

**WHITE PLAINS CITY SCHOOL DISTRICT
5 HOMESIDE LANE
WHITE PLAINS, NEW YORK 10605**

**LABOR AND MATERIAL CONTRACT FOR:
BID #F2020-53: Repair, Maintenance, Installation of
Interior & Exterior Doors, Frames & Hardware - Districtwide**

CHURCH STREET SCHOOL
RIDGEWAY SCHOOL
HIGH SCHOOL
EDUCATION HOUSE

GEORGE WASHINGTON SCHOOL
HIGHLANDS MIDDLE SCHOOL
ROCHAMBEAU SCHOOL

MAMARONECK AVE SCHOOL
EASTVIEW MIDDLE SCHOOL
DAMMANN HOUSE

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BOARD OF EDUCATION
WHITE PLAINS CITY SCHOOL DISTRICT
5 HOMESIDE LANE, WHITE PLAINS, NEW YORK 10605
WESTCHESTER COUNTY

NOTICE TO BIDDERS

The Board of Education of the White Plains City School District, White Plains, New York, popularly known as White Plains School District, in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids from reputable and qualified contractors for the provision of labor and materials for the following contract applicable to all properties owned and/or operated by the White Plains School District ("School District"):

**BID #F2020-53: Repair, Maintenance, Installation of
Interior & Exterior Doors, Frames & Hardware - Districtwide**

CHURCH STREET SCHOOL	GEORGE WASHINGTON SCHOOL	MAMARONECK AVE SCHOOL
RIDGEWAY SCHOOL	HIGHLANDS MIDDLE SCHOOL	EASTVIEW MIDDLE SCHOOL
HIGH SCHOOL	ROCHAMBEAU SCHOOL	DAMMANN HOUSE
EDUCATION HOUSE		

Tuesday, May 19, 2020 – 1:00 PM

Bids for Bid #F2020-53: Repair, Maintenance, Installation of Interior & Exterior Doors, Frames & Hardware-Districtwide for the term of July 1, 2020 through June 30, 2021 will be received until the above stated hour of prevailing time and date at the Business Office, 5 Homeside Lane, White Plains, New York, at which time and place all bids will be publicly opened. The Bid Documents, including but not limited to Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications and bid forms must be obtained by going online at <https://www.whiteplainspublicschools.org/Page/19996> or <http://www.bidnetdirect.com>. Only those vendors who obtain bidding documents from <http://www.bidnetdirect.com> or <https://whiteplainspublicschools.org/Page/19996> are guaranteed to receive addendum information, if such is issued. If you obtained documents from a source other than the <http://www.bidnetdirect.com> or <https://whiteplainspublicschools.org/Page/19996>, the School District will not guarantee the integrity of the document.

Bids must be presented on the forms provided in the Bid Documents in the manner designated therein and as required by the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, and Specifications. **Each bid must be accompanied by bid security in the amount of \$500.00.** The bid security should be either a bid bond or certified company check, or bank check made payable to the White Plains Board of Education. All bids must be enclosed in sealed, opaque envelopes which are clearly marked on the outside: **Bid #F2020-53 Repair, Maintenance and Installation of Interior & Exterior Door & Frames & Hardware – Districtwide.** Bids shall remain firm for a period of forty-five (45) days following the date of the bid opening.

In light of the COVID-19 pandemic and the related prohibitions on gatherings of individuals of any size for any reason, it is anticipated that in-person attendance to the bid opening will not be permitted. If in-person attendance is not permitted at the bid opening, the bid opening will be recorded and streamed live online. If social distancing measures are still recommended by the CDC at the time of the bid opening, a website address to view the bid opening live will be provided in an addendum to the bid documents.

The Board of Education reserves the right to waive what it deems to be informalities relating to a specific bid, to waive what it deems to be informalities relating to the bidding process, to waive what it deems to be technical defects, irregularities and omissions relating to a specific bid, to request additional information from any bidder, to re-advertise and invite new bids, to reject any or all bids, to accept the whole or part of any bid or to accept parts of bids from more than one bidder which, in the Board of Education's judgment, is in the best interest of the School District.

The Board of Education reserves the right to consider experience, service and reputation in the above-referenced fields. In addition, the Board of Education reserves the right to consider the financial responsibility and specific qualifications, as set out herein, of the prospective bidder in its evaluation of the bids and award of the contracts.

BOARD OF EDUCATION
WHITE PLAINS CITY SCHOOL DISTRICT
District Office
5 Homeside Lane
White Plains, New York 10605
By: Toni Russo, Purchasing Agent

INSTRUCTIONS TO BIDDERS

1. Carefully inspect all general and special provisions of the Bid Documents.
2. Complete all forms. Be sure to sign in all required places. It is the bidder's responsibility to copy all documents that are to be returned with the bid (see Bidder's Checklist – page 27).
3. All materials submitted to the School District pursuant to this bid shall become the property of the School District and will not be returned to the bidder. The bidder is responsible for making its own copies of any or all parts of the Bid Documents for its files. After a contract is awarded or one or more bids are rejected, bids may be made available upon request pursuant to the Freedom of Information Law ("FOIL") for public inspection, except to the extent that certain personally identifiable information may be redacted as an invasion of personal privacy or the bidder has designated and the School District concurs that certain information constitutes a trade secret or other proprietary information or data. If a bidder believes that a portion of its proposal contains trade secrets or other proprietary data that should remain confidential and not be disclosed, a statement advising the School District of this fact shall accompany the bid and the information is to be identified wherever it appears. Identifying an entire bid as proprietary is unacceptable and will result in no part of the bid being treated as containing a trade secret or other proprietary information or data.
4. Bids must be presented in a sealed, opaque envelope(s) addressed as follows:

Board of Education
White Plains City School District
5 Homeside Lane
White Plains, New York 10605
Attn: Toni Russo, Purchasing Agent

**Bid #F2020-53: Repair, Maintenance, Installation of
Interior & Exterior Doors, Frames & Hardware -
Districtwide**

5. Bids shall remain open for a period of forty-five (45) days following the date of the bid opening.
6. Bids will be received until **1:00 p.m. on May 19, 2020** at the White Plains City School District, White Plains, New York. All bids will be publicly opened at the above-stated time at the School District's Business Office located at 5 Homeside Lane, White Plains, New York.
7. The bidder to whom a contract is awarded must comply with all New York State Labor Laws, including compliance with the current prevailing wage rates. All invoices must be accompanied by certified payrolls in order for payments to be processed.
8. The School District reserves the right to waive Performance and Payment Bonds as stipulated in #39 of Specifications are waived for the contract intended to be awarded. Should the School District require a performance bond, said performance bond must be received prior to the commencement of work.

BIDDING PROCEDURE AND REQUIREMENTS

1. The date and time of bid opening will be given in the Notice to Bidders and Instruction to Bidders.
2. Bidders shall be responsible for visiting the respective sites to fully familiarize themselves with the scope of work required under the contract intended to be awarded.
3. All bids must be submitted on and in accordance with the forms included in the Bid Documents. See Checklist on page 27.
4. Where so indicated by the makeup of the Bid Form(s), sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words will govern.
5. A bidder shall not make any stipulations on the Bid Form(s) or qualify its Bid in any manner. No bid will be considered which purports to qualify, limit, amend or omit any requirement of the Bidding Documents.
6. A bid shall include the legal name of the bidder(s) and a statement whether the bidder(s) is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the bidder(s) to a contract. A bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed on the signature pages of each Bid Form. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the bidder.
7. Bidders will provide, along with the completed Bid Form(s), evidence demonstrating an ability to provide the requested services, including, if applicable, a list of any and all school districts of a similar size which the bidder(s) has served during the past five (5) years and a summary of their experience over at least five (5) years of successful completion of the services required herein in compliance with the applicable laws, rules and regulations of the State of New York.
8. Bidders will also provide the last three (3) years of audited financial statements.
9. Bidders must include a reference list, setting out the names of all school districts served by it with comparable services, and shall further set out the name and telephone number of each business official or other school district liaison/individual with knowledge of the comparable services provided by the bidder(s).
10. All information required in the Notice to Bidders, Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, Technical Specifications and Bid Form(s), in connection with each item against which a bid is submitted, must be provided to constitute a regular bid.
11. No alteration, erasure, or addition is to be made to the typewritten or printed matter. Any deviations from the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, or Technical Specifications will constitute sufficient grounds for rejection of a bid.

12. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written by hand in ink and the full name of the person who provided the signature shall be legibly printed below the signature. Facsimile, printed, or typewritten signatures are not acceptable. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature.
13. No charge will be allowed for federal, state, or municipal sales and excise taxes since the School District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
14. All bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his/her bid deposited on time at the place specified.
15. **THE BOARD OF EDUCATION RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS TO BE BIDDING OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC BID, TO WAIVE WHAT IT DEEMS TO BE INFORMALITIES RELATING TO THE BIDDING PROCESS, TO WAIVE WHAT IT DEEMS TO BE TECHNICAL DEFECTS, IRREGULARITIES AND OMISSIONS RELATING TO A SPECIFIC BID, TO REQUEST ADDITIONAL INFORMATION FROM ANY BIDDER, TO REJECT ANY AND ALL BIDS, TO RE-ADVERTISE AND INVITE NEW BIDS, OR TO ACCEPT THE WHOLE OR A PART OF A BID, OR TO ACCEPT PARTS OF BIDS FROM MORE THAN ONE BIDDER AS IN THE BOARD'S JUDGMENT, IS IN THE BEST INTEREST OF THE SCHOOL DISTRICT.**
16. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with these Bid Documents, including but not limited to the Bid Form(s), Specifications and Technical Specifications.
17. All bids must be sealed. They must be submitted either in plain opaque envelopes, or in those furnished by the School District. All bids must be addressed to the Board of Education, White Plains City School District, Attention: Toni Russo, Purchasing Agent. Bid envelopes must be clearly **marked Bid #F2020-53: Repair, Maintenance, Installation of Interior & Exterior Doors, Frames & Hardware – Districtwide.** Also, the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the Bids will become the property of the School District and will not be returned.
18. The contract to be awarded as a result of this solicitation of bids shall have a term of **July 1, 2020 through June 30, 2021**
19. Bidders shall submit their bids on the provided Bid Form(s). Bidder's prices shall include all costs associated with the work to be performed. Such costs shall include the necessary labor, equipment, materials, transportation and utensils to complete the work as required by the School District.

20. Each bidder awarded a contract shall be responsible for complying with all laws, rules, regulations, codes and/or ordinances that apply to the services to be rendered or the materials to be supplied.
21. Any bidder awarded a contract as a result of this solicitation of bids must comply with the prevailing wage rates that are applicable to the labor and services to be provided. All wages and supplements paid to laborers performing any work of a contract awarded as a result of this solicitation for bids shall be in accordance with the New York State Department of Labor Prevailing Wage Schedule, specifically "General Construction Rates" for Westchester County, Prevailing Wage Schedule# 2020004471. Prevailing Wage Rates are subject to change annually on July 1st. Any bidder awarded a contract is responsible to meet the wages as posted by NYSDOL July 1st every year.
22. The White Plains City School District shall have the unilateral option of extending or renewing the contract(s) awarded as a result of this solicitation of bids for two (2) consecutive additional periods of twelve (12) months, each upon the same terms and conditions as are contained in these Bid Documents. The School District each year will consider, upon request, an inflationary increase not to exceed the Consumer Price Index for December from the New York, Northeastern New Jersey area based upon index for all urban consumers (C.P.1-U). Said options shall be deemed to have been exercised upon formal written notification thirty (30) calendar days prior to the expiration of any contract awarded as a result of this solicitation for bids provided that the Purchasing Agent shall have given preliminary notice of the White Plains City School District's intention to renew at least sixty (60) calendar days before the awarded contract(s) is to expire. (Such a preliminary notice will not be deemed to commit the White Plains CSD to exercise the option.) If the White Plains City School District exercises the option for the first additional twelve (12) month period, the contract as renewed shall be deemed to include the option provision for the second additional twelve (12) month period. However, the total duration of the awarded contract, including any option(s) under this clause, shall not exceed thirty-six (36) months.
23. Each bid will be received with the understanding that its acceptance, in writing, by the School District, approved by the Board of Education, to furnish any or all of the items described shall constitute a Contract between the accepted bidder and the School District that incorporates all the terms and requirements of the Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, and Technical Specifications) and the accepted portion of the bidder's bid. The Contract shall bind the accepted bidder to furnish the labor and material required at the prices set forth in the accepted portion of its bid.
24. The placing in the mail of a notice of award to an accepted bidder, to the address given in the bid, will be considered sufficient notice of award of a Contract.
25. It is mutually understood and agreed that any bidder awarded a Contract shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the prior written consent of the School District.
26. These Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, and Technical Specifications) any Addenda issued by the School District, and the accepted portion of

the submitted bid shall form a part of the awarded Contract(s) and the provisions thereof shall be binding upon the School District and the accepted bidder(s). The term "Contract Documents" shall include all of the aforesaid together with the Contract itself.

27. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted in it and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.
28. It is understood that the Contract in no way excludes the School District from using its own forces, or services provided by other school districts or BOCES, or in any way limits the School District from using other contractors in performing similar or other services.
29. Bid results will be available after a contract(s) is awarded by Board of Education or all bids are rejected.

30. IRAN DIVESTMENT ACT

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, the bidder certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2013" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize for any awarded Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, each Bidder is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the awarded Contract is renewed or extended.

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

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

The attached Iran Divestment Act of 2012 Certification Form must be signed, notarized and returned by each bidder with its bid.

Qualifications of Bidders

The work and services described in these Bid Documents include the performance of activities directly affecting the health and safety of the students and staff of the School District and the public generally. The School District may make any investigation necessary to determine the ability of the bidder to fulfill the terms of any contract(s) awarded as a result of this solicitation of bids, and the bidder shall furnish the School District with all such information for this purpose as the School District may request. If, in the opinion of the School District, the bidder is not properly qualified or responsible to perform any obligations of the Contract bid upon, the School District reserves the right to reject its bid.

The following minimum requirements must be met to qualify for bidding:

- a) Bidder must possess and demonstrate facilities, knowledge and capabilities to satisfy all requirements of the Bid Documents.
- b) Bidders shall be knowledgeable and qualified to provide a wide range of service and/or repairs to the School District's equipment and/or facilities. Proof of said qualifications and specific training shall be furnished to the School District together with the bid. Employees who possess specialized training, skill or experience with the equipment on site shall be clearly noted with the bid.
- c) Each bidder must demonstrate that it is a responsible service and maintenance organization possessing adequate financial resources to accomplish the various services as described herein and that it has a satisfactory record of performance and integrity.
- d) Bidders shall be able to demonstrate at least (5) five years of continuous commercial service or maintenance work. References shall be provided as set forth herein. The School District reserves the right to request additional documentation or information from the bidders as a means of determining qualifications and/or responsibility.
- e) Bidder must include a reference list, setting out the names of all school districts served by it with comparable services, and shall further set out the name and telephone number of each business official or other school district liaison/ individual who has knowledge of the services performed by the bidder.
- f) Bidder must submit a list of names and addresses of any person or entity owning 10% or more of the company. Should any person or entity listed have ownership of another company, such information shall be disclosed. If bidder is a publicly traded corporation, the latest annual report listing all officers shall be provided.
- g) Bidder must be responsible, as demonstrated by:
 - a. A lack of pending lawsuits or substantive outstanding judgments or liens, including Federal or State tax liens.
 - b. No denials of performance bonds within the last seven years.
 - c. A satisfactory credit history as evidenced by a review that may be made by the School District.
 - d. Work performance on other projects.
 - e. Such other information as the Board of Education, in its sole discretion, determines is relevant to the responsibility of the bidder.
- h) Upon investigation of any references and information submitted by the bidder, the Board of Education reserves the right to reject any bid where it is found that the bidder's qualifications are not consistent with the requirements of these Bid Documents or the information presented.

- i) Bidder must have a safety program that is compliant with OSHA Regulations and Standards. Bidder shall make available for inspection their program and training documents.

INTERPRETATION OF BIDDING DOCUMENTS

No interpretation of the meaning of the specifications or other Bid Document will be made to any bidder orally. Every request for such interpretation should be made in writing, addressed to **Toni Russo, Purchasing Agent** White Plains City School District, 5 Homeside Lane, White Plains, New York 10605, not later than five (5) business days prior to the date fixed for the opening of bids. Notice of any and all interpretations and any supplemental instructions will be issued in the form of addenda to the Bid Documents. All addenda so issued shall be posted to <https://www.whiteplainspublicschools.org/Page/19996> and <http://www.bidnetdirect.com>, and shall become a part of the Contract Documents of any contract awarded as a result of this solicitation for bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligations under his/her bid submitted.

CONTRACT AWARD

The School District will endeavor to make an award within forty-five (45) days of the date of the bid opening and all bids shall remain firm during that time frame. The School District further reserves the right to make award following this period to any bidder who has not provided written notice to the School District that its bid has been withdrawn.

Award will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the labor, materials, equipment, or supplies to be furnished, and the conformity with the Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, and Technical Specifications).

METHOD OF AWARD

The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, and Technical Specifications). The White Plains City School District guarantees no minimum or maximum purchase or service pursuant to a contract awarded as a result of this solicitation of bids. Additionally, the White Plains City School District reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it at any time.

The School District reserves the right to reject all bids; to reject any bid in whole or in part, to accept parts of bids from more than one bidder, to waive technical defects, irregularities, and omissions relating to a specific bid, to waive what it deems to be bidding or specification informalities relating to a specific bid, to waive what it deems to be informalities relating to the bidding process, if in its judgment the best interests of the School District will be served; and to reject all bids and to purchase items on State or County contract as permitted by law if such items can be obtained on the same terms, conditions, specifications, at a lower price.

If two or more Bidders submit identical bids as to price, the decision of the Board to award a Contract to one such Bidder shall be final.

No cash discount may be offered or quoted by any Bidder.

Bidders submitting bids acknowledge that, pursuant to New York General Municipal Law Section 103 (16), the White Plains City School District intends to allow all political subdivisions in the State of New York to participate in the bid award/contract resulting from this solicitation for bids. 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 the bid award/contract by entering into their own separate contracts with the successful bidder(s) that are based upon, incorporate and honor the terms, conditions, specifications and prices of the bid award/contract resulting from this solicitation for bids. White Plains City School District shall have no liability or responsibility to pay for any goods or services provided to another political subdivision – each political subdivision is responsible for paying for the goods and services it obtains through the bid award/contract resulting from this bid.

EQUAL EMPLOYMENT

It is the policy of the White Plains City School District to provide equal employment opportunities to all individuals in its personnel and employment practices. In accordance with NYS and Federal Law, the White Plains City School District prohibits discrimination because of creed, race, color, sex, sexual orientation, national origin, religion, age, marital status, military status, domestic violence victim status, predisposing genetic characteristics or disability in all employment practices including recruitment, solicitation for employment, hiring, firing, training, job assignments, promotion, compensation and other terms, conditions and privileges of employment. Further, contractors with the White Plains School District shall be required to meet equal employment opportunity standards.

New York State strives to promote equality of economic opportunities for minority and women-owned business enterprises. New York State encourages including minority and women-owned business enterprises (“MWBEs”) as bidders, subcontractors and suppliers on public procurement contracts. By submitting a bid, the bidder(s) certifies that if it is awarded a Contract, (a) it will make commercially reasonable good faith efforts to utilize suppliers that are certified MWBEs, (b) to the extent subcontracting is needed and permitted by the School District, bidder will make commercially reasonable good faith efforts to utilize subcontractors, who are certified MWBEs and (c) bidder will retain documentation of these efforts to be provided upon request to the School District and/or New York State. Evidence of good faith efforts shall include, but not be limited to, the following: (a) copies of solicitations to MWBEs and any responses thereto; (b) explanation of the specific reasons each MWBE that responded to such solicitations was not selected; and (c) explanation of the specific steps undertaken for the purpose of subcontracting with or obtaining supplies from certified MWBEs.

SPECIFICATIONS

1. To provide skilled, experienced, prompt service to a wide variety of projects on an “on-call” basis and/or as required completing the work described herein.
2. Work shall include troubleshooting, repair, replacement, installation, new work and general maintenance of equipment and/or facilities as the case may be.
3. The bidder(s) awarded a contract must be equipped to provide emergency work within (2) two hours of the School District’s call for service and to commence non-emergency/new work within twenty-four (24) hours of the School District’s call for service.
4. In the event that the work cannot be performed as per time schedule by the bidder awarded a contract, the School District may arrange for another entity to perform the work per the schedule and the bidder awarded a contract will be responsible for payment of any increased cost incurred by the School District.
5. Proof of proper licensure and certification of the bidder as well as, if applicable, each employee who will furnish services pursuant to the contract intended to be awarded shall be provided to the School District.
6. The bidder(s) awarded a contract shall comply with all rules and regulations of the School District and all directives issued by the School District.
7. Smoking will not be permitted anywhere on School grounds.
8. The owners, employees, officers, directors or approved subcontractors of bidder(s) awarded a contract shall not have any contact or communication with any student or teacher.
9. Photo identification badges must be worn at all times that the bidder(s) awarded a contract, its agents or employees are on-site rendering services or performing work.
10. Non-interference with Occupation of the Buildings and Premises:
 - a. The bidder(s) awarded a Contract must take into consideration the fact that the sessions of the school must be continued as usual during the progress of the work. The operation of the fire alarm, the interior fire alarm system, gongs, bells, facsimiles and telephones must not be interfered with.
 - b. Fixtures or essential parts of material or equipment shall not be removed until permission is given by the School District’s Director of Facilities & Operation and, in the case of replacements, not until the essential replacement material or fixture has been delivered to the applicable building or site.
 - c. The safety of the pupils and teachers requires that nothing shall be done to in any way block the streets in or about the exits, or the exits themselves. Neither shall there be any unauthorized interference with the free and unobstructed use of the hallways, stairways, toilets and rooms. When necessary for mechanics to work in any portion of the premises normally occupied by the school, application must be made, before entering therein, to the School District’s Director of Facilities & Operations who will perfect a working agreement with the principal of the school

so that the work may be carried forward in a manner to interfere as little as possible with the school session.

- d. Whenever work is carried on during school sessions, not more than one stairway shall be closed off from free and safe use of the pupils at any time, and this only after the written permission of the School District's Director of Facilities & Operations has been obtained. No part of the building or premises shall be closed to the use of the occupants without the permission of the School District's Director of Facilities & Operations. When such permission has been given, the bidder(s) awarded a Contract shall provide and erect temporary partitions, barriers, etc., where required to ensure absolute safety of the occupants of the building or premises.
11. Under the contract intended to be awarded as a result of this solicitation, sub-contracting shall not be permitted without prior written approval by the School District.
 12. Bidder and its employees shall have tools and equipment necessary to perform the required work.
 13. All labor shall be performed by skilled workmen and the bidder(s) awarded a Contract shall not employ men or means which may cause stoppage or delay in the work under the awarded Contract or that of any other contractor or any work in or about the premises of these buildings or any buildings or premises under the control of the Board of Education.
Each time a bidder awarded a contract or its employees or its approved subcontractors performs any work in the School District he shall report his arrival and departure and what service he is performing to the custodian in charge.
The bidder(s) awarded a Contract shall submit to the Facilities & Operations Department a full report of the service call which shall include:
 - a. Date and time.
 - b. Name of person performing work.
 - c. On-job service time.
 - d. Description of work, including all parts replaced or repaired
 14. When repairing and replacing any systems or parts for the equipment in place at the School District's facilities or when undertaking any new installation, the bidder(s) awarded a Contract shall use the most current materials manufactured. Obsolete or out of date materials shall not be allowed under any circumstances.
 15. Necessary parts and materials shall be included in costs stated in the Bid Form(s). If requested by the School District, the bidder(s) awarded a Contract will attach to each of its invoices a receipt and/or purchase order for the materials/parts purchased and installed by the bidder. All parts shall be new and shall be equal to or better than the original equipment/material. Rebuilt parts may be used only with prior written approval of the School District. Any merchandise provided under the awarded Contract which is or becomes defective during the guarantee period shall be replaced by the bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The bidder(s) awarded a Contract shall make any such replacement immediately upon receiving notice from the School District.
 16. The School District reserves the right to furnish parts and materials if it deems it to be in its best interest.

