

IRVINGTON UNION FREE SCHOOL DISTRICT  
40 NORTH BROADWAY  
IRVINGTON, NEW YORK 10533

BID #: 2025-26C PAINTING

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BOARD OF EDUCATION  
IRVINGTON UNION FREE SCHOOL DISTRICT  
40 NORTH BROADWAY  
IRVINGTON, NEW YORK 10533  
WESTCHESTER COUNTY

NOTICE TO BIDDERS

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

**LABOR AND MATERIAL CONTRACT FOR:  
BID #2025-26C PAINTING - DISTRICTWIDE**

**Campus buildings including: Irvington High School, Irvington Middle School, Cafeteria Music Science Building, Library Gym Arts Building, Theater Gym Building, Campus Learning Pavilion, Facilities Garage – 40 North Broadway, Irvington NY  
Main Street School – 101 Main St, Irvington NY  
Dows Lane Elementary/District Office – 6 Dows Lane, Irvington, NY**

**April 7, 2025 – 11:00A.M.**

Bids for **Bid #2025-26C: PAINTING** for the term of July 1, 2025 through June 30, 2026, will be received until the above stated hour of prevailing time and date at the Business Office, 6 Dows Lane, Irvington, New York, at which time and place all bids will be publicly opened. Specifications and bid forms must be obtained by going online at:

[http://www.irvingtonschools.org/pages/Irvington\\_UFSD/District/Departments/1621583344150868738/BIDS](http://www.irvingtonschools.org/pages/Irvington_UFSD/District/Departments/1621583344150868738/BIDS) or by picking up a bid packet at the Business Office, 6 Dows Lane, Irvington NY. Only those vendors who obtain bidding documents from the above referenced sites are guaranteed to receive addendum information, if such is issued. If you obtained documents from a source other than the above referenced sites, the District will not guarantee the integrity of the document.

Bids must be presented on the proposal form in the manner designated therein and as required by the Specifications. All bids must be enclosed in sealed envelopes which are clearly marked on the outside with the Bid # and Description. Bids shall remain firm for a period of forty-five (45) days following the date of the bid opening.

The Board of Education reserves the right to waive any 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.

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

BOARD OF EDUCATION  
Irvington Union Free School District  
Business Office  
6 Dows Lane  
Irvington, New York 10533  
By: Carol Stein  
Purchasing Agent

## INSTRUCTIONS TO BIDDERS

1. Carefully inspect all general and special provisions of the bid documents.
2. Complete all forms. Be sure to sign in all required places. It is the bidder's responsibility to copy all documents that are to be returned with the bid (see Bidder's Checklist – page 29).
3. All materials submitted to the School District pursuant to this bid shall become the property of the School District and will not be returned to the bidder. The bidder is responsible for making its own copies of any or all parts of this document for its files.
4. Proposals must be presented in a sealed envelope addressed as follows:

<p>Board of Education Irvington Union Free School District 6 Dows Lane Irvington, New York 10533</p> <p><b>BID # 2025-26C: PAINTING</b></p>
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5. Bids shall remain open for a period of forty-five (45) days following the date of the bid opening.
6. Bids will be received until **11:00 A.M.. on April 7, 2025** at the Irvington School District, Irvington, New York. All bids will be publicly opened at the above-stated times at the School District's Business Office located at 6 Dows Lane, Irvington, New York.
7. The awarded contractor must comply with all New York State Labor Laws, including compliance with the current prevailing wage rates. All invoices must be accompanied by certified payrolls in order for payments to be processed.

## **BIDDING PROCEDURE AND REQUIREMENTS**

1. The date and time of bid opening will be given in the Notice to Bidders.
2. Bidders shall be responsible for visiting the respective sites to fully familiarize themselves with the scope of work required under this contract.
3. All bids must be submitted on and in accordance with forms provided by the Board and included in this document. The proposal sheets are not to be removed from the document.
4. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount will govern.
5. A Bidder shall not make any stipulations on the Bid Form or qualify its Bid in any manner. No Bid will be considered which purports to qualify, limit, amend or omit any requirement of the Bidding Documents.
6. A Bid shall include the legal name of Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. All required signatures shall be handwritten in ink with the full name of the person executing same. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature. A Bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed on the signature pages of each Form of Proposal. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
7. Bidders will provide, along with the completed Bid package, evidence demonstrating an ability to provide the requested services, including, if applicable, a list of any and all school districts of a similar size which they have served during the past five (5) years and a summary of their experience over at least five (5) years of successful completion of the services required herein in compliance with the applicable laws, rules and regulations of the State of New York.
8. Bidder must include a reference list, setting out the names of all school districts served by it with comparable services, and shall further set out the name and telephone number of each business official or other school district liaison/individual with respect to this item.
9. Proof of proper licensure and certification of each employee furnishing services pursuant to this contract shall be furnished to the School District upon award of bid.
10. All information required in the Notice to Bidders, Specifications and Bid Offer, in connection with each item against which a bid is submitted, must be provided to constitute a regular bid.
11. No alteration, erasure, or addition is to be made to the typewritten or printed matter. Any deviations from the conditions and specifications will constitute sufficient grounds for rejection of bid.

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. Facsimile, printed, or typewritten signatures are not acceptable.
13. No charge will be allowed for federal, state, or municipal sales and excise taxes since the School District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
14. All bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his/her bid deposited on time at the place specified. **HOWEVER, THE BOARD OF EDUCATION RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS TO BE BIDDING OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC BID, TO REJECT ANY AND ALL BIDS, TO RE-ADVERTISE AND INVITE NEW BIDS, OR TO ACCEPT THE WHOLE OR A PART OF A BID, OR TO ACCEPT PARTS OF BIDS FROM MORE THAN ONE BIDDER AS IN THE BOARD'S JUDGMENT, IS IN THE BEST INTEREST OF THE SCHOOL DISTRICT.**
15. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with specifications.
16. All bids must be sealed. All bids must be addressed to the Board of Education, Irvington School District. Bid envelopes must be clearly with the Bid # and Description. Also, the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the Bids will become the property of the School District and will not be returned.
17. **This contract will be awarded for the period July 1, 2025 through June 30, 2026.**
18. Bidders shall submit its bid on the provided Bid Form. Bidder's proposal shall include all costs associated with the work to be performed. Such costs shall include the necessary labor, equipment, materials, transportation and utensils to complete the work as required by the School District.
19. The successful bidder shall be responsible for complying with all laws, rules, regulations, codes and/or ordinances as they apply to this contract.
20. Bidders must comply with the prevailing wage rates that are applicable to this contract. All wages and supplements paid to laborers on this contract shall be in accordance with the New York State Department of Labor Prevailing Wage Schedule, specifically "General Construction Rates" for Westchester County. Prevailing Wage Rates are subject to change annually on July 1<sup>st</sup>. Awarded vendor is responsible to meet the wages as posted by NYSDOL July 1<sup>st</sup> every year.
21. Labor payments shall be only for time on the job site. Travel time shall not be included in the proposal cost.

