

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

BID #P1016 DRINK & JUICE PRODUCT 2020-2021
PRICING REQUEST

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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 suppliers/vendors of Drink & Juice Products for the following contract applicable to all properties owned and/or operated by the White Plains School District ("School District"):

Bid #P1016 DRINK & JUICE PRODUCTS 2020-2021
July 7, 2020 – 2:00 PM

Bids for Bid #P1016 DRINK & JUICE PRODUCTS 2020-2021 for the term of September 1, 2020 – August 31, 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. All bids must be enclosed in sealed, opaque envelopes, which are clearly marked on the outside: **Bid #P1016 DRINK & JUICE PRODUCTS 2020-2021** 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 21).
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 <u>Bid #P1016 DRINK & JUICE PRODUCTS 2020-2021</u>

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 Tuesday, July 7, 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.

SPECIAL INSTRUCTIONS TO PARTICIPATING VENDORS:

The White Plains City School District no longer reads aloud the numerous pricing for food service bids. All Vendors are required to submit their original bid sheet(s) and a marked copy. The marked copy will be distributed at the bid opening. Bid opening attendee's will then be able to review the marked copy for recording of pricing.

Samples: Bidder agrees to provide samples within 48 hours of a telephone request by the Food and Nutrition Program Director for the purpose of evaluating the quality of products before awarding the bid.

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 delivery sites.
3. All bids must be submitted on and in accordance with the forms included in the Bid Documents. See Checklist on page 21.
4. Where so indicated by the makeup of the Bid Form(s), sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words will govern.
5. A bidder shall not make any stipulations on the Bid Form(s) or qualify its Bid in any manner. No bid will be considered which purports to qualify, limit, amend or omit any requirement of the Bidding Documents.
6. A bid shall include the legal name of the bidder(s) and a statement whether the bidder(s) is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the bidder(s) to a contract. A bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed on the signature pages of each Bid Form. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the bidder.
7. Bidders will provide, along with the completed Bid Form(s), evidence demonstrating an ability to provide the requested services, including, if applicable, a list of any and all school districts of a similar size which the bidder(s) has served during the past five (5) years and a summary of their experience over at least five (5) years of successful completion of the services required herein in compliance with the applicable laws, rules and regulations of the State of New York.
8. Bidders will also provide the last three (3) years of audited financial statements.

9. Bidders must include a reference list, setting out the names of all school districts served by it with comparable services, and shall further set out the name and telephone number of each business official or other school district liaison/individual with knowledge of the comparable services provided by the bidder(s).
10. All information required in the Notice to Bidders, Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specification and Bid Form(s), in connection with each item against which a bid is submitted, must be provided to constitute a regular bid.
11. No alteration, erasure, or addition is to be made to the typewritten or printed matter. Any deviations from the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, or Technical Specifications will constitute sufficient grounds for rejection of a bid.
12. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written by hand in ink and the full name of the person who provided the signature shall be legibly printed below the signature. Facsimile, printed, or typewritten signatures are not acceptable. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature.
13. No charge will be allowed for federal, state, or municipal sales and excise taxes since the School District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
14. All bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his/her bid deposited on time at the place specified.
15. **THE BOARD OF EDUCATION RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS TO BE BIDDING OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC BID, TO WAIVE WHAT IT DEEMS TO BE INFORMALITIES RELATING TO THE BIDDING PROCESS, TO WAIVE WHAT IT DEEMS TO BE TECHNICAL DEFECTS, IRREGULARITIES AND OMISSIONS RELATING TO A SPECIFIC BID, TO REQUEST ADDITIONAL INFORMATION FROM ANY BIDDER, TO REJECT ANY AND ALL BIDS, TO RE-ADVERTISE AND INVITE NEW BIDS, OR TO ACCEPT THE WHOLE OR A PART OF A BID, OR TO ACCEPT PARTS OF BIDS FROM MORE THAN ONE BIDDER AS IN THE BOARD'S JUDGMENT, IS IN THE BEST INTEREST OF THE SCHOOL DISTRICT.**
16. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the bidder can furnish the services, supplies, materials or

equipment satisfactorily in complete compliance with these Bid Documents, including but not limited to the Bid Form(s) and Specifications.

