



Letchworth Central School District

5550 School Road ~ Gainesville, NY 14066

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5-8 Principal
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April 15, 2024

To Prospective Bidders:

The Letchworth Central School District Board of Education is accepting bids for refinishing of the High School gym floor at Letchworth Central School. Bid Specifications, Notice to Bidders, Non-Collusive Statement, and Proposals for Contract are attached.

Sealed bids must be marked "Gym Floors"; a signed Non-Collusive Statement must accompany all bids. Bids will be publicly opened and read on April 30, 2024 at 11:00 a.m. at the Business Office, 5550 School Road, Gainesville, NY 14066.

If you have any questions, please contact me at 585-493-5150.

Sincerely,

John P. Novak
Business Administrator

Enc.

BID DOCUMENTS FOR HIGH SCHOOL GYM FLOOR REFINISHING

**Letchworth Central School
5550 School Road
Gainesville, NY 14066**

DO NOT SEPARATE THESE SHEETS

To be opened:

**April 30, 2024 at 11:00 a.m.
In the Business Office of
Letchworth Central School
5550 School Road
Gainesville, New York 14066**

NAME OF BIDDER: _____

ADDRESS: _____

TELEPHONE #: _____ **FAX #:** _____

NOTICE TO BIDDERS

The Board of Education, Letchworth Central School, hereby invites the submission of sealed bids for refinishing of the High School gym floor at Letchworth Central School.

Bids clearly marked “Gym Floors” will be received until 11:00 A.M., April 30, 2024 in the Business Office, 5550 School Road, Gainesville, New York 14066 at which time and place they will be publicly opened and read.

Specifications and bid forms may be obtained from the above office.

The Board of Education hereby reserves the right to reject any and/or all bids.

DATED: 04/15/2024

**Elizabeth Wolfer, Clerk
Board of Education
Letchworth Central School
Gainesville, New York 14066**

I. PROPOSALS FOR CONTRACT

The bidder understands and agrees that the District will make an individual award to the lowest, responsible bidder. The Board of Education of Letchworth Central School reserves the right to reject any and all bids.

AMOUNT OF BASE BID

Bid Price: _____ \$ _____
(state in words and figures)

ALTERNATE: 1

Bid price: _____ \$ _____
(state in words and figures)

II. Proposed work dates _____ (required)

**TO BE OPENED:
April 30, 2024 at 11:00 A.M.
In the Business Office of
Letchworth Central School District
5550 School Road
Gainesville, New York 14066**

DATED: _____ **SIGNED:** _____

NAME: _____ **TELEPHONE:** _____

ADDRESS: _____ **FAX:** _____

OTHER SPECIFICATIONS

REFERENCES: Bidder shall provide references of satisfied customers. Bidder shall be judged on past performances and service.

CUSTOMER:

CONTACT:

PHONE:

1. _____
2. _____
3. _____
4. _____
5. _____

Letchworth Central School

HS Gym Floor Refinishing Specifications

Sand entire gym floor (do not remove bleachers)

Remove and replace approx. 20 ft.

Apply 2 coats of water base sealer

Stripe floor, District must approve line lay out and mascot drawing

Apply another 2 coats of water base sealer

Apply 1 coat of water base finish

(Currently Letchworth uses Hillyard “Star” for a sealer and “Icon” for a finish

Elementary Gym Floor Refinishing Specifications

Sand and repaint mascot in the center.(same size circle as original)

Sand and repaint red court border wide enough to cover undesired markings.

Apply 2 coats of sealer, paint, apply another 2 coats of sealer, then apply one coat of finish.

Alternate 1: Prep and recoat Elementary entire gym floor. The floor is 7600 ft²

General Requirements:

A.) Schedule: On-site work must be completed by July 31, 2024

B.) Payment: No prepayment for items or services is allowed.

C.) Workers’ Compensation: Statutory Workers’ Compensation Insurance for all of the contractor’s employees to be engaged in work under the contract is required. A Workers’ Compensation Insurance Certificate must be submitted to the District by the Contractor prior to the commencement of work and it must meet the requirement of the Workers’ Compensation law for the State of New York.

D.) Insurance: The successful bidder will provide to the District prior to the commencement of any work evidence of insurance coverage in the following amounts:

- 1.) General Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate
- 2.) Automobile Liability: \$1,000,000, PIP @ \$150,000
- 3.) Umbrella Liability: \$5,000,000

As regards General Liability Coverage, Letchworth Central School District at Gainesville, its Board Members, Staff & Volunteers are to be named as additional insured on a primary & non-contributing basis

E.) Prevailing Wage: Bidder will be required to pay prevailing wages in accordance with New York State Department of Labor for Wyoming County. The successful vendor must submit a certified payroll form when submitting invoice(s) for this project.

For any questions or to set up a site visit, call Todd Brant, Director of Facilities, 585-493-3550

AWARD

1. Awards 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 materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
2. The school district reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interests of the district will be served. Also reserved is the right to reject bids and to purchase items on state or county contracts if such items can be obtained on the same terms, conditions, specifications, and at a lower price.
3. The school district reserves the right to make awards within thirty (30) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.
4. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award contracts on individual items or on total sums, whichever is in the best interests of the school district.
5. If two or more bidders submit identical bids as to price, the decision of the Board to award a contract to one of such identical bidder shall be final. (General Municipal Law, Section 103, Sub.1).

CONTRACT

6. Each bid will be received with the understanding that the acceptance thereof in writing by the Board, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the school district. Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. Contract shall bind the school district on its part to order from such successful bidder and to pay for at the contract prices, all items ordered and delivered, within ten (10) percent over or under the award quantity, unless otherwise specified.
7. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.
8. If the successful bidder fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by the school district, or fails to make replacement of rejected articles, when so requested immediately or as directed by the school district, the school district may purchase from other sources to take the place of the item rejected or not delivered. The school district reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to

reimburse the school district promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

9. A contract may be cancelled at the successful bidder's expense upon nonperformance of contract.

10. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.

11. When materials, equipment, or supplies are rejected, they must be removed by the successful bidder from the premises of the school district within ten (10) days of notification. Rejected items left longer than ten (10) days will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property.

12. No items are to be shipped or delivered until receipt of an official purchase order from the school district.

13. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of the school district.

INSTALLATION OF EQUIPMENT

14. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.

15. Equipment, supplies, and materials shall be stored at the site only on the approval of the school district and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the materials.

16. Work shall be progressed so as to cause the least inconvenience to the school district and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.

17. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

GUARANTEES BY THE SUCCESSFUL BIDDER

18. The successful bidder guarantees:

a) His products against defective material or workmanship and to repair of any damages or marring occasioned in transit.

b) To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.

c) To carry adequate insurance to protect the school district from loss in case of accident, fire, theft, etc.

d) That all deliveries will be equal to the accepted bid sample.

e) That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted

or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to 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.

DELIVERY OF SUPPLIES, EQUIPMENT AND MATERIALS

19. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the school district as to reasonable compliance with delivery terms shall be final.

20. 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.

21. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.

22. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition.

23. 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. The successful bidder will be required to furnish proof of delivery in every instance.

24. Unloading and placing of the equipment and furniture 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 him. No help for unloading will be provided by the school district, and suppliers should notify their truckers accordingly.

PERFORMANCE OF SERVICES RENDERED

25. Successful bidder to provide skilled, experienced, prompt service as requested

26. Proof of proper licensure and certification pursuant to this contract shall be furnished to the School District.

26. The successful bidder shall comply with all laws, rules, ordinances and regulations and the regulations of the School District and all directives issued by the School District.

27. No smoking, consumption of alcoholic beverages, or use of illegal drugs will be permitted anywhere on School Grounds.

28. The successful bidder shall not have any contact or communication with any student. All workers on site will be processed through the RAPTOR visitor management system. The District reserves the right to deny access to the facility to any worker who is flagged as a registered sex offender and will follow all regulations of the Commissioner of Education pursuant to the Safe Schools Against Violence in Education Act ("SAVE" legislation). All costs of compliance to this legislation are the sole responsibility of the contractor.

29. Under this contract, sub contracting shall not be permitted without prior written approval by the School District.
30. Successful bidder shall have tools and equipment/materials necessary to perform the required work.
31. 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.
32. No travel time will be paid.
33. No vehicle use will be paid in the normal course of transporting approved materials to the job site.
34. The successful bidder is to comply with all Federal, State and Local regulations relating to certification and licensure, labor, including but not limited to minimum hour wage, working conditions, insurance and safety factors and child labor laws.

PAYMENTS

35. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.
36. Payment will be made only after correct presentation of claim forms or invoices as may be required.
37. Payments of any claim shall not preclude the school district from making claim for adjustment on any item found not to have been in accordance with the contract specifications.

SAVING CLAUSE

38. 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, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

NOTE: NONCOLLUSIVE BIDDING CERTIFICATION MUST BE SUBMITTED WITH EACH BID

NON-COLLUSIVE BIDDING CERTIFICATION

Name: _____

Business Address: _____

Telephone Number: _____ Date of Bid: _____

I. General Bid Certification

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

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he 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 subdivision 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 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 bid a signed statement which sets forth in detail the reasons therefor. 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 certification referred to in subdivision one of the 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 the corporation.

Signature (Authorized) _____

Name (Printed) _____

Title _____