

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

**RE-BID #F2020-17: ELEVATOR MAINTENANCE, SERVICE &  
REPAIR**

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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"):

**LABOR & MATERIAL CONTRACT FOR:  
RE-BID #F2020-17: ELEVATOR MAINTENANCE, SERVICE & REPAIR  
Tuesday, May 5, 2020 – 1:00 PM**

Bids for RE-BID #F2020-17: ELEVATOR MAINTENANCE, SERVICE & 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: **RE-BID #F2020-17: ELEVATOR MAINTENANCE, SERVICE & REPAIR.** Bids shall remain firm for a period of forty-five (45) days following the date of the bid opening.

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 30).
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

**RE-BID #F2020-17: ELEVATOR  
MAINTENANCE, SERVICE & REPAIR**

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 5, 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. Performance and Payment Bonds as stipulated in #39 of Specifications are waived for the contract intended to be awarded.

## **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 30.
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. Bidders must provide a list of employees/technicians, their qualifications and certifications to work on elevators based on the inventory list provided.
11. 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. **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.**
17. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the 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.
18. 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 **RE-BID #F2020-17: ELEVATOR MAINTENANCE, SERVICE & REPAIR.** 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.

19. 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.
20. 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.
21. 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.
22. 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# 2020000401. Prevailing Wage Rates are subject to change annually on July 1<sup>st</sup>. Any bidder awarded a contract is responsible to meet the wages as posted by NYSDOL July 1<sup>st</sup> every year.
23. 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.
24. 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.

25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. Bid results will be available after a contract(s) is awarded by Board of Education or all bids are rejected.
31. **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 insure 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 1<sup>st</sup>. Bidder(s) awarded a Contract is responsible to meet the wages as posted by NYSDOL July 1<sup>st</sup> 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.
  - b. 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.
  - c. 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.

- d. The awarded Contract(s) may be cancelled or terminated by the Board of Education and all monies due or to be due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section.
- e. 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 22 – 27**).
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**

### **MAINTENANCE SERVICE**

It is the intention of this specification to include all skilled labor, material and equipment to perform maintenance service on passenger/freight elevators and ADA lifts in the White Plains Public Schools.

Mechanic/Apprentice Requirements: Mechanic/apprentice must be qualified through a New York State Registered Journeyman's Program. Mechanics working on site must have at least five (5) years' experience working in the trade. Contractor must submit prior to award, all credentials of employees potentially working on site. These include:

- Copy of journeyman's registration cards
- Number of years experience
- Copy of training record

#### **LOCATIONS: (9)                      UNITS: (11)**

Church Street School, 295 Church Street

- (1) Dover, Automatic, push button, oil hydraulic passenger elevator

George Washington School, 100 Orchard Street

- (1) Otis, Automatic push-button, oil hydraulic, passenger elevator
- (1) Garaventa Lift Ltd, Model GSL1, S/N 95-0455-35 (1995)

Mamaroneck Avenue School, 7 Nosband Avenue

- (1) Otis, Automatic push button, oil hydraulic passenger elevator

Post Road School, 175 W. Post Road

- (1) ThyssenKrupp, Model #TAC20, Passenger, 3-stop, hydraulic
- (1) Genesis EN Lift, S/N 41469, Installed 2009

Highlands Middle School, 128 Grandview Avenue

- (1) Otis Automatic push-button Basement Traction  
Passenger/Freight elevator. (Refurbished 2017)

Eastview Middle School, 7 Amherst Place

- (1) Canton Automatic push-button robed hydraulic passenger  
elevator

White Plains High School, 550 North Street

- (3) Monarch Automatic push-button oil hydraulic, passenger/freight  
elevators
- (1) Garaventa Lift Ltd., Model GSL-I, S/N 95-0713-45 (1996)

Rochambeau School, 228 Fisher Ave.

(1) Dover hydraulic

Board of Education Office, 5 Homeside Lane

(1) Otis Basement Traction Automatic push-button, hand-gate  
passenger elevator

- a. Inspect each elector car once per month and make all necessary adjustments and repairs - includes hall doors and car gates.
- b. Inspect each handicapped lift must be inspected quarterly.
- c. Furnish high quality oils and greases of approved manufacturer, lubricate as required, and if conditions warrant, repair or replacement of all of the following parts: ALL PARTS OR ATTACHMENTS MUST MEET REQUIREMENTS OF CITY OF WHITE PLAINS ELEVATOR CODE.

Machine, motor, generator and controller, worms, worm gears, thrusts, bearings, brakes and brake coils, idler sheaves and shafts, machine and shaft way limits, slack cable devices, all types of motor windings, communicators, collector rings, brushes, brush holders, and bearings of motors and generators, contacts, coils and resistances for operating and motor circuits. Brake shoes, pump motor, belts, cylinder packing, oil in reservoir, car guide shoes and rollers, counter weight shoes and rollers, limit devices, floor selector, car switch or landing push buttons, retiring cam mechanisms, emergency switches, door interlocks, gate switches, hatchway limit switches, hatchway control wiring and door checks, door hangers and component parts, contacts coils, and resistances for operating and motor circuits. Call buttons/switches, wire ropes, conductor cables, emergency lights, bells and batteries, hydraulic conductor cables, hydraulic oil recovery systems and pumps and cleaning of elevator pits and hatchways, guide rails or bracket castings; emergency lights and bells, and all other parts or equipment unless otherwise excluded in this specification.

- d. The Company will inspect, repair, adjust and replace as required car leveling devices and automatic operators, locking devices for car and/or shaft way doors, signal devices, pumping units and valves.

- e. Lubricate the guide rails with lubricants furnished by the Company and when necessary, renew car guide shoe gibs or guide rollers to insure smooth and quiet operation.
- f. Periodically, examine all safety devices and governors and test same in the presence of City Elevator Inspector, as required for five-year load test and calibration.
- g. As often as necessary, renew all wire ropes, repair or replace conductor cables.

Send a route inspector in response to emergency calls when the equipment covered by this contract has become inoperative.

- h. On due notice from the owner, comply with violations or recommendations of governmental authorities having jurisdiction and of casualty companies for repairs to parts as covered herein. The elevator company shall be responsible for any repair, if such repair notice was issued during the contract period.

