

Bidder's Name: _____

SPECIFICATIONS AND BID FORM

FOR: BID #15-19 ELECTRONIC DIGITAL SCOREBOARDS

DATE: FRIDAY, OCTOBER 12, 2018

TIME: 2:00 PM

BOARD OF EDUCATION OF LAKELAND CENTRAL SCHOOL DISTRICT
OF SHRUB OAK, NEW YORK

If you need further information please contact:

Lisa Garland lgarland@lakelandschools.org or 914-603-9020

BID TO BE OPENED IN THE BUSINESS OFFICE AT

LAKELAND CENTRAL SCHOOL DISTRICT
1086 E. Main St.
Shrub Oak, New York 10588

**BID MUST BE SUBMITTED IN A: SEALED ENVELOPE PLAINLY MARKED WITH THE
BID #, BID TITLE AND BID OPENING DATE**

Please confirm AM delivery schedule with the carrier of your choice.

**LAKELAND CENTRAL SCHOOL DISTRICT
SHRUB OAK, NY**

BID #15-19 ELECTRONIC DIGITAL SCOREBOARDS

BID OPENING: FRIDAY, OCTOBER 12, 2018 @ 2:00 P.M.

Bidder shall provide and install (2) Electronic Digital Scoreboards (1 per each location) per the specifications listed:

**Lakeland High School
1349 E. Main Street
Shrub Oak, NY 10588**

**Walter Panas High School
300 Croton Avenue
Cortlandt Manor, NY 10567**

SPECIFICATIONS:

- (2) Watchfire (or equal) Electronic Digital Scoreboards w/4G broadband wireless
- New headers with flat cut graphics & performance vinyl copy to be installed on framing or panel (see attached example)
- Team Names – 8x40 Electronic 11”
- Mounted on existing steel beams
- Size: 7’ 6”H x 20’ 3”W
- Color: RED
- Electrical Service: 120v – 604 watts
- Controller Case
- Hand switches/controllers
- Must include minimum 5 year parts warranty/3 year labor warranty
- Set up and basic training for staff upon install
- Deluxe horn
- Removal and disposal of two existing signs

****Please direct any questions to Mr. Daniel Belfi, Director of Athletics, 914-603-9125 or 914-603-9226.**

SPECIAL INSTRUCTIONS:

- **BIDDER MUST PROVIDE ALL SPECIFICATIONS FOR MAKE & MODEL OF EQUIPMENT**
- **BIDDER MUST PROVIDE EQUIPMENT WARRANTY COVERAGE, AS WELL AS ON-SITE LABOR COVERAGE**
- **MUST INCLUDE REMOVAL & DISPOSAL OF EXISTING SIGN BOARD**
- **BIDDER MUST PROVIDE PREVAILING WAGES PRIOR TO PAYMENT**

BID #15-19 ELECTRONIC DIGITAL SCOREBOARDS
BID OPENING: FRIDAY, OCTOBER 12, 2018 @2:00 P.M.

BID FORM

MODEL #	MODEL DESCRIPTION	QTY	UNIT PRICE
	Option: Decorative post to cover existing steel beams		
	Installation		
	Total Equipment & Install		



LAKELAND CENTRAL SCHOOL DISTRICT
Shrub Oak, New York

NOTICE TO BIDDERS

INDEX

Articles:

1. Deposit of Bids
2. Bidder's Knowledge of Specifications Presumed
3. Equivalent Materials
4. Bid Opening and Awards; Bid Irrevocable
5. Form of Bid
6. Mistake in Bid; Clerical Error
7. Award of Contract
8. Contract-How Created-Documents Comprising Contract (Single Shipment)
9. Contract-How Created-Documents Comprising Contract (Two or More Shipments)
10. Correlation of Documents-Conflicts Therein
11. Damage to Property of the School District
12. Payment-Bidder to State Discount
13. Exemption from Certain taxes
14. Samples-Except Where Specifications Otherwise State
15. Board May Order Items Within 10%
16. Delivery
17. Guarantees
18. Conflicts Between "Notice to Bidders" and "Specifications"

Index Cont.

