

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

**Bid #F2018-31: BURNER/BOILER EQUIPMENT REPAIR SERVICES
(FOR THE FOLLOWING SCHOOLS)**

Church Street
George Washington
Mamaroneck Avenue
Ridgeway

Highlands Middle School
Eastview Middle School
White Plains High School
Field House

Dammann House
Dammann House Garage
Rochambeau
Education House

Notice to Bidders.....	Page 1
Instruction to Bidders	Page 2
Bidding Procedures and Requirements.....	Pages 3-5
Qualifications of Bidders	Page 6-7
Interpretation of Bidding Documents	Page 8
Contract Award.....	Page 9
General Specifications.....	Pages 10-18
Appendix "A" – Insurance.....	Pages 19-20
Company Information Sheet.....	Page 21
Technical Specifications.....	Page 22
Bid Form/Proposal.....	Pages 23-24
Form of Disclosure	Page 25
Non-Collusive Form	Pages 26-27
Affirmative Action	Page 28
Bidders Checklist	Page 29
References	Page 30
Non-Bidders Response	Page 31
Sample Payroll Form.....	Pages 32-33
School Locations/ Custodial Information/Map.....	Pages 34-35
Boiler Preventative Maintenance Program	Pages 36-37
Boiler Room Checklist.....	Pages 38-39
Prevailing Wage Rate Schedule PRC #2018005893	

Non-interference with Occupation of the Buildings and Premises – See Page 11, Item #11

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 # F2018-31: BURNER/BOILER EQUIPMENT REPAIR SERVICES
ALL LOCATIONS
JUNE 8, 2018 – 11:00 A.M.

Bids for **BID #F2018-31: BURNER/BOILER EQUIPMENT REPAIR SERVICES** for the term of July 1, 2018 through June 30, 2019 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 <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 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. **Each bid must be accompanied by bid security in the amount of \$500.00.** Security should be either a bid bond or certified company check or bank check made payable to the White Plains Board of Education. All bids must be enclosed in sealed envelopes which are clearly marked on the outside: **Bid #F2018-31: BURNER/BOILER EQUIPMENT REPAIR SERVICES – ALL LOCATIONS.** 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 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 29).
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:

<p>Board of Education White Plains City School District 5 Homeside Lane White Plains, New York 10605</p> <p>Bid #F2018-31: BURNER/BOILER EQUIPMENT REPAIR SERVICES ALL LOCATIONS</p>

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 **11:00 AM on JUNE 8, 2018** 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 #38 of Specifications, waived for this contract.

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 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.
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 #F2018-31: BURNER/BOILER EQUIPMENT REPAIR SERVICES**. 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, 2018 through June 30, 2019.**
15. The White Plains City School District shall have the unilateral option of extending or renewing this contract for two (2) consecutive additional periods of twelve (12) months, each upon the same terms & conditions as are contained in this contract. The 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 the contract provided that the Purchasing Agent shall have given preliminary notice of the White Plains City School District intention to renew at least sixty (60) calendar days before this contract 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 this contract, including any option(s) under this clause, shall not exceed thirty-six (36) months.
16. 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.
17. Labor payments shall be only for time on the job site. Travel time shall not be included in the proposal cost.
 - a. Hourly labor rate shall include the following:
 - i. Employee's rate and benefits package

- ii. Equipment, tools, vehicle charges, tools and any utensils necessary to perform the work at all district locations
 - iii. Insurance
 - iv. Overhead & profit
 - v. Training and certifications needed as a qualified technician to perform the work
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. Bid results available only after awarded by Board of Education.
- 25. 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 (5) five years of continuous commercial service or maintenance work. References shall be provided as set forth herein. The School District reserves the right to request additional documentation or information from the bidders as a means of determining qualifications and/or responsibility.
- e) 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.

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 **Toni Russo, 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. 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.

