Public Schools of the Tarrytowns

Lauren Leone, Purchasing Agent, CPPB, 200 North Broadway, Sleepy Hollow, NY 10591 914.332.4262

NOTICE TO BIDDERS

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

CONTRACT FOR

FACILITIES AND MAINTENANCE MATERIALS AND SUPPLIES
24/25-TUFSD-004
DUE: WEDNESDAY, MAY 21, 2025 AT 3:00 PM

Bids will be received until the above stated hour of prevailing time and date at the School District Purchasing Office, 200 N Broadway, Sleepy Hollow, NY 10591 at which time and place all bids will be publicly opened and read. Specifications and bid forms may be obtained electronically via email request, Monday through Friday between the hours of 8:00a.m.and 3:00p.m., excluding holidays as well as on the District website www.tufsd.org as well as on the Empire state Purchasing Group https://www.bidnetdirect.com/new-york. Please contact the Purchasing Office with questions at 914-332-4262 or via e-mail at lleone@tufsd.org.

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

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

BOARD OF EDUCATION
PUBLIC SCHOOLS OF THE TARRYTOWNS
District Office
200 N Broadway
Sleepy Hollow, NY 10591
By: Lauren Leone
Purchasing Agent

Public Schools of the Tarrytowns

Lauren Leone, Purchasing Agent, CPPB, 200 North Broadway, Sleepy Hollow, NY 10591 914.332.4262

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24/25-TUFSD-004

GENERAL CONDITIONS

NOTICE: Bids not made in strict conformity with terms of this proposal may be rejected. In the event that a bid is accepted, the terms of this proposal will constitute part of a contract between the Union Free School District of the Tarrytowns (hereinafter the "District") and the successful bidder.

FORM, CONTENT AND SUBMISSION OF BIDS

1. FORM. Bids must be properly made out on the forms provided by the District and signed by the bidder, or where the bidder is a corporation, by a duly authorized officer, in pen and ink.
2. LATE BIDS. Bids which are received after the time stated for the opening of bids cannot be considered or accepted.
3. VERIFICATION OF BID. The bid shall be verified by the oath, in writing, of the party or parties making it, that the matters stated therein are in all respects true. If the bidder is a corporation, the verification shall be made by an officer of such corporation with knowledge of the facts and having authority to make such sworn statement.
4. DELIVERY HOURS. All supplies and equipment must be delivered during the hours 9:00 A.M. to 11:00 A.M. or 1:00 P.M. to 3:00 P.M unless alternate times are otherwise mutually agreed upon between the District and the successful bidder.
5. F.O.B. DELIVERY POINT. Bid pricing must be F.O.B. delivery point, unloaded and placed inside building door or at points of delivery, in manner and quantities as directed by the District if applicable.
6. TAX EXEMPTION. The District is exempt from federal, state or municipal sales and excise taxes. The bid price shall be net and shall not include the amount of any such tax. Exemption letter, if required, will be furnished by the District upon request.
7. PARTIAL BIDS. The District reserves the right to solicit and award bids on an item-by-item basis, group basis, or on the total bid. Where the District has solicited bids on an item-by-item or group basis, bidders may quote on any or all items or groups.
8. PRICE QUOTATIONS. The price of each item which bidder agrees to furnish must be written in ink or typed in the blank space provided on the proposal form and must include all charges for packing, marking, delivery and installation. In the event of a discrepancy, the unit price will govern.
9. PRICE WARRANTY. The bidder certifies, warrants and represents the prices quoted are the lowest offered to any governmental or commercial consumer located within New York State, and should the successful bidder offer any such consumer a lower price during the contract period, such lower price shall apply on all unshipped orders for the balance of the contract period.
10. PAYMENTS. The terms of payment are, except for discounts: Net cash by thirtieth of month following month of complete receipt, installation and acceptance by the District provided the successful bidder has rendered itemized invoices with certified payroll where applicable. If any items remain to be delivered on back-order, invoices must show item number and quantities back-ordered. Payment will be made only after correct presentation of claim forms and/or invoices with required supporting documentation as may be required and within thirty (30) days of receipt of same. Payments of any claim shall not preclude the District from making a claim for adjustment on any item found not to have been in accordance with the specifications.