17. All bids must be sealed. They must be submitted either in plain opaque envelopes, or in those furnished by the School District. All bids must be addressed to the Board of Education, White Plains City School District, Attention: Toni Russo, Purchasing Agent. Bid envelopes must be clearly **marked Bid #P1016 DRINK & JUICE Products 2020-2021**. Also, the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the Bids will become the property of the School District and will not be returned.
18. The contract to be awarded as a result of this solicitation of bids shall have a term of September 1, 2020 – August 31, 2021.
19. Bidders shall submit their bids on the provided Bid Form(s). Bid may be on any or all items. Unit and extended price as well as total number of items bid, and total amount of the bid must be included and printed in ink or typed in the space provided. Bidder's prices shall include all costs associated with the product to be supplied including transportation.
20. Each bidder awarded a contract shall be responsible for complying with all laws, rules, regulations, codes and/or ordinances that apply to the services to be rendered or the product to be supplied.
21. 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.
22. 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 and Specifications) and the accepted portion of the bidder's bid. The Contract shall bind the accepted bidder to furnish the product at the prices set forth in the accepted portion of its bid.

23. 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.
24. 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.
25. These Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, and 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.
26. 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.
27. 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 vendors in performing similar or other services.
28. Bid results will be available after a contract(s) is awarded by Board of Education or all bids are rejected.

29. 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 products to the School District. Proof of said qualifications shall be furnished to the School District together with the bid.
- c) Each bidder must demonstrate that it is a responsible 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 experience. 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. A satisfactory credit history as evidenced by a review that may be made by the School District.
 - c. Service performance on other projects.
 - d. 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 on an Item to Item , Commodity Group or Entire Contract basis, to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the products 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 and 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 and 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.

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.

SPECIFICATIONS

1. To provide Drink & Juice Products to the White Plains City School District for the 2020-2021 school year.
***ALL JUICES AND JUICE DRINKS MUST COMPLY WITH THE USDA FOOD SAFETY AND INSPECTION SERVICES (FISTS), FRUIT AND VEGETABLE DIVISION, PROCESSED PRODUCTS BRANCH.**
*** ALL 100% FRUIT JUICES MUST BE UNSWEETNED, PASTEURIZED, US GRADE A.**
2. According to the Buy American National School Act Requirement, the District will require that suppliers certify the percentage of U.S. content in products that are supplied to the District. If the bidder is unable to make such certification, the District will not purchase from you. By signing and submitting this bid, you certify that your company meets this requirement.
3. The food commodity items that are listed by the White Plains School District, in each specific group are items that we expect to be available upon request. The District will not accept any changes made by vendors to bid forms, such as qualifying items as "special order".
4. White Plains City School District will not pay any additional shipping/delivery charges, fuel surcharges or transportation costs.
5. All awarded vendors are required to perform deliveries as specified within each food category. Absolutely no deliveries are to be made during the school's lunch times.
6. Delivery: Bid must be F.O.B. delivery point, unloaded and placed within buildings or at points of delivery in the manner and quantities stipulated by the Board of Education. The vendor will bear all charges for freight, carrying and inside delivery. Vendor agrees to deliver to each school in the District at least once per week, on a predetermined, regularly scheduled day within the following time frame and or description, without any minimum order requirements (deviations from this schedule will not be acceptable):

6:00- 6:30 a.m. White Plains High School - Daily
 White Plains Middle School-Highlands - Daily
 White Plains Middle School-Eastview - 3 times per week

6:30- 7:30 a.m. Church Street School
 George Washington School
(3 times per week) Mamaroneck Avenue School
 Post Road School
 Ridgeway School
 Rochambeau School

The Food and Nutrition Program Director must be notified before delivery of order shortages. The supplier must make delivery of such items during the same delivery week. Failure to do so may disqualify the vendor from the item or the entire bid. Detailed packaging slips and delivery receipts must be signed by an authorized school

district representative. Vendor agrees to pick up any damaged goods or incorrect shipments prior to, or during, next delivery, at no cost to the district.

