

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

**Bid #F2013-20: Test and Repair Standpipe Systems, RPZ Valves, Sprinkler Systems, Fire Hydrants,
Water Meters and Elevated Gas Pressure Meters**

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(www.labor.state.ny.us)

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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 contracts in the schools of the School District:

**LABOR AND MATERIAL CONTRACT FOR:
BID #F2013-20: Test and Repair Standpipe Systems, RPZ Valves, Sprinkler Systems, Fire Hydrants,
Water Meters and Elevated Gas Pressure Meters
April 26, 2013 – 2:00 P.M.**

Bids for Bid #F2013-20: Test and Repair Standpipe Systems, RPZ Valves, Sprinkler Systems, Fire Hydrants, Water Meters and Elevated Gas Pressure Meters for the term of July 1, 2013 through June 30, 2014 will be received until the above stated hour of prevailing time and date at the Purchasing Office, 5 Homeside Lane, White Plains, New York, at which time and place all bids will be publicly opened. Specifications and bid forms must be obtained by going online at www.empirestatebidsystem.com. Only those vendors who obtain bidding documents from **empirestatebidsystem.com** are guaranteed to receive addendum information, if such is issued. If you have obtained documents from a source other than **empirestatebidsystem.com**, the District will not guarantee the integrity of the document.

Bids must be presented on the proposal form in the manner designated therein and as required by the Specifications. All bids must be enclosed in sealed envelopes which are clearly marked on the outside: **Bid #F2013-20: Test and Repair Standpipe Systems, RPZ Valves, Sprinkler Systems, Fire Hydrants, Water Meters and Elevated Gas Pressure Meters**. 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 any informalities in or to reject any or all bids, or to accept that bid which, in the Board of Education's judgment, is in the best interest of the School District.

The Board of Education may award this bid in whole or in part.

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: Diane Markert
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 33).
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 this document for its files.
4. Proposals must be presented in a sealed envelope addressed as follows:

Board of Education
White Plains City School District
5 Homeside Lane
White Plains, New York 10605

**Bid #2013 -20: Test and Repair Standpipe
Systems, RPZ Valves, Sprinkler Systems, Fire
Hydrants, Water Meters and Elevated Gas
Pressure Meters**

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 **2:00 p.m.** on **April 26, 2013** at the White Plains City School District, White Plains, New York. All bids will be publicly opened at the above-stated times at the School District's Business Office located at 5 Homeside Lane, White Plains, New York.
7. The awarded contractor 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 Bond as stipulated in #37 of Specification, waived for this contract.
Bid Security Waived

BIDDING PROCEDURE AND REQUIREMENTS

1. The date and time of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on and in accordance with forms provided by the Board and included in this document. The proposal sheets are not to be removed from the document.
3. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount will govern.
4. A Bidder shall not make any stipulations on the Bid Form 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.
5. A Bid shall include the legal name of Bidder and a statement whether the Bidder 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 to a Contract. All required signatures shall be handwritten in ink with the full name of the person executing same. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature. A Bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed on the signature pages of each Form of Proposal. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
6. Bidders will provide, along with the completed Bid package, 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 they have served during the past three (3) years and a summary of their experience over at least three (3) years of successful completion of the services required herein in compliance with the applicable laws, rules and regulations of the State of New York.
7. All information required in the Notice to Bidders, Specifications and Bid Offer, in connection with each item against which a bid is submitted, must be provided to constitute a regular bid.
8. No alteration, erasure, or addition is to be made to the typewritten or printed matter. Any deviations from the conditions and specifications will constitute sufficient grounds for rejection of bid.
9. 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. Facsimile, printed, or typewritten signatures are not acceptable.
10. 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.
11. 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. **HOWEVER, THE BOARD OF EDUCATION RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS TO BE BIDDING OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC BID, 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.

12. 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 specifications.
13. 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. Bid envelopes must be clearly **marked Bid #F2013-20: Test and Repair Standpipe Systems, RPZ Valves, Sprinkler Systems, Fire Hydrants, Water Meters and Elevated Gas Pressure Meters**. 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.
14. This contract will be awarded for the period July 1, 2013 through June 30, 2014.
15. Bidders shall submit its bid on the provided Bid Form. Bidder's proposal 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.
16. Labor payments shall be only for time on the job site. Travel time shall not be included in the proposal cost.
17. 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 successful bidder and the School District. The Contract shall bind the successful bidder to furnish the labor and material required at the prices and in accordance with the conditions of its bid.
18. The placing in the mail of a notice of award to a successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of Contract.
19. It is mutually understood and agreed that the successful bidder 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 previous written consent of the School District.
20. The General Conditions, Specifications, Notice to Bidder, and Addenda shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract Documents" shall include all of the aforesaid together with the Contract itself.
21. Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein 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.