22. The Irvington School District shall have the unilateral option of extending or renewing this contract for two (2) consecutive additional periods of twelve (12) months, each upon the same terms & conditions as are contained in this contract. The District each year will consider, upon request, an inflationary increase not to exceed the Consumer Price Index for December from the New York, Northeastern New Jersey area based upon index for all urban consumers (C.P.1-U). Said options shall be deemed to have been exercised upon formal written notification thirty (30) calendar days prior to the expiration of the contract provided that the Purchasing Agent shall have given preliminary notice of the Irvington School District's intention to renew at least sixty (60) calendar days before this contract is to expire. (Such a preliminary notice will not be deemed to commit the Irvington School District to exercise the option.) If the Irvington School District exercises the option for the first additional twelve (12) month period, the contract as renewed shall be deemed to include the option provision for the second additional twelve (12) month period. However, the total duration of this contract, including any option(s) under this clause, shall not exceed thirty-six (36) months.
23. Each bid will be received with the understanding that its acceptance, in writing, by the School District, approved by the Board of Education, to furnish any or all of the items described shall constitute a Contract between the successful bidder and the School District. The Contract shall bind the successful bidder to furnish the labor and material required at the prices and in accordance with the conditions of its bid.
24. The placing in the mail of a notice of award to a successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of Contract.
25. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the previous written consent of the School District.
26. The General Conditions, Specifications, Notice to Bidder, and Addenda shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract Documents" shall include all of the aforesaid together with the Contract itself.
27. Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.
28. It is understood that the Contract in no way excludes the School District from using its own forces, or services provided by other school districts or BOCES, or in any way limits the School District from using other contractors in performing similar or other services.
29. Bid results will be available only after awarded by Board of Education.
- 30. IRAN DIVESTMENT ACT**  
By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not

on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2013” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended. A Certification of Compliance form must be included with the Bid submission.

During the term of the Contract, should Irvington School District receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the School District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, the School District shall take such action as may be appropriate and provided for by law or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

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

## Qualifications of Bidders

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

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

- a) Bidder must possess and demonstrate facilities, knowledge and capabilities to satisfy all requirements of this contract.
- b) Bidders shall be knowledgeable and qualified to provide a wide range of service and/or repairs to the School District's equipment and/or facilities. Proof of said qualifications and specific training shall be furnished to the School District together with the bid. Employees who possess specialized training, skill or experience with the equipment on site shall be clearly noted with the bid.
- c) Each bidder must demonstrate that it is a responsible service and maintenance organization possessing adequate financial resources to accomplish the various services as described herein and that it has a satisfactory record of performance and integrity.
- d) Bidders shall be able to demonstrate at least (5) five years of continuous commercial service or maintenance work. References shall be provided as set forth herein. The School District reserves the right to request additional documentation or information from the bidders as a means of determining qualifications and/or responsibility.
- e) Bidder must include a reference list, setting out the names of all school districts served by it with comparable services, and shall further set out the name and telephone number of each business official or other school district liaison/ individual with respect to this item.
- f) Bidder must submit a list of names and addresses of any person or entity owning 10% or more of the company. Should any person or entity listed have ownership of another company, such information shall be disclosed. If bidder is a publicly traded corporation, the latest annual report listing all officers shall be provided.
- g) Bidder must be financially responsible, as demonstrated by:
  - a. A lack of pending lawsuits or substantive outstanding judgments or liens, including Federal or State tax liens.
  - b. No denials of performance bonds within the last seven years.
  - c. A satisfactory credit history as evidenced by a review that may be made by the School District.
  - d. Work performance on other projects.
  - e. Such other information as the Board of Education, in its sole discretion, determines is relevant to the responsibility of the bidder.
- 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 information presented.
- i) Contractor must have a safety program that is compliant with OSHA Regulations and Standards. The contractor shall make available for inspection their program and training documents.



### **INTERPRETATION OF BIDDING DOCUMENTS**

No interpretation of the meaning of the specifications or other Contract document will be made to any bidder orally. Every request for such interpretation should be made in writing, addressed to **Carol Stein, Purchasing Agent**, Irvington School District, 40 N. Broadway, Irvington, New York 10533, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all interpretations and any supplemental instructions will be sent to all bidders of record by the School District or its designee in the form of addenda to the specifications. All addenda so issued shall be sent by certified mail, return receipt requested, or by fax with receipt acknowledged, and shall become a part of the Contract documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligations under his/her bid submitted.

### **CONTRACT AWARD**

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

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

### **METHOD OF AWARD**

The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications. The Irvington School District guarantees no minimum or maximum purchases or contracts as a result of award of this bid. Irvington School District reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded by the Irvington School District Board of Education as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the sole discretion of the vendor and the vendor is only bound to any contract between the Irvington School District and the vendor. Vendor may not look to Irvington School District for payment in the event another municipality or authorized entity piggybacks on an Irvington School District awarded bid and orders equipment, materials or supplies, but fails to pay for them. Additionally, the Irvington School District reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it at any time.

The School District reserves the right to reject all bids; to reject any bid in whole or in part; to waive technical defects, qualifications, irregularities, and omissions if in its judgment the best interests of the School District will be served; and to reject bids and to purchase items on State or County contract as permitted by law if such items can be obtained on the same terms, conditions, specifications, and at a lower price.

If two or more Bidders submit identical bids as to price, the decision of the Board to award a Contract to one such Bidder shall be final.

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

### **GENERAL SPECIFICATIONS**

1. To provide skilled, experienced, prompt service to a wide variety of projects on an “on-call” basis and/or as required to complete the work described herein.
2. Work shall include troubleshooting, repair, replacement, installation, new work and general maintenance of equipment and/or facilities as the case may be.
3. The successful bidder must be equipped to provide emergency work within (2) two hours of the School District’s call for service and to commence non-emergency/new work within twenty-four (24) hours of the School District’s call for service or an agreed upon timeframe with the District, unless Technical Specification states otherwise.
4. In the event that the work cannot be performed as per time schedule by the successful bidder, the School District will seek consent of the Board of Education, in advance, to call upon the second lowest bidder to perform at his quoted price with no penalty to the lowest bidder.
5. The successful bidder shall comply with all rules and regulations of the School District and all directives issued by the School District.
6. Smoking will not be permitted anywhere on School grounds.
7. The successful bidder shall not have any contact or communication with any student or teacher.
8. Photo identification badges must be worn at all times that the successful bidder, its agents or employees are on-site rendering services or performing work.
9. Non-interference with Occupation of the Buildings and Premises:
  - (a) The Contractor must take into consideration the fact that the sessions of the school must be continued as usual during the progress of the work. The operation of the fire alarm, telegraph, the interior fire alarm system, gongs, bells and telephones must not be interfered with.
  - (b) Fixtures or essential parts of material or equipment shall not be removed until permission is given by the Director of Facilities and, in the case of replacements, not until the essential material or fixture therefore shall have been delivered at the building.
  - (c) The safety of the pupils and teachers requires that nothing shall be done to in any way block the streets in or about the exits, or the exits themselves. Neither shall there be any unauthorized interference with the free and unobstructed use of the hallways, stairways, toilets and rooms. When necessary for mechanics to work in any portion of the premises normally occupied by the school, application must be made, before entering therein, to the Director of Facilities who will perfect a working agreement with the principal of the school so that the work may be carried forward in a manner to interfere as little as possible with the school session.

