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

BID #F2026-36: ASPHALT PAVEMENT REPAIRS: DISTRICTWIDE
UNIT PRICING REQUEST

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Performance and Payment Bonds as stipulated in Item #39 of Specifications are <u>waived</u> for the contract intended to be awarded.

BOARD OF EDUCATION
WHITE PLAINS CITY SCHOOL DISTRICT
5 HOMESIDE LANE, WHITE PLAINS, NEW YORK 10605
WESTCHESTER COUNTY

NOTICE TO BIDDERS

The Board of Education of the White Plains City School District, White Plains, New York, popularly known as White Plains School District, in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids from reputable and qualified contractors for the provision of labor and materials for the following contract applicable to all properties owned and/or operated by the White Plains School District ("School District"):

LABOR AND MATERIAL CONTRACT FOR:
BID #F2026-36: Asphalt Pavement Repairs - Districtwide
BID DUE by 3:00 PM, Tuesday, March 24, 2026

Bids for **BID #F2026-36: ASPHALT PAVEMENT REPAIRS: DISTRICTWIDE** for the term of **July 1, 2026 through June 30, 2027,** will be received until the above stated hour of prevailing time and date at the Business Office, 5 Homeside Lane, White Plains, New York, at which time and place all bids will be publicly opened. If the Business Office is closed on the above-stated date due to inclement weather or other emergency, bids will be opened on the next business day on which the Business Office is open. The Bid Documents, including but not limited to Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, Technical Specifications and bid forms may be obtained by going online at https://www.whiteplainspublicschools.org/Page/19996 or http://www.bidnetdirect.com. Only those vendors who obtain bidding documents from http://www.bidnetdirect.com or https://whiteplainspublicschools.org/Page/19996 are guaranteed to receive addendum information, if such is issued. If you obtained documents from a source other than the http://www.bidnetdirect.com or https://whiteplainspublicschools.org/Page/19996, the School District will not guarantee the integrity of the document.

Bids must be presented on the forms provided in the Bid Documents in the manner designated therein and as required by the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications and Technical Specifications. **Each bid must be accompanied by bid security in the amount of $500.00.** The bid security should be either a bid bond or certified company check, or bank check made payable to the White Plains Board of Education. All bids must be enclosed in sealed, opaque envelopes which are clearly marked on the outside: **BID #F2026-36: Asphalt Pavement Repairs – Districtwide.** Bids shall remain firm for a period of forty-five (45) days following the date of the bid opening.

The Board of Education reserves the right to waive what it deems to be informalities relating to a specific bid, to waive what it deems to be informalities relating to the bidding process, to waive what it deems to be technical defects, irregularities and omissions relating to a specific bid, to request additional information from any bidder, to re-advertise and invite new bids, to reject any or all bids, to accept the whole or part of any bid or to accept parts of bids from more than one bidder which, in the Board of Education's judgment, is in the best interest of the School District.

The Board of Education reserves the right to consider experience, service, and reputation in the above-referenced fields. In addition, the Board of Education reserves the right to consider the financial responsibility and specific qualifications, as set out herein, of the prospective bidder in its evaluation of the bids and award of the contracts.

BOARD OF EDUCATION
WHITE PLAINS CITY SCHOOL DISTRICT
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 33).

3. All materials submitted to the School District pursuant to this bid shall become the property of the School District and will not be returned to the bidder. The bidder is responsible for making its own copies of any or all parts of the Bid Documents for its files. After a contract is awarded or one or more bids are rejected, bids may be made available upon request pursuant to the Freedom of Information Law ("FOIL") for public inspection, except to the extent that certain personally identifiable information may be redacted as an invasion of personal privacy or the bidder has designated, and the School District concurs that certain information constitutes a trade secret or other proprietary information or data. If a bidder believes that a portion of its bid contains trade secrets or other proprietary data that should remain confidential and not be disclosed, a statement advising the School District of this fact shall accompany the bid and the information is to be identified wherever it appears. Identifying an entire bid as proprietary is unacceptable and will result in no part of the bid being treated as containing a trade secret or other proprietary information or data.

4. Bids must be presented in a sealed, opaque envelope(s) addressed as follows:

Board of Education
White Plains City School District
5 Homeside Lane
White Plains, New York 10605
Attn: Toni Russo, Purchasing Agent

BID #F2026-36: Asphalt Pavement Repairs - Districtwide

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 by **3:00 p.m. on Tuesday, March 24, 2026** at the White Plains City School District, White Plains, New York. All bids will be publicly opened at the above-stated time at the School District's Business Office located at 5 Homeside Lane, White Plains, New York.

7. The bidder to whom a contract is awarded must comply with all New York State Labor Laws, including compliance with the current prevailing wage rates. All invoices must be accompanied by certified payrolls in order for payments to be processed.

8. The bidder to whom a contract is awarded must be registered with NYSDOL and submit a Certificate of Registration with their bid materials per New York State Labor Law Section 220-i. Failure to submit proof of registration may result in the rejection of the bid as nonresponsive. The bidder to whom a contract is awarded must ensure that each and every subcontractor engaged to perform work pursuant to the awarded contract is registered in accordance with New York Labor Law Section 220-i before commencing any work and the bidder must provide copies of each subcontractor's Certificate of Registration to the School District before the subcontractor commences any work pursuant to the awarded contract.

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

BIDDING PROCEDURE AND REQUIREMENTS

1. The date and time of bid opening will be given in the Notice to Bidders and Instruction to Bidders.

2. Bidders shall be responsible for visiting the respective sites to fully familiarize themselves with the scope of work required under the Contract(s) intended to be awarded.

3. All bids must be submitted on and in accordance with the forms included in the Bid Documents. See Checklist on page 33.

4. Where so indicated by the makeup of the Bid Form(s), sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words will govern.

5. A bidder shall not make any stipulations on the Bid Form(s) or qualify its Bid in any manner. No bid will be considered which purports to qualify, limit, amend or omit any requirement of the Bidding Documents.

6. A bid shall include the legal name of the bidder(s) and a statement indicating whether the bidder(s) is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the bidder(s) to a contract. A bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed on the signature pages of each Bid Form. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the bidder.

7. Bidders will provide, along with the completed Bid Form(s), evidence demonstrating an ability to provide the requested services, including, if applicable, a list of any and all school districts of a similar size which the bidder(s) has served during the past five (5) years and a summary of their experience over at least five (5) years of successful completion of the services required herein in compliance with the applicable laws, rules and regulations of the State of New York.

8. Bidders will also provide the last three (3) years of audited financial statements.

9. Bidders must include a reference list, setting out the names of all school districts served by it with comparable services, and shall further set out the name and telephone number of each business official or other school district liaison/individual with knowledge of the comparable services provided by the bidder(s).

10. All information required in the Notice to Bidders, Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, Technical Specifications and Bid Form(s), in connection with each item against which a bid is submitted, must be provided to constitute a regular bid.

11. No alteration, erasure, or addition is to be made to the typewritten or printed matter. Any deviations from the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, or Technical Specifications will constitute sufficient grounds for rejection of a bid.

12. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written by hand in ink and the full name of the person who provided the signature shall be legibly printed below the signature. Facsimile, printed, or typewritten signatures are not acceptable. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature.

13. No charge will be allowed for federal, state, or municipal sales and excise taxes since the School District is exempt from such tax.

14. All bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his/her bid deposited on time at the place specified.

15. **THE BOARD OF EDUCATION RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS TO BE BIDDING OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC BID, TO WAIVE WHAT IT DEEMS TO BE INFORMALITIES RELATING TO THE BIDDING PROCESS, TO WAIVE WHAT IT DEEMS TO BE TECHNICAL DEFECTS, IRREGULARITIES AND OMISSIONS RELATING TO A SPECIFIC BID, TO REQUEST ADDITIONAL INFORMATION FROM ANY BIDDER, TO REJECT ANY AND ALL BIDS, TO RE-ADVERTISE AND INVITE NEW BIDS, OR TO ACCEPT THE WHOLE OR A PART OF A BID, OR TO ACCEPT PARTS OF BIDS FROM MORE THAN ONE BIDDER AS IN THE BOARD'S JUDGMENT, IS IN THE BEST INTEREST OF THE SCHOOL DISTRICT.**

16. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the bidder can furnish the services, supplies, materials, or

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

17. All bids must be sealed. They must be submitted either in plain opaque envelopes, or in those furnished by the School District. All bids must be addressed to the Board of Education, White Plains City School District, Attention: Toni Russo, Purchasing Agent. Bid envelopes must be clearly marked **BID #F2026-36: ASPHALT PAVEMENT REPAIRS: DISTRICTWIDE.**

18. Also, the date and time of the bid opening must appear on the envelope. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the Bids will become the property of the School District and will not be returned.

19. The Contract(s) to be awarded as a result of this solicitation of bids shall have a term of **July 1, 2026, through June 30, 2027.**

20. Bidders shall submit their bids on the provided Bid Form(s). Bidder's prices shall include all costs associated with the work to be performed. Such costs shall include the necessary labor, equipment, materials, transportation and tools and/or utensils to complete the work as required by the School District.

21. Each bidder awarded a Contract shall be responsible for complying with all laws, rules, regulations, codes and/or ordinances that apply to the services to be rendered or the materials to be supplied.

22. Any bidder awarded a Contract as a result of this solicitation of bids must comply with the prevailing wage rates that are applicable to the labor and services to be provided. All wages and supplements paid to laborers performing any work of a Contract awarded as a result of this solicitation for bids shall be in accordance with the New York State Department of Labor Prevailing Wage Schedule, specifically "General Construction Rates" for Westchester County, Prevailing Wage Schedule, PRC# 2025015503 Prevailing Wage Rates are subject to change annually on July 1st. Any bidder awarded a Contract is responsible to meet the wages as posted by NYSDOL July 1st every year.

23. The White Plains City School District shall have the unilateral option of extending or renewing the Contract(s) awarded as a result of this solicitation of bids for two (2) consecutive additional periods of twelve (12) months, each upon the same terms and conditions as are contained in these Bid Documents. The School District each year will consider, upon request, an inflationary increase not to exceed the Consumer Price Index for December from the New York, Northeastern New Jersey area based upon index for all urban consumers (C.P.1-U). Said options shall be deemed to have been exercised upon formal written notification prior to the expiration of any Contract awarded as a result of this solicitation for bids. If the White Plains City School District exercises the option for the first additional twelve (12) month period, the Contract as renewed shall be deemed to include the option provision for the second additional twelve (12) month period. However, the total duration of the awarded Contract, including any option(s) under this clause, shall not exceed thirty-six (36) months.

24. Each bid will be received with the understanding that its acceptance, in writing, by the School District, approved by the Board of Education, to furnish any or all of the items described shall constitute a contract between the accepted bidder and the School District that incorporates all the terms and requirements of the Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, and Technical Specifications) and the accepted portion of the bidder's bid. The Contract shall bind the accepted bidder to furnish the labor and material required at the prices set forth in the accepted portion of its bid.

25. The placing in the mail of a notice of award to an accepted bidder, to the address given in the bid, will be considered sufficient notice of award of a Contract.

26. It is mutually understood and agreed that any bidder awarded a Contract shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company, or corporation, without the prior written consent of the School District.

27. These Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, and Technical Specifications) any Addenda issued by the School District, and the accepted portion of the submitted bid shall form a part of the awarded Contract(s) and the provisions thereof shall be binding upon the School District and the accepted bidder(s). The term "Contract Documents" shall include all of the aforesaid together with the Contract itself.

28. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted in it and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

29. It is understood that the Contract in no way excludes the School District from using its own forces, or services provided by other school districts or BOCES, or in any way limits the School District from using other contractors in performing similar or other services.

30. IRAN DIVESTMENT ACT

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, the bidder certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2013" list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize for any awarded Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, each bidder is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the awarded Contract is renewed or extended.

During the term of the awarded Contract, should White Plains City School District receive information that the bidder is in violation of the above-referenced certifications, White Plains City School District will review such information and offer the bidder an opportunity to respond. If the bidder fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then White Plains City School District shall take such action as may be appropriate and provided for by law or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the bidder(s) awarded a Contract in default.

White Plains City School District reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal, or extension of a Contract, and to pursue a responsibility review with respect to any entity that is awarded a Contract and appears on the Prohibited Entities list after Contract award.

The attached Iran Divestment Act of 2012 Certification Form must be signed, notarized, and returned by each bidder with its bid.