If applicable, please be advised that all work performed shall comply with the provisions of the New York State Prevailing Wage Law. Additional information can be obtained at:
http://www.labor.state.ny.us/workerprotection/publicwork/PWContents.shtm
Please note that certified payrolls must be submitted with all invoices. Invoices will not be processed if the certified payroll is not provided. ***All invoices MUST reflect either the material cost plus the percentage mark up for a total unit price OR the manufacturer's retail price minus the percentage discount for a total unit price.***

11. QUALITY. All material supplies and equipment must be in strict conformity with the District's descriptions and specifications. Any and all references by the District to type, style, trade name and catalog are intended to be descriptive only and not restrictive, and equivalents are acceptable. The intention is to indicate to bidders the character and quality of items which will be satisfactory. Bids on other makes, or with references to other catalogs, will be considered, in which case the bidder must clearly state in his bid exactly what he intends to furnish and submit with his bid a cut or illustration or other descriptive matter which will clearly indicate what he proposes to furnish. In all cases, bidder shall state the name of the manufacturer as well as stock number of the items he proposes to furnish; and any statement concerning substitutions, alternates or changes in the specifications which are placed elsewhere on the bid form other than in the Bidder's Comments section, will be disregarded. Where a successful bidder fails to comply with the requirements of this paragraph, the District may, in its sole discretion, reject any and all materials and require the successful bidder to provide the materials and supplies identified in the bid description and specifications.

12. SAMPLES. Samples must be furnished, if requested, at the time specified by the District. Samples must be furnished at the bidder's expense and if not destroyed in testing or retained as a standard, must be picked up by bidder, at his expense, within ten days after notification. Any samples left with the District after the ten-day period may be disposed of by the District without any liability or responsibility.

13. CONFLICTS OF INTEREST. As a condition of bidding, each bidder certifies, warrants and represents that no member of the Board of Education of the District nor any officer or employee thereof, is directly or indirectly benefited from the bid proposal.

14. TRANSACTIONS WITH PUBLIC ENTITIES.

(a) As a condition of bidding, each bidder certifies, warrants and represents that he or it is not disqualified to contract with municipal corporations or fire districts as provided by Section 103-b of the General Municipal Law of the State of New York, or as provided by any successor stature thereto.

(b) Each bidder further agrees that upon the refusal by him or it, including the refusal of his or its officers, employees, servants or agents, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of or to answer any relevant question concerning such transaction or contract, he or it, and any firm, partnership or corporation of which he or it is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or with the District for a period of years after such refusal; and that any and all contracts made with the District by him or it and by any firm, partnership or corporation of which he or it is a member, partner, director or officer may be cancelled or terminated by the District without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the District for goods delivered or work done prior to the cancellation or termination shall be paid.

15. WITHDRAWAL OF BIDS DUE TO ERROR MADE BY BIDDER. After the opening of bids, a bidder may request that the District grant consent to the withdrawal of his or its bid because of error made by said bidder

under the following terms and conditions:
(a) The request to withdraw a bid must be in writing, addressed to the Purchasing Agent, and must give reasons for the request;
(b) The request must be received by the Purchasing Agent not later than 72 hours following the opening of bid;
(c) A bidder requesting consent for the withdrawal of a bid shall appear and testify under oath, if requested to do so by the District, and shall make available to the District all worksheets, summary sheets and other data requested. Failure to appear or to make available data as requested by the District may result in refusal of consent of the withdrawal of bids;
(d) Whenever any bidder requests the consent of the District to withdraw their bid, the District may grant such request in any case which it deems just and proper, but such request shall be made and such consent to withdraw shall be accepted by the bidder upon the express condition that said bidder shall be excluded from bidding again on the re-advertisement of bids for the same item or proposal. Should any bidder request the withdrawal of more than one bid in any twelve-month period, they shall be disqualified from bidding on any District work for a period of twelve months from the date of the second request.