- (d) Whenever work is carried on during school sessions, not more than one stairway shall be closed off from free and safe use of the pupils at any time, and this only after the written permission of the Director of Facilities has been obtained. No part of the building or premises shall be closed to the use of the occupants without the permission of the Director of Facilities. When such permission has been given, the Contractor shall provide and erect temporary partitions, barriers, etc., wherever required to insure absolute safety of the occupants of the building or premises.

**10. Under this contract, sub-contracting shall not be permitted without prior written approval by the School District.**

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

12. All labor shall be performed by skilled workmen and the Contractor shall not employ workers or means which may cause stoppage or delay in the work under this Contract or that of any other contractor or any work in or about the premises of these buildings or any buildings or premises under the control of the Board of Education.

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

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

- a. Date and time;
- b. Name of person performing work;
- c. On-job service time.

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

14. Necessary parts and materials shall be included in costs as stated in the Bid Form. If requested by the School District, the successful bidder will attach to each of its invoices a receipt and/or purchase order for the materials/parts purchased by the successful bidder. All parts shall be new and shall be equal to or better than the original equipment/material. Rebuilt parts may be used only with prior written approval of the School District. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the School District.

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

16. The successful bidder shall maintain an adequate inventory of new, original manufacturer's parts and materials so as to ensure prompt repairs or installations on

short notice. The successful bidder shall furnish the source and amount of such inventory.

17. Delivery must be made in accordance with the proposal and specifications. The decision of the School District as to reasonable compliance with delivery terms shall be final.
18. The School District will not accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency repair or installation.
19. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.
20. The successful bidder shall be responsible for delivery of items in good condition at the point of destination. The successful bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The School District will note for the benefit of successful bidder when packages are not received in good conditions.
21. 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.
22. Unloading and placing of the equipment inside the building is the responsibility of the successful bidder, and the School District accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to it. No help for unloading will be provided by the School District, and suppliers should notify their truckers accordingly.
23. The successful bidder shall not unreasonably encumber the site with materials or equipment during the performance of its work. Only materials and equipment which are to be used directly in the performance of the successful bidder's work shall be brought to and/or stored on the premises of the School District. After equipment is no longer required for its work, the successful bidder shall promptly remove such equipment from the premises of the School District. The successful bidder shall be solely responsible for the protection of materials and equipment stored on the premises from weather, theft, damage and all other adversity. The successful bidder shall at all times provide the proper housekeeping to minimize potential fire hazards, and shall provide approved spark arresters on all steam engines, internal combustion engines and flues. The successful bidder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by the performance of all of the Work being performed on-site and in the buildings. At the conclusion of the work, the successful bidder shall restore the premises to its original condition. This restoration shall include but not be limited to: cleaning the areas in which work was performed; removal of all waste, materials, rubbish, tools, equipment, machinery and surplus materials. If clean-up is not performed in accordance herewith, the School District may engage the services of a cleaning company each time the requirement is not met without further notification

to the successful bidder. The cost of such cleaning company, together with the cost of any custodial costs of the School District, will be charged to the successful bidder.

24. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:
  - Purchase Order Number
  - Name of Article
  - Quantity
  - Name of Successful Bidder
25. Cartons shall be labeled with purchase order number, successful bidder's name and general statement of contents. Failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.
26. No travel time will be paid. Payments will be made only for time on the job. All invoices must be accomplished by submission of detailed daily service tickets specifying time of arrival and departure and services rendered. The ticket shall be signed by an authorized representative of the School District. A copy of this ticket will be left with the signer. This service ticket shall be the basis for payment.
27. Invoices must be submitted within 30 days of service. Payment will be made only after correct presentation of claim forms and/or invoices with required supporting Documentation. They should include:
  - Invoice must reference purchase order # and School District work order #
  - Breakdown of labor, unit and material costs, as awarded. **All vendors are requested to pro-rate the awarded labor rates for purposes of billing ¼ and ½ hour increments where needed. The hours of the authorized work ticket must match those invoiced.**
  - Copy of vendor generated service ticket signed by School District employee
  - Certified payroll
  - Supporting documentation for parts, etc.
28. Payments of any claim shall not preclude the School District from making a claim for adjustment on any item found not to have been in accordance with the specifications.
29. No vehicle use will be paid in the normal course of transporting mechanics and materials to the job site. Bidders may submit a quotation for use of special vehicles. Successful bidders must obtain prior written approval from the School District for payment of special vehicle use.
30. The successful bidder shall pay its employees "prevailing rate of wage" as defined in Section 220 of the New York Labor Law, Schedule of Wage Rates. Prevailing wage rates are subject to change annually on July 1<sup>st</sup>. Awarded vendor is responsible to meet the wages as posted by NYSDOL July 1<sup>st</sup> year.

31. The successful bidder is to comply with all Federal, State and Local regulations relating to certification and licensure, labor, such as minimum hour wage, working conditions, insurance and safety factors in cases where installation of equipment is involved.
32. In accordance with Section 220-e of the Labor Law of the State of New York, it is agreed that:
- a. In the hiring of employees for the performance of this contract or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or sub-contractor shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, creed or national origin.
  - b. There may be deducted from the amount payable to the successful bidder a penalty of one hundred dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.
  - c. This Contract may be cancelled or terminated by the Board of Education and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.
  - d. The aforesaid provisions of this section shall be limited to operations performed within the territorial limits of the State of New York.
33. The successful bidder shall comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with same. The successful bidder shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the School District, its agents and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.
34. The successful bidder shall be licensed by the County of Westchester and local municipalities, where required.
35. All work must be performed and installed in accordance with the current edition of all applicable laws, rules, regulations and/or local codes.
36. The School District reserves the right to assign its personnel to assist the successful bidder's mechanics if the School District deems such assistance to be in its best interest.
37. The successful bidder shall purchase and maintain insurance which may arise from operations under the contract. Said policies shall be purchased in the amounts set forth in Appendix "A" to protect the Board against claims arising from or related to the operations of the successful bidder and its subcontractors.

