NASSAU COUNTY DIRECTORS OF SCHOOL FACILITIES PURCHASING CONSORTIUM

WESTBURY UNION FREE SCHOOL DISTRICT

INVITATION TO BID:

ELEVATOR SERVICE SOUTH COOPERATIVE BID #2025/2026-10A

SCHOOL YEAR 2026-2027

PARTICIPATING DISTRICTS

Baldwin UFSD
Bellmore UFSD
Bellmore-Merrick UFSD
East Meadow UFSD
East Rockaway UFSD
Freeport UFSD
Hewlett-Woodmere UFSD
Lawrence UFSD
Long Beach UFSD
Lynbrook UFSD
Massapequa UFSD
Merrick UFSD
Oceanside UFSD
Plainedge UFSD
Plainview-Old Bethpage CSD
Rockville Centre UFSD
Roosevelt UFSD
Seaford UFSD
Uniondale UFSD
Valley Stream UFSD #13
Valley Stream UFSD # 30
Wantagh UFSD
Westbury UFSD

Note: "The terms and conditions of the contract or contracts awarded under this cooperative bid shall be extended to and made available for procurement by other Nassau County school districts which are or will become members of the Nassau County Directors of School Facilities Purchasing Consortium, during the term of the awarded contract(s), in accordance with General Municipal Law Article 5-G and section 103, subdivision 16." The inclusion of a school district in this bid does not obligate or require that school district in any way, to utilize this bid. All School Districts are free to use any bidding source available to them, to engage a particular service or purchase a product, all as deemed appropriate by that district. This bid is available for piggybacking by other Nassau County School Districts which have members in good standing in the Nassau County Chapter of the School Facilities Association but are not listed in either the published Notice to Bidders and/or the bid documents. Those Nassau County School Districts may participate only upon consent by both the Westbury Union Free School District and the awarded vendor(s). School Districts interested in piggybacking on this bid must first contact the Westbury Union Free School District Business Office before making arrangements with the awarded vendor(s) to be serviced and/or receive goods or services under the terms and conditions of this bid.

Facilities Director's Office
Westbury Union Free School District
Director of Facilities and Operations
6 Hitchcock Lane, Old Westbury, NY
516-876-5103

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NOTICE TO BIDDERS

On behalf of a cooperative of school districts in Nassau County, the Board of Education of the Westbury Union Free School District ("Board of Education"), Old Westbury, New York, in accordance with Section 103 of General Municipal Law, hereby invites the submission of sealed bids from reputable and qualified vendors for the following contract:

ELEVATOR SERVICE SOUTH COOPERATIVE BID #2025/2026-10A

Bid Opening: Westbury UFSD
Administration Building, Zaino Conference Room
2 Hitchcock Lane, Old Westbury, NY 11568
Date: June 11, 2026, at 10:00am

This is a Cooperative bid. Bids for the term of July 1, 2026, through June 30, 2027, will be received until the above-stated hour of prevailing time and date at the Business Office of the Westbury Union Free School District (the "District" or "Westbury UFSD") located at 2 Hitchcock Lane, Old Westbury, NY 11568 at which time and place all bids will be publicly opened and read aloud.

The Board of Education reserves the right to waive any informality in the proposal or to reject any or all proposals or to accept any proposal, which in the opinion of the Board of Education will be in the best interest of the school district. The District reserves the right to consider all relevant and reasonable criteria in selecting the successful proposer. There is no expressed or implied obligation for the District to reimburse responding consultants for any expenses incurred in preparing proposals in response to this bid solicitation.

The specifications and BID forms may be secured on or after May 21, 2026, from the Westbury UFSD. The contract will be awarded to the best proposer as determined by the District. It is appropriate to emphasize that the lowest proposer may not be the best. The District will evaluate and score each proposal in accordance with the categories presented below. The District will receive sealed proposals on, or prior to **10 A.M. on June 11, 2026**. In the event of a school closure, the proposals will be opened on the next business day that school is in session. Proposals received after stated date will be returned to the sender, unopened. **Proposals shall be irrevocable for a minimum period of forty-five (45) days from the date of proposal opening. For the complete BID email: bsudran@westburyschools.org.** Questions relating to this bid should be referred to Brian Sudran 516-876-1841.

The Cooperative and each of its members reserve the right to renew this agreement annually, for a total term not to exceed two (2) additional one-year periods. Such annual extensions shall be subject to approval by each Board of Education. If renewed, the contract price shall be increased on an annual basis by an amount not to exceed the regional consumer price index (CPI) during the preceding twelve-month period, provided that the successful Bidder establishes that there has been as least an equivalent increase in its cost of operations.

Mailing Instructions:

Proposals must be submitted in a sealed envelope plainly marked on the outside:

WESTBURY UFSD
ATTN: BUSINESS OFFICE/PURCHASING AGENT
2 HITCHCOCK LANE, OLD WESTBURY 11568
Elevator Service South Coop Bid #2025/2026-10A. June 11, 2026, 10am

All bid packets must include the signed Vendor Acknowledgement, Bid Conditions, Certification, and Forms, and be submitted in writing. Bids must be presented on the standard proposal form in the manner designated and as required by the specifications. The Board of Education reserves the right to consider experience, service, and reputation in the above referenced

fields. In addition, the Board of Education reserves the right to consider the financial responsibility and specific qualifications, set forth in the bid specifications, of the prospective bidder in evaluation of the bids and award of contracts. D

Date: May 21, 2026
By Order of the Board of Education
Westbury Union Free School District
Beverly Cathnott, District Clerk

INSTRUCTIONS TO BIDDERS

ELEVATOR MAINTENANCE SERVICES

1. The purpose of this bid is to provide bid prices for Elevator Maintenance Services to the participating school districts listed within for the 2026-27 school year. All bids shalt be held firm for the entire **award** period, from July 1, 2026 to June 30, 2027

2. The bidder shall include with their bid the following:

   Forms
   a. Non-Collusive Bidding Certification (Filled out and signed)
   b. Iran Divestment Act Compliance (Filled out and signed)
   c. Conflict of Interest Certification (Filled out and signed)
   d. Compliance with Title VI of the Civil Rights Act of 1964 (Filled out and signed)
   e. Toxic Substances Form (Filled out and signed)
   f. Insurance Certification (Filled out and signed by Insurance Representative and bidder)
   g. Reference Form (Filled out with 8 references)

   Bid Forms
   a. Load /Safety Test (Filled out and signed)
   b. Monthly Service (A) (Filled out and signed)
   c. Monthly Service (B) for all Schools (Filled out and initialed on each page)
   d. Statement of Bidder's Qualifications (Filled out and notarized and initialed on each page)

   Bonds
   a. Bid Bond (AIA A310) or Certified Check as required per Article 10, F1 of this document.

   *Failure to provide all of the above information with the bid may disqualify the bidder.

3. The bidder shall begin work at each location listed herein only after receiving a purchase order from the participating school district requesting the work. The participating school district and the successful bidder shall determine a start date for the desired work. Once work has commenced, the bidder shall continue on a regular basis until all authorized work is completed, without any delay.

4. The bidder shall coordinate the work with the Director of Facilities in the participating school district. Based upon the instruction of the Director of Facilities, the bidder shall sign in and out as directed by the Director of Facilities/Head Custodian.

5. The bidder shall advise the Head Custodian within the school building of the work completed each day.

6. The bidder shall verify all locations for the work proposed and herein specified. A certified technician will be responsible for all work to be performed pursuant tothis contract.

7. The successful bidder must prove to Westbury USFD that the company is certified and licensed to perform said work in contract.

8. All bidders must provide documentation that they have at least four (4) years of commercial maintenance service experience including work completed for local school districts or other local governmental agencies.

9. The bidder must provide references from previous clients verifying that the company has performed

work on contracts of comparable size.

10. A list of personnel and their respective qualifications for the purposes of fulfilling the requirements of these bid specifications shall also be submitted with the bid. All equipment shall be in good working condition. The bidder shall remove and replace any equipment in unsatisfactory condition or unsuitable for the required work as deemed by the participating school district.

11. At the sole discretion of Westbury UFSD, the award of the contract will be made to the lowest responsive, responsible bidder able to perform the work as outlined in these specifications. All bidders will be evaluated to determine if they have the resources and manpower to perform the work outlined in these bid specifications. The bidder must possess the qualifications and equipment outlined in these specifications.

12. All bidders must have in their possession or available to them by formal agreement at the time of bidding the following materials and equipment to perform the work: trucks, aerial lifts, hand tools, and other equipment and supplies required to perform the work specified for this contract at all participating school districts. Unacceptable equipment or lack of equipment shall be grounds for disqualification of the bidder. All out of service equipment must be repaired or replaced within two (2) days or less. The bidder shall furnish the name, address and phone number of a repair center that is available to repair the bidder's equipment 24 hours a day.

13. Bidders are notified that multiple school districts may require work be completed at the same time.

14. Upon completion of all authorized work at a participating school district, the bidder shall submit an invoice in duplicate on the school district's purchase order.

15. Final Decisions - The specific school district designee, shall have the right to interpret the true meaning and intention of specifications, verbal or written; but should any controversies or disputes arise over such interpretations, his/her decision shall be binding and final. The Board reserves the right to bid special work projects separate and apart from this bid as determined by the Director of Facilities.

16. Obligation of Bidder - At the time of the opening of bids, each bidder will be presumed to have read and is familiar with the Contract Documents including all addenda. The failure or omission of any bidder to receive or examine any form, instrument or document, shall in no way relieve any bidder from any obligation in respect to his bid. These instructions are to be considered an integral part of all proposals.

17. Cooperative Blanket Agreements - This cooperative bid will be awarded in accordance with those conditions set forth by New York State General Municipal Law, Section 119-o. This bid will be awarded to the lowest responsible bidder meeting specifications. Component school district Boards of Education having filed the appropriate Cooperative Bid Resolution required under the previously stated General Municipal Law, may participate in this award.

18. Cooperative's Responsibility - Although this bid was issued, evaluated and awarded at the request of the participating school districts, the cooperative's liability under contract is limited to coordination only. The component districts are required to generate their own purchase orders (to the successful vendor) in accordance with the bid provisions and the schedule of award.

19. It is expressly understood that any loss resulting from theft or pilferage of material delivered to the site and intended for installation or incorporation in the project, whether or not installed or incorporated, shall be borne by the contractor.

20. The participating school district, without invalidating the contract, may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the participating school district, and no claim for an addition to the contract sum shall be valid unless so ordered.

21. No work shall proceed without receiving a written purchase order unless duly authorized by the participating school district.

22. **Contracts will be awarded to the lowest responsible bidder on an individual school district basis** or the proposal will be rejected within forty-five (45) days of the date of the opening of proposals, subject, however, to the discretionary right reserved by the Board of Education to waive any informalities in, or to reject any or all proposals and to advertise for new proposals, if, in its opinion, the best interest of the District will thereby be promoted. The lowest bid shall be determined by comparing the Total Bid Amount for a respective school district on the Form of Proposal. Failure to bid all items for a respective school district shall result in the disqualification of the bid for that specific school district. All bids will be held firm by the Board of Education for forty-five (45) days after formal opening thereof and no bid may be withdrawn within forty-five (45) days pending the decision of the Board of Education.

23. The Board of Education reserves the right to accept this bid by item or as a whole or, in its discretion, reject any or all bids and readvertise in the manner provided by Section 103 of the General Municipal Law. It also reserves the right to award this contract to one or several companies and to change the quantity or delete any item from the bid.

24. As required by Section 103-d of the General Municipal Law, it is necessary for each bidder to sign a non-collusive bidding certificate which is furnished herein.

25. Each bidder must state that no member of the Board of Education of the respective school district, nor any officer, or employee thereof, is directly or indirectly interested in the proposal.

NOTE: The Westbury Union Free School District is in compliance with Title IX of the Education Amendments of 1972 and the rules and regulations of the Department of Health, Education and Welfare relating to Title IX.

SPECIFICATIONS FOR ELEVATOR MAINTENANCE

DISTRICT'S RIGHT TO WORK AND/OR COMPLETE THIS CONTRACT

The Westbury Union Free School District and/or cooperative member districts reserves the right to complete this contract, or any part or portion thereof, or have it completed by others after delivery of a three-day notice to the contractor, when in the opinion of the Director of Facilities, the contractor does not man the job or causes undue delay of work. The cost to the District to complete the project will be deducted from monies otherwise due the contractor.

SPECIFIC OPERATION PROCEDURE

A. It shall be the responsibility of the contractor to perform all elevator maintenance in strict accordance with the regulations in place and in full compliance with all local applicable regulations. Any wiring deficiencies which may contribute to elevated EMF levels and/or hazardous electrical conditions must be reported to the Director of Facilities immediately.

B. The contractor must be capable of three (3) simultaneous service calls and shall furnish unlimited service calls upon the telephone request of the school district for the areas under this contract during the contract period. The contractor shall provide and maintain a 24 hours a day, seven days a week contact telephone number.

During hours when school is in session, the contractor's service personnel must arrive at the school within one (1) hour after a service call is placed by the school. During hours when school is not in session, the contractor's service personnel must arrive at the school within two (2) hours after a service call is placed by the school.