17. The bidder(s) awarded a Contract shall maintain an adequate inventory of new, original manufacturer's parts and materials so as to ensure prompt repairs or installations on short notice. The bidder(s) awarded a Contract shall furnish the source and amount of such inventory.
18. Delivery must be made in accordance with these specifications. The decision of the School District as to reasonable compliance with delivery terms shall be final.
19. The School District will not accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency repair or installation.
20. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.
21. The bidder(s) awarded a Contract shall be responsible for delivery of items in good condition at the point of destination. The bidder(s) awarded a Contract shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The School District will note for the benefit of such bidder(s) when packages are not received in good conditions.
22. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the School District.
23. Unloading and placing the equipment inside the building is the responsibility of the bidder(s) awarded a Contract, and the School District accepts no responsibility for unloading and placing equipment. Any costs incurred due to the failure of the bidder(s) to comply with this requirement will be charged to it. No help for unloading will be provided by the School District, and bidders should notify their suppliers and truckers accordingly.
24. The bidder(s) awarded a Contract shall not unreasonably encumber the site with materials or equipment during the performance of its work. Only materials and equipment which are to be used directly in the performance of the bidder's work shall be brought to and/or stored on the premises of the School District. After equipment is no longer required for its work, the bidder shall promptly remove such equipment from the premises of the School District. The bidder(s) awarded a Contract shall be solely responsible for the protection of materials and equipment stored on the premises from weather, theft, damage and all other adversity. The bidder(s) awarded a Contract shall at all times provide the proper housekeeping to minimize potential fire hazards and shall provide approved spark arresters on all steam engines, internal combustion engines and flues. The bidder(s) awarded a Contract shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by the performance of all of the Work being performed on-site and in the buildings. At the conclusion of the work, such bidder shall restore the premises to its original condition. This restoration shall include but not be limited to cleaning the areas in which work was performed, removal of all waste, materials, rubbish, tools, equipment, machinery and surplus materials. If clean-up is not performed in accordance herewith, the School District may engage the

services of a cleaning company each time the requirement is not met without further notification to the bidder(s) awarded a Contract. The cost of such cleaning company, together with the cost of any custodial costs of the School District, will be charged to such bidder.

25. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:
 - Purchase Order Number
 - Name of Article
 - Quantity
 - Name of bidder(s) awarded a Contract
26. Cartons shall be labeled with purchase order number, name of bidder(s) awarded a Contract and general statement of contents. Failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.
27. No travel time will be paid. Travel time shall not be included in the prices bid. Payments will be made only for time on the job. All invoices must be accomplished by submission of detailed daily service tickets specifying time of arrival and departure and services rendered. The ticket shall be signed by an authorized representative of the School District. A copy of this ticket will be left with the signer. This service ticket shall be the basis for payment. Certified payroll records also must accompany any invoice submitted.
28. The School District will issue work orders directly to the bidder(s) awarded a Contract through our online Computerized Maintenance Management system. The bidder(s) awarded a Contract will be notified by the online system that they have a work order pending and it will be their responsibility to access and monitor the system for the work order(s) assigned to them. The bidder(s) awarded a Contract is to enter labor hours/costs and material costs associated with performing the requested service and change the work order status from "Work in Progress" to "Complete" once the work is completed. A copy of the completed work order form MUST accompany invoice.
29. Invoices must be submitted within 30 days of service. Payment will be made only after correct presentation of claim forms and/or invoices with required supporting documentation. They should include:
 - Invoice must reference purchase order #
 - Breakdown of labor, unit costs and material costs, as awarded. **All bidder(s) awarded a Contract are requested to pro-rate the awarded labor rates for purposes of billing ¼ and ½ hour increments where needed. The hours of the authorized work ticket must match those invoiced.**
 - Copy of vendor generated service ticket signed by School District employee for related invoice
 - Certified payroll
 - Supporting documentation for parts, etc.
30. Payments of any claim shall not preclude the School District from making a claim for adjustment on any item found not to have been in accordance with the Bid Documents, including but not limited to these Specifications and the Technical Specifications.
31. No vehicle use will be paid in the normal course of transporting mechanics and materials to the job site. Bidders may submit a quotation for use of special vehicles. Bidder(s)

awarded a Contract must obtain prior written approval from the School District for payment of special vehicle use.

32. The bidder(s) awarded a Contract shall pay its employees "prevailing rate of wage" as defined in Section 220 of the New York Labor Law, Schedule of Wage Rates. Prevailing wage rates are subject to change annually on July 1st. Bidder(s) awarded a Contract is responsible to meet the wages as posted by NYSDOL July 1st every year.
33. The bidder(s) awarded a Contract is to comply with all Federal, State and Local regulations relating to certification and licensure, labor, such as minimum hour wage, working conditions, insurance and safety factors in cases where installation of equipment is involved.
34. In accordance with Section 220-e of the Labor Law of the State of New York, it is agreed that:
- a) In the hiring of employees for the performance of the awarded contract(s) or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or sub-contractor shall 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. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the awarded contract(s) on account of race, color, creed, disability, sex or national origin.
 - b) There may be deducted from the amount payable to the bidder(s) awarded a Contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.
 - c) The awarded Contract(s) may be cancelled or terminated by the Board of Education and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section.
 - d) The aforesaid provisions of this section shall be limited to operations performed within the territorial limits of the State of New York.
35. The bidder(s) awarded a Contract shall comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with same. The bidder(s) awarded a Contract shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the School District, its Board of Education, officers, agents and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.
36. Bidders shall be licensed by the County of Westchester and local municipalities, where required.
37. All work must be performed and installed in accordance with the current edition of all applicable laws, rules, regulations and/or local codes.

38. The School District reserves the right to assign its personnel to assist the mechanics of the bidder(s) awarded a Contract if the School District deems such assistance to be in its best interest.
39. The bidder(s) awarded a Contract shall furnish performance and labor and material payment bonds equal to 100% of the awarded Contract to guarantee the faithful performance of such Contract. If this is a time and material bid, please see Technical Specifications for how to determine the amount of the bonds. Such bonds shall be maintained in full force and effect until at least two (2) years after the awarded Contract has been fully performed. The bidder(s) awarded a Contract shall furnish a performance bond and labor and material payment bond meeting all statutory requirements of the State of New York. All Surety companies are subject to the approval of the School District and may be rejected by the School District without cause. Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the School District in the School District's sole judgment. The bonds shall be executed by a responsible surety licensed to do business in New York with an A.M. Best Rating of "A-" or better as to Policy Holder Ratings, and "IX" or better as to "Financial Size Category." The bonds shall further be executed by a surety that is currently listed on the U.S. Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as amended. The performance bond and the labor and material payment bond shall each be in an amount equal to 100% of the Contract Sum. Every Bond must display the Surety's Bond Number and be accompanied by an original Power of Attorney, giving the names of Attorneys-in-fact, and the extent of their bonding capacity.
- A rider including the following provisions shall be attached to each Bond: (1) Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the School District or the bidder(s) awarded a Contract to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived. (2) Surety further agrees that in event of any default by the School District in the performance of the School District's obligations to the bidder(s) awarded a Contract under the awarded Contract, such bidder or Surety shall cause written notice of such default (specifying said default in detail) to be given to the School District, and the School District shall have thirty (30) days from time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to bidder(s) awarded a Contract and the School District. The bidder(s) awarded a Contract shall deliver the required bonds to the School District prior to beginning work at the site, but no later than seven (7) days after receiving notice of the acceptance all or part of bidder's bid. Said bonds shall be in the form of AIA Form A312 2010.
40. The School District may, in the School District's sole discretion and without prior notice to the bidder(s) awarded a Contract, inform the surety of the progress of the such bidder's work and obtain consents as necessary to protect the School District's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with such bidder's work.

41. If the surety on any Bond furnished by the bidder(s) awarded a Contract is declared a bankrupt or becomes insolvent or its right to do business is terminated in New York or it ceases to meet the requirements of paragraph 39, the bidder shall within ten (10) days thereafter substitute another Performance and Payment Bond and surety, both of which must be acceptable to the School District.
42. The bonds shall be furnished to the School District prior to beginning work at the site, but no later than seven (7) days after receiving notice of the acceptance all or part of bidder's bid. Failure to meet this requirement may result in termination of the awarded Contract at the sole discretion of the School District.
43. The bidder(s) awarded a Contract shall purchase and maintain the types and amounts of insurance set forth in Appendix "A" in accordance with the requirements also set forth in Appendix "A" to protect the School District against claims arising from or related to the operations of the bidder(s) awarded a Contract and its subcontractors approved by the School District.

The bidder(s) awarded a Contract shall pay all deductibles incurred by the School District as a result of the negligence of the bidder. 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 final payment.

The bidder(s) awarded a Contract shall require all subcontractors to carry similar insurance coverages and limits of liability as set forth in Appendix A and submit same to the School District for approval prior to start of any work. In the event such bidder(s) fails to obtain the required certificates of insurance from the subcontractor and a claim is made or suffered, such bidder shall indemnify, defend, and hold harmless the School District, its Board of Education, officers, agents and/or 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 awarded Contract.

44. Enclosed with the bid submission, the bidder must include a letter from an insurance agent, broker, or carrier stating that no less than the minimum limits of insurance required in the Bid Documents will be met. The name of the insurance company that will provide the mandated insurance will be stated. The insurance carrier must be licensed to do business in New York State.
45. All insurance certificates shall state that the policy will not be canceled, nor coverage thereunder be reduced or limited without thirty (30) days prior written notice to the School District. It shall further state that a similar thirty (30) days prior written notice will be given to the School District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured bidder(s) awarded a Contract, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverages are excluded by endorsement or otherwise excepting such as appear in the standard printed policy itself. The School District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages and the bidders agree to assist in obtaining any such desired information.

46. The bidder(s) awarded a Contract shall hold harmless, defend and indemnify the School District from all claims for damages to property and bodily injury, including death, which may arise from operations under the awarded Contract(s), including but not limited to claims brought against the School District by third parties, employees of the School District, or employees of such bidder(s). The attached Hold Harmless Form must be signed, notarized and returned with the bid.
47. The bidder(s) awarded a Contract shall not be held responsible for any losses resulting if the fulfillment of the terms of the awarded Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for any other acts not within the control of such bidder(s), except for strikes or labor unrest, and which by exercise of reasonable diligence it is unable to prevent.
48. All labor shall be guaranteed for the period of one (1) year from the date of acceptance. Unless provided otherwise in these Specifications or the Technical Specifications, all parts offered on this bid shall be guaranteed for a minimum of one (1) year from date of delivery (or installation if required) against defective material or workmanship, and repair or replacement shall be made without delay. In cases where the usual guarantee period offered by the bidder(s) awarded a Contract and/or manufacturer on a particular item covers a longer period of time than one (1) year, the longer guarantee period shall be applicable.
49. The bidder(s) awarded a Contract shall be responsible for complying with all laws, rules, regulations, codes and/or ordinances as they apply to the work required under such contract.
50. The bidder(s) awarded a Contract will perform the following work under the awarded contract as described in the Technical Specifications (**SEE PAGES 19 – 26**).
51. All bids submitted shall include all labor, equipment, materials, transportation and utensils necessary to perform the work requested by the White Plains City School District.
52. The bidder(s) awarded a Contract shall provide, for approval, a detailed drawing showing construction, hardware and method of installation.
53. Upon request by the School District, the bidder(s) awarded a Contract shall submit an estimate before starting work.
54. The awarded Contract(s) may be terminated by the School District upon not less than seven (7) days written notice should the bidder(s) awarded a Contract fail substantially to perform in accordance with the terms of the awarded contract through no fault of the School District. Said failures shall include but not be limited to: failure to supply sufficient skilled workers or suitable materials or equipment to complete the Work in a diligent, efficient, timely, workmanlike, skillful, and careful manner; failure to deliver within the time specified, or within a reasonable time as interpreted by the School District, or failure to make replacement of rejected articles, when so requested, immediately or as directed by the School District; in this event, the School District may purchase from other sources to take the place of the item rejected or not delivered at the expense of the bidder(s) awarded a Contract; refusal or failure to correct deficient work performed by it; failure to make prompt payments to subcontractors for labor, materials, and/or equipment in accordance with the respective agreements between the (s)

awarded a Contract and its subcontractors; disregard of laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; disregard of the instructions of the School District (when such instructions are based on the requirements of the Contract Documents); bankruptcy or insolvency, or general assignment for the benefit of such bidder's creditors, or where a trustee or receiver is appointed for such bidder or for any of its property, or filing of a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws; breaches any warranty made by the such bidder under or pursuant to the Contract Documents; failure to furnish the School District with assurances of its ability to complete the work in compliance with all the requirements of the Contract Documents; or failure after commencement of the work to proceed continuously with the construction and completion of the work for more than ten (10) days, except as permitted under the Contract Documents; failure to keep the Project free from strikes, work stoppages, slowdowns, lockouts or other disruptive activity; or otherwise does not fully comply with the Contract Documents; violation of the provisions of Labor Law section 220-e as applied to the awarded contract(s) and set forth herein.