GENERAL SPECIFICATIONS

1. To provide skilled, experienced, prompt service to a wide variety of Boiler and Burner Repairs on an "on-call" basis and/or as required to complete the work described herein.
2. Work shall include troubleshooting, repair, replacement, installation, new work and general maintenance of equipment and/or facilities as the case may be.
3. The 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. All labor shall be performed by skilled workmen and the Contractor shall not employ men or means which may cause stoppage or delay in the work under this Contract or that of any other contractor or any work in or about the premises of these buildings or any buildings or premises under the control of the Board of Education.

Each time a serviceman performs any work in the District he shall report his arrival and departure and what service he is performing to the custodian in charge.

The contractor shall submit to the Facilities & Operations Department a full report of the service call which shall include:

- a. Date and time;
 - b. Name of person performing work;
 - c. On-job service time;
 - d. Description of work, including all parts replaced or repaired
6. Proof of proper licensure and certification of each employee furnishing services pursuant to this contract shall be furnished to the School District.
 7. The successful bidder shall comply with all rules and regulations of the School District and all directives issued by the School District.
 8. Smoking will not be permitted anywhere on School grounds.
 9. The successful bidder shall not have any contact or communication with any student or teacher.
 10. 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.

11. 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.
 - (d) Whenever work is carried on during school sessions, not more than one stairway shall be closed off from free and safe use of the pupils at any time, and this only after the written permission of the 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.
12. Under this contract, sub-contracting shall not be permitted without prior written approval by the School District's Director of Facilities and Operations.
13. Bidder and its employees shall have tools and equipment necessary to perform the required work.
14. When repairing and replacing any systems or parts for the equipment in place at the School District's facilities or when undertaking any new installation, the successful bidder shall use the most current materials manufactured. Obsolete or out of date materials shall not be allowed under any circumstances.
15. Necessary parts and materials shall be included in costs 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.
16. The School District reserves the right to furnish parts and materials if it deems it to be in its best interest.

17. 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.
18. 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.
19. The School District will not accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency repair or installation.
20. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.
21. The 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.
22. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the School District.
23. Unloading and placing 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.
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. The School District will issue work orders directly to vendor through our online Computerized Maintenance Management system. The vendor will be notified by the online system that they have a work order pending and it will be their responsibility to access system for the work order(s) assigned to them. The vendor is to enter labor hours/costs and material costs associated with performing the requested service and change the work order status from "Work in Progress" to "Complete" once the work is completed. A copy of the completed work order form MUST accompany invoice.
29. Invoices must be submitted within 30 days of service. Payment will be made only after correct presentation of claim forms and/or invoices with required supporting documentation. They should include:
- Invoice must reference purchase order # and School District work order #
 - Breakdown of labor, unit costs and material costs, as awarded. **All vendors are required to pro-rate the awarded labor rates for purposes of billing ¼ and ½ hour increments where needed. The hours of the authorized work ticket must match those invoiced.**
 - Copy of vendor generated service ticket signed by School District employee
 - Certified payroll
 - Supporting documentation for parts, etc.
30. 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.
31. 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. 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.

32. 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.
33. 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 sub-contractor 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.
34. 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.
35. The successful bidder shall be licensed by the County of Westchester and local municipalities, where required.
36. All work must be performed and installed in accordance with the current edition of all applicable laws, rules, regulations and/or local codes.
37. 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.
38. 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.

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

43. 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.
44. 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.
45. 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.
46. 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.
47. 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.

48. Contractor shall provide, for approval, a detailed drawing showing construction, hardware and method of installation.
49. **Proposals for repair work must be submitted to building Head Custodian who will forward it to the Director of Facilities and Operations for approval. No repair work is to be done without prior written approval.**
50. 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.
51. 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.
52. 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 broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy of the endorsement must be attached to the C.O.I.; and,
 - The certificate of insurance must describe the specific services provided by the contractor (e.g., roofing, carpentry, plumbing) that are covered by the commercial general liability policy and the umbrella policy.
 - At the District's request, the contractor 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 contractor will provide a copy of the policy endorsements and forms.
 - If any or all components of this contract have been approved and assigned to the Subcontractor, the Prime contractor is responsible to the District to have the subcontractor provide the same insurance requirements as stipulated within this section, providing a C.O.I. 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 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: _____
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