7. In the event that the deliveries cannot be made as per time schedule by the bidder awarded a contract, the School District may arrange for another entity to provide the drink & juice products per the delivery schedule and the bidder awarded a contract will be responsible for payment of any increased cost incurred by the School District.
8. Quality of Goods: All items bid upon must be in strict conformity with the given specifications. Any references to brand, catalog or trade names are descriptive only; equivalents will be considered. Should the bidder wish to bid on an alternate item, a clear description of the item is required with the submission of the bid noting the brand name, package size and weight per unit and samples will be required. The successful bidder must supply the brand and quality. If such item becomes unavailable, substitutes will be accepted only with prior authorization of the Food and Nutrition Program Director and at the price of the bid item. The contractor agrees that the Board of Education will have full and final authority to reject, at no cost to the district, goods, which are deemed by its agents to be of inferior quality and/or quantity. Nutrition information must be provided upon request. If nutrition information is not received two weeks from request, the District reserves the right to award to the next lowest bidder. If bidding alternate brands, the White Plains Public Schools reserves the right to award product based on appearance, presentation, acceptable taste, yield differentials etc.
9. Packaging: All vendors will be responsible to indicate packaging of each item bid. You will find a column on the bid form to indicate this information. All goods must be packaged in specified quantities, securely wrapped and plainly labeled with the contents, manufacturer's name, brand date of packaging, name and location of plant and net weight. If the vendor substitutes an alternate item, he must write on the line labeled "Alternate" the brand and package size for each item.
10. Quantities: Actual quantities of goods purchased may be more or less than stated in the bid specifications. The contract price shall apply to all goods purchased during the term of the award. The quantities noted on the bid document are estimates.
 - A. Bid only what you can supply. If unable to supply product, you may be disqualified from bidding.
 - B. Bid only one item to a line. If bidding item and alternate, use separate pages.
 - C. All items must have brand name. "Packers" label not acceptable.
 - D. Brand names, model or stock number are to be entered in Stock # column.
 - E. Bid the weight that is requested. If bidding another size package, you must note the weight of the package you are bidding. If you do not change the package size, you will be expected to deliver the size requested. Bulk packaging is not acceptable.
 - F. It is the bidder's responsibility to note any changes in packaging or product sizes or weights. (Bidder should indicate such changes by highlighting or enter in red). If this is not done, we shall presume bids

are as specified.

11. Pricing: The bidder shall insert the price per stated unit. The total amount for all items bid must be stated in the space provided at the end of the schedule. Sale items: The vendor shall pass on to the District all sale prices, potential rebates, allowances, discounts and cash discounts it makes available to the general public. The District WILL NOT ACCEPT ANY CONDITIONAL BIDS:(I.E. MINIMUM QUANTITIES, MINIMUM DOLLAR AMOUNT ORDERS, OR MINIMUM SHIPPING TO SINGLE LOCATION).

DEPOSIT ITEMS: NYS BOTTLE LAW UNIT PRICE NEEDS TO BE INCLUSIVE OF ALL FEES.

12. Invoicing: The vendor shall provide invoices with each delivery which shall include the total units of each item, the date of delivery, unit price, extended price and total invoice value. Invoices which are not accompanied by properly signed receipts will be considered non-deliveries and may not be paid. The vendor shall provide the monthly statements by the fifth business day of each month to the Food and Nutrition Program Director. Monthly statements shall include total units of each item, unit cost for each item, and price extension for each item. White Plains Public Schools' purchase order number must be referenced on all packing slips and invoices.
13. Out of Stock-(Buy Against) After receipt of an order, the vendor agrees to notify the district for any out-of-stock items within three (3) working days of receipt of order. The vendor may make no substitutions for out-of-stock items without the districts' advance approval. If the district is forced to purchase out-of-stock items from another vendor, and no substitutions can be made, original vendor must pay the difference.
14. 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.
15. 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.
16. Smoking will not be permitted anywhere on School grounds.
17. 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.
18. 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.
19. 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

deliveries. The operation of the fire alarm, the interior fire alarm system, gongs, bells, facsimiles, and telephones must not be interfered with.

- b. 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.
20. 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.
 21. 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.
 22. 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.
 23. 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.
 24. 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.
 25. Unloading and placing the goods/product inside the building is the responsibility of the bidder(s) awarded a Contract, and the School District accepts no responsibility for unloading of goods/products. 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.
 26. All deliveries shall be accompanied by delivery tickets or packing slips. Delivery tickets/packing slips shall contain the following information for the products delivered:
 - Purchase Order Number
 - Name of Article
 - Quantity
 - Name of bidder(s) awarded a Contract
 27. Packages/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.
 28. 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.

29. 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.
30. In accordance with Section 220-e of the Labor Law of the State of New York, it is agreed that:
- a. In the hiring of employees for the performance of the awarded contract(s) or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or sub-contractor shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the awarded contract(s) on account of race, color, creed, disability, sex or national origin.
 - a. 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.
 - b. The awarded Contract(s) may be cancelled or terminated by the Board of Education and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section.
 - c. The aforesaid provisions of this section shall be limited to operations performed within the territorial limits of the State of New York.
31. 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.
32. Bidders shall be licensed by the County of Westchester and local municipalities, where required.
33. All work must be performed in accordance with the current edition of all applicable laws, rules, regulations, and/or local codes.
34. 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.

35. 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.

36. 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.
37. 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.
38. 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.

39. 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.
40. 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.
41. 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.
42. 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.

43. 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.
44. 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.