55. The bidder(s) awarded a Contract shall have three (3) days from notice of its breach to cure said breach. Upon failure to cure, the School District shall have the right to take over the work and complete the work at the expense of such bidder. In the event the awarded contract is terminated, the bidder shall be compensated for work performed to the date of such termination in accordance with the awarded contract.
56. The School District may at any time, at will and without cause, terminate any part of the work of the bidder(s) awarded a Contract or all of such bidder's remaining work for any reason whatsoever by giving fourteen (14) days' written notice to such bidder, specifying the portion of such bidder's work to be terminated and the effective date of termination.

Upon receipt of a notice of termination for convenience, the bidder(s) awarded a Contract shall immediately, in accordance with instruction from the School District, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this paragraph:

- a. cease operation as specified in the notice.
- b. place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the awarded Contract.
- c. terminate all subcontracts and orders to the extent they relate to the Work terminated.
- d. proceed to complete the performance of the remaining work on its awarded Contract which has not been so terminated; and
- e. take actions that may be necessary, or that the School District may direct, for the protection and preservation of the terminated Work.

TECHNICAL SPECIFICATIONS

CONTRACTOR RESPONSIBILITIES

BID #F2020-53: Repair, Maintenance, Installation of Interior & Exterior Doors & Frames & Hardware - Districtwide

Door & Door Hardware Specification Guideline

The purpose of this document is to support White Plains Public Schools standardization of door hardware. The Owner maintains the hardware specified in this document and is currently stocking replacement parts for said hardware. The products specified in this document are to be furnished without substitution for all new construction and modernization projects unless other products are listed in this document as acceptable alternates.

Although products may be listed as acceptable alternates, they still must meet any and all performance criteria set forth in this document before they may be incorporated into a project. It is the intent of this document to provide guidelines for the Architect's Section 08710 of the construction specifications, both as it pertains to product groups and the hardware schedule. It remains the Architect's responsibility to coordinate these products to meet all applicable laws, regulations, building codes, fire and life safety codes, and the requirements of the Americans with Disabilities Act. The Architect is encouraged to seek the services of an Architectural Hardware Consultant (as certified by the Door and Hardware Institute) to aid them in the preparation of all parts of Section 08710 of the Specifications.

No deviation from the standards set forth in this document shall be allowed without the express written consent of the Owner to be obtained before final bid documents are distributed.

All weather and smoke sealing products and hardware for swinging personnel doors of any type shall reside solely in Section 08710. This is required so that proper coordination and verification of applications may be performed.

☐ Items specified in Section 08710 of the specifications shall not be considered for value engineering.

☐ The Architect shall coordinate all related Sections of the specifications (Hollow Metal Doors and Frames, Wood Doors, etc.) so that the products specified in this document may be furnished and applied without conflict of any kind

Specification Guideline-Door and Hardware Standard

ITEM DESCRIPTION	PREFERRED MANUFACTURER		ALTERNATE
Doors 7' High by 3' Wide	Special Lite FRP	Model SL-17	No Substitution
Aluminum Frames	Special Lite	Model SL-260 UP7210 (for 7'x3' Doors)	As Specified
Continuous Hinge @ Exterior	Ives	XY series	As Specified
Hinge (Heavy Weight), Stairwells, Corridors and Places of Assembly	Ives	5BB1HW	Or Equal
Hinge (Standard Weight)	Ives	5BB1	Or Equal
Locks and Latch Sets	Schlage	ND series Rigid levers Athens. ND73 on classrooms	No Substitution
Cylinders and Keying	Schlage	Schlage Everest T Full Size IC Cores Primus Exterior	No Substitution
Exit Device	Von Duprin	98/99 series rim devices and KR mullions where	No Substitution

		applicable	
Removable Mullion	Von Duprin	KR4954/KR9954	No Substitution
Door Closer	LCN	4010/4110/4040 Heavy Duty Cast Iron	As Specified
Automatic Operator	LCN	Auto Equalizer 4640/4630	
Electronic Holder	LCN	SEM7800, 4040SE. 4310ME, 4410ME	
O/H Stop/Holder	Glynn Johnson	As Specified	
Wall Stop/Floor Stop	Ives	As Specified	
Coordinators and Auto Flush Bolts	Ives	As Specified	
Threshold (Arch. Verify)	Zero International	As Specified	
Smoke, Head and Jamb Seals	Zero International	As Specified	

White Plains Public Schools Owners Standard November 15, 2017

General Requirements

1. The contractor shall provide supervision, labor, equipment, materials and supplies necessary to replace existing doors and/or frames with new doors and frames, as requested by White Plains City School District facilities as directed by an authorized representative of the District.
 - (a) Church Street School
 - (b) George Washington School
 - (c) Mamaroneck Avenue School
 - (d) Ridgeway School
 - (e) Highlands Middle School
 - (f) Eastview Middle School
 - (g) High School
 - (h) Rochambeau School
 - (i) Daman House
 - (j) Education House
2. It is the intent of this contract to provide for the replacement of existing doors and frames and other supplementary repair work and/or related services on an as needed "Time and Material" basis at the White Plains City School District Facilities. Various tasks included but not limited to emergency services, unscheduled repairs and system modification tasks. Work shall include but not be limited to the following:
 - Removal of existing doors, frames and hardware
 - Repair masonry work around/behind door as required
 - Install new door, frame, hinges, lock and latch sets, closer, thresholds and sweeps
 - Remove and dispose of all debris
 - Clean up area
 - Provide Operation and Maintenance Manuals for door closures, latches and panic bars.

It is also the intent of the contract documents is to provide a complete door installation. Any list or indication of items furnished, or work to be performed, shall be construed to be

complete, and shall not limit the general requirements to furnish and install all work, equipment, accessories, etc., to complete the contract in a satisfactory manner.

3. Contractor to furnish conformance Drawings and Specifications as required with the Contract. The Shop Drawings shall be reviewed for conformance with all the Contract Documents
4. The Shop Drawings shall consist of catalog cuts, manufacturer's details, text, drafted drawings, layout drawings, assembly drawings, floor plans and any other documents which describe the item being submitted.
5. The Contractor shall submit two (2) copies of all Shop Drawings for approval. The District shall take one (1) for their records and return one (1) to the contractor.
6. If required, Operation and Maintenance Manuals (O & M Manuals) for the equipment supplied shall be furnished as a part of this contract. The O & M Manuals shall consist of neatly bound and indexed instructions for installation, operation, adjustment, lubrication and preventive maintenance
7. In addition, the O & M Manuals shall include but not be limited to the following:
 - a. Name of manufacturer
 - b. Model number of items
 - c. Local distributor
 - d. Manufacturer's recommended spare parts list
 - e. Special tools required
 - f. Manufacturer recommended lubricants
8. Material and equipment shall not be purchased or fabricated until the Owner has reviewed and approved the shop drawings, which shall represent all materials, equipment and work involved. No materials or equipment shall be delivered to the site until shop drawings have been returned by the Owner and marked "APPROVED" or "APPROVED AS NOTED – RESUBMISSION NOT REQUIRED." If the latter decimation is used, the Contractor must make all changes noted or indicated.

9. **REMOVALS**

The contractor shall remove each existing door and door frames. masonry work behind frames. Care must be exercised so as not to damaged

All old doors, frames and debris shall be removed from the premises. All removal and disposal cost shall be the responsibility of the contractor.

The contractor shall take care not to remove more exterior doors than he can replace the same day. Proper provisions shall be made for protecting the interior of the building from rain damage and the contractor shall be held liable for any damages. The method of protection shall be submitted to the owner for approval. No work on exterior doors shall be started on days where rain is threatening, unless provisions are made to protect the building opening.

10. **INSTALLATIONS**

Installations shall be in strict accordance with the door and frame manufacturer's recommendations. Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

ALL FASTENERS SHALL BE 316 STAINLESS STEEL

Inspect both the substrate and conditions under which work is to be performed.

Inspect both the substrate and conditions under which work is unsatisfactory.

Do not proceed until conditions have been corrected in an acceptable manner
Install each component during weather conditions and project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.

Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.

Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Owner for final decision.

Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.

Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the application indicated. Refer questionable mounting height decisions to the Owner for final decision.

Recheck measurements and dimensions, before starting each installation.

11. FRAMES

Frames shall be installed plumb, level, and square and rigidly secured in the opening.

A field applied bottom ruid center spreader shall be used to maintain opening dimensions. Anchors shall be installed at manufacturers recommended locations

12. DOORS

Doors shall be installed plumb, level and square. Hardware shall be applied, ruid adjusted to achieve quiet and smooth operation. Door shall fit snugly and close without sticking or binding. Door clearances shall not exceed 1/8" at jams and heads and 1/4" at meeting stiles for pairs of doors. Clearance between door bottom and finished floor or thread hold shall not exceed 1/4".

13. CLEANING AND PROTECTION

During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion

Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

Limiting Exposures: Supervise construction activities to ensure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

Where applicable, such exposures include, but are not limited to, the following:

- Excessive static or dynamic loading
- Excessive internal or external pressures

14. COLOR SELECTION

Door and frame colors shall match. The specific color shall be selected by the Owner from the manufacturers color chart. The selected color pigment both the gelcoat and exterior laminate.

15. ANCHORS

Hollow Metal Frames:

For use in existing masonry, butt mounting, jamb anchors shall be 3/8" diameter flat head 316 stainless steel sleeve anchor and plastic "T" spacer. A minimum of 6 per frame shall be

provided.

Hollow Aluminum Frames:

For use in existing masonry, butt mounting, jamb anchors shall be 1/4" diameter flat head 316 stainless steel sleeve anchor and plastic "T" spacer. A minimum of six (6) per frame shall be provided

16. SEALANTS

The joint between the door and frame and the masonry wall shall be caulked with an elastomeric sealant both inside and outside.

Sealant Material shall be CR Laurence M-64M66 a Polyurethane sealant. (Or Approved Equal) Translucent in color unless specified by the owner.

No Sealants are to be applied on wet or frosty surfaces when the surface temperature of the material is below 40 degrees Fahrenheit.

Sealants are to be applied by the gun method. All sealants are to be applied in a continuous operation to ensure uniformity of appearance.

Excess sealant is to be cleaned off all non-porous surfaces while in the uncured state using a commercial solvent. Excess sealant on porous surfaces is to be allowed to cure and then be removed by suitable methods.

17. INSPECTION AND ACCEPTANCE

If the Contractor shall fail or neglect to replace any defective work and or material or to discard condemned materials within two (2) days after the service by the Owner of an order to replace such defective work or discard such equipment or materials, or to prove to the satisfaction of the Owner that he is initiating effective efforts to replace defective materials, the Owner may cause such defective work to be replaced or the condemned materials to be discarded, and acceptable materials provided. The expense thereof shall be deducted from the monies as are or may become due under the contract; or if such monies are not enough to meet said expense, the additional monies shall be furnished by the contractor or his Surety.

If, during the warranty period provided for hereinafter, any work done in accordance with that article shall be found defective before the end of the warranty period, such defective work shall be made good in the same manner as provided herein. The Owner will always have the option to allow the defective or improper work to stand and to accept an equitable deduction from the contract price, therefore.

18. TOOLS- EQUIPMENT AND UTILITIES

All tools, and equipment, required to perform the work described in the contract, shall be provided by the Contractor

19. SAFETY

The Contractor is solely responsible for the safety of its employees, subcontractors, suppliers and representatives, including but not limited to the development and implementation of effective safety practices and programs in accordance with Federal, State and Local requirements.

20. MATERIALS HANDLING AND STORAGE

Material storage and staging area shall be approved by the District. All equipment and materials to be incorporated in the work shall be so placed as not to injure the work or the Owner's property as so that free access may be had at any time to all parts of the work, and to all utility installations in the vicinity of the work.

Materials and equipment shall be kept neatly piled and conveniently stored so as to inconvenience as little as possible travel in the area. Contractor shall obtain approval of the EBOE for storage of their materials and equipment.