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. Work to include boiler welding, tubing, shell repairs, section replacements and any other function or system related to the boiler.
3. Bidders must provide list of employees/technicians, their qualifications and certifications to work on boilers and burners based on the inventory list provided.
- 4.
5. The successful bidder shall be responsible for complying with all laws, rules, regulations, codes and/or ordinances as they apply to this contract.
6. The successful bidder will be required to perform the following work under this contract:
SEE PAGES 36-39.
7. 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.
8. Vendor is to submit one (1) paper inspection report and one (1) inspection report in PDF format submitted electronically within 30 days of inspection(s). Payment will not be authorized if reports have not been received.
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 PRC#2018005893 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

BID #F2018-31: BURNER/BOILER EQUIPMENT REPAIR SERVICES – ALL LOCATIONS

Name of Company: _____

Bids will be awarded to the bidder submitting the lowest responsible bid based upon total. Award will be considered based on labor rates and/or seasonal start-up in whole or in part as respects the best interests of the School District.

SEASONAL START-UP: The price reflected here is a Lump Sum Bid to complete all work listed in the “Boiler Preventative Maintenance Program” (pages 35-38).

WRITTEN AMOUNT \$ _____ DOLLARS \$ _____

Cost related to above pricing shall include the labor, equipment, materials, transportation, tools and testing equipment necessary to complete the work under the contract.

BOILER SERVICE and REPAIR: The prices reflected here are hourly rates for completion of boiler service and repair as required. The successful bidder must be capable of providing professional service 24 hours/7 days a week and employ a sufficient number of technicians to handle multiple service calls.

NOTE: All rates must be in accordance with NYS Department of Labor Standards. 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.

BOILER MAKER – REPAIR & RENOVATION 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

REGISTERED APPRENTICE RATES – 1st Year:

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

REGISTERED APPRENTICE RATES – 2nd Year:

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

REGISTERED APPRENTICE RATES – 3rd Year:

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

REGISTERED APPRENTICE RATES – 4th Year:

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 cost plus mark-up on the purchase of all material, supplies and parts required to complete work outside of annual maintenance contract)

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

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

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 31 and 32 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:

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____

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. #: _____

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: _____

State of _____

County of _____

Sworn to before me this _____ day of _____, 2018

Signature of Notary _____

Seal

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:*

	Bid Security (page 1)
	Company Information Sheet (page 21)
	Bid Form/Proposal (pages 23-24)
	Form of Disclosure (page 25)
	Non-Collusive Certification Form (This form MUST be notarized) (page 26-27)
	References (page 30)
	Non-Bidders Response (Only if you are not submitting a bid) (page 31)