22. 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.

23. Bid results available only after awarded by Board of Education.

24. **IRAN DIVESTMENT ACT**

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that 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 on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor 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 Contract is renewed or extended.

During the term of the 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 Contractor 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.

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 Contract(s), 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 this contract.
- 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 (3) three 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) 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.
- f) Bidders shall be knowledgeable of 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.
- g) 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 with respect to this item.
- h) 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.
- i) Bidder must be financially 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.
- j) 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 information presented.

- k) Contractor must have a safety program that is compliant with OSHA Regulations and Standards. The contractor shall make available for inspection their program and training documents.
- l) The bidder must submit proof of being a licensed plumber for White Plains and Westchester County.
- m) Bidder must be a licensed Westchester County contractor.

INTERPRETATION OF BIDDING DOCUMENTS

No interpretation of the meaning of the specifications or other Contract document will be made to any bidder orally. Every request for such interpretation should be made in writing, addressed to **Diane Markert, Purchasing Agent**, White Plains City School District, 5 Homeside Lane, White Plains, New York 10605, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all interpretations and any supplemental instructions will be sent to all bidders of record by the School District or its designee in the form of addenda to the specifications. All addenda so issued shall be sent by certified mail, return receipt requested, or by fax with receipt acknowledged, and shall become a part of the Contract documents. 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, their conformity with the specifications, the purposes for which required, and the terms of delivery.

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 specifications. The White Plains City School District guarantees no minimum or maximum purchases or contracts as a result of award of this bid. White Plains City School District reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded by the White Plains City School District Board of Education as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the sole discretion of the vendor and the vendor is only bound to any contract between the White Plains City school District and the vendor. Vendor may not look to White Plains City School District for payment in the event another municipality or authorized entity piggybacks on a White Plains City School District awarded bid and orders equipment, materials or supplies, but fails to pay for them. 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 waive technical defects, qualifications, irregularities, and omissions if in its judgment the best interests of the School District will be served; and to reject 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, and 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.

S P E C I F I C A T I O N S

1. To provide skilled, experienced, prompt service to a wide variety of projects on an “on-call” basis and/or as required to complete the work described herein.
2. Work shall include testing, repair, replacement, installation, new work and general maintenance of equipment and/or facilities as the case may be.
3. The successful bidder 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 successful bidder, the School District will seek consent of the Board of Education, in advance, to call upon the second lowest bidder to perform at his quoted price with no penalty to the lowest bidder.
5. Proof of proper licensure and certification of each employee furnishing services pursuant to this contract shall be furnished to the School District.
6. The successful bidder 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 successful bidder shall not have any contact or communication with any student or teacher.
9. Photo identification badges must be worn at all times that the successful bidder, its agents or employees are on-site rendering services or performing work.
10. Non-interference with Occupation of the Buildings and Premises:
 - (a) The Contractor 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, telegraph, the interior fire alarm system, gongs, bells 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 Director and, in the case of replacements, not until the essential material or fixture therefore shall have been delivered at the building.
 - (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 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.

11. 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 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 Director of Facilities & Operations. When such permission has been given, the Contractor shall provide and erect temporary partitions, barriers, etc., wherever required to insure absolute safety of the occupants of the building or premises. Under this contract, 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. 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 successful bidder shall use the most current materials manufactured. Obsolete or out of date materials shall not be allowed under any circumstances.
14. Necessary parts and materials shall be included in costs as stated in the Bid Form. If requested by the School District, the successful bidder will attach to each of its invoices a receipt and/or purchase order for the materials/parts purchased by the successful 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 contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the School District.
15. The School District reserves the right to furnish parts and materials if it deems it to be in its best interest.
16. The successful bidder 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 successful bidder shall furnish the source and amount of such inventory.
17. Delivery must be made in accordance with the proposal and specifications. The decision of the School District as to reasonable compliance with delivery terms shall be final.
18. 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.
19. 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.
20. The successful bidder shall be responsible for delivery of items in good condition at the point of destination. The successful bidder 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 successful bidder when packages are not received in good conditions.