Such service shall be for the purpose of providing all labor and material to return the covered equipment to a normal functioning condition. All costs of labor and material shall be considered a part of this contract, except individual parts with a billable cost of $100.00 or more shall be considered an extra. Replacement of parts with a billable cost of $250.00 or more requires the specific prior approval of the participating district's Director of Facilities.

The contractor shall agree to keep a complete stock of parts for all elevators for each district. These parts shall be available within seven (7) days of order and are subject to inspection by the school district. Materials and/or repair parts furnished and installed by the contractor shall be of the same manufacturer. All supplies, materials, and equipment used under the contract shall be of first-class workmanship manner, and by personnel (mechanics) experienced and trained in their particular trade. The school district reserves the right toretain any part removed by the contractor during the replacement process.

C. Emergency operations must commence immediately for temporary relief of the situation. Contractor must be on site within one (1) hour after receipt of request for any stalled elevator with trapped passengers, or any elevator designated in the contract as being essential to the facilities operation.

D. Billable material may be billed at the lesser of: the contractors cost plus 10%, or what the school district can purchase the material for plus 10%. The preceding sentence only establishes the allowed billable cost of material and in no way releases the contractor from providing all required materials associated with this contract.

CONTRACT DOCUMENTS

On request, bidders are required to submit copies of drawings and specifications, including all modifications thereof, necessary for the proper execution of the work.

FINAL DECISIONS

The Director of Facilities shall have the right to interpret the true meaning and intention of specifications, verbal or written; but should any controversies or disputes arise over such interpretations, his decision shall be binding and final. The Board of Education reserves the right to bid special work projects separate and apart from this bid as determined by the Director of Facilities.

OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have read and is familiar with the Contract Documents including all addenda. The failure or omission of any bidder to receive or examine any form, instrument or document, shall in no way relieve any bidder from any obligation in respect to his bid. These instructions are to be considered an integral part of all proposals.

SERVICE SPECIFICATIONS FOR ELEVATOR MAINTENANCE

Under this agreement, the Contractor will regularly and systematically examine, adjust and lubricate and, when conditions warrant, repair or replace the following assemblies and components for item numbers **"1 through 6".** All other items will also be inspected during the once-a-month maintenance service:

1. **Controller contacts, leads, coils, resistors, and condensers**
2. **Car and Hoistway Door Gibs**
3. **Rollers and Contacts for hoistway limit switches, slowdown switches and leveling switches**
4. **Guide Shoe Components including rollers or replaceable liners**
5. **Fixture Components including contacts, buttons, key switches, locks, lamps and sockets for the following devices: button stations (car and hall), hall lanterns, position indicators, direction indicators, master indicator and control panels**
6. **Motor and Motor Generator brushes and brush holders**
7. Test telephone or intercommunication system, normal and emergency lights (if equipped), fan and emergency alarm system.
8. Traction Machine Components including worm and gear, thrust bearings and housings, drive sheave, drive sheave shaft bearings, brake including brake pulley, brake coil, brake contact and linings.
9. Hydraulic Pump Unit Components including valves, pumps, motors, valve magnet coils, v-belts, bearings, seals and packing
10. Motor and Motor Generator Components including auxiliary rotating systems (tachometer and regulator), field windings, rotating elements, commutator and bearings.
11. Governor including sheave and shaft assembly, bearings, contacts and jaws
12. All Idler Sheaves including deflector and secondary, car, counterweight, compensation, Governor tension assemblies and related bearings.
13. Controller Components including relays, contactors, solid-state components, transformers, contacts, mechanical or electrical timing devices and computer devices
14. Selector Components including selector drive and all mechanical and electrical drive components
15. Hoist way Door interlock or locks and contacts including hoist way door hinges and tracks, bottom door gibs and auxiliary door closing devices for power operated doors
16. Buffers (spring or oil) including switches, seals and packing
17. Automatic power operated door operator, door protective devices, car door hangers, track and car door contact
18. Car and counterweight safety mechanisms and load weighing equipment
19. Traveling cables for elevator operation and elevator control wiring in hoist way and machine room
20. Lubricants compounded to rigid specifications, selected and tested for the service conditions required
21. Lubrication of guide rails (car and counterweight) except where type of guides and/or safety devices requires dry rails
22. The annual inspection, valve pressure tests and also the semi-annual inspection as required
23. Replacement of renewable contacts and shunts when needed
24. That all applicable laws are followed to the fullest

Note: Replacement parts necessary for repairs as outlined above shall be new. No used parts will be accepted.

GENERAL SPECIFICATIONS

1. INTENT

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work.

2. CONTRACTOR'S RESPONSIBILITY

(a) Bidders, before submitting their bid, shall make a careful examination of the existing and specified area; take such measurements as they deem necessary; make their own estimates of the amount and character of the work to be done and of the difficulties and facilities attending its proper execution; include in their bid such sums as they deem proper and sufficient to cover the cost of every item of labor and materials necessarily involved or that can be reasonably inferred as required, necessary, essential or indispensable for the proper prosecution and completion of the contract, notwithstanding that every item is not specifically mentioned herein, and to cover the cost of the contingency not otherwise herein provided for. No claims for compensation for extra work due to ignorance on the part of the contractor of any existing condition will be considered or allowed.

3. LAWS, ORDINANCES, CODES, ETC.

The contractor shall comply with all laws, codes, rules and regulations of the State, County and Town applicable to the work to be performed at the site.

4. LABOR LAWS

Particular attention is directed to the Labor Laws of the State of New York, applicable to the employment of labor at the site, which laws form part of this contract. The minimum hourly rate of wages to be paid for labor employed at the site as determined by the Industrial Commissioner of the State of New York.

The contractor and each and every sub-contractor performing work at this site of the project to which this Contract and any amendments thereto relate, shall comply with the applicable provisions of the New York State "Labor Law" as amended, including the prevailing rates of wages to be paid as required by said statute, as set forth in the prevailing rate schedule. Once the project has been completed a copy of Contractors Certified Payroll pertinent to the work shall be submitted along with the invoice.

Pursuant to Articles 8 and 9 of the NYS Labor Law, the Wage Rate Schedules can be found at:

NYS Prevailing Wage Schedule can be found at http://www.labor.state.ny.us

5. PERMITS

Any and all permits lawfully required to prosecute the work and all approvals of work performed, required by authorities having jurisdiction, shall be obtained by the contractor who shall pay all lawful charges for same.

6. CONTRACTOR'S EQUIPMENT

The contractor shall furnish all tools, scaffolding, planking, runways, hoisting apparatus and all other equipment of every description necessary to properly execute and complete the work.

7. CARE AND USE OF PREMISES

The contractor shall confine his materials and his operations within the limits directed by the Director of School Facilities & Operations. All rubbish, debris, and waste materials created by the work performed, or any other operations of the contractor, shall be removed from the premises by the contractor, who on completion of the work shall leave the premises free and clear of all rubbish, debris, and waste material of every description.

8. SAFEGUARDS AND PROTECTION

The contractor shall provide and maintain all rails, barricades, signal lights and other devices for the protection of the public and for the prevention of accidents to the public or his employees as required by any law, insurance rules and regulations, or that conditions at the site require.

All existing work shall be protected from damage or injury by the contractor who shall provide and maintain all such protective devices for that purpose, and at his own expense, shall make good all damage to existing work caused by his operations or the operations of anyone directly or indirectly employed by him.

It is expressly understood that any loss resulting from theft or pilferage of material delivered to the site and intended for installation or incorporation in the project, whether or not installed or incorporated, shall be borne by the contractor.

9. ASSIGNMENTS

The contractor agrees that no contract awarded by the District and no interest therein of any kind or payments made to there under shall be assigned, transferred or otherwise disposed of without the prior written consent of the District, and such consent may be withheld for any reason-whatsoever completely at the discretion of the District.

10. SUPERVISION AND WORKMANSHIP

The contractor shall place in charge of the work a competent, experienced, English-speaking foreman and shall employ only mechanics who are trained and experienced in the work assigned them. A contractor shall not have work performed or labor means employed, in the carrying out of their work that would in any way cause or result in a delay of, or strike upon the work to be performed hereunder.

11. CHANGES IN THE WORK

The district, without invalidating the contract, may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the District, and no claim for an addition to the contract sum shall be valid unless so ordered.

12. DEDUCTIONS FOR UNCORRECTED WORK

If the District deems it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made there from.

13. TRAVEL TIME

Travel time accrued by the contractor from his/her place of business to the District and between District facilities will not be permitted as a chargeable item.

14. BILLING

Billing shall be made from invoice to the using member of the Cooperative Agreement upon completion of work against applicable purchase orders. All invoices shall be accompanied by a service report signed by an authorized representative of the using Cooperative member.

THIS PROCESS IS MANDATORY FOR PAYMENT:

- All requests for payments must be on company letterhead and state INVOICE.
- Must be original as no faxes or email copies will be accepted.
- All invoices must include P.O. number, description of work, location of work, date of work and a signed receipt from an authorized school district employee indicating acceptance.
- All invoices must detail labor costs including the number of hours and the cost per hour. This must be specific as to the class of the employee i.e. apprentice, helper, journeymen, etc.
- All invoices must have attached list of materials used and the appropriate +/- mark-up/markdown as per the awarded bid specifications (specifications detail which must be included as some may be under a dollar amount and not required.)
- All invoices must include a certified payroll as per NYS DOL regulations. This payroll must match the dates that you have submitted for payment
- Copies of all applicable "Service Report" forms.
- District/Contractor's Time Sheet (information below)

15. DISTRICT/CONTRACTOR'S TIME SHEET

The contractor shall have the facility head custodian and the mechanic providing service sign the District/Contractor's Time Sheet verifying time and materials utilized on the job. The District Contractor's Time Sheet must be submitted with each billing. Failure to do so may result in loss of payment or delay. The Director of Facilities & Operations of each district will verify each District/Contractor's Time Sheet and billing submitted for payment.

16. CONTRACTOR PERFORMANCE SURVEY

Participating districts will use this survey to monitor contractor's performance during theyear. Upon completion it will be submitted to the Lead District.

17. ALLIED TRADES CERTIFICATE
Restricted Asbestos Handler
Sub Part 56-1 General Provisions 56- 2.2

Restricted Asbestos Handler-Allied Trades Certificate. Any person performing any limited or special tasks in preparation for or ancillary to an asbestos project, such as a carpenter, electrician, plumber or similar occupation, or any person who may incidentally disturb asbestos during the course of any employment, shall possess a valid Restricted Asbestos Handler-Allied Trades Certificate and shall have such certificate or a copy thereof in his/her possession at all times while working on the project.

18. OUTSIDE CONTRACTOR NOTIFICATION

This form must be completed whenever outside servicing personnel are to be engaged in activities covered by the scope and application of the School District's written Lockout/Tagout Program and in accordance with Federal 29 CFR 1910.147(f) (2) (i) and 1910.147 (f) (2) (ii).

19. LEAD HAZARD

Any person performing any limited or special tasks which may involve a lead hazard, or may incidentally disturb lead during the course of any employment, shall possess a Lead-Based Hazards Training Certificate. Such certificate or a copy thereof shall be in his/her possession at all times while working on the project.

Non-Collusive Bidding Certification

By Chapter 675 of the Laws of 1966, which will become effective September 1, 1996, a change has been made in Section 103-d of the General Municipal Law relating to the requirement for submission of a statement of non-collusion in connection with bids and proposals.

As of September 1, this Section will read as follows:

S103-d. 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:

(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 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 bid a signed statement which sets forth in detail the reasons thereof. Where (a), (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 designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers or proposed or pending publication of new or revised price lists for such items or has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning the 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 certification referred to in subdivision one of the sections, 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 there in of the certificate as to non-collusion as the act and deed of the corporation.

Non-Collusive Bidding Certification

By submission of this bid or proposal, the bidder certifies that the conditions of Section 103-d of the General Municipal Law have been complied with.

Signed: _____

Print Name:_____

Title:_____

Company or Corporation:_____

Date:_____

(SEAL OF THE CORPORATION)

IRAN DIVESTMENT ACT COMPLIANCE RIDER

FOR SCHOOL DISTRICTS

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the District, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award, nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the SFL. In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The District may award a bid to a bidder who cannot make the certificate on a case-by-case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The District makes a determination that the goods or services are necessary for the District to perform its functions and that, absent an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

PROPOSER'S CERTIFICATION OF COMPLIANCE WITH

IRAN DIVESTMENT ACT OF 2012

In accordance with General Municipal Law §103-g, which generally prohibits the School District from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

Proposer's Certification

☐ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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, that each bidder/proposer is not on the list created by the Office of General Services (OGS) pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

☐ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, New York _____, 20__

_____

Name of Bidder/Proposer

_____

Signature of Authorized Official

_____

Printed or Typed Name of Official and Title

Sworn to before me this

____ day of _____, 20__

_____

Notary Public

Dated:_____

CONFLICT OF INTEREST CERTIFICATION

THE PROPOSER DECLARES AND CERTIFIES:

1. THAT SAID PROPOSER, CONSULTANT, ORGANIZATION, OR ETC. (KNOWN HEREIN AS PROPOSER) IS OF LAWFUL AGE AND THE ONLY ONE INTERESTED IN THIS PROPOSAL, AND THAT NO ONE OTHER THAN SAID PROPOSER HAS ANY INTEREST HEREIN.

