment furnished pursuant to this Agreement will be new and of best quality. The Contractor further warrants that all worked performed pursuant to this Agreement will conform to the requirements and specifications set forth in the Bid

Documents (the Bid Documents are hereby incorporated into the Contract (copy attached)) and will be free from deviations or defects. The Contractor warrants all labor, equipment and material for the periods set forth in the Bid Documents and to perform any corrective work or to install new replacement material or equipment if required without cost to the District.

15. Termination:

A. This Agreement may be terminated “for cause” upon the occurrence of any of the following events:

(1) Immediately upon the District delivering written notice to the Contractor of a breach by the Contractor of any of the policies, rules and regulations of the District relating to the health or safety of District residents or employees;

(2) Immediately upon the Contractor’s breach of its obligations to provide the required insurance coverage;

(3) Immediately upon the Contractor’s breach of any of its obligations under, or violation of, any applicable federal, state, or local law, regulation, requirement or ordinance; or

(4) Fifteen calendar days after the Contractor has received written notice from the District that it has breached any of its other obligations hereunder, unless within such 15 calendar-day period the Contractor cures such breach to the District’s satisfaction.

Upon termination of this Agreement “for cause”, the Contractor is not entitled to any payments hereunder.

B. This Agreement is automatically terminated upon the filing of a voluntary petition in bankruptcy or an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or state law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the Contractor which is not dismissed within 60 calendar days of filing. Upon termination of this Agreement pursuant to this subparagraph B, the Contractor is not entitled to any further payments hereunder.

C. This Agreement may be terminated by the District for convenience upon 30 calendar days written notice to the Contractor, at any time. Upon termination of this Agreement for convenience by the District, the Contractor is entitled to receive all sums due, accrued and unpaid as of the date of termination.

D. In the event of termination for any reason, all reports, services and products due to the District must be completed by the Contractor and delivered to the District within 30 calendar days of the termination date.

16. Notices: Any notices required or permitted to be given under the terms of this Agreement must be in writing and either personally delivered or sent by national recognized overnight carrier:

To the Contractor:

Address Set Forth
On the Bid

To the District:

Hauppauge Union Free School District
495 Hoffman Lane
Hauppauge, NY 11788-2836
Attention: Assistant Superintendent for
Business and Operations

With a copy to:

Lamb & Barnosky, LLP
534 Broadhollow Road, Suite 210
P.O. Box 9034
Melville, New York 11747
Attention: Eugene R. Barnosky, Esq.

17. Entire Agreement: This Agreement contains the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations, written or oral, by and between the parties.

18. Modification: This Agreement may not be changed orally, but only by an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

19. Governing Law, Choice of Forum and Waiver of Jury Trial: This Agreement is subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in a New York State Court in Suffolk County, New York. The parties each waive trial by jury in any action concerning this Agreement.

20. No Assignment: The Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its rights, title, or interest in this Agreement, or its power to execute this Agreement to any other person or corporation without the previous consent in writing from the District.

21. Third-Party Beneficiaries: There are no third-party beneficiaries of or in this Agreement or any of the terms or provisions hereof or any of the rights, privileges, duties, liabilities or obligations created hereby.

22. Negotiated Agreement: This is a negotiated agreement, and this Agreement will not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

23. Iran Divestment Act of 2012: By signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

24. District's Policies/Authority: The Contractor certifies that it has reviewed and is familiar with the policies, rules and regulations of the District including, but not limited to, the District's anti-harassment and anti-discrimination policies and regulations and the District's Code of Conduct (collectively, "the Policies"). The Contractor will ensure that its employees, representatives, agents and subcontractors and any other person providing services or present on District property pursuant to this Agreement (collectively, "Contractor's Service Providers") review and become familiar with the Policies. Copies of the Policies are available at <http://www.hauppauge.k12.ny.us/domain/602>. The Contractor agrees that it will comply with the Policies and will cause Contractor's Service Providers to do the same.

THE CONTRACTOR HEREBY CONFIRMS THAT IT HAS IMPLEMENTED A WRITTEN ANTI-SEXUAL HARASSMENT POLICY THAT MEETS OR EXCEEDS THE REQUIREMENTS OF NEW YORK LABOR LAW SECTION 201-G AND THAT ANNUAL TRAINING REGARDING THIS POLICY IS AND WILL BE PROVIDED TO ALL OF ITS EMPLOYEES CONSISTENT WITH LAW.

