

CONTRACT  
AND  
SPECIFICATIONS

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For: GARAGE DOOR MAINTENANCE & REPAIR SERVICE CONTRACT

Date: JUNE 18, 2020 @ 11AM

No. 2-2020



INC. VILLAGE OF  
LYNBROOK NASSAU  
COUNTY, N.Y.

## Garage Door Maintenance and Repair Service Contract

The Village of Lynbrook is requesting proposals from qualified bidders and recognized organizations competent in this field to submit quotes for the maintenance and on call repair services for the 23 Village owned Garage doors. It is the intent of this contract to engage a contractor to provide service for the efficient, trouble free operation of overhead doors and gates. The doors range in size from roll down counter gates to double wide commercial garage doors. The contract term is 24 months, with a mutually agreeable 12-month extension. This is a living wage contract which include certified payrolls to be submitted for payments.

The Village will determine the award by the cost of the following;

- Semi-annual inspection and minor service
- Percentages of mark up for overhead and profit
- Hourly labor cost per worker for on call repairs, Monday- Friday
- Hourly labor cost per worker for emergency on call repairs

The selected contractor must be able to perform 51 % of work with own resources, tools, lifts and ladders.

Instruction to Bidders

Each bid is to accompanied with a 5 % bid bond

Acceptable references

Accord certificate for General Liability, Workers Compensation indicating current limits

The selected contractor will be required to provide a performance bond equal to 10 % of the contract or a certified bank check for \$ 5,000, returnable at the successful conclusion of the contract. The selected contractor will be required to provide insurance limits of 1,000,000, 2,000,000 in General liability and Property Damage.

All work carries a 1-year labor and 2-year materials warranty from the date of work

## SPECIFIC CONDITIONS:

The contract is for the service and repairs for 28 Village owned overhead and roll up garage doors. Specially they are as follows; All measurement is estimated and should be reviewed prior to bid submission.

## SEMI- ANNUAL INSPECTION and SERVICE

- Inspect the safe operation of each door
- Inspect all tension coils and springs
- Make necessary adjustment to limits and stops for proper opening and closing
- Inspect all chains replace or adjust if needed
- Inspect and tighten all fasteners on all doors
- Lubricate and clean tracks, bearing and other moving parts
- Tighten and secure all fasteners for the shrouds and motor covers
- Check and test closure safety pads and coil wires
- Prepare and submit report on testing, inspection and deficiencies to owner

## DOORS and GATES

- 6, @ 18 by 18 ft tall automatic roll up,
- 4, @ 12 by 13 ft tall automatic insulated sectional doors with coil tension wire
- 3, @ 12 by 10 ft tall manual insulated section doors
- 1, @ 12x 13 ft tall manual insulated section door
- 4, @ 12 x 12 roll automatic roll up
- 1, @ 10 x 10 manual roll up
- 2, @ 10 x 12 automatic roll up
- 2, @ 5 x 8 manual roll up
- 3, @ 10 x 7 manual roll up
- 2, @ 4 x 11 automatic roll up gate, interior
- 1, @ 4 x 8 automatic roll up gate, interior

## MOTORS

### Sanitation Garage (4 electric doors)

- Model 383444, ¾ hp
- Model GH-50-11-B2, ½ hp
- Model GH- 75-11-B2, ¾ hp
- Model GH-50-11-B2, ½ hp

### Mechanics Garage

### Mechanics Garage (4 electric doors)

- Model LR22132, 1/3 hp (2)
- Model C48C35F21, ½ hp
- Model 324P220, ½ hp

Highway Garage (6 electric doors)

- Lift Master ,1 ½ hp, single phase,

Lynbrook Fire Dept. (2 electric doors)

- Lift Master, Model # F48H24B21, ½ hp

Village Hall (2 electric interior gates)

- Robert Master Unititan F 115V

SAMPLE OEM SHEETS ATTACHED, Owner's manual to be supplied to selected contractor

#### CONTRACTOR' S RESPONSIBILITY:

The contractor shall supervise and direct the work and will be responsible for the means and methods. The contractor is sole responsible to provide competent, suitable qualified personnel to perform the inspections and construction and repairs. The contractor shall replace, when and if necessary, any parts or materials with the existing models. Any substitution of materials occurs it must be approved by the owner. The contractor is responsible for any cutting and patching. If any work appears faulty the owner has the right to reject the work.