21. 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.
22. Unloading and placing of the equipment inside the building is the responsibility of the successful bidder, and the School District accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to it. No help for unloading will be provided by the School District, and suppliers should notify their truckers accordingly.
23. The successful bidder 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 successful 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 successful bidder shall promptly remove such equipment from the premises of the School District. The successful bidder shall be solely responsible for the protection of materials and equipment stored on the premises from weather, theft, damage and all other adversity. The successful bidder 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 successful bidder 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, the successful 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 successful bidder. The cost of such cleaning company, together with the cost of any custodial costs of the School District, will be charged to the successful bidder.
24. 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 Successful Bidder
25. Cartons shall be labeled with purchase order number, successful bidder's name and general statement of contents. Failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.
26. No travel time will be paid. 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.
27. 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 specifications.

28. 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 # and School District work order #
 - Breakdown of labor, unit costs and material costs, as awarded
 - Copy of vendor generated service ticket signed by School District employee
 - Certified payroll
 - Supporting documentation for parts, etc.
29. 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. Successful bidders must obtain prior written approval from the School District for payment of special vehicle use.
30. The successful bidder shall pay its employees "prevailing rate of wage" as defined in Section 220 of the New York Labor Law, Schedule of Wage Rates.
31. The successful bidder 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.
32. 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 this contract or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color 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 this contract on account of race, color, creed or national origin.
 - c. There may be deducted from the amount payable to the successful bidder a penalty of one hundred 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. This Contract may be cancelled or terminated by the Board of Education and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.
 - e. The aforesaid provisions of this section shall be limited to operations performed within the territorial limits of the State of New York.
33. The successful bidder 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 successful bidder shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the School District, its 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.

34. The successful bidder shall be licensed by the County of Westchester and local municipalities, where required.
35. All work must be performed and installed in accordance with the current edition of all applicable laws, rules, regulations and/or local codes.
36. The School District reserves the right to assign its personnel to assist the successful bidder's mechanics if the School District deems such assistance to be in its best interest.
37. The successful bidder shall furnish performance and labor and material bonds equal to 100% of the Contract to guarantee the faithful performance of such Contract. Such bonds shall be maintained in full force and effect until at least two (2) years after the Contract has been fully performed. The successful bidder 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 Contractor 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 Contractor under the Contract, the Contractor 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 Lender and the School District. The successful bidder shall deliver the required bonds to the Owner prior to beginning work at the site, but no later than seven (7) days after execution of the Contract. Said bonds shall be in the form of AIA Form A312 1984 3rd edition, pages 1 through 6.

38. The School District may, in the School District's sole discretion and without prior notice to the successful bidder, inform the surety of the progress of the successful 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 the successful bidder's work.

39. If the surety on any Bond furnished by the successful bidder 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 successful 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.
40. The bonds shall be furnished to the School District within thirty (30) days of the bid award. Failure to meet this requirement may result in termination of the Contract at the sole discretion of the School District.
41. The successful bidder shall purchase and maintain insurance which may arise from operations under the contract. Said policies shall be purchased in the amounts set forth in Appendix "A" to protect the Board against claims arising from or related to the operations of the successful bidder and its subcontractors.

The successful bidder shall pay all deductibles of Board's insurance for claims as a result of the negligence of the successful 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 successful bidder shall require all subcontractors to carry similar insurance coverages and limits of liability as set forth above and adjusted to the nature of subcontractors' operations and submit same to the Board for approval prior to start of any work. In the event successful bidder fails to obtain the required certificates of insurance from the subcontractor and a claim is made or suffered, the successful bidder shall indemnify, defend, and hold harmless the Board, its agents 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 Contract.

42. 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 Request will be met. The name of the insurance company that will provide the mandated insurance will be stipulated. The insurance carrier must be licensed to do business in New York State.
43. 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 successful bidder, 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 successful bidder agrees to assist in obtaining any such desired information.
44. The successful bidder 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

Contract(s), including but not limited to claims brought against the School District by third parties, employees of the School District, or employees of the successful bidder.

45. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the 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 the successful bidder, except for strikes or labor unrest, and which by exercise of reasonable diligence it is unable to prevent.
46. All labor shall be guaranteed for the period of one (1) year from the date of acceptance. Unless provided otherwise in the 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 successful bidder and/or manufacturer on a particular item covers a longer period of time than one (1) year, the longer guarantee period shall be applicable.
47. Contractor shall provide, for approval, a detailed drawing showing construction, hardware and method of installation.
48. Upon request, contractor shall submit an estimate before starting work.
49. This contract may be terminated by the School District upon not less than seven (7) days written notice should the successful bidder fail substantially to perform in accordance with the terms of this contract through no fault of the party initiating the termination. 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 successful bidder; 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 contractor and the 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 successful bidder's creditors, or where a trustee or receiver is appointed for Contractor 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 successful bidder under or pursuant to the Contract Documents; failure to furnish the School District with assurances satisfactory to the Owner evidencing the successful bidder's 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 this contract and set forth herein.
50. The successful bidder 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 the successful bidder. In the event this contract is terminated, the successful bidder

shall be compensated for work performed to the date of such termination in accordance with this contract.

51. The District may at any time, at will and without cause, terminate any part of the Contractor's work or all of the Contractor's remaining work for any reason whatsoever by giving three (3) days' written notice to Contractor, specifying the portion of the Contractor's work to be terminated and the effective date of termination.

Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instruction from the 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 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 contract which has not been so terminated; and
- e. take actions that may be necessary, or that the District may direct, for the protection and preservation of the terminated Work.

APPENDIX "A"

INSURANCE

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the successful bidder hereby agrees to effectuate the naming of the School District as an additional insured on the successful 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 equivalent. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance; and,
 - State that the organization's coverage shall be primary coverage for the School District, its Board, employees and volunteers.
- III. The successful bidder 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 and Employers' Liability Insurance for all employees.
 - **Errors and Omissions Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the successful bidder performed under the contract for the School District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. If the successful bidder is providing environmental services, the errors & omissions policy must be endorsed to include coverage for these services.
- V. The successful bidder acknowledges that 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 successful bidder is to provide the School District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
- VI. The School District is a member/owner of the New York Schools Insurance Reciprocal (NYSIR). The Construction Manager 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.

COMPANY INFORMATION SHEET

NAME OF COMPANY: _____

ADDRESS: _____

FEDERAL E.I.#: _____

PHONE NUMBER: _____

FAX NUMBER: _____

NAME OF BIDDER: _____

TITLE OF BIDDER: _____

EMAIL ADDRESS: _____

DATE: _____

TECHNICAL SPECIFICATIONS

1. Bidders shall be responsible for visiting the respective sites to fully familiarize themselves with the scope of work required under this contract.
2. The successful bidder shall be responsible for complying with all laws, rules, regulations, codes and/or ordinances as they apply to this contract.
3. The successful bidder will be required to perform all following work under this contract in accordance with all applicable codes and regulations.
4. The successful bidder must provide the White Plains School District with a written schedule of date, time and location of inspections.
5. The successful bidder will coordinate inspections with the White Plains Water Department and pay associated fees.
6. The successful bidder will submit a written result of each inspection, an estimate for repairs if any, and will perform the reinspection upon completion of repairs.
7. The successful bidder will then submit in writing the final test results.
8. All bids submitted shall include all labor, equipment, materials, transportation and utensils necessary to perform the work requested by the White Plains School District.
9. Bidders must comply with the prevailing wage rates that are applicable to this contract. All wages and supplements paid to laborers on this contract 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 #2013002430 is included. Prevailing Wage Rates are subject to change annually on July 1st. Awarded vendor is responsible to meet the wages as posted by NYSDOL July 1st every year.

BID FORM/PROPOSAL

A. TEST AND REPAIR OF SPRINKLER SYSTEMS IN ACCORDANCE WITH NFPA25-1998

POST ROAD SCHOOL, HIGHLANDS MIDDLE SCHOOL, EASTVIEW MIDDLE SCHOOL, WHITE PLAINS HIGH SCHOOL and ROCHAMBEAU SCHOOL

NOTE: Flow Switch must be tested after hours. All other work can be done during school hours.