2. THAT THIS PROPOSAL IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY OTHER PERSON, FIRM OR CORPORATION MAKING A PROPOSAL FOR THE SAME PURPOSE AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

3. THAT NO MEMBER OF THE BOARD OF EDUCATION OF THE WESTBURY UFSD, NASSAU COUNTY, NEW YORK NOR ANY OFFICER OR EMPLOYEE OR PERSON WHOSE SALARY IS PAYABLE AS A WHOLE OR IN PART FROM THE TREASURY OF SAID BOARD OF EDUCATION, IS DIRECTLY OR INDIRECTLY INTERESTED IN THIS PROPOSAL OR IN THE SUPPLIES, MATERIALS, EQUIPMENT, WORK OR SERVICES TO WHICH IT RELATES, OR IN ANY PORTION OF THE PROFITS THEREOF.

4. THAT SAID PROPOSER HAS CAREFULLY EXAMINED THE SPECIFICATIONS IN THE RFP AND SCHEDULES, IF APPLICABLE, PREPARED UNDER THE DIRECTION OF THE BOARD OF EDUCATION, AND WILL, IF SUCCESSFUL IN THIS PROPOSAL, FURNISH AND DELIVER AT THE PRICES PROPOSED AND WITHIN THE TIME STATED, ALL MATERIALS, SUPPLIES, GOODS, WARES, MERCHANDISE, SERVICES, OR LABOR FOR WHICH THIS PROPOSAL IS MADE.

5. THAT THE PRICES QUOTED ARE NET AND EXCLUSIVE OF ALL FEDERAL, STATE AND MUNICIPAL SALES AND EXCISE TAXES.

SUBSCRIBED AND SWORN TO BEFORE THIS_____DAY_____

_____
NOTARY PUBLIC

_____
PERSON FIRM OR CORPORATION

_____
AUTHORIZED SIGNATURE

NASSAU COUNTY DIRECTORS OF SCHOOL FACILITIES PURCHASING CONSORTIUM

COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS OF THE DEPARTMENT OF HEALTH, EDUCATION AND WELFARE ISSUED THEREUNDER

Each contractor or vendor submitting a bid in which he offers to supply the services and/or materials requested by the Board of Education shall comply with Title VI of the Civil Rights Act of 1964 and the regulations of the Department of Health, Education and Welfare issued thereunder and any additions or amendments thereto:

Failure to comply with any of the provisions of said Civil Rights Act will be grounds for cancellation and termination of the Contract by the school district without penalty or damages because of said cancellation and termination. Any monies owed by the school district for goods delivered or work completed prior to the cancellation and termination of the contractor shall be paid.

(FOR CORPORATE BIDDERS ONLY)

CERTIFIED COPY OF RESOLUTION AUTHORIZES THE SUBMISSION OF BID

Reso1ved that

_____

Name of Corporation Officer Title

_____ be authorized to sign and Name of Corporation

submit the bid or proposal of this corporation for the following project:

_____ _____

Project Description

And to include in such bid or proposal the certificate as to non-collusion required by Section I 03-d of the General Municipal Law as the act and deed of such corporation and for any inaccuracies of misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

Toxic Substances Form

Part 820 of Title 12 of the Official Compilation of Codes, Rules, and Regulations of the state of New York

(Cited as NYCRR 820) and Article 28 of the New York State Labor Law

876**. Notice requirements.**

Subject to **the limitations set** forth in section eight hundred seventy-seven of this article, any manufacturer, Importer, producer, or formulator of any toxic substance shipped or transported or sold for any use within **the state** must provide, upon request. the following information:

(a) the name or names of **the** toxic substance, Including the generic or chemical name;

(b) the trade name of the chemical and any other commonly used name;

(c) the level at which **expose** to the substance is determined to be hazardous, If known;

(d) the acute and chronic **effects** of exposure at hazardous levels;

(e) the symptoms of such effects:

(f) the potential for flammability, explosion, and reactivity of such substance;

(g} appropriate emergency treatment;

(h) proper conditions for safe. use and exposure to such toxic substance; and

(i) **procedures** for cleanup **of leaks and spills** of such toxic substances.

Check One:

( ) Toxic substances information is enclosed for items included in this bid proposal.

( ) No toxic substances arc present in items included in this bid proposal.

Firm Name:_____

Signed: _____ Date:_____

Print Name: _____

Title:_____

This completed sheet must be returned with your bid.

INSURANCE CERTIFICATION

Your insurance representative must complete the form below in order to be considered for the award of this bid or project, and it is important that you complete the Bidder's Acknowledgment section of this form. Please note that a certificate of insurance must accompany your bid submission in order for your bid to be considered.

Insurance Representative's Acknowledgment:

We have reviewed the insurance requirements set forth in the bid and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Insurance Representative: _____

Address: _____

Are you an agent for the companies providing the coverage?

Yes No

Date: _____ _____

1nsurance Representative

Bidder's Acknowledgement:

I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, of procu1ing the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. l understand that a certificate of insurance must be submitted with my bid; and if it is not, the Westbury UFSD may reject my bid and award to the next lowest bidder.

Firm Name: _____

Address: _____

Date: _____

Bidder's Signature

This agreement shall remain in effect for period July 1, 2026 through June 30, 2027

References (of comparable size)

The bidder must provide references from previous clients verifying that the company has performed work on contracts of comparable size.
Bidder must include 8 references (at least 4 must be schools)
(Include: School/Co./Org, Contact, Address, Phone Number)

BID FORM - Load/Safety Test

FOR ELEVATOR MAINTENANCE SERVICE

This alternate can be accepted or rejected by all or any of the participating districts. Each school district reserves the right to accept or reject this alternate bid. This alternate bid is separate from the Elevator Maintenance Services bid and can be awarded to a company other than the company(s) that wins the service bid.

PERFORM ANY AND ALL REQUIRED FULL LOAD WEIGHT AND SAFETY TESTS, AS APPLICABLE, FOR THE TYPES OF ELEVATORS LISTED ON THE BID SHEET. ALL TESTS ARE TO BE PERFORMED IN ACCORDANCE WITH THE ANSI A17.1 NATIONAL ELEVATOR SAFETY CODE, 1993.

All work is to be performed during regular working hours, 7:00 a.m. - 3:00 p.m. Mon. - Fri.

BID PRICE PER ELEVATOR _____

Name of Bidder_____

Authorized Signature_____

Title_____

Address _____

_____

Date:_____ **Phone No.** _____**Fax No.**_____

Bid pricing shall remain in effect for the period of July 1, 2026 through June 30, 2027.

BID FORM - Monthly Service

FOR ELEVATOR MAINTENANCE SERVICE
(A)

Bidder Information

Name of Bidder_____

Authorized Signature_____

Title_____

Address _____

_____

Date:_____ **Phone No.** _____**Fax No.**_____

Bid pricing shall remain in effect for the period of July 1, 2026 through June 30, 2027.

Westbury Union Free School District

Bidders are hereby notified that the inclusion of a school district as a listed participation school district in this bid does not obligate or require that a school district in any way to utilize this bid. All school districts are free to use any bidding source available to them, to engage a particular service or purchase a product, all as deemed appropriate by that district. "No other governmental agencies or sub-divisions are authorized to utilize this cooperative bid".

BID FORM - Monthly Service

FOR ELEVATOR MAINTENANCE SERVICE (B)

BALDWIN UFSD

Baldwin High School
High School Drive, Baldwin, NY, 11510

- Dover Passenger Elevator, installed 1993
- Seaburg Passenger Elevator, installed 1957

Lenox Elementary School
551 Lenox Road, Baldwin, NY 11510

- Dover Passenger Elevator, installed 1997

Plaza School
501 Seaman Ave. , Baldwin, NY 11510

-Otis Passenger Elevator, installed 2022

Baldwin Middle School
3211 Schreiber Place, Baldwin, NY 11510

- Dover Passenger Elevator, installed 1996

Meadow Elementary School
880 Jackson Street, Baldwin, NY 11510

- Dover Passenger Elevator, installed 1997

Base Bid, for yearly contract - Per Month $_____x 12 = $_____(Total Base Bid)

Hourly Labor Rate, for work approved by the District but not included in the base bid **$_____/hr.**

Hourly Labor Rate, for emergency service required outside of regular working hours as specified **$_____/hr.**

BELLMORE UFSD

Winthrop Ave. School
580 Winthrop Ave., Bellmore, 11710

-Hydraulic Elevator 3-Stop & 3 Acorn Chairlifts

Base Bid, for yearly contract - Per Month $_____x 12 = $_____(Total Base Bid)

Hourly Labor Rate, for work approved by the District but <u>not</u> <u>included</u> in the base bid **$_____/hr.**

Hourly Labor Rate, for emergency service required outside of regular working hours as specified **$_____/hr.**

BELLMORE-MERRICK UFSD

Brookside Junior High School
1260 Meadowbrook Rd., Merrick, NY 11566
- Cemco Hydraulic Passenger Elevator, inst.1996

Merrick Avenue Middle School
1870 Merrick Ave., N. Merrick, NY 11566
-Dover HD-85 Hydraulic Passenger Elev., inst. 1994
-2 Pelle Dumbwaiters

Kennedy H.S.
3000 S. Bellmore Ave., Bellmore, NY 11710
-Basement Traction/ESI Passenger Elevator

Grand Avenue Middle School
2301 Grand Ave., Bellmore, NY 11710
-Dover HD-85 Hydraulic Passenger Elev. installed approx. 1995
-2 Sedgwick Dumbwaiters, inst. 1959

Calhoun H.S.
1786 State St., Merrick, NY 11566
-Canton 4000 lbs. 4-Stop Hydraulic Passenger Elevator, inst. 1957
- Sedgwick Dumbwaiter inst. 1957

Mepham H.S.
2401 Camp Ave., Bellmore, NY 11710
- Traction/ESI Passenger Elevator, inst. approx. 1961
-Sedgwick Dumbwaiter

Base Bid, for yearly contract - Per Month $_____x 12 = $_____(Total Base Bid)

Hourly Labor Rate, for emergency service required outside of regular working hours as specified **$_____/hr.**

Hourly Labor Rate, for work approved by the District but not included in the base bid **$_____/hr.**

EAST MEADOW UFSD

Barnum Woods
500 May Lane, East Meadow, NY 11554

-Noble Passenger Elevator, installed 2006

Parkway
465 Bellmore Rd., East Meadow, NY 11554

- Noble Passenger Elevator, installed 2006

East Meadow High School
101 Carman Ave., East Meadow, NY 11554

-Canton (Noble) Passenger Elevator installed 2006

Campo Center
718 The Plain Road, Westbury, NY 11590

-Gillespie Freight Elevator

Meadowbrook
241 Old Westbury Rd., East Meadow, NY 11554

- Noble Passenger Elevator, installed 2006

Woodland
690 Wenwood Dr., East Meadow, NY 11554

-Schindler Passenger Elevator installed 2003
-Seaberg Freight Elevator 1956

Clark
740 Edgewood Dr., Westbury, NY 11590

-Thyssen-Krup Passenger Elevator inst. 2003
-Noble Freight Elevator installed 2003

McVey Elementary School
2201 Devon Street, East Meadow. NY 11554

- Freight Elevator

Base Bid, for yearly contract - Per Month $_____x 12 = $_____(Total Base Bid)

Hourly Labor Rate, for emergency service required outside of regular working hours as specified **$_____/hr.**

Hourly Labor Rate, for work approved by the District but not included in the base bid **$_____/hr.**

EAST ROCKAWAY UFSD

East Rockaway Jr./Sr. High School
443 Ocean Ave., East Rockaway, NY 11518

-Dover Passenger Elevator Installed 1987
-Chair Lift

Base Bid, for yearly contract - Per Month $_____x 12 = $_____(Total Base Bid)

Hourly Labor Rate, for emergency service required outside of regular working hours as specified **$_____/hr.**

Hourly Labor Rate, for work approved by the District but not included in the base bid **$_____/hr.**

FREEPORT UFSD

Columbus Avenue School
150 N. Columbus Ave., Freeport

Passenger Elevator - Schindler 2003

Bayview Ave .School
325 W. Merrick Road, Freeport Passenger Elevator - Schindler 2003

New Visions School
80 Raynor Street, Freeport

Passenger Elevator - Schindler 2003
Handicap Lift - Concord 2003

Dodd Middle School
25 Pine Street,

Freeport Passenger Elevator -

Administration Building
235 N. Ocean Avenue

1 Handicap Lift- Concord 1998

Archer Street School
255 Archer Street, Freeport

Passenger Elevator - Schindler 2003

Giblyn School
450 S. Ocean Ave., Freeport

Passenger Elevator - Schindler 2003

Atkinson Intermediate School
58 W. Seaman Ave., Freeport

1 Passenger Elevator - Schindler 2003
1 Passenger Elevator - Noble (Approx) 1993

Freeport High School
50 S. Brookside Ave., Freeport

Passenger Elevator - Schindler 2003
Passenger Elevator - Schindler 1959
Freight Elevator - Schindler approx. 1965

Base Bid, for yearly contract - Per Month $_____x 12 = $_____(Total Base Bid)

Hourly Labor Rate, for emergency service required outside of regular working hours as specified **$_____/hr.**

Hourly Labor Rate, for work approved by the District but <u>not</u> <u>included</u> in the base bid **$_____/hr.**