All loss, injury, or damage to the work or materials from whatever cause, shall be made good at the Contractor's expense.

Contractor shall be responsible for daily cleanup. All removed materials, rubbish and other things not required to be incorporated in the work shall be promptly removed from the property.

The Contractor will be responsible for the security of all their tools, material and equipment.

Any spillage caused by the Contractor, their subcontractors, suppliers or their equipment, while on EBOE property, shall be the Contractor's responsibility to properly clean up at the Contractor's expense. The cleanup shall meet all Federal and State requirements, including proper documentation as may be required.

21. TRADE PRACTICE/SUPERVISION

The Contractor and his personnel must be experienced in the type of work specified herein.

The Contractor shall retain skilled craftsmen for the duration of the job and shall provide continual supervision to ensure that good trade practices, including safety, are adhered to,

Further, the Contractor shall be available for consultation regarding work performed under his specification, to the district designated representative, throughout each day for the duration of the contract.

Parking for Contractor trucks and employees' vehicles permitted at the Owners convenience. Parking shall be where designated by the Owner and is subject to change.

APPENDIX "A"

INSURANCE

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the bidder(s) awarded a Contract hereby agrees to effectuate the naming of the School District as an additional insured on the bidder's insurance policies, with the exception of workers' compensation and errors and omissions insurance.
- II. The policy naming the White Plains City School District as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State licensed insurer.
 - Provide for 30 days' notice of cancellation.
 - The School District shall be listed as an additional insured by using endorsement CG 2010 11 85 or broader. **The certificate must state that this endorsement is being used. If another endorsement is used, a copy of the endorsement must be attached to the Certificate of Insurance;** and,
 - The certificate of insurance must describe the specific services provided by the bidder (e.g., roofing, carpentry, plumbing) that are covered by the commercial general liability policy and the umbrella policy.
 - At the School District's request, the bidder(s) awarded a Contract shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the bidder(s) will provide a copy of the policy endorsements and forms.
 - If any or all components of the awarded contract have been approved and assigned to a subcontractor, the bidder(s) awarded a Contract is responsible to the School District to have the subcontractor provide the same insurance requirements as stipulated within this section, providing a Certificate of Insurance and a copy of the endorsement naming the White Plains City School District as an additional insured for the scope of the work assigned. All terms and conditions in Appendix "A", Insurance apply.
 - State that the coverage of the bidder(s) awarded a Contract shall be primary coverage for the School District, its Board of Education, officers, employees and volunteers.
- III. The bidder(s) awarded a Contract agrees to indemnify the White Plains City School District for any applicable deductibles.
- IV. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation**
Statutory Workers' Compensation, Disability Insurance and Employers' Liability 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.
 - **Errors and Omissions Liability Insurance**
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the bidder(s) awarded a Contract performed under the awarded Contract for the School District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the awarded Contract. If the bidder(s) awarded a Contract is providing environmental services, the errors & omissions policy must be endorsed to include coverage for these services.
- V. The bidders acknowledge that, if awarded a Contract, failure to obtain such insurance on behalf of the School District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the School District. The bidder(s) awarded a Contract must provide the School District with a certificate of insurance, evidencing the above requirements

have been met, prior to the commencement of work pursuant to the awarded Contract or use of the School District's facilities.

- VI. The School District is a member/owner of the New York Schools Insurance Reciprocal (NYSIR). The bidder(s) awarded a Contract further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the School District but also NYSIR, as the School District's insurer.

BIDDER'S CHECKLIST

The following checklist is provided for the convenience of the bidders and is not part of the Contract Documents. Each bidder is encouraged to ensure its complete compliance with all requirements of the Bid Documents. Compliance with the Bid Documents is the sole responsibility of the bidder.

***Please make sure your bid submission includes
ALL the following REQUIRED forms:***

	Letter from Insurance Agent (Specification 44, page 16)
	Company Information Sheet (page 28)
	Bid Forms, including Unit Pricing Sheets (29-32)
	Form of Disclosure (page 33)
	Non-Collusive Certification Form (This form MUST be notarized) (page 34-35)
	Hold Harmless Agreement (This form MUST be notarized) (page 36)
	Iran Divestment Act of 2012 Certification Form (This form MUST be notarized) (page 37)
	Sexual Harassment Written Policy and Training Certification Form (This form MUST be notarized) (page 38)
	Bidder Not on Exclusion List Maintained by The Federal Government's System for Award Management (SAM) Certification Form (This form MUST be notarized) (page 39)
	References (page 40)
	Non-Bidders Response (Only if you are not submitting a bid) (page 41)

COMPANY INFORMATION SHEET

NAME OF COMPANY: _____
Please Print

ADDRESS: _____
Please Print

Please Print

FEDERAL E.I. # _____

PHONE NUMBER: _____ FAX NUMBER: _____

NAME OF BIDDER: _____
Please Print

TITLE OF BIDDER: _____
Please Print

EMAIL ADDRESS: _____
Please Print

DATE: _____

ACCOUNTS RECEIVABLE CONTACT

NAME: _____
Please Print

PHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____
Please Print

SALES/SERVICE CONTACT (if different from bidder)

NAME: _____
Please Print

PHONE NUMBER: _____ CELL PHONE: _____

EMAIL ADDRESS _____
Please Print

BID FORM/PROPOSAL

BID #F2020-53: Repair, Maintenance, Installation of Interior & Exterior Doors, Frames & Hardware - Districtwide

CHURCH STREET SCHOOL
RIDGEWAY SCHOOL
HIGH SCHOOL

GEORGE WASHINGTON SCHOOL
HIGHLANDS MIDDLE SCHOOL
ROCHAMBEAU SCHOOL

MAMARONECK AVE SCHOOL
EASTVIEW MIDDLE SCHOOL
DAMMANN HOUSE

Name of Company: _____

It is the intention of the White Plains City School District to award to the lowest responsible bidder as a whole contract, weighting both the annual maintenance and labor values as in the best interest of the district.

SAMPLE PROJECT MATERIALS FOR A TYPICAL DOOR INSTALLATION PROJECT

The contractor shall bid on ALL materials included in this sample project; all costs shall include the manufacturers discount off the list price. This sample project is typical of possible work to be performed under this contract. The cost of the materials for this sample project plus the hourly labor cost of the working staff will be used to evaluate and determine the low bidder for this contract. All manufacturers discounts included in this sample project must be the same percentage discounts as listed in the Manufacturers bid items as listed below:

*** NO SUBSTITUTIONS ALLOWED IN TYPICAL DOOR INSTALLATION PROJECT***
Provide the following Materials for a complete door system.

1. Special Lite FRP Doors 7' High by 3' Wide Model SL-17
List Cost ea. _____ Discount % _____ Total Cost _____
2. Special Lite Aluminum Frames Model SL-260 UP7210 (for 7'x3' Doors)
 - List Cost ea. _____ Discount % _____ Total Cost _____
3. ABH Continuous Hinge Model A110HD
 - List Cost ea. _____ Discount % _____ Total Cost _____
4. Von Duprin Touch Bar Exit Device Model CD99NL-OP x US260
 - List Cost ea. _____ Discount % _____ Total Cost _____
5. LCN Door Closers Model 4111S-HCUSH x AVB x SRI
 - List Cost ea. _____ Discount % _____ Total Cost _____
6. Pemko Weather Stripping Model 18061CNB
 - List Cost ea. _____ Discount % _____ Total Cost _____
7. Pemko Saddle Model 2550A
 - List Cost ea. _____ Discount % _____ Total Cost _____

TOTAL COST OF SAMPLE PROJECT MATERIALS ITEMS 1 THRU 7

\$ _____

The hypothetical project described above is for bid evaluation purposes only. Actual materials and quantity of materials will vary, depending on the specific task to be done.

TOTAL BID PRICE:

SUM OF WORK CREW HOURLY RATE
PLUS, THE SUM OF SAMPLE PROJECT MATERIALS items 1 thru 7

\$ _____

Amount Written:

Dollars: _____

Cents: _____

IN ADDITION: Each bid must list the manufacturer's discount percentage off of that manufacturer's list price. The contractor **MUST** as a minimum bid on all of the Mandatory Manufacturer Bid Items listed below.

The contractor may also list any and all other manufacturers and the discount percentage off of that manufacturer's list price in the Additional Manufacturer's Bid Items listed below.

The Responsible bidder shall be an authorized distributor for the manufacturer whose product he/she is bidding on and proof of that must be part of the bid. Each bid shall be a discount off the manufacturer's list price for the unit and ancillary parts such as sidelights, transoms, etc., at the time of purchase.

MANDATORY MANUFACTURER BID ITEM (All bids must include these items)

	NAME OF MANUFACTURER	MATERIALS PROVIDED	DISCOUNT OFF LIST
1.	Special Lite	FRP Doors, AI/FRP Frames	
2.	Curries	Hollow Metal Doors/Frames	
3.	Kawneer	Aluminum Doors/Frames/Storefront	
4.	ABH	Continuous Hinges	

5.	Von Duprin	Exit Devices	
6.	Sargent	Exit Devices/Closers/Locksets	
7.	LCN	Door Closers	
8.	Pemko	Weather-strip/Saddles	
9.	Schlage	Locksets	
10.			
11.			

FORMAN RATES:

Regular Hours Weekdays (7:00 a.m. – 4:00 p.m.) \$ _____ per hour

Overtime Hours Weekdays (4:01 p.m. – 6:59 p.m.) \$ _____ per hour

Saturday Rate _____ (12:01 a.m. – 11:59 p.m.) \$ _____ per hour

Sunday Rate _____ (12:01 a.m. – 11:59 p.m.) \$ _____ per hour

Holiday Rate _____ (12:01 a.m. – 11:59 p.m.) \$ _____ per hour

JOURNEYMAN RATES:

Regular Hours Weekdays (7:00 a.m. – 4:00 p.m.) \$ _____ per hour

Overtime Hours Weekdays (4:01 p.m. – 6:59 p.m.) \$ _____ per hour

Saturday Rate _____ (12:01 a.m. – 11:59 p.m.) \$ _____ per hour

Sunday Rate _____ (12:01 a.m. – 11:59 p.m.) \$ _____ per hour

Holiday Rate _____ (12:01 a.m. – 11:59 p.m.) \$ _____ per hour

LABORER RATES:

Regular Hours Weekdays (7:00 a.m. – 4:00 p.m.) \$ _____ per hour

Overtime Hours Weekdays (4:01 p.m. – 6:59 p.m.) \$ _____ per hour

Saturday Rate _____ (12:01 a.m. – 11:59 p.m.) \$ _____ per hour

Sunday Rate _____ (12:01 a.m. – 11:59 p.m.) \$ _____ per hour

Holiday Rate _____ (12:01 a.m. – 11:59 p.m.) \$ _____ per hour

Cost related to above pricing shall include the labor, equipment, materials, transportation and utensils necessary to complete the work under the contract. All labor rates must comply with the current prevailing wage rates. Prevailing Wage Rates are subject to change annually on July 1st. Awarded vendor is responsible to meet the wages as posted by NYSDOL July 1st every year.

Material Mark-up _____ %

(Represents the cost plus the mark-up on the purchase of all material, supplies and equipment required to complete work)

Vendors may be required to present List price index from manufactured product lines.

*****Please be advised that the School District does not guarantee any volume of work (labor/materials) to be required or requested during the life of the contract.***

BIDDER CERTIFIES THAT THEY HAVE READ THE BID AND ARE FAMILIAR WITH ALL REQUIREMENTS & SPECIFICATIONS

Purchase Order Number must appear on all invoices.