The successful bidder shall pay all deductibles of Board's insurance for claims as a result of the negligence of the successful bidder.

Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

The successful bidder shall require all subcontractors to carry similar insurance coverages and limits of liability as set forth above and adjusted to the nature of subcontractors' operations and submit same to the Board for approval prior to start of any work. In the event successful bidder fails to obtain the required certificates of insurance from the subcontractor and a claim is made or suffered, the successful bidder shall indemnify, defend, and hold harmless the Board, its agents or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

38. Enclosed with the bid submission, the Bidder must include a letter from an insurance agent, broker, or carrier stating that no less than the minimum limits of insurance required in the Bid Request will be met. The name of the insurance company that will provide the mandated insurance will be stipulated. The insurance carrier must be licensed to do business in New York State.
39. All insurance certificates shall state that the policy will not be canceled nor coverage thereunder be reduced or limited without thirty (30) days prior written notice to the School District. It shall further state that a similar thirty (30) days prior written notice will be given to the School District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured successful bidder, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverages are excluded by endorsement or otherwise excepting such as appear in the standard printed policy itself. The School District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages and the successful bidder agrees to assist in obtaining any such desired information.
40. The successful bidder shall hold harmless, defend and indemnify the School District from all claims for damages to property and bodily injury, including death, which may arise from operations under the Contract(s), including but not limited to claims brought against the School District by third parties, employees of the School District, or employees of the successful bidder.
41. The successful bidder may, at the discretion of the District, be required to furnish labor and material bonds equal to 100% of the Contract to guarantee the faithful performance of such Contract. Such bonds shall be maintained in full force and effect until at least two (2) years after the Contract has been fully performed. The successful bidder shall furnish a labor and material payment bond meeting all statutory requirements of the State of New York. All Surety companies are subject to the approval of the School District and may be rejected by the School District without cause. Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the School



District in the School District's sole judgment. The bonds shall be executed by a responsible surety licensed to do business in New York with an A.M. Best Rating of "A-" or better as to Policy Holder Ratings, and "IX" or better as to "Financial Size Category." The bonds shall further be executed by a surety that is currently listed on the U.S. Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as amended. The performance bond and the labor and material payment bond shall each be in an amount equal to 100% of the Contract Sum. Every Bond must display the Surety's Bond Number and be accompanied by an original Power of Attorney, giving the names of Attorneys-in-fact, and the extent of their bonding capacity.

A rider including the following provisions shall be attached to each Bond: (1) Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the School District or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived; (2) Surety further agrees that in event of any default by the School District in the performance of the School District's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the School District, and the School District shall have thirty (30) days from time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to Lender and the School District. The successful bidder shall deliver the required bonds to the Owner prior to beginning work at the site, but no later than seven (7) days after execution of the Contract. Said bonds shall be in the form of AIA Form A312 1984 3<sup>rd</sup> edition, pages 1 through 6.

42. The School District may, in the School District's sole discretion and without prior notice to the successful bidder, inform the surety of the progress of the successful bidder's work and obtain consents as necessary to protect the School District's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with the successful bidder's work.
43. If the surety on any Bond furnished by the successful bidder is declared a bankrupt or becomes insolvent or its right to do business is terminated in New York or it ceases to meet the requirements of paragraph 39, the successful bidder shall within ten (10) days thereafter substitute another Performance and Payment Bond and surety, both of which must be acceptable to the School District.
44. The bonds, if requested, shall be furnished to the School District within thirty (30) days of the bid award. Failure to meet this requirement may result in termination of the Contract at the sole discretion of the School District.
45. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of

public enemies, fires, floods, acts of God, or for any other acts not within the control of the successful bidder, except for strikes or labor unrest, and which by exercise of reasonable diligence it is unable to prevent.

46. All labor shall be guaranteed for the period of one (1) year from the date of acceptance. Unless provided otherwise in the specifications, all parts offered on this bid shall be guaranteed for a minimum of one (1) year from date of delivery (or installation if required) against defective material or workmanship, and repair or replacement shall be made without delay. In cases where the usual guarantee period offered by the successful bidder and/or manufacturer on a particular item covers a longer period of time than one (1) year, the longer guarantee period shall be applicable.
47. Upon request, contractor shall submit an estimate before starting work, which the district will rely upon to issue a purchase order to the contractor. Any changes to the estimate during the performance of the work must be agreed to by the Director of Facilities or his designee and submitted with an estimate revision.
48. This contract may be terminated by the School District upon not less than seven (7) days written notice should the successful bidder fail substantially to perform in accordance with the terms of this contract through no fault of the party initiating the termination. Said failures shall include but not be limited to: failure to supply sufficient skilled workers or suitable materials or equipment to complete the Work in a diligent, efficient, timely, workmanlike, skillful, and careful manner; failure to deliver within the time specified, or within a reasonable time as interpreted by the School District, or failure to make replacement of rejected articles, when so requested, immediately or as directed by the School District; in this event, the School District may purchase from other sources to take the place of the item rejected or not delivered at the expense of the successful bidder; refusal or failure to correct deficient work performed by it; failure to make prompt payments to subcontractors for labor, materials, and/or equipment in accordance with the respective agreements between the contractor and the subcontractors; disregard of laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; disregard of the instructions of the School District (when such instructions are based on the requirements of the Contract Documents); bankruptcy or insolvency, or general assignment for the benefit of successful bidder's creditors, or where a trustee or receiver is appointed for Contractor or for any of its property, or filing of a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws; breaches any warranty made by the successful bidder under or pursuant to the Contract Documents; failure to furnish the School District with assurances satisfactory to the Owner evidencing the successful bidder's ability to complete the work in compliance with all the requirements of the Contract Documents; or failure after commencement of the work to proceed continuously with the construction and completion of the work for more than ten (10) days, except as permitted under the Contract Documents; failure to keep the Project free from strikes, work stoppages, slowdowns, lockouts or other disruptive activity; or otherwise does not fully comply with the Contract Documents; violation of the provisions of Labor Law section 220-e as applied to this contract and set forth herein.
49. The successful bidder shall have three (3) days from notice of its breach to cure said breach. Upon failure to cure, the School District shall have the right to take over the work

and complete the work at the expense of the successful bidder. In the event this contract is terminated, the successful bidder shall be compensated for work performed to the date of such termination in accordance with this contract.

50. The District may at any time, at will and without cause, terminate any part of the Contractor's work or all of the Contractor's remaining work for any reason whatsoever by giving three (3) days' written notice to Contractor, specifying the portion of the Contractor's work to be terminated and the effective date of termination.