Any allegation that the Contractor or one of Contractor's Service Providers has been subjected to harassment or discrimination while providing services or while present on District property pursuant to this Agreement must be reported immediately to the Deputy Superintendent (or to the Superintendent if the Deputy Superintendent is the subject of the allegation or concern). The Contractor confirms that it has notified the Contractor's Service Providers of this requirement.

The Contractor will carry out the orders, directions and policies conveyed by the District from time to time either orally or in writing, provided, however, that the

Contractor will determine the manner of carrying out the Contractor's professional duties hereunder consistent with the Contractor's status as an independent contractor.

REFERENCE FORM

(Submit this form with your BID)

Bidders must include with their bid, a minimum of three (3) references where the Bidder is providing or has provided similar products/services to the products/services described herein. References must include contact names and telephone numbers. Proposers must also demonstrate that the individual or entity or at least one principal in an entity has been providing the necessary equipment/services for a minimum of three (3) years. Failure to include this information with your bid may result in the BID's rejection.

Reference (Name & Company)

Telephone Number

1. _____

2. _____

3. _____

4. _____

5. _____



BID PROPOSAL FORM

**Hauppauge Union Free School District
Office of Business and Operations**

Please state the cost below for all of the equipment and services specified in section 4 including shipping cost to Hauppauge NY.

Item 1 - Computer numerical controlled (CNC) plasma cutter _____

Item 2 - Computer numerical controlled (CNC) router _____

Item 3 - Tabletop computer-numerical controlled router _____

Item 4 - Carbon dioxide computer numerical controlled (CNC) laser cutter _____

**Please also state the per hour cost for each additional hour of training on the equipment
\$ _____ per hour**

Contact Details

(Please submit with your BID)

1.	Company name			
2.	Address			
3.	Telephone number			
4.	Fax number			
5.	Contact person			
6.	Position in Company			
7.	Email address			
8.	Website (if applicable)			
9.	Number of employees	Full time _____	Part Time _____	

HAUPPAUGE UNION FREE SCHOOL DISTRICT
NON-COLLUSIVE BIDDING CERTIFICATION

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.”

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 therefor. 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 of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

If this is submitted by a corporate entity, the corporate entity shall be deemed to have been authorized by the board of directors (or comparable entity) of the bidder, and such authorization shall be deemed to include the signing and submission of this bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporate entity.

Name of Bidder: _____ (Print)

_____ (Signature)

_____ (Print Name)

_____ (Print Title)

Date: _____

CERTIFICATION - IRAN DIVESTMENT ACT OF 2012

By submission of this bid, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that each Proposer and each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

If this is submitted by a corporate entity, the corporate entity shall be deemed to have been authorized by the board of directors (or comparable entity) of the bidder, and such authorization shall be deemed to include the signing and submission of this bid and the inclusion therein of this certification as the act and deed of the corporate entity.

Name of Bidder: _____ (Print)

_____ (Signature)

_____ (Print Name)

_____ (Print Title)

Date: _____

HAUPPUAGE UNION FREE SCHOOL DISTRICT
CERTIFICATION REGARDING WORKPLACE SEXUAL HARASSMENT/TRAINING

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

If this is submitted by a corporate entity, the certification shall be deemed to have been authorized by the board of directors (or comparable entity) of the bidder, and such authorization shall be deemed to include the signing and submission of this bid and the inclusion therein of this certification as the act and deed of the corporate entity.

Name of Bidder: _____ (Print)

_____ (Signature)

_____ (Print Name)

_____ (Print Title)

Date: _____

Insurance Certification

Hauppauge Union Free School District

Bid-Technology Products

Your insurance representative must complete the form below in order for you to be considered for the award of this bid, and it is important that you complete the Bidder's Acknowledgement section of this form. Please note that a certificate of insurance showing your current insurance must accompany your bid submission in order for your bid to be considered.

Insurance Representative's Acknowledgment:

We have reviewed the insurance requirements set forth in the Bid Documents (including any Addenda thereto) and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Insurance Representative: _____

Address: _____

Are you an agent for the companies providing the coverage:

Yes ____ No ____

Date: _____

Insurance Representative