AWARD OF BIDS

16. IRREGULARITIES. The District reserves the right, in its sole discretion, to waive any irregularity or informality in any bid.
17. REJECTION OF BIDS. The District reserves the right, in its sole discretion, to reject any bid for failure to conform to the instructions and specifications governing said bid; and further reserves the right, in its sole discretion, to reject all bids for any reason.
18. AWARD. Awards will be made to the lowest responsive and responsible bidder by trade, as will best promote the public interest, taking into consideration all relevant factors, including but not limited to the reliability of the bidder, the quality of the materials, equipment or supplies to be furnished and their conformity with the instructions and specifications, the purposes for which required, and the terms of delivery.
19. TIME FOR AWARD. The District reserves the right to make awards within 45 days after the date of the bid opening, during which period bids may not be withdrawn unless the bidder formally requests a withdrawal of bid due to error defined in section 15.
20. NOTICE OF AWARD. The mailing by the District to the successful bidder at the address herein specified of a Purchase Order, Notice of Award, or Acceptance of Bid for any of the items for which his its bid is submitted, shall, together with the terms of this document, constitute a contract between the District and the successful bidder to furnish and deliver the items and/or perform services as set forth in said Purchase Order, Notice of Award or Acceptance of Bid.

PERFORMANCE

21. ASSIGNMENT, ETC. FORBIDDEN. The successful bidder may not assign, transfer, convey, subcontract, or otherwise dispose of the award, his or its right, title or interest therein, or any contract entered pursuant thereto, to any other person or entity without the previous consent in writing of the District and/or its representatives.
22. COMPLIANCE WITH APPLICABLE LAW. The successful bidder will comply with all the provisions of the laws of the State of New York and of the United States of America which affect School Districts and School District contracts and awards, including but not limited to: the Labor Law, the General Municipal Law, the Education Law, the Worker's Compensation Law, the Lien Law, the Personal Property Law, Federal and State Unemployment Insurance Laws, Federal and State Social Security Laws, State, Local and Municipal Health Laws, administrative rules and regulations pertaining to any of the foregoing; regulations promulgated by the Commissioner of Education and the Commissioner of Labor (Industrial Commission) of the State of New York; and all applicable laws and administrative rules and regulations affecting equality of opportunity in employment.

23. MATERIALS, SUPPLIES AND EQUIPMENT. All materials, supplies and equipment provided by the successful bidder must be in strict compliance with bid specifications and are subject to the approval of the District. The District may reject any or all non-conforming materials, supplies and equipment, and its judgment as to conformity or non-conformity will be final and conclusive. Upon rejection of any item, the successful bidder shall remove and replace it with conforming goods without expense to the District.

24. DELIVERY. Delivery and placement of materials, supplies, equipment and furniture is the responsibility of the successful bidder, and **the District accepts no responsibility for unloading and placing of same.** Any costs incurred by the District due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the District, and suppliers should notify their truckers accordingly. Vendors should be prepared to furnish proof of delivery, if requested.

25. PACKING. All materials and supplies must be packed in specified quantities, securely wrapped and plainly labeled to show the contents of each package. Each box or case in which these items are delivered shall be marked for the location at which it is to be delivered, and shall contain a memorandum showing the quantities and description of each of the items contained in such box or case, and if any items remain to be delivered on back-order, said memorandum must show item number and quantities back-ordered. The purchase order number or contract number must appear on all packages.

26. INSTALLATION OF EQUIPMENT

(a) The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required and directed. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful bidder, unless otherwise stated.

(b) Equipment, supplies and materials shall be stored at the site only with the approval of the District and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

(c) Work shall progress so as to cause the least inconvenience to the District and school system, and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.

(d) Bidders shall acquaint themselves with conditions to be found at the site and shall assume full responsibility for placing and installing the equipment in the locations required.

27. TRADE-INS. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. All trade-in equipment is offered and represented simply "as is". Equipment for trade-in is available for inspection at the delivery point listed for new equipment, unless otherwise stated.

28. GUARANTEES

(a) Neither acceptance nor payment shall relieve the successful bidder of responsibility for faulty or defective materials, supplies or equipment.

(b) In addition to any guarantees or warranties provided by manufacturers, the successful bidder represents warrants and guarantees as follows:

(1) **That all materials, supplies and equipment furnished under this bid proposal shall be guaranteed for a minimum period of one year (after date of acceptance by the District) against defective workmanship and/or material:**

(2) That equipment or furniture offered is standard, new, latest model of regular stock product; or as required by the specifications; with parts regularly used for the type of equipment or furniture offered and that no attachment or part has been substituted or has been applied contrary to manufacturer's recommendations and standard practice.

(c) Any equipment provided under the awarded 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 be similarly guaranteed for one year from the date of the acceptance and replacement. The successful bidder shall make any such guarantee replacement promptly upon receiving notice from the District.