All pricing is to include any and all portion of travel transportation of materials for the contractor and estimators. The contractor is required to provide a schedule of dates for the semi-annual service and inspection. The contractor must be able to respond to on-call service requests with-in 72 hrs.

There is a 5 % retainage fee based upon each payment request. The retainages are payable at the completion of the term of the contract. Upon which time the contractor shall submit a final application for payment.

The Village may terminate the contract with a written notice, which termination could occur if the contractor fails to perform, or is dissolved or work is unfinished, fails to supply skilled labor, etc.

Any additional questions about the bid should be directed to the Superintendent of Public Works at 516 599 8838 of [PHealey@lynbrookvillage.com](mailto:PHealey@lynbrookvillage.com) ;

BID:

ITEM # 1

Cost to perform semi annual inspection and routine maintenance for all equipment @ \$

Written:

ITEM # 2

Hourly Labor Cost during routine Work Hours and Days @ \$

Written:

Item # 3

Hourly Labor Cost for overtime hours weekends, holidays @ \$

Written:

Item # 4

Percentage of Markup for materials for overhead @ %

Written:

Item # 5

Percentage of Mark up for Profit @ %

Written:

Signature

Title:

Date:

Offer shall comply and strictly adhere to the specifications. Any deviation from the specifications and any of the conditions and instructions of this invitation to bid shall automatically disqualify any bid made.

In the event bidder wishes to submit a counter or alternate proposal or wishes to suggest, offer or require changes, a request in writing 48 hours prior to the date specified for opening of bids may be made to The Board of Trustees, setting forth the exact nature of the request pertinent to this invitation to bid.

**FOR CONTRACT AND SPECIFICATIONS NO. 2-2020**

**DATED: June 18, 2020 @ 11AM**

**FOR ITEM: GARAGE DOOR MAINTENANCE & REPAIR  
SERVICE CONTRACT**

**OFFER FROM BIDDER**

**Non-Collusive Bidding Certification:**

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 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.
- (4) The bidder must disclose any other person, partnership or corporation submitting a competitive bid quote on which they are an Officer, Director or Trustee.

Certified before me this

**SIGNATURE OF BIDDER & TITLE:**

.....day of ..... 20 .....

Notary Public

..... Title \_\_\_\_\_

(use reverse side to continue your offer.  
Do not use separate sheet)

INCORPORATED VILLAGE OF LYNBROOK  
Lynbrook, New York 11563

SEALED BID FOR  
CONTRACT AND SPECIFICATIONS

No: 2-2020

Dated: June 18, 2020 @ 11AM

For: GARAGE DOOR MAINTENANCE & REPAIR SERVICE CONTRACT

will be received by the Board of Trustees of the Village of Lynbrook at the Village Hall until 11AM Prevailing Time, on  
11 AM at which time they will be publicly opened and read.

No bids will qualify except on the blanks furnished by the Incorporated Village of Lynbrook.

The information for bidders, form of proposal, form of performance bond and general conditions may be obtained at the Office  
of the Village Clerk, Village Hall, Lynbrook, New York.

The Board of Trustees reserves the right to reject any and all proposals if they are not in the best interest of the Incorporated  
Village of Lynbrook

No bid shall be withdrawn pending the decision of the Board of Trustees.

Dated:  
Lynbrook, N.Y.

BY ORDER OF THE BOARD OF TRUSTEES  
INCORPORATED VILLAGE OF LYNBROOK  
LYNBROOK, NEW YORK 11563

.....JOHN GIORDANO .....  
Village Administrator

INCORPORATED VILLAGE OF LYNBROOK  
Lynbrook, New York 11563

Dated: JUNE 18, 2020 @ 11AM

No: 2-2020

**SPECIFICATIONS FOR**

**ITEM: GARAGE DOOR MAINTENANCE & REPAIR SERVICE CONTRACT**

It is the intent of these specifications that wherever a particular manufacturer or brand name is used, the bidder may supply any other manufacturer or brand name, provided that such product is reasonably equivalent to that named in the specifications.