Name of Company: _____

POST ROAD SCHOOL, 175 W. Post Road
_____ DOLLARS (\$ _____)

HIGHLANDS MIDDLE SCHOOL, 128 Grandview Ave.
_____ DOLLARS (\$ _____)

EASTVIEW MIDDLE SCHOOL, 350 Main Street
_____ DOLLARS (\$ _____)

WHITE PLAINS HIGH SCHOOL, 550 North Street
_____ DOLLARS (\$ _____)

ROCHAMBEAU SCHOOL, 228 Fisher Avenue
_____ DOLLARS (\$ _____)

MAINTENANCE BLDG., 580 North Street
_____ DOLLARS(\$ _____)

GRAND TOTAL
_____ DOLLARS (\$ _____)

AWARD TO BE BY TOTAL

HOURLY LABOR REPAIR RATES \$ _____ PER HOUR
(Repairs discovered during inspections and needed in order to pass inspection)

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 1st. Awarded vendor is responsible to meet the wages as posted by NYSDOL July 1st every year.

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 36 and 37 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 the authorized Purchase Order number to appear on all invoices for payment.

BID FORM/PROPOSAL

B. TEST AND REPAIR OF ALL BACKFLOW PREVENTION AND DOUBLE CHECK VALVES (5)

CHURCH STREET SCHOOL, GEORGE WASHINGTON SCHOOL, POST ROAD SCHOOL,
RIDGEWAY SCHOOL, HIGHLANDS MIDDLE SCHOOL, EASTVIEW MIDDLE SCHOOL and WHITE
PLAINS HIGH SCHOOL PROPERTY

NOTE: All work must be done when school is not in session.

Name of Company: _____

CHURCH STREET SCHOOL, 295 Church Street
3" RPZ (1), 2" RPZ (1)
_____ DOLLARS (\$ _____)

GEORGE WASHINGTON SCHOOL, 100 Orchard Street
2" RPZ (1), 4" RPZ (1), 3" RPZ (1), 3/4" RPZ (1)
_____ DOLLARS (\$ _____)

POST ROAD SCHOOL, 175 W. Post Road
2" RPZ (2), 6" RPZ (1)
_____ DOLLARS (\$ _____)

RIDGEWAY SCHOOL, 225 Ridgeway
2" RPZ (2)
_____ DOLLARS (\$ _____)

HIGHLANDS MIDDLE SCHOOL, 128 Grandview Avenue
3/4" RPZ (1), 2" RPZ (1)
_____ DOLLARS (\$ _____)

EASTVIEW MIDDLE SCHOOL, 350 Main Street
2" RPZ (2), 4" RPZ (1), 4"DCV (1)
_____ DOLLARS (\$ _____)

WHITE PLAINS HIGH SCHOOL PROPERTY, 550 North Street
3/4" RPZ (2), 1" RPZ (1), 1-1/4" RPZ (1), 1-1/2" RPZ (1), 3" RPZ (1), 4" RPZ (2), 8" DCV (2), 2" RPZ-Louck's Field (1)
_____ DOLLARS (\$ _____)

MAINTENANCE BUILDING, 580 North Street
1" RPZ (1)
_____ DOLLARS (\$ _____)

GRAND TOTAL
_____ DOLLARS (\$ _____)

REINSPECTION FEE: \$ _____

AWARD TO BE BY TOTAL

HOURLY LABOR REPAIR RATES \$ _____ PER HOUR
(Repairs discovered during inspections and needed in order to pass inspection)

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 1st. Awarded vendor is responsible to meet the wages as posted by NYSDOL July 1st every year.

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 36 and 37 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 the authorized Purchase Order Number appear on invoices for payment.

BID FORM/PROPOSAL

C. TEST and REPAIR OF STANDPIPE SYSTEMS ONLY IN ACCORDANCE WITH NFPA25-1998

CHURCH STREET SCHOOL, GEORGE WASHINGTON SCHOOL, MAMARONECK AVENUE SCHOOL,
POST ROAD SCHOOL, HIGHLANDS MIDDLE SCHOOL, EASTVIEW MIDDLE SCHOOL, WHITE PLAINS
HIGH SCHOOL, ROCHAMBEAU SCHOOL and EDUCATION HOUSE

NOTE: All work performed when school is not in session.