APPENDIX "A"

INSURANCE

- I. The selected bidder(s) will be required to purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect the selected bidder and the District from claims for which the selected bidder may be legally liable, whether such operations be by the selected bidder or by anyone directly or indirectly employed by any of the selected bidder, or by anyone for whose acts the selected bidder may be liable. The selected bidder(s) hereby agrees to effectuate the naming of the District as an unrestricted additional insured on the selected bidder(s)'s insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the resulting contract. Required Insurance for the selected bidder shall be the following unless otherwise authorized by the Board of Education or Assistant Superintendent for Business for good cause shown:
 - 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 20 26 or equivalent. The decision to accept an endorsement rests solely with the District. The certificate must state what endorsement is being used and a copy of the endorsement shall be attached to the certificate of insurance.
 - 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 or self-insured retentions.
 - 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 (C105.2 or U-26.3), Employers' Liability and N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Workers' Compensation Insurance must file a CE-200 form with the state and provided a copy of such form to the District.
 - **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. Coverage shall remain in effect for two years following the completion of the professional acts of the selected bidder performed under the resulting contract.
 - **Umbrella/Excess Insurance**
\$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

- V. The bidders acknowledges 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 failure of the District to object to the contents of the certificate of insurance(s) or the absence of same shall not be deemed a waiver of any rights held by the District. At the District's request, the selected proposer(s) shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the selected proposer(s) also will provide a copy of the policy endorsements and forms.

- 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:*

Bid #P1016 DRINK & JUICE PRODUCTS 2020-2021

	Letter from Insurance Agent (Specification 36, page 16)
	Company Information Sheet (page 22)
	Bid Forms, including Unit Pricing Sheets (pages 23-24)
	Form of Disclosure (page 25)
	Non-Collusive Certification Form (This form MUST be notarized) (page 26-27)
	Hold Harmless Agreement (This form MUST be notarized) (page 28)
	Iran Divestment Act of 2012 Certification Form (This form MUST be notarized) (page 29)
	Sexual Harassment Policy & Training Certification (page 30)
	Bidder Not On Exclusion List Maintained By The Federal Government's System For Award Management (SAM) Certification Form (This form MUST be notarized) (page 31)
	References (page 32)
	Non-Bidders Response (Only if you are not submitting a bid) (page 33)

COMPANY INFORMATION SHEET

NAME OF COMPANY: _____
Please Print

ADDRESS: _____
Please Print

Please Print

FEDERAL E.I. # _____

PHONE NUMBER: _____ FAX NUMBER: _____

NAME OF BIDDER: _____
Please Print

TITLE OF BIDDER: _____
Please Print

EMAIL ADDRESS: _____
Please Print

DATE: _____

ACCOUNTS RECEIVABLE CONTACT

NAME: _____
Please Print

PHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____
Please Print

SALES/SERVICE CONTACT (if different from bidder)

NAME: _____
Please Print

PHONE NUMBER: _____ CELL PHONE: _____

EMAIL ADDRESS _____
Please Print

**BID #P1016 – DRINK & JUICE PRODUCTS
2020-2021**

<u>Item #</u>	<u>Qty - cs/ea.</u>	<u>Description/Preferred Pack</u>	<u>Vendor Pack</u>	<u>Vendor Item #</u>	<u>Bid Price</u>
00632001	150	Apple & Eve 100% juice, assorted, 24/8oz plastic bottle			
00632004	100	Drink, Bai Antiwater, 12/28.4oz			
00632005	100	Drink, Bai5 Antioxidant Infusions, all flavors, 12/18oz			
00632006	100	Drink, Bai5 Antioxidant Supertea, all flavors, 12/18oz			
00632007	100	Drink, Bai5 Bubbles, all flavors, 12/11.5oz			
00632008	150	Gatorade G2 sports drink, 24/12oz			
00632009	200	Iced tea, Sweet Leaf tea, all flavors, 16oz plastic bottle			
00632010	100	Juice, Fruitables PLUS 100% juice box, 6.75oz size, assorted flavors, aseptic, Apple & Eve brand			
00632011	100	Juice, Fruitables PLUS, 100% juice that meets 1/2 cup vegetable, 40/4.23oz, assorted flavors			
00632012	100	Juice, Fruitables, 100% fruit & veggie juice box, 36/6.75oz size, assorted flavors aseptic, Apple & Eve brand			
00632013	100	Juice, Fruitables, 100% fruit & veggie juice box, 40/4.23oz size, assorted flavors aseptic, Apple & Eve brand			
00632014	100	Juice, V8 Splash, 100% juice, 24/12oz			
00632015	100	Nesquick, low-fat chocolate milk plastic bottles, 12/16oz			
00632016	100	Nesquick, low-fat chocolate milk plastic bottles, 24/8oz			
00632017	100	Snapple, 100% Juiced products, 11.5oz can			
00632018	150	Snapple, Diet Teas, all flavors, 11.5oz can			
00632019	100	Snapple, Diet Teas, all flavors, 20oz. plastic			
00632020	200	Tropicana Juice, 100% juice, assorted flavors, 10 oz. size, plastic bottle, 24/10 oz.			
00632021	150	Tropicana Juice, 100% juice, assorted flavors, 12 oz. size, plastic bottle, 24/12 oz.			