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: _____

BID# F2018-31: BURNER/BOILER EQUIPMENT REPAIR SERVICES

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

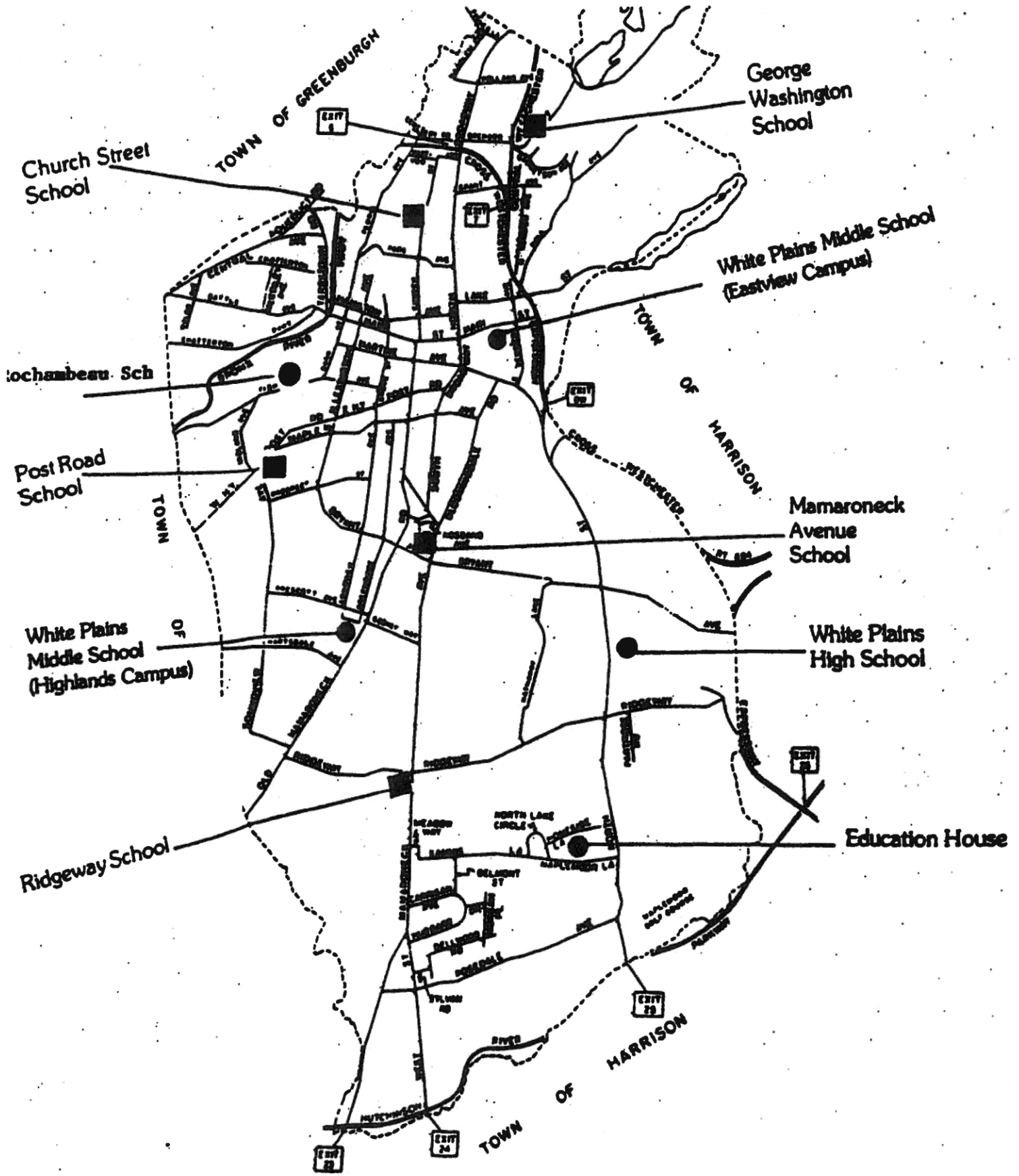
Address

Date

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	William Corredor williamcorredor@wpcsd.k12.ny.us	422-2387	262-5792
3. Mamaroneck Avenue School 7 Nosband Avenue 10605	Darrel Kidd darrelkidd@wpcsd.k12.ny.us	422-2292	406-6267
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	646-542-4440
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	Ajdin Meshaj ajdinmeshaj@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



BOILER PREVENTATIVE MAINTENANCE PROGRAM

1. District will issue Preventative Maintenance work order (PMWO). Contractor is responsible to schedule preventative maintenance service with each school.
2. Go through safety checklist
3. Operate boiler to observe any noted deficiencies. Examples: leaks, faulty gauges, inoperable controls, etc.
4. Open mud legs up and flush until clean water runs out. Squeegee any water into floor drains. Leave boiler room floor clean and dry.
5. Give written report to Building Custodian regarding any valves, gauges, piping, etc., in need of repair.
6. Verify in writing the condition of all mercury switches and pressure controls.
7. Set all adjustable pressure control switches to factory recommended setting.
8. Check all safety Relief Valves and cutoff switches

BURNERS: OIL

1. Remove, clean and reinstall nozzles; change if needed.
2. Set all burners to correct factory specifications. Test and record proper air-fuel ratio on combustion analyzer. Print out data results and provide District with one (1) paper and one (1) electronic copy.
3. Verify the correct oil operating pressures; record on sheet; adjust as needed.
4. Verify oil pump operation; change filters and belts.
5. Clean area around pump and filters of oil. Remove and discard filters and oil as required by DEC Regulations.
6. Run boilers on oil and have Head Custodian go over changeover to gas.

BURNERS: GAS

1. Check the gas pilot electrode for proper setting and for any cracks in porcelain insulator. Change if needed.
2. Check the tip of the electrode for signs of pitting or combustion deposits and file down, clean and adjust as needed.

3. Check all insulators and ignition cables for signs of cracking or chips.
4. Verify operations of gas burner. Test and record proper air-fuel ratio on combustions analyzer. Print out data results for gas and provide District with one (1) paper and one (1) electronic copy.
5. Check and adjust flame to operate within factory specifications. Contractor shall supply copy of factory start-up check list for verification for each burner.
6. Contractor will be responsible for giving a written estimate of all repairs/replacements needed to valves, safety switches, solenoids, etc., on the gas train and burner. NOTE: on dual-fuel burners, the owner must be able to switch between different fuels when directed to do so by the utility company.
7. Burner Reinspection: A boiler that cannot be run in either oil or gas will be brought to the attention of the Head Custodian. He will submit a work order into the system for repair. The Contractor will provide the District a revisit for the boiler(s) if repairs are made by District employees.

FIREBOX/FLUE CLEANING

1. Fire Box & Flue Cleaning will be conducted by the School District Employees
2. Contractor to check and make refractory repairs for all cracks and damage (All conditions and repairs made will be noted on the season's start-up report.

BOILER ROOM CHECKLIST

Building:	Technician:
Boiler/Burner:	Custodian:
Date:	

- | Yes | No | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Isolate boiler, drain down. |
| <input type="checkbox"/> | <input type="checkbox"/> | Open up and flush out cutoff. |
| <input type="checkbox"/> | <input type="checkbox"/> | Open plugs, scrub out piping. |
| <input type="checkbox"/> | <input type="checkbox"/> | Flush mud legs. |
| <input type="checkbox"/> | <input type="checkbox"/> | Mercury switches/pressure controls operational |
| <input type="checkbox"/> | <input type="checkbox"/> | Pressure switches set to factor specification. |

Notes: _____

2. BURNERS: OIL

- | Yes | No | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Clean nozzle. |
| <input type="checkbox"/> | <input type="checkbox"/> | Change nozzle. |
| <input type="checkbox"/> | <input type="checkbox"/> | Perform combustion analysis, adjust as needed. |
| <input type="checkbox"/> | <input type="checkbox"/> | High fire analysis. |
| <input type="checkbox"/> | <input type="checkbox"/> | Low fire analysis. |
| <input type="checkbox"/> | <input type="checkbox"/> | Verify oil pump operations – correct pressures? _____psi |
| <input type="checkbox"/> | <input type="checkbox"/> | Change filter(s) and belt(s) |

Notes: _____

_____ Signature

_____ Date

3. BURNERS: GAS

- | | | |
|--------------------------|--------------------------|---|
| Yes | No | |
| <input type="checkbox"/> | <input type="checkbox"/> | If oil only, check yes and skip to next section (Fire Side of Boiler) |
| <input type="checkbox"/> | <input type="checkbox"/> | Check pilot; clean, adjust or change. |
| <input type="checkbox"/> | <input type="checkbox"/> | Insulators checked, no defects. |
| <input type="checkbox"/> | <input type="checkbox"/> | Verify operation of burner. |
| <input type="checkbox"/> | <input type="checkbox"/> | Gas to oil switch operational? |
| <input type="checkbox"/> | <input type="checkbox"/> | Boiler can switch between oil and gas? |

Notes: _____

4. FIRE SIDE OF BOILER

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| Yes | No | | |
| <input type="checkbox"/> | <input type="checkbox"/> | | Repairs/repointing needed. |
| Yes | No | Not Applicable | Sections leaking. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Tubes leaking./Sections Leaking |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Manual valves leaking, inoperable. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Gauges in need of repair. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Gas train electric valves defective. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Fire eye controller operating correctly. |

Any other conditions, concerns: _____

Signature

Date