The Company shall be responsible for the yearly required City Safety Test, but not for five-year load test and calibration. **All yearly safety testing is to be done during the month of July 2020. A written report using The Safety and Governor Test Report (page 41) must be submitted to the White Plains City School District and Operations Director.**

The Company shall not be required to install new attachments or parts on the elevators other than or different from those now constituting the equipment as may be recommended or directed by insurance companies or governmental authorities, or otherwise.

- i. This contract does not include repairs or renewals of the following equipment:

Hatchway enclosure, hatchway doorframes or bucks, vision panels, motor room enclosure, skylight; furnishing of, or repairs to electric power or power wiring, car lighting, AC, fans or car ventilation systems; renewing of rubber tile or any other type of car flooring; painting, decorating, refinishing or cleaning of elevator cab, doors, frames and bucks; replacement of cylinder or cylinder supports, cylinder casing, or any portion of piping embedded in a floor, partition and/or otherwise permanently affixed in place.



- j. The Company shall retain the responsibility for the first-class operation of the elevators, including car doors, hatchway doors, and their operating devices, car leveling.
- a.) All work, including regular inspections, and repairs in accordance with this contract shall be made during regular or overtime, as required, to have elevator operation for the owner's normal operational hours. Overtime rate shall be assumed by Elevator Company.
- b) Emergency service, overtime and unlimited service calls are included at no additional cost to the owner. All service calls placed before 3:00 P.M. will be acted upon within two hours during same day at no additional cost, or as stated in Section 10-a.
- c) Each contractor shall examine all sites and elevators and list all repairs, etc. needed to bring cars up to standard mandated by the City Elevator Code of White Plains. Cost related to these requirements shall be included in bid quotation. The contractor shall assume that all violations, etc., found at time of his visit shall be his responsibility to correct.
- d) The owner will provide reasonable means of access to all devices which are to be serviced. The Contractor shall be free to start and stop all primary equipment incidentals to the operation of the system.
- e) The Company shall not increase bid quotation during term of contract. Any and all decreases in cost shall be passed on to the owner.
- f) The City School District reserves the right to stop the work covered by this proposal and the contract at any time that they deem the successful bidder to be unable or incapable of performing the work to the satisfaction of the City School District and in the event of such stopping, the City School District shall have the right to arrange for the completion of the work in such manner as they may deem to be advisable. If the cost thereof exceeds the amount of the bid, the successful bidder and his surety shall be liable to the White Plains City School District for any excess cost on account thereof.
- g) All employees of the contractor employed in the performance of work under this contract shall be employees of the contractor. The contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The City School District may require dismissal from the work of employees which they deem incompetent, careless, insubordinate, unsuitable or otherwise objectionable

or whose continued employment the City School District deems contrary to the interest of the City School District or inconsistent with the best interest to the White Plains City School District.

- h) The Company shall not terminate contract until stipulated contract termination date. The owner may terminate contract with 30-day notice.
- i) The City School District reserves the right to terminate the contract for one or more schools if and when a school is closed due to District reorganization. Thirty (30) days' notice shall be given to contractor. The successful bidder shall be approved by the White Plains Building Department as an acceptable contractor for work done in White Plains.

**IMPORTANT NOTE:** All service work shall be done at times that will not interfere with the instructional programs/classes unless deemed by the school to be emergency work to keep system in operation.

Twelve Month No load car and counterweight safety test, final limit test, test of emergency operation and signal devices.

Education House, 5 Homeside Lane  
Highlands Middle School, 128 Grandview Ave.  
Eastview School, 7 Amherst Pl.

Twelve Month Hydraulic Elevator Test - Relief valve pump cut-off pressure test, car drift test.

Church Street School, 295 Church St.  
George Washington School, 200 Orchard St.  
Mamaroneck Avenue School, Nosband Ave.  
(3) White Plains High School, 550 North St.  
Post Road School, 175 W. Post Road  
Rochambeau School, 228 Fisher Ave.

Five-Year Test: Test times to be arranged with Facilities & Operations at 914 422-2050.

SAFETY AND GOVERNOR TEST REPORT  
(FILL OUT SEPARATE REPORT FOR EACH ELEVATOR)

<input type="checkbox"/> ANNUAL TEST	Date _____
<input type="checkbox"/> 5 YEAR TEST	Office _____
<input type="checkbox"/> NEW ELEVATOR	

Name of Building \_\_\_\_\_ Location \_\_\_\_\_

Elevator Serial No. \_\_\_\_\_ City & State \_\_\_\_\_

(If none, use motor or control serial no.)

Building Elevator No. \_\_\_\_\_ Customer PO No. \_\_\_\_\_ Job No. \_\_\_\_\_

Make of Elevator \_\_\_\_\_ Rate Car Speed \_\_\_\_\_ F.P.M. Rated Capacity \_\_\_\_\_ LBS.  
Safety Mfg. \_\_\_\_\_ Governor Mfg. \_\_\_\_\_  
Type of Governor: Fly Ball \_\_\_\_\_ Flyweight \_\_\_\_\_ Type Grip Jaws: Steel \_\_\_\_\_ Bronze \_\_\_\_\_  
Governor Rope: Iron \_\_\_\_\_ Steel \_\_\_\_\_ 8x9 \_\_\_\_\_ 6x19 \_\_\_\_\_ Size (Dia) \_\_\_\_\_ Rated Ultimate Strength \_\_\_\_\_  
Condition of Rope \_\_\_\_\_ Condition of Jaws \_\_\_\_\_  
Type of Safety: Instant \_\_\_\_\_ Wedge Clamp \_\_\_\_\_ Flex. Guide \_\_\_\_\_ Other \_\_\_\_\_ (Type)  
Condition \_\_\_\_\_  
Contact on: Governor \_\_\_\_\_ Releasing Carrier \_\_\_\_\_ Safety \_\_\_\_\_ Rated Cap. Of Safety \_\_\_\_\_ #  
Condition of Safety Drum Rope \_\_\_\_\_ Size \_\_\_\_\_

ANNUAL TEST --- OMIT ITEM (3-4-6-18-19)