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

- a. cease operation as specified in the notice;
- b. place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract;
- c. terminate all subcontracts and orders to the extent they relate to the Work terminated;
- d. proceed to complete the performance of the remaining work on its contract which has not been so terminated; and
- e. take actions that may be necessary, or that the District may direct, for the protection and preservation of the terminated Work.

## APPENDIX "A"

### INSURANCE

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the successful bidder hereby agrees to effectuate the naming of the School District as an additional insured on the successful bidder's insurance policies, with the exception of workers' compensation and errors and omissions insurance.
- II. The policy naming the Irvington Union Free School District as an additional insured shall:
  - Be an insurance policy from an A.M. Best rated "secured" or better, New York State licensed insurer;
  - Provide for 30 days' notice of cancellation;
  - The School District shall be listed as an additional insured by using endorsement CG 2010 11 85 or broader. **The certificate must state that this endorsement is being used. A copy of the endorsement(s) MUST BE attached to the C.O.I..**
  - The certificate of insurance must describe the specific services provided by the contractor (e.g., roofing, carpentry, plumbing) that are covered by the commercial general liability policy and the umbrella policy.
  - At the District's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. The contractor will provide a copy of the policy endorsements and forms.
  - If any or all components of this contract have been approved and assigned to a **Subcontractor**, the **Prime contractor** is responsible to the District to have the subcontractor provide the same insurance requirements as stipulated within this section, providing a CIO, naming the White Plains City School District as an additional insured for the scope of the work assigned. All terms and conditions in Appendix "A", Insurance apply.
  - State that the organization's coverage shall be primary coverage for the School District, its Board, employees and volunteers. -
- III. The successful bidder agrees to indemnify the Irvington School District for any applicable deductibles.
- IV. Required Insurance:
  - **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/\$2,000,000 aggregate.
  - **Automobile Liability**  
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - **Workers' Compensation**  
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
  - **Errors and Omissions Liability Insurance**  
\$1,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the successful bidder performed under the contract for the School District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. If the successful bidder is providing environmental services, the errors & omissions policy must be endorsed to include coverage for these services.

- V. The successful bidder acknowledges that failure to obtain such insurance on behalf of the School District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the School District. The successful bidder is to provide the School District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
- VI. The School District is a member/owner of the New York Schools Insurance Reciprocal (NYSIR). The Construction Manager further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the School District but also NYSIR, as the School District's insurer.

<b>COMPANY INFORMATION SHEET</b>
----------------------------------

NAME OF COMPANY: \_\_\_\_\_  
*Please Print*

ADDRESS: \_\_\_\_\_  
*Please Print*

\_\_\_\_\_  
*Please Print*

FEDERAL E.I.# \_\_\_\_\_  
Please attach a W-9 form if the bidder is not currently a vendor with the Irvington School District

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_  
*Please Print*

TITLE OF BIDDER: \_\_\_\_\_  
*Please Print*

EMAIL ADDRESS: \_\_\_\_\_  
*Please Print*

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

<b>ACCOUNTS RECEIVABLE CONTACT</b>
------------------------------------

NAME: \_\_\_\_\_  
*Please Print*

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_  
*Please Print*

<b>SALES/SERVICE CONTACT</b> <i>(if different from bidder)</i>
--

NAME: \_\_\_\_\_  
*Please Print*

PHONE NUMBER: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_  
*Please Print*

**BID FORM/PROPOSAL**

**BID #2025-26C: PAINTING - DISTRICTWIDE**

Name of Company: \_\_\_\_\_

***Bids will be awarded to the bidder submitting the lowest responsible bid based upon labor hours presented in whole or in part, as in the best interest of the Irvington Union Free School District.***

**LABOR RATES:**

Regular Hours Weekdays (8:00 a.m. – 4:30 p.m.) \$ \_\_\_\_\_ per hour

Overtime Hours Weekdays (4:31 p.m. – 8:00 am.) \$ \_\_\_\_\_ per hour

Saturday Rate \_\_\_\_\_ (12:01 a.m. – 11:59 p.m.) \$ \_\_\_\_\_ per hour

Sunday Rate \_\_\_\_\_ (12:01 a.m. – 11:59 p.m.) \$ \_\_\_\_\_ per hour

Holiday Rate \_\_\_\_\_ (12:01 a.m. – 11:59 p.m.) \$ \_\_\_\_\_ per hour

Please attach a separate sheet if different labor rates apply to different worker classes.

<b>**EQUIPMENT /INSTRUMENTS ARE INCLUDED IN THE HOURLY RATE**</b>
---

Cost related to above pricing shall include the labor, equipment, materials, transportation and utensils necessary to complete the work under the contract. All labor rates must be paid at the current prevailing wage rates. Prevailing Wage Rates are subject to change annually on July 1<sup>st</sup>. Awarded vendor is responsible to meet the wages as posted by NYSDOL July 1<sup>st</sup> every year.

Material Mark-up \_\_\_\_\_ %

(Represents the percent mark-up on the purchase of all material, supplies and equipment required to complete work outside of annual maintenance contract.)

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

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

Signature of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE:**

An invoice for work completed will not be considered ready for payment unless accompanied by a valid certified payroll. All incomplete invoices will be returned unpaid. Certified payrolls must be submitted within 30 days of work. Invoices must clearly delineate labor (date and time when work was done, number of men, number of hours and hourly rate) and material, and not be lump sum quotes. Purchase order numbers must be listed on all invoices.

IRVINGTON UNION FREE SCHOOL DISTRICT  
40 NORTH BROADWAY  
IRVINGTON, NEW YORK 10533

-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 Irvington School District Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the firm? \_\_\_\_\_ If yes, set forth the basis upon which a financial interest exists in the firm:

\_\_\_\_\_  
\_\_\_\_\_

2. Has the firm or any of its officers, directors, partners, or controlling principals possessed any interest in transactions heretofore entered into with the Irvington 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 Irvington School District Board Member, administrator, or staff member whose relation possess an interest and the relationship:

\_\_\_\_\_  
\_\_\_\_\_

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

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

Federal E.I. #: \_\_\_\_\_

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

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

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

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



IRVINGTON UNION FREE SCHOOL DISTRICT  
40 North Broadway  
Irvington NY 10533

**NON-COLLUSIVE BIDDING CERTIFICATION**

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies that he is complying with Section 103-e of the General Municipal Law, 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 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 a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with, provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) 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 of 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 the 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 subparagraph (a).

Any bid where such bid contains the certification referred to above shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name (print) \_\_\_\_\_ Title \_\_\_\_\_

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

IRVINGTON UNION FREE SCHOOL DISTRICT  
40 North Broadway  
Irvington NY 10533

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT  
ACT OF 2012**

(NY GENERAL MUNICIPAL LAW §103-g and NY STATE FINANCE LAW §165-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 hereto certifies as to its own organization, under the 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 state finance law.