Signature of Bidder: _____

Print Name of Signatory: _____

Title of Signatory: _____

Date: _____

NOTE:

An invoice for work completed must contain the authorized Purchase Order Number and will not be considered ready for payment unless accompanied by a valid certified payroll. All incomplete invoices will be returned unpaid. Certified payrolls must be submitted within 30 days of work (see pages 42 and 43 for samples). Invoices must clearly delineate labor (date and time when work was done, number of men, number of hours and hourly rate) and material, and not be lump sum quotes. ***CERTIFIED PAYROLL MUST BE ATTACHED TO EACH INDIVIDUAL INVOICE SUBMITTED FOR PAYMENT.***

WHITE PLAINS CITY SCHOOL DISTRICT
5 HOMESIDE LANE
WHITE PLAINS, NEW YORK 10605

FORM OF DISCLOSURE

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE BIDDER (add additional sheets as needed to list all):

Name

Title

1. Does any White Plains City School District Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the bidder? _____ If yes, set forth the basis upon which a financial interest exists in the bidder:

2. Has the bidder or any of its officers, directors, partners, or controlling principals possessed any interest in transactions heretofore entered into with the White Plains School District? _____ If yes, please describe transaction(s):

3. Does any direct relative of a member of the School District's Board of Education, an administrator, or a staff member possess any financial interest, directly or indirectly, in the bidder (For purpose of this inquiry a direct relative is to be defined as a parent, spouse, child or sibling)._____If yes, set forth below the White Plains City School District Board Member, administrator, or staff member whose relation possess an interest and the relationship:

THE UNDERSIGNED AFFIRMS THAT THE ABOVE STATEMENTS ARE TRUE AND UNDERSTANDS THAT ANY FALSE STATEMENT SHALL CONSTITUTE A VIOLATION OF THE PENAL CODE OR GENERAL MUNICIPAL LAW AS APPLICABLE.

Bidder: _____

Federal E.I. #: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

WHITE PLAINS CITY SCHOOL DISTRICT

NON-COLLUSIVE FORM
BID PROPOSAL CERTIFICATIONS
THIS FORM MUST BE SIGNED AND NOTORIZED

Bidder Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

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

II. Non-Collusive Bidding Certification

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

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

Non-collusive bidding certification.

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

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 certifications referred to in this form 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 corporation.

The bidder affirms the above statement as true under the penalties of perjury.

Signature of Bidder: _____
(Signature of bidder or authorized representative of a corporation)

Name and Title: _____

Sworn to before me this _____ day of _____, 2020

WHITE PLAINS CITY SCHOOL DISTRICT

HOLD HARMLESS AGREEMENT
THIS FORM MUST BE SIGNED AND NOTARIZED

It is hereby agreed and understood that the bidder agrees to hold harmless and indemnify the White Plains City School District, its Board of Education, officers, agents, servants, and employees from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

Any injury to person or property sustained by the bidder, its owners, operators, officers, directors, agents, servants, or employees, or any person, firm, or corporation employed directly or indirectly by the bidder upon or in connection with the performance of the awarded contract.

However caused, any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error, or omission of the selected bidder, its owners, operators, officers, directors, agents, servants or employees or any person, firm, or corporation, directly or indirectly employed by the bidder upon or in connection with performance under the awarded contract.

The assumption or indemnity, liability, and loss hereunder shall survive bidder's completion of service or other performance hereunder and any termination of the awarded contract.

The bidder at its own expense and risk shall defend any such legal proceedings that may be brought against the School District, its Board of Education, officers, agents, servants, and/or employees on any claim or demand, and shall satisfy any judgment that may be rendered against the School District, its Board of Education, or any officers, agents, servants, or employees.

This indemnification, defense, and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim, or demand, of whatever name or nature, notwithstanding that bidder may deem the same to be frivolous or without merit. It is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties, and individuals named above from any liability, cost, or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the bidder.

Subscribed and sworn to before me

this _____ day of _____

(Person, Firm, or Corporation)

Notary Public

(Authorized Signature)

WHITE PLAINS CITY SCHOOL DISTRICT

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED

In order to be considered a responsible bidder, entities must certify that they are not on the list created and maintained by the State Office of General Services cataloging significant investment in the Iranian energy sector.

Entities that cannot make this certification may only be awarded the bid if:

1. The entity's investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after that date; and the entity 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 White Plains City School District makes a determination, in writing that the goods or services are necessary for the School District to perform its functions and that, absent such an exemption, the School District would be unable to obtain the goods or services for which the contract is offered.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint proposal 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.

Subscribed and sworn to before me

this _____ day of _____

(Person, Firm, or Corporation)

Notary Public

(Authorized Signature)

Commission Expires_____

WHITE PLAINS CITY SCHOOL DISTRICT

SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION FORM

THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and says that I am
(Name of Individual Signing this Certification)

the _____ of the _____
(Title/Position of Signer) (Name of Bidder)

and that by submission of this bid, I certify on behalf of the above-named bidder, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the above-named 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, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

Signature

Sworn to before me this
_____ day of _____, 2020

Notary Public

WHITE PLAINS CITY SCHOOL DISTRICT

**BIDDER NOT ON EXCLUSION LIST MAINTAINED BY THE FEDERAL GOVERNMENT'S
SYSTEM FOR AWARD MANAGEMENT (SAM) CERTIFICATION FORM**

THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and says that I am
(Name of Individual Signing this Certification)

the _____ of the _____
(Title/Position of Signer) (Name of Bidder)

and that by submission of this bid, I certify on behalf of the above-named bidder, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the above-named bidder is not on the Exclusion List maintained by the U.S. Government's System for Award Management (SAM).

Signature

Sworn to before me this
____ day of _____, 2020

Notary Public

Portion of this form below this line is FOR OFFICE USE ONLY. Bidder only completes portion of the form above this line. The portion of this form below this line will be completed by White Plains City School District (WPCSD).

Print WPCSD Employee Name and Title: _____

Date reviewed U.S. Government's SAM's Exclusion List: _____

Bidder Name: _____

Check the one that applies:

_____ Bidder was NOT included on U.S. Government's SAM's Exclusion List
_____ Bidder was included on U.S. Government's SAM's Exclusion List

WPCSD Employee Signature: _____

WHITE PLAINS CITY SCHOOL DISTRICT

REFERENCES

Please provide references for three (3) clients. Work performed must be similar in size and scope to this bid.

Name: _____

Address: _____

Contact: _____ Telephone: _____

Name: _____

Address: _____

Contact: _____ Telephone: _____

Name: _____

Address: _____

Contact: _____ Telephone: _____

WHITE PLAINS CITY SCHOOL DISTRICT

NON-BIDDERS RESPONSE

**BID #F2020-53: Repair, Maintenance, Installation of
Interior & Exterior Doors, Frames & Hardware - Districtwide**

The White Plains City School District is interested in the reasons why prospective bidders fail to submit bids. Failure to submit a bid without explanation may result in removal of your firm from our bidders' list. If you are NOT submitting a bid, please indicate the reason(s) by checking off one or more of the items below and return this form to us.

- ☐ Unable to bid at this time but would like to receive future bid proposals
 - ☐ Items or material not ____manufactured ____ distributed ____stocked ____furnished
 - ☐ Materials or items we have to offer do not fully meet all the requirements of standards specified
 - ☐ Multiplicity of delivery points
 - ☐ Delivery quantities are too small
 - ☐ We cannot meet the time of delivery of items or materials specified
 - ☐ Insufficient time allowed for preparation and submission of bid
 - ☐ Other reasons_____
-

You May remove our name from this bid list for:

- ☐ This Commodity Group
- ☐ This item of Material
- ☐ This Commodity Class
- ☐ All bids

Company

Authorized Signature

Address

Date

Name of signer

Title of Signer

U.S. Department of Labor

Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS PROJECT AND LOCATION DMB No. 1215-0149 Expires: 03/31/2003

PAYROLL NO. FOR WEEK ENDING PROJECT OR CONTRACT NO.

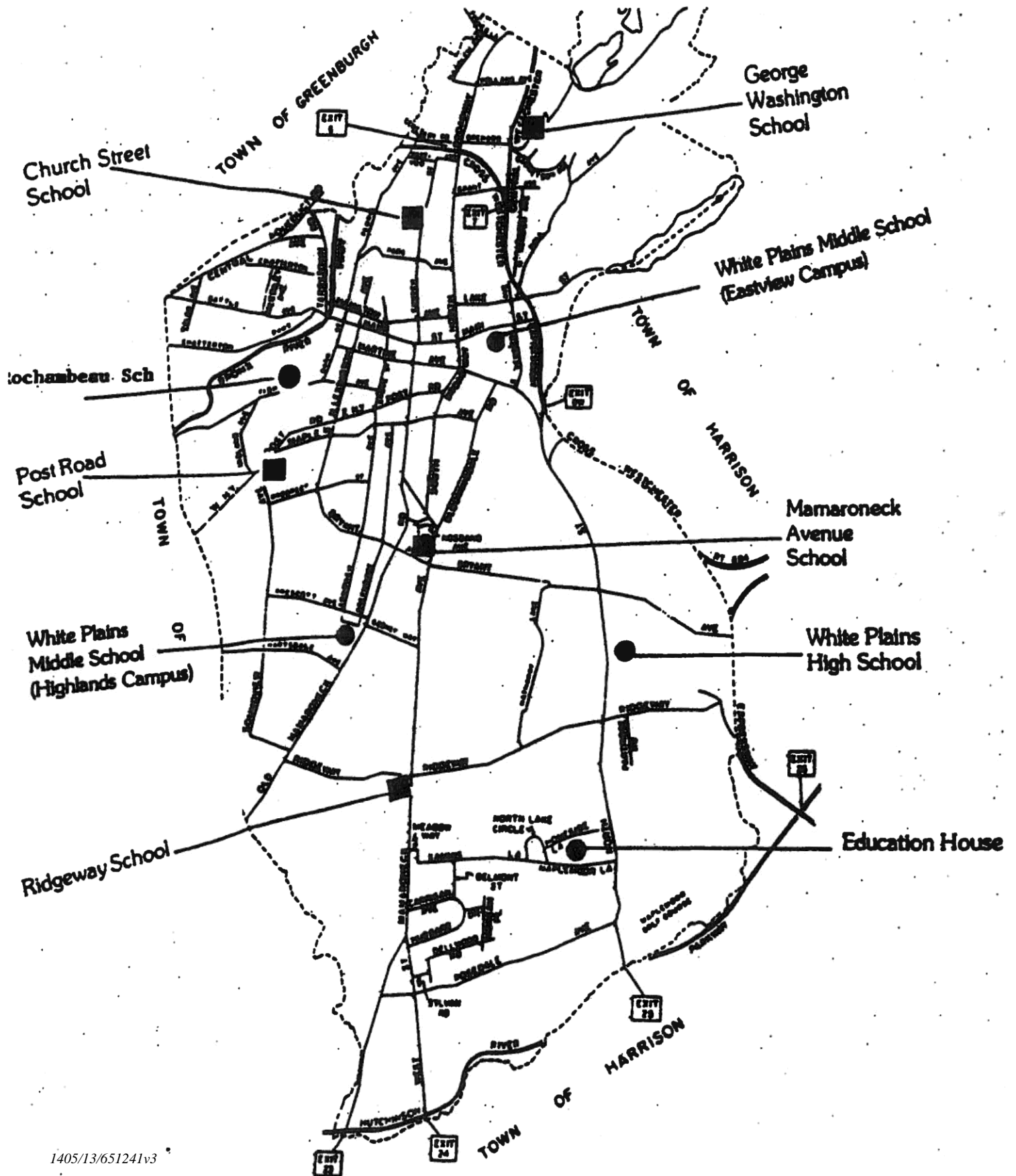
(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
														FICA	WITH- HOLDING TAX		OTHER	TOTAL DEDUCTIONS	
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D. C. 20210.