31. BID PROTEST PROCEDURES

A. Right to Protest

Any actual or prospective bidder whose direct economic interest would be affected by the award of a contract or by the failure to award a contract by the School District may submit a written protest to the Assistant Superintendent for Business in accordance with the procedures set forth herein, except no protests will be considered challenging emergency procurements.

B. Submission of Protest

1. A protesting party may submit a written protest to the Assistant Superintendent of Business, setting forth the basis on which the protesting party challenges the solicitation of bids or the School District's award or failure to award a contract based upon a solicitation of bids.

2. The written protest must include the following:

    a. name, address, e-mail address, fax and telephone numbers of the protesting party or its designated agent;

    b. bid, solicitation, or contract number;

    c. detailed statement of the legal and factual grounds for the protest, including a description of the resulting prejudice to the protesting party;

    d. copies of all documents relevant to the grounds for the protest;

    e. statement of the relief requested;

f. information establishing that the protesting party is an actual or prospective bidder whose direct economic interest would be affected by the award of a contract or by the failure to award a contract by the School District; and

g. information establishing that the protest is timely filed in accordance with these procedures.

3. Bid protests must be received by the Assistant Superintendent for Business within ten (10) business days after the issuance of a contract award, except: any protest concerning the terms and conditions of the solicitation (or other matters that would be apparent to a protesting party prior to the date set in the solicitation for the receipt of bids) must be filed on or before the date set in the solicitation for the receipt of bids or proposals. An untimely protest will not be considered and will be returned to the protesting party.

4. During the resolution of a pending protest, if the facts presented so warrant, the Assistant Superintendent for Business may, at his/her discretion, suspend the procurement, until the protest is resolved.

5. If a contract has been awarded prior to the receipt of a protest, the Assistant Superintendent for Business will provide a copy of the protest to the successful bidder(s).

6. The successful bidder(s) may, but is not required to, file an answer to the protest with the School District. Any answer by the successful bidder(s) must be filed with the Assistant Superintendent for Business no later than ten (10) business days after the successful bidder(s)'s receipt of the protest.

C. Review of Protest and Determination

1. Upon receipt of the protest, the Assistant Superintendent for Business shall review the protest, supporting documents, and any other documents from any other source relating to the allegations in the protest, including an answer by the successful bidder(s), if any, and issue a written determination within forty-five (45) business days after receipt of the protest, where feasible. The Assistant Superintendent for Business may take any action or make any requests he or she deems necessary in order to investigate the protest, including but not limited to convening a hearing, conducting interviews, requesting written or oral submissions from the protesting party or successful bidder(s) (if any), request the submission of material samples, and extending the time to issue a decision in order to obtain all pertinent information.

2. A copy of the written determination, stating the reason(s) upon which it is based and the right to appeal the determination to the Board of Education shall be sent by regular mail to the protesting party or its agent and to the successful bidder(s), if any.

D. Appeals of Protest Determinations

1. The written determination rendered by the Assistant Superintendent for Business shall be the conclusive and final determination of the protest, unless, within ten (10) business days after receipt of the written determination, the protesting party or the successful bidder(s), where applicable, appeals the determination to the Board of Education. For purposes of such an appeal, the protesting party and the successful bidder(s), where applicable, will be deemed to have received the determination rendered by the Assistant Superintendent of Business no later than four (4) business days after it is sent to the protesting party and successful bidder(s), if any. The appeal must be in writing and received by the Board of Education within ten (10) business days after the appealing party's receipt of the written determination rendered by the Assistant Superintendent for Business.

2. The Board of Education will consider all information relevant to the protest, and may, at its discretion, suspend, modify, or cancel the disputed procurement action prior to issuance of a formal decision on the appeal.

3. No evidence or information may be introduced or relied upon in the appeal that has not been presented to the Assistant Superintendent for Business. The Board of Education shall review the appeal and supportive documents and issue a written decision within fifteen (30) business days of receipt of the appeal, if feasible. The Board of Education may take any action or make any requests he or she deems necessary including extending the time to issue a written decision on the appeal.

4. A copy of the written decision rendered by the Board of Education on the appeal stating the reason(s) upon which it is based shall be sent by regular mail to the appealing party or its designated agent and to the successful bidder(s), if any and if not the appealing party.

5. The decision of the Board of Education shall be the School District's conclusive and final determination of the protest.

Qualifications of Bidders

The work and services described in these Bid Documents include the performance of activities directly affecting the health and safety of the students and staff of the School District and the public generally. The School District may make any investigation necessary to determine the ability of the bidder to fulfill the terms of any Contract(s) awarded as a result of this solicitation of bids, and the bidder shall furnish the School District with all such information for this purpose as the School District may request. If, in the opinion of the School District, the bidder is not properly qualified or responsible to perform any obligations of the Contract bid upon, the School District reserves the right to reject its bid.

The following minimum requirements must be met to qualify for bidding:

a) **Bidder must be registered with NYSDOL and submit a Certificate of Registration with their bid materials per New York State Labor Law Section 220-i.**

b) Bidder must possess and demonstrate facilities, knowledge, and capabilities to satisfy all requirements of the Bid Documents.

c) 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.

d) 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.

e) 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.

f) Bidder must include a reference list, setting out the names of all school districts served by it with comparable services, and shall further set out the name and telephone number of each business official or other school district liaison/ individual who has knowledge of the services performed by the bidder.

g) 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.

h) Bidder must be responsible, as demonstrated by:
   a. A lack of pending lawsuits or substantive outstanding judgments or liens, including Federal or State tax liens.
   b. No denials of performance bonds within the last seven years.
   c. A satisfactory credit history as evidenced by a review that may be made by the School District.
   d. Work performance on other projects.
   e. Such other information as the Board of Education, in its sole discretion, determines is relevant to the responsibility of the bidder.

i) Upon investigation of any references and information submitted by the bidder, the Board of Education reserves the right to reject any bid where it is found that the bidder's qualifications are not consistent with the requirements of these Bid Documents, or the information presented.

i) Bidder must have a safety program that is compliant with OSHA Regulations and Standards. Bidder shall make available for inspection their program and training documents.

INTERPRETATION OF BIDDING DOCUMENTS

No interpretation of the meaning of the specifications or other Bid Document will be made to any bidder orally. Every request for such interpretation should be made in writing, addressed to **Toni Russo, Purchasing Agent,** White Plains City School District, 5 Homeside Lane, White Plains, New York 10605, not later than five (5) business days prior to the date fixed for the opening of bids. Notice of any and all interpretations and any supplemental instructions will be issued in the form of addenda to the Bid Documents. All addenda so issued shall be posted to https://www.whiteplainspublicschools.org/Page/19996 and http://www.bidnetdirect.com, and shall become a part of the Contract Documents of any Contract awarded as a result of this solicitation for bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligations under his/her bid submitted.

CONTRACT AWARD

The School District will endeavor to make an award within forty-five (45) days of the date of the bid opening and all bids shall remain firm during that time frame. The School District further reserves the right to make award following this period to any bidder who has not provided written notice to the School District that its bid has been withdrawn.

Award will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the labor, materials, equipment, or supplies to be furnished, and the conformity with the Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, and Technical Specifications).

METHOD OF AWARD

The Contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, and Technical Specifications). The White Plains City School District guarantees no minimum or maximum purchase or service pursuant to a Contract awarded as a result of this solicitation of bids. Additionally, the White Plains City School District reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it at the time of purchase.

The School District reserves the right to reject all bids; to reject any bid in whole or in part, to accept parts of bids from more than one bidder, to waive technical defects, irregularities, and omissions relating to a specific bid, to waive what it deems to be bidding or specification informalities relating to a specific bid, to waive what it deems to be informalities relating to the bidding process, if in its judgment the best interests of the School District will be served; and to reject all bids and to purchase items on State or County contract as permitted by law if such items can be obtained on the same terms, conditions, specifications, at a lower price.

If two or more bidders submit identical bids as to price, the decision of the Board of Education of White Plains City School District to award a Contract to one such bidder shall be final.

No cash discount may be offered or quoted by any bidder.

To the extent permitted by law, bidders submitting bids acknowledge that, pursuant to New York General Municipal Law Section 103(16), the White Plains City School District intends to allow all political subdivisions in the State of New York to participate in the bid award/contract resulting from this solicitation for bids. These political subdivisions include, but are not limited to local governments (villages, town, etc.), public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. Such political subdivisions shall participate in the bid award/contract by entering into their own separate contracts with the successful bidder(s) that are based upon, incorporate, and honor the terms, conditions, specifications and prices of the bid award(s)/Contract(s) resulting from this solicitation for bids. White Plains City School District shall have no liability or responsibility to pay for any goods or services provided to another political subdivision – each political subdivision is responsible for paying for the goods and services it obtains through the bid award(s)/Contract(s) resulting from this bid.

EQUAL EMPLOYMENT

It is the policy of the White Plains City School District to provide equal employment opportunities to all individuals in its personnel and employment practices. In accordance with NYS and Federal Law, the White Plains City School District prohibits discrimination because of creed, race, color, sex, sexual orientation, national origin, religion, age, marital status, military status, domestic violence victim status, predisposing genetic characteristics or disability in all employment practices including recruitment, solicitation for employment, hiring, firing, training, job assignments, promotion, compensation and other terms, conditions and privileges of employment Further, contractors with the White Plains School District shall be required to meet equal employment opportunity standards.

New York State strives to promote equality of economic opportunities for minority and women-owned business enterprises. New York State encourages including minority and women-owned business enterprises ("MWBEs") as bidders, subcontractors and suppliers on public procurement contracts. By submitting a bid, the bidder(s) certifies that if it is awarded a Contract, (a) it will make commercially reasonable good faith efforts to utilize suppliers that are certified MWBEs, (b) to the extent subcontracting is needed and permitted by the School District, bidder will make commercially reasonable good faith efforts to utilize subcontractors, who are certified MWBEs and (c) bidder will retain documentation of these efforts to be provided upon request to the School District, New York State and/or an agency or department of the United States government. Evidence of good faith efforts shall include, but not be limited to, the following: (a) copies of solicitations to MWBEs and any responses thereto; (b) explanation of the specific reasons each MWBE that responded to such solicitations was not selected; and (c) explanation of the specific steps undertaken for the purpose of subcontracting with or obtaining supplies from certified MWBEs.

SPECIFICATIONS

1. To provide skilled, experienced, prompt service to a wide variety of projects on an "on-call" basis and/or as required completing the work described herein.

2. Work shall include troubleshooting, repair, replacement, installation, new work and general maintenance of equipment and/or facilities as the case may be.

3. The bidder(s) awarded a Contract must be equipped to provide emergency work within (2) two hours of the School District's call for service and to commence non-emergency/new work within twenty-four (24) hours of the School District's call for service.

4. In the event that the work cannot be performed as per time schedule by the bidder awarded a Contract, the School District may arrange for another entity to perform the work per the schedule and the bidder awarded a Contract will be responsible for payment of any increased cost incurred by the School District.

5. Proof of proper licensure and certification of the bidder as well as, if applicable, each employee who will furnish services pursuant to the Contract intended to be awarded shall be provided to the School District.

6. The bidder(s) awarded a Contract shall comply with all rules and regulations of the School District and all directives issued by the School District.

7. Smoking will not be permitted anywhere on School grounds.

8. The owners, employees, officers, directors, or approved subcontractors of bidder(s) awarded a Contract shall not have any contact or communication with any student or teacher.

9. Photo identification badges must be worn at all times that the bidder(s) awarded a Contract, its agents or employees are on-site rendering services or performing work.

10. Non-interference with Occupation of the Buildings and Premises:

    a. The bidder(s) awarded a Contract must take into consideration the fact that the sessions of the school must be continued as usual during the progress of the work. The operation of the fire alarm, the interior fire alarm system, gongs, bells, facsimiles, and telephones must not be interfered with.
    b. Fixtures or essential parts of material or equipment shall not be removed until permission is given by the School District's Director of Facilities & Operation and, in the case of replacements, not until the essential replacement material or fixture has been delivered to the applicable building or site.
    c. The safety of the pupils and teachers requires that nothing shall be done to in any way block the streets in or about the exits, or the exits themselves. Neither shall there be any unauthorized interference with the free and unobstructed use of the hallways, stairways, toilets, and rooms. When necessary for mechanics to work in any portion of the premises normally occupied by the school, application must be

made, before entering therein, to the School District's Director of Facilities & Operations who will arrange a working agreement with the principal of the school so that the work may be carried forward in a manner to interfere as little as possible with the school session.

d. Whenever work is carried on during school sessions, not more than one stairway shall be closed off from free and safe use of the pupils at any time, and this only after the written permission of the School District's Director of Facilities & Operations has been obtained. No part of the building or premises shall be closed to the use of the occupants without the permission of the School District's Director of Facilities & Operations. When such permission has been given, the bidder(s) awarded a Contract shall provide and erect temporary partitions, barriers, etc., where required to ensure absolute safety of the occupants of the building or premises.