Name of Company: _____

CHURCH STREET SCHOOL, 295 Church Street
_____ DOLLARS (\$ _____)

GEORGE WASHINGTON SCHOOL, 100 Orchard Street
_____ DOLLARS (\$ _____)

MAMARONECK AVENUE SCHOOL, 7 Nosband Avenue
_____ DOLLARS (\$ _____)

POST ROAD SCHOOL, 175 W. Post Road
_____ DOLLARS (\$ _____)

HIGHLANDS MIDDLE SCHOOL, 128 Grandview Ave.
_____ DOLLARS (\$ _____)

EASTVIEW MIDDLE SCHOOL, 350 Main Street
_____ DOLLARS (\$ _____)

WHITE PLAINS HIGH SCHOOL, 550 North Street
_____ DOLLARS (\$ _____)

ROCHAMBEAU SCHOOL, 228 Fisher Avenue
_____ DOLLARS (\$ _____)

EDUCATION HOUSE, 5 Homeside Lane
_____ DOLLARS (\$ _____)

MAINTENANCE BLDG., 580 North Street
_____ DOLLARS(\$ _____)

GRAND TOTAL
_____ DOLLARS (\$ _____)

REINSPECTION FEE: \$ _____

AWARD TO BE BY TOTAL

HOURLY LABOR REPAIR RATES \$ _____ PER HOUR

(Repairs discovered during inspections and needed in order to pass inspection)

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 1st. Awarded vendor is responsible to meet the wages as posted by NYSDOL July 1st every year.

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 36 and 37 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.

BID FORM/PROPOSAL

D. TEST and REPAIR FIRE HYDRANTS

CHURCH STREET SCHOOL, GEORGE WASHINGTON SCHOOL, EASTVIEW MIDDLE SCHOOL,
WHITE PLAINS HIGH SCHOOL and EDUCATION HOUSE

NOTE: All work performed when school is not in session.

Name of Company: _____

CHURCH STREET SCHOOL, 295 Church Street – 1 Hydrant
_____ DOLLARS (\$ _____)

GEORGE WASHINGTON SCHOOL, 100 Orchard Street – 1 Hydrant
_____ DOLLARS (\$ _____)

EASTVIEW MIDDLE SCHOOL, 350 Main Street – 2 Hydrants
_____ DOLLARS (\$ _____)

WHITE PLAINS HIGH SCHOOL, 550 North Street – 3 Hydrants
_____ DOLLARS (\$ _____)

EDUCATION HOUSE, 5 Homeside Lane – 2 Hydrants
_____ DOLLARS (\$ _____)

GRAND TOTAL
_____ DOLLARS (\$ _____)

REINSPECTION FEE: \$ _____

AWARD TO BE BY TOTAL

HOURLY LABOR REPAIR RATES \$ _____ PER HOUR
(Repairs discovered during inspections and needed in order to pass inspection)

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 1st. Awarded vendor is responsible to meet the wages as posted by NYSDOL July 1st every year.

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 36 and 37 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.

BID FORM/PROPOSAL

E. TEST and REPAIR OF ELEVATED GAS PRESSURE METERS

GEORGE WASHINGTON SCHOOL, MAMARONECK AVENUE SCHOOL, RIDGEWAY SCHOOL,
HIGHLANDS MIDDLE SCHOOL, and WHITE PLAINS HIGH SCHOOL

NOTE: All work performed when school is not in session.

Name of Company: _____

GEORGE WASHINGTON SCHOOL, 100 Orchard Street
_____ DOLLARS (\$ _____)

MAMARONECK AVENUE SCHOOL, 7 Nosband Avenue
_____ DOLLARS (\$ _____)

RIDGEWAY SCHOOL, 225 Ridgeway
_____ DOLLARS (\$ _____)

HIGHLANDS MIDDLE SCHOOL, 128 Grandview Ave.
_____ DOLLARS (\$ _____)

WHITE PLAINS HIGH SCHOOL, 550 North Street
_____ DOLLARS (\$ _____)

MAINTENANCE BLDG., 580 North Street
_____ DOLLARS (\$ _____)

GRAND TOTAL
_____ DOLLARS (\$ _____)

REINSPECTION FEE: \$ _____

AWARD TO BE BY TOTAL

HOURLY LABOR REPAIR RATES \$ _____ PER HOUR
(Repairs discovered during inspections and needed in order to pass inspection)

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 1st. Awarded vendor is responsible to meet the wages as posted by NYSDOL July 1st every year.

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 36 and 37 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.