19. Compliance With Title IX Regulations

20. Material Safety Data Sheet

21. Delivery Instructions

22. Safety Program, Licenses and Permits

23. Prevailing Wage Rate

24. Insurance

BOARD OF EDUCATION
LAKELAND CENTRAL SCHOOL DISTRICT
SHRUB OAK, NEW YORK

BIDDER CERTIFICATION/PIGGYBACKING

NAME OF BIDDER _____

ADDRESS _____

TELEPHONE NUMBER _____ DATE OF BID _____

The above-mentioned bidder declares and certifies:

FIRST. That the said bidder is of lawful age and the only one interested in this bid, and that no one other than said bidder has any interest herein.

SECOND. That the bid herein has been arrived at independently, and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type herein described, and that vendor's bid has not been communicated by him or, to his best knowledge and belief, by any of his employees and agents to any person not an employee, agent, or surety of the vendor.

THIRD. That no member of the Board of Education of Lakeland Central Schools, Town of Yorktown, County of Westchester, nor any officer or employee or person whose salary is payable in whole or part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or service to which it relates, or in any portion of the profits thereof.

FOURTH. That said bidder has carefully examined the instructions to bidders, schedules and specifications prepared under the direction of the Board of Education and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all the materials, supplies, apparatus, goods, ware, merchandise, services or labor for which this bid is made.

FIFTH. That the prices quoted herein are net and exclusive of all federal, state, and municipal sales and excise taxes.

SIXTH. That said bidder is in full compliance with Title IX, Education Amendments of 1972, as stated in Article 19 of this document.

SEVENTH. That the net price for supplying, as per the attached specifications shall be \$ _____
For single items only

Bidder Certification Con't.

EIGHTH. PIGGYBACKING: The contractor acknowledges that, pursuant to New York General Municipal Law Section 103 (16), the Lakeland Central School District intends to allow all political subdivisions in the State of New York to participate in the contract. These political subdivisions include, but are not limited to local governments (villages, town, etc.), public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. Such political subdivisions shall participate in this contract by entering into their own separate contracts with the contractor that are based upon, incorporate and honor the terms, conditions, specifications and prices of this bid and contract.

Please initial one of the following:

I agree to participate in Piggybacking _____

I do not wish to participate in Piggybacking _____

(Person, Firm, or Corporation)

(Authorized Signature)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the New York State Education Department (AGENCY) receive information that a person is in violation of the above-referenced certification, AGENCY will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then AGENCY shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

AGENCY reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: : _____

ARTICLE 1: RECEIPT OF BIDS:

All bids received after the designated time stated will not be considered and will be returned to the bidder unopened. Bidder Certification Must be Signed.

The bidder assumes the risk of any delay in the mail or in mail handling by employees of the Lakeland Central School District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time in the Business Office of the LAKELAND CENTRAL SCHOOL DISTRICT DELIVERED TO THE ADMINISTRATION BUILDING, 1086 E. MAIN STREET, SHRUB OAK, NY 10588 – ATTN: BUSINESS OFFICE. It is the bidder's responsibility to confirm the delivery schedule with the carrier of their choice.

ARTICLE 2 BIDDER'S KNOWLEDGE OF SPECIFICATIONS PRESUMED

The submission of a bid will be construed as an indication that the bidder is fully informed as to the extent and character of the supplies, materials, equipment and/or services required and a representation that the bidder can furnish the supplies, materials equipment and/or services satisfactorily in complete compliance with the specifications without any extras.

ARTICLE 3 EQUIVALENT MATERIALS

When any particular catalog number or brand of article is specified, it is to be regarded as a standard. Any other article of equal quality, furnish, design, workmanship, durability, efficiency and economy of operation, and suitability for purpose intended, in the opinion of the Purchasing Agent will be accepted. However, IF THE BIDDER OFFERS A SUBSTITUTE FOR THE BRAND SPECIFIED, HE SHALL SO INDICATE IN HIS OFFER. UNLESS HE SO INDICATES, IT SHALL BE CONCLUSIVELY PRESUMED THAT HE WILL FURNISH THE BRAND SPECIFIED. No exemptions.