11. Under the Contract intended to be awarded as a result of this solicitation, subcontracting shall not be permitted without prior written approval by the School District.

12. Bidder and its employees shall have tools and equipment necessary to perform the required work.

13. All labor shall be performed by skilled workmen and the bidder(s) awarded a Contract shall not employ men or means which may cause stoppage or delay in the work under the awarded Contract or that of any other contractor or any work in or about the premises of these buildings or any buildings or premises under the control of the Board of Education of the White Plains City School District.

Each time a bidder awarded a Contract or its employees or its approved subcontractors performs any work in the School District he shall report his arrival and departure and what service he is performing to the custodian in charge.

The bidder(s) awarded a Contract shall submit to the Facilities & Operations Department a full report of the service call which shall include:

a. Date and time;
b. Name of person performing work;
c. On-job service time;
d. Description of work, including all parts replaced or repaired

14. When repairing and replacing any systems or parts for the equipment in place at the School District's facilities or when undertaking any new installation, the bidder(s) awarded a Contract shall use the most current materials manufactured. Obsolete or out of date materials shall not be allowed under any circumstances.

15. Necessary parts and materials shall be included in costs stated in the Bid Form(s). If requested by the School District, the bidder(s) awarded a Contract will attach to each of its invoices a receipt and/or purchase order for the materials/parts purchased and installed by the bidder. All parts shall be new and shall be equal to or better than the original equipment/material. Rebuilt parts may be used only with prior written approval of the School

District. Any merchandise provided under the awarded Contract which is or becomes defective during the guarantee period shall be replaced by the bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The bidder(s) awarded a Contract shall make any such replacement immediately upon receiving notice from the School District.

16. The School District reserves the right to furnish parts and materials if it deems it to be in its best interest.

17. The bidder(s) awarded a Contract shall maintain an adequate inventory of new, original manufacturer's parts and materials so as to ensure prompt repairs or installations on short notice. The bidder(s) awarded a Contract shall furnish the source and amount of such inventory.

18. Delivery must be made in accordance with these specifications. The decision of the School District as to reasonable compliance with delivery terms shall be final.

19. The School District will not accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency repair or installation.

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

21. The bidder(s) awarded a Contract shall be responsible for delivery of items in good condition at the point of destination. The bidder(s) awarded a Contract shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The School District will note for the benefit of such bidder(s) when packages are not received in good conditions.

22. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the School District.

23. Unloading and placing the equipment inside the building is the responsibility of the bidder(s) awarded a Contract, and the School District accepts no responsibility for unloading and placing equipment. Any costs incurred due to the failure of the bidder(s) to comply with this requirement will be charged to it. No help for unloading will be provided by the School District, and bidders should notify their suppliers and truckers accordingly.

24. The bidder(s) awarded a Contract shall not unreasonably encumber the site with materials or equipment during the performance of its work. Only materials and equipment which are to be used directly in the performance of the bidder's work shall be brought to and/or stored on the premises of the School District. After equipment is no longer required for its work, the bidder shall promptly remove such equipment from the premises of the School District. The bidder(s) awarded a Contract shall be solely responsible for the protection of materials and equipment stored on the premises from weather, theft, damage, and all other adversity. The

bidder(s) awarded a Contract shall at all times provide the proper housekeeping to minimize potential fire hazards and shall provide approved spark arresters on all steam engines, internal combustion engines and flues. The bidder(s) awarded a Contract shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by the performance of all of the Work being performed on-site and in the buildings. At the conclusion of the work, such bidder shall restore the premises to its original condition. This restoration shall include but not be limited to: cleaning the areas in which work was performed; removal of all waste, materials, rubbish, tools, equipment, machinery and surplus materials. If clean-up is not performed in accordance herewith, the School District may engage the services of a cleaning company each time the requirement is not met without further notification to the bidder(s) awarded a Contract. The cost of such cleaning company, together with the cost of any custodial costs of the School District, will be charged to such bidder.

25. All deliveries shall be accompanied by delivery tickets or packing slips. Such delivery tickets or packing slips shall contain the following information for each item delivered:

- Purchase Order Number
- Name of Article
- Quantity
- Name of bidder(s) awarded a Contract

26. Cartons shall be labeled with purchase order number, name of bidder(s) awarded a Contract and general statement of contents. Failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

27. No travel time will be paid. Travel time shall not be included in the prices bid. Payments will be made only for time on the job. All invoices must be accomplished by submission of detailed daily service tickets specifying time of arrival and departure and services rendered. The ticket shall be signed by an authorized representative of the School District. A copy of this ticket will be left with the signer. This service ticket shall be the basis for payment. Certified payroll records also must accompany any invoice submitted.

28. The School District will issue work orders directly to the bidder(s) awarded a Contract through our online Computerized Maintenance Management system. The bidder(s) awarded a Contract will be notified by the online system that they have a work order pending and it will be their responsibility to access and monitor the system for the work order(s) assigned to them. The bidder(s) awarded a Contract is to enter labor hours/costs and material costs associated with performing the requested service and change the work order status from “Work in Progress” to “Complete” once the work is completed. A copy of the completed work order form MUST accompany invoice.

29. Invoices must be submitted within 30 days of service. Payment will be made only after correct presentation of claim forms and/or invoices with required supporting documentation. They should include:

- Invoice must reference purchase order #
- Breakdown of labor, unit costs and material costs, as awarded. **All bidder(s) awarded a Contract are requested to pro-rate the awarded labor**

rates for purposes of billing ¼ and ½ hour increments where needed. The hours of the authorized work ticket must match those invoiced.

- Copy of vendor generated service ticket signed by School District employee for related invoice
- Certified payroll
- Supporting documentation for parts, etc.

29. Payments of any claim shall not preclude the School District from making a claim for adjustment on any item found not to have been in accordance with the Bid Documents, including but not limited to these Specifications and the Technical Specifications.

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. Bidder(s) awarded a Contract must obtain prior written approval from the School District for payment of special vehicle use.

31. The bidder(s) awarded a Contract shall pay its employees "prevailing rate of wage" as defined in Section 220 of the New York Labor Law, Schedule of Wage Rates. Prevailing wage rates are subject to change annually on July 1st. Bidder(s) awarded a Contract is responsible to meet the wages as posted by NYSDOL July 1st every year

32. The bidder(s) awarded a Contract must include proof of registration with NYSDOL as required by NY Labor Law Section 220-i. A Certificate of Registration must be included in their bid. Failure to provide proof of registration may result in the rejection of the bid as nonresponsive. The bidder(s) awarded a Contract must ensure that all subcontractors engaged to perform work pursuant to the awarded contract are registered in accordance with New York Labor Law Section 220-i before commencing any work and the bidder must provide copies of each subcontractor's Certificate of Registration to the School District before the subcontractor commences any work pursuant to the awarded contract. The attached Bidder Has Registered with NYSDOL Certification Form must be signed, notarized, and included in each bidder's bid.

33. The bidder(s) awarded a Contract is to comply with all Federal, State and Local regulations relating to certification and licensure, labor, such as minimum hour wage, working conditions, insurance, and safety factors in cases where installation of equipment is involved.

34. In accordance with Section 220-e of the Labor Law of the State of New York, it is agreed that:

a. In the hiring of employees for the performance of the awarded contract(s) or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color, disability, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the awarded contract(s) on account of race, color, creed, disability, sex or national origin.

a. There may be deducted from the amount payable to the bidder(s) awarded a Contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.
b. The awarded Contract(s) may be cancelled or terminated by the Board of Education and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section.
c. The aforesaid provisions of this section shall be limited to operations performed within the territorial limits of the State of New York.

35. The bidder(s) awarded a Contract shall comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with same. The bidder(s) awarded a Contract shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the School District, its Board of Education, officers, agents, and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.

36. Bidders shall be licensed by the County of Westchester and local municipalities, where required.

37. All work must be performed and installed in accordance with the current edition of all applicable laws, rules, regulations and/or local codes.

38. The School District reserves the right to assign its personnel to assist the mechanics of the bidder(s) awarded a Contract if the School District deems such assistance to be in its best interest.

39. The bidder(s) awarded a Contract shall furnish performance and labor and material payment bonds equal to 100% of the awarded Contract to guarantee the faithful performance of such Contract. *(**Waived, see page 1**)* If this is a time and material bid, please see the Technical Specifications for how to determine the amount of the awarded Contract for purposes of the performance and labor and material payment bonds. Such bonds shall be maintained in full force and effect until at least two (2) years after the awarded Contract has been fully performed. The bidder(s) awarded a Contract shall furnish a performance bond and labor and material payment bond meeting all statutory requirements of the State of New York. All Surety companies are subject to the approval of the School District and may be rejected by the School District without cause. Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the School District in the School District's sole judgment. The bonds shall be executed by a responsible surety licensed to do business in New York with an A.M. Best Rating of "A-" or better as to Policy Holder Ratings, and "IX" or better as to "Financial Size Category." The bonds shall further be executed by a surety that is currently listed on the U.S. Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as amended. The performance bond and the labor and material payment bond shall each be in an amount equal to 100% of the Contract Sum. Every Bond must display the Surety's Bond Number and be

accompanied by an original Power of Attorney, giving the names of Attorneys-in-fact, and the extent of their bonding capacity.

A rider including the following provisions shall be attached to each Bond: (1) Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the School District or the bidder(s) awarded a Contract to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived. (2) Surety further agrees that in event of any default by the School District in the performance of the School District's obligations to the bidder(s) awarded a Contract under the awarded Contract, such bidder or Surety shall cause written notice of such default (specifying said default in detail) to be given to the School District, and the School District shall have thirty (30) days from time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to bidder(s) awarded a Contract and the School District. Said bonds shall be in the form of AIA Form A312 2010.

40. The School District may, in the School District's sole discretion and without prior notice to the bidder(s) awarded a Contract, inform the surety of the progress of such bidder's work and obtain consents as necessary to protect the School District's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with such bidder's work.

41. If the surety on any Bond furnished by the bidder(s) awarded a Contract is declared a bankrupt or becomes insolvent or its right to do business is terminated in New York or it ceases to meet the requirements of item #39, the bidder shall within ten (10) days thereafter substitute another Performance and Payment Bond and surety, both of which must be acceptable to the School District.

42. The bonds shall be furnished to the School District prior to beginning work at the site, but no later than seven (7) days after receiving notice of the acceptance all or part of bidder's bid. Failure to meet this requirement may result in termination of the awarded Contract at the sole discretion of the School District.

43. The bidder(s) awarded a Contract shall purchase and maintain the types and amounts of insurance set forth in Appendix "A" in accordance with the requirements also set forth in Appendix "A" to protect the School District against claims arising from or related to the operations of the bidder(s) awarded a Contract and its subcontractors approved by the School District.

The bidder(s) awarded a Contract shall pay all deductibles incurred by the School District as a result of the negligence of the bidder. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

The bidder(s) awarded a Contract shall require all subcontractors to carry similar insurance coverages and limits of liability as set forth in Appendix A and submit same to the School District for approval prior to start of any work. In the event such bidder(s) fails to obtain the required certificates of insurance from the subcontractor and a claim is made or suffered, such bidder shall indemnify, defend, and hold harmless the School District, its Board of Education, officers, agents and/or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the awarded Contract.

44. Enclosed with the bid submission, the bidder must include a letter from an insurance agent, broker, or carrier stating that no less than the minimum limits of insurance required in the Bid Documents will be met. The name of the insurance company that will provide the mandated insurance will be stated. The insurance carrier must be licensed to do business in New York State.

45. All insurance certificates shall state that the policy will not be canceled, nor coverage thereunder be reduced or limited without thirty (30) days prior written notice to the School District. It shall further state that a similar thirty (30) days prior written notice will be given to the School District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured bidder(s) awarded a Contract, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverages are excluded by endorsement or otherwise excepting such as appear in the standard printed policy itself. The School District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages and the bidders agree to assist in obtaining any such desired information.

46. The bidder(s) awarded a Contract shall hold harmless, defend, and indemnify the School District from all claims for damages to property and bodily injury, including death, which may arise from operations under the awarded Contract(s), including but not limited to claims brought against the School District by third parties, employees of the School District, or employees of such bidder(s). The attached Hold Harmless Form must be signed, notarized, and returned with the bid.

47. The bidder(s) awarded a Contract shall not be held responsible for any losses of the School District resulting if the fulfillment of the terms of the awarded Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, orders of a State or Federal government official, agency or department that has jurisdiction over the bidder, the School District, the bidder's work or the School District's property or for any other acts not within the control of such bidder(s) and which by exercise of reasonable diligence it is unable to prevent,, except for strikes or labor unrest of the bidder or those it retains or employs to perform part of the bidder's obligations under the awarded Contract. The School District's losses or increased costs or expenses incurred as a result of such strikes or labor unrest remain the responsibility of the bidder awarded a Contract(s). .

48. All labor shall be guaranteed for the period of one (1) year from the date of acceptance. Unless provided otherwise in these Specifications or the Technical Specifications, all parts

offered on this bid shall be guaranteed for a minimum of one (1) year from date of delivery (or installation if required) against defective material or workmanship, and repair or replacement shall be made without delay. In cases where the usual guarantee period offered by the bidder(s) awarded a Contract and/or manufacturer on a particular item covers a longer period of time than one (1) year, the longer guarantee period shall be applicable.

49. The bidder(s) awarded a Contract shall be responsible for complying with all laws, rules, regulations, codes and/or ordinances as they apply to the work required under such contract.

50. The bidder(s) awarded a Contract will perform the following work under the awarded contract as described in the Technical Specifications (SEE PAGES 25-29).

51. All bids submitted shall include all labor, equipment, materials, transportation, and tools and/or utensils necessary to perform the work requested by the White Plains City School District.

52. The bidder(s) awarded a Contract shall provide, for approval, a detailed drawing showing construction, hardware, and method of installation.

53. Upon request by the School District, the bidder(s) awarded a Contract shall submit an estimate before starting work.

54. The awarded Contract(s) may be terminated by the School District upon not less than three (3) days written notice should the bidder(s) awarded a Contract fail substantially to perform in accordance with the terms of the awarded contract through no fault of the School District. Said failures shall include but not be limited to: failure to supply sufficient skilled workers or suitable materials or equipment to complete the Work in a diligent, efficient, timely, workmanlike, skillful, and careful manner; failure to deliver within the time specified, or within a reasonable time as interpreted by the School District, or failure to make replacement of rejected articles, when so requested, immediately or as directed by the School District; in this event, the School District may purchase from other sources to take the place of the item rejected or not delivered at the expense of the bidder(s) awarded a Contract; refusal or failure to correct deficient work performed by it; failure to make prompt payments to subcontractors for labor, materials, and/or equipment in accordance with the respective agreements between the (s) awarded a Contract and its subcontractors; disregard of laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; disregard of the instructions of the School District (when such instructions are based on the requirements of the Contract Documents); to the extent permitted by law, bankruptcy or insolvency, or general assignment for the benefit of such bidder's creditors, or where a trustee or receiver is appointed for such bidder or for any of its property, or filing of a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws; breaches any warranty made by the such bidder under or pursuant to the Contract Documents; failure to furnish the School District with assurances of its ability to complete the work in compliance with all the requirements of the Contract Documents; or failure after commencement of the work to proceed continuously with the construction and completion of the work for more than ten (10) days, except as permitted under the Contract Documents; failure to keep the Project free from strikes, work stoppages, slowdowns, lockouts or other disruptive activity; or otherwise does not fully comply with the Contract Documents; violation of the provisions of Labor Law section 220-e as applied to the awarded contract(s) and set forth

herein. In the event the awarded Contract is so terminated, and the School District elects not to complete the work of the awarded Contract, the bidder awarded the Contract shall be compensated solely for work performed in compliance with the Contract Documents prior to the date of such termination. The bidder awarded a Contract(s) waives and forfeits all other claims for payment and damages, including, without limitation, overhead and profit related to work terminated by the School District.

55. In the event of a breach of the awarded Contract(s) as described in Item #54, if the breach is not cured within three (3) days from notice of the breach in addition to any other rights it may have, the School District shall have the right to take over the work and complete the work at the expense of such bidder. When the awarded Contract is awarded on a lump sum basis and the School District takes over the work of the awarded Contract(s), the bidder shall be entitled to no further payment until the completion of the bidder's work by the School District. For Contract(s) awarded on a lump sum basis, if the School District's costs to complete the bidder's work, including the expenses incurred by the School District in connection with the services of an Architect, Construction Manager and/or other consultants, exceed the contract balance remaining on the awarded Contract, the bidder awarded the Contract shall be liable to the School District for such excess costs. For Contract(s) awarded on a lump sum basis, if the School District's costs to complete the bidder's work, including the expenses incurred by the School District in connection with the services of an Architect, Construction Manager and/or other consultants, are less than the contract balance remaining on the awarded Contract, the bidder shall be paid the amount by which the contract balance exceeds the School District's costs. For Contract(s) awarded on a time and material basis, if the School District takes over completion of the work of the awarded Contract(s) following an uncured breach, the bidder shall be responsible for any additional expense incurred by the School District to complete the work with its own forces or through another contractor, including but not limited to the increased costs of labor and materials, and any additional costs for the services of an Architect, Construction Manager and/or other consultants, which shall be deducted from any sums owed to the bidder for work the bidder performed in compliance with the Contract Documents and, if such sums are less than the School District's costs and expenses, the bidder shall pay the School District the remaining costs and expenses incurred to complete the work of the awarded Contract(s) that the School District has taken over.

56. The School District may at any time, at will and without cause, terminate any part of the work of the bidder(s) awarded a Contract or all of such bidder's remaining work for any reason whatsoever by giving fourteen (14) days' written notice to such bidder, specifying the portion of such bidder's work to be terminated and the effective date of termination.

Upon receipt of a notice of termination for convenience, the bidder(s) awarded a Contract shall immediately, in accordance with instruction from the School District, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this paragraph:

a. cease operation as specified in the notice;
b. place no further orders and enter into no further subcontracts for materials, labor, services, or facilities except as necessary to complete continued portions of the awarded Contract;

c. terminate all subcontracts and orders to the extent they relate to the Work terminated;
d. proceed to complete the performance of the remaining work on its awarded Contract which has not been so terminated; and
e. take actions that may be necessary, or that the School District may direct, for the protection and preservation of the terminated Work.

In the event an awarded Contract is so terminated in whole or in part, the bidder awarded the Contract shall recover as its sole remedy, payment for work which it has properly performed in connection with the terminated portion of the awarded Contract prior to the effective date of termination. The bidder awarded a Contract(s) waives and forfeits all other claims for payment and damages, including, without limitation, overhead and profit related to work terminated by the School District pursuant to this paragraph.

57. Bidder represents and warrants that it, its employees, its suppliers and/or its subcontractors (if subcontractors are permitted by the School District) are not excluded from participation and are not otherwise ineligible to participate in any government payment program. In the event bidder is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of an awarded Contract(s), bidder will notify the School District in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given, the School District reserves the right to immediately terminate the awarded Contract(s). The attached Not On Exclusion List Maintained By The Federal Government's System For Award Management (SAM) Certification Form must be signed, notarized, and returned by each bidder with its bid.

TECHNICAL SPECIFICATIONS

BID #F2026-36: ASPHALT PAVEMENT REPAIRS: DISTRICTWIDE

1. SCOPE OF WORK
   1.1. Provide all necessary labor, equipment, and materials to perform blacktop patching and crack repairs on an as-needed basis for a period of one-year from the bid award.
   1.2. Work includes all White Plains City School District properties including:

LOCATION	ADDRESS
Church Street School	295 Church St. 10603
George Washington	100 Orchard St. 10604
Mamaroneck Ave School	7 Nosband Ave. 10605
Post Road School	175 West Post Rd. 10606
Ridgeway School	225 Ridgeway 10605
Highlands Middle School	128 Grandview Ave. 10605
Eastview School	350 Main St. 10601
White Plains High School	550 North St. 10605
Rochambeau School	228 Fisher Ave 10606
Education House	5 Homeside Lane 10605
Facilities & Operations	580 North St. 10605

   1.3. The contractor with WPCSD representative will mark in paint all repairs where work is to be performed at each location, prepare a schedule, and execute the work so not interfere with school operations.
   1.4. Work must be guaranteed for six (6) months after completion.
   1.5. **Pricing must be provided in accordance with the unit of measure stated in the Price Schedule. The School District reserves the right to reject any bid(s) with pricing that is not in accordance with the specified unit of measure.**

2. MATERIALS
   2.1. Sub-base course NYS DOT Type 2 Item 304.03
   2.2. Asphalt Concrete Binder Course- NYS DOT Type 3
   2.3. Asphalt Wear layer – NYS DOT Type 7
   2.4. Tack Coat – NYS DOT Item 407-0101
   2.5. Joint Sealant - Single component, hot applied crack, and joint sealant. When melted and properly applied it forms a resilient crack sealant for both asphaltic and cementitious pavements. Must meet ASTMD3405, ASTM-D6690 Type II and III, and AASHTO-M301.

3. REQUIREMENTS
   3.1. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.
   3.2. All school areas to be disturbed during renovation or demolition will be tested for lead and asbestos.
   3.3. General safety and security standards for construction projects
      3.3.1. All construction materials shall be stored in a safe and secure manner

3.3.2. Fences around construction supplies or debris shall be maintained.

3.3.3. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.

3.3.4. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.

3.3.5. Workers are required to wear photo identification badges at all times for identification and security purposes while working at occupied sites.

3.4. Separation of Construction Areas from Occupied Spaces: Construction areas that are under the control of the successful Bidder and therefore, not occupied by School District staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repair of the contamination barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for vapor, fine dust, or air infiltration barrier, and should not be used to separate occupied spaces from construction areas.

3.4.1 A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs or elevators designated for students or school staff.

3.4.2 Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied areas of the building. No material shall be dropped or thrown outside the walls of a building.

3.4.3 All occupied areas of a building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety, and educational capabilities at all times when classes are in session.

3.5. Construction and maintenance operations shall not produce noise in excess of 60dB in occupied spaces or must be scheduled for times when the building or when affected areas of the building are not occupied and/or acoustical abatement measures shall be taken

3.6. The Successful Bidder shall be responsible for the control of chemical fumes, gases and other contaminants produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure that they do not enter occupied portions of the building or air intakes.

3.7. The Successful Bidder shall be responsible for ensuring that activities and materials which result in off gassing of volatile organic compounds, such as glues pants, furniture, carpeting, wall covering, drapery, etc., are scheduled, cured, or ventilated in accordance with manufacturers' recommendations before a space can be occupied.

3.8. Large and small asbestos abatement projects as defined by 12*NYCR*R56 shall not be performed while the building is occupied. Note: It is our interpretation that the term "building" as referenced in this section means a wing or major section of a building that can be completely isolated from the rest of the building with sealed non-

combustible construction. The isolated portion of the building must contain exits that do not pass through the occupied portion of the building and ventilation systems must be physically separated and sealed at the isolation barrier.

Exterior work, such as roofing, flashing, siding or soffit work, may be performed on occupied buildings provided that proper variances are in place, as required, and complete isolation of ventilation systems and at windows is provided. Care must be taken to schedule work so that classes are not disrupted by noise or visual distraction

3.9. A project that contains materials identified to be disturbed which test positive for lead shall have provisions for the abatement of such. The design package must address the availability of lead testing data for the building and include a statement that the abatement shall be in accordance with HUD guidelines and EPA and OSHA regulations.

4. SITE VISIT

4.1. The Successful Bidder shall visit the sites to familiarize themselves with existing conditions.

4.2. The Successful Bidder must perform as specified whether or not s/he has visited the sites.

4.3. It will be the responsibility of the Successful Bidder to report, to the authorized WPCSD Representative any damage found prior to commencing any work at the site

5. TIMEFRAME

5.1. Work is to be performed on an as-needed basis, as directed, and for the safety of the School District must be completed with 48 hours except if notice is given on Friday. When a condition is deemed hazardous or an emergency for the School District, work must be completed within 24 hours.

6. WORK HOURS

6.1. School buses generally arrive 7:45 A.M. and school ends 2:35 P.M. and 3:30 P.M. Work to be performed inside school buildings must occur outside school hours so it will not interfere with the students.

6.2. Work on the exterior of school buildings may be performed during the school day provided it does not exceed the limits set forth in requirement 2.5 above.

6.3. Care must also be taken not to allow odors from welding to enter school buildings when they are occupied.

7. CLEANING UP

7.1. The Successful Bidder shall keep the premises and adjacent areas free from accumulations of waste material or rubbish at all times. At the completion of the work, the Successful Bidder shall remove from and about the premises, including adjacent areas, all rubbish, tools, and surplus materials used in the performance of work and shall leave the area “broom clean” and ready for use. In case of a dispute, the School District may remove rubbish and clean up and then may charge the Successful Bidder either by deducting unpaid amounts or by other means as determined to be fair and equitable by the authorized School District representative.

8. AMENDMENTS TO BID

8.1. Any verbal information obtained from, or statements made by any representative of the School District at the time of examination of the documents or site shall not be construed as, in any way, amending bid documents. Only such corrections or addenda that are issued by the Purchasing Agent in writing to all bidders shall become part of any resulting bid award.

9. CONCRETE SIDEWALKS & CONCRETE CURBS

It is the intention of this specification to include all items of labor, material, equipment, temporary protection, supervision, and other facilities necessary to replace broken, damaged, sunken, and spalling concrete sidewalks and curbing at a number of school sites. Area of work will be spelled out, identified, and area marked for replacement. Work will be measured, and walks will be figured on a square foot base. Curbing will be on a linear foot base.

Reference Specifications:
The contractor shall adhere to the Standard Specifications, Dept. of Public Works, City of White Plains, New York, unless otherwise specified.

Preparation:
All excavated material and concrete shall be completely removed from site. Disposal is the responsibility of the bidder.

Materials:
Concrete shall be 5" thick and shall consist of a 1-2-3- ½ mix, Durok Economix (Poly Peptite) or equal shall be incorporated into the concrete mix at the job site as per manufacturer's recommendations.

The base course shall consist of 4" of compacted, select, ¾" crushed stone material as set forth under New York State Dept. of Transportation specifications. #9 wire mesh 6" x 6" shall be incorporated into the slab.

<u>Concrete Sidewalks:</u>
Work requested for replacement will be a full existing slab (approximately 4' x 4' or more) to the nearest scored or expansion joint. The contractor shall match size of joints and finish to existing.

Installation:
All beds shall be mechanically compacted.

Sidewalk expansion joints shall be installed at 20' intervals using half-inch pre-molded expansion joint filler. Additional expansion joint may be required by owner, depending on area of replacement. Score joints shall be as existing.

Immediately after the finishing operation is completed, the concrete shall be covered with an approved material so as to ensure proper curing. The material shall be removed at the discretion of the contractor.

Concrete Curbing:
Replace curbs at White Plains Public School sites within the City of White Plains, New York.

It is the intention of this specification to include all items of labor, material, equipment, temporary protection, superintendence, and other facilities necessary to replace curbs at the various locations, in strict accordance with specifications.

Reference Specifications:
The contractor shall adhere to the Standard Specifications, Dept. of Public Works, City of White Plains, unless otherwise specified.

Preparation:
All excavated material, concrete curbing, shall be completely removed from job site.

Materials:
Concrete shall be a 1-2-3- ½ mix, Durok Economix (Poly Peptite), or equal, to be incorporated into concrete mix at job site, as per manufacturer's recommendations.

Installation:
Curb sections shall not be over 10 ft. long. Where necessary for closure, this length may be varied. Sections shall be formed by 1/8" steel division plates. ¾" pre-molded expansion joint filler shall be installed at 20-foot intervals. Asphalt or concrete roadway removed for curb installation shall be replaced in an approved manner. Height of curb: 7" or as existing. Particular attention should be paid to elevation of existing sidewalk and new curb.

Catch Basins:
Repair and/or replace catch basins and manholes as needed throughout White Plains Public School sites within the City of White Plains, New York.

It is the intention of this specification to include all items of labor, material, equipment, temporary protection, superintendence, and other facilities necessary to repair and/or replace catch basins and manholes at the various locations, in strict accordance with specifications.

APPENDIX "A"

INSURANCE

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the bidder(s) awarded a Contract hereby agrees to effectuate the naming of the School District as an additional insured on the bidder's insurance policies, with the exception of workers' compensation, N.Y. State Disability insurance 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 A- rated or better insurer, licensed to conduct business in New York State, and licensed and admitted to issue insurance in New York State. **A New York licensed and admitted insurer is required.**
- State that the coverage of the bidder(s) awarded a Contract shall be primary and non-contributory coverage for the School District, its Board of Education, employees, and volunteers with a waiver of subrogation in favor of the District for all coverages including Workers Compensation.
- Additional insured status shall be provided by standard or other endorsements that extend coverage to the School District for on-going operations (CG 20 38) or equivalent and products and completed operations (CG 20 37) or equivalent. The decision to accept an endorsement rest solely with the School District. **A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.**
- A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form, additional details must be provided in writing.
- If any or all components of the awarded contract have been approved and assigned to a subcontractor, the bidder(s) awarded a Contract is responsible to the School District to have the subcontractor comply with the same insurance requirements as apply to the bidder, providing a Certificate of Insurance and a copy of the endorsement naming the White Plains City School District as an additional insured for the scope of the work assigned prior to the start of any work by the subcontractor. If the bidder(s) awarded a Contract fails to obtain the required certificates of insurance from the subcontractor and a claim is made or suffered, the Bidder shall indemnify, defend and hold harmless the School District, its Board of Education, employees and volunteers from any and all claims for which the required insurance would have provide coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract Documents.

III. The bidder(s) awarded a Contract agrees to indemnify the White Plains City School District for any applicable deductibles and self-insured retentions.

IV. Minimum Required Insurance:

***NOTE THE BELOW INS REQUIREMENTS ARE FOR MAINTENANCE, REPAIR OR SERVICE WORK. IF YOU ARE DOING A CONTSTRUCTION/CAPITAL BID PLEASE INSERT THE PROPER INS REQUIREMENTS.

- Minimum Required Insurance:

a. **Commercial General Liability Insurance**
$1,000,000 per Occurrence/ $2,000,000 Aggregate
$2,000,000 Products and Completed Operations
$1,000,000 Personal and Advertising Injury
$100,000 Fire Damage
$10,000 Medical Expense
The general aggregate shall apply on a per-project basis.

b. **Automobile Liability**
$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. **Workers' Compensation and NYS Disability Insurance**
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees (per NYS WC and Disability laws). Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

d. **Umbrella/Excess Insurance**
$3 million each Occurrence and Aggregate coverage.

$10,000,000 each Occurrence and Aggregate for high-risk activities, work at elevation (>1 story or 10 feet) and/or for service work values greater than $1,000,000.

Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability Auto Liability coverages.

e. **Garage Liability & Garagekeepers Insurance (where applicable)**
$1 million limit for garage operations; minimum $75,000 per vehicle for Garagekeepers liability.The policy shall include coverage for all garage operations of the service provider, including premises and operations, products and completed operations and Garagekeepers liability coverage.

f. **ASBESTOS, LEAD ABATEMENT AND/OR HAZARDOUS MATERIALS (where applicable)**
Asbestos/Lead Abatement Insurance
$2,000,000 per occurrence/$2,000,000 aggregate, including products and completed operations.

Such insurance shall include coverage for the Contractor's operations including, but not limited to, removal, replacement, enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property

damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract.

If the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall maintain pollution liability broadened coverage (ISO endorsement CA 9948), as well as proof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following acceptance by the District of the Certificate of Completion.

- The certificate of insurance must describe the specific services provided by the contractor (e.g., carpentry, plumbing, etc.) that are covered by the liability policies.

- At the School District's request, the bidder(s) awarded a Contract shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the bidder(s) will provide a copy of the policy endorsements and forms.

- There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.

- No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.

V. The bidders acknowledge that, if awarded a Contract, the failure to obtain the above required insurance on behalf of the School District constitutes a material breach of the awarded Contract and subjects it to liability for damages, indemnification, and all other legal remedies available to the School District. The bidder(s) awarded a Contract must provide the School District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work pursuant to the awarded Contract or use of the School District's facilities. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District.

VI. The School District is a member/owner of the New York Schools Insurance Reciprocal (NYSIR). The bidder(s) awarded a Contract further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the School District but also NYSIR, as the School District's insurer.

BIDDER'S CHECKLIST

The following checklist is provided for the convenience of the bidders and is not part of the Contract Documents. Each bidder is encouraged to ensure complete compliance with all requirements of the Bid Documents. Compliance with the Bid Documents is the sole responsibility of the bidder.

Please make sure your bid submission includes
ALL of the following REQUIRED forms:

	Letter from Insurance Agent (Specification 44, page 21)
	Company Information Sheet (page 34)
	Bid Forms, including Unit Pricing Sheets (pages 35-39)
	Form of Disclosure (page 40)
	Non-Collusive Certification Form (This form MUST be notarized) (page 41-42)
	Hold Harmless Agreement (This form MUST be notarized) (page 43)
	Iran Divestment Act of 2012 Certification Form (This form MUST be notarized) (page 44)
	Sexual Harassment Written Policy and Training Certification Form (This form MUST be notarized) (page 45)
	Bidder Not On Exclusion List Maintained By The Federal Government's System For Award Management (SAM) Certification Form (This form MUST be notarized) (page 46)
	NYSDOL Certification Form (This form must be notarized) (page 47)
	References (page 48)
	Non-Bidders Response (Only if you are not submitting a bid) (page 49)

COMPANY INFORMATION SHEET

NAME OF COMPANY: _____
Please Print

ADDRESS: _____
Please Print

_____
Please Print

FEDERAL E.I. # _____

PHONE NUMBER: _____ FAX NUMBER: _____

NAME OF BIDDER: _____
Please Print

TITLE OF BIDDER: _____
Please Print

EMAIL ADDRESS: _____
Please Print

DATE: _____

ACCOUNTS RECEIVABLE CONTACT

NAME: _____
Please Print

PHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____
Please Print

SALES/SERVICE CONTACT (if different from bidder)

NAME: _____
Please Print

PHONE NUMBER: _____ CELL PHONE: _____

EMAIL ADDRESS _____
Please Print

BID FORM/PROPOSAL

BID #F2026-36: ASPHALT PAVEMENT REPAIRS: DISTRICTWIDE

Name of Company:_____

Bids will be awarded to the lowest responsible bidder. Solely for purposes of comparing bids to determine the lowest bid, a Total for each Price will be calculated: Unit Pricing Total, Labor Total will be calculated using 40 hours for each hourly rate category, and a Material Total will be calculated by applying the Material Mark-up % rate to a material cost of $5,000.00. The Unit Pricing Total, Labor Total, and Material Total will then be added together for a Grand Total. Bids will be compared based on the calculated Grand Total to determine the lowest bid. The actual units purchased, hours of services and cost of materials to be utilized will vary and no minimum is guaranteed. Payment to the bidder awarded a contract will be based on the actual hours worked, actual units purchased, and actual materials utilized and their cost.

Please note that bids must be submitted in accordance with the unit of measures stated in the Price column. The School District reserves the right to reject any bid(s) that are not submitted with the specified unit of measure

1) Unit Pricing:

Item Description	Price
A. Patching Potholes to include hand work, as required, and Compaction by hand roller.	$ _____ per ton
B. Saw Cutting for removal, as required	$ _____ per linear foot
C. Removal of damaged wearing course and binder to subgrade. Installation of new 3-inch binder and 2-inch of wearing course. Compaction with 5-ton roller.	$ _____per sq. yd. under 200 sq. yd. $_____per sq. yd. over 200 - 999 sq. yd. $_____per sq. yd. over 1000 sq. yd.
D. 1 ½-inch stone plus compaction, as required, to bring to subgrade	$_____per ton
E. Resurfacing areas with mechanical spreader and compaction with 5-ton roller	2-inch wearing surface compacted or topcoat: $ _____per sq. yd. under 200 sq. yd. $ _____per sq. yd. over 200 - 999 sq. yd. $ _____per sq. yd. over 1000 sq. yd.

F. Milling 2-inch and Removal	$ _____per sq. yd. under 200 sq. yd. $ _____per sq. yd. over 200 - 999 sq. yd. $ _____per sq. yd. over 1000 sq. yd.
G. Milling 3-inch and Removal 3-inch Binder	$ _____per sq. yd. under 200 sq. yd. $ _____per sq. yd. over 200 - 999 sq. yd. $ _____per sq. yd. over 1000 sq. yd. $ _____per sq. yd. under 200 sq. yd. $ _____per sq. yd. over 200 - 999 sq. yd. $ _____per sq. yd. over 1000 sq. yd.
H. 2-inch Top Wearing Course	2-inch wearing surface compacted or topcoat $ _____ per sq. yd. under 200 sq. yd. $ _____per sq. yd. over 200 - 999 sq. yd. $ _____ per sq. yd. over 1000 sq. yd.
I. Tack Coat over existing wearing surface and vertical edges.	$ _____per gallon
J. Sidewalk Replacement	$ _____per square foot
K. Hot pour crack sealant, cracks prepped and applied.	$ _____per linear foot
L. Curb Replacement	$ _____per linear foot
M. Line Striping	$_____per linear foot

TOTAL UNIT PRICING, ITEMS A. THROUGH M:	$_____per ton $ _____per linear foot $ _____per sq. yd. $ _____per gallon $ _____per square foot _____ $_____ TOTAL ALL

2) LABOR RATES:

MASONRY 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

LABORER 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

NOTE: Pricing Must Follow Prevailing Wages for Westchester County, PRC# 2025015503, see page 39.

All labor must be paid at the current prevailing wage rates. Prevailing Wage Rates are subject to change annually on July 1st. Awarded vendor is responsible for meeting the wages as posted by NYSDOL July 1st every year.

3) MATERIAL MARK-UP: _____%

(Represents the percentage mark-up on the purchase of all material, supplies and equipment required to complete work outside of annual maintenance contract. Invoices must reflect Contractor wholesale cost prior to markup.)

BID FORM/PROPOSAL

BID #F2026-36: ASPHALT PAVEMENT REPAIRS: DISTRICTWIDE

GRAND TOTAL CALCULATION

1.UNIT PRICE TOTAL $_____

2.LABOR TOTAL $_____

3.MATERIAL TOTAL $_____

GRAND TOTAL: **$_____**

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

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

Signature of Bidder: _____

Print Name of Signatory: _____

Title of Signatory: _____

Date: _____

NOTE:
An invoice for work completed must contain the authorized Purchase Order Number and 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 51-52 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. *CERTIFIED PAYROLL MUST BE ATTACHED TO EACH INDIVIDUAL INVOICE SUBMITTED FOR PAYMENT.*

Laborer - Building **12/01/2025**

JOB DESCRIPTION Laborer - Building **DISTRICT** 8

ENTIRE COUNTIES
Putnam, Westchester

WAGES

Per hour	07/01/2025
Laborer	$ 44.05
"Base Wage"	$ 43.95**
Laborer/Asbestos & Hazardous Materials Removal	$ 45.70*
"Base Wage"	$ 45.60**

* Abatement/Removal of:
- Lead based or lead containing paint on materials to be repainted is classified as Painter.
- Asbestos containing roofs and roofing material is classified as Roofer.

** Overtime premiums are calculated using Laborer "Base Wage"

NOTE: Upgrade/Material condition work plan for work performed during non-outage under a wage formula of 90% wage/100% fringe benefits at nuclear power plants.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2025
Journeyworker	$ 33.30

OVERTIME PAY
See (B, E, E2, Q, *V) on OVERTIME PAGE
*Note: For Sundays and Holidays worked benefits are at the same premium as wages.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
LABORER ONLY
Hourly terms at the following wage:

Level A	Level B	Level C	Level D
0-1000	1001-2000	2001-3000	3001-4000
$ 29.50	$ 34.05	$ 38.60	$ 40.00

Supplemental Benefits per hour:

Apprentices	
All terms	$ 24.60

8-235/B

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

FORM OF DISCLOSURE

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE BIDDER (add additional sheets as needed to list all):

Name	Title
_____	_____
_____	_____

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

   _____

   _____

2. Has the bidder or any of its officers, directors, partners, or controlling principals possessed any interest in transactions heretofore entered into with the White Plains School District?_____ If yes, please describe transaction(s):

   _____

   _____

3. Does any direct relative of a member of the School District's Board of Education, an administrator, or a staff member possess any financial interest, directly or indirectly, in the bidder (For purpose of this inquiry a direct relative is to be defined as a parent, spouse, child or sibling)._____If yes, set forth below the White Plains City School District Board Member, administrator, or staff member whose relation possess an interest and the relationship:

   _____

   _____

THE UNDERSIGNED AFFIRMS THAT THE ABOVE STATEMENTS ARE TRUE AND UNDERSTANDS THAT ANY FALSE STATEMENT SHALL CONSTITUTE A VIOLATION OF THE PENAL CODE OR GENERAL MUNICIPAL LAW AS APPLICABLE.

Bidder: _____

Federal E.I. #: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

WHITE PLIANS CITY SCHOOL DISTRICT

NON-COLLUSIVE FORM
BID PROPOSAL CERTIFICATIONS
THIS FORM MUST BE SIGNED AND NOTORIZED

Bidder Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

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

II. Non-Collusive Bidding Certification

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

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

Non-collusive bidding certification.

a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
   1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
   2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,
   3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

b. A bid shall not be considered for award, nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so

state and shall furnish with the reasons, therefore. Where (a) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certifications referred to in this form shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing, and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

The bidder affirms the above statement as true under the penalties of perjury.

Signature of Bidder: _____
(Signature of bidder or authorized representative of a corporation)

Name and Title:_____

Sworn to before me this _____ day of _____, 20___

_____

WHITE PLAINS CITY SCHOOL DISTRICT

HOLD HARMLESS AGREEMENT
THIS FORM MUST BE SIGNED AND NOTARIZED

It is hereby agreed and understood that the bidder agrees to hold harmless and indemnify the White Plains City School District, its Board of Education, officers, agents, servants, and employees from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

Any injury to person or property sustained by the bidder, its owners, operators, officers, directors, agents, servants, or employees, or any person, firm, or corporation employed directly or indirectly by the bidder upon or in connection with the performance of the awarded contract.

However, caused, any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error, or omission of the selected bidder, its owners, operators, officers, directors, agents, servants or employees or any person, firm, or corporation, directly or indirectly employed by the bidder upon or in connection with performance under the awarded contract.

The assumption or indemnity, liability, and loss hereunder shall survive bidder's completion of service or other performance hereunder and any termination of the awarded contract.

The bidder at its own expense and risk shall defend any such legal proceedings that may be brought against the School District, its Board of Education, officers, agents, servants, and/or employees on any claim or demand, and shall satisfy any judgment that may be rendered against the School District, its Board of Education, or any officers, agents, servants, or employees.

This indemnification, defense, and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim, or demand, of whatever name or nature, notwithstanding that bidder may deem the same to be frivolous or without merit. It is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties, and individuals named above from any liability, cost, or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the bidder.

Subscribed and sworn to before me

this _____ day of _____, ____ _____
(Person, Firm, or Corporation)

_____ _____
Notary Public (Authorized Signature)

WHITE PLAINS CITY SCHOOL DISTRICT

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED

In order to be considered a responsible bidder, entities must certify that they are not on the list created and maintained by the State Office of General Services cataloging significant investment in the Iranian energy sector.

Entities that cannot make this certification may only be awarded the bid if:

1. The entity's investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after that date; and the entity has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The White Plains City School District makes a determination, in writing that the goods or services are necessary for the School District to perform its functions and that, absent such an exemption, the School District would be unable to obtain the goods or services for which the contract is offered.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.

Subscribed and sworn to before me

this _____ day of _____, ____ _____
(Person, Firm, or Corporation)

_____ _____
Notary Public (Authorized Signature)

Commission Expires_____

WHITE PLAINS CITY SCHOOL DISTRICT

SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and says that I am
(Name of Individual Signing this Certification)

the _____ of the _____ _____
(Title/Position of Signer) (Name of Bidder)

and that by submission of this bid, I certify on behalf of the above-named bidder, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the above-named bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

_____
Signature

Sworn to before me this
_____day of _____, 20___

_____
Notary Public

WHITE PLAINS CITY SCHOOL DISTRICT

BIDDER NOT ON EXCLUSION LIST MAINTAINED BY THE FEDERAL GOVERNMENT'S SYSTEM FOR AWARD MANAGEMENT (SAM) CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and says that I am
(Name of Individual Signing this Certification)

the _____ of the _____ _____
(Title/Position of Signer) (Name of Bidder)

and that by submission of this bid, I certify on behalf of the above-named bidder, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the above-named bidder is not on the Exclusion List maintained by the U.S. Government's System for Award Management (SAM).

_____
Signature

Sworn to before me this
____day of _____, 20___

_____
Notary Public

Portion of this form below this line is FOR OFFICE USE ONLY. Bidder only completes portion of the form above this line. The portion of this form below this line will be completed by White Plains City School District (WPCSD).

Print WPCSD Employee Name and Title: _____

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

Bidder Name: _____

Check the one that applies:

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

WPSCD Employee Signature: _____

WHITE PLAINS CITY SCHOOL DISTRICT
BIDDER HAS REGISTERED WITH NYSDOL
CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and says that I am
(Name of Individual Signing this Certification)

the _____ of the _____
(Title/Position of Signer) (Name of Bidder)

and that by submission of this bid, I certify on behalf of the above-named bidder, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the above-named bidder has registered with NYSDOL and has included their Contractor's Certificate of Registration with their bid documents as required by NY Labor Law Section 220-i. I also certify on behalf of the above-named bidder that if awarded a Contract, the above-named bidder will ensure that all subcontractors engaged to perform work pursuant to the awarded contract are registered in accordance with New York Labor Law Section 220-i and will submit their respective Certificates of Registration to the School District before the subcontractors commences any work pursuant to the awarded contract.

Sworn to before me this

____day of _____, 20___

_____
Signature

_____
Notary Public

Portion of this form below this line is FOR OFFICE USE ONLY. Bidder only completes portion of the form above this line. The portion of this form below this line will be completed by White Plains City School District (WPCSD).

Print WPCSD Employee Name and Title: _____

Date reviewed NYSDOL Contractor's Registration: _____

Bidder Name: _____

Check the one that applies:

_____ Bidder has REGISTERED on NYSDOL Contractors List
_____ Bidder has attached NYSDOL Certification of Registration

WPSCD Employee Signature: _____

WHITE PLAINS CITY SCHOOL DISTRICT

REFERENCES

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

Name: _____

Address: _____

Contact: _____Telephone:_____

Name: _____

Address: _____

Contact: _____Telephone:_____

Name: _____

Address: _____

Contact: _____Telephone:_____

WHITE PLAINS CITY SCHOOL DISTRICT

NON-BIDDERS RESPONSE

BID #F2026-36: ASPHALT PAVEMENT REPAIRS: DISTRICTWIDE

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

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

_____

You May remove our name from this bid list for:

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

_____ _____
Company Authorized Signature

_____ _____
Address Date

_____ _____
Name of signer Title of Signer

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS | OMB No.: 1215-0149 Expires: 03/31/2003

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O		0.00		$0.00						$0.00	$0.00
			S		0.00	/								
			O		0.00		$0.00						$0.00	$0.00
			S		0.00	/								
			O		0.00		$0.00						$0.00	$0.00
			S		0.00	/								
			O		0.00		$0.00						$0.00	$0.00
			S		0.00	/								
			O		0.00		$0.00						$0.00	$0.00
			S		0.00	/								
			O		0.00		$0.00						$0.00	$0.00
			S		0.00	/								
			O		0.00		$0.00						$0.00	$0.00
			S		0.00	/								
			O		0.00		$0.00						$0.00	$0.00
			S		0.00	/								

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Date _____

I, _____, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination Incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 519.861

WHITE PLAINS PUBLIC SCHOOLS
FACILITIES & OPERATIONS
5 Homeside Lane, White Plains, NY 10605

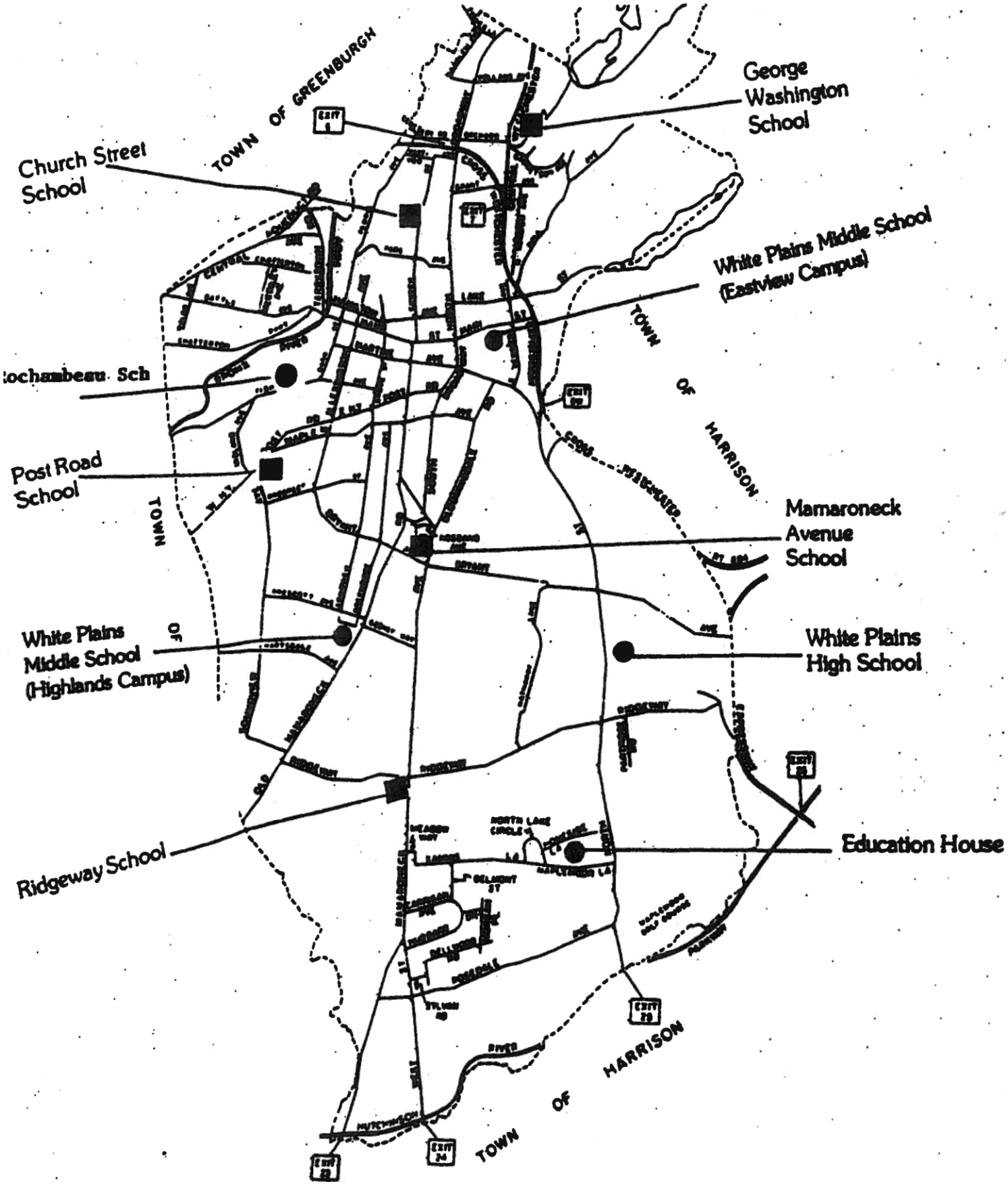
HEAD CUSTODIAN CONTACT LIST BY SCHOOL

LOCATION	ADDRESS	MAIN OFFICE	HEAD CUSTODIAN	OFFICE PHONE	CELL PHONE	EMAIL
Church Street School	295 Church St. 10603	422-2400	Marlon Munroe	422-2404	914-406-6267	marlonmunroe@wpcsd.k12.ny.us
George Washington	100 Orchard St. 10604	422-2380	Rodolfo Rivera (temporary)	422-2387	914-703-5089	rodolforivera@wpcsd.k12.ny.us
Mamaroneck Ave School	7 Nosband Ave. 10605	422-2286	Meuri Ferreras	422-2292	914-705-3099	meuriferreras@wpcsd.k12.ny.us
Post Road School	175 West Post Rd. 10606	422-2320	Willie Corredor	422-2329	914-262-5792	williamcorredor@wpcsd.k12.ny.us
Ridgeway School	225 Ridgeway 10605	422-2081	Pedro Molina	422-2085	914-329-6236	pedromolina@wpcsd.k12.ny.us
Highlands Middle School	128 Grandview Ave. 10605	422-2092	Sergio Martinez	422-2094	914-261-8524	sergiomartinez@wpcsd.k12.ny.us
Eastview School	350 Main St. 10601	422-2223	Christian Reyes	422-2416	914-406-6584	christianreyes@wpcsd.k12.ny.us
White Plains HS (Day)	550 North St. 10605	422-2182	Christopher Wilkens	422-2137	914-960-3079	christopherwilkens@wpcsd.k12.ny.us
White Plains HS (Night)	550 North St. 10605	422-2182	Antonio Moronta	422-2137	914-703-5097	antoniomoronta@wpcsd.k12.ny.us
Rochambeau School	228 Fisher Ave 10606	422-2420	Rob Dell'Orletta	422-2355	914-703-5090	robertdellorletta@wpcsd.k12.ny.us
Education House	5 Homeside Lane 10605	422-2050	Giovanni Chantre	422-2298	914-364-1750	giovannychantre1@wpcsd.k12.ny.us
Facilities & Operations	580 North St. 10605	422-2050	Rodolfo Rivera	422-2050	914-703-5089	rodolforivera@wpcsd.k12.ny.us

FACILITIES & OPERATIONS OFFICE

Director of Facilities- Xavier Hernandez	Office: 914-422-2206, Cell:914-539-1653	xavierhernandez@wpcsd.k12.ny.us
Maintenance Foreperson- Juan Guzman	Office: 914-422-2049, Cell:914-582-2525	juanguzman@wpcsd.k12.ny.us
Supervising Custodian- Rudy Rivera	Office: 914-422-2241, Cell:914-703-5089	rodolforivera@wpcsd.k12.ny.us
Admin. Assistant- Barbara Barreiro	Office: 914-422-2051	barbarabarreiro@wpcsd.k12.ny.us
Office Assistant II- Adam Torres	Office: 914-422-2359	atorres1@wpcsd.k12.ny.us
Office Assistant II – Yasmin Ramirez	Office: 914-422-2466	yasminramirez@wpcd.k12.ny.us
Triton Construction- Robert Firneis	Cell: 914-635-0913	
Jeremy Harrison, Security	Office: 914-422-2422	jeremyharrison@wpcsd.k12.ny.us
Sandro Sansotta, Grounds	Office: 914-422-2430, Cell:914-874-3574	sandrosansotta@wpcsd.k12.ny.us

WHITE PLAINS CITY SCHOOL DISTRICT



UPDATED 1-29-2024

2024-2025 FACILITIES CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2024 by and between White Plains City School District (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 5 Homeside Lane, White Plains, NY 10605, and _____ (hereinafter referred to as the "CONTRACTOR"), as the party of the second part, having its principal place of business at _____

WITNESSETH:

WHEREAS, the SCHOOL DISTRICT solicited bids for Add bid # & name _____;

WHEREAS, the CONTRACTOR submitted a bid in response to the solicitation and was awarded the contract for _Add bid # & name_____ by the Board of Education of the SCHOOL DISTRICT based on its submitted bid;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

CONTRACT DOCUMENTS: The Contract Documents consist of this Agreement, the Documents issued by the SCHOOL DISTRICT to solicit bids for the subject of this Agreement (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, Technical Specifications, and any Bid Addenda), the accepted portion of the CONTRACTOR's submitted bid and the Work Orders issued by the SCHOOL DISTRICT to the CONTRACTOR after the execution of this Agreement. All of the Contract Documents form the Contract awarded by the Board of Education of the SCHOOL DISTRICT to the CONTRACTOR and are as fully a part of the Contract as if all of their provisions were repeated herein and the provisions of all of the Contract Documents shall be binding upon the SCHOOL DISTRICT and the CONTRACTOR. The Contract Documents represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, representations, or agreements, either written or oral.

In the event of any conflict among the Contract Documents or between the Contract Documents and any applicable standard, code, statute, regulation or ordinance, the CONTRACTOR shall notify the SCHOOL DISTRICT of same, comply with the more stringent requirement and comply with the SCHOOL DISTRICT's interpretation. Where there is a conflict in quantity, unless otherwise directed by the SCHOOL DISTRICT, the CONTRACTOR shall provide the greater quantity. Where there is a conflict in quality, unless otherwise directed by the SCHOOL DISTRICT, the CONTRACTOR shall provide the superior quality.

SAMPLE

In the event of conflicts or discrepancies among the Contract Documents, the SCHOOL DISTRICT's interpretations will be based on giving priorities in the order listed:

the terms of this Agreement;
Work Orders issued after execution of this Agreement;
Bid Addenda issued prior to the opening of bids, with those of later dates having precedence over those of earlier dates;
Technical Specifications (if any); and
Specifications.

SCOPE OF WORK: Pursuant to Work Orders issued by the SCHOOL DISTRICT, the CONTRACTOR shall provide as described in the Technical Specifications and Specifications of the CONTRACTOR'S bid submission (which is attached hereto as Exhibit "A") as modified by any Bid Addenda (which Addenda are attached hereto in Exhibit "A1").

The CONTRACTOR represents that it has the requisite knowledge and skills to perform the Scope of Work.

It is understood that this Agreement 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 to perform similar or other services.

All work performed by, and services provided by the CONTRACTOR shall be provided in strict compliance with law, in compliance with the terms and conditions of the Contract Documents.

TERM OF AGREEMENT: This Agreement shall be in effect for the period of July 1, 2024, to June 30, 2025, unless terminated pursuant to the terms of this Agreement.

EXTENSION/RENEWAL OF TERM OF AGREEMENT: The School District shall have the unilateral option of extending or renewing this Agreement on annual basis for up to two (2) additional consecutive periods of twelve (12) months, each upon the same terms and conditions as are contained in the Contract Documents.

The School District each year will consider, upon request, an increase in wage rates to conform the labor rates that are incorporated into this Agreement to any increases to the applicable New York State prevailing wage rates and 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 prior to the expiration of the current term of this Agreement, as previously extended or renewed (whether initial or renewal). If the School District exercises the option for the first additional twelve (12) month period, the Contract as renewed shall be deemed to include the option provision for the second additional twelve (12) month period. However, the total duration of the awarded Contract, including any option(s) under this clause, shall not exceed thirty-six (36) months.

SAMPLE

PREVAILING WAGE: The CONTRACTOR must comply with the prevailing wage rates that are applicable to the labor and services to be provided. All wages and supplements paid to laborers performing any work pursuant to this Agreement shall be paid not less than the wages and supplements in the applicable New York State Department of Labor ("NYSDOL") Prevailing Wage Schedule, specifically "General Construction Rates" for Westchester County, Prevailing Wage Schedule _____. New York State Prevailing Wage Rates are subject to change annually on July 1st. The CONTRACTOR must comply with the wages and supplements posted by NYSDOL July 1st every year

NYSDOL CERTIFICATION OF REGISTRATION: The CONTRACTOR must comply with NY Labor Law Section 220-i and submit the required proof of registration with NYSDOL. Failure to submit the Certificate of Registration will disqualify the CONTRACTOR. All SUB-CONTRACTORS must be registered before commencing any work pursuant to this Agreement. CONTRACTOR must ensure that each and every SUBCONTRACTOR engaged to perform work pursuant to this Agreement is registered in accordance with New York Labor Law Section 220-i before commencing any work and must provide copies of each SUBCONTRACTOR's Certificate of Registration to the SCHOOL DISTRICT before the SUBCONTRACTOR commences any work pursuant to this Agreement.

PAYMENT: In full consideration for the Work performed in accordance with the Contract Documents by the CONTRACTOR, the SCHOOL DISTRICT agrees to pay the CONTRACTOR the labor and material rates set forth in Exhibit "A" . The rates set forth in Exhibit "A" include all costs, expenses, overhead and profit of the CONTRACTOR and no other compensation shall be do for the work performed, unless otherwise stated in Exhibit "A". The SCHOOL DISTRICT has not guaranteed, promised, or represented that it will require any minimum amount of Work to be performed by the CONTRACTOR under this Agreement. Payment of any invoice or 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 Contract Documents.

INVOICES: The CONTRACTOR shall submit invoices within 30 days of performing work pursuant to a Work Order, which invoices must be supported by the following documentation:

Invoice must reference purchase order number issued to the CONTRACTOR BY the SCHOOL DISTRICT;

Breakdown of labor, unit costs and material costs, as awarded. Awarded labor rates shall be billed in quarter hour increments unless otherwise indicated in Exhibit "A". The hours of the authorized work ticket must match those invoiced;

Copy of CONTRACTOR generated service ticket signed by an authorized SCHOOL DISTRICT employee;

Certified payroll(s);

Supporting documentation for parts, etc.; and

Any other documentation required by the Contract Documents.

Payment will be made after receipt of an invoice with all required supporting documentation. Payment will be made to the CONTRACTOR within thirty (30) days from receipt of the final portion of the required documentation.

SAMPLE

INDEPENDENT CONTRACTOR: The CONTRACTOR acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of the SCHOOL DISTRICT. The CONTRACTOR is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement and the other Contract Documents, and its relationship to the SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. The CONTRACTOR shall not be considered as having employee status and shall not be entitled to participate in any of the SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. The CONTRACTOR shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. The CONTRACTOR shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between the SCHOOL DISTRICT and its employees.

PRINCIPAL CONTACT PERSON: The principal contact person of the SCHOOL DISTRICT shall be XAVIER HERNANDEZ-DELGADO and all correspondence, reports and inquiries regarding this Agreement shall be directed to that person.

INCOME TAX DESIGNATION AND INDEMNIFICATION: The SCHOOL DISTRICT shall not withhold from sums payable to the CONTRACTOR under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. The CONTRACTOR agrees that any tax obligation of the CONTRACTOR arising from the payments made under this Agreement will be the sole responsibility of the CONTRACTOR. The CONTRACTOR will indemnify the SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon the SCHOOL DISTRICT by any taxing authority based upon the SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.

SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS: The SCHOOL DISTRICT shall have the right to examine any and all accounting records of the CONTRACTOR as they pertain to the work performed pursuant to this Agreement.

COMPLIANCE WITH LAW: The CONTRACTOR understands and agrees that it is responsible for complying with all Federal, State, local statutes, rules, and ordinances applicable to the work to be performed by the CONTRACTOR including, but not limited to, the following laws:

The CONTRACTOR shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, by filing the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining a federal contract, grant or any other award covered by 31 U.S.C. § 1352. In addition, in compliance with the Byrd Anti-Lobbying Amendment, the CONTRACTOR must also disclose any

SAMPLE

lobbying with non-federal funds that takes place in connection with obtaining any federal award.

To the extent applicable to the services to be provided and/or the materials to be supplied, the CONTRACTOR will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401, *et seq.*, and the Federal Water Pollution Control Act as amended, 33 U.S.C. § 1251 *et seq*.

The CONTRACTOR 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 CONTRACTOR shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the SCHOOL DISTRICT, its Board of Education, officers, agents, and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of, or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.

To the extent applicable to the services to be provided and/or the materials to be supplied, the CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requirements include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.

To the extent applicable to the services to be provided and/or the materials to be supplied, the CONTRACTOR must comply with the requirements of 37 CFR Part 401, entitled "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and the Standard Patent Right Clauses contained in 37 CFR Section 401.14 are incorporated herein by reference and shall be deemed as part of this Agreement as if set forth verbatim herein.

SCHOOL GROUNDS & RULES: It is understood and agreed that while on school grounds, the CONTRACTOR, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT administrators and employees.

TERMINATION:

This Agreement may be terminated by the SCHOOL DISTRICT upon not less than three (3) days prior written notice should the CONTRACTOR substantially fail to perform in accordance with the terms of the Contract Documents as more fully described in Exhibit A, CONTRACTOR'S bid submission in the Specifications of the Contract Documents. In the event of such breach, if the breach is not cured within three (3) days from notice of the breach, in addition to any other rights the SCHOOL DISTRICT may have, the SCHOOL DISTRICT shall have the right to take over the work and complete the work at the expense of the CONTRACTOR.

SAMPLE

This Agreement may be terminated by the CONTRACTOR upon not less than seven (7) days prior written notice should the SCHOOL DISTRICT repeatedly fail to provide timely payment when all supporting documentation has been provided by the CONTRACTOR and the SCHOOL DISTRICT fails to cure its nonpayment during the notice period.

As set forth in Exhibit A, CONTRACTOR'S bid submission in the Specifications of the Contract Documents, the SCHOOL DISTRICT may at any time, at will and without cause, terminate this Agreement or all or part of any Work Order issued pursuant to this Agreement by giving fourteen (14) days' prior written notice to the CONTRACTOR, specifying the portion of this Agreement or Work Order issued hereunder that to be terminated and the effective date of termination. In the event this Agreement is so terminated in whole or in part, the CONTRACTOR shall recover as its sole remedy, payment for work which it has properly performed in connection with the terminated portion of this Agreement, or a Work Order issued hereunder prior to the effective date of termination. The CONTRACTOR has waived and forfeited all other claims for payment and damages, including, without limitation, overhead and profit related to work terminated by the SCHOOL DISTRICT pursuant to this paragraph.

As set forth in Exhibit A, CONTRACTOR'S bid submission in the Specifications of the Contract Documents, the SCHOOL DISTRICT may terminate this Agreement immediately if the CONTRACTOR is excluded from participation or is otherwise ineligible to participate in any government payment program.

PAYMENT AND PERFORMANCE BONDS: If applicable and as set forth in Exhibit A, CONTRACTOR'S bid submission, in the Specifications of the Contract Documents, in a form satisfactory to the SCHOOL DISTRICT and from a surety satisfactory to the SCHOOL DISTRICT, the CONTRACTOR shall provide performance and payment bonds equal to 100% of the value as this Agreement as calculated in accordance with the Contract Documents.

INSURANCE: The CONTRACTOR shall purchase and maintain the types and amounts of insurance set forth in Exhibit A /Appendix A, CONTRACTOR'S bid submission, in the Specifications of the Contract Documents, which insurance shall comply with the terms and conditions set forth therein.

INDEMNIFICATION and HOLD HARMLESS PROVISION: To the maximum extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless SCHOOL DISTRICT, its Board of Education, officers, directors, agents, and employees as set forth in the Hold Harmless Agreement attached hereto and made a part hereof as Exhibit "A" to this Agreement. In addition to and not in limitation of the foregoing, to the maximum extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless SCHOOL DISTRICT, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, neglect or breach of duties by the CONTRACTOR or any of its officers, directors, agents, suppliers, subcontractors or employees taken or made with respect to this Agreement and/or the work performed pursuant to this Agreement.

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SEXUAL HARASSMENT WRITTEN POLICY & TRAINING PROVISION: The CONTRACTOR and in case of a joint bid each party shall certify as to its own organization, that the CONTRACTOR has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law as set forth in the Sexual Harassment Written Policy & Training Agreement attached hereto and made a part hereof the CONTRACTOR'S bid submission (which is attached hereto as Exhibit "A") to this Agreement.

NOTICES: Any notices to be given under this Agreement by either party to the other may be transmitted by personal delivery in writing, by overnight delivery service (e.g., UPS, Federal Express) or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address for written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; notices sent by overnight delivery service shall be deemed communicated as of one business day after mailed notices will be deemed communicated as of three (3) business days after mailing. Notice shall be delivered or mailed to:

NAME OF CONTRACTOR:_____
ADDRESS:_____
CITY/STATE/ZIP CODE:_____

White Plains City School District
5 Homeside Lane
White Plains, New York 10605
Attention: Superintendent of Schools

ASSIGNMENT OF AGREEMENT: The CONTRACTOR shall not assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the SCHOOL DISTRICT.

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: To the extent the CONTRACTOR needs to purchase supplies or contract with suppliers to fulfil its obligations under this Agreement, it will make commercially reasonable good faith efforts to utilize suppliers that are certified minority-owned or women-owned business enterprises ("MWBEs"). To the extent subcontracting is needed and permitted by the SCHOOL DISTRICT, the CONTRACTOR will make commercially reasonable good faith efforts to utilize subcontractors, who are certified MWBEs. The CONTRACTOR shall retain documentation of these good faith efforts to be provided upon request to the SCHOOL DISTRICT, New York State, and/or an agency or department of the United States government for a period of not less than six (6) years following the expiration or earlier termination of this Agreement. Such commercially reasonable good faith efforts shall include but not be limited to (1) placing qualified small businesses and MWBEs on solicitations lists and assuring they are solicited whenever they are potential suppliers or subcontractors (if subcontracting is permitted by the SCHOOL DISTRICT); (2) divide total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by small businesses and MWBEs; and (3) using the

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services and assistance of such organizations as the Small Business Administration and the Minority Business Development agency of the U.S. Department of Commerce when seeking suppliers or subcontractors. Documentation of good faith efforts shall include, but not be limited to, the following: (a) copies of solicitations to MWBEs and any responses thereto; (b) written explanation of the specific reasons each MWBE that responded to such solicitations was not selected; and (c) written explanation of the specific steps undertaken for the purpose of subcontracting with or obtaining supplies from certified MWBEs.

GOVERNING LAW: This Agreement shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in a court of competent jurisdiction in the County of Westchester in the State of New York.

SEVERABILITY: If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons, places and circumstances shall remain in full force and effect.

NO PRIOR AGREEMENTS: This Agreement, including all Exhibits hereto, constitutes the full and complete agreement between SCHOOL DISTRICT and the CONTRACTOR, and supersedes all prior written and oral agreements, commitments, or understandings with respect thereto.

AMENDMENT: This Agreement may be amended only in a writing that is signed by both parties. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.

NONWAIVER: No action or failure to act by the CONTRACTOR or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

FORCE MAJEURE: If either party to this Agreement is compelled to cease performance of its obligations because of: (i) the passage after the term of this agreement commences any laws or regulations; (ii) any legal or administrative proceedings or order or directive of any government or governmental agency, court, or administrative agency having competent jurisdiction, including but not limited to the President of the United States, the Governor of New York State, the New York State Department of Health, the New York State Education Department, the County Executive of Westchester County, the Westchester County Department of Health or any Federal or State agency, department or official of competent jurisdiction; (iii) epidemic or pandemic; (iv) fire; (v) explosion; (vi) war or act of terrorism; or (vii) natural disaster, including but not limited to earthquake, hurricane, tornado, or flood; or (viii) any other cause beyond the control of a Party (collectively, "Force Majeure Event"), then the Party so affected will, while so affected, be relieved to the extent thus prevented from performing its obligations under this Agreement. In such an event, such Party will take all reasonable measures to remove the disability and to resume full performance under this Agreement at the earliest possible date. If any Party is prevented from performing its obligations under this Agreement in part or in full as a result of a Force Majeure Event, it will give prompt written notice to the other Party, which

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notice will set forth the nature of such occurrence, the steps being taken and intended to be taken to remove the disability, and an estimate of the date when full performance under this Agreement will be resumed. In the event that the CONTRACTOR is prevented from performing some or all of the work required by this Agreement as a result of a Force Majeure Event, the SCHOOL DISTRICT shall have no obligation to pay for services not performed and the CONTRACTOR shall refund any fees already paid by the SCHOOL DISTRICT for work that cannot or will not be performed as a result of the Force Majeure Event or the termination of this Agreement due to a Force Majeure Event.

AUTHORITY TO ENTER AGREEMENT: The undersigned representative of the CONTRACTOR hereby represents and warrants that the undersigned is the owner or an officer, director, or agent of the CONTRACTOR with full legal rights, power, and authority to enter into this Agreement on behalf of the CONTRACTOR and to bind the CONTRACTOR with respect to the obligations enforceable against the CONTRACTOR in accordance with its terms.

COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. An executed counterpart transmitted by facsimile or scanned and transmitted by email, when so delivered, shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WHITE PLAINS CITY SCHOOL DISTRICT

Date: By: _____
ASSISTANT SUPERINTENDENT FOR BUSINESS

NAME OF THE CONTRACTOR:

_____

Date: By: _____

Print Name: _____

Title: _____

Employer Identification # or SS: _____

BUDGET CODE: _____

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EXHIBIT A

ATTACH CONTRACTOR'S BID SUBMISSION WITH PRICING/REFERENCES/INSURANCE AND FORMS: FORM OF DISCLOSURE, NON-COLLUSIVE, HOLD HARMLESS, IRAN DIVESTMENT, SEXUAL HARRASSMENT POLICY & TRAINING, AND SAM CERIFICATION AND NYSDOL CERTIFICATION FORM

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EXHIBIT A1

IF APPLICABLE, ATTACH BID ADDENDA ISSUED PRIOR TO OPENING OF BIDS

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