INCORPORATED VILLAGE OF LYNBROOK  
Lynbrook, New York 11563

**INSTRUCTIONS TO BIDDERS**

The UNDERSIGNED BIDDER has carefully examined the invitation for bids and the applications, instructions, terms and conditions hereinafter set forth, and OFFERS AND AGREES to be binding. If this bid is accepted by the Board of Trustees of the Inc. Village of Lynbrook, within 30 days from the date of the opening of the bids to furnish any or all of the items and service upon which prices are quoted in the quantities and at the price here above set forth, in accordance with said instructions, terms and conditions.

Bidder guarantees delivery or installation date..... days after award of bid.

NOTE: This date is of the essence of this agreement and failure to keep this date may cause contractor to be in default, at the option of the Village of Lynbrook.

Name of Bidder

Address

Signature of person authorized  
for corporation

Title

1. Sealed proposals will be received by the Village Clerk of the Incorporated Village of Lynbrook, Lynbrook, New York, until \_\_\_\_\_ at the office in the Village Hall, for work, labor, supplies materials, equipment or service set forth below.

2. Bidders will be held to strict compliance with such Notice to Bidders and Specifications.

3. Bids must be submitted on forms attached hereto in opaque and sealed envelope bearing on the outside only the name and address of the bidder, and the name of bid and due date.

Bids which are incomplete, obscure, or conditional will be rejected as not meeting bid specifications.

4. All bids received after the designated time as stated in the Notice to bidders, will not be considered by the Board of Trustees and will be returned to the bidder unopened.

5. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the Incorporated Village of Lynbrook whether sent by mail or by means of personal delivery; the bidder assumes responsibility for having his bid deposited with the Village Clerk of the Incorporated Village of Lynbrook.

6. All sections of the contract documents attached hereto, or indicated to be included in the specifications shall govern the performance and execution of the work to be done and for the services to be rendered under this contract.

7. The submission of a bid by a contractor will be construed as indication that he is fully informed to the extent and character of the work, labor, supplies, materials, equipment or services required, and can perform the work, furnish the supplies, materials, equipment or services satisfactorily to the full intent of the Specifications without any extras. His bid shall include the furnishing of all labor, materials and equipment as required by the work to be done or the services to be rendered.

8. The Board of Trustees of the Incorporated Village of Lynbrook, reserves the right to reject or accept any and all bids and to waive defects or informalities in any or all bids if it is deemed to the best interest of the Incorporated Village of Lynbrook. Delivery date is most important and will be considered in determining a successful bidder.

9. The Board of Trustees reserves the right to award bids on individual items or on total sum bids whichever, in the opinion of the Board of Trustees, will be for the benefit of the Inc. Village of Lynbrook.

10. The award of the contract shall be made according to the law as soon as practicable after the public opening of bids, within 30 days.

11. No bid will be considered from any person who is in arrears to the Village of Lynbrook, or who is in default, as surety or, otherwise upon any obligation to the Inc, Village of Lynbrook, nor shall a bid be considered from any contractor whose performance of any previous contract with the Village of Lynbrook has been unsatisfactory in the opinion of the Board of Trustees.

12. Each bid must be accompanied by a certified check in the amount of (10%) percent of the gross amount of the bid unless otherwise specified in the general specifications, exclusive of alternate bids, upon a National or State Bank, payable to the order of the Inc. Village of Lynbrook, or a bid bond by a recognized surety company licensed to do business in the State of New York in an amount not less than 5% of the gross amount of the bid exclusive of alternate bids as guarantee that the bidder will execute the contract and commence performance of the contract in the stipulated time if such contract should be awarded to him. The check or bid bond of all except the successful bidder will be returned to the person, firms or corporations making the same within ten days after the award of the contract. The successful bidder upon his failure or refusal to execute the contract and deliver the bond required within 30 days after he has received notice of acceptance of his bid, shall forfeit to the Village as Liquidated damages for such failure or refusal, the security deposited with his bid or if the security be a bid bond, the said bond shall be deemed defaulted.

13. The notification in written form, of the successful bidder by the Board of Trustees, of the award of the bid will be deemed an acceptance by the Board of Trustees of the offer of such bidder to furnish according to contract and shall be binding to both parties.