29. GOODS DAMAGED IN TRANSIT. The successful bidder will replace all materials, supplies and equipment received damaged or broken, without charge, to the District and without regard to the actions of any shipper or carrier.

30. FAILURE TO PERFORM. This contract may be terminated by the 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 District or failure to make replacement of rejected articles, when so requested, immediately or as directed by the District; in this event, the 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 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 the successful bidder or for any of its property, or filing of a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws; breaches any warranty made by the successful under or pursuant to the contract documents; failure to furnish the District with assurances satisfactory to the District 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 any project/service 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. The successful bidder shall have three (3) days from notice of its breach to cure said breach. Upon failure to cure, the 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.

Upon receipt of a notice of termination for convenience, the successful bidder 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 action that may be necessary, or that the District may direct; for the protection and preservation of the terminated work.

31. ADDITIONAL QUANTITIES

(a) Additional quantities of any materials, supplies and equipment may be purchased at the contract price by

the District during the contract period.
(b) Provided it is mutually agreed between the parties, the District may extend this bid contract for one or more additional years. The extended contract shall equal the terms and conditions and prices of the original bid contract unless otherwise specified in the bid document.
(c) The District may purchase any materials, supplies or equipment at any time during the contract period, for the same price and under the same terms and conditions as set forth herein.
32. INDEMNIFICATION. Indemnification: The successful bidder shall indemnify and save the District harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the successful bidder's contractual obligations as outlined in this bid solicitation. The successful bidder shall pay all claims and losses of any nature whatever in connection therewith and shall defend all suits in the name of the District when applicable, and shall pay all costs and judgments, which may be issued thereon. The successful bidder agrees to protect, defend, indemnify and hold harmless the District and its officers and employees from any and all claims and damages of every kind and nature made rendered or incurred by, or on behalf of, every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or any other activity done by the successful bidder, its employees, subcontractors or any independent contractor working under the direction of either the successful bidder or any approved subcontractor in the performance of this contract. The awarded bidders will be required to issue a certificate of insurance naming the Union Free School District of the Tarrytowns, 200 N Broadway, Sleepy Hollow, NY 10591, as additional insured with the appropriate coverage as specified in the bid document.
33. SPECIAL REQUIREMENTS. Where special requirements promulgated by the District for this document, the terms of said special requirements shall control.
34. INTEGRATION. With the exception of section and paragraph headings, which are descriptive only, the terms of this document shall be deemed a part of every bid proposal submitted to the District and shall be deemed a part of every contract entered between the District and successful bidders pursuant to the award of such bids.
35. NEW YORK LAW
(a) All bidders agree the New York State law will govern any and all disputes concerning the application, interpretation, or performance of bid instructions, specifications and proposals, and any contracts or agreements entered pursuant thereto; and that no action, proceeding, appeal or other litigation of any description whatsoever concerning the foregoing shall be commenced against the District, its officers, employees, servants or agents in any forum other than in the Supreme Court of the State of New York in Westchester County, New York, or before the Commissioner of Education of the State of New York.
(b) All bidders consent to the jurisdiction of the Supreme Court of the State of New York in Westchester County, New York for any litigation which may be commenced against them by the District concerning the matters set forth in the preceding sub-paragraph; and waive any objection which they may have as to venue or the convenience of said forum.
36. TERMINATION. The District reserves the right to terminate this bid contract, with or without cause, upon 30 days written notice to the bidder.
37. FORCE MEJEURE. 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.
38. PIGGYBACKING: The bidder agrees to allow other school districts, municipalities or political subdivisions of the State of New York to participate in this contract, on the same terms and conditions as the District during the period of time this bid is in effect. Vendor pricing shall include shipping and handling costs to the following counties: Westchester, Putnam, Rockland, Orange and Dutchess counties.

Should vendor receive orders from other school districts, municipalities or political subdivisions within the State of New York that are not located within the preceding counties and, as a result, there is an additional cost for shipping and handling, the additional cost will be negotiates between the successful bidder and the municipality wishing to piggyback on the contract with no obligations of the District. Any such individual cost shall be the responsibility of the school district, municipality or political subdivision purchasing through this bid. Any such entity that wishes to "piggyback" on this bid shall be solely responsible for collecting all applicable insurances and submitting tax exemption information to the vendor/contractor and for paying for any goods and materials purchased. Any liability created as a result of purchases by other enumerated entities shall be the sole responsibility of such entity placing the order. 39. Minority and Women Owned Business Enterprises will be given preference on any public works projects done in the District if the work is being funded by the Federal Government.