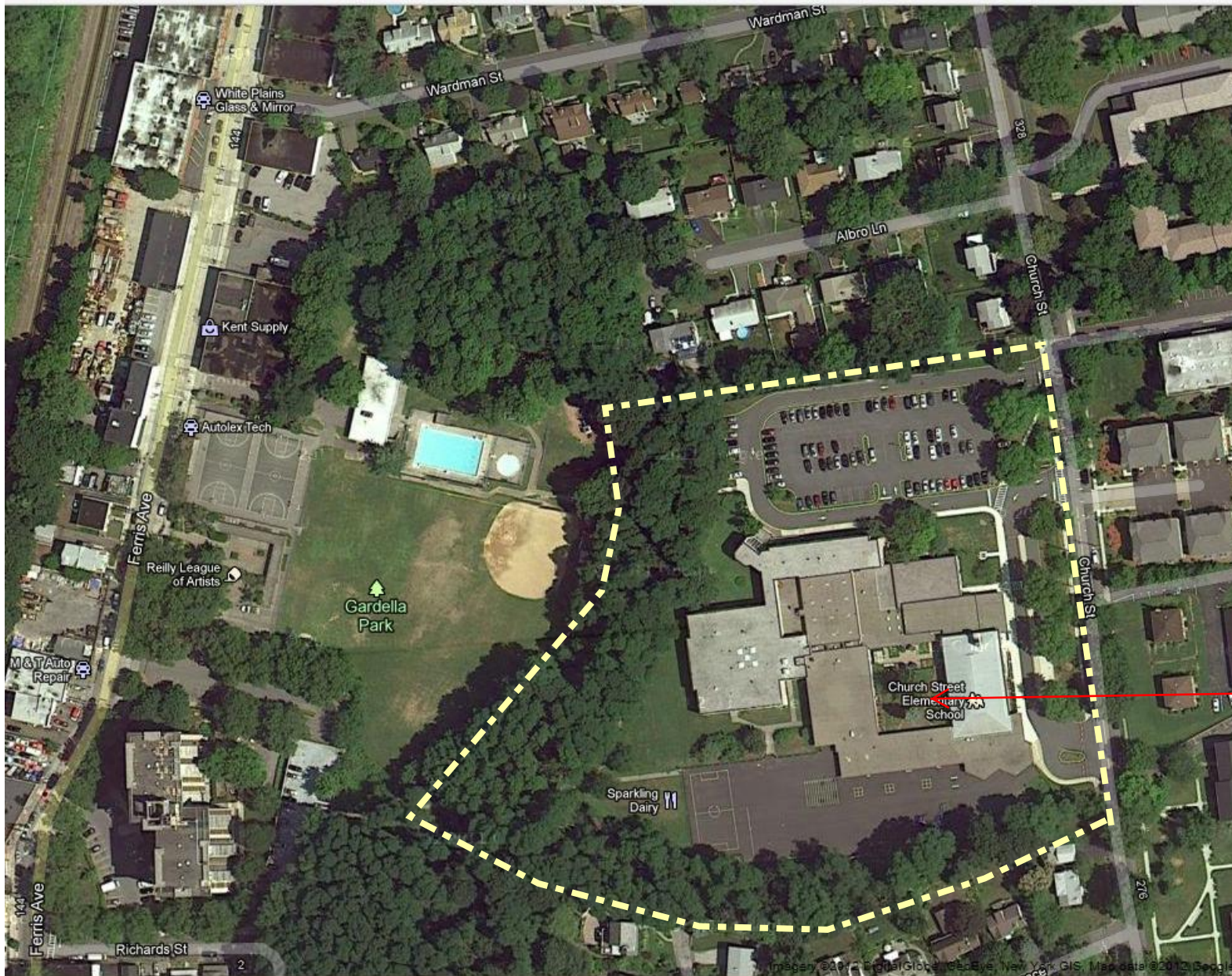
WHITE PLAINS CITY SCHOOL DISTRICT
5 Homeside Lane
White Plains, NY 10605

<u>Location</u>	<u>Custodian Name & Email</u>	<u>Office</u>	<u>Cell</u>
1. Church Street School 295 Church Street 10603	Rob Dell'Orletta robertdellorletta@ wpcsd.k12.ny.us	422-2404	703-5090
2. George Washington School 100 Orchard Street 10604	William Corredor williamcorredor@ wpcsd.k12.ny.us	422-2387	719-3035
3. Mamaroneck Avenue School 7 Nosband Avenue 10605	TBD @ wpcsd.k12.ny.us	422-2292	
4. Post Road School 175 W. Post Road 10606	Ajdin Meshaj ajdinmeshaj@ wpcsd.k12.ny.us	422-2329	703-5092
5. Ridgeway School 225 Ridgeway 10605	Pedro Molina pedromolina@ wpcsd.k12.ny.us	422-2085	329-6236
6. Highlands Middle School 128 Grandview Ave. 10605	Sergio Martinez sergiomartinez@ wpcsd.k12.ny.us	422-2094	261-8524
7. Eastview School 350 Main Street 10601	Christian Reyes christianreyes@ wpcsd.k12.ny.us	422-2416	406-6584
8. White Plains High School 550 North Street 10605	Rudy Rivera rodolfoforivera@ wpcsd.k12.ny.us	422-2137	703-5089
9. Rochambeau School 228 Fisher Avenue 10606	Darrel Kidd darrelkidd@wpcsd.k12.ny.us	422-2355	406-6267
10. Education House Administration Building 5 Homeside Lane 10605	Todd Farrison toddfarrison@ wpcsd.k12.ny.us	422-2298	272-8290
11. Facilities Building 580 North Street 10605	Todd Farrison toddfarrison@ wpcsd.k12.ny.us	422-2206	272-8290
12. Ralph Ave. Field	Sandro Sansotta sandrosansotta@wpcsd. k12.ny.us	422-2430	874-3574

WHITE PLAINS CITY SCHOOL DISTRICT

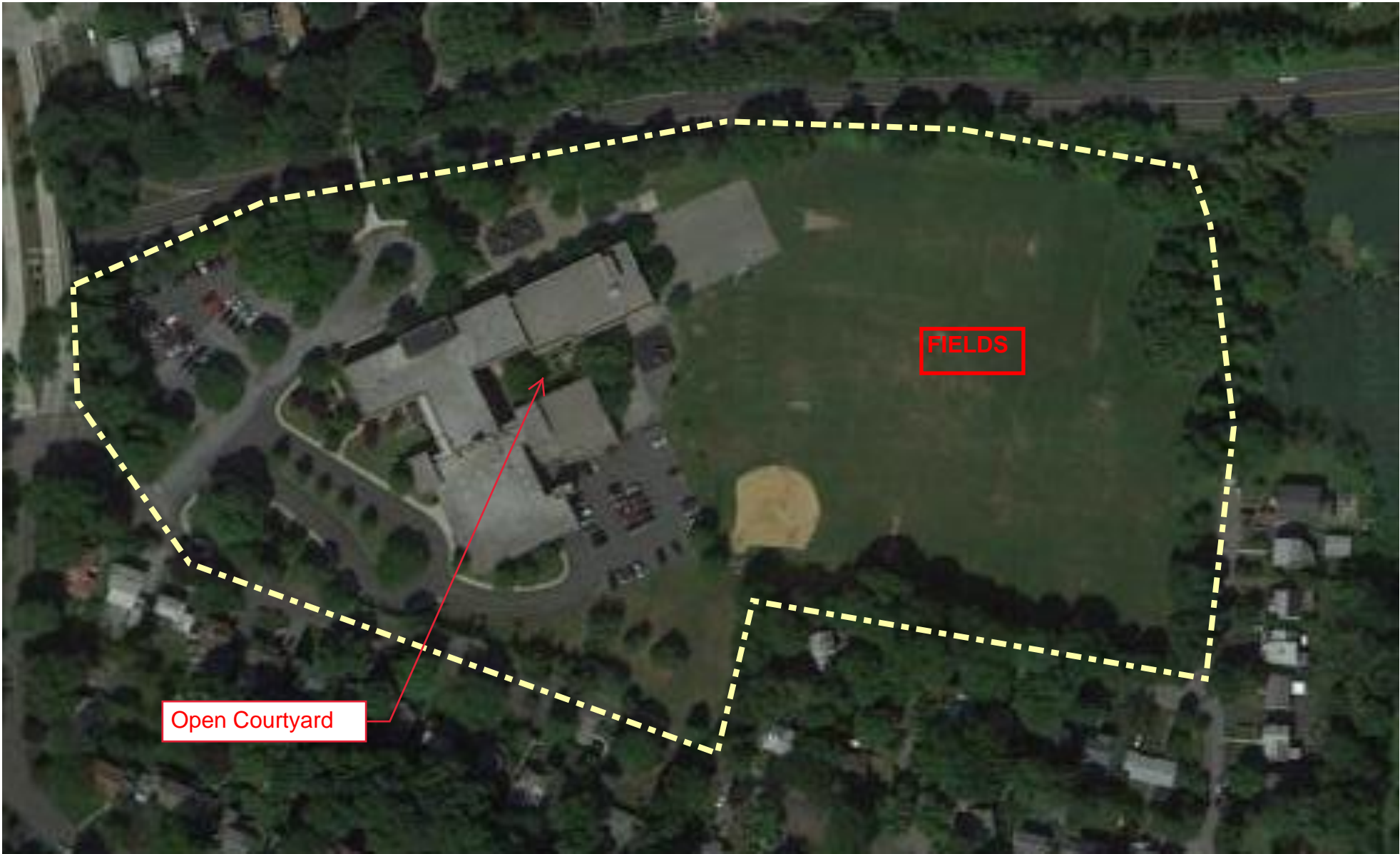


Church Street School
225 Church Street

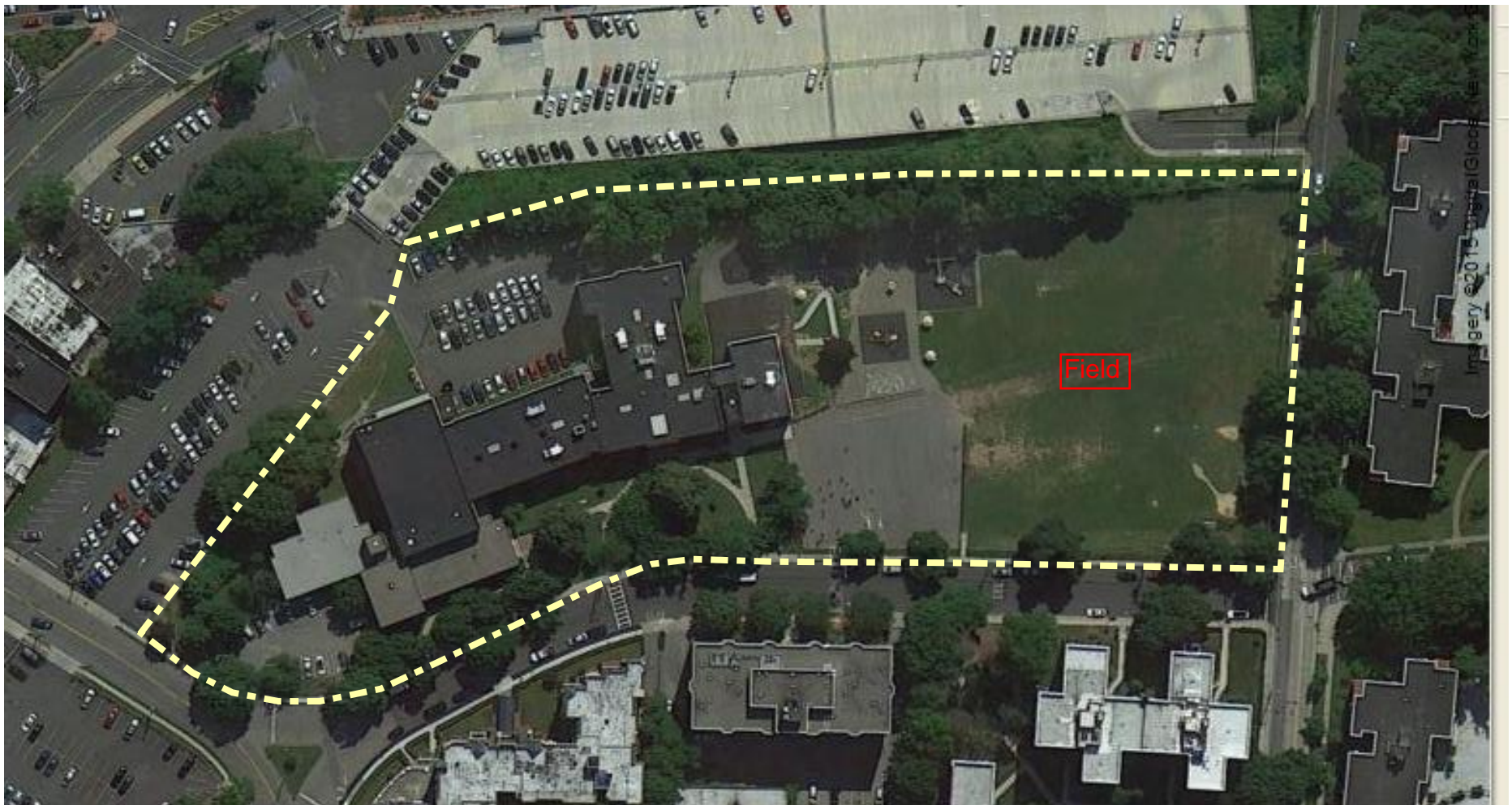


Courtyard

George Washington Elementary School
100 Orchard Street

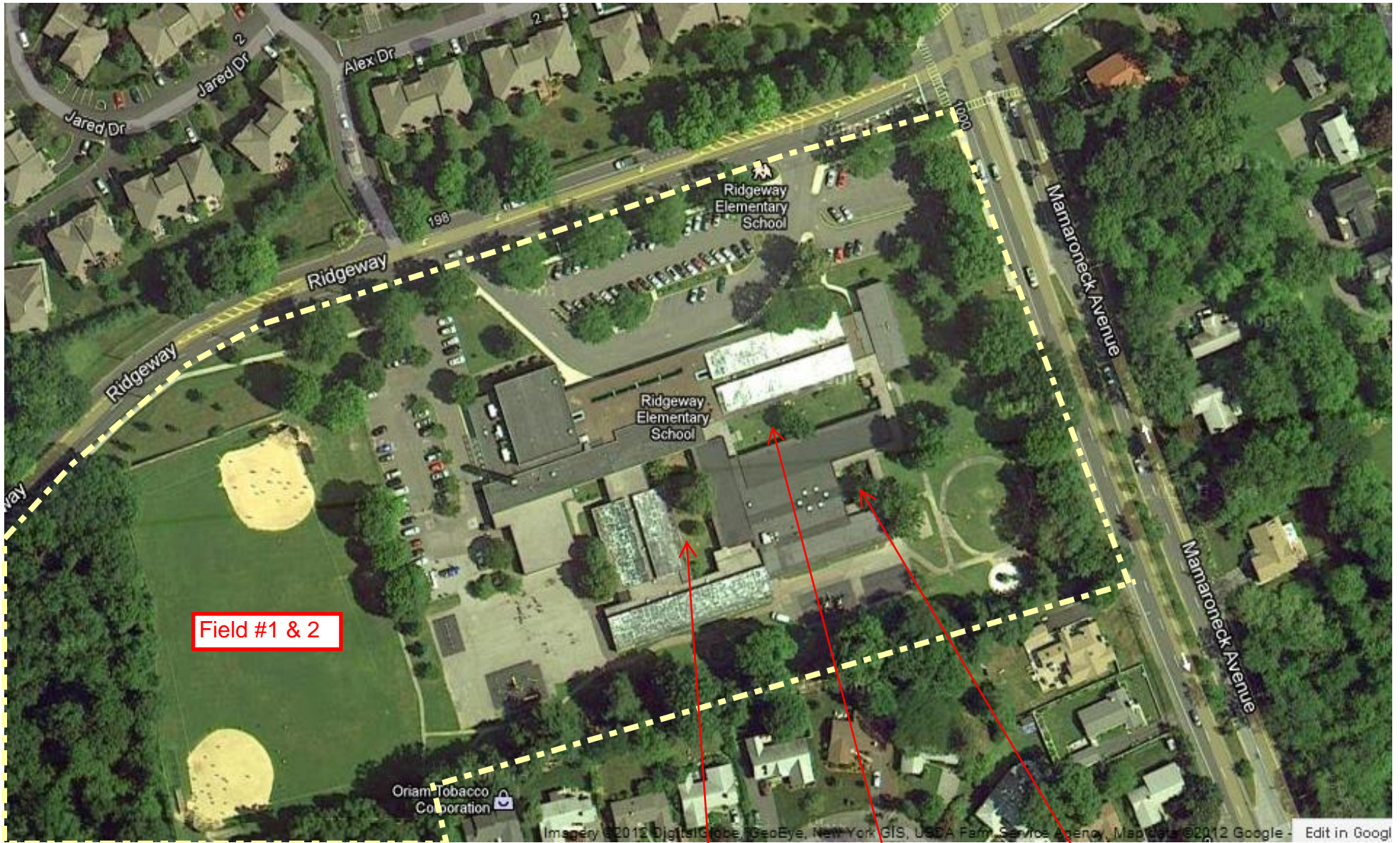


Mamaroneck Ave. Elementary School
7 Nosband Ave



Post Road Elementary School
175 West Post Road





Field #1 & 2

White Plains City School District
Ridgeway Elementary School
225 Ridgeway

Court Yard
#1

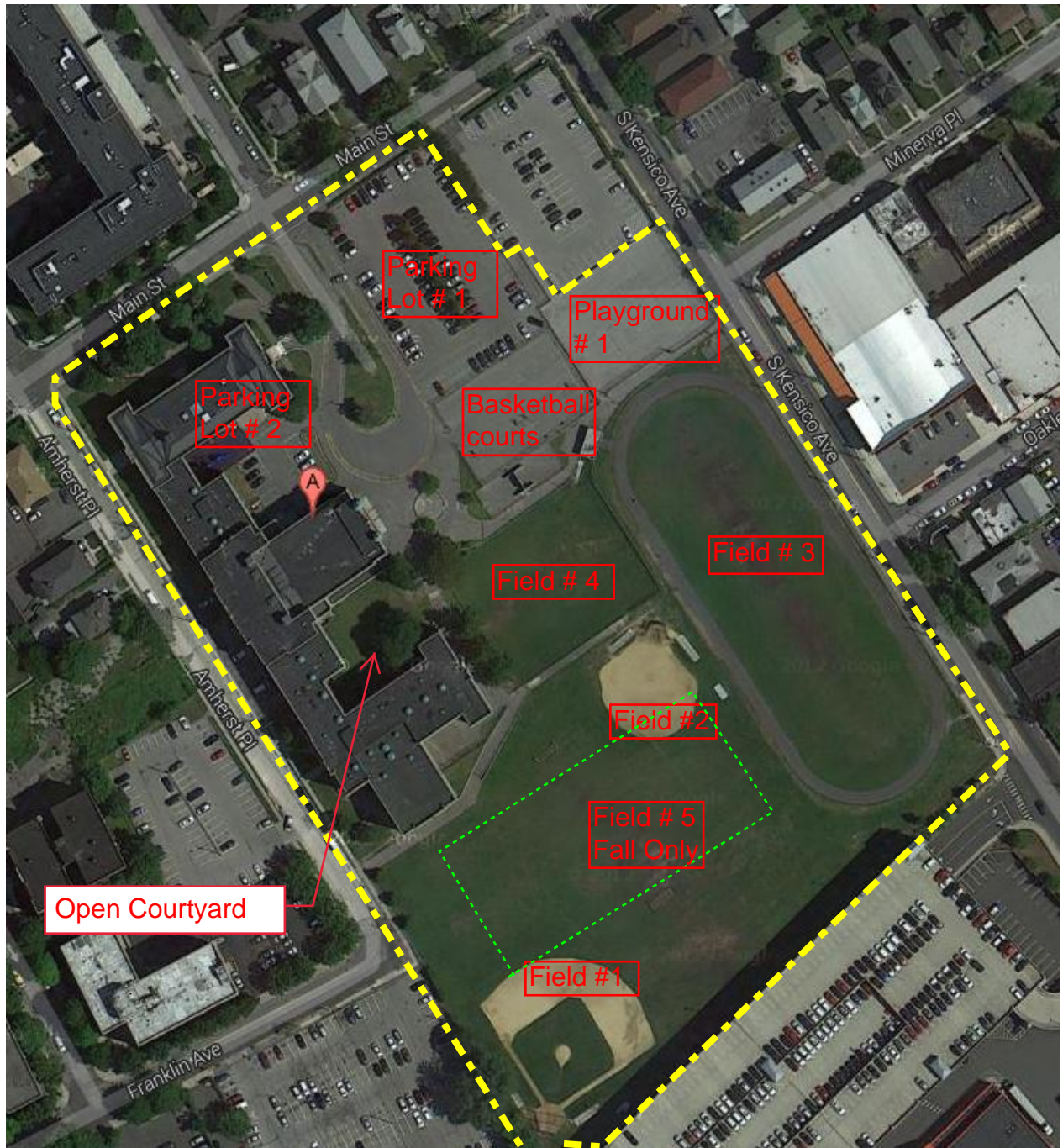
Court Yard
#2

Court Yard
#3

White Plains City School District, Highlands Middle School & Ralph Field



White Plains City School District
Eastview Middle School
Main Entrance: Main St
Deliveries: 7 Amherst Place





Student Entrance & Custodial Office

Field # 12

Field # 10

Field # 11

Field # 8

Field # 7

Field # 6

Field # 5

Field # 4

Field # 3

Field # 1

Field # 2

A Courtyard

G Courtyard

Senior Courtyard

B Courtyard

North Gym

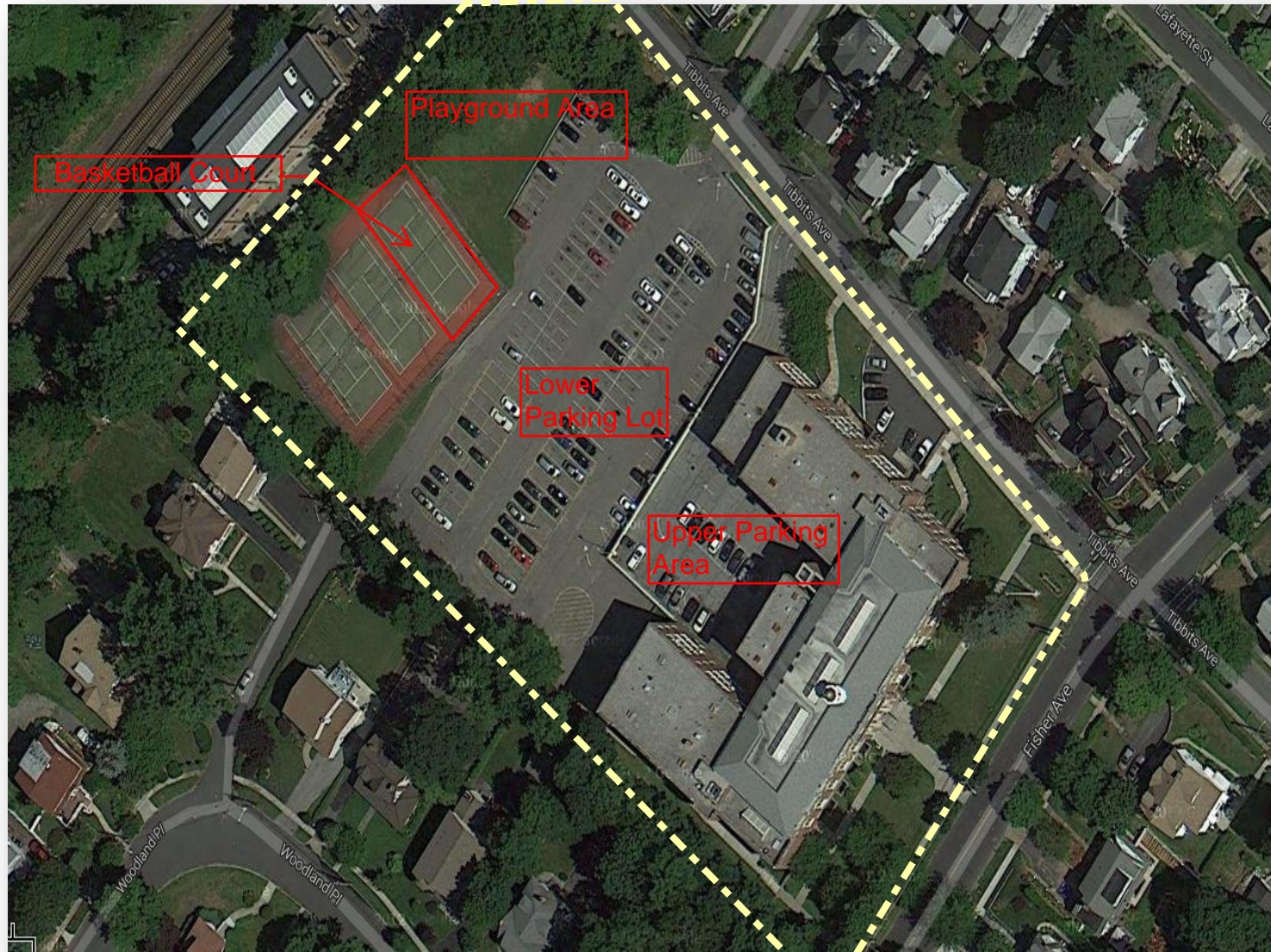
Pool

Tennis Courts

Facilities Building
580 North Street

White Plains High School
550 North Street
Date: 12-19-2013

Rochambeau School
228 Fisher Ave



White Plains City School District
"Ed House"
5 Homside Lane
White Plains, NY