ARTICLE 4 BID OPENINGS AND AWARDS: BID IRREVOCABLE

The bids will be opened publicly and read aloud after the time named for the receipt of bids, and shall thereafter be irrevocable for a period of sixty days. The right is reserved to award bids on individual items or on total sum bids whichever will be for the owner's benefit. The award of contract, if at all, shall be made as soon after bid opening as practicable. Also reserved is the right to reject all bids and to re-advertise.

ARTICLE 5 FORM OF BID

Each bid must be made upon the Bid Proposal sheet, sealed within a standard opaque envelope marked "BID ENCLOSED" with the name and address of the bidder and a summary description of the supplies, materials, equipment and/or services to which the enclosed bid relates, or the bid number.

ARTICLE 6 MISTAKES IN BID: CLERICAL ERROR

In the event of an obvious clerical error in a bid, which appears on its face, such as the failure to multiply properly the number of units by the unit price, the bid may be rejected. If a bid is accepted and a contract awarded thereon, then a plea of mistake in such accepted bid shall not be available to the contractor as a defense to any action based upon the contract resulting from the acceptance of his bid.

ARTICLE 7 AWARD OF CONTRACT

A. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, THE RIGHT TO AWARD BIDS ON INDIVIDUAL ITEMS OR ON TOTAL SUMS, WHICHEVER WILL BE FOR THE OWNER'S BENEFIT.

SPECIAL INSTRUCTIONS FOR CAFETERIA BID:

The Cafeteria Food/Non-Food & Supplies bid is divided into nine sections and will be awarded separately. Sections one (milk) and two (bakery) will be awarded as a total sum of all items. Section nine (ice cream) is divided into two groups and will be awarded to the lowest bidder meeting specifications of both groups (vendors must bid on both groups). All other sections (three, four, five, six, seven, and eight) will be awarded on individual items or a total sum of all items, whichever is in the district's best interest.

B. The right is reserved to reject all bids or any alternate bids whenever the owner deems it is in its interests to do so. The owner may waive any informality in a bid. The contract will be awarded, if at all, to the lowest responsible bidder as determined in accordance with the provisions of law. In determining whether a bidder is responsible, the financial responsibility of the bidder shall not be the sole criterion. The owner is equally concerned with the proved and probable ability of the bidder to satisfactorily perform his contract so that the supplies, materials, equipment and/or services will be delivered on time and in accordance with the specifications.

ARTICLE 8 CONTRACT-HOW CREATED-DOCUMENTS COMPRISING CONTRACT (SINGLE SHIPMENT)

Where the supplies, materials, equipment and/or services are not to be delivered over an extended period of time, the notification of the successful bidder of the award of the bid to him will be deemed an acceptance by the owner of the offer of such bidder to furnish immediately the supplies, materials, equipment and/or services set forth in his bid offer. The contract documents shall consist of the following:

1. "Notice to Bidders"
2. The "Specifications"
3. The "Bid Proposal"
4. The "Notification of Award of Contract"

ARTICLE 9 CONTRACT-HOW CREATED-DOCUMENTS COMPRISING CONTRACT (TWO OR MORE) SHIPMENTS

If the supplies, materials, equipment and/or services are to be delivered over an extended period of time or if the specifications so state, then the bidder whose bid has been accepted, may be required to execute an agreement in relation to the performance of his contract, such agreement to be executed by the bidder within 15 days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business within the State of New York and must be satisfactory to the attorney for the owner. The performance bond shall be executed by the contractor and the Board.