The undersigned \_\_\_\_\_ (Name of authorized bidder signatory), make the foregoing certification, as the \_\_\_\_\_ (Title of authorized bidder signatory), of the \_\_\_\_\_ (Name of bidder), knowing that the Irvington Union Free School District, for which the accompanying bid or proposal is submitted, will rely upon my certification.

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

\_\_\_\_\_  
(Date)

## **BIDDER'S CHECKLIST**

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

	Company Information Sheet (page 21)
	Bid Form/Proposal (pages 22
	Form of Disclosure (page 23)
	Non-Collusive Certification Form (page 24)
	Certificate of Compliance with the Iran Divestment Act (page 25)
	References (page 3, Items 7 & 8)

## TECHNICAL SPECIFICATIONS

### SCOPE OF WORK

1. **A.** Painting work shall include, but not are limited to, the preparation and painting of all surfaces noticed on specifications.
- B.** Bidders shall review all areas of work before submitting quotes.
- C.** Contractor shall protect all existing finishes scheduled to remain, as well as all plants, walkways and roofs adjoining areas of work.

### SCHEDULE

1. **A.** Bidders are advised that other projects will be occurring concurrent with the work of this project. Coordination with other projects will be required.
- B.** Contractor shall provide owner with an area-by-area schedule within seven (7) days of contract approval by Board of Education.
- C.** There shall be no smoking on school premises.
- D.** All painting shall be completed no later than **AUGUST 27, 2025**, unless specifically agreed to by the Director of Facilities. Occasional work may be mutually agreed upon during a school recess period.

## PART 1 REQUIREMENTS

### 1.01 GENERAL REQUIREMENTS

The work shall include, but is not limited to the following:

- 1.Painting and varnishing interior surfaces as scheduled herein
- 2.Preparation of substrates to be painted
- 3.Protection of surfaces not scheduled to be painted

### 1.02 QUALITY ASSURANCES

#### A. Job Mock-Up

1. In addition to the samples, specified herein to be submitted for review, apply in the field at their final location, each type and color of approved paint materials to no less than 32 sq. ft. of wall or other surfaces, before proceeding with the remainder of the work, for approval by the School District.
2. These applications when approved will establish the quality and workman ship for the work of this section.
3. Repaint individual areas, which are not approved, as determined by the School District, until approval is received.

#### B. Reference Standards

- 1.American Society for Testing and Materials (ASTM)
- 2.American National Standards Institute (ANSI)
- 3.National Paint Varnish and Lacquer Association
- 4.Steel Structures Painting Council (SSPC)

### 1.03 SUBMITTAL

#### Samples and Product Literature

1. Submit three (3) of each of the following to the School District for review prior to delivery and installation.
  - a. Color is based upon Benjamin Moore (BM), and the paint manufacturer shall match to the selected colors.

b. At the School District's request, provide 6" x 6" boards on which the paint color selected by the School District has been applied. Boards shall be hard board, dry wall or plywood and fully labeled and identified.

2. Include with each sample submitted manufacturer's technical literature describing fully the material submitted, including manufactures color system and Material Safety Data Sheets.

#### **1.04 DELIVERY, STORAGE AND HANDLING**

Deliver materials to job site in the approved manufacturer's original containers and packages, bearing original labels with brand, type and color of paint clearly visible. Materials shall be identical to approved literature and samples submitted. Store paint and mix only in such rooms or spaces within the building as are assigned to the Contractor for such purposes. Keep storage place clean and neat. Cover floors of storage spaces with heavy building paper and tarpaulins.

#### **1.05 JOB CONDITIONS**

##### **ENVIRONMENTAL**

Ambient temperature of not less than 50 degrees F. shall be maintained in all spaces or locations, where this work is in progress. Work shall not be performed during any period of high humidity, which would prevent the attainment of satisfactory results from the painting operation.

##### **FURNITURE**

All furniture, file cabinets, etc. shall be **moved by contractor** as necessary so walls, etc. behind can be painted. Do not paint around any furniture or files.

### **PART TWO - PRODUCTS**

#### **2.01 MATERIALS**

##### **A. Painting products**

For use in the work, standard best or top brands produced for each particular kind of material required herein. These specifications are written around the following manufacturer:

Benjamin Moore (BM) (Paint and Varnish)

PPG Industries (PPG)

Sherwin Williams (SW)

In addition to the above listed manufacturers, the following manufacturers will be considered acceptable, provided that complete descriptive literature is submitted to the School District for approval describing each paint material, by giving a percentage breakdown of pigment and vehicle, and a percentage breakdown of each in turn. The School District shall be the sole judge as to the evaluation of which are acceptable equals and which did not conform to the standards.

Devoe & Reynolds

Pratt & Lambert

Glidden

##### **B. Spackling compound**

Finely ground, grit free when dry; shall be set without shrinkage to a smooth, hard, whites surface, and shall be sanded easily to take any finish.

##### **C. Patching plaster**

White non-shrinking, containing no lime and uniform in set and quality.

##### **D. Paint content restrictions**

Shall conform to all current requirements of EPA, OSHA, and all other federal, state and local codes and regulations having jurisdictions.

##### **1. Shall not contain lead compounds of which the lead content**

(calculated as Pb) is in excess of ½ of 1 percent of the total weight of the contained solids (including pigments, films, solids and dryers).

##### **2. Paintings, coating, and stains shall conform to the American National Standards Institute**

specification Z66.1.

3. Method of determination of concentrations of lead and quantities of mercury shall be in accordance with ASTM D-2088 and ASTM D-2206 respectively.

## **PART 3 - EXECUTION**

### **3.01 PREPARATION OF NEW SURFACES**

#### **A. GENERAL:**

1. Prior to installation of work, examine surfaces, which are to receive painting coats, and report conditions of surfaces, which are not properly prepared to receive work of this section. Start of work shall imply that work can be performed as specified herein.
2. Spaces - broom clean and surfaces dust free before painting is started. Before painting, plaster, greases and other extraneous matter, which would affect the finished work, shall be removed. Areas and/or spaces where painting work is being performed shall be maintained above 50 degrees F. during application and drying.
3. Do repairing of spackling of the surfaces necessary for proper application of paint. Surfaces shall be thoroughly dry and cleaned of oil, grease, dirt, rust, and shall be sand papered smooth and otherwise properly prepared.
4. Thoroughly dry and clean surfaces of oil, grease, dirt, rust, and where necessary properly prepare surfaces by sand papering smooth.
5. Take every precaution to prevent damage by fire. Storage and protection of materials shall conform to all regulations, code and ordinances having jurisdiction.
6. Mask hardware, lighting fixtures, switch plates and the like before painting and afterwards remove masking.