INSURANCE

1. If requested by the District, 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 the Insurance Requirements section of this bid to protect the District against claims arising from or related to the operations of the successful bidder and its subcontractors.
2. The successful bidder shall pay all deductibles of District's insurance for claims as a result of the negligence of the successful bidder. Coverage, 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.
3. The successful bidder shall require all subcontractors to carry identical insurance coverages and limits of liability as set forth above and adjusted to the nature of subcontractors' operations and submit same to the District for approval prior to start of any work. In the event a 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 District, 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.
4. 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 solicitation will be met or a sample Accord Certificate with evidence of coverage limits for demonstrative purposes only. The name of the insurance company that will provide the mandated insurance will be stipulated. The insurance carrier must be licensed and admitted doing business in New York State. If insurance requirements are not met the contract award will not be made.
5. 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 District. It shall further state that a similar thirty (30) days prior written notice will be given to the 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 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.

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INSURANCE REQUIREMENTS

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the Tarrytown Union Free School District as an additional insured on the contractor's insurance policies, except for workers' compensation and N.Y. State Disability insurance.

1. The policy naming the Tarrytown Union Free School District as an additional insured should:
   a. Be an insurance policy from an A.M. Best rated A- or better insurer. A New York licensed insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the Tarrytown Union Free School District.
   b. State that the organization's coverage shall be primary and non-contributory coverage for the Tarrytown Union Free School District, its Board, employees and volunteers.
   c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the Tarrytown Union Free School District for both on-going operations (CG 20 38) and products and completed operations (CG 20 37). The decision to accept an endorsement rest solely with the Tarrytown Union Free School District. A completed copy of the endorsements must be attached to the certificate of insurance.
2. The contractor agrees to indemnify the Tarrytown Union Free School District for any applicable deductibles and/or self-insured retentions.
3. Minimum Required Insurance:
   a. **Commercial General Liability Insurance**
      $1,000,000 per Occurrence/ $2,000,000 Aggregate
      $2,000,000 Products and Completed Operations
      $1,000,000 Personal and Advertising Injury
      $100,000 Fire Damage
      $10,000 Medical Expense
      The general aggregate shall apply on a per-project basis.
   b. **Automobile Liability**
      $1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
   c. **Workers' Compensation and NYS Disability Insurance**
      Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
   d. **Umbrella/Excess Insurance**
      $3 million each Occurrence and Aggregate.
      $10,000,000 each Occurrence and Aggregate for high risk construction, work at elevation (>1 story or 10 feet) and/or for project values greater than $1,000,000.
      Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages.
4. a. The certificate of insurance must describe the specific services provided by the contractor (e.g., carpentry, plumbing, etc.) that are covered by the liability policies.
   b. At the District's request, the contractor shall provide a copy of the declaration page of the liability and umbrella polices with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.
5. Contractor acknowledges that failure to obtain such insurance on behalf of the Tarrytown Union Free School District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The contractor is to provide the Tarrytown Union Free School District with a certificate of insurance, evidencing the above requirements has been met, prior to the commencement of work.

6. Sub-contractors are subject to the same terms and conditions as stated above and submit same to District for approval prior to start of any work.
7. In the event the contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend and hold harmless the Tarrytown Union Free School District, its Board, employees and volunteers from any and all claims for which the required insurance would have provided Coverage.

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FACILITIES AND MAINTENANCE MATERIALS AND SUPPLIES
24/25-TUFSD-004

INSTRUCTIONS TO BIDDERS

The Board of Education of the Tarrytowns is requesting bids for Facilities and Maintenance Materials and Supplies for various school owned properties and buildings. These include, but are not limited to the following:

District Locations:
TUFSD High School: 210 North Broadway, Sleepy Hollow, NY 10591
TUFSD Middle School: 210 North Broadway, Sleepy Hollow, NY 10591
John Paulding School: 154 North Broadway, Sleepy Hollow, NY 10591
Winfield L. Morse School: 30 Pocantico Street, Sleepy Hollow, NY 10591
Washinton Irving Intermediate School: 103 South Broadway, Tarrytown, NY 10591
Tappan Hill School, 50 Ichabod Lane, Tarrytown, NY 10591
Administration Building, 200 North Broadway, Sleepy Hollow, NY 10591

Bids will be publicly opened and read aloud at 3:00 PM on WEDNESDAY, MAY 21, 2025 in the Purchasing Agent's Office, 200 N Broadway, Sleepy Hollow, NY 10591.