ARTICLE 10 CORRELATION OF DOCUMENTS: CONFLICTS THEREIN

In case of any ambiguity, inconsistency, or error in any of the Contract Documents, or of a conflict between the provision of a Contract Document and provisions of a State Law or regulation, the bidder is required to draw such matter to the attention of the Purchasing Agent before he submits his bid. If the bidder fails to do so, his bid will be construed and conclusively presumed to have been based upon the interpretation of such ambiguity or inconsistency which may subsequently be given by the Purchasing Agent.

ARTICLE 11 DAMAGE TO PROPERTY OF THE BOARD

The Contractor shall repair or replace to the satisfaction of the owner any or all damage done to the buildings or their contents as a result of negligence in the delivery of any supplies, materials, equipment and/or services, or resulting from defective equipment, material, equipment and/or services furnished by such contractor.

ARTICLE 12 PAYMENT-BIDDERS TO STATE DISCOUNT

A. Payment will be made after presentation of properly executed claim form, which must be submitted subsequent to delivery. Unless specifications indicate otherwise, the bidder shall state discount which will be allowed, if payment is made within 30 days after presentation of voucher showing delivery.

B. Except where specifications state otherwise, the discount offer by bidders will be taken into consideration in determining who the lowest bidder is.

ARTICLE 13 EXEMPTION FROM CERTAIN TAXES

Purchases by political subdivisions of the State of New York are not subject to any Sales or Federal Excise Tax. School district purchase orders are satisfactory evidence of exemption from Sales and Excise Taxes. There is no exemption, however, for social security, unemployment insurance, and like taxes.

ARTICLE 14 SAMPLES-EXCEPT WHERE SPECIFICATIONS OTHERWISE STATED

The right is reserved to require any bidder to submit a sample either before or after the awarding of the bid to ascertain whether or not the product will be suitable for the purpose for which it is to be used. If sample submitted after award of contract is not deemed suitable, the right is reserved to cancel the contract.

ARTICLE 15 QUANTITIES ORDERED

The quantities listed in the bid specifications are estimated. The Board reserves the right to order quantities as are required by the school district.

ARTICLE 16 DELIVERIES

THE SUCCESSFUL BIDDER SHALL PAY ALL FREIGHT AND DELIVERY CHARGES. THE SUCCESSFUL BIDDER SHALL BE RESPONSIBLE FOR DELIVERY, TO THE PLACE SET FORTH IN THE SPECIFICATIONS WITHIN 5 DAYS OF RECEIPT OF THE PURCHASE ORDER UNLESS OTHERWISE SPECIFIED. All damaged merchandise or merchandise which does not comply with the specifications will not be accepted and title thereto will not vest in the owner until such merchandise is accepted. The successful bidder must replace without cost such damaged merchandise or merchandise which does not comply with the specifications before payment. Delivery hours are from 6 AM – 2 PM See article 21 for Custodial, Electrical, Plumbing and Paint Bid terms.

ARTICLE 17 GUARANTEES

FURNITURE, EQUIPMENT, AND SIMILAR DURABLE ITEMS SHALL BE GUARANTEED BY THE MANUFACTURER FOR A PERIOD OF NOT LESS THAN ONE YEAR, unless specifications state otherwise. Any such merchandise provided under the contract, which is or becomes defective during the guarantee period shall be replaced by the contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement). The contractor shall make any such replacement immediately upon receiving notice from the Purchasing Agent.

ARTICLE 18 CONFLICTS BETWEEN “NOTICE TO BIDDERS” AND “SPECIFICATIONS:

Should there appear to be any conflict between "Notice to Bidders" and "Specifications" or any question of interpretation arising from same, the "Specifications" shall take precedence over "Notice to Bidders".

ARTICLE 19 COMPLIANCE WITH TITLE IX REGULATIONS

In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the Lakeland Central School District of Shrub Oak, requires any person, organization, group or other entity with which it contracts, sub-contracts or otherwise arranges to provide services or benefits (including bids) to comply fully with Title IX. TITLE IX STATES THAT: NO PERSON SHALL, ON THE BASIS OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.