#### **B. MASONRY:**

1. Thoroughly clean masonry and other absorptive surfaces to be painted of grit, efflorescence, grease, dirt and release agents who will adversely affect the adhesion or appearance of the paint finish. Scrape or grind fins and protrusions and patch holes and cracks flush with the surface. Rake joints clean.
2. Masonry construction shall be cured for 30 days before painting.

#### **C. GYPSUM DRY WALL:**

Scratches, cracks, holes, indentations, gouges, and similar defects in surfaces shall be properly cut and filled with spackling compound, patching plaster and other patching material as may be required, and brought to a smooth, flush surface.

#### **D. WOOD:**

1. Woodwork to be painted shall be sand papered to remove roughness, loose edges, splinters or splinters, and then brushed to remove all debris. Oil or grease should be removed with a suitable cleaner. Knots and sappy streaks, or spots shall be given two (2) thin coats of shellac, and lightly sand papered when dry.
2. Fill cracks, nail holes and surface defects in woodwork with putty or plastic wood after the priming coat and filler have been applied. Putty or plastic wood filler shall be brought up flush with the surface and sand papered smooth.

#### **E. METALS:**

1. Wash metal surfaces with solvent to remove dirt or grease before applying materials as per SSPC SP-1. Where rust or scale is present, remove by power tools as per SSPC SP-3 before painting. Clean shop coat of paint that becomes marred and touch up with the primer originally used. Interior metal not exposed to view, finish by hand tool as per SSPC SP-2.

2. Wipe down galvanized metal surfaces so those surfaces are free of dirt, grease or foreign matter.
3. Clean shop or prime coated metal surfaces of foreign matter as described above, and bare and rust spots as per SSPC SP-3 and re-prime as required.
4. Fill dents, cracks, hollow places, open joints and other irregularities in metal work to be painted, with approved metal filler suitable for the purpose, and after setting, sand to a smooth hard surface and spot prime.

#### **F. MECHANICAL AND ELECTRICAL ITEMS:**

1. Apply to pipe and duct coverings heavy coat of glue size before other paint applications, except when sized under the work of other sections. Add glue to size, and to each **coat** of paint applied there after, a sufficient amount of a fungicidal agent to render the fabric mildew-proof. The Fungicidal agent shall be a type, which will not adversely affect the color, texture, or durability of the paint.
2. Apply to exposed panel boxes, electric cabinets, piping ducts, and other mechanical and electrical work and equipment in finished spaces, one (1) prime coat and then finish to match walls and ceilings on which or near they are located.
4. Paint inside of ductwork visible through louvers, registers, etc. Color shall be matte black.

#### **G. PREPARATION OF EXISTING SURFACES FOR REPAINTING:**

1. Surfaces shall be properly prepared to receive paint. Spaces shall be broom clean before painting is started, and the surfaces to be painted shall be dry.
2. Examine existing surfaces and, where the existing coating is in poor condition as determined by the Owner, remove the existing coating and methods of surface preparation shall be similar to those employed for new work.
3. Plaster and having patching plaster applied to cracks, gouges and other imperfections shall repair gypsum dry wall surfaces.
4. Masonry-remove loose and non-adhered paint using wire brushes, sandpaper and other means and methods to properly prepare surface to receive new paint.
5. Ferrous metal surfaces-wire brushed and scraped removing rust, and if corrosion is present under the film, the old paint as well. Areas to be sanded with rough material to provide a surface for the new coating.
6. Woodwork-where the existing paint or varnish is intact, only the removal of dirt and dust is necessary before applying paint. Loose paint or varnish, curled edges, and paint which is peeling or in any way not intact, shall be removed by scraping and/or wire brushing. Paint and varnish remover may also be employed. Areas shall be sand papered with care taken to featheredge the boundary of intact paint. Glossy surfaces shall be sand papered to assure good adhesion of the new paint or varnish.
7. Trim on all interior-painting areas is to be included.
8. Ceilings are not included, unless otherwise specified.

### **3.02 WORKMANSHIP**

- A.** Apply paint or varnish using skilled mechanics, performing work in accordance with the best practices, which are consistent with the surfaces being finished and the types of materials being applied. Painting or varnishing materials shall be free of skins, lumps or foreign matter, and the solids kept well stirred in the vehicle materials while being applied.
- B.** Paint or varnish shall be evenly and smoothly spread or flowed on, and free of runs, drips, sags, crawling, brush marks and clogging of angles. Do not apply successive coats until the preceding coat is thoroughly dry and hard.
- C.** Stir, blend, tint, thin and apply in accordance with the manufacturer's directions, with each coat a different tint from that of the preceding coat. Final coat shall be the exact shade and texture as

represented by the sample previously selected and approved by the School District. Where two-coat work is specified, tint the first coat toward the final color.

**D.** Each coat shall be thoroughly dry before succeeding coats are applied. Allow a minimum of 24 hours between coats on any surface, unless otherwise specified by the manufacturer.

**E.** The numbers of coats specified are in addition to any priming or other coats specified under the various sections. Painted surfaces shall receive at least one (1) priming coat and two (2) finishing coats, unless otherwise specified. All painted and varnished surfaces shall receive a minimum dry film thickness of not less than 5 mils. Varnished surfaces will receive two (2) coats (no prime coats). When materials and surfaces are delivered and installed and have factory applied prime coats, then the prime coat shall be touched up as required and then two (2) finish coats applied.

**F.** Hardware, lighting fixtures, switch plates and the like, shall be masked before painting and removed after painting.

**G.** In the painting of movable or operating parts does not apply paint to sliding contacts and the like, where the bare material is necessary for proper operation. Remove paint applied to such surfaces.

**H.** Provide and use a sufficient number of drop cloths and exercise care to protect finished surfaces of floors and other work, and immediately remove spatter, and drippings from such surfaces. Take care when painting adjacent to other finished surfaces, furnishings and equipment.

### **3.03 PAINTING SCHEDULE**

#### **A. Brand Names**

The brand names of the various materials specified are those cited as a standard of quality. Other materials proposed for use shall be equivalent to those specified in every respect and in each case shall be subject to review by the School District in writing. All materials, factory mixed and tinted to selected colors.

#### **B. Closets**

Finished the same as adjoining rooms, unless otherwise specified with other surfaces finished the same as nearest or adjoining surfaces, unless otherwise shown, e.g. recesses, returns, reveals, soffits and fascias.

#### **C. Colors and glosses to be determined by the School District.**

#### **D. Interior spaces (new and existing)**

##### **1. Metal Stairs, Ladders**

1 coat PPG Speedhide inhibitive primer

2 coats PPG Florhide

or

1 coat BM Alkyd enamel underbody

2 coats BM Porch and Floor enamel

or

1 coat SW Hi-Hide primer

2 coats SW Floor enamel

##### **2. Primed and Unprimed Ferrous Metal Exposed to view (frames)**

1 coat PPG Speedhide inhibitive primer

2 coats PPG Polyester-Epoxy Gloss coating

or

1 coat SW Hi-Hide rust inhibitive metal primer

2 coats SW Kem-Lustral semi-gloss enamel

##### **3. Gypsum Dry Wall or Plaster**

1 coat PPG Speedhide Latex primer

2 coats PPG Speedhide Lo-Sheen alkyd (new surfaces)

1 coat PPG Speedhide Lo-Sheen alkyd (previously painted surfaces)

or



- 1 coat BM latex underbody
- 2 coats BM Regal Aqua velvet eggshell (new surfaces)
- 1 coat BM Regal Aqua velvet eggshell (previously painted surfaces)
- or
- 1 coat SW Pro mar Latex wall primer
- 2 coats SW Pro mar alkyd semi-gloss (new surfaces)
- 1 coat SW Pro mar alkyd semi-gloss (previously painted surface)

#### **4. Concrete masonry Units**

- 1 coat PPG Speedhide Masonry block filler
- 1 coat PPG Speedhide Lo-Sheen alkyd enamel
- or
- 1 coat BM Fill-coat filler
- 2 coats BM alkyd Dulamel
- or
- 1 coat SW Pro mar block filler
- 1 coat SW Pro mar alkyd semi-gloss

#### **5. Wood (Painted)**

- 1 coat PPG Speedhide QD Undercoater
- 2 coats PPG Speedhide Lo-Sheen enamel
- or
- 1 coat BM alkyd enamel underbody
- 2 coats BM porch Duramel Eggshell enamel
- or
- 1 coat SW wall and wood primer
- 2 coats SW Pro mar alkyd eggshell enamel

#### **6. Wood (clear transparent finish)**

- 1 coat Sealer
- 2 coats Matt Finish Polyurethane
- Sand with steel wool between coats

#### **7. Wood (stained finish open grain)**

- (for close grain wood delete filler)
- 1 coat P & L Paste Filler
- 1 coat P & L Tonetic Wood Stain
- 2 coats clear satin Polyurethane
- or
- 1 coat BM Benwood wood filler tinted
- 1 coat BM Benwood Penetrating stain
- 2 coats clear satin Polyurethane
- or
- 1 coat SW Paste wood filler
- 1 coat SW Oil Stain
- 2 coats clear satin Polyurethane

#### **8. Canvas Cover (over insulation pipes/ducts exposed to view)**

- 1 coat PPG Speedhide Emulsion Sealer 6-2
- 1 coat PPG Speedhide Latex flat
- or
- 2 coats BM latex flat
- or
- 2 coats SW Pro Mar latex flat

#### **9. Uncovered Pipes (not containing heat exposed to view)**

- 1 coat BM primer
- 2 coats BM alkyd semi-gloss
- or
- 1 coat SW Kem Kromik metal primer
- 2 coats SW Pro Mar Enamel semi-gloss
- or
- 1 coat PPG Speedhide inhibitive primer
- 2 coats PPG Speedhide Lo-Sheen alkyd enamel

**10. Ductwork (expand to view, or behind registers or grills)**

- 1 coat BM IronClad Galvanized Metal Latex Primer (155)
- 1 coat BM IronClad Quick Dry Industrial Enamel (071)

**SPECIFICATIONS FOR EXTERIOR PAINTING OF PAINTED SURFACES AND VARNISHING HAVE NON-PAINTED WOOD SURFACES**

**1. ALL** exterior painted or varnished woodwork and trim shall be properly prepared in a manner acceptable to the owner and when it is dry, clean, and smooth shall be painted or varnished as existing with **TWO (2) COATS (PRIME COAT AND SECOND OR FINISH COAT OF DIFFERENT SHADES).** **SEE ITEM #2.**

**A. ACCEPTABLE PAINT PRODUCTS**

Pittsburgh Paints - Speed Hide or Sunproof  
 Sherwin Williams - SWP Exterior Gloss  
 Benjamin Moore - Moor's House Paint  
 Dutch Boy - Sash and Trim

**B. ACCEPTABLE VARNISH PRODUCTS**

Benjamin Moore - Improve Spar Varnish  
 Last and Last Urethane Varnish

**C. SUBSTITUTION OF PRODUCT**

Substitution of products other than the above, MUST BE APPROVED BY REPRESENTATIVES OF OWNER PRIOR TO AWARDING

CONTRACT. CONTRACTOR SHALL PROVIDE SPECIFICATIONS FOR ALL SUBSTITUTE MATERIAL WITH HIS QUOTATION.

**2. EXTERIOR AREAS TO BE PAINTED**

Areas to be painted or varnished shall be DOORS AND TRIM ONLY unless otherwise specified. NO windows unless specified.

**EXTERIOR**

**Exterior Surfaces (including all exterior doors)**

**1A. Wood (painted)**

- 1 coat Moorwhite Primer 100 (solvent thinned)
- 2 coats Moorguard Latex House and Trim Paint 096 (new wood)
- 1 coat Moorguard Latex House and Trim Paint 096 (previously painted wood)

**B. Wood (varnished)**

- 2 coats of Benjamin Moore Impervo Spar Varnish
- or
- Last & Last Urethane Varnish

**2. Factory Primed Ferrous Metals**

- 1 coat PPG Speedhide inhibitive primer (lead free)
- 2 coats PPG Sunproof House and Trim Paint
- or
- 1 coat BM iron clad Retardo Rust Inhibitor

2 coats BM Pentaflex

or

1 coat SW Kem Kromik Metal Primer coats SW Pro mar in alkyd house paint or metaltex semi gloss. For factory primed ferrous metal touch-up prime coat as required and apply two (2) coats

**3. Galvanized Metals**

1 coat PPG Galvanized Steel Primer

2 coats PPG Sunproof House and Trim Paint

or

2 coats SW Metaltex semi-gloss

**A.** Work under this section shall not check, crack, peel or discolor or have other defects due to improper materials or workmanship or improper preparation of the surfaces. Unsatisfactory work shall be refinished at no additional cost to the School District.

**B.** When so directed, retouch where necessary, and restore where damaged or defective, and clean off paint spots from floors, walls, finished hardware, glass and other surfaces not scheduled to receive paint, and shall leave surfaces clean and in a satisfactory condition.

**C.** Acceptance shall be governed by body finishes and colors. Apply additional coats as required to produce proper finish and coverage.

**D.** Protect this work and the work of other trades against damage or injury by the materials, tools and equipment used in connection with the painting operations, shall be repaired at no additional cost to School District and to the School District's satisfaction.

**E.** All areas will be cleaned and all materials and containers removed after completion of work.

**Contact Mr. R. Pittore Director of Facilities, if there are any questions (914) 269-5080.**