Specifications and Bid Forms may be obtained at the Purchasing Agent's Office between the hours of 9:00 a.m. and 3:00 p.m. If you wish to have an electronic version of the bid sheets, please contact the Purchasing Department at 914-332-4262 or via e-mail at lleone@tufsd.org and it will be emailed to you. Specifications are also available on the District website www.tufsd.org as well as on the Empire state Purchasing Group https://www.bidnetdirect.com/new-york

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The successful contractor will be expected to provide the material on a timely basis as deemed necessary by the Director of Facilities.

Bidders are instructed to fill out the bid sheets attached. All unit prices must include freight, if applicable. ***No fuel surcharges, travel costs or other administrative fees added to an invoice will be paid.***

The District is a government agency and therefore sales to the District are exempt from the collection of sales and excise taxes, in accordance with the applicable laws of the State of New York and the United States Internal Revenue Code.

Contact Information: The submitted bid must have a contact name, telephone number and if possible, email address. The name should be printed and must be legible. In the case of errors on an invoice, Tarrytown Union Free School District will contact this person to resolve discrepancies. The contact does not need to be the person who submitted the bid pricing, but must be someone familiar

with the submitted bid.

Obligation of the District: The District is awarding this contract on an "as needed" basis. There is no dollar amount to be awarded for this Contract. This Contract is for the convenience of the District and the District may at its option; use it to purchase material listed on the bid sheet or no material at all. The district reserves the right to purchase material per the BOCES, New York State or Westchester County bids if it determines that the suppliers and/or pricing is better. No dollar amount of this Contract is guaranteed.

AWARD OF CONTRACT: The award of this contract shall be made to the lowest, responsive and responsible bidder who, in the opinion of the District is qualified to perform the work.

CONTRACT TERMS:
This contract will be awarded for the **term of July 1, 2025 through June 30, 2026**. The District reserves the right to renew this agreement annually upon mutual agreement with the vendor for a total term not to exceed three (3) additional one (1) year periods. Such annual extensions shall be subject to approval by the Board of Education.

QUESTIONS: Questions must be submitted in writing to lleone@tufsd.org

W9 and ACH Information

*****The Tarrytown Union Free School District has moved to electronic payment for all vendors. Please see in separate attachments, Appendix A: W9 Form and Appendix B: ACH Information request. Please provide ONLY IF not previously provided or if there has been a change in your banking information.**

Public Schools of the Tarrytowns

Lauren Leone, Purchasing Agent, CPPB, 200 North Broadway, Sleepy Hollow, NY 10591 914.332.4262

FACILITIES AND MAINTENANCE MATERIALS AND SUPPLIES

24/25-TUFSD-004

NO BID FORM

COMPLETE THIS FORM ONLY IF YOU ARE SUBMITTING A

"NO BID" AND WISH TO REMAIN ON OUR CONTRACTORS LIST

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

Tarrytown UFSD
Attn: Lauren Leone
Purchasing Agent
Purchasing Department
200 N Broadway
Sleepy Hollow, NY 10591
lleone@tufsd.org

FIRM NAME: _____

VEDOR TAX ID NO: _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

TITLE/POSITION: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____ E-MAIL: _____

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



Public Schools of the Tarrytowns

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FACILITIES AND MAINTENANCE MATERIALS AND SUPPLIES
24/25-TUFSD-004
BID PROPOSAL

Bidder Company Name:_____

Contact Name: _____

Address: _____

_____

Phone: _____Fax:_____

E-Mail:_____Tax ID#:_____

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

MATERIALS

If proposing BOTH please detail which types of materials will be discounted and which type of materials will be marked up on a separate sheet.

Material Costs	**Discount % From List Price**
% Discount from list price	-_____%

OR

Material Costs	**Mark Up % From Cost**
% Mark up on vendor cost (raw materials)	+_____%

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

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

_____ _____

Signature of company representative submitting proposal: Date

Public Schools of the Tarrytowns

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FACILITIES AND MAINTENANCE MATERIALS AND SUPPLIES
24/25-TUFSD-004

ACKNOWLEDGEMENTS

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

The undersigned attests to receiving all of the pages of this Bid Solicitation. There are Twenty (20) pages to this original Bid Document, six (6) pages in Appendix A, one (1) page in Appendix B .