ARTICLE 20 MATERIAL SAFETY DATA SHEETS

MSDS-OSHA FORM 20 MUST BE RECEIVED WITH BID or PRIOR TO PAYMENT FOR ANY ITEM CONTAINING HAZARDOUS MATERIALS.

ARTICLE 21 CUSTODIAL, ELECTRICAL, PLUMBING AND PAINT BIDS

Merchandise for the above mentioned bids is on an as need basis. Supplies will be called in or faxed to the vendor who is awarded, with an expected turn around time of 5 days. Each bidder will specify whether pick up or delivery service of said merchandise is available at the time of order. If delivery is not within the terms of the bid specifications or a delivery date can not be agreed upon, Lakeland CSD has the right to obtain the merchandise from the next lowest bidder.

ARTICLE 22

CONTRACTORS WILL PROVIDE COPIES OF THEIR SAFETY PROGRAM

All Licenses and permits that are applicable to Bid will be submitted at the request of Lakeland CSD.

ARTICLE 23 PREVAILING WAGE RATE APPLICABLE TO BID SUBMISSIONS

A copy of the applicable prevailing wage rates to be paid or provided is annexed to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified

ARTICLE 24 INSURANCE:

INSURANCE FOR CONTRACTORS:

The contractor shall purchase and maintain insurances listed herein during the term of the contract. This insurance must be purchased from a New York Licensed; A.M. Best rated "A" or "A+" carrier. The School District, with the exception of Worker's Compensation and Employers Liability Insurance, will be named additional insured.

At least ten (10) working days prior to the commencement of the work, the contractor and all sub-contractors shall submit to the School District, a Certificate of Insurance coverage as required by these documents. The standard Accord Form of Certificate of Insurance or Insurance Carrier Certificate will be accepted for Worker's Compensation, employer's liability and statutory State Disability.

All Certificates of Insurance must be signed by a licensed agent or authorized representative of the insurance carrier. A Broker's signature is not acceptable.

The certificate will be issued to the School District with a provision that in the event the policies are either cancelled or diminished, at least 30 days prior notice thereof shall be given to the School District.

The successful bidder or Sub-contractors shall not commence work under this contract until the successful bidder has obtained all insurance required under this section and the School District has approved such insurance. The successful bidder shall require subcontractor(s) to provide all of the requirements of this section before any work is to commence.

Further, Contractor shall require all Sub-contractors to carry similar insurance coverage's and limits of liability as set forth above and adjusted to the nature of the Sub-contractor's operations and submit name to School District for approval prior to start of any work.

In the event Contractor fails to obtain the required certificates of insurance from Sub-contractors and a claim is made or suffered, the Contractors shall indemnify, defend and hold harmless the School District, the Board of Education and their employees from any and all claims for which the required insurance would have provided coverage.

This indemnity obligation is in addition to any other indemnity obligation provided in the contract.

Coverages, whether written on an occurrence or "claims made basis", shall be maintained without interruption from the date of commencement of the work until the date of final payment and termination of any coverage required to be maintained after the final payment.

Contractor assumes all responsibility for the safety and keeping of all tools and equipment and any materials and products used to complete or perform work. The Contractor waives all rights against the School District, the Board of Education, their employees and agents for any loss or damage to any such tools, equipment or any material or products used to complete or perform the work. The Contractor shall require similar waivers in favor of the above named parties from all Subcontractors, agents and employees of any of them. The insurance required by this article shall be written for not less than the following, or greater if required by governing laws:

1. General Liability	(Occurrence Form)
\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products/Complete Operations
\$1,000,000	Personal & Adv. Injury
\$1,000,000	Occurrence
\$50,000	Fire Damage
\$5,000	Medical Examination

Coverage to include Broad Form Property Damage, Contractual Liability, Independent Contractors and Personal Injury. No exclusion for XCU or hazards shall be endorsed to the Policy.