<u>Item #</u>	<u>Qty - cs/ea.</u>	<u>Description/Preferred Pack</u>	<u>Vendor Pack</u>	<u>Vendor Item #</u>	<u>Bid Price</u>
00632022	200	Tropicana Juices, 100% juice only, assorted flavors, 15.2 oz size, plastic bottle, 12/15.2 oz #860			
00632023	50	Tropicana Naked Juice, 100% juice, assorted, 24/10oz			
00632024	100	Water, "Crystal Geyser" Spring water, 24/16oz			
00632025	100	Water, "Crystal Geyser" Spring water, 48/8oz			
00632026	100	Water, "Hint Fizz", flavored water, ass't flavors, 16.9oz			
00632027	100	Water, "Hint" flavored water, no calorie, ass't flavors 12/16oz			
00632028	100	Water, Hal's Seltzer, all flavors, 24/20oz			
HOW MANY ITEMS BID _____		←MUST INDICATE→	TOTAL DOLLAR AMOUNT OF THE ITEMS BID \$_____		

SIGNATURE: _____

NAME: _____

TITLE: _____ DATE: _____

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 _____, _____

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.

By: _____
Signature

Title

Sworn to before me this

_____ day of _____, _____

Notary Public

Commission Expires _____

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 _____, 2019

Notary Public

Portion of this form below this line is FOR OFFICE USE ONLY. Bidder completes portion of the form above this line. Bidder does not complete portion below this line. The portion of this form below this line will be completed by White Plains City School District (WPCSD).

WPCSD Employee Signature: _____

Print WPCSD Employee Name and Title: _____

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

Bidder Name: _____

Check the one that applies:

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

WHITE PLAINS CITY SCHOOL DISTRICT

REFERENCES

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

Name: _____

Address: _____

Contact: _____ Telephone: _____

Name: _____

Address: _____

Contact: _____ Telephone: _____

Name: _____

Address: _____

Contact: _____ Telephone: _____

WHITE PLAINS CITY SCHOOL DISTRICT

NON-BIDDERS RESPONSE

Bid #P1016 DRINK & JUICE PRODUCTS 2020-2021

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

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

You May remove our name from this bid list for:

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

Company

Authorized Signature

Address

Date

Name of signer

Title of Signer

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

<u>Location</u>	<u>Custodian Name & Email</u>	<u>Office</u>	<u>Cell</u>
1. Church Street School 295 Church Street 10603	Jody Raynor jodyraynor@wpcsd.k12.ny.us	422-2404	261-9279
2. George Washington School 100 Orchard Street 10604	Darrel Kidd darrelkidd@wpcsd.k12.ny.us	422-2387	406-6267
3. Mamaroneck Avenue School 7 Nosband Avenue 10605	William Corredor williamcorredor@wpcsd.k12.ny.us	422-2292	719-3035
4. Post Road School 175 W. Post Road 10606	Rob Dell'Orletta robertdellorletta@wpcsd.k12.ny.us	422-2329	703-5090
5. Ridgeway School 225 Ridgeway 10605	Pedro Molina pedromolina@wpcsd.k12.ny.us	422-2085	329-6236
6. Highlands Middle School 128 Grandview Ave. 10605	Sergio Martinez sergiomartinez@wpcsd.k12.ny.us	422-2094	261-8524
7. Eastview School 350 Main Street 10601	Christian Reyes christianreyes@wpcsd.k12.ny.us	422-2416	406-6584
8. White Plains High School 550 North Street 10605	Rudy Rivera rodolforivera@wpcsd.k12.ny.us	422-2137	703-5089
9. Rochambeau School 228 Fisher Avenue 10606	Roy Carroll roycarroll@wpcsd.k12.ny.us	422-2355	703-5091
10. Education House Administration Building 5 Homeside Lane 10605	Todd Farrison toddfarrison@wpcsd.k12.ny.us	422-2298	272-8290
11. Facilities Building 580 North Street 10605	Todd Farrison toddfarrison@wpcsd.k12.ny.us	422-2206	272-8290

WHITE PLAINS CITY SCHOOL DISTRICT