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

Addendum #1 _____

Addendum #2 _____

Addendum #3 _____

_____ _____
Signature Date

_____
Print Name

Public Schools of the Tarrytowns

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FACILITIES AND MAINTENANCE MATERIALS AND SUPPLIES
24/25-TUFSD-004

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

Non-collusive bidding certification.

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Public Schools of the Tarrytowns

Lauren Leone, Purchasing Agent, CPPB, 200 North Broadway, Sleepy Hollow, NY 10591 914.332.4262

NON-COLLUSIVE BIDDING CERTIFICATION(cont.)

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

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

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

CORPORATE SEAL [if bidder is a corporation]	BIDDER COMPANY NAME: ADDRESS: PHONE #: FAX #:

Authorized Signature
(Sign) _____

(Name & Title of Signer) _____

SWORN to before me this
_____ day of _____, 2025

_____
(Notary public)

Public Schools of the Tarrytowns

Lauren Leone, Purchasing Agent, CPPB, 200 North Broadway, Sleepy Hollow, NY 10591 914.332.4262

FACILITIES AND MAINTENANCE MATERIALS AND SUPPLIES
24/25-TUFSD-004

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

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

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

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

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

_____
SIGNED

SWORN to before me this
_____ day of _____, 2025

_____
(Notary public)



Public Schools of the Tarrytowns

Lauren Leone, Purchasing Agent, CPPB, 200 North Broadway, Sleepy Hollow, NY 10591 914.332.4262

FACILITIES AND MAINTENANCE MATERIALS AND SUPPLIES

24/25-TUFSD-004

FORM OF DISCOLOSURE

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

Name	Title
_____	_____
_____	_____
_____	_____

1. Does any Tarrytown 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 Tarrytown 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 Tarrytown School District Board Member, administrator, or staff member whose relation possess an interest and the relationship:

4. Has any director, officer, owner or managerial employee had any professional license suspended or revoked? Has the bidder been found guilty of any OSHA violations? Has the bidder been involved in any lawsuit arising from performance of work related to any project in which it has been engaged? Has the bidder been the subject of any investigation by the Department of Labor or the District attorney's Office? Has the bidder ever been found to be in default of a contract with any public school district? If the answer to ANY of the above questions is yes, please provide complete details of the situation.

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

Firm:_____

Signature:_____

Print Name:_____

Title:_____ Date:_____

Public Schools of the Tarrytowns

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FACILITIES AND MAINTENANCE MATERIALS AND SUPPLIES
24/25-TUFSD-004

FORMS TO BE SUBMITTED WITH BID

1. **Bid Proposal**
2. **Acknowledgements**
3. **Non Collusive**
4. **Certification of Compliance with The Iran Divestment Act**
5. **Form of Disclosure**
6. **Completed Appendix A, W9 and Appendix B, ACH Information Request Forms. (Please only submit these forms if you have not done so previously or the has been a change to your banking information.)**

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Public Schools of the Tarrytowns

ADMINISTRATIVE OFFICES 200 North Broadway, Sleepy Hollow, NY 10591 Ph: (914) 332-4262

Authorization Agreement for ACH/EFT Accounts Payable Vendor Payments

TO: All Vendors

FROM: Assistant Superintendent for Business

SUBJECT: ACH/EFT Payment Authorization Form

Vendor payments are issued via ACH/Direct Deposit. This will be an efficient method of vendor payment and will avoid payment delays, fraud and address errors.

To facilitate receipt of electronic purchase orders and payments, please complete the following and return via email to lleone@tufsd.org

COMPANY NAME: _____

ADDRESS: _____

_____

NAME OF CONTACT PERSON:_____

EMPLOYER IDENTIFICATION NUMBER:_____

EMAIL ADDRESS FOR PURCHASE ORDERS:_____

NAME OF BANK: _____

ACCOUNT NUMBER: _____

ROUTING NUMBER: ___ ___ ___ ___ ___ ___ ___ ___ ___

EMAIL ADDRESS FOR DEPOSIT NOTIFICATONS: _____

CUSTOMER CONTACT PHONE#: _____

CUSTOMER CONTACT FAX#: _____

Questions call Lauren Leone 914-332-4262.