INSTRUCTIONS: 5-YEAR TEST --- COMPLETE ALL ITEMS

To Comply with ANSI/ASME A17.1 Code Section 205, 206, 207, 208, 209, 1002 & 1003

- 1) Governor & safety free of excessive lubrication, lint and dirt: Yes \_\_\_\_ No \_\_\_\_
- 2) Hand test made of safety & governor to insure all bearing and rubbing surfaces, including rope grip-jaws operate freely as intended \_\_\_\_\_
- 3) Force required to pull rope through governor jaws. \_\_\_\_\_ (Must be less than 20% of Rated Ultimate Strength.)
- 4) Force required to pull governor rope from the release carrier. \_\_\_\_\_ (Can be no more than 60% of pull-through force.)
- 5) Car Safety operated by tripping governor by hand with car operating at slowest possible speed in down direction, no load \_\_\_\_\_
- 6) Safety checked and tested with rated cap. \_\_\_\_\_ lbs. evenly distributed over platform area, (Gov. & safety switch made inoperative) rope grip-jaws tripped by hand at rated speed \_\_\_\_\_ or over speed \_\_\_\_\_, Switch trip spd. \_\_\_\_\_ F.P.M. Jaw trip spd. \_\_\_\_\_ F.P.M.
- 7) Did the car stop level: Yes \_\_\_\_ No \_\_\_\_ How much out of level \_\_\_\_\_ D.B.G. \_\_\_\_\_ Max. 3/8" per ft.
- 8) Length of cable pulled off the drum \_\_\_\_\_. Number of turns of cable left on the drum \_\_\_\_\_.
- 9) Governor and safety reset, safety drum rewound evenly: \_\_\_\_\_ Safety jaw clearance \_\_\_\_\_
- 10) Indicate the length of the mark on the guide rails made by the safety jaws in inches: Left rail \_\_\_\_\_ inches. Right rail \_\_\_\_\_ inches.
- 11) Rails inspected and filed where necessary: Yes \_\_\_\_ No \_\_\_\_
- 12) Was it necessary to readjust the governor? Yes \_\_\_\_ No \_\_\_\_
- 13) Condition of governor rope after test \_\_\_\_\_
- 14) Governor adjustments sealed and tagged and Release Carrier tagged: Yes \_\_\_\_ No \_\_\_\_  
Was the test satisfactory: Yes \_\_\_\_ No \_\_\_\_ If not, explain: \_\_\_\_\_
- 15) Normal and Final Terminal stopping devices tested \_\_\_\_\_
- 16) Standby (Emergency) Power Operations tested (with 125% of Rated Load on Acceptance and 5 Year Tests) \_\_\_\_\_
- 17) Power Door System tested: Torque \_\_\_\_\_ # Kinetic \_\_\_\_\_ ft. #
- 18) Brake tested with 125% of Rated Load Rule 207.8 shall lower, stop and hold the car at it's lowest terminal with 125% of Rated Load.
- 19) Emergency Terminal Speed Limiting Devices tested \_\_\_\_\_

Representatives of the Insurance Co., City or State Inspector or Owner, present at test: Yes \_\_\_\_ No \_\_\_\_

Name & Title \_\_\_\_\_

Mechanic's Signature \_\_\_\_\_

Copy of this report given to customer: Yes \_\_\_\_ No \_\_\_\_ Customer's Signature \_\_\_\_\_

## 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** of the following **REQUIRED** forms:*

	<b>Letter from Insurance Agent (Specification 44, page 19)</b>
	<b>Company Information Sheet (page 31)</b>
	<b>Bid Forms, including Unit Pricing Sheets (pages 32-33)</b>
	<b>Form of Disclosure (page 34)</b>
	<b>Non-Collusive Certification Form (This form MUST be notarized) (page 35-36)</b>
	<b>Hold Harmless Agreement (This form MUST be notarized) (page 37)</b>
	<b>Iran Divestment Act of 2012 Certification Form (This form MUST be notarized) (page 38)</b>
	<b>Sexual Harassment Written Policy and Training Certification Form (This form MUST be notarized) (page 39)</b>
	<b>Bidder Not On Exclusion List Maintained By The Federal Government's System For Award Management (SAM) Certification Form (This form MUST be notarized) (page 40)</b>
	<b>References (page 41)</b>
	<b>Non-Bidders Response (Only if you are not submitting a bid) (page 42)</b>

<b>COMPANY INFORMATION SHEET</b>
----------------------------------

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: \_\_\_\_\_

<b>ACCOUNTS RECEIVABLE CONTACT</b>
------------------------------------

NAME: \_\_\_\_\_  
*Please Print*

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_  
*Please Print*

<b>SALES/SERVICE CONTACT (if different from bidder)</b>
---

NAME: \_\_\_\_\_  
*Please Print*

PHONE NUMBER: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_  
*Please Print*

### BID FORM/PROPOSAL

Re-Bid # F2020-17: Elevator Maintenance Service and Repair:  
Church Street School, Post Road School, George Washington School, Mamaroneck Avenue  
School, Highlands Middle School, Eastview Middle School, High School, Rochambeau School  
and Education House

---

Name of Company: \_\_\_\_\_

Bids will be awarded to the bidder submitting the lowest responsible bid based upon total.

CHURCH STREET SCHOOL, 295 Church Street	YEARLY
_____ DOLLARS \$ _____	
GEORGE WASHINGTON, 100 Orchard Street	YEARLY
_____ DOLLARS \$ _____	
MAMARONECK AVENUE SCHOOL, 7 Nosband Avenue	YEARLY
_____ DOLLARS \$ _____	
POST ROAD SCHOOL, 175 W. Post Road	YEARLY
_____ DOLLARS \$ _____	
HIGHLANDS MIDDLE SCHOOL, 128 Grandview Avenue	YEARLY
_____ DOLLARS \$ _____	
EASTVIEW MIDDLE SCHOOL, 350 Main Street	YEARLY
_____ DOLLARS \$ _____	
WHITE PLAINS HIGH SCHOOL (THREE UNITS), 550 North Street	YEARLY
_____ DOLLARS \$ _____	
EDUCATION HOUSE, 5 Homeside Lane	YEARLY
_____ DOLLARS \$ _____	
ROCHAMBEAU SCHOOL, 228 Fisher Ave.	YEARLY
_____ DOLLARS \$ _____	
GRAND TOTAL:	YEARLY
_____ DOLLARS \$ _____	