14. Simultaneously with the awarding of the contract the successful bidder shall be required to deposit the Board of Trustees a bond by a surety company licensed to do business in the State of New York in the amount of the contract or payment of \$3,000. which may be retained by the Board of Trustees until the full performance of the contract as security for the faithful and timely performance of the contract. Within 10 days after the Inc. Village of Lynbrook has received, in satisfactory condition and in compliance with the specifications, all materials, supplies, or equipment which the contractor is required to furnish or services performed under this contract, whether in one shipment or in several shipments the Inc. Village of Lynbrook will return to him his bond.

15. The amount of the deposit of the Contractor, or as much thereof as may be applicable to the amount of the award made to him, shall be applied pursuant to the following sentence of this paragraph in the event of any default in the performance of such contract by such Contractor. The Contractor shall be liable for and agree to pay on demand to the Inc. Village of Lynbrook the difference between the price bid by him and the total of the price for which such contract shall be subsequently re-let, the cost, if any, of such re-letting, and any other consequential damages, less the amount of this deposit. If the difference between the price bid by him and the total price set forth in the preceding sentence shall be less than the amount of such deposit, the difference thereof shall be returned to such Contractor. A plea of mistake in such accepted bid shall be available to the Contractor for the recovery of his deposit or as a defense to any action based upon the contract resulting from the acceptance of his bid by the Inc. Village of Lynbrook.

16. Any performance bond provided shall be maintained in full force and effect until this contract shall have been fully completed and accepted. The cost of the bond shall be paid for by the Contractor.

17. Payment will be made by the Inc. Village of Lynbrook after presentation of a bidder's itemized invoice and proof of service or delivery, both attached to a properly itemized official voucher of the Inc. Village of Lynbrook which must be submitted subsequently to delivery.

18. Purchases or services by the Inc. Village of Lynbrook are not subject to any sales, State or Federal Excise Tax.

19. The Inc. Village of Lynbrook reserves the right to require any bidder to furnish and submit either before or after the awarding of the bid, samples to ascertain whether or not the product of services will be suitable for the purpose for which it is to be used or to submit names and addresses of place where bidder has performed work or services.

16. The successful bidder shall pay all freight and delivery charges to the Village of Lynbrook. The successful bidder shall be responsible for delivery to Lynbrook, NY of the merchandise in good order and condition in compliance with the Specifications. All damaged merchandise or merchandise which does not comply with the Specifications will not be accepted. Acceptance of delivery shall, however, not be deemed a waiver of the right to reject said improper or damaged merchandise. The successful bidder must replace such damaged merchandise or merchandise which does not comply with the Specifications before payment is made.

17. The delivery date or date of completion shall be the essence of this agreement. Failure to deliver or complete on time may result in the inability of the Inc. Village of Lynbrook to perform its functions as required by law. Therefore, the Contractor shall be liable to the full extent of performance bond as liquidated damage in the event of the late delivery or late completion, except for default by virtue of acts of God, strikes or lockouts, or war only.

18. Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract:

- (a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling or submitting bids to or receiving awards from or entering into any contacts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

19. The successful bidder or his insurance company shall assume the defense and indemnity of and save harmless the Village, its officers and employees for any and all claims or lawsuits for personal injury or property damage arising out of his products, completed operations, or work or by the work or products of his subcontractors.

20. On all construction, service, or product purchase contracts the successful bidder shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the bidder's work, operations, products, or completed operations under the contract, whether such work, operations or products be provided by himself or by a subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

- a) Claims under worker's compensation, disability benefits and other similar employee benefit acts;
- b) Claims for damages because of bodily injury, sickness or disease, or death of any person; said policy shall be endorsed with an Additional Insured endorsement naming the Village of Lynbrook, its Officers, and its Employees as a covered entity; and
- c) Claims of damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- d) Any claims for damages arising from products or completed operations provided by a bidder whose contract calls for the provision of products, construction work or operations to the Village.

In the case of a products purchase contract, compliance with subsection a) shall not be required.

The insurance required herein shall be written for not less than limits of liability in the amount of \$1,000,000.00 or in such other amount as may be specified in the contract documents.

Evidence of insurance acceptable to the Village shall be filed with the Village and shall include copies of the liability policy declaration pages and the Additional Insured Endorsement.

25. A Contracting party with the Village of Lynbrook must pay Prevailing Wage pursuant to statute.

**FORM OF PROPOSAL**

The undersigned hereby declares that no member of the Inc. Village of Lynbrook or other office of the village, or any person in the employ of the Inc. Village of Lynbrook, is directly, or indirectly interested in this bid, or in the supplies, or work, or services to which it relates, or in any position to benefit from the profits thereof, and that the statements made above are accurate and true.

The undersigned also declares that he has carefully examined the form of Notice to Bidders, Instructions to Bidders, Specifications, Forms of Proposals, and Bond, and the plans therein referred to, on file with the village Clerk, Village Hall, Lynbrook, New York, and will provide all necessary machinery, tools, apparatus, and other means for construction, and do all the work and furnish all the materials and services called for by said documents and specifications, and the requirements under them of the Incorporated Village of Lynbrook for the sums herein stated.

Signature of persons, firm or corporation making bid:

Date .....

Name of Bidder

Authorized Signature

Title

Inc. Village of Lynbrook

Date .....

By .....

Mayor

STATE OF NEW YORK)  
COUNTY OF NASSAU)  
INC.VILLAGE OF )ss:  
LYNBROOK )

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known who, being by me duly sworn, did depose and say as follows: I reside in Nassau County, I am Mayor of the Incorporated Village of Lynbrook, Nassau County, N.Y. designated for the purpose of signing this contract, pursuant to the resolution of the Board of Trustees, said Trustees being designated in and having authorized the execution of the above contract, and that I signed my name hereto in accordance with said Resolution.

Notary Public

STATE OF NEW YORK)  
ss:  
COUNTY OF NASSAU)

*(Individual)*

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the same person described in and who executed the foregoing contract; and acknowledged to me that he has executed the same.

Notary Public

STATE OF NEW YORK)  
ss:  
COUNTY OF NASSAU)

*(Partnership)*

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be a member of \_\_\_\_\_ the firm described in and which executed the foregoing contract, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said Form for the purposes therein mentioned.

Notary Public

STATE OF NEW YORK)

ss:

(Corporation)

COUNTY OF NASSAU)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn did depose and say that he resides in the \_\_\_\_\_ of \_\_\_\_\_ and is the \_\_\_\_\_ of \_\_\_\_\_ corporation described in and which executed the foregoing contract; that he knows the seal of said corporation; that the seal affixed to the foregoing contract is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that by like order he hereto signed his name and official designation.

Notary Public

STATE OF NEW YORK)

ss:

(Attorney in fact)

COUNTY OF NASSAU)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_ the attorney in fact of \_\_\_\_\_ the contractor named in the foregoing contract, to me known to be the individual described in and who, as such attorney, executed the foregoing contract, and acknowledged that the executed the same as the act and deed of the said party or parties; therein described as contractor, and for the purposes therein mentioned by the virtue of a power of attorney duly executed and acknowledged by the said party or parties bearing date the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, that said power of attorney is still in force.

Notary Public

**REASONABLE EQUIVALENT CLAUSE**

WHERE BIDSPECIFICATIONS SPECIFY PARTICULAR MAKE OR MODEL A REASONABLE  
EQUIVALENT OR EQUAL MODEL WILL BE CONSIDERED.

**IRAN ENERGY SECTOR DIVESTMENT COMPLIANCE**

Printed Name of Entity Seeking to Enter into the Contract:

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

\_\_\_\_\_  
Printed Name and Title of Person Executing Certification:

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012 (Act), the Office of General Services is required to post on its web site a list of persons who have been determined to engage in investment activities in Iran ("prohibited entities list"), as defined by the Act and New York State General Municipal Law 103-g, with certain exceptions, prohibits the Village from entering into or awarding a Contract with persons identified on the prohibited entities list.

**CERTIFICATION:**

By submission of this bid or proposal, each person (as defined in paragraph (e) of subdivision one of section one hundred sixty five-a of the state finance law) and each person signing on behalf of any other party certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

STATE OF )  
COUNTY OF )

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Signature of Person Executing Certification: \_\_\_\_\_

*Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.*

\_\_\_\_\_  
*Notary Public*

Submit form with original