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

BID #P2027-30 PAPER GOODS 2026-2027
(9/1/2026-8/31/2027)

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

NOTICE TO BIDDERS

The Board of Education of the White Plains City School District, White Plains, New York, popularly known as White Plains School District, in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids from reputable and qualified suppliers/vendors of Bakery Products for the following contract to be awarded by the White Plains School District ("School District"):

Bid #P2027-30 PAPER GOODS 2026-2027
July 29, 2026 – 1:00 PM

Bids for Bid #P2027-30 PAPER GOODS 2026-2027 for the term of September 1, 2026, through and including August 31, 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. The Board of Education reserves the right to change the date and time of the bid submissions and opening by Addendum. If the Business Office is closed due to inclement weather or other emergency on the date and at the time designated for opening of bids in this Notice or in an Addendum, bids will be opened at the same designated time 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 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 https://whiteplainspublicschools.org/Page/19996 or http://www.bidnetdirect.com are guaranteed to receive accurate bid documents and addendum information, if any addendum is issued. If you obtained documents from a source other than https://whiteplainspublicschools.org/Page/19996 or http://www.bidnetdirect.com, the School District will not guarantee the integrity of the documents.

Bids must be presented on the forms provided in the Bid Documents in the manner designated therein and as required by the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, and Specifications. All bids must be enclosed in sealed, opaque envelopes, which are clearly marked on the outside: **Bid #P2027-30 PAPER GOODS 2026-2027.** 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 supplying the products and/or services sought as well as the financial responsibility and specific qualifications, as set out in the Bid Documents, of the bidders when evaluating the bids received and determining whether to award the contract(s).

BOARD OF EDUCATION
WHITE PLAINS CITY SCHOOL DISTRICT
District Office
5 Homeside Lane, White Plains, New York 10605
By: Toni Russo, Purchasing Agent

INSTRUCTIONS TO BIDDERS

1. Carefully inspect all general and special provisions of the Bid Documents.

2. Complete all forms. Be sure to sign in all required places. It is the bidder's responsibility to copy all documents that are to be returned with the bid (see Bidder's Checklist – page 27).

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 certain other information may be redacted if the bidder has designated it and the School District concurs that such 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 #P2027-30 PAPER GOODS 2026-2027

5. Bids shall remain open for a period of forty-five (45) days following the date of the bid opening.

6. Bids will be received until **1:00 p.m. on Wednesday, July 29, 2026,** by the Purchasing Agent of the White Plains City School District, 5 Homeside Lane, White Plains, New York, unless such date and/or time is modified by an Addendum. All bids will be publicly opened at the above-stated time, or the latest time and date stated in an Addendum to the Bid Documents at the School District's Business Office located at 5 Homeside Lane, White Plains, New York. If the Business Office is closed due to inclement weather or other emergency on the date and at the time last designated for opening of bids in the Notice to Bidders or in an Addendum to the Bid Documents, the bids will be opened at the same time on the next business day on which the Business Office is open.

7. This bid solicitation does not commit the School District to award a contract, pay any cost incurred in the preparation of a bid, or to contract for the products and/or services sought. The White Plains City School District will not reimburse bidders for any expenses incurred in preparing or clarifying submitted bids.

8. The bidder to whom a contract is awarded must comply with all New York State Labor Laws.

SPECIAL INSTRUCTIONS TO PARTICIPATING BIDDERS

The White Plains City School District no longer reads aloud the numerous pricings for food service bids. All Vendors are required to submit their original bid sheet(s), a marked copy and on a thumb drive a copy of the completed fillable bid form in Excel (not PDF) along with any required specification sheets/crediting documents. The marked copy will be distributed at the bid opening. Bid opening attendees will then be able to review the marked copy for recording of pricing. Vendors are limited to one attendee for bid opening.

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

BIDDING PROCEDURE AND REQUIREMENTS

1. The date and time of bid opening will be given in the Notice to Bidders, which may be modified in an Addendum to the Bid Documents.

2. Bidders shall be responsible for visiting the respective sites to fully familiarize themselves with the delivery sites.

3. All bids must be submitted on and in accordance with the forms included in the Bid Documents. See Checklist on page 28.

4. Where 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 products and/or services, including, if applicable, a list of any and all school districts of a similar size which the bidder(s) has supplied or served during the past five (5) years and a summary of their experience over at least five (5) years of successful completion of the provision of products and/or services requested 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 supplied or served by it with comparable products and/or 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 products and/or 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 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, or 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, as modified if at all in an Addendum to the Bid Documents, 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, products, supplies, materials, or equipment required and a representation that the bidder can furnish the services, products, supplies, materials, or equipment satisfactorily in complete compliance with these Bid Documents, including but not limited to the Bid Form(s) and Specifications.

17. All bids must be sealed. They must be submitted either in plain opaque envelopes or other packaging. 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 #P2027-30 PAPER GOODS 2026-2027. 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.

18. The contract to be awarded as a result of this solicitation of bids shall have a term of September 1, 2026, through and including August 31, 2027.

19. Bidders shall submit their bids on the provided Bid Form(s) both printed and electronically saved on a thumb drive in Excel format. A bid may be submitted for any or all items sought. Unit and extended price as well as total number of items bid, and total amount of the bid must be included and printed in ink or typed in the space provided. Bidder's prices shall include all costs associated with supplying the product(s) and/or service(s) sought including transportation.

20. Each bidder awarded a contract shall be responsible for complying with the current edition of all federal, state, and local laws, rules, regulations, codes and/or ordinances that apply to the services to be rendered and/or the product(s) to be supplied:

    a. The selected proposer 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 selected proposer must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
    b. To the extent applicable to the services to be provided and/or the materials to be supplied, the selected proposer 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.

c. To the extent applicable to the services to be provided and/or the materials to be supplied, the selected proposer will 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.

d. To the extent applicable to the services to be provided and/or the materials to be supplied, the selected proposer 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 will be incorporated by reference and deemed a part of the resulting contract.

21. The White Plains City School District shall have the unilateral option of extending or renewing the contract(s) awarded as a result of this solicitation of bids for up to 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(s) 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(s) 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(s), including any option(s) under this clause, shall not exceed thirty-six (36) months.

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

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

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

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

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

27. It is understood that the Contract in no way excludes the School District from using its own forces, or services provided by other school districts or BOCES, or in any way limits the School District from using other vendors in performing the same, similar, or other services or to obtain the same, similar, or other products.

28. The bidder(s) awarded a contract through this solicitation may not engage subcontractors, hire others to perform all or part of the resulting contract, nor otherwise delegate the obligations of the bidder(s) awarded a contract to perform under the contract without the express written consent of the School District.

29. To the extent the School District consents to the bidder(s) awarded a contract through this solicitation contracting with suppliers and/or other subcontractors to fulfill its obligations under the awarded contract, the bidder(s) awarded a contract will make commercially reasonable good faith efforts to utilize suppliers and/or subcontractors that are certified minority and women-owned business enterprises ("MWBEs"). The bidder(s) awarded a contract 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. 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; (2) dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by small businesses and MWBEs; and (3) using the 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 sent 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.

30. 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(s)/contract(s) 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(s)/contract(s) 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 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 solicitation for bids.

31. NON-EXCLUSION FROM PROGRAM PARTICIPATION:

a. Bidder represents and warrants that it, its employees, subcontracts and/or its agents are not excluded from participation, and are not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320 a-7b(f) or in any other government payment program.

b. In the event bidder or any of its employees, subcontractors or agents providing services or products to the School District under a contract awarded as a result of this solicitation of bids is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the awarded contract, the bidder(s) awarded a contract will notify the School District in writing within three (3) business 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.

c. Any employee, subcontractors or agent of the bidder(s) awarded a contract are found to be ineligible to participate in any such program during the term of the awarded contract will immediately cease providing services or products under the awarded contract and be replaced with an eligible individual.

32. BID PROTEST PROCEDURES

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.

Submission of Protest

a. 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.

b. The written protest must include the following:

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

    ii. bid, solicitation, or contract number;

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

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

    v. statement of the relief requested;

    vi. 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

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

c. 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.

d. 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.

e. 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).

f. 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.

Review of Protest and Determination

g. 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.

h. 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.

Appeals of Protest Determinations

i. 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.

j. 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.

k. 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 (15) 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.

l. A copy of the written decision rendered by the Superintendent of Schools 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.

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

33. IRAN DIVESTMENT ACT

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

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

Qualifications of Bidders

The 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 a contract award:

a) Each bidder must possess and demonstrate facilities, knowledge, and capabilities to satisfy all requirements of the Bid Documents.

b) Bidders shall be knowledgeable and qualified to provide the requested product(s) and/or service(s) to the School District. Proof of said qualifications shall be furnished to the School District together with the bid.

c) Each bidder must demonstrate that it is a responsible person or entity that possesses adequate financial resources to supply the requested product(s) and/or perform the requested service(s) as described herein and has a satisfactory record of performance and integrity.

d) Bidders must demonstrate at least (5) five years of experience. References shall be provided as set forth herein. The School District reserves the right to request additional documentation or information from the bidders as a means of determining qualifications and/or responsibility.

e) Bidders must include a reference list, setting out the names of all school districts supplied with comparable product(s) and/or 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 products supplied and/or the services performed by the bidder.

f) Each bidder must submit a list of the names and addresses of any person or entity owning 10% or more of the bidder. Should any person or entity listed have ownership of another company, such information shall be disclosed. If bidder is a publicly traded corporation, the latest annual report listing all officers shall be provided.

g) Bidders must be responsible, as demonstrated by:
   a. A lack of pending lawsuits or substantive outstanding judgments or liens, including Federal or State tax liens.
   b. A satisfactory credit history as evidenced by a review that may be made by the School District.
   c. Performance of other contracts.
   d. Such other information as the Board of Education, in its sole discretion, determines is relevant to determining the responsibility of the bidder.

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

INTERPRETATION OF BIDDING DOCUMENTS

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

CONTRACT AWARD

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

Award will be made on an Item to Item, Commodity Group or Entire Contract basis, to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the product(s) and/or service(s) to be furnished, and the conformity with the Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders and Specifications).

METHOD OF AWARD

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

If in its judgment the best interests of the School District will be served, the Board of Education of 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; 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 and specifications, at a lower price.

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

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

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 Federal Law, the White Plains City School District prohibits discrimination because of race, color, sex, national origin, religion, age, or handicap in all employment practices including hiring, firing, promotion, compensation and other terms, conditions, and privileges of employment. Further, contractors with the White Plains School District shall be required to meet equal employment opportunity standards.

The bidder(s) awarded a contract must agree to the following clauses:

a. The product(s) and service(s) provided pursuant to the awarded contract shall be provided without regard to a student's actual or perceived race, creed, color, weight, gender, gender identity or expression, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age, or disability.

b. In hiring of employees to provide the product(s) or the service(s) required by the awarded contract, the bidder shall not discriminate against any person who is qualified and available to perform such services by reason of such person's race, creed, color, sex, sexual orientation, gender identity, age, disability, religion, marital status, military status domestic violence victim status, predisposing genetic characteristics or national origin. All solicitations or advancements for employees placed by or on behalf of the bidder(s) awarded a contract will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, gender identity, age, disability, religion, marital status, military status domestic violence victim status, predisposing genetic characteristics or national origin.

c. The bidder(s) awarded a contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to such employee's race, creed, color, sex, sexual orientation, gender identity, age, disability, religion, marital status, military status domestic violence victim status, predisposing genetic characteristics or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The bidder(s) awarded a contract will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

d. The bidder(s) awarded a contract will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, provided such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the selected bidder's legal duty to furnish information.

e. The bidder(s) awarded a contract will comply with all provisions of Executive Order No. 11246 of the President of the United States of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.

f. The bidder(s) awarded a contract will furnish all information and reports required by Executive Order No. 11246 of the President of the United States of September

24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, and will permit access to his/her/its books, records, and accounts by the School District and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. The bidder(s) awarded a contract will send to each labor union or representative of workers with which he/she/it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the bidder's commitments under Section 202 of Executive Order No. 11246 of the President of the United States of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

h. The noncompliance of the bidder(s) awarded a contract with the nondiscrimination clauses of the awarded contract may cause the awarded contract to be cancelled, terminated, or suspended in whole or in part and the bidder may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of President of the United States of September. 24, 1965, and such other sanctions may be imposed, and remedies invoked as provided in Executive Order No. 11246 of President of the United States of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.

i. The bidder(s) awarded a contract will be required to include all of these nondiscrimination clauses in any subcontract or purchase order issued with respect to the awarded contract (to the extent the subcontract is consented to by the School District) unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of President of the United States of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The bidder(s) awarded a contract will also be required to take such action with respect to any subcontract or purchase order as may be directed by the United States Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the bidder(s) awarded a contract becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the bidder(s) awarded a contract may request the United States to enter into such litigation to protect the interests of the United States.

In accordance with Section 220-e of the Labor Law of the State of New York, each bidder awarded a contract pursuant to this solicitation must comply with the following requirements:

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

shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the awarded contract(s) on account of race, color, creed, disability, sex or national origin.

b. 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.

c. 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.

d. The aforesaid provisions of this section shall be limited to operations performed within the territorial limits of the State of New York.

SPECIFICATIONS

1. To provide Paper Goods to the White Plains City School District for the 2026-2027 school year.

2. According to the Buy American National School Act Requirement, the School District will require that suppliers certify the percentage of U.S. content in products that are supplied to the School District. If the bidder is unable to make such certification, the School District will not purchase from you. By signing and submitting this bid, you certify that your company meets this requirement.

3. The paper goods commodity items that are listed by the White Plains School District, are items that we expect to be available upon request. Preference will be given to items marked as "Stocked" on the bid with the expectation of ongoing availability.

4. White Plains City School District <u>will not pay</u> any additional shipping/delivery charges, fuel surcharges or transportation costs.

5. All bidders awarded a contract as a result of this solicitation are required to perform deliveries as specified. Absolutely no deliveries are to be made during the school's lunch times.

6. Delivery: Bid must be F.O.B. delivery point, unloaded and placed within buildings in the quantities stipulated by the Board of Education. The bidder will bear all charges for freight, carrying and inside delivery to designated dry storage area. Bidder agrees to deliver to each school in the School District weekly as program needs dictate within the following delivery window, (deviations from this schedule will not be acceptable):

LOCATION	DELIVERY TIMES	KITCHEN CONTACT
Church Street School (CS) 295 Church Street White Plains, NY 10603	8:30am – 11:00am 1:00pm-2:30pm	(914) 422 – 2406 CScafe@wpcsd.k12.ny.us
George Washington (GW) 100 Orchard Street White Plains, NY 10604	9:00am-11:10am 1:10pm-2:30pm	(914) 422-2275 GWcafe@wpcsd.k12.ny.us
Mamaroneck Avenue (MAS) Nosband Avenue White Plains, NY 10605	7:30am-11:00am 1:15pm-2:30pm	(914) 422-2166 MAScafe@wpcsd.k12.ny.us
Post Road School (PR) 175 West Post Road White Plains, NY 10606	7:00am-10:30am 1:00pm-2:30pm	(914) 422-2320 (ext. 2735) PRcafe@wpcsd.k12.ny.us
Ridgeway School (RW) 225 Ridgeway Avenue White Plains, NY 10605	7:00am – 11:30am 1:00am-2:30pm	(914) 422-2077 RWScafe@wpcsd.k12.ny.us
Eastview Middle School (EV) 350 Main Street White Plains, NY 10601	7:00am-10:45am 11:45am-2:00pm	(914) 422-2418 EVcafe@wpcsd.k12.ny.us
White Plains Middle School (HL) Highlands 128 Grandview Avenue White Plains, NY 10605	7:00am-10:25am 12:45pm-2:30pm	(914) 422-2130 HLcafe@wpcsd.k12.ny.us
White Plains High School (HS) 550 North Street White Plains, NY 10605	6:00am-10:30am 12:30pm-2:30pm	(914) 422-2139 WPHScafe@wpcsd.k12.ny.us
Rochambeau (Roch) 228 Fisher Avenue White Plains, NY 10606	7:00am-1:00pm	(914)422-2054 or (914) 422-2139 ROCHcafe@wpcsd.k12.ny.us
Food & Nutrition Program Office (Warehouse) White Plains High School 550 North Street White Plains, NY 10605	7:30am-4:30pm	MAGALIE PORRETTO Food Service Director (914) 422-2371 MagaliePorretto@wpcsd.k12.ny.us MILAGROS VARGAS Sr. Account Clerk/ Office Manager (914)422- 2348 /2054 MilagrosVargas@wpcsd.k12.ny.us

Please note that deliveries will only be accepted before times indicated above.
Attempted violation of delivery schedule could result in suspension of vendor's contract.

The **Authorized School District Representative** must be notified ***before*** delivery of order shortages. The bidder awarded a contract must make delivery of such items during the same delivery day. Failure to do so may disqualify the bidder(s) awarded a contract from the item or the entire bid. Detailed packaging slips and delivery receipts must be signed by an Authorized School District Representative. When goods are delivered prior to kitchen staff arrival, credit should be provided when the vendor is notified before end of same business day. The bidder awarded a contract agrees to pick up any damaged products or incorrect shipments prior to, or during, next delivery, at no cost to the School District.

7. In the event that the deliveries cannot be made as per time schedule by the bidder awarded a contract, the School District may arrange for another entity to provide the bakery products per the delivery schedule, and the bidder awarded a contract will be responsible for payment of any increased cost incurred by the School District.

8. Quality of Products: All items bid upon must be in strict conformity with the given specifications. If awarded bid items become unavailable, substitutes will be accepted only with prior authorization from the Authorized School District Representative based on provided product specifications at the price of the bid item. The bidder(s) awarded a contract agrees that the Board of Education will have full and final authority to reject, at no cost to the School District, product(s), which are deemed by its agents to be of inferior quality and/or quantity. <u>Product specifications must be provided upon request. If not received forty-eight (48) hours from request, the School District reserves the right to award to the next lowest bidder.</u>

9. Packaging: All products must be packaged in specified quantities, securely wrapped, and plainly labeled with the contents, manufacturer's name, brand date of packaging, name and location of plant and quantity. All items must be delivered in clean, dry, sealed, original packaging free from damage and grime.

10. Quantities: Actual quantities of products purchased may be more or less than stated in the bid specifications. The contract price shall apply to all products purchased during the term of the award. The quantities noted on the bid document are estimates.
    A. Bid only what you can supply. If unable to supply product bid upon, you may be disqualified from bidding on future contracts.
    B. Bid only one item to a line.
    .
    C. All items must have brand name. "Packers" label not acceptable.

    D. Bid the pack size that is requested.

11. Pricing: The bidder shall insert the price per stated unit in the orange highlighted box. <u>The total amount for all items bid must be stated in the space provided at the end of the schedule</u>. Sale items: The vendor shall pass on to the School District all sale prices, potential rebates, allowances, discounts, and cash discounts it makes available to the general public. The School District WILL NOT ACCEPT ANY CONDITIONAL BIDS:(I.E.

MINIMUM QUANTITIES, MINIMUM DOLLAR AMOUNT ORDERS, OR MINIMUM SHIPPING TO SINGLE LOCATION).

12. Invoicing: The vendor shall provide invoices with each delivery which shall include the total units of each item, the date of delivery, unit price, extended price, and total invoice value. Invoices which are not accompanied by properly signed receipts will be considered non-deliveries and may not be paid. The vendor shall provide the monthly statements by the fifth business day of each month to the Food and Nutrition Program Director. Monthly statements shall include total units of each item, unit cost for each item, and price extension for each item. White Plains Public Schools' purchase order number must be referenced on all packing slips and invoices.

13. Out of Stock-(Buy Against) After receipt of an order, the vendor agrees to notify the School District for any out-of-stock items within three (1) working days of receipt of order. The vendor may make no substitutions for out-of-stock items without the School Districts' advance approval. If the School District is forced to purchase out-of-stock items from another vendor, and no substitutions can be made, original vendor must pay the difference.

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

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

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

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

18. Photo identification badges must be worn at all times that the bidder(s) awarded a contract, its agents or employees are on-site delivering products and/or rendering services.

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

    a. The bidder(s) awarded a Contract must take into consideration the fact that the sessions of the school must be continued as usual during the delivery of product(s) and/or the performance of services. The operation of the fire alarm, the interior fire alarm system, gongs, bells, facsimiles, and telephones must not be interfered with.
    b. The safety of the pupils and teachers requires that nothing shall be done to in any way to block or obstruct the streets, entrances, and exits of School District buildings and grounds. In addition, there shall be no unauthorized interference or obstruction of the use of the hallways, stairways, toilets, and rooms.

20. Under the contract intended to be awarded as a result of this solicitation, sub-contracting shall not be permitted without prior written approval of the School District.

21. The School District reserve(s) the right to furnish product(s) and/or services that are the subject of any contracts awarded as a result of this solicitation if the School District deems it to be in the best interest of the School District.

22. 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.

23. 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.

24. To protect product(s) from damage during transit and/or storage, items shall be securely and properly packed for shipment, storage, and stocking in shipping containers according to accepted commercial practice, without extra charge to the School District for packing cases, crates, baling, sacks, or any other packaging materials.

25. 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.

26. 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. (Location noted under "Delivery" item # 6)

27. Unloading and placing the products inside the designated bread storage bin is the responsibility of the bidder(s) awarded a Contract, and the School District accepts no responsibility for unloading of products. Any costs incurred due to the failure of the bidder(s) to comply with this requirement will be charged to it. No help for unloading will be provided by the School District, and bidder(s) awarded a contract shall notify their suppliers and truckers accordingly.

28. All deliveries shall be accompanied by delivery tickets or packing slips. Delivery tickets/packing slips shall contain the following information for the products delivered:
    - Purchase Order Number
    - Name of Article
    - Quantity
    - Name of bidder(s) awarded a Contract

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

30. 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.

31. 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.

32. 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 (provided the School District has consented to the use of 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 product(s) supplied or the service(s) performed pursuant to the awarded contract(s).

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

34. No travel time will be paid for delivery of product(s) or performance of services.

35. The bidder(s) awarded a Contract shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York the types and amounts of insurance set forth in Appendix "A" in accordance with the requirements also set forth in Appendix "A", which insurance shall 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, if any.

    The bidder(s) awarded a Contract shall pay all deductibles incurred by the School District as a result of the negligence, recklessness, or intentional misconduct of the bidder. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption throughout the term of the awarded contract(s) and through the period of time that any coverage is required to be maintained after all product(s) and/or service(s) are provided.

    The bidder(s) awarded a Contract shall require all subcontractors to the same insurance coverages and limits of liability as set forth in Appendix A and submit same to the School District for approval prior to beginning performance under the awarded contract. In the event such bidder(s) fails to obtain the required certificates of insurance from the subcontractor and a claim is made or suffered, such bidder shall indemnify, defend, and hold harmless the School District, its Board of Education, officers, agents and/or

employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the awarded Contract.

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

37. All insurance certificates shall 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 of the required insurance policies, and it shall clearly state what, if any, coverages are excluded by endorsement or otherwise excepting such as appear in the standard printed policy itself. The School District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages, and the bidders agree to assist in obtaining any such desired information.

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

39. If either party to the contract(s) awarded as a result of this solicitation is compelled to cease performance of its obligations because of: (i) the passage after the term of the awarded contract(s) 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; (viii) act of God; or (ix) 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 the awarded contract(s). In such event, such party will take all reasonable measures to remove the disability and to resume full performance under the awarded contract(s) at the earliest possible date. If any party is prevented from performing its obligations under the awarded contract(s) in part or in full as a result of a Force Majeure Event, it will give prompt written notice to the other party, which 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 the awarded contract(s) will resume. In the event that bidder(s) awarded a contract is prevented from performing some or all of services required by the awarded

contract(s) as a result of a Force Majeure Event, the School District shall have no obligation to pay for services not performed and/or product(s) not delivered and the bidder(s) awarded a contract shall refund any fees already paid by the School District for services that cannot or will not be performed as a result of the Force Majeure Event or the termination of the awarded contract(s) due to a Force Majeure Event.

40. All bids submitted shall include all labor, equipment, materials, transportation, and utensils necessary to supply the product(s) and/or service(s) requested by the White Plains City School District in this solicitation of bids.

41. The contract awarded as a result of this solicitation may be terminated by the School District in the event of a material breach by the bidder(s) awarded a contract, upon five (5) business days' prior written notice from the School District. In the event of such termination, the School District shall only pay for the product(s) and/or service(s) provided prior to the termination in full compliance with the awarded contract and shall deduct from such sums (and if such sums are insufficient, the bidder(s) shall pay to the School District the additional sums required to compensate the School District for) any costs and damages incurred by the School District as a result of the material breach(es) of the awarded contract by the bidder(s), including but not limited to the increased costs incurred by the School District to secure replacement product(s) and/or service(s). In the event of a termination due to a material breach, the School District may purchase from other sources to take the place of the product(s) rejected or not delivered at the expense of the bidder(s) awarded a Contract.

42. For its convenience, the School District may at any time, at will and without cause, terminate any part of the awarded Contract(s) by giving thirty (30) days' prior 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 product(s), materials, labor, services, or facilities except as necessary to complete continued portions of the awarded Contract(s).
    c. terminate all subcontracts and orders to the extent they relate to the portion of the awarded contract that has been terminated.
    d. proceed to complete the performance of the portion of the awarded Contract that 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 product(s) and/or service(s) supplied prior to termination of the contract in whole or in part.

In the event of such termination, the parties will adjust the accounts due and payable for product(s) and service(s) supplied prior to such termination. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities under the awarded contract(s).

APPENDIX "A"

INSURANCE

I. The selected bidder(s) will be required to purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect the selected bidder and the School District from claims for which the selected bidder may be legally liable, whether such operations be by the selected bidder(s) or by anyone directly or indirectly employed by any of the selected bidder(s), or by anyone for whose acts the selected bidder(s) may be liable. The selected bidder(s) hereby agrees to effectuate the naming of the School District as an unrestricted additional insured on the selected bidder(s)'s insurance policies, with the exception of workers' compensation, and N.Y. State Disability insurance. If the policy is written on a claims-made basis, the retroactive date must precede the date of the resulting contract. Required Insurance for the selected bidder shall be the following unless otherwise authorized by the Board of Education or Assistant Superintendent for Business for good cause shown:

II. The policy naming the White Plains City School District as an additional insured shall:

- be an insurance policy from an A.M. Best A- rated or better insurer that is licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State;
- 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, officers, employees, and volunteers; and
- list the School District as an additional insured by using endorsement CG 20 38 and products and completed operations (CG 20 37). The decision to accept an endorsement rest solely with the School District. The certificate must state what endorsement is being used and a copy of the endorsement shall be attached to the certificate of insurance.

The certificate of insurance must describe the specific product(s) and/or service(s) provided by the bidder(s) awarded a contract that are covered by the commercial general liability policy and the umbrella/excess policy.

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

If any or all components of the awarded contract have been approved and assigned to a subcontractor, the bidder(s) awarded a Contract is responsible to the School District to have the subcontractor comply with the same insurance requirements as apply to the bidder(s) awarded a Contract within this section, providing a Certificate of Insurance and a copy of the endorsement naming the White Plains City School District as an additional insured for the scope of the product(s) and service(s) assigned prior to any performance by the subcontractor. All terms and conditions in this Appendix "A", Insurance shall apply to any such 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(s) awarded a contract shall indemnify, defend, and hold harmless the School District, its Board of Education, officers, employees, and volunteers from any and all claims for which the required

insurance would have provided coverage. This indemnify 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 or self-insured retentions.

IV. Required Insurance:

- Commercial General Liability Insurance
  $2,000,000 per occurrence/ $4,000,000 aggregate
  $2,000,000 Products and Completed Operations
  $1,000,000 Personal And Advertising Injury
  $100,000 Fire Damage
  $10,000 Medical Expense
- Automobile Liability
  $1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
- Workers' Compensation
  Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and N.Y.S. Disability Benefits (DB-120.1) Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Workers' Compensation Insurance must file a CE-200 form with the state and provided a copy of such form to the School District.
- Umbrella/Excess Insurance
  $5,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Auto Liability coverage.

V. The bidders acknowledge that, if awarded a Contract, failure to obtain such insurance on behalf of the School District constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to the School District. The bidder(s) awarded a Contract must provide the School District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of any performance pursuant to the awarded Contract or use of the School District's facilities.

VI. The failure of the School District to object to the contents of the certificate of insurance(s) or the absence of same shall not be deemed a waiver of any rights held by the School District.

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

BIDDER'S CHECKLIST

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

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

Bid #P2027-30 PAPER GOODS 2026-2027

	Letter from Insurance Agent (Specification 36, page 226)
	Company Information Sheet (page 28)
	Bid Forms, including Unit Pricing Sheets (pages 29-31)
	Form of Disclosure (page 32)
	Non-Collusive Certification Form (This form MUST be notarized) (page 33-34)
	Hold Harmless Agreement (This form MUST be notarized) (page 35)
	Iran Divestment Act of 2012 Certification Form (This form MUST be notarized) (page 36)
	Sexual Harassment Policy & Training Certification (page 37)
	Bidder Not On Exclusion List Maintained By The Federal Government's System For Award Management (SAM) Certification Form (This form MUST be notarized) (page 38)
	References (page 39)
	Non-Bidders Response (Only if you are not submitting a bid) (page 40)

Bid #P2027-30 PAPER GOODS 2026-2027

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 #P2027-30 PAPER GOODS 2026-2027

BID PROPOSAL FORM INSTRUCTIONS

This bid has been prepared in Excel format. Calculations will be made automatically.

Vendors must complete all areas shaded in ORANGE for each item bid.

BIDDERS MUST SUBMIT AN EXCEL COPY OF THE COMPLETED, FILLABLE BID ON A THUMB DRIVE. BIDDERS MUST ALSO PROVIDE A PRINTED COPY OF THE FILLABLE EXCEL FORM ALONG WITH COMPLETED BID PACKET

The following is a description of each category on the bid spread:

BID ITEM #: The number designated by the Food Service Department that identifies the product being bid.

ITEM DESCRIPTION/SPECIFICATION: This section provides the description and specifications for the product being bid. When a specific brand is named, it is assumed that the vendor will furnish that brand unless otherwise specified. Vendors bidding an "or equal" product must submit a sample and specification documentation with the bid for all alternate brands. If a sample and documentation is not submitted, the bid may not be considered.

ESTIMATED USAGE: Vendors should not use this number to place orders. This is an estimate of the quantity the district anticipates it will use for the bid period. These numbers are based off the 2025/2026 school year.

BID UNIT: This is the unit of measure that must be used when entering the bid price. Vendors must enter pricing for the unit specified on the bid. Failure to do so may result in loss of bid award.

BID PRICE: Vendors must enter the bid price per the specified unit of measure (pound, case, dozen, each, etc.) in the ORANGE shaded bid price field. IMPORTANT: Vendors must review the bid unit carefully before entering pricing. Bids may not be modified after opening. Submitting pricing in an incorrect unit (e.g., per case instead of per each) may result in loss of award.

BIDDER'S BRAND (Where applicable): When bidding an "or equal" product, the bidder must specify the brand name and pack size/quantity. Digital specification sheets must be included on the thumb drive, along with physical samples for evaluation of alternate brands/items.
The bidder only needs to complete this field when supplying a brand other than the one specified. If no alternate brand is indicated, it will be assumed the bidder is offering the specified product.
If, after award, it is determined that an alternate product was bid but not disclosed, the vendor will be responsible for supplying the specified product or for any price difference charged to the District.

VENDOR CODE #: The number assigned by the vendor to identify the product. This is a required field. Failure to provide a vendor code may result in the bid being deemed incomplete.

SPECIAL ORDER (Where applicable): Vendors must indicate whether any item bid is a "special order," meaning the item is not routinely stocked. For known special-order items, vendors must list the required lead time in brand column. The District reserves the right to give preference to stocked items.

EXTENSION: This field reflects the unit price multiplied by the estimated usage quantity and is automatically calculated.

Bid #P2027-30 PAPER GOODS 2026-2027

id Item #	Item Description/Specification	Est. Usage by the BID UNIT	Bid Unit	Bid Price Per Unit	If you are not bidding the specified brand and/or pack size, you must identify the manufacturer, product/item number, and pack size, and include a product specification sheet for the item being offered.	Vendor Item Code	Is this item Special Order? *(Select from Drop Down)*	Extension
P01	Tray, Paper, 5 Compartment, School Lunch Tray, 8x10 Molded Fiber, 240ct, Chinet or Equal	2625	CASE					$0.00
P02	Food Tray, Paper, Kraft, 1/4#, 4/250ct	42	CASE					$0.00
P03	Food Tray, Paper, Plaid, 1/4#, 4/250ct	42	CASE					$0.00
P04	Food Tray, Paper, Kraft, 1/2#, 4/250ct	46	CASE					$0.00
P05	Food Tray, Paper, Plaid, 1/2#, 4/250ct	46	CASE					$0.00
P06	Food Tray, Paper, Kraft, 1#, 4/250ct	10	CASE					$0.00
P07	Food Tray, Paper, Plaid, 1#, 4/250ct	10	CASE					$0.00
P08	Food Tray, Paper, Kraft, 2#, 4/250ct	13	CASE					$0.00
P09	Food Tray, Paper, Plaid, 2#, 4/250ct	13	CASE					$0.00
P10	Food Tray, Paper, Kraft, 3#, 4/250ct	34	CASE					$0.00
P11	Food Tray, Paper, Plaid, 3#, 4/250ct	34	CASE					$0.00
P12	Plate, 6", Round, Pulp Fiber, 8/125ct	10	CASE					$0.00
P13	Plate, 9", Round, Pulp Fiber, 4/125ct	10	CASE					$0.00
P14	Plate, 10", Round, 3 Compartment, Pulp Fiber, 4/125ct	5	CASE					$0.00
P15	Bowl, 12oz, Natural Compostable, 8/125ct	5	CASE					$0.00
P16	Napkin, Beverage, 2-Ply, All Colors, 1000ct	5	CASE					$0.00
P17	Napkin, Dinner, 2 Ply, All Colors, 15x17, 20/150ct	10	CASE					$0.00
P18	Napkin, Interfold, Dispenser Napkins, 9.9x6.5", White, 2-Ply Interfold, Refill, 24/250ct, Dixie Ultra 32006 or Equal	225	CASE					$0.00
P19	Dispenser, Napkin, Black, 7.5x5.86x7.2"Dxie Ultra 54527A or Equal (Must fit Interfold 2-Ply Napkins 32006)	2	CASE					$0.00
P20	Dispenser, Napkin, Black, Interfold Countertop, 13.625x9.25" Dixie Ultra 54510A or Equal (Must fit Interfold 2-Ply Napkins 32006)	20	CASE					$0.00
P21	Dispenser, Napkin, Black, Interfold, Dixie Ultra 54550A or Equal (Must fit Interfold 2-Ply Napkins 32006)	20	CASE					$0.00

P22	Cup, Portion, 5.5oz, Plastic, Clear, P550N, Dart or Equal, 20/125ct	16	CASE					$0.00
P23	Lid, Portion, 3-5.5oz, Plastic, Clear, PL4N, Dart or Equal, 20/125ct (FITS BID ITEM # P22)	17	CASE					$0.00
P24	Cup, Portion, 2oz, Plastic, Clear, P200N, Dart or Equal, 20/125ct	15	CASE					$0.00
P25	Lid, Portion, 2oz, Plastic, Clear, PL200N, Dart or Equal, 20/125ct (FITS BID ITEM # P24)	12	CASE					$0.00
P26	Cup, 16oz, PET, Clear, 20/50ct, Victoria Bay or Equal	17	CASE					$0.00
P27	Lid, 16-24oz, PET, Clear with Straw Hole, 10/100ct, Victoria Bay or Equal (FITS BID ITEM # P26)	22	CASE					$0.00
P28	Insert Cup, 4oz, 1000ct (FITS BID ITEM # P26)	7	CASE					$0.00
P29	Cup, 12oz, PET, Clear, 20/50ct, Victoria Bay or Equal	15	CASE					$0.00
P30	Lid, 12oz, PET, Clear with Straw Hole, 10/100ct, Victoria Bay or Equal (FITS BID ITEM # P29)	15	CASE					$0.00
P31	Cup, 8oz, Poly Coated, Hot Beverage Cup 20/50ct, Dart of Equal	50	CASE					$0.00
P32	Lid, Plastic, Hot Beverage Vented Lid, 8oz Hot Cup, 10/100ct, Dart of Equal (FITS BID ITEM # P31)	10	CASE					$0.00
P33	Cup, 12oz, Poly Coated, Hot Beverage Cup 20/50ct, Dart or Equal	5	CASE					$0.00
P34	Lid, Plastic, Hot Beverage Vented Lid, 12oz Hot Cup, 10/100ct, Dart of Equal (FITS BID ITEM # P33)	5	CASE					$0.00
P35	Cup, 16oz, Poly Coated, Hot Beverage Cup 20/50ct, Dart or Equal	2	CASE					$0.00
P36	Lid, Plastic, Hot Beverage Vented Lid, 16oz Hot Cup, 10/100ct, Dart of Equal (FITS BID ITEM # P35)	2	CASE					$0.00
P37	Hot Cup Sleeve, Fits 10,12, 16oz, Brown, 500ct	1	CASE					$0.00
P38	Coffee Box, 160oz, Paper Kraft, 20ct	5	CASE					$0.00
P39	Coffee Box, 384oz, Corrugated Paperboard Kraft, 10ct	5	CASE					$0.00
P40	Cup, 7oz, Cold Cup, PET, Clear, 20/50ct, Victoria Bay or Equal	1	CASE					$0.00
P41	Forks, Medium Weight, WHITE, 1000ct	1	CASE					$0.00
P42	Forks, Heavy Weight, BLACK, 1000ct	1	CASE					$0.00
P43	Forks, BLACK, 960ct, Refill, Smartstock DUSSF5, Dixie or Equal	218	CASE					$0.00
P44	Knife, Medium Weight, WHITE, 1000ct	1	CASE					$0.00
P45	Knife, Heavy Weight, BLACK, 1000ct	1	CASE					$0.00
P46	Knife, BLACK, 960ct, Refill, Smartstock DUSSK5, Dixie or Equal	26	CASE					$0.00
P47	Teaspoon, Medium Weight, WHITE, 1000ct	34	CASE					$0.00
P48	Teaspoon, Heavy Weight, BLACK, 1000ct	1	CASE					$0.00

P49	Teaspoon, BLACK, 960ct, Refill, Smartstock DUSSS5, Dixie or Equal	262	CASE					$0.00
P50	Soup Spoon, Medium Weight, WHITE, 1000ct	1	CASE					$0.00
P51	Chopsticks, Individually Wrapped	20	CASE					$0.00
P52	Spoon, Serving, Heavy Duty, 10", Disposable, BLACK	15	CASE					$0.00
P53	Tongs, Heavy Duty, 9", Disposable, BLACK	15	CASE					$0.00
P54	Cake/Pie Server, Heavy Duty, 10", Disposable, BLACK	1	CASE					$0.00
P55	Ice Scoop, White, 48ct, Novolex ASCOOPWH or Equal	3	CASE					$0.00
P56	Straw, 10.25", Paper, Wrapped	5	CASE					$0.00
P57	Straw, 10.25", Paper, Unwrapped	2	CASE					$0.00
P58	Stirrer, Coffee, Wooden, 5.5", 10/1000ct	1	CASE					$0.00
P59	Film, 18"x2000", w/ Cutter Box	57	CASE					$0.00
P60	Film, 12"x2000", w/ Cutter Box	20	CASE					$0.00
P61	Foil, 18" x 500', Standard, Pactiv or Equal	15	CASE					$0.00
P62	Sheet, Foil, Pop up, 9x10.75", 6/500ct	1	CASE					$0.00
P63	Sheet, Foil-Lined Paper Insulated, 14x16m 1000ct	15	CASE					$0.00
P64	Pan Liner, 16x24, White, 1000ct	70	CASE					$0.00
P65	Wax Sheets, Interfold Deli Sheets, 6x10 3/4", 12/500ct	3	CASE					$0.00
P66	Pizza Box, 18" Corrugated, Kraft, 50ct	1	CASE					$0.00
P67	Pizza Box, 14" Corrugated, Kraft, 50ct	1	CASE					$0.00
P68	Pizza Box, Wedge/Slice, Paper	2	CASE					$0.00
P69	Pizza Box, Hinged, 7x7x1.75, with Window, 250ct	2	CASE					$0.00
P70	Container, 32oz, Clear, Rectangle, w/ Hinged Lid, 200ct, Genpak AD32F or Equal	20	CASE					$0.00
P71	Container, 12oz, Clear, Round, w/ Hinged Lid, 565ct, Inline Plastics TS12CCRD or Equal	40	CASE					$0.00
P72	Container, 12oz, Clear, Rectangle, w/ Hinged Lid, 200ct, Genpak AD12 or Equal	28	CASE					$0.00
P73	Container, Take-Out, Square, Hinged, 6x6, Tamper-Evident, 300ct, Anchort Packaging #4516632 or equal	75	CASE					$0.00
P74	Container, Clear, Angled, TAMP-EVCDNT, 6.88x5.75x2.32, 200ct, Placon SW2-004T-A or Equal	5	CASE					$0.00
P75	Container, Clear, Wedge, 250ct, Anchor Packaging DV1101 or Equal	31	CASE					$0.00
P76	Container, Double Poly Coated, Paper w/ Vented Lid, Combo, 8oz, 250 Sets	10	CASE					$0.00

P77	Container, Double Poly Coated, Paper w/ Vented Lid, Combo, 12oz, 250 Sets	5	CASE					$0.00
P78	Container, Burrito Bowl Clamshell, Oval, Fiber, 24oz, 250ct	2	CASE					$0.00
P79	Bowl, Burrito, Oval, Fiber, 32oz, 300ct	55	CASE					$0.00
P80	Bowl, Burrito, Oval, Fiber, 24oz, 300ct	20	CASE					$0.00
P81	Lid, Burrito, Oval, Fiber, 24oz (FITS BID ITEM # P80)	5	CASE					$0.00
P82	Bowl, Burrito, Oval, Fiber, 18oz, 400ct	13	CASE					$0.00
P83	Bowl, Clear, 64oz, 252ct, Dart PET64B or Equal	2	CASE					$0.00
P84	Lid, Clear, Unhinged, 7.1", Dome, 64oz, 252ct, Dart PET64BDL or Equal (FITS BID ITEM P#83)	2	CASE					$0.00
P85	Bowl, Black, 18oz, 300ct, Sabert 92018T300 or Equal	2	CASE					$0.00
P86	Bowl, Clear, 16oz, 504ct, Dart PresentaBowls, C16B or Equal	4	CASE					$0.00
P87	Lid, Clear, 5.3x1.1", Dome, 16oz, 504ct, Dart Presenta C16BDL or Equal (FITS BID ITEM # P86)	2	CASE					$0.00
P88	Lid, Clear, 5.4x0.3", 16oz, 504ct, Dart Presenta C16BL or Equal (FITS BID ITEM # P86)	2	CASE					$0.00
P89	Bowl, Luau, Black, 64oz, 50ct, Comet A7LBBL or Equal	10	CASE					$0.00
P90	Platter(Catering Tray), Round, 12", Black	2	CASE					$0.00
P91	Lid, Round, for 12" platter(Catering Tray), Low Dome, Clear (FITS BID ITEM # P90)	1	CASE					$0.00
P92	Platter(Catering Tray), Round, 16", Black	2	CASE					$0.00
P93	Lid, Round, for 16" platter (Catering Tray), Dome, Clear (FITS BID ITEM # P92)	2	CASE					$0.00
P94	Platter(Catering Tray), Round, 18", Black	2	CASE					$0.00
P95	Lid, Round, for 18" platter(Catering Tray), Dome, Clear (FITS BID ITEM # P94)	2	CASE					$0.00
P96	Platter(Catering Tray), Square, 16x16", Black, 20ct	2	CASE					$0.00
P97	Lid, Square, for 16x16" platter(Catering Tray), Dome, Clear (FITS BID ITEM # P96)	2	CASE					$0.00
P98	Platter(Catering Tray), Square, 18x18", Black, 20ct	2	CASE					$0.00
P99	Lid, Square, for 18x18" platter(Catering Tray), Dome, Clear (FITS BID ITEM # P98)	2	CASE					$0.00
P100	Table cover, Plastic, 54x108 in, All Colors, 12ct, Hoffmaster or Equal	5	CASE					$0.00

P101	Table cover, Paper Poly Blend, 54x108 in, All Colors, 25ct, Hoffmaster or Equal	10	CASE					$0.00
P102	Table cover, Plastic, 84" Round, All Colors, 12ct, Hoffmaster or Equal	1	CASE					$0.00
P103	Doilie, Lace, White, Round, 10 inch, 1000ct	1	CASE					$0.00
P104	Doilie, Lace, White, Round, 14 inch, 1000ct	1	CASE					$0.00
P105	Doilie, Lace, White, Round, 16 inch, 1000ct	1	CASE					$0.00
P106	Baking Cup, 6 inch top x2 1/4 Inch Bottom dia x 1 7/8 D, Round, White, 10000ct	1	CASE					$0.00
P107	Bag, Poultry, Clear, 12x8x30, 500ct	115	CASE					$0.00
P108	Bag, Sandwich, clear, 7x7	100						$0.00
P109	Bag, Clear, 6x3x15, FDA- Approved Food Safe, 1000ct	96	CASE					$0.00
P110	Bag, Ziploc, One Gallon, Storage, 250ct	10	CASE					$0.00
P111	Bag, Bun Pan Rack, Translucent, 60x80, 15 Micron Roll, Polyethylene, Interplast Group BR60x80 or equal	10	ROLL					$0.00
P112	Bag, Food, Foil-Lined Paper White, 6x.75x6.5, 1000ct	10	CASE					$0.00
P113	Bag, Hot Dog Hoagie & Sub, Foil-Lined Paper White 3.5x1.5x8.5, 1000ct	2	CASE					$0.00
P114	Bag, Cookie, Paper Natural Plain Panel with Window, 5x1.5x, 2000ct	2	CASE					$0.00
P115	Steam Table Pan, Disposable, Half Size, Medium, 100ct, Pactiv or Equal	4	CASE					$0.00
P116	Lid, Steam Table Pan, Disposable, Half Size, 100ct, Pactiv or Equal	3	CASE					$0.00
P117	Steam Table Pan, Disposable, Full Size, Medium, 50ct, Pactiv or Equal	2	CASE					$0.00
P118	Steam Table Pan, Disposable, Full Size, Deep, 50ct, Pactiv or Equal	55	CASE					$0.00
P119	Lid, Steam Table Pan, Disposable, Full Size, 50ct, Pactiv or Equal	12	CASE					$0.00
P120	Fuel, Chafing Dish, Sterno or Equal		CASE					$0.00
P121	Wipe, Probe/Thermometer, Sanitizer 200ct	22	CASE					$0.00
P122	Sanitizer Test Strip, Quat, Range 0-500 PPM, Hydrion QT-40 or Equal	12	ROLL					$0.00
P123	Wipe, Foodservice Towels, Light Duty, All Purpose	10	CASE					$0.00
P124	Wipe, Foodservice Towels, Medium Duty, All Purpose	3	CASE					$0.00
P125	Pad, Scour, Extra Heavy, 3.5x5, Blue, Niagra or Equal	4	CASE					$0.00
P126	Pad, Scrub, Heavy Duty, 6x9, Green	13	CASE					$0.00
P127	Pad, Stainless Steel, Scrubber, Kurly Kate or Equal	5	CASE					$0.00
P128	Grill Brick, 12ct	1	DOZEN					$0.00
P129	Glove, Nitrile, Food Service, Medium, 10/100ct, Powder Free	2	CASE					$0.00

P130	Glove, Nitrile, Food Service, Large, 10/100ct, Powder Free, Certo or Equal	5	CASE					$0.00
P131	Glove, Nitrile, Food Service, Extra Large, 10/100ct, Powder Free	2	CASE					$0.00
P132	Glove, Vinyl, Food Service, Small, 10/100ct, Powder Free	5	CASE					$0.00
P133	Glove, Vinyl, Food Service, Medium, 10/100ct, Powder Free	38	CASE					$0.00
P134	Glove, Vinyl, Food Service, Large, 10/100ct, Powder Free	96	CASE					$0.00
P135	Glove, Vinyl, Food Service, Extra Large, 10/100ct, Powder Free	28	CASE					$0.00
P136	Glove, Yellow, 12", Flock Lined, Small, 12ct	1	DOZEN					$0.00
P137	Glove, Yellow, 12", Flock Lined, Medium, 12ct	1	DOZEN					$0.00
P138	Glove, Yellow, 12", Flock Lined, Large, 12ct	20	DOZEN					$0.00
P139	Glove, Yellow, 12", Flock Lined, Extra Large, 12ct	8	DOZEN					$0.00
P140	Glove, Cut Resistant, Small, 1 each	24	EACH					$0.00
P141	Glove, Cut Resistant, Medium, 1 each	36	EACH					$0.00
P142	Glove, Cut Resistant, Large, 1 each	36	EACH					$0.00
P143	Glove, Cut Resistant, Extra Large, 1 each	24	EACH					$0.00
P144	Heat Resistant Burn Sleeve, With Thumb Hole, 1 Each	12	EACH					$0.00
P145	Heat Resistant Burn Sleeve, Without Thumb Hole, 1 Each	12	EACH					$0.00
P146	Potholder, 8x8, Black, Withstand Temperatures up to 450 Degrees, 1 Pair	50	PAIR					$0.00
P147	Oven Mitt, 17-inch, Cotton Synthetic Blend, Withstand Temperatures up to 400 Degrees, Silver, 1 Pair	150	PAIR					$0.00
P148	Oven Mitt, 24-inch, Cotton, Withstand Temperatures up to 400 Degrees, 1 Pair	10	PAIR					$0.00
P149	Thermometer, Digital, Compact Folding Probe, 2 7/8", Neg 40-400 Degrees Fahrenheit, Taylor 1476 or Equal	50	EACH					$0.00
P150	Thermometer, Dial, Instant Read Pocket Probe, 4 1/2", Taylor 3512FS or Equal	25	EACH					$0.00
P151	Thermometer, Oven, 5", Taylor 5921N or Equal	20	EACH					$0.00
P152	Thermometer, Oven, 2 1/2", 100-600 Degrees Fahrenheit, Taylor 3506 or Equal	20	EACH					$0.00
P153	Thermometer, Refrigerator/Freezer Thermometer, Dial, 2", Taylor 5981N or Equal	30	EACH					$0.00

P154	Thermometer, Refrigerator/Freezer Thermometer, Tube, 5 1/8", Taylor 5927 or Equal	20	EACH					$0.00
P155	Hairnet, 22", Lightweight, Brown, 144ct	12	BOX					$0.00
P156	Hairnet, 28", Lightweight, Brown, 144ct	8	BOX					$0.00
P157	Beard Cover	1	CASE					$0.00
P158	Apron, Chemical Resistant, 35x50, Adjustable Strap, 1 Each	9	EACH					$0.00
P159	Non Slip Cutting Board Mats, Non Absorbent, 16x10", 1 Each	24	EACH					$0.00
P160	Utility Pail/Bucket with handle, Blue, Sanitizer, 3 Quart , 1 Each	10	EACH					$0.00
P161	Utility Pail/Bucket with handle, Red, Sanitizer, 3 Quart , 1 Each	40	EACH					$0.00
P162	Utility Pail/Bucket with handle, Green, Cleaning, 3 Quart , 1 Each	20	EACH					$0.00
							Total value of all items bid:	$0.00

Order Delivery Minimum:	$0.00

** If bidding an alternate to the specified brand and/or pack size, bidders must provide the manufacturer, product/item number, pack size, and a product specification sheet for the item being offered. Failure to provide the required documentation may result in the item being determined not to meet the District's minimum specifications and, therefore, be considered non-responsive. Priority will be given to regularly stocked items over special order items. Samples for evaluation of equivalency must be provided within 48 hours of the District's request.*

WHITE PLAINS CITY SCHOOL DISTRICT
5 HOMESIDE LANE, WHITE PLAINS, NEW YORK 10605
BID #P2027-30 PAPER GOODS 2026-2027

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 City 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, the 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
BID #P2027-30 PAPER GOODS 2026-2027

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. 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 _____, _____

_____
(Notary Public)

WHITE PLAINS CITY SCHOOL DISTRICT
BID #P2027-30 PAPER GOODS 2026-2027

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
BID #P2027-30 PAPER GOODS 2026-2027

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
BID #P2027-30 PAPER GOODS 2026-2027
SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED

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

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

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

By: _____
Signature

_____
Title

Sworn to before me this

_____day of _____, _____

_____
Notary Public

Commission Expires_____

WHITE PLAINS CITY SCHOOL DISTRICT

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

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

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

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

_____
Signature

Sworn to before me this
____day of _____, 20___

_____
Notary Public

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

WPSCD Employee Signature: _____

Print WPCSD Employee Name and Title: _____

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

Bidder Name: _____

Check the one that applies:

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

WHITE PLAINS CITY SCHOOL DISTRICT
BID #P2027-30 PAPER GOODS 2026-2027

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 #P2027-30 PAPER GOODS 2026-2027

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

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

_____

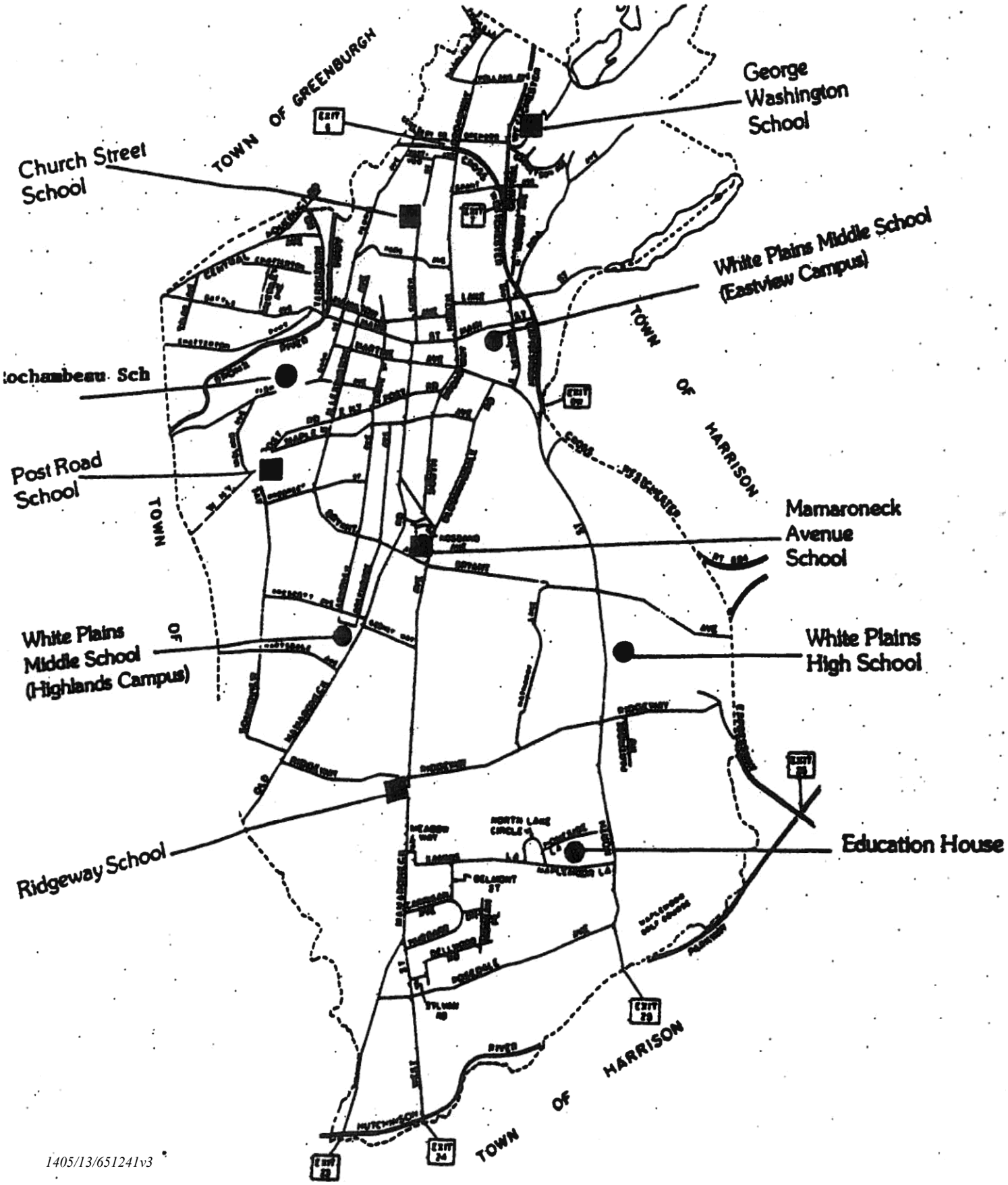
You May remove our name from this bid list for:

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

_____	_____
Company	Authorized Signature
_____	_____
Address	Date
_____	_____
Name of signer	Title of Signer

WHITE PLAINS CITY SCHOOL DISTRICT

DELIVERY INFORMATION 2026-2027

LOCATION	DELIVERY TIMES	KITCHEN CONTACT PHONE/EMAIL
Church Street School (CS) 295 Church Street White Plains, NY 10603	8:30am – 11:00am 1:00pm-2:30pm	(914) 422 – 2406 CScafe@wpcsd.k12.ny.us
George Washington (GW) 100 Orchard Street White Plains, NY 10604	9:00am-11:10am 1:10pm-2:30pm	(914) 422-2275 GWcafe@wpcsd.k12.ny.us
Mamaroneck Avenue (MAS) Nosband Avenue White Plains, NY 10605	7:30am-11:00am 1:15pm-2:30pm	(914) 422-2166 MAScafe@wpcsd.k12.ny.us
Post Road School (PR) 175 West Post Road White Plains, NY 10606	7:00am-10:30am 1:00pm-2:30pm	(914) 422-2320 (ext. 2735) PRcafe@wpcsd.k12.ny.us
Ridgeway School (RW) 225 Ridgeway Avenue White Plains, NY 10605	7:00am – 11:30am 1:00am-2:30pm	(914) 422-2077 RWScafe@wpcsd.k12.ny.us
Eastview Middle School (EV) 350 Main Street White Plains, NY 10601	7:00am-10:45am 11:45am-2:00pm	(914) 422-2418 EVcafe@wpcsd.k12.ny.us
White Plains Middle School (HL) **Highlands** 128 Grandview Avenue White Plains, NY 10605	7:00am-10:25am 12:45pm-2:30pm	(914) 422-2130 HLcafe@wpcsd.k12.ny.us
White Plains High School (HS) 550 North Street White Plains, NY 10605	6:00am-10:30am 12:30pm-2:30pm	(914) 422-2139 WPHScafe@wpcsd.k12.ny.us
Rochambeau (Roch) 228 Fisher Avenue White Plains, NY 10606	7:00am-1:00pm	(914) 422-2054 or (914) 422-2139 ROCHcafe@wpcsd.k12.ny.us
Food & Nutrition Program Office **(Warehouse)** White Plains High School 550 North Street White Plains, NY 10605	7:30am-4:30pm	MAGALIE PORRETTO Food Service Director (914) 422-2371 MagaliePorretto@wpcsd.k12.ny.us MILAGROS VARGAS Sr. Account Clerk/ Office Manager (914)422- 2348 /2054 MilagrosVargas@wpcsd.k12.ny.us

WHITE PLAINS CITY SCHOOL DISTRICT