HEWLETT-WOODMERE UFSD

G.W Hewlett High School
60 Everit Ave., Hewlett, NY 11557

-Armor Passenger Elevator #107793
installed 1954
-Weisblatt & Armor Dumbwaiters

Woodmere Middle School
1170 Peninsula Blvd., Hewlett, NY 11557

- Seaburg Passenger Elev. #5010, installed 1961

Hewlett Elementary School
1570 Broadway, Hewlett, NY 11557

- Otis Hydraulic Passenger Elev.#42526,
Elev.#EF7270,1995
installed 1993

Franklin Early Childhood Center
1180 Henrietta Place, Hewlett, NY 11557

-Dover Hydraulic Passenger

Base Bid, for yearly contract - Per Month $_____x 12 = $_____(Total Base Bid)

Hourly Labor Rate, for emergency service required outside of regular working hours as specified **$_____/hr.**

Hourly Labor Rate, for work approved by the District but not included in the base bid **$_____/hr.**

LAWRENCE UFSD

Lawrence High School
2 Reilly Road, Cedarhurst, NY 11516
- ThyfsenKrupp Elevator

Lawrence Middle School
195 Broadway, Lawrence, NY 11559
- Noble Elevator

#2 Elementary School – Primary
1 Donahue Ave., Inwood, NY 11096
- Noble Elevator

#4 Elementary School – Kindergarten
87 Wanser Ave., Inwood, NY 11096
- ThyfsenKrupp Elevator

Base Bid, for yearly contract - Per Month $_____x 12 = $_____(Total Base Bid)

Hourly Labor Rate, for emergency service required outside of regular working hours as specified **$_____/hr.**

Hourly Labor Rate, for work approved by the District but not included in the base bid **$_____/hr.**

LONG BEACH UFSD

Long Beach MS
237 Lido Blvd. Lido Beach, NY 11561 (1) auditorium lobby wheelchair lift

Long Beach HS
322 Lagoon Dr. West Lido Beach, NY 11561 (1) three story passenger elevator
(1) library wheelchair lift

East Elem.
456 Neptune Blvd. Long Beach, NY 11561 (1) two story passenger elevator
(1) stage wheelchair lift

Lindell Elem.
601 Lindell Blvd. Long Beach, NY 11561 (1) three story passenger elevator
(1) stage wheelchair lift

West Elem.
79 Maryland Ave. Long Beach, NY 11561 (1) two story passenger elevator

Base Bid, for yearly contract - Per Month $_____x 12 = $_____(Total Base Bid)

Hourly Labor Rate, for emergency service required outside of regular working hours as specified **$_____/hr.**

Hourly Labor Rate, for work approved by the District but not included in the base bid **$_____/hr.**

LYNBROOK UFSD

Lynbrook High School
9 Union Ave, Lynbrook, NY 11563
- Dover Passenger Elevator

West End Elementary School
30 Clark Ave., Lynbrook, NY 11563

- Noble Passenger Elevator

Lynbrook North Middle School
529 Merrick Ave. Lynbrook, NY 11563

-Otis Passenger Elevator

Waverly Park Elementary School
320 Waverly Ave., East Rockaway, NY 11518
- Columbia Passenger Elevator

Lynbrook South Middle School
333 Union Ave., Lynbrook, NY 11563

- Noble Passenger Elevator
- Access Chair Lift

Kindergarten Center
111 Atlantic Ave., Lynbrook, NY 11563

- Garaventa Chair Lift

Marion St. Elementary School
100 Marion St., Lynbrook, NY 11563

- Canton Passenger Elevator
- Savaria Chair Lift

Base Bid, for yearly contract - Per Month $_____x 12 = $_____(Total Base Bid)

Hourly Labor Rate, for emergency service required outside of regular working hours as specified **$_____/hr.**

Hourly Labor Rate, for work approved by the District but not included in the base bid **$_____/hr.**

MASSAPEQUA UFSD

Massapequa High School
4925 Merrick Rd., Massapequa, NY 11758

- Dover DMC Passenger Elevator
- Seaburg Dumbwaiter

Berner Middle School
50 Carman Mill Rd., Massapequa, NY 11758

-Dover Passenger Elevator

Birch Lane Elementary School
41 Birch Lane Massapequa Park, NY 11762

-Otis Passenger Elevator

Fairfield Elementary School
330 Massapequa Ave. Massapequa, NY 11758

-Otis Passenger Elevator

Unqua Elementary School
350 Unqua Ave. Massapequa, NY 11758

- Otis Passenger Elevator

Massapequa High School AMES Campus
198 Baltimore Ave., Massapequa, NY 11758

-Otis Passenger Elevator

McKenna Elementary School
210 Spruce St., Massapequa Park, NY 11762

-Dover Passenger Elevator
-Langley Freight Elevator
-Sedgewick Dumbwaiter

East Lake Elementary School
154 East Lake Ace Massapequa Park, NY 11762

-Otis Passenger Elevator

Lockhart Elementary School
199 Pittsburgh Ave. Massapequa, NY 11758

-Otis Passenger Elevator

Base Bid, for yearly contract - Per Month $_____x 12 = $_____(Total Base Bid)

Hourly Labor Rate, for emergency service required outside of regular working hours as specified **$_____/hr.**

Hourly Labor Rate, for work approved by the District but not included in the base bid **$_____/hr.**

MERRICK UFSD

Chatterton School
108 North Merrick Avenue
Merrick, NY 11566
- Cemco Elevator - 1995 vintage

Base Bid, for yearly contract - Per Month $_____x 12 = $ _____ __(Total Base Bid)

Hourly Labor Rate, for emergency service required outside of regular working hours as specified **$_____/hr.**

Hourly Labor Rate, for work approved by the District but not included in the base bid **$_____/hr.**

OCEANSIDE UFSD

Oaks School #3
2852 Fortesque Ave., Oceanside, NY 11572
- Dover Hydraulic Elevator

South Oceanside Road School #4
3210 Oceanside Rd., Oceanside, NY 11572
- Handicapped Chair Lift (Traction)

North Oceanside Road School #5
2440 North Oceanside Rd., Oceanside, NY 11572

Kindergarten Center School #6
25 Castleton Court, Oceanside, NY 11572
- MCE Hydraulic Elevator

Oceanside High School #7
3160 Skillman Ave., Oceanside, NY 11572
- Virginia Control MCE Hydraulic Elevators

Oceanside Middle School #9M
186 Alice Ave., Oceanside, NY 11572
3 - Virginia Control MCE Hydraulic Elevators
- Dover Hydraulic Elevator

Base Bid, for yearly contract - Per Month $_____x 12 = $_____(Total Base Bid)

Hourly Labor Rate, for emergency service required outside of regular working hours as specified **$_____/hr.**

Hourly Labor Rate, for work approved by the District but not included in the base bid **$_____/hr.**

PLAINEDGE UFSD

Plainedge High School
241 Wyngate Drive, N. Massapequa, NY 11758
- Personal (2)
- Freight
- Dumbwaiter in Kitchen

Plainedge Middle School
200 Stewart Ave., Bethpage, NY 11714
- Noble Elevator 2004
- Handicap elevator in Theatre

Charles Schwarting Elementary School
1 Flower Road., Massapequa, NY 11758
- 1 Concord Elevator 2003

John West Elementary School
499 Boundary Ave., Bethpage, NY 11714
- Concord Elevator 2001

Base Bid, for yearly contract - Per Month $_____x 12 = $_____(Total Base Bid)

Hourly Labor Rate, for emergency service required outside of regular working hours as specified **$_____/hr.**

Hourly Labor Rate, for work approved by the District but not included in the base bid **$_____/hr.**

ROCKVILLE CENTRE UFSD

Hewitt Elementary School
446 Hempstead Ave., RVC NY 11570
– 3 stop Hydraulic Passenger Elevators

South Side Middle School
67 Hillside Ave., RVC NY 11570
– 3 stop Hydraulic Passenger Elevators - Refurbished 2023
– 2 stop Hydraulic Freight Elevators

South Side High School
140 Shepherd ST., RVC NY 11570
– 3 Stop Friction Drive Passenger Elevator - Refurbished 2023
– 2 Stop Dumbwaiters

Base Bid, for yearly contract - Per Month $ _____x 12 = $_____(Total Base Bid)

Hourly Labor Rate, for emergency service required .outside of regular working hours as specified **$_____/hr**

Hourly Labor Rate, for work approved by the District but not included in the base bid **$_____/hr.**

ROOSEVELT UFSD

Roosevelt High School
240 Denton Pl., Roosevelt, NY 11575
- Two (2) Noble Elevator installed 2012

Roosevelt Middle School
335 E. Clinton Ave., Roosevelt, NY 11575
-Noble Elevator installed 2008

Washington Rose Elementary
2 Rose Ave., Roosevelt, NY 11575
- Noble Elevator installed 2005

Ulysses Byas Elementary
160 Underhill Ave., Roosevelt, NY 11575
- Noble Elevator installed 2007

Centennial Elementary
140 W. Centennial Ave., Roosevelt, NY 11575
- Noble Elevator installed 2005

Base Bid, for yearly contract - Per Month $ _____x 12 = $_____(Total Base Bid)

Hourly Labor Rate, for emergency service required outside of regular working hours as specified **$_____/hr.**

Hourly Labor Rate, for work approved by the District but not included in the base bid **$_____/hr.**

SEAFORD UFSD

Seaford High School
1575 Seamans Neck Rd., Seaford, NY 11783

- Armor Traction Passenger Elevator
- Thorland Dumbwaiter

Seaford Middle School
3940 Sunset Ave., Seaford, NY 11783

- Dover Hydraulic Passenger Elevator 1998

Seaford Harbor Elementary School
3500 Bayview St., Seaford, NY 11783

- Dover Hydraulic Passenger Elevator 1998

Seaford Manor Elementary School
1590 Washington **Ave.,** Seaford, NY 11783

- Sedgwick Dumbwaiter

Base Bid, for yearly contract - Per Month $_____x 12 = $_____(Total Base Bid)

Hourly Labor Rate, for emergency service required outside of regular working hours as specified **$_____/hr.**

Hourly Labor Rate, for work approved by the District but not included in the base bid **$_____/hr.**

UNIONDALE UFSD

Uniondale High School
933 Goodrich St., Uniondale, NY 11553
- Kitchen Dumbwaiter
- Pool Dumbwaiter

Lawrence Road Middle School
50 Lawrence Rd., Hempstead, NY
- Kitchen Dumbwaiter

Turtle Hook Middle School
975 Jerusalem Ave., Hempstead, NY
- Kitchen Dumbwaiter

California Avenue School
236 California Ave., Uniondale, NY 11553
- Handicap Chair Lift

Northern Parkway Elementary School
440 Northern Parkway, Uniondale, NY 11553
- Handicap Chair Lift

Base Bid, for yearly contract - Per Month $ _____x 12 = $_____ (Total Base Bid)

Hourly Labor Rate, for emergency service required outside of regular working hours as specified **$_____/hr.**

Hourly Labor Rate, for work approved by the District but not included in the base bid **$_____/hr.**

VALLEY STREAM UFSD #13

Wheeler Avenue School
1 West Wheeler Ave.,Valley Stream, NY 11580

- Canton Hydraulic Elevator

Base Bid, for yearly contract - Per Month $_____x 12 = $_____(Total Base Bid)

Hourly Labor Rate, for emergency service required outside of regular working hours as specified **$_____/hr.**

Hourly Labor Rate, for work approved by the District but not included in the base bid **$_____/hr.**

VALLEY STREAM UFSD #30

Clearstream Elementary School
60 Clearstream Avenue, Valley Stream, NY
- Schindler, installed 2016
Hydraulic Passenger 330A
3F 1/1R 4000 Capacity 100 Speed

Base Bid, for yearly contract - Per Month $ _____x 12 = $_____ (Total Base Bid)

Hourly Labor Rate, for emergency service required outside of regular working hours as specified **$_____/hr.**

Hourly Labor Rate, for work approved by the District but not included in the base bid **$_____/hr.**

WANTAGH UFSD

Wantagh High School
3297 Beltagh Avenue, Wantagh, NY11793

- Barist Passenger Elevator
- 2 Sedgwick Dumbwaiters
-

Wantagh Middle School
3299 Beltagh Avenue, Wantagh, NY 11793

- Barist Passenger Elevator
- 2 Sedgwick Passenger Elevators
- 2 Wheelchair Lifts

Wantagh Elementary School
1765 Beech St., Wantagh, NY 11793

- 2 Noble Passenger Elevators

Base Bid, for yearly contract - Per Month $_____x 12 = $_____(Total Base Bid)

Hourly Labor Rate, for emergency service required outside of regular working hours as specified **$_____/hr.**

Hourly Labor Rate, for work approved by the District but not included in the base bid **$_____/hr.**

WESTBURY UFSD

Westbury High School
1 Post Road, Old Westbury, NY 11568

Thyssen Krupp Hydraulic Passenger Elevator, 2010

Westbury Middle School
455 Rockland Street ,Westbury, NY 11590

- Otis Passenger Elevator
- Second Passenger Elevator

Base Bid, for yearly contract - Per Month $_____x 12 = $_____(Total Base Bid)

Hourly Labor Rate, for emergency service required outside of regular working hours as specified **$_____/hr.**

Hourly Labor Rate, for work approved by the District but not included in the base bid **$_____/hr.**

Any School District and Board of Education hereinafter referred to as ("Board"} reserves the right to reject any or all proposals that it considers not to be in the best interest of the District. During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information and clarifications from proposers, or to allow corrections of errors or omissions.

NASSAU COUNTY DIRECTORS OF SCHOOL FACILITIES PURCHASING CONSORIUM

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder _____

2. Type of business entity _____

3. If the bidder is a corporation, state, and date the place of the incorporation

_____

4. For how many years has the Bidder done business under its present name? _____

5. List the persons who are directors, officers, owners, managerial employees, or partners in the Bidder's business.

_____
_____
_____
_____

6a. Have any of the people listed in No. 5 owned/operated/been shareholders of any other companies? If so, please state their names and whether they owned /operated/been shareholders and the names of those companies.

_____
_____
_____
_____
_____

6b. If the answer to No. 6a is affirmative, list said persons and the names of their previous affiliations.

_____
_____
_____

7. Has any director, officer, owner, or managerial employee ever had their professional license suspended or revoked? If yes, list their names, professional license held, which said license was revoked or suspended and the date of the revocation of suspension.

_____
_____
_____
_____

8. During the three-year period preceding the submission of this bid, has the Bidder been found guilty of any OSHA violations? If the answer is yes, describe the nature of the OSHA violation and provide an explanation of remediation or other steps taken regarding such violations(s).

_____
_____
_____
_____

9. During the five-year period preceding the submission of this bid, has the Bidder been charged with any claims pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities? If yes, list the persons making such claim against Bidder, a description of the claim, the status of the claim, and disposition (if any) has been made regarding such claim.

_____
_____
_____
_____

10. During the five-year period preceding the submission of this bid, has the Bidder been named as a party in any lawsuit in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged? If yes, list all such lawsuits, the index number associated with said suit and the status of the lawsuit at the time of the submission of this bid.

_____
_____
_____
_____

11. During the five-year period preceding the submission of this bid, has the Bidder been the subject of proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of prevailing wages and/or supplemental payment requirements? If the answer to this question is yes, please list each such instance of the commencement of a Department of Labor proceeding, for which project such proceeding was commenced, and the status of the proceeding at the time of the submission of this bid.

_____
_____
_____
_____

12. During the five-year period preceding the Bidder's submission of this bid, has the Bidder

been the subject of proceedings involving allegations that it violated the Workers' Compensation Law including but not limited to the failure to provide proof of Worker's Compensation or Disability Coverage and/or any lapses thereof? If the answer to this violation and the status of the claimed violation at the time of the submission of this bid is yes, please provide an explanation.

_____
_____
_____
_____

13. Has the Bidder, its officers, directors, owner and/or managerial employees been convicted of a crime or been the subject of a criminal indictment during the five-year period preceding the submission of this bid? If the answer is yes, list the name of the individual convicted or indicted, the charge against the individual and the date of disposition of the charge.

_____
_____
_____
_____

14. During the five-year period preceding the Bidder's submission of this bid, has the Bidder been charged with and/or found guilty of any violations of federal, state or municipal environmental and/or health laws, code, rules or regulations? If yes, list the nature of the charge against the Bidder, the date of the charge, and the status of the charge at the time of submission of this bid.

_____
_____
_____
_____

15. Has the Bidder bid on any project for the period September 1, 2003 to present? If yes, list the projects bid on, whether said bid was awarded to the Bidder and the expected date of commencement for this work for said project. For those projects listed, if the Bidder was not awarded the contract, state whether the Bidder was the lowest monetary Bidder.

_____
_____
_____
_____

16. Does the Bidder have any projects ongoing at the time of the submission of this bid? If yes, list the projects on which the Bidder is currently working, the percentage complete and the expected date of completion of said project.

_____
_____
_____
_____

17. Has the Bidder ever been terminated from a project by the owner? If the answer is yes, list the projects on which the Bidder was terminated , the nature of the termination (convenience, suspension for cause) and the date of said termination.

_____
_____
_____
_____

18. List of similar projects - 4 years or older.

_____
_____
_____
_____

19. List of all projects - 5 years or older.

_____
_____
_____
_____

Sworn to before me This Day of _____, 2026

_____

Notary Public

GENERAL CONDITIONS

The within document includes detailed provisions concerning ELEVATOR SERVICE COOPERATIVE BID **#2025/2026-10A** and services to be performed in accordance with these specifications. The document is incorporated by reference into all contracts to be awarded and should be reviewed carefully by the Bidder to whom the award of contract is made. Consultation with an attorney and insurance representative is advised.

ARTICLE 1

DEFINITIONS

A. The **"Director of Facilities"** is the individual in the participating school district charged with the supervision of the plants and facilities in the school district.

B. **"Central Administration"** refers to the Superintendent of Schools, his/her Assistant Superintendents, and Director of Plant & Facilities.

C. The **"Bidder"** refers to the entity engaged by the School District to perform all or a part of the work on its behalf.

D. The **"Bid Specifications"** is the bound document which includes the Notice to Bidders, Information to Bidders, Bid Proposal Form, Prevailing Wage Rate schedule and the written requirements for labor, materials, equipment, construction systems and the like necessary for the Bidder to complete the capital improvement work for which it has been engaged.

E The **"Owner"** refers to the Board of Education of the School District or its designee.

F. A **"Subcontractor"** is a person or entity who has a direct contract with the Bidder to provide material and/or labor for the work on or off the site, or to otherwise furnish labor, material, or other services with respect to a portion of the Bidder's work. A "Sub-subcontractor" is a person or entity who has a direct or indirect contract with a Subcontractor engaged by the Bidder to perform a portion of the Subcontractors work at the site, or to otherwise furnish labor, material, or other services with respect to a portion of the Subcontractors work.

ARTICLE 2

BIDDER'S REPRESENTATIONS

A. Upon submission of its bid to the Owner, the Bidder expressly represents:

1. The Bidder represents and warrants that it performed a detailed investigation of the site(s) and that such investigation was sufficient to disclose the conditions of the site(s) at which work is to be performed by it and all improvements thereon, and the conditions under which the work is to be performed, including, but not limited to (a) the location, condition, layout and nature of the site and surrounding areas; (b) the cost of labor, materials and equipment necessary to perform the work, the availability; (c) the areas of the work which will cause a disruption to the necessary and proper operation of the facilities by the Owner; and (d) other pertinent limitations on the performance of its work.

2. The Bidder certifies that it is experienced and familiar with the requirements and conditions imposed during the construction of similar work in the area. This includes, but is not limited to, the requirement of normal out of sequence or come back work for the removal of plant, equipment, temporary wiring, or plumbing, etc. This out of sequence work may also include phasing of construction activities to accommodate the installation of the work at various locations and orderly fashion and the completion of work at various locations and/or levels at various times. This phasing out of sequence or come back work shall be done at no cost to other trade bidders, the Owner.

B. The Bidder warrants to the Owner that (1) the materials and equipment furnished under its contract will be of good quality and new, and of recent manufacture, unless otherwise required or permitted by the Contract Documents, (2) that its work will be free from defects not inherent in the quality required or permitted, and (3) that its work will conform with the terms and conditions of its agreement with the Owner. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective and shall be removed and replaced at the Bidder's cost and expense.

C. The representations set forth herein shall survive expiration and/or termination of the Bidder's agreement with the Owner.

ARTICLE 3

BIDDER'S CONSTRUCTION PROCEDURES

A. 1. The Bidder shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures required for the proper execution of its work. Where the bid specification makes reference to particular means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in connection with the Bidder's work, such reference is intended only to indicate that the Bidder's work is to produce at least the quality of the work implied by the operations described, but the actual determination as to whether or not the described operations may be safely or suitably employed in the performance of the Bidder's work shall be the sole responsibility of the Bidder. All loss, damage, liability, or cost of correcting defective work arising from the employment of a specific construction means, method, technique, sequence, or procedure shall be borne solely by the Bidder.

2. The Bidder shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, rigging, water, heat, utilities, light, transportation, and other facilities and services necessary for proper execution and completion of its work, whether temporary or permanent and whether or not incorporated or to be incorporated in its work.

B. The Bidder shall be responsible for coordinating the work of its own forces and the work of subcontractors engaged by it to perform the work on its behalf. The Bidder shall supply to its own work forces and subcontractors engaged by it to perform portions of its work copies of the bid specification for the work to be performed by such individuals/entities on its behalf. The Bidder shall review any specified or installation procedure with its employees and/or subcontractors, including those recommended by any product manufacturer, prior to the commencement of the relevant portion of the work to be performed. The Bidder shall be responsible to the Owner for the acts and/or omissions of the Bidder's employees, the Bidder's Subcontractors, the Bidder's material suppliers, and/or their respective agents and employees, and any other persons performing portions of the work on behalf of the Bidder.

C. The Bidder shall only employ labor in connection with its work capable of working harmoniously will all trades, crafts and any other individuals associated with the capital improvement work to be performed. There shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity for any reason by anyone employed or engaged by the Bidder to perform its portion of the work. There shall be no lockout by the Bidder. The Bidder shall be responsible for providing the manpower required to proceed with the work under any circumstance. Should it become necessary to create a separate entrance of the Bidder involved in a labor dispute, all costs associated with creating that entrance shall be borne by the Bidder involved in the dispute. Such costs shall include, but not be limited to, signage, fencing, temporary roads and security personnel as deemed necessary by the Owner for the safety of the occupants of the site.

D. 1. If the Bidder has engaged the services of workers and/or subcontractors who are members of trade unions, the Bidder shall make all necessary arrangements to reconcile, without delay, damage or cost to the Owner and without recourse to the Owner, any conflict between its agreement with the Owner and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade.

2. In case the progress of the work to be performed by the Bidder is effected by any undue delay in furnishing or installing any items or materials or equipment required pursuant to its agreement with the Owner because of a conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided but in no case shall the amount of such change be charged by the Bidder to the Owner as an additional cost to perform the work.

3. The Bidder shall ensure that its work continues uninterrupted during the pendency of a labor dispute.

4. The Bidder shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes or strikes.

E. The Bidder shall enforce strict discipline and good order among the Bidder's employees and its Subcontractors, work forces and other persons carrying out the performance of its work. The Bidder shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Owner reserves the right to object to any person to be hired or who is employed by the Bidder. Upon the request of the Owner, said person shall be removed and not again be assigned to perform the Bidder's work without the written permission of the Owner.

F. The Bidder shall employ a competent, full-time superintendent to be approved by the Owner or its representative, and such necessary assistants who shall be in attendance at each site whenever and wherever work is in progress to provide for the expeditious completion of the work. To the extent work is being performed contemporaneously at different facilities, the Bidder shall assign different superintendents for each facility at which work is being performed. The superintendent(s) assigned by the Bidder shall not be changed except with the consent of Owner unless the superintendent or such assistant proves to be unsatisfactory to the Bidder and/or ceases to be in its employ. The superintendent shall represent the Bidder, and communications given to the superintendent shall be as binding as if given to the Bidder. Oral communications to the superintendent(s) or his/her assistant(s) shall be confirmed in writing by the Owner. The Bidder shall forward to the Owner a copy of the resumes for each of its superintendents and their assistants. The Owner shall have the right to have any supervisory or management staff removed with or without cause.

G. The Bidder's supervisory personnel, including superintendents and their assistants, shall be versed in the English language. In the event the Bidder's supervisory personnel, superintendents and/or their assistants are not versed in the English language, the Bidder shall employ the services of a full-time on-site interpreter to facilitate communications with such supervisory personnel, superintendents and/or assistants.

H. Prior to the commencement of work, the Bidder shall provide the Owner with:

1. A written list of the names, addresses and telephone numbers of the members of its organization who can be contacted in the event of an off-hours emergency at the building site, including cellular telephone numbers and personal/home telephone numbers.
2. A written list of subcontractors, sub-subcontractors, suppliers and vendors with names, addresses, telephone numbers, and descriptions of the work they shall perform or furnish.
3. The name, address, and telephone number of the bonding company for the Bidder employed by the Bidder including the name, address, and telephone number of each bonding company's primary contact representative.

I. The Bidder shall, if required by ordinances, laws, codes, rules and/or regulations of the governing agencies having jurisdiction, retain a licensed professional engineer to supervise the construction of the work.

J. 1. The Bidder shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. If the Bidder fails to give such notices, it shall be liable for and shall indemnify and hold harmless (a) the Owner, its consultants, employees, officers, and agents, against any resulting fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on, or incurred by the parties indemnified hereunder. The Bidder shall pay any costs or fees incurred in such compliance and any fines or penalties imposed for violation thereof and any costs or fees incurred by the Owner due to such violation.

2. The Bidder shall pay any costs or fees incurred in such compliance and any fines or penalties imposed for violation thereof and any costs or fees incurred by the Owner due to such violation. If the Bidder observes that portions of the Contract Documents are at variance therewith, the Bidder shall promptly notify the Owner in writing, and necessary changes shall be accomplished by appropriate modification to the drawings and/or specifications.

3. If the Bidder performs Work knowing it to be contrary to laws, statutes, ordinances, and rules and regulations without such notice to the Owner, the Bidder shall assume full responsibility for such Work and shall bear the attributable costs and shall bear the total cost for correction of same.

4. If the Bidder fails to give such notices, it shall be liable for and shall defend, indemnify and hold harmless the Owner, its consultants, employees, officers, and agents, and against any resulting fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on, or incurred by the parties indemnified hereunder.

ARTICLE 4

BIDDER'S USE OF SITE

A. The Bidder shall confine operations at the site to the areas at which construction is to be performed and to such areas permitted by law, ordinances, permits and as set forth in detail in the bid specifications.

B. General Safety and Security Standards:

1. All construction materials shall be stored in a safe and secure manner.

2. Fences around construction supplies or debris shall be maintained.

3. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.

Overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.

C. The Bidder shall not unreasonably encumber the site with materials or equipment during the performance of its work. Only materials and equipment which are to be used directly in the performance of the Bidder's work shall be brought to and stored on the premises of the Owner. After equipment is no longer required for its work, the Bidder shall promptly remove such equipment from the premises of the Owner. The Bidder shall be solely responsible for the protection of materials and equipment stored on the premises from weather, theft, damage, and all other adversity.

D. The Bidder's right to entry and use of the Owner premises arises solely from the permission granted by the Owner pursuant to the agreement between the Bidder and the Owner. This permission shall be deemed to be withdrawn upon the termination of the Bidder's agreement with the Owner.

E. 1. The Bidder shall be required to perform its work with no interruption to the Owner's operations, including its administrative and business operations. Any work which will interfere with the School Districts operations and/or which is to be performed when the Owner's facilities are in operation shall be performed on evenings and weekends. Additionally, the Bidder shall conduct its work in compliance with federal, state, county, or local ordinances. All costs incurred by the Owner to make the facilities available during evening and weekends shall be borne by the Bidder. The Owner reserves the right to determine what work will Ainterfere@ with its operations and said determination shall be final.

2. The Bidder may request access to the site during times beyond the work hours permitted. Approval is solely at the discretion of the Owner. If approval is given, the Bidder is responsible for paying all additional costs incurred by the Owner for providing the site to the Bidder during the additional time periods.

3. The Owner shall not be responsible for any overtime charges incurred by the Bidder. Any and all costs associated with work which is performed at hours requiring the payment of such overtime by the Bidder to its workers shall be the Bidder's responsibility.

F. Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupies or acoustical abatement measures shall be taken.

G. The Bidder shall provide all required temporary access walkways, both interior and exterior, and the like necessary to complete its work. The Bidder shall maintain an unobstructed condition at all entrances and/or exits from present buildings. No equipment, other than equipment with rubber tires, will be allowed on any existing or new pavement, UNLESS THE BIDDER HAS

OBTAINED THE PRIOR APPROVAL OF THE OWNER AND THE PAVEMENT HAS BEEN FIRST PROTECTED WITH PLANKING OR BY OTHER MEANS APPROVED BY THE OWNER.

H. The Bidder and any entity for whom the Bidder is responsible shall not erect any sign on the premises of the Owner without the prior written consent of the Owner, which may be withheld at the sole discretion of the Owner.

I. 1. Without the prior approval of the Owner, the Bidder shall not permit any workers to use any existing Owner facilities, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner. Employees, vehicles, and equipment of the Bidder and of all others engaged by the Bidder for the performance of its work shall enter onto the premises of the Owner for which construction work is to be performed only at those locations designated or approved by the Owner.

2. The Bidder shall ensure that its work, at all times, is performed in a manner that affords reasonable access to both vehicles and individuals, to the premises of the Owner and all adjacent areas. The Bidder's work shall be performed, to the fullest extent possible, in such a manner that areas in and around the construction area shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation to any other provision of the agreement between the Bidder and the Owner, the Bidder shall use its best efforts to minimize any interference with the occupancy of areas, buildings, entrances, and parking areas in and around the premises at which work is being performed. Free access to fire hydrants and standpipe connections shall be maintained at all times during construction operations, and portable fire extinguishers shall be provided by the Bidder and made conveniently available throughout the construction site.

3. The Bidder, its employees, its Subcontractors and their employees or agents, and all others engaged by the Bidder in connection with the performance of its work are required to wear photographic identification badges at all times. These badges shall be worn so as to be readily and easily visible. All workers and representatives of the Bidder, its subcontractors or suppliers shall wear these badges while on school property. The information on these badges shall be as prescribed by the Owner. Each person seen without a photo identification badge (or otherwise failing to comply with this requirement in the opinion of the Owner) shall be ordered to leave school property. No warnings shall be necessary. The Bidder(s) and their subcontractor(s) employing the offending person(s) shall be solely responsible for making-up and paying for any loss of production or required progress in the Work resulting from this action (including any claims by other Bidder's dependent on the work of this Bidder). All parties agree that any action taken to enforce this requirement shall not be construed by any Bidder or its subcontractors or suppliers as the basis for a claim (for either time or money) for delay to the Work or to the Bidder, its Subcontractors, or Suppliers.

4. Without limitation of any other provision of the agreement between the Owner and Bidder, the Bidder shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the premises of the Owner. The Bidder shall immediately notify the Owner in writing if during the performance of its work, the Bidder finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternative through which the same results intended by such portion of the rules and regulations can be achieved. The Owner may, in the Owners sole discretion, adopt such suggestions, develop new alternatives, or require compliance with the existing requirements of the rules and regulations.

J. No drinking of alcoholic beverages, smoking or use of controlled substances is permitted on the grounds. The Bidder shall insure that none of its or its Subcontractors, its employees, agents, and/or consultant's report to the site impaired by alcohol or controlled substances. The Bidder bears the responsibility of determining if its, or its subcontractors, employees are in any way impaired and whether the safety of the public, the employees of other Bidders and their Subcontractor and the Owner are jeopardized.

K. The Bidder's employees, representatives, agents, and consultants, and all of its Subcontractors employees, representatives, agents, and consultants at the site are to refrain from using indecent language. All doing so will be removed from the site. Artwork or decoration found on vehicles belonging to Bidder or Subcontractor employees parked on or near the school property which contain indecent language or pictures shall either be covered or removed from the location.

L. The Bidder's employees, representative, agents, and consultants, and all of its Subcontractors employees, representatives, agents, and consultants at the site are to wear shirts, long pants, and proper footwear.

M. The Bidder shall be responsible for the control of chemical fumes, gases and other contaminates produced by welding, gasoline, or diesel engines to ensure that they do not enter occupied portions of the building or air intakes.

ARTICLE 5

SUBCONTRACTORS

A. 1. As soon as practicable after receipt of Letter of Intent to Award, Notice to Proceed or other form of official notice of award of the Contract, but not more than thirty (30) days after receipt of official notice of award of the Contract, the Bidder shall furnish the Owner, in writing, with the name, trade and subcontract amount for each Subcontractor. Copies of all Subcontractor contracts, fully executed, are to be provided to the Owner, including but not limited to all addenda, appendices, and/or exhibits including scope of work sheets. All such subcontracts shall be submitted to the Owner within thirty (30) days of the Owner's award of the contract to the Bidder.

2. Upon review of the Bidder's list of Subcontractors, the Owner will advise the Bidder in writing stating whether or not the Owner, after due investigation, accepts or rejects, any proposed Subcontractor. Subcontractors will not be acceptable unless, when requested by the Owner, evidence is furnished that the proposed subcontractor has satisfactorily completed similar subcontracts as contemplated under this prime contract, and has the necessary experience, personnel, equipment, plant, and financial ability to complete the subcontract in accordance with the intent of the Documents. As verification of financial ability, the Owner reserves the right to request and receive up to five (5) years' worth of financial statements, bank references, bond/insurance company references and all other information required to assess financial ability.

3. If the Owner has reasonable objection to a person or entity proposed by the Bidder, the Bidder shall propose another to whom the Owner have no objection. No increase in the Contract Sum shall be allowed where a subcontractor is rejected by the Owner who is (1) deemed unqualified to perform the particular work subcontracted by the Bidder, (2) does not have the necessary experience, personnel, equipment, plant, and financial ability to complete the subcontract, or (3) has a history of poor performance in work of similar nature. The Owner's determination shall be final and binding on the Bidder and its Subcontractor and the Bidder hereby waives any and all claims it, or its subcontractor might have against the Owner concerning the rejection of such Bidder and shall require its subcontractors to execute such similar waiver in its agreement with the Bidder.

4. The Bidder shall not change a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such change.

B. By appropriate agreement, the Bidder shall require each Subcontractor to be bound to the Bidder by terms of the Bidder's agreement with the Owner, and to assume toward the Bidder all the obligations and responsibilities which the Bidder, by said agreement, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Bidder's agreement with the Owner so that subcontracting thereof will not prejudice such rights, and shall allow the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Bidder that the Bidder, by its agreement with the Owner, has against the Owner. However, the Subcontract agreement between the Bidder and Subcontractor shall not provide, nor shall this Agreement be deemed to provide any rights, remedies, or redress by the Subcontractor(s) against the Owner. Where appropriate, the Bidder shall require each Subcontractor to enter into similar agreements with Sub-subcontractors.

C. The Bidder shall promptly notify the Owner of any material defaults by any Subcontractors and/or whether it has terminated its agreement with any of its subcontractors for any reason.

D. The Bidder hereby assigns all of its rights in its agreements with its Subcontractor(s) and hereby does assign, transfer and set over to the Owner all of its rights and/or interests in its agreements with its Subcontractor(s), but only in the event of termination of the Bidder's agreement with the Owner pursuant to Article 17, paragraph A of these General Conditions of the Contract for Construction and only to the extent the Owner implements its rights to take such assignment of contract by notifying the

Subcontractor in writing of its intention to do so. Such an assignment is subject to the prior rights of the surety, if any, obligated to the Owner pursuant to a performance bond submitted in connection with the Bidder's work.

E. If the Work in connection with a subcontract has been suspended for more than ninety (90) days after termination of the Contract by the Owner and the Owner accepts assignment of such subcontract, the Subcontractor's compensation shall not be adjusted for any increase in direct costs incurred by such Subcontractor as a result of the suspension.

F. All subcontracts over $5,000 shall be in writing.

ARTICLE 6

BIDDER'S USE OF SPECIFICATIONS

A. The Agreement between the Owner and Bidder, and all documents incorporated therein by reference, including but not limited to, the bid specifications shall be signed by the Bidder and the Owner.

B. Unless otherwise stated in the agreement, words and abbreviations which have well-known technical or construction industry meanings are used in the agreements in accordance with such recognized meanings.

C. The Bidder shall be responsible for securing and maintaining for the duration of the contract: all permits, P.E. Licenses, connection fees, inspections, etc. applicable to, or customarily secured for the work. This provision includes any permits to be issued in the name of the Bidder required for the work. Originals of all permits are to be issued in the name of the Bidder as required for the work. The Bidder shall furnish the Owner with original copies of all permits prior to the commencement of the work and shall prominently display a copy of all permits at a location approved by the Owner.

D. Equivalents. In the Specifications, one or more kinds, types, brands, or manufacturers or materials are regarded as the required standard of quality and are presumed to be equal. The bidder may select one of these items or, if the bidder desires to use any kind type, brand, or manufacturer or material other than those named in the specifications, they shall indicate in writing, and prior to award of contract, what kind, type, brand, or manufacturer is included in the base bid for the specified item. The Bidder shall follow the submission requirements for substitutions as set forth in Article 6.X(1)(2)(3) and (4) below.

E. 1. Substitutions. If the Bidder desires to substitute any kind, type, brand, or manufacturer of material other than those named in the Specifications, the Bidder shall request in writing that it be permitted to make a substitution for the specified manufacturer or materials and shall indicate the following:

a. For which specified material or equipment the request for substitution is being made.

b. What kind, type, brand, or manufacturer is sought to be substituted for the specified items.

c. Written documentation evidencing that the substituted material or equipment meets or exceeds the specifications for materials and/or equipment set forth in the bid specifications. Such documentation shall include a full explanation of the proposed substitution, together with a submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution. All such data shall be provided to the Owner at the Bidder's sole expense. The Bidder's written explanation shall also include a list of reasons the substitution is advantageous and necessary, including the benefits to the Owner in the event the substitution is acceptable. Additionally, the Bidder shall submit to the Owner information describing in specific detail how the proposed substituted product differs from the quality and performance required by the base specifications, and such other information as may be required by the Owner.

2. By making said requests in conformance with procedures established herein and elsewhere in the Project Manual, the Bidder:

a. Represents that a representative of it has personally investigated the proposed substitute product and has determined that it is equal to or superior in all respects to that specified.

b. Represents that the warranty for the substitution will be the same, or greater than, that applicable to the specified product.

c. Certifies that the cost data is complete and includes all related costs under this contract, including engineers to implement said substitution and waives any and all claims for additional costs related to the substitution which subsequently become apparent.

d. Represents that it will coordinate the installation of the accepted substitute, making all such changes to the drawings effected by the change, as may be required for the work to be complete in all respects.

e. An affidavit stating that (1) the proposed substitution conforms and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings and (2) the Bidder accepts the warranty and correction obligations in connection with the proposed substitution; and the proposed substitution will have no effect on the construction schedule.

3. Proposals for substitutions shall be submitted in triplicate to the Owner in sufficient time to allow the Owner no less than ten (10) working days for review.

4. No substitutions will be considered or allowed without the Bidder's submittal of complete substantiating data and information as stated hereinbefore.

5. All proposed substitutions shall be submitted to the Owner within twenty-one (21) days of the award of the contract to the Bidder. *(This provision 6(W)(5) shall not apply to equivalents.)*

ARTICLE 7

BIDDER'S SAFETY/SECURITY PROGRAM

A. 1. The Bidder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of its work. Prior to beginning any work, the bidder shall submit a copy of its corporate safety plan to the Owner. The Bidder shall make the participation of its subcontractors in its safety program mandatory. A list of key personnel, with addresses and telephone numbers for emergency purposes shall be forwarded to the Owner. The Owner shall establish a fire coordination procedure and shall forward same to the Bidder for its use during the performance of its work.

2. The Bidder and its subcontractors shall conduct their operation in accordance with the Safety Guides for Construction as issued by the SED, and the Bidder's Safety Program.

3. All safety equipment including hard hats and weather protective gear required for the Bidder to perform its work are to be supplied by the Bidder and/or its subcontractors. Within the designated construction areas, the Bidder's employees, superintendents, and/or other agents, and its subcontractors, employees, superintendents, and/or other agents are required to wear hard hats and other required and/or essential safety equipment. Each person seen without a hard hat, or otherwise failing to comply with this requirement, will be ordered to leave the site. No prior warnings will be given by the Owner. The Bidder and its subcontractors shall be solely responsible for making up and paying for any loss of production or required progress resulting from the removal of personnel from the site as set forth herein including any costs incurred by the Owner in connection with the work of other bidders.

4. The Bidder and its subcontractors shall provide blankets and auxiliary fire protection as part of its construction safety program to prevent damage to adjacent work or materials as a result of its welding or burning operations. Additionally, as part of

its construction safety program, the Bidder and its subcontractors shall provide a fire watch, with a fire extinguisher, which is acceptable to the Owner.

5. The Owner reserves the right to have all operating equipment periodically inspected by an independent inspector whose finding will be binding. The Bidder, at its own expense, must make corrections within two (2) working days of receiving a written report.

6. All flagmen required for deliveries to the site are to be furnished by the Bidder or its Subcontractors.

B. The Bidder shall schedule safety meetings regularly and each of its subcontractors must be properly represented at such meetings. The Bidder shall designate a responsible member of the Bidder's organization at the site whose duty shall be the prevention of accidents. This person shall be the Bidder's superintendent unless otherwise designated by the Bidder in writing to the Owner. The Bidder shall take all necessary steps to prevent its employees from disturbing and/or damaging the facility and shall be responsible for preventing the escape of fires set in connection with the construction. The Bidder shall notify its employees and subcontractors of the location of the nearest fire alarm box at all locations where the work is in progress. On a weekly basis, the Bidder shall submit to the Owner minutes of its safety meetings, which minutes shall include a list of the individuals present at such meetings.

C. The Bidder and each of its subcontractors shall conduct its/their operation in accordance with all applicable laws, regulations, and order of local, state, and federal governments. The Bidder agrees, in order that the work will be completed with the greatest degree of safety to conform to the requirements of the Occupational Safety and Health Act of 1970 (OSHA) and the Construction Safety Act of 1969, including all standards and regulations that have been since or shall be promulgated by the governmental authorities which administer such acts.

D. The Bidder shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.

E. The Bidder shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for security and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

F. The Bidder shall take reasonable precautions for the safety and protection of employees at the site and other person who may be affected by its work, including but not limited to students, staff, employees, and agents of the Owner.

G. The Bidder shall protect and secure its work and the materials and/or equipment to be utilized in connection with its work, whether stored on or off the site and whether in its care, custody, and control or that of its Subcontractors, subcontractors to its subcontractors, or material suppliers.

H. The Bidder shall take all steps necessary to protect all property at or adjacent to the site, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

I. 1. When use or storage of hazardous materials or equipment or unusual construction methods are necessary to perform its Work, the Bidder shall obtain the Owner’s consent for the use of such materials, equipment, or unusual construction methods. In the event the Owner determines that the use of such hazardous material or equipment or unusual construction methods can be performed by the Bidder with alternative means, methods and/or techniques, the Bidder shall employ such alternate means of prosecuting its work at no additional cost to the Owner.

2. In the event the Owner approves the use or storage of such hazardous materials, equipment or unusual construction methods, the Bidder shall provide for the Owners use a full set of safety instructions relating to all such materials. Additionally,

when the Owner approves the use of storage of such hazardous materials, equipment and or unusual construction methods, the Bidder shall exercise the highest degree of care and carry on such activities under supervision of properly qualified personnel.

3. Transportation, storage, and use of explosives shall be in strict accordance with all local, state and federal regulations, statutes, and requirements. All safety precautions as set forth in the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, Inc. shall be observed.

J. When all or a portion of the Bidder's work is suspended for any reason, the Bidder shall securely fasten down all coverings and protect the work, as necessary, from injury by any cause.

K. The Bidder shall promptly remedy damage and loss to all property of the Owner, or adjacent to the Owners property (other than damage or loss covered by insurance) caused in whole or in part by the Bidder, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except damage or loss attributable to acts or omissions of the Owner or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Bidder.

L. The Bidder shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work which cause death, person injury, or property damage, giving full details and statements or any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

M. In an emergency affecting safety of persons or property, the Bidder shall act, at the Bidder's discretion, to prevent threatened damage, injury, or loss.

N. Any and all fines or citations levied against the Owner, due to the failure of the Bidder to comply with regulations of any governing authority, shall be paid for by the Bidder. This shall include any interest or late charges which accrue due to the Bidder's failure to remit payment upon receipt of such levies.

O. The Bidder shall indemnify and hold harmless the Owner from any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges, and expenses which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such Bidder or any subcontractor or any person or firm directly or indirectly or indirectly employed by such Bidder, with respect to violations of OSHA requirements, rules and/or regulations.

P. The Bidder acknowledges that the Labor Law of the State of New York, and regulations adopted thereunder, place upon both the Owner and Bidder certain duties and that liability for failure to comply therewith is imposed on both the Owner and Bidder regardless of their respective fault. The Bidder hereby agrees that, as between the Owner and the Bidder, and to the extent permitted by law, the Bidder is solely responsible for compliance with all such laws and regulations imposed for the protection of persons performing the Contract.

Q. The Bidder shall indemnify and hold harmless the Owner of and from any and all liability for violation of such laws and regulations and shall defend any claims or actions which may be brought against the Owner as the result thereof. In the event that the Bidder shall fail to refuse to defend any such action, the Bidder shall be liable to the Owner for all costs of the Owner in defending such claim or action and all costs of the Owner, including attorney's fees, in recovering such defense costs from the Bidder.

R. The Bidder and its subcontractors shall indemnify and hold harmless the Owner from any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges and expenses which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such Bidder or any subcontractor or any person or firm directly or indirectly employed by such Bidder, for the act and/or omissions of any Bidder or Subcontractor that resulted in an incident and/or accident causing personal injury and/or property damage.

S. The Owner will not assume any responsibility for the safe operation of any cranes or equipment by exercising this right. The Bidder and its subcontractors shall cooperate with the inspector by allowing time for inspection. The Bidder will be notified

24 hours prior to the time of the actual inspection. The Bidder is obligated to perform all engineering, obtain permits, and to have all hoisting equipment inspected as required by OSHA, Village, Town, County, State, and Federal regulations as well as any other agency having jurisdiction. Copies of all inspection reports and certificates must be transmitted to the Owner as soon as possible.

ARTICLE 8

PAYMENTS

A. 1. Prior to commencing its work, the Bidder shall submit to the Owner, a schedule of values which allocates the amount of money it has allocated in its bid price for the following items of work which are applicable to the Bidder's work.

2. Any schedule of values which fails to include sufficient detail, is unbalanced, or exhibits "front loading" of the value of the Bidder's work will be rejected. Furthermore, if the schedule of values has been approved by the Owner and is subsequently used, but later is found by the Owner to be improper for any reason, sufficient funds shall be withheld from the Bidder's future applications for payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Bidder's work.

3. The Schedule of Values prepared by the Bidder must be approved by the Owner prior to the payment of any sums due the Bidder.

B. 1. The Bidder shall submit its applications for payment to the Owner on a periodic basis. The form shall reflect in separate line items for the work:

a. Total value of the work listing labor and material separately

b. Percentage of work completed at the time of submission of the application for payment

c. Value of the work completed at the time of submission of the application for payment

d. Percent of previous amount billed

e. Previous amount billed

f. Current percent completed

g. Value of work completed to date

h. Percent remaining to be completed by the Bidder; and

i. Value of work remaining to be completed by the Bidder.

2. The Owner shall review the application for payment submitted by the Bidder and shall advise the Bidder of any adjustments to be made thereto. The Owner may make such adjustments under the following circumstances:

a. the Bidder's failure to remedy defective work;

b. the filing of third-party claims or reasonable evidence that there is a probability that such claims will be filed;

c. receipt by the Owner of a notice of withholding from the New York State Department of Labor or other administrative agencies having jurisdiction;

d. the Bidder's failure to make proper payments to its subcontractors or material suppliers for labor, materials and/or equipment;

e. reasonable evidence that the Bidder will not complete its work for the unpaid balance of the remaining monies on its contract;

f. damages caused to the Owner or another bidder as a result of the Bidder's performance of its work;

g. reasonable evidence that the Bidder will not complete its work in accordance with its agreement with the Owner, and/or that the remaining monies available on the Bidder's contract will not be sufficient to cover actual or liquidated damages for the anticipated delay;

h. the Bidder's failure to carry out its work in accordance with the contract drawings and/or specifications;

i. such other acts and/or omissions by the Bidder in connection with the performance of its work;

j. The amount requested exceeds the percent completion of work on the site.

3. After any such adjustments are made to the Bidder's application for payment, the Bidder shall submit four (4) copies of the final draft of its application for payment to the Owner, which shall be accompanied by the following documentation:

a. A current Bidder's lien waiver and duly executed and acknowledged sworn statement showing all Subcontractors and material suppliers with whom the Bidder has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor and material suppliers in the requested progress payment and the amount to be paid to the Bidder from such progress payment, together with similar sworn statements from all such Subcontractors and material suppliers.

b. Duly executed waivers of public improvement liens from all Subcontractors and material suppliers and lower tiered Subcontractors or material suppliers establishing payment or satisfaction of payment of all amounts requested by the Bidder on behalf of such entities or persons in any previous Application for Payment; and AIA Form G706 or G706A.

c. Certified payroll for employees of the Bidder and employees of subcontractors performing work.

d. Copies of invoices submitted to the Bidder by its subcontractors and/or material suppliers.

e. Such other information which the Owner request the Bidder furnish in connection with its application for payment.

4. Upon submission of its application for payment, the Bidder represents that it is entitled to payment in the amount for which it seeks payment.

5. The Owner shall make payment to the Bidder within forty-five days of receipt of the Bidder's invoice for services.

6. Upon receipt of payment by the Owner, the Bidder shall promptly make payment to each of its subcontractors and/or material suppliers for which it has received payment from the Owner. This provision does not obligate the Owner to ensure payment to the Bidder's subcontractors and/or material suppliers.

7. a. In the event a subcontractor and/or material supplier files with the Owner a public improvement lien, the Owner shall withhold payment on previously certified applications for payment which have not yet been paid or subsequent applications for payment submitted by the Bidder an amount equal to 150% of the amount set forth in such public improvement lien. This provision is in addition to and does not supersede the indemnity provisions set forth in Article 12 of these General Conditions.

b. The Owner may release any payment withheld due to the filing of a public improvement lien if the Bidder obtains security acceptable to the Owner or a lien bond which is : (1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to the Owner, and (3) in an amount not less the 150% of such lien claim. The cost of the premiums for any such bond posted shall be borne solely by the Bidder. By posting a lien bond or other acceptable security, however, the Bidder

shall not be relieved of its obligations pursuant to these General Conditions, including but not limited to the indemnity provisions set forth in Article 12 of these General Conditions.

C. If the Owner is entitled to reimbursement or payment from the Bidder under or pursuant to its agreement with the Owner, including but not limited to these General Conditions of the Contract for Construction, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained herein to the contrary, if the Bidder fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Bidder or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Bidder from the Owner, or (2) issue a written notice to the Bidder reducing the Bidder's contract sum by an amount equal to that which the Owner is entitled.

D. The Bidder may not assign any monies due or to become due to it pursuant to its agreement with the Owner without the Owners written consent. Any such assignment shall be in a form acceptable to the Owner. If the Bidder attempts to make such an assignment without such consent from the Owner, the Bidder shall nevertheless remain legally responsible for all obligations under its agreement with the Owner.