BID FORM/PROPOSAL

F. REPAIR WORK

TECHNICIAN RATES:

Regular Hours Weekdays (7:00 a.m. – 4:00 p.m.) \$ _____ per hour
Overtime Hours Weekdays (4:01 p.m. – 6:59 p.m.) \$ _____ per hour
Saturday Rate _____ (12:01 a.m. – 11:59 p.m.) \$ _____ per hour
Sunday Rate _____ (12:01 a.m. – 11:59 p.m.) \$ _____ per hour
Holiday Rate _____ (12:01 a.m. – 11:59 p.m.) \$ _____ per hour

APPRENTICE RATES:

Regular Hours Weekdays (7:00 a.m. – 4:00 p.m.) \$ _____ per hour
Overtime Hours Weekdays (4:01 p.m. – 6:59 p.m.) \$ _____ per hour
Saturday Rate _____ (12:01 a.m. – 11:59 p.m.) \$ _____ per hour
Sunday Rate _____ (12:01 a.m. – 11:59 p.m.) \$ _____ per hour
Holiday Rate _____ (12:01 a.m. – 11:59 p.m.) \$ _____ per hour

Material Mark-up _____ %

(Represents the percent mark-up on the purchase of all material, supplies and equipment required to complete work outside of annual maintenance contract. **Invoices must reflect MSRP list price.**)

*****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.***

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 1st. Awarded vendor is responsible to meet the wages as posted by NYSDOL July 1st every year.

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 36 and 37 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.

**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 FIRM:

Name

Title

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

2. Has the firm 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 Board , administrators, or staff possess any financial interest, directly or indirectly, in the firm (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 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.

Firm: _____

Federal E.I. #: _____

Westchester County License # (Contractor): _____

White Plains/Westchester County License # Plumbing): _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

NON-COLLUSIVE FORM
BID PROPOSAL CERTIFICATIONS

Firm 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 on this Bid.

II. Non-Collusive Bidding Certification

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

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

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

Non-collusive bidding certification.

- 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 subdivision II of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing, and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of 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)

Title: _____

Sworn to before me this _____ day of _____, 2013

AFFIRMATIVE ACTION

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 Federal Law, the White Plains City School District prohibits discrimination because of race, color, sex, national origin, religion, age or handicap in all employment practices including hiring, firing, 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.

BIDDER'S CHECKLIST

Please make sure your bid submission includes all of the following required forms:

	Company Information Sheet (page 19)
	Bid Form/Proposal – Sprinkler Systems (page 21)
	Bid Form/Proposal – Backflow Prevention and Double Check Valves (page 22-23)
	Bid Form/Proposal – Standpipe Systems (page 24-25)
	Bid Form/Proposal – Fire Hydrants (page 26)
	Bid Form/Proposal – Elevated Gas Pressure Meters (page 27)
	Bid Form/Proposal – Repair Work (page 28)
	Form of Disclosure (page 29)
	Non-Collusive Certification Form (This form must be notarized) (page 30-31)
	References (page 34)
	Non-Bidders Response (Only if you are not submitting a bid) (page 35)

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: _____

Name of Bidding Company: _____

Address: _____

Contact: _____ Telephone: _____

Fax: _____ Email: _____

BID #F2013-20: TEST AND REPAIR STANDPIPE SYSTEMS, RPZ VALVES, SPRINKLER SYSTEMS
CITY SCHOOL DISTRICT OF WHITE PLAINS, NEW YORK
NON-BIDDERS RESPONSE

The White Plains City School District is interested in the reasons why prospective bidders fail to submit bids. Failure to submit a bid without explanation may result in removal of your firm from our bidders' list. If you are NOT submitting a bid in this proposal, 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

[INSERT PAYROLL SAMPLE FROM U.S. DEPARTMENT OF LABOR ON THIS PAGE]

[INSERT PAYROLL SAMPLE FROM U.S. DEPARTMENT OF LABOR ON THIS PAGE]

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

1. Church Street School	295 Church Street 10603	422-2400	422-2404
2. George Washington School	100 Orchard Street 10604	422-2380	422-2387
3. Mamaroneck Avenue School	7 Nosband Avenue 10605	422-2286	422-2292
4. Post Road School	175 West Post Road 10606	422-2320	422-2329
5. Ridgeway School	225 Ridgeway 10605	422-2081	422-2085
6. Highlands Middle School	128 Grandview Ave. 10605	422-2092	422-2094
7. Eastview School	350 Main Street 10601	422-2223	422-2416
8. White Plains High School	550 North Street 10605	422-2182	422-2137
9. Facilities Building	580 North Street 10605	422-2051	422-2051
10. Rochambeau School Continuing Education	228 Fisher Avenue 10606	422-2362	422-2355
11. Education House Administration Building	5 Homeside Lane 10605	422-2050	422-2298

[INSERT SCHOOL LOCATIONS AND MAP ON THIS PAGE]