AWARD TO BE BY TOTAL

*Annual inspections must be completed during the month of July 2020.*

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

**\*\*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\*\***



**TECHNICIAN RATES:**

Regular Man Hours Weekdays	(7:00 am – 4:00 pm)	\$_____ per hour
Overtime Man Hours Weekdays	(4:01 pm to 6:59 am)	\$_____ per hour
Saturday Rate	(12:01 am – 11:59 pm)	\$_____ per hour
Sunday Rate	(12:01 am – 11:59 pm)	\$_____ per hour
Holiday Rate	(12:01 am – 11:59 pm)	\$_____ per hour

**APPRENTICE RATES:**

Regular Man Hours Weekdays	(7:00 am – 4:00 pm)	\$_____ per hour
Overtime Man Hours Weekdays	(4:01 pm to 6:59 am)	\$_____ per hour
Saturday Rate	(12:01 am – 11:59 pm)	\$_____ per hour
Sunday Rate	(12:01 am – 11:59 pm)	\$_____ per hour
Holiday Rate	(12:01 am – 11:59 pm)	\$_____ per hour

**All labor must be paid at the current prevailing wage rates.**

**Material Mark-up\_\_\_\_\_%**

(Represents the percentage mark-up on the purchase of all material, supplies, and equipment required to complete work outside of annual maintenance contract)

NOTE: Submit a list of Annual Holidays with your bid.

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

Signature of Bidder: \_\_\_\_\_

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

**NOTE:**

An invoice for work completed 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 43 and 44 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. The District requires that all invoices must contain the authorized Purchase Order number.

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

WPSCD 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

**RE-BID #F2020-17: ELEVATOR MAINTENANCE, SERVICE &**

The White Plains City School District is interested in ~~REPAIR~~ **REPAIR** 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 PROJECT OR CONTRACT NO.

PAYROLL NO. FOR WEEK ENDING DMB No. 1215-0149 Expires: 03/31/2003

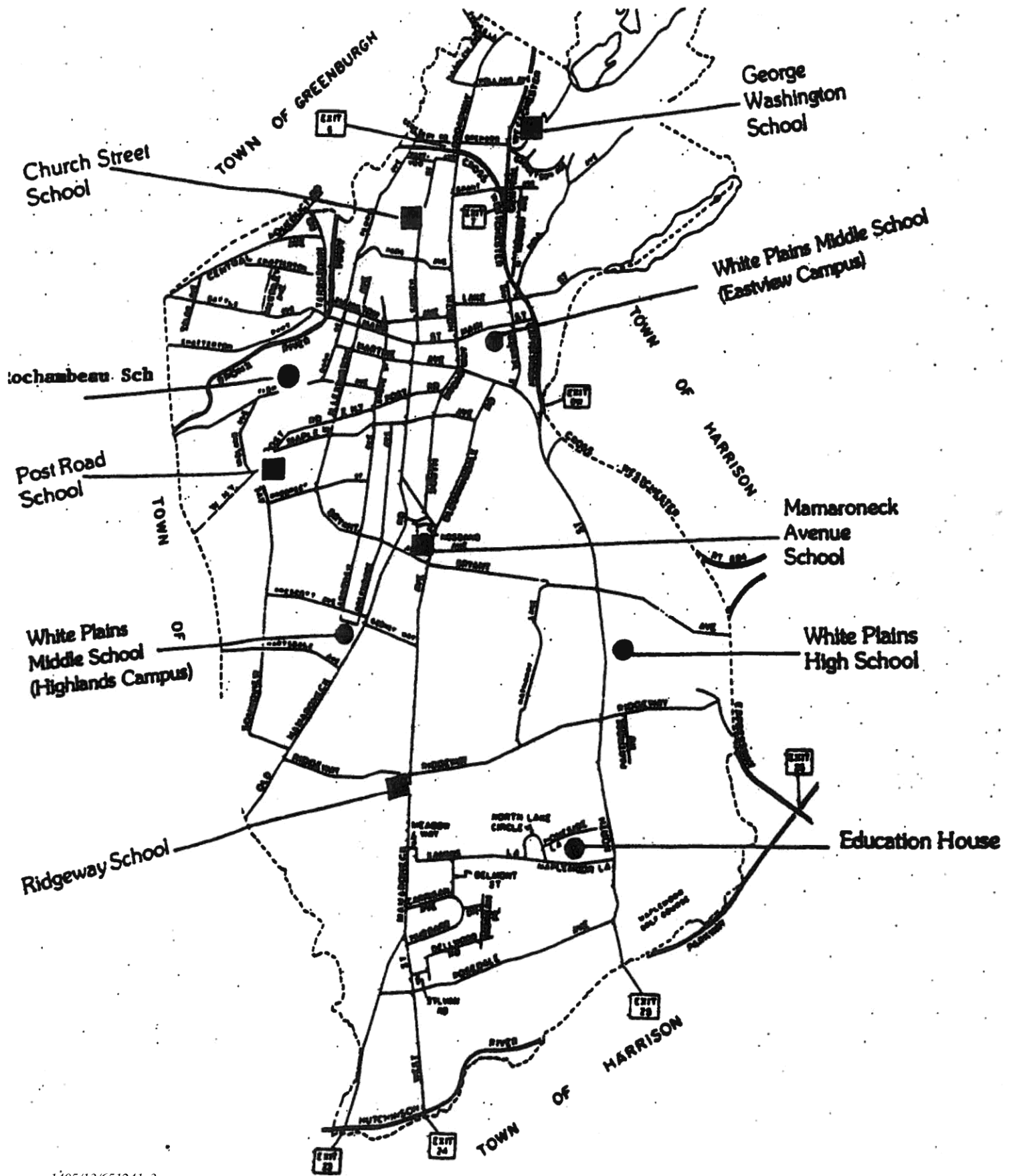
(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
														FICA	WITH- HOLDING TAX		OTHER	TOTAL DEDUCTIONS	
				HOURS WORKED EACH DAY															
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**WHITE PLAINS CITY SCHOOL DISTRICT**  
**5 Homeside Lane**  
**White Plains, NY 10605**

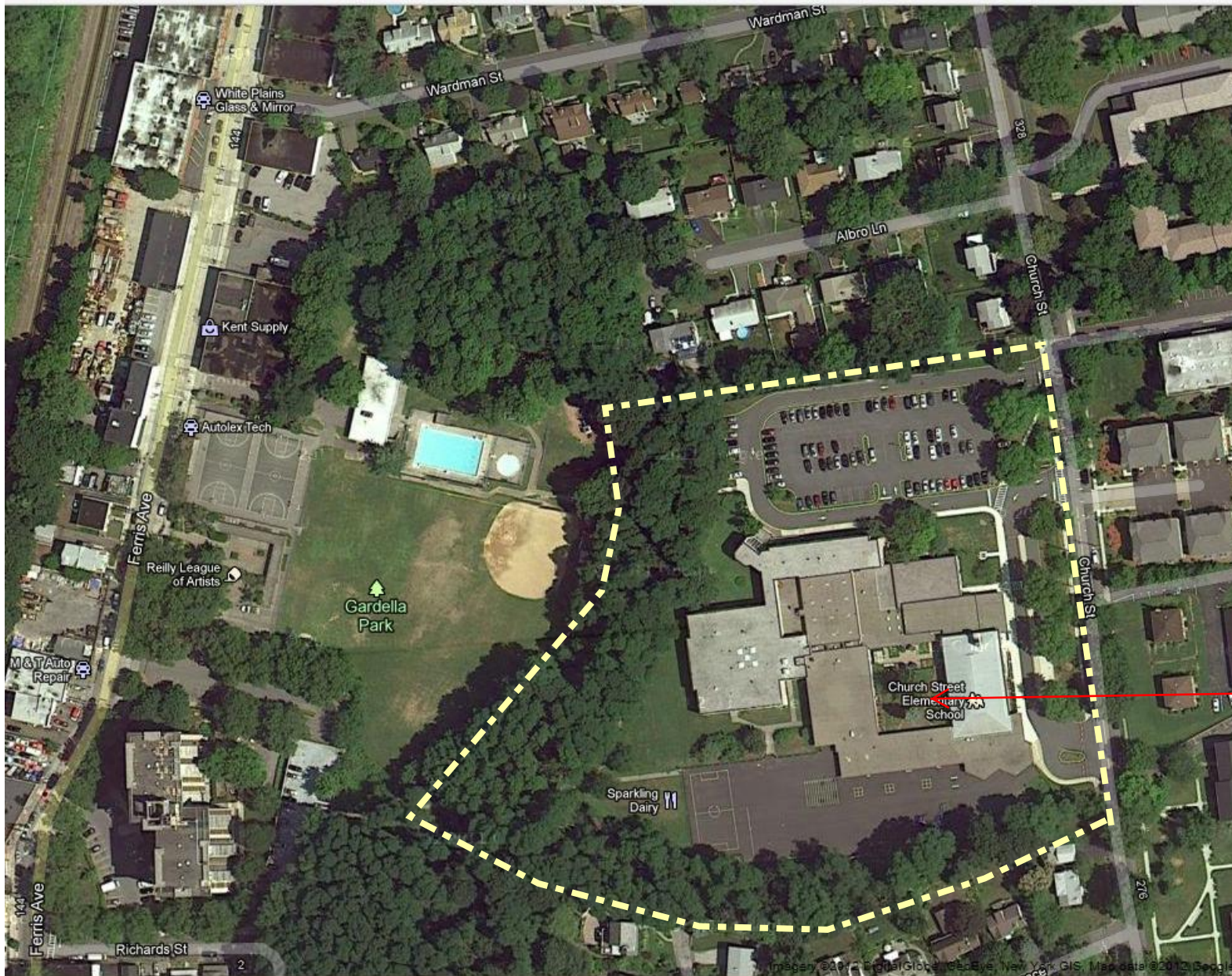
<u>Location</u>	<u>Custodian Name &amp; Email</u>	<u>Office</u>	<u>Cell</u>
1. Church Street School 295 Church Street 10603	Rob Dell'Orletta robertdellorletta@wpcsd.us	422-2404	703-5090
2. George Washington School 100 Orchard Street 10604	Darrel Kidd darrelkidd@wpcsd.us	422-2387	406-6267
3. Mamaroneck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

# WHITE PLAINS CITY SCHOOL DISTRICT





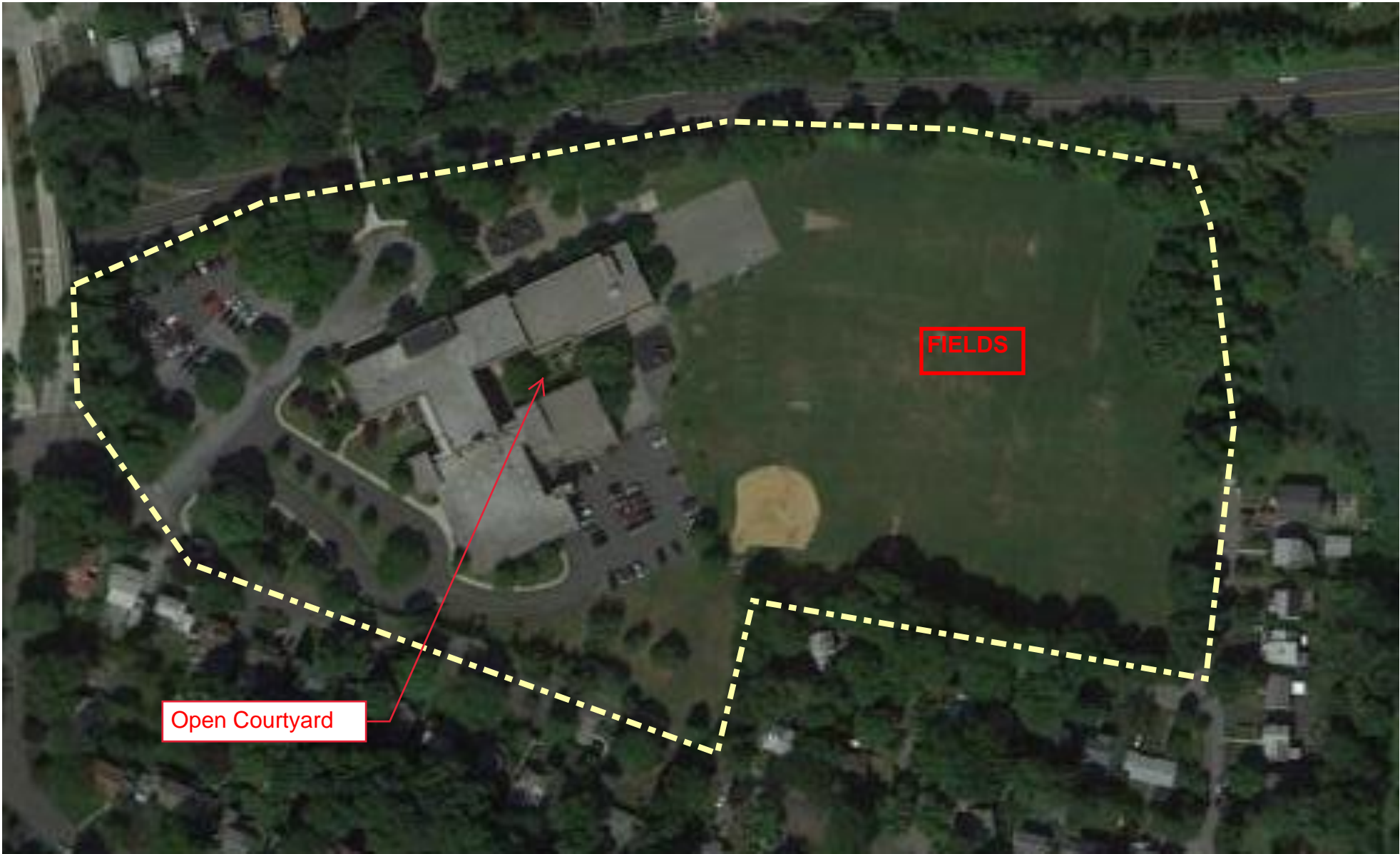
Church Street School  
225 Church Street



Courtyard

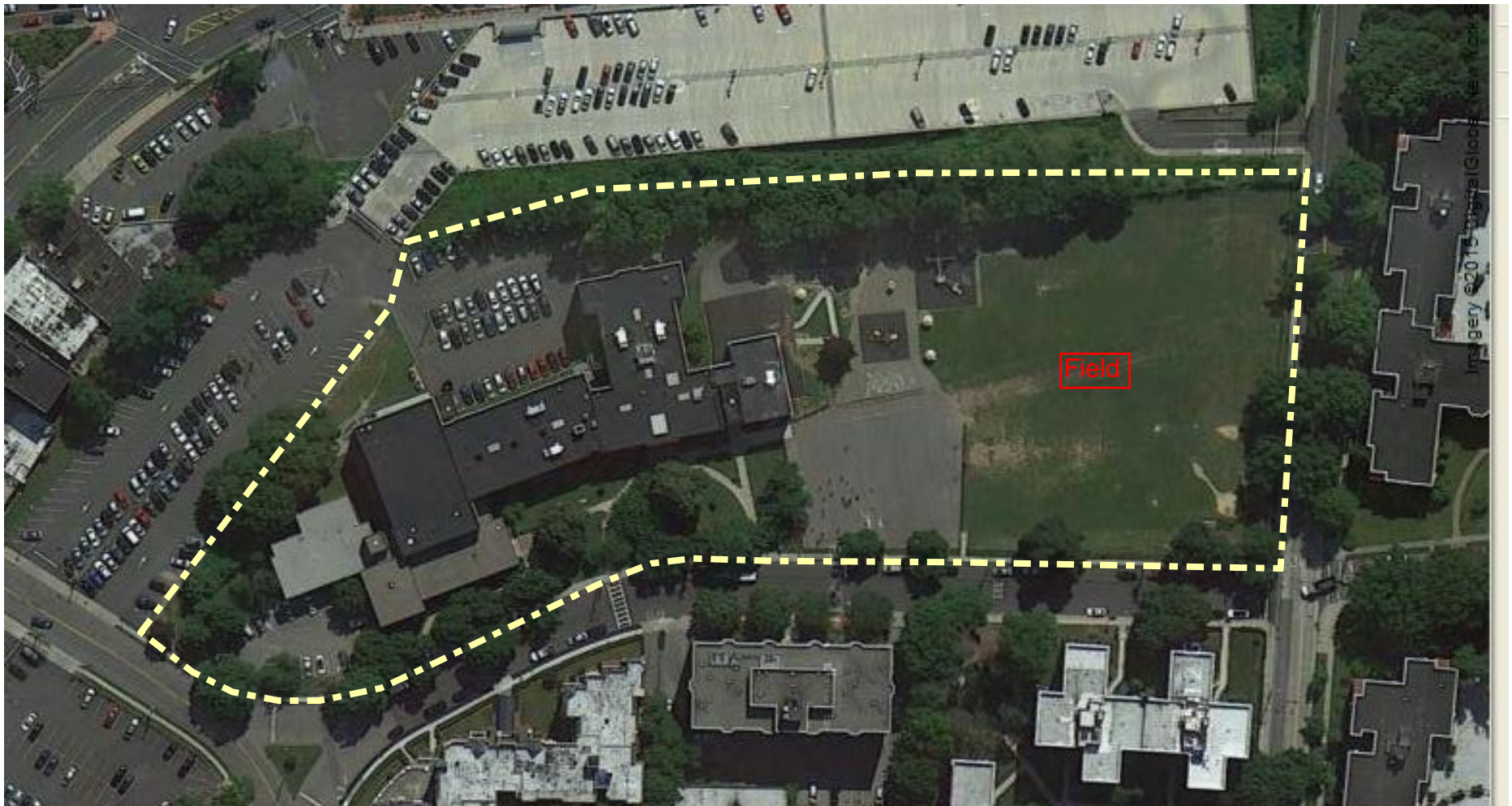


George Washington Elementary School  
100 Orchard Street





Mamaroneck Ave. Elementary School  
7 Nosband Ave

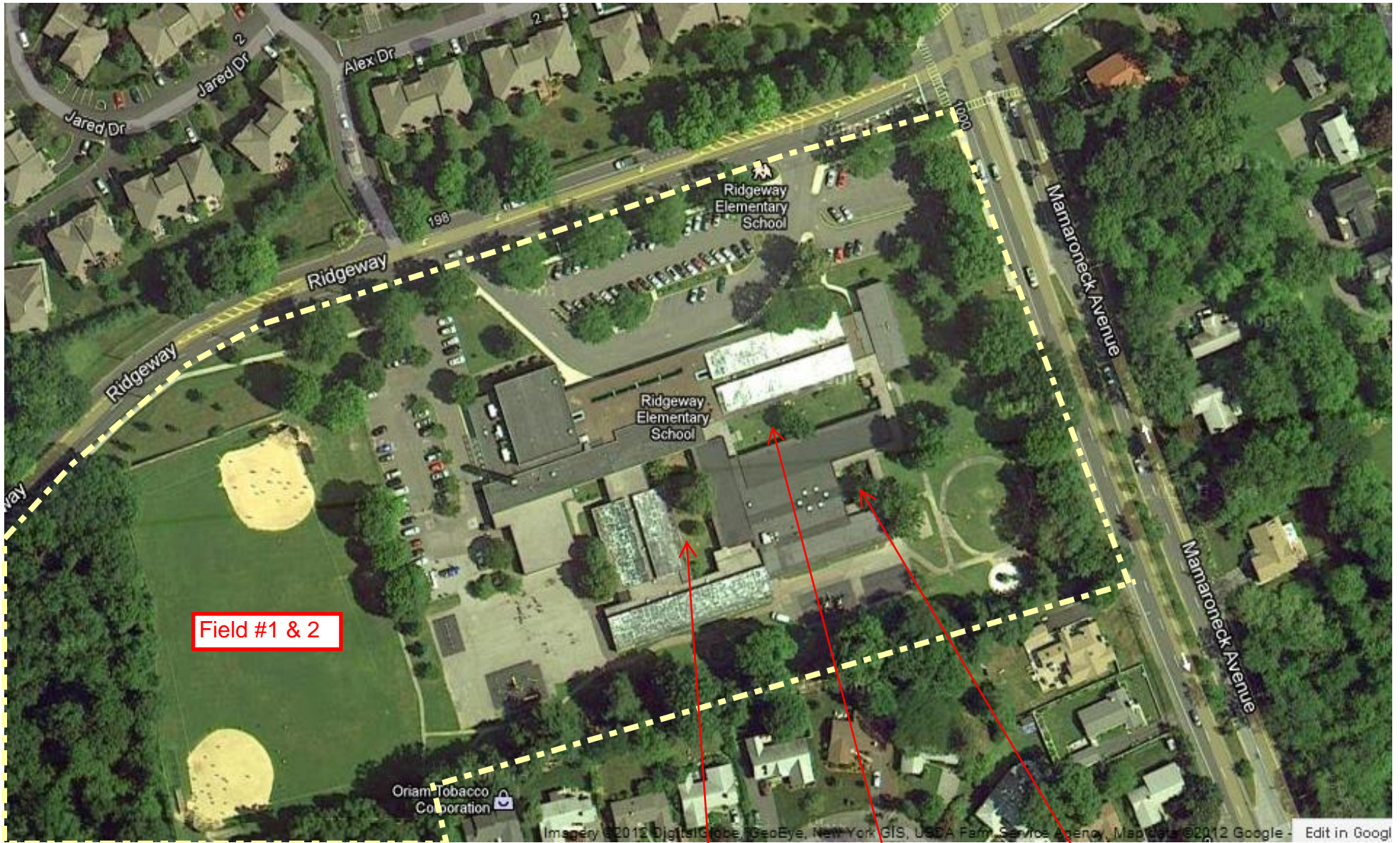




Post Road Elementary School  
175 West Post Road







Field #1 & 2

White Plains City School District  
Ridgeway Elementary School  
225 Ridgeway

Court Yard  
#1

Court Yard  
#2

Court Yard  
#3

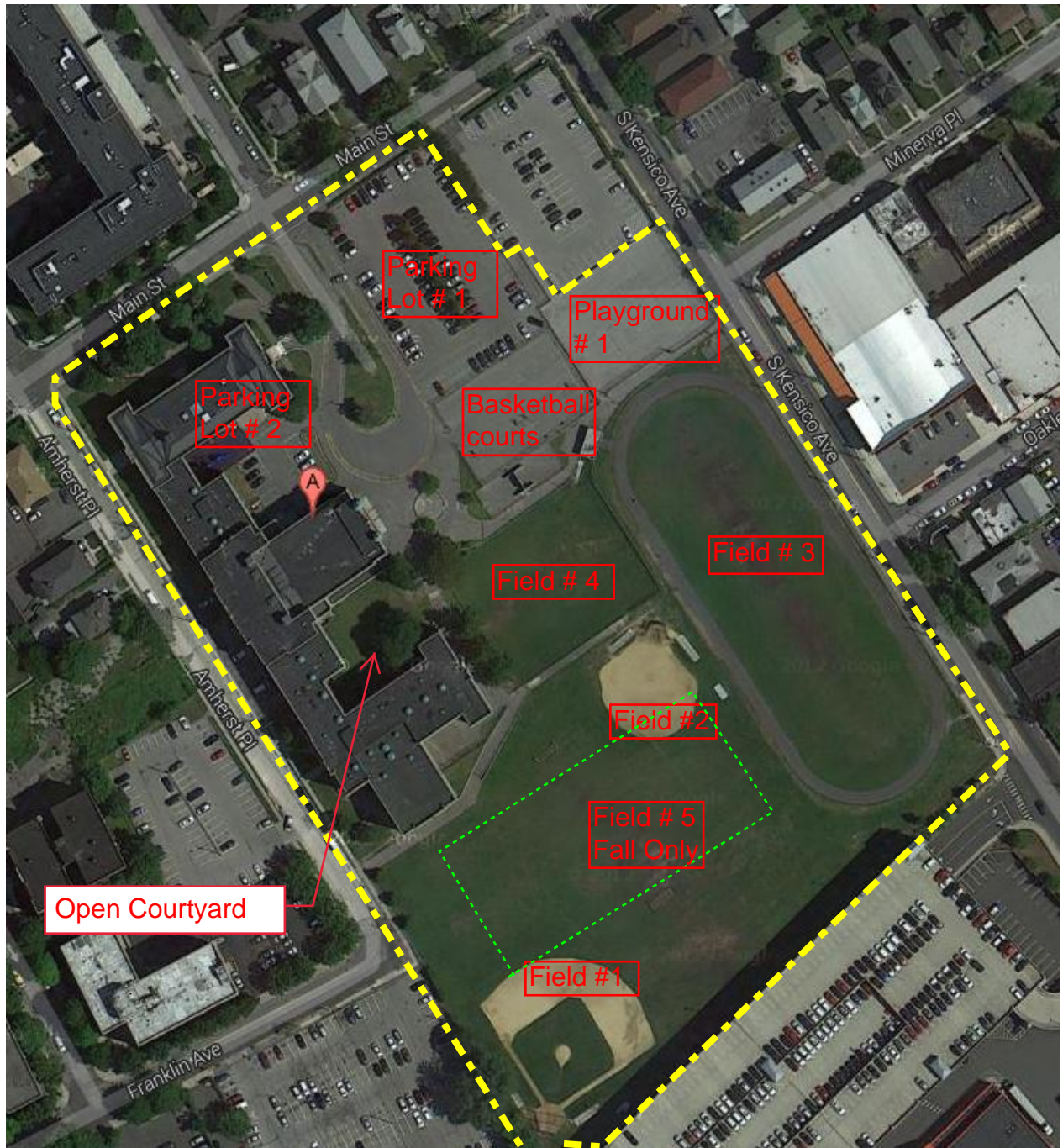


White Plains City School District, Highlands Middle School & Ralph Field





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**

**North Gym**

**Pool**

**Tennis Courts**

**A Courtyard**

**G Courtyard**

**Senior Courtyard**

**B Courtyard**

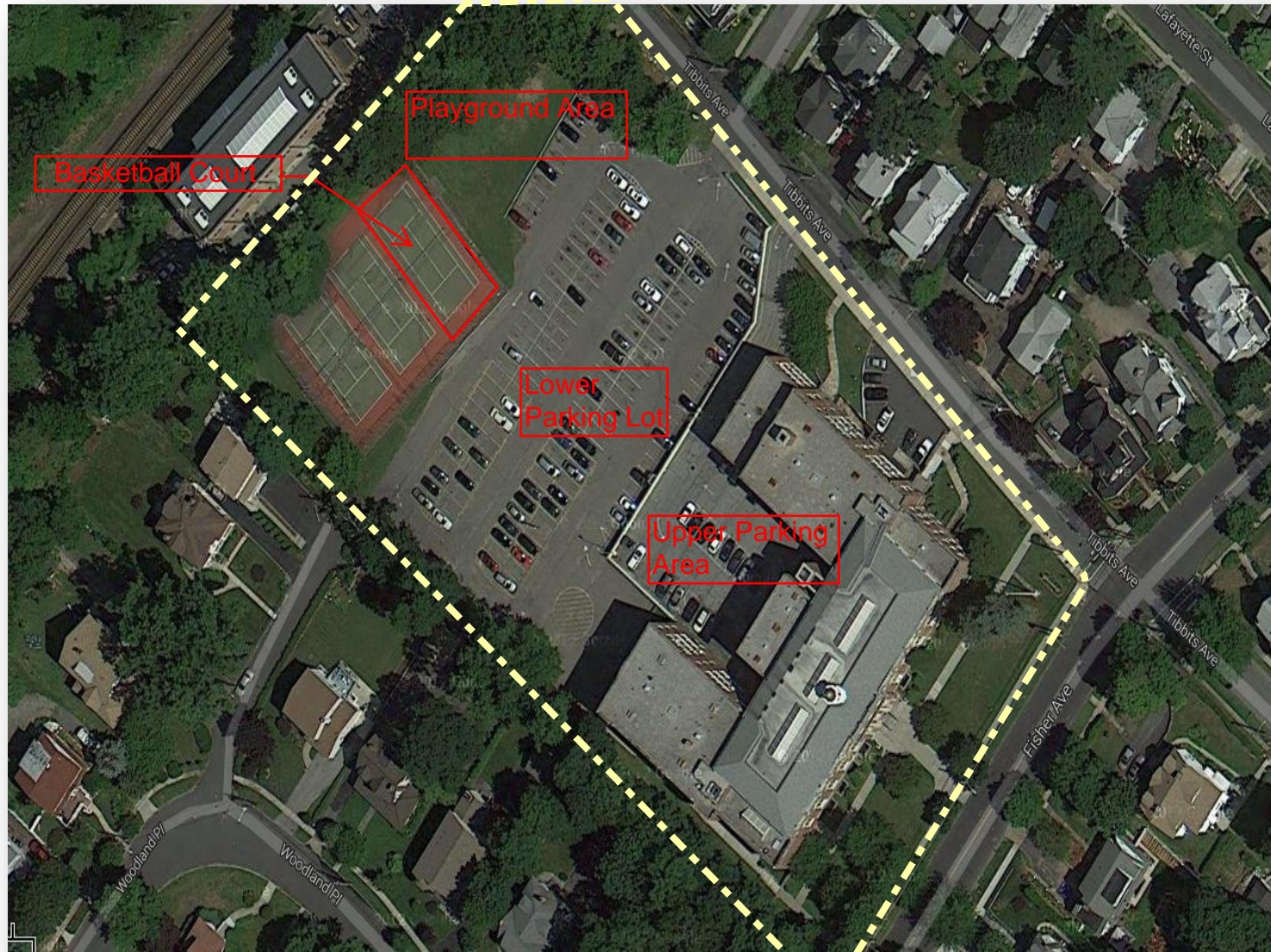
**White Plains High School**

**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 Homese Lane  
White Plains, NY