ARTICLE 9

INSURANCE REQUIREMENTS

1. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the name of the "Specified" Participating School District as an additional insured on the contractor's insurance policies, except for workers' compensation and N.Y. State Disability insurance. The following school districts are participants in the Elevator Service South Cooperative Bid **# 2025/2026-10A.**

Baldwin UFSD
Bellmore UFSD
Bellmore-Merrick UFSD
East Meadow UFSD
East Rockaway UFSD
Freeport UFSD
Hewlett-Woodmere UFSD
Lawrence UFSD
Long Beach UFSD
Lynbrook UFSD
Massapequa UFSD
Merrick UFSD
Oceanside UFSD
Plainedge UFSD
Rockville Centre UFSD
Roosevelt UFSD
Seaford UFSD
Uniondale UFSD
Valley Stream UFSD #13
Valley Stream UFSD #30
Wantagh UFSD
Westbury UFSD

2. The policy naming the District as an Additional Insured shall:

   a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. **A New York licensed and admitted insurer is required.**

   b. State that the organization's coverage shall be primary and non-contributory coverage for the District/BOCES, its Board, employees and volunteers with a waiver of subrogation in favor of the District/BOCES for all coverages including Workers Compensation.

   c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District/BOCES for ongoing operations (CG 20 38) or equivalent and completed operations (CG 20 37) or

equivalent. The decision to accept an endorsement rests solely with the District/BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.

d. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.

e. No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.

3. a. The certificate of insurance must describe the services provided by the

maintenance, repair or service provider that are covered by the liability policies.

b. At the District's/BOCES' request, the maintenance, service or repair provider shall provide a copy of the declaration page of the liability policies with a list of endorsements and forms. If requested, the maintenance, service or repair provider will provide a copy of the policy endorsements and forms.

4. The maintenance, repair or service provider agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.

5. 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 [per NYS WC and Disability laws]. 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**
$3,000,000 each Occurrence and Aggregate coverage.

$10,000,000 each Occurrence and Aggregate for high-risk activities, work at elevation (>1 story or 10 feet) and/or for service work 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.

e. **Garage Liability & Garagekeepers Insurance (where applicable)**

$1,000,000 limit for garage operations; minimum of $75,000 per vehicle for Garagekeepers liability. The policy shall include coverage for all garage operations of the service provider, including premises and operations, products and completed operations and Garagekeepers liability coverage.

6. The maintenance, repair or service provider acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District/BOCES. The maintenance, service or repair provider is to provide the District/BOCES with a certificate of insurance, evidencing the above requirements have been met. The failure of the District/BOCES to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District/BOCES.

BID AWARDEE AGREEMENT – COOPERATIVE BID

1. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the Bid Awardee hereby agrees to effectuate the naming of (DISTRICT/BOCES) as an additional insured on the Bid Awardee's insurance policies, except for workers' compensation and N.Y. State Disability insurance as per the Co-op Agreement with _____and the participating district/BOCES _____.

Baldwin UFSD	Oceanside UFSD
Bellmore UFSD	Plainedge UFSD
Bellmore-Merrick UFSD	Rockville Centre UFSD
East Rockaway UFSD	Roosevelt UFSD
Freeport UFSD	Seaford UFSD
Hewlett-Woodmere UFSD	Uniondale UFSD
Lawrence UFSD	Valley Stream UFSD #13
Long Beach UFSD	Valley Stream UFSD #30
Lynbrook UFSD	Wantagh UFSD
Massapequa UFSD	Westbury UFSD
Merrick UFSD	

2. The policy naming (DISTRICT/BOCES) as an additional insured should:
   a. Be an insurance policy from an A.M. Best rated A- or better insurer.
   b. State that the organization's coverage shall be primary and non-contributory coverage for the (District/BOCES), its Board, employees and volunteers including a waiver of subrogation in favor of the (District/BOCES) for all coverages including Workers Compensation.
   c. Additional insured status shall be provided by standard or other endorsements that extend coverage to (DISTRICT/BOCES) for both on-going operations (CG 20 38) and products and completed operations (CG 20 37). The decision to accept an endorsement rests solely with (DISTRICT/BOCES). A completed copy of the endorsements must be attached to the certificate of insurance.

3. The Bid Awardee agrees to indemnify (DISTRICT/BOCES) for any applicable deductibles and/or self-insured retentions.

4. Insurance Requirement:

   a. **The insurance limits in the Co-op Agreement for Commercial General Liability; Auto Liability and Umbrella/Excess Insurance must be used to be compliant with the terms of the Co-op Agreement.**

      1. **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.

2. **Automobile Liability**
$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

3. **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 [per NYS WC and Disability laws]. 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.

4. **Umbrella/Excess Insurance**
$3,000,000 each Occurrence and Aggregate coverage.

$10,000,000 each Occurrence and Aggregate for high-risk activities, work at elevation (>1 story or 10 feet) and/or for service work 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.

5. Garage Liability & Garagekeepers Insurance (where applicable)

$1,000,000 limit for garage operations; minimum of $75,000 per vehicle for Garagekeepers liability. The policy shall include coverage for all garage operations of the service provider, including premises and operations, products and completed operations and Garagekeepers liability coverage.

b. **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 [per NYS WC and Disability Laws]. 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.

c. **Other**

1). The certificate of insurance must describe the specific services provided by the Bid Awardee (e.g., carpentry, plumbing, etc.) that are covered by the liability policies and include reference to the co-op agreement the work/service is taken from.
2). At the DISTRICT's/BOCES request, the Bid Awardee 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 Bid Awardee will provide a copy of the policy endorsements and forms.

5. Sub-contractors are subject to the same terms and conditions as stated above and submit same to DISTRICT/BOCES for approval prior to start of any work.

6. The Bid Awardee acknowledges that failure to obtain such insurance on behalf of (DISTRICT/BOCES) constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to the DISTRICT/BOCES. The Bid Awardee is to provide (DISTRICT/BOCES) with a certificate of insurance, evidencing the above requirements has been met, prior to the commencement of work or use of facilities.

7. In the event the Bid Awardee fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Bid Awardee shall indemnify, defend and hold harmless the (DISTRICT/BOCES), its Board, employees and volunteers

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.**

Details of the Co-op

Indemnification

To the fullest extent permitted by law, **(the Bid Awardee of the Co-operative bid as advertised by the _____ and is being used by the participating district/BOCES _____** agrees to defend, indemnify and hold harmless the **(above named participating district/BOCES**, as well as any other parties which the maintenance, repair or service provider is required under the contract documents to defend, indemnify and hold harmless, their agents, servants and employees, from and against any claim, cost, expense or liability (including costs and attorneys' fees incurred in enforcing this indemnity), attributed to bodily injury, sickness, disease or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from or occurring in connection with the performance of the work by the maintenance, repair or service provider, its subcontractors and suppliers or their agents, servants and employees whether or not caused in part by the active or passive negligence, partial negligence or other fault of the party indemnified hereunder; provided, however, the maintenance repair or service provider's duty hereunder shall not arise if such injury, sickness, disease, death, damage or destruction is caused by the sole negligence of the party indemnified hereunder. The Bid Awardee's obligation shall not be limited by the provisions of any Workers' Compensation Law or similar Act.

The undersigned has read this agreement and agrees to abide by its terms and requirements.

Date	Name & Title
School District or BOCES	Signature
Address	Telephone Number and Email

Date	Name & Title
Name of Company	Signature
Address of Company	Telephone Number and Email

ARTICLE 10

REQUIRED BONDS

A. The Bidder shall furnish a Performance Bond and Labor and Material Payment Bond meeting all statutory requirements of the State of New York.

B. All Surety companies are subject to the approval of the Owner and may be rejected by the Owner without cause.

C. Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment.

D. Bonds shall be executed by a responsible surety licensed to do business in New York with an A.M. Best Rating of "A-" or better as to Policy Holder Ratings, and "IX" or better as to "Financial Size Category." Such bonds shall remain in effect for a period not less than two (2) years following final completion of the work by the Bidder.

E. Bonds shall further be executed by a surety that is currently listed on the U.S. Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as amended.

F.1. A Bid Bond or certified check in the full amount of the calculated low bid price should be included with the bid submittal package.

F.2. A Performance Bond for a flat amount of $10,000 naming all of the participating school districts in the cooperative should be submitted immediately after award of bid. Alternatively, a certified check payable to the Westbury UFSD for $10,000 will be accepted.

G. Every Bond must display the Surety's Bond Number.

H. Each bond must be accompanied by an original Power of Attorney, giving the names of Attorneys-in-fact, and the extent of their bonding capacity.

I. A rider including the following provisions shall be attached to each Bond:

1. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Bidder to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.

2. Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Bidder under the Contract, the Bidder or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have thirty (30) days from time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to Lender and the Owner.

J. The Bidder shall deliver the required bonds to the Owner prior to beginning activity at the site, but no later than 7 days after execution of the Contract.

K. The Owner may, in the Owner's sole discretion and without prior notice to the Bidder, inform surety of the progress of the Bidder's work and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with the Bidder's work.

L. If the surety on any Bond furnished by Bidder is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state or it ceases to meet the requirements of this Article, the Bidder shall within ten (10) days thereafter substitute another Performance and Payment Bond and surety, both of which must be acceptable to the Owner.

ARTICLE 11

INDEMNIFICATION

A. To the fullest extent permitted by law, the Bidder and its subcontractors shall defend, indemnify and hold harmless the Owner and all their employees, agents or servants or any third parties from and against any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges and expenses, including but not limited to attorney's fees, which may be imposed upon

or incurred by or asserted against any of them by reason of any act or omission of such Bidder or any of its subcontractors or any person or firm directly or indirectly employed by such Bidder, for the act(s) and/or omission(s) of any Bidder or Subcontractor that resulted in an incident and/or accident causing personal injury and/or property damage.

B. To the fullest extent permitted by law, the Bidder shall defend, indemnify and hold harmless the Owner, its agents and employees of any of them from and against claims, damages, losses and expenses including but not limited to attorneys' fees, arising out of or resulting from performance of its work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction, of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Bidder, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph B. The Bidder's indemnity obligations under this Paragraph B shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Owner, its agents, and employees of any of them under any applicable statute, rule or regulation including the New York Statute, Occupational Safety and Hazardous Act, and the Federal Occupational Safety and Hazardous Act. In claims against any person or entity indemnified under this Paragraph B by an employee of the Bidder, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph B shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Bidder or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

D. To the fullest extent permitted by law, the Bidder shall be liable for and shall defend, indemnify and hold harmless the Owner, its consultants, employees, officers, and agents, against any fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on, or incurred by the parties indemnified hereunder which are incurred as a result of the Bidders failure to give the notices required by Article 6(T) of these General Conditions.

E. To the fullest extent permitted by law, the Bidder shall defend, indemnify and hold harmless the Owner, its consultants, employees, officers, and agents, against any actions, lawsuits or proceedings or claims of liens brought against each or any of them as a result of liens filed against the Bidder's funds, including all the cost and expense of said liens, and including but not limited to attorneys' fees incurred by each or any of them.

C. To the fullest extent permitted by law, the Bidder shall defend, indemnify and hold harmless the Owner of and from any and all liability for violation of any laws and regulations applicable to the Bidder's work and shall defend any claims or actions which may be brought against the Owner as the result thereof. In the event that the Bidder shall fail to refuse to defend any such action, the Bidder shall be liable to the Owner for all costs of the Owner in defending such claim or action and all costs of the Owner, including attorney's fees, in recovering such defense costs from the Bidder.

ARTICLE 12

DEFICIENT AND INCOMPLETE WORK

A. The Owner will have the authority to reject work performed by the Bidder which does not conform to the requirements of the drawings and/or specifications.

B. The Owner shall have the authority to require additional inspection or testing of the Bidder's work whether or not such work is fabricated, installed, or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Bidder, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the work to have performed additional inspection or testing of the work.

C. The Bidder shall promptly correct work rejected by the Owner or failing to conform to the requirements of its contract with the Owner, whether observed before or after completion of the work by the Bidder and whether or not installed or completed. The Bidder shall bear all costs of correcting such rejected work. If prior to the date of completion, the Bidder, a Sub-bidder or anyone for whom either is responsible uses or damages any portion of the Work or premises, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment or other mechanical device, the Bidder shall cause such item to be restored to "like new" condition at no expense to the Owner.

D. If the Bidder (1) fails to correct work which is not in accordance with the requirements of its agreement with the Owner, or (2) fails to carry out its work in accordance with the requirements of its agreement with the Owner, or (3) fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the work within the contract time, or (4) fails to remove and discharge (within ten (10) days) any lien filed upon Owner's property by anyone claiming by, though, or under the Bidder, or (5) disregards the instructions of the Owner may order the Bidder to stop its work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Bidder or any other person or entity. This right shall be in addition to, and not in restriction of, other rights the Owner may have pursuant to these General Conditions or at law.

E. 1. If the Bidder defaults or neglects to carry out its work in accordance with its agreement with the Owner and fails within a three (3) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deduction from payments then or thereafter due the Bidder the cost of correcting such deficiencies. If payments then or thereafter due the Bidder are not sufficient to cover such amounts, the Bidder shall pay the difference to the Owner.

2. Where the Bidder's default and/or neglect to carry out its work in accordance with its agreement with the Owner threatens the health, safety and/or welfare of the occupants of the school district's facilities and/or threatens the structural integrity and/or preservation of the school district's facilities, the Owner may proceed to carry out the Bidder's work upon twenty-four (24) hours' notice of its intention to do so to the Bidder.

F. If the Owner prefers to accept work which is not in accordance with the terms and conditions of the agreement between the Owner and the Bidder, the Owner may, in its discretion, accept such work and reduce the Bidder's contract sum accordingly.

ARTICLE 13

FINAL COMPLETION AND CLOSEOUT

A. 1. If within two (2) years after the date of completion of the Bidder's work or designated portion thereof, or after the date for commencement of warranties established pursuant to these General Conditions, or by terms of in applicