

**BOARD OF EDUCATION  
MAMARONECK UNION FREE SCHOOL DISTRICT  
1000 WEST BOSTON POST ROAD  
MAMARONECK, NEW YORK 10543**

**NOTICE TO BIDDERS**

The Board of Education of the Mamaroneck Union Free School District, Mamaroneck, New York, popularly known as Mamaroneck Union Free School District, in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids from reputable and qualified contractors for the provision of service and materials for the following contract:

**CONTRACT FOR**

**DOOR, LOCKS, RELATED HARDWARE AND SERVICES  
DUE: TUESDAY, JUNE 9, 2020 at 1:30 PM EST  
20/21-MUFSD-008**

Bids will be received until the above stated hour of prevailing time and date at the School District Purchasing Office, 1000 West Boston Post Rd., Mamaroneck, New York, 10543 at which time and place all bids will be publicly opened and read. **Staff will be available to accept hand delivered bids between the hours of 8:00a.m. and 4:00p.m. on June 9, 2020. Due to the current COVID-19 pandemic, the District buildings are restricted and non-essential individuals will not be permitted inside. Bids will be publicly opened and read aloud at 3:00p.m. via livestream on Google Meet at the following URL Address: [meet.google.com/rzh-hctk-suw](https://meet.google.com/rzh-hctk-suw) using computer audio or call in audio via phone: (US)+1 414-909-7239 PIN: 679 049 217#.** Specifications and bid forms may be obtained electronically via email request, Monday through Friday between the hours of 8:00a.m. and 4:00p.m., excluding holidays as well as on the District website [www.mamkschools.org](http://www.mamkschools.org). Please contact the Purchasing Office at 914-220-3035 or via e-mail at [lleone@mamkschools.org](mailto:lleone@mamkschools.org).

**Please be reminded that USPS, UPS and FedEx delivery schedules are limited. Please allow enough time for your proposal to arrive on or before the due date and time.**

Bids must be presented on the proposal forms in the manner designated therein and as required by the specifications. **All bids must be enclosed in a sealed envelope clearly marked with the Bid Title, Due Date and Time.**

The Board of Education reserves the right to waive any informality in or to reject any or all bids, or to accept that bid which, in the Board of Education's judgment, is in the best interest of the School District.

BOARD OF EDUCATION  
MAMARONECK UNION FREE SCHOOL DISTRICT  
District Office  
1000 West Boston Post Road  
Mamaroneck, NY 10543  
By: Lauren Leone  
Purchasing Agent

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DOOR, LOCKS, RELATED HARDWARE AND SERVICES  
20/21-MUFSD-008

**INSTRUCTIONS TO BIDDERS**

By submitting a bid in response to this Request for Bids, you are asking the Mamaroneck Union Free School District ("MUFSD" or "the District") to accept your offer for the sale of goods or services. It is important that you read and understand all terms and conditions contained herein, as well as understand the laws that govern Municipal Purchasing in the State of New York.

Once the District has opened bids, there can be no changes to price or terms, unless clearly specified in this document. In addition, there are no provisions to cancel after an award is made, except by MUFSD, which maintains a unilateral right to cancel or extend in accordance with the terms of this request for bids.

The District reserves the right to award this bid contract to one or more vendors as serves in the best interest of the District.

**GENERAL INFORMATION**

1. Sealed Bid documents for the furnishing and delivering, and installing where called for, of the materials, supplies and/or equipment, as required by MUFSD, and as set forth in the Bid document NOTICE TO BIDDERS must be received no later than the **bid submission date** of TUESDAY, JUNE 9, 2020 at 1:30:00 PM EST at the MUFSD Purchasing Office, 1000 West Boston Post Rd, Mamaroneck, NY 10543.
2. All Bids must be mailed or hand delivered in a sealed envelope addressed to the MUFSD Purchasing Agent, at 1000 West Boston Post Rd, Mamaroneck, NY 10543 on or before the hour and day stated above, and the envelope shall be clearly marked on its face with (i) the name of person, firm, or corporation submitting a bid, (ii) the Bid number and name, and (iii) the date of bid opening. This includes marking the outside of any express mail envelope that may be used.
3. Facsimile, telephone, or verbal bids or any modifications of Bid Documents will not be accepted or considered.
4. Bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the Bidder unopened. The Bidder assumes all responsibility for having the Bid deposited on time at the place specified.
5. Each Bidder is requested to carefully read the Bid Documents as each Bidder will be

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held to strict compliance with such documents. Failure to fulfill any requirements of the Bid Documents may result in being considered non-responsive.

6. No modifications or additions are to be made to the printed Bid Documents. In the event the Bidder deems that modifications are necessary, such modifications must be set forth in writing to the MUFSD in a separate document and submitted with the Bid Documents to be considered. However, any modifications or additions submitted may result in the Bid being considered non-responsive.

7. All information required in the Bid Documents must be provided by the Bidder to constitute an acceptable Bid.

8. The MUFSD will interpret the submission of a Bid to mean that the Bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and that the Bidder can furnish same in complete compliance with the specifications.

9. No charge will be allowed for federal, state, or municipal sales and excise taxes, from which the political subdivisions are exempt, or for any portion of a gross receipts tax, MTA surcharge or other tax or surcharge which was imposed upon the vendor.

10. The price bid for each item must be net and must include all delivery charges fully prepaid by the successful bidder to the destination indicated in the proposal, installation, preparation, clean up or other charges. Title shall not pass until items have been delivered and accepted.

11. All specifications are minimum standards and accepted bid samples do not supersede specifications for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.

12. Bids for the provision of material, supplies and/or equipment must provide for same that are standard, new and of the latest model, and in current production, unless otherwise specified.

13. All regularly manufactured stock electrical materials, supplies and/or equipment provided must bear the label of the Underwriter's Laboratories, Inc.

14. Each bidder must state that their proposal, bid, and/or quotation is made without any connection with any other person or firm making any proposal, bid and/or quotation for the materials and/or installation listed. Each bidder must also state that no officer or member of the District is directly or indirectly interested therein or in the supplies to which it relates, or to any portion of the profits thereof.

15. The MUFSD reserves the right to accept this bid by item or as a whole or, in its

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discretion, reject all bids and re-advertise in the manner provided by Section 103 of the General Municipal Law. Also reserved is the right to reject, for cause any bid in whole or in part; to waive technical defects, qualifications, irregularities, and omissions if, in its judgment, the best interests of the District will be served.

16. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment or supplies to be furnished, their conformity with the specifications, purpose for which required and the terms of delivery.

17. Where items or articles of equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the article as specified represents an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required; but it is not the intention to limit competition thereby.

18. The vendor must complete ALL information required on the bid form. Failure to fully complete all parts of any line item may cause the bid to be rejected.

19. Prices, and all required information, except signature of Bidder, should be typewritten for legibility. Illegible or vague Bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.

20. At the time of the opening of the bids, if appropriate, each bidder will be presumed to have inspected the site and to have examined and to be thoroughly familiar with the drawings, general requirements and specifications (including all addenda thereto). The failure and/or omission of any bidder to receive or examine any drawings, forms, instructions, or documents shall in no way relieve such bidder from any obligation in respect to his bid.

21. The contractor shall furnish, deliver, and install completely, unless otherwise noted, material and equipment described in the specifications, with all appurtenances, parts or accessories not specifically mentioned in the articles described but necessary to render the equipment complete and ready for operation. All these parts and/or accessories shall be included in the bid price.

22. All of the furnishings and/or equipment furnished and installed under this contract shall be guaranteed by the contractor, in writing, for one (1) year after completion against any and all defects which are the result of improper design, materials, construction or installation, if called for. Immediately upon notice by the owner (at any time during the guarantee period), the contractor shall fully make good such defects by replacing same with new work, without cost to the owner. Prior to installation it is the responsibility of

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the vendor to be familiar with the site. The vendor must bid a fixed price for installation. The time and date of installation must be approved by the Director of Facilities prior to starting any installation.

23. The placing in the mail of a notice of award or purchase order to a successful bidder to the address given in his bid will be considered sufficient notice of award of contract. Failure of the successful bidder to contact the District to object to the award or prices therein, within seven (7) days of mailing of notice of award, will be considered an acceptance of the contract by the successful bidder.

24. The successful vendor shall only ship items upon the receipt of a properly executed purchase order from the Mamaroneck union Free School District.

25. If the successful bidder fails to deliver within the time specified in the bid specifications or on the purchase order or within reasonable time as interpreted by the District (normally 30 days from receipt of purchase order) or fails to make replacement of rejected articles when so requested immediately or as directed by the MUFSD, the MUFSD may purchase from other sources to take the place of the item rejected or not delivered. The District reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the District promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference.

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

**DELIVERY**

27. Delivery will be required to be made to the District as follows unless otherwise noted. All equipment and material shall be delivered and placed where directed inside the building, unless the schedules or purchase order issued to the successful bidder thereon indicated otherwise. The contractor will be required to furnish proof of delivery in every instance. No help for unloading will be provided. Suppliers should notify their truckers accordingly. Deliveries shall be made between the hours of 8:00 a.m. to 2:00 p.m., Monday through Friday (excluding days of scheduled school closings) unless otherwise noted. Notice of delivery shall be made twenty-four (24) hours in advance. All materials and supplies must be securely packed in uniform containers, adequately marked as to contents and delivered without damage or breakage in such units specified in schedules.

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28. Each purchase order shall constitute an order. Items contained therein should be shipped by the vendor within thirty (30) days of the receipt of each purchase order. Items not delivered on a timely basis shall be dealt with in accordance with the provisions outlined in the failure to perform section. One purchase order may include delivery to multiple school locations.

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

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

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

Purchase Order Number  
Names of Articles  
Item Number  
Quantity  
Name of Successful bidder

32. Ownership of equipment shall not transfer until all equipment is completely installed and operating to the satisfaction of the School District.

**PAYMENT**

33. No payment will be made without issuance of a purchase order by the Mamaroneck Union Free School District.

34. Payment will be made only after the proper presentation of invoices or claim forms as required by the MUFSD. The invoice must reflect bid pricing as provided in the Bid Submission Sheet. In the event pricing does not match what is provided in the Bid Submission Sheet, payment may be held up until such discrepancy is resolved to the satisfaction of the MUFSD Accounts Payable Department.

35. Payments of any invoice shall not preclude the District from making claim for adjustments on any item found not to have been in accordance with general terms and conditions and scope of services.

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36. No payment shall be made until all equipment is installed and operating to the satisfaction of the School District.

**INSURANCE**

**INSURANCE REQUIREMENTS**

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the district as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation.

II. The policy naming the district as an additional insured shall:

- Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
- Provide for 30 days notice of cancellation.
- State that the organization's coverage shall be primary coverage for the district, its Board, employees and volunteers.
- The district shall be listed as an additional insured by using endorsement CG 2010 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. The contractor agrees to indemnify the district for any applicable deductibles.

IV. Required Insurance:

- **Commercial General Liability Insurance**  
\$1,000,000 per occurrence / \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
- **Automobile Liability**  
\$1,000,000 Combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- **Workers' Compensation**  
Statutory Workers' Compensation & Employers' Liability Insurance for all employees.
- **Owners Contractors Protective Insurance**  
(Required for construction projects in excess of \$200,000)  
\$1,000,000 per occurrence / \$2,000,000 aggregate, with the district named as the additional insured.
- **Excess Liability**  
\$2,000,000 per occurrence / \$2,000,000 aggregate, with the district named as the additional insured.
- **Bid, Performance and Labor & Material Bonds**  
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- **Product-Completed/Operations**  
\$1,000,000.00
- **Personal & Advertising Injury**  
\$1,000,000.00
- **Fire Damage**  
\$50,000.00 per occurrence
- **Medical Expenses**  
\$10,000.00 per occurrence

V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.

VI. Contractor acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the district. The contractor is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

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- VII. The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also the NYSIR, as the district's insurer.

**REQUIRED BONDING**

37. Bond requirements, if any, will be identified in the scope of services for the commodity or service being procured.

- A. Bid Bond - An approved bid bond, bank check, certified check, letter of credit or other form of security acceptable to the Mamaroneck Union free School District to the extent of percent of the bid price will be required with all vendor responses at the time of Submission of the bid. The MUFSD will hold the bond until the contract has been signed.
  
- B. Bid Bond – An approved bid bond, bank check, certified check, letter of credit or other form of security acceptable to the Mamaroneck Union Free School District in the amount of will be required with all vendor responses at the time of submission of the bid. The District will hold the bond until the contract has been signed.
  
- C. Performance and Payment Bond - The contractor shall, at the time of execution of the contract, obtain and maintain in full force and effect for sixty days after contract expiration:
  - 1. an irrevocable documentary Letter of Credit with a sound and reputable bank authorized to do business in the State of New York, OR
  - 2. a Performance Bond signed by a surety company authorized to do business in the State of New York, and/or
  - 3. a Payment Bond signed by a surety company authorized to do business in the State of New York, in the amount of, for the faithful performance of the contract. The Letter of Credit, Performance Bond, Payment Bond, etc., shall name as beneficiary the Mamaroneck Union Free School District and may be invoked to the benefit of Mamaroneck Union Free School District upon delivery of a certified statement to the issuing bank or surety company that the contractor has failed to perform pursuant to the terms and conditions of its contract with the District.

With its proposal submission, the contractor shall include a letter from its bank or surety company stating that the letter of credit or bond will be provided if being considered for a contract or in the event of a contract. The Letter of Credit or Bond shall be provided on a



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yearly basis for each year, or portion, of the contract.

**PREVAILING WAGE RATES**

38. Prevailing wage rates, if applicable, will be identified in the scope of services for the service being procured.

The successful bidder is required to pay the prevailing hourly wage rates and the prevailing hourly supplements pursuant to section 220-d of the New York State Labor Law.

- A. Contractors are responsible for paying all applicable prevailing rates throughout the term of the contract.
- B. A verified statement of payment of prevailing rates by the Contractor (Article 8 only) MUST be submitted to the District in order for payment to be made.
- C. Prevailing Wage Rates are incorporated into this document in accordance with the New York State Labor Law.

**REQUEST FOR MATERIAL SAFETY DATA SHEETS**

39. Amendments to the New York State Labor Law and Public Health Law and the OSHA Hazard Communication Standard require employers to furnish employees with information regarding their exposure to toxic substances. To facilitate this duty, Section 876(4) of the Labor Law provides that “any manufacturer, importer, producer or formulator of any toxic substance shipped or transported or sold for any use within the State must provide, upon request, the following information”:

- The name of any hazardous ingredients, including the generic or chemical name.
- The CASE Registry Number of the chemical ingredients and physical and chemical characteristics of the mixture in total.
- The level at which exposure to the substance is determined to be hazardous, by OSHA, ACGIH, NFPA, NIOSH, IARC, NTP.
- The acute and chronic health effects of exposure and primary routes of entry into the body.

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- The potential for flammability, explosion, reactivity, and other hazards of such substances.
- Appropriate emergency/first aid procedures.
- Proper precautions for safe handling and recommended engineering control.
- Procedures for clean-up of leaks and spills.

Accordingly, we are requesting the above information regarding any product in this bid that would contain a toxic substance. Please identify by name any other products or substances known to increase or decrease toxicity of the named product(s) when mixed together.

In the event that the chemical composition, toxicity, flammability or any other characteristic of the named product(s) changes or new information is obtained about the items listed above, you are to notify us without delay. We will hold you liable for any failure on your part to comply with this request.

We look forward to your anticipated cooperation and we thank you for helping us keep our employees informed about the substances they come into contact with at work.

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DOOR, LOCKS, RELATED HARDWARE AND SERVICES

20/21-MUFSD-008

**SCOPE OF SERVICES**

**PURPOSE**

The purpose of this Bid is to contract with a qualified vendor(s) to provide a complete and reliable source for doors, locks, and related hardware and the installation of such as indicated in these specifications, for the Mamaroneck Union Free School District. The successful bidder is to furnish all parts, labor, equipment, transportation and material necessary for the installation of doors, locks, and door related hardware if required.

All technicians of the company who will be performing work under this agreement must be direct employees of the company, not subcontractors. If there is a need for subcontracting work, such as electronic and or masonry work, the awarded company must get approval from the District. All technicians must have completed a minimum of 10 hour OSHA training course before working at the MUFSD.

The successful bidder shall have qualified representatives readily available to assist with ordering and invoicing. The District reserves the right to inspect bidder's facilities and warehouse to establish that bidders can meet the requirements herein.

Participants in this bid may also require that parts be delivered to their physical location. Prices submitted for this bid request must also be honored for delivered items, with no additional charges for freight or travel. Daily delivery must be available.

**ITEMS REQUIRED/REQUIREMENTS**

Every effort will be made by the MUFSD to submit orders totaling at least \$50.00, but no minimum orders may be required by the Successful Bidder.

All materials and products shall be first quality and shall be accompanied by the manufacturer(s) certification and statement of origin. The successful bidder shall be an authorized distributor for each manufacturer on which bid is submitted. Manufacturers listed herein are representative product manufacturers for each parts group.

All products shall comply with applicable requirements of the Society of Automotive Engineers ASE, ASTM and regulations as applicable within New York State. Replacement parts shall fit, interchange with and replace original equipment components without modifications or addition and shall meet or exceed original equipment specifications. Rebuilt parts shall comply with the American Parts Rebuilders Association Standards (APRA). All materials furnished under these specifications shall conform to all applicable Federal Laws and Regulations.

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**CONTRACT TERM**

The term of this Contract shall be for twelve (12) months, from on or about July 1, 2020 through June 30, 2021. The District reserves the right to renew this agreement annually upon mutual agreement with the vendor, with an increase in rates not to exceed the published, annual CPI, for a total term not to exceed three (3) additional one (1) year periods. Such annual extensions shall be subject to approval by the Board of Education.

**AWARD**

The Mamaroneck union Free School District shall award this bid to the lowest responsible bidder.

**CONFLICTING TERMS**

If any terms contained within the General Terms and Conditions conflict with these Specifications, these Specifications in the Scope of Services section shall govern.

**REQUESTS FOR CLARIFICATION/ ADDITIONAL INFORMATION**

All requests for clarification or additional information related to this bid must be submitted in writing by mail, fax, or e-mail to:

Lauren Leone  
Purchasing Agent  
Mamaroneck Union Free School District  
1000 West Boston Post Rd  
Mamaroneck, NY 10543  
E-mail: [lleone@mamkschools.org](mailto:lleone@mamkschools.org)  
P: 914-220-3035  
F: 914-220-3091

In the event the MUFSD provides clarification or supplemental information to this Bid, all recipients of this Bid will receive the information via an addendum to this Bid.

**BID SUBMISSION SHEET**

All bids must be submitted on and in accordance with the Bid Submission Sheet provided herein by the District.

Current retail pricing for item categories must be made available for comparison purposes.

**DELIVERY**

Inside delivery is required, and shall be made within one (1) business day of receipt of order. Special delivery instructions will be indicated on each individual purchase order.

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**FREIGHT**

No freight charges are acceptable. All prices listed on the Bid Submission Sheet shall include any freight or delivery charges.

**SUBSTITUTE OR "OR EQUAL" ITEMS**

It is the bidder's responsibility to demonstrate that the items they are bidding are equal to the bid specifications. Therefore, when a bidder is proposing an "or equal" item or a substitute item the bidder must provide sufficient documentation and/or samples to allow the District to make a determination.

- A. The documentation or samples must be clearly labeled as to the line item number and bid.
- B. Documentation must include size, weight, chemical composition or other such information so that it may be compared to our bid specification.
- C. Failure to provide sufficient documentation may result in the substitute or "or equal" item not being considered.

**SAMPLES REQUIRED**

When samples are required they must be clearly labeled with bid number, and line item number. Samples must be provided at the bidder's expense.

It is the bidder's responsibility to provide all samples by the specified time and date to the proper location otherwise the bid may not be considered.

If a sample is for more than one, line item the samples must clearly identify each line item. If the sample is not exactly as will be provided any difference must be clearly identified.

Samples must be provided for all "or equal" or substitute items.

Award samples may be held for comparison with deliveries. The MUFSD will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the District shall have the right to dispose of them as its own property.

**AWARD AND RESERVATION OF RIGHTS**

Awards will be made to the lowest responsive and responsible Bidder(s) who (i) meets the terms and conditions stated in the Bid Documents for each Item or Item classification; whichever is in the best interest of the Mamaroneck Union Free School District and (ii) completes all the required forms including a W-9. The District reserves the right to reject

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any bid if the vendor fails to satisfy the District that they are properly qualified to carry out the obligations of the Contract.

If not awarded, the Bid will be rejected within ninety (90) days of the date of the opening of Bids, subject, however, to the discretionary right reserved by the MUFSD to waive any informalities in, or to reject any or all Bids and to advertise for new Bids, if in its opinion, the best interest of the District, will thereby be promoted.

In the event that a Bidder has the lowest apparent price for only a small portion of the bid, the District reserves the right to award to the second lowest Bidder who has a significant portion of the bid.

MUFSD reserves the right to award this Contract on individual Items, category, in part or in whole, whichever is in the best interest of the District. In addition, the District reserves the right to name a substitute vendor if the originally awarded vendor is unable to provide a particular item during the term of an award.

In the event that the MUFSD needs to purchase an item that is not listed on the Bid Submission sheets, but said item could be considered similar to one listed on the Bid Submission sheets, the awarded bidder shall offer the unlisted item at the same discount structure as the item listed on the Bid Submission sheet.

The District reserves the right to make awards within ninety (90) days after the date of the Bid opening during which period Bids may not be withdrawn unless the Bidder distinctly states in the Bid that acceptance thereof must be made within a shorter specified time.

**REQUIRED BONDING**

Not applicable

**PREVAILING WAGE RATES**

Not applicable

**WARRANTY**

Installation performed under this contract will carry, at minimum, a one-year warranty. All parts should carry, at minimum, a one-year warranty or available manufacturer warranty for the equipment and/or supplies purchased under this contract.

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**DISTRICT LOCATIONS:**

Mamaroneck High School	1000 W. Boston Post Rd, Mamaroneck, NY 10543
Mamaroneck Ave School	850 Mamaroneck Ave, Mamaroneck, NY 10543
Central School	1100 Palmer Ave, Larchmont, NY 10538
Hommocks Middle School	130 Hommocks Road, Larchmont, NY 10543
Murray Ave School	250 Murray Ave, Larchmont, NY 10538
Chatsworth School	34 Chatsworth Avenue, Larchmont, NY 10538
Mamaroneck Bus Garage	119 Gertrude Ave, Mamaroneck, NY 10543

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**BID PROPOSAL**

Bidder Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Tax ID#: \_\_\_\_\_

Pursuant to and compliant with the bid specifications, the undersigned hereby offers to furnish all services in accordance with the Bid Documents issued by the District. Bids will be awarded to the bidder submitting the lowest responsible bid; however, the Board of Education hereby reserves the right to accept or reject any item set forth individually below or to accept the whole or part of a bid, or to accept and award parts of bids from more than one bidder as in the Board's judgment, it deems to be in the best interest of the School District.

		<b>DOOR HARDWARE BID</b>
	<b>Manufacturer:</b>	<b>Percent Discount from Current Book List</b>
<b>Group A - Hollow Metal Door &amp; Frames</b>		
	<b>Curries</b>	<b>%</b>
<b>Group B - Door Closers, 4000 Series</b>		
	<b>LCN</b>	<b>%</b>
<b>Group C - Exit Devices, 99 Series</b>		
	<b>Von Duprin</b>	<b>%</b>
<b>Group D - Exit Devices &amp; Door Closers</b>		
	<b>Dorma</b>	<b>%</b>



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<b>Group E - Locks, Cores, Keys, and Cylinders</b>		
	<b>Best</b>	<b>%</b>
<b>Group F - Electronic Locks and Padlocks</b>		
	<b>Best</b>	<b>%</b>
	<b>Schlage</b>	<b>%</b>
<b>Group G - Exit &amp; Lock Parts</b>		
	<b>Falcon</b>	<b>%</b>
<b>Other</b>		
	<b>Any Item Not Listed Above</b>	<b>%</b>
<b>Installation Rate</b>		
	<b>Hourly Rate</b>	
	<b>Overtime Rate</b>	
	<b>Holiday Rate</b>	

*\*\*\*\*All unit prices must include freight, if applicable. No fuel surcharges, travel charges and/or other administrative fees added to an invoice will be paid. Proof of applicable list pricing may be required for any individual item with a price of \$500 or more to the District. Proof of applicable list pricing otherwise, will be provided upon the request of the District.*

The bidder certifies that he/she has familiarized himself with the specifications, has carefully read them, understands their contents and agrees to furnish the material requested at the prices quoted herein.

\_\_\_\_\_  
Signature of Company Representative Submitting Proposal:

\_\_\_\_\_  
Date

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
(Notary public)

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**ACKNOWLEDGEMENTS:**

The bidder certifies that he/she has familiarized themselves with the specifications, has carefully read them, understands their contents and agrees to furnish the supplies requested at the prices quoted herein.

**The undersigned attests to receiving all of the pages of this Bid Solicitation. There are Twenty-Five (25) pages to this original Bid Document.**

**If applicable, the undersigned also acknowledges receipt of any addenda applicable to this bidding process by initialing next to the addenda number.**

**Addendum #1** \_\_\_\_\_

**Addendum #2** \_\_\_\_\_

**Addendum #3** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

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**NO BID FORM**  
**COMPLETE THIS FORM ONLY IF YOU ARE SUBMITTING A**  
**"NO BID" AND WISH TO REMAIN ON OUR CONTRACTORS LIST**

If you wish to remain on our contractor's list for the above referenced bid, kindly fill out and return this form either mailed or faxed to my attention. Please make any applicable address or name corrections so that our files may be updated. Thank you.

Mamaroneck UFSD  
Attn: Lauren Leone  
Purchasing Agent  
Purchasing Department  
1000 West Boston Post Road  
Mamaroneck, NY 10543  
FAX: (914) 220-3091

FIRM NAME: \_\_\_\_\_

VEDOR TAX ID NO: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE/POSITION: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**"No Bid" Notification Page ONLY**  
(You need only return this sheet.)

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**20/21-MUFSD-008**  
**NON-COLLUSIVE BIDDING CERTIFICATION**

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

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

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

Non-collusive bidding certification.

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
  - 1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,
  - 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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**NON-COLLUSIVE BIDDING CERTIFICATION (cont.)**

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

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

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

<p style="text-align: center;">CORPORATE SEAL [if bidder is a corporation]</p>	<p>BIDDER NAME:</p> <p>ADDRESS:</p>   <p>PHONE #:</p> <p>FAX #:</p>
--	--

**Authorized Signature**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title of Signer)

**Notary**

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
(Notary public)

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**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ Corporation and that neither the Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
SIGNED

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
(Notary public)

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**DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF**  
**COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

*Bidders shall complete this form if they cannot certify that the bidder/contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.*

Name of the Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Has bidder been involved in investment activities in Iran? \_\_\_\_\_

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate) \_\_\_\_\_

If so, when did the first investment activity occur? \_\_\_\_\_

Have the investment activities ended? \_\_\_\_\_

If so, what was the date of the last investment activity? \_\_\_\_\_

If not, have the investment activities increased or expanded since April 12, 2012? \_\_\_\_\_

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? \_\_\_\_\_

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. \_\_\_\_\_

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):  
\_\_\_\_\_

I, \_\_\_\_\_ being duly sworn, deposes and says that he/she is the  
\_\_\_\_\_ of the \_\_\_\_\_ Corporation and the  
foregoing is true and accurate.

\_\_\_\_\_  
SIGNED

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
(Notary public)

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**FORM OF DISCLOSURE**

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE FIRM:

Name

Title


1. Does any Mamaroneck Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the firm? \_\_\_\_\_ If yes, set forth the basis upon which a financial interest exists in the firm:


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


3. Does any direct relative of a member of the Board, administrators, or staff possess any financial interest, directly or indirectly, in the firm (For purpose of this inquiry a direct relative is to be defined as a parent, spouse, child or sibling). \_\_\_\_\_ If yes, set forth below the Mamaroneck School District Board Member, administrator, or staff member whose relation possess an interest and the relationship:


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

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



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**FORMS TO BE SUBMITTED WITH BID**

- 1. Bid Proposal**
- 2. Acknowledgements**
- 3. Non-Collusive Certificate**
- 4. Form of Disclosure**
- 5. Certification of Compliance with The Iran Divestment Act**  
**OR**  
**Declaration of Bidder's Inability To Provide Certification Of Compliance With The**  
**Iran Divestment Act**
- 6. Proof of Insurance**