2. Auto Liability to cover all vehicles; or owned, hired, leased and non-owned vehicles.

\$1,000.00	Combined Single Limit or
\$500,000	Bodily Injury (per person)
\$1,000,000	Bodily Injury (per accident)
\$500,000	Property Damage
\$5,000	Medical Payments

3. Excess Liability: Insurance is to cover all stated insurance coverage's listed within this article:

\$2,000,000	Each Occurrence
\$2,000,000	Aggregate
\$10,000	Retention (Maximum)

4. Worker's Compensation

Statutory	Part A
Employees Liability	Part B
\$500,000	Each Accident
\$1,000,000	Disease Policy Limit
\$500,000	Disease Each Employee

All limits carried in excess of the above amounts must be shown on the Certificate of Insurance, and all parties listed above must be added as additional insured for all limits so carried. Proposer must provide an ISO Additional Insured Endorsement CG 20 10 11 85 or equivalent.

INSURANCE FOR VENDORS:

INSURANCE REQUIREMENTS

1. Workers compensation and NYS Disability

Coverage:	Statutory
Extensions:	Voluntary Compensation All states coverage employers Employers Liability - unlimited
NYS Disability Insurance:	All states coverage Statutory limits and coverages

2. Commercial General and Umbrella Liability Coverage

Occurrence using ISO occurrence form CG 20 10 11 85 or equivalent

Limits per project:

Each Occurrence - \$1,000,000.00
General Aggregate -\$ 2,000,000.00
Product - Completed/Operations - \$1,000,000.00
Personal & Advertising Injury - \$1,000,000.00
Fire Damage (any one fire) - \$50,000.00
Medical Expenses (any one person) - \$10,000.00
Umbrella - \$10,000,000.00. On a follow form basis, excess to the Commercial General and Automobile Liability policies.

3. Automobile Liability: \$1,000,000.00 per accident (all Vehicles hired or non-hired)

B. The insurance required to be procured by the successful bidder shall be purchased from and maintained by an insurance carrier licensed to do business in the State of New York, with an A.M. Best rating of "secured" or better. The Contractor must submit the Certificate of insurance to the School District for approval prior to the commencement of any work.

C. All insurance coverage to be provided by the successful bidder shall name the School District as an additional insured on the policy. Additionally, the insurance coverage to be provided by the successful bidder shall state that the successful bidder's coverage shall be the primary coverage for the successful bidder's work.

D. In the event that any of the insurance coverage to be provided by the successful bidder to the School District contains a deductible or self-insured retention, or the insurance provided by the School District contains a deductible, the successful bidder shall indemnify and hold the School district harmless from the payment of such deductible, which deductible or a self-insured retention maintained by the successful bidder, shall in all circumstances remain the sole obligation and expense of the successful bidder.

E. The successful bidder acknowledges that its failure to obtain or keep current the insurance coverage required shall constitute a material breach of contract and subjects the successful bidder to liability for damages, including but not limited to direct, indirect, consequential, special and such other damages the School District sustains as a result of such breach. In addition, the successful bidder shall be responsible for the indemnification to the School District of any and all costs associated with such lapse in coverage, including but not limited to reasonable attorney's fees.

F. The successful bidder assumes responsibility for all injury or destruction of its materials, tools, machinery, equipment, appliances, shoring, scaffolding, false and form work, and personal property of the successful bidder's employees from whatever cause arises. Any policy of insurance secured covering the successful bidder or subcontractors leased or hired by them and any policy of insurance covering the successful bidder or subcontractors leased or hired by them and any policy of insurance covering the successful bidder or subcontractors against physical loss or damage to such property shall include an endorsement waiving the right of subrogation against the School District for any loss or damage to such property.

G. The School District in good faith may adjust and settle a loss with the successful bidder's insurance carrier.

H. The School District and successful bidder waive all rights against each other and any of their subcontractors, sub-contractors, agents and employees for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any insurance policy procured or other property insurance applicable to the successful bidder's work.

A copy of the awarded vendor's Certificate of Insurance, naming the Lakeland Central School District as additionally insured must be on file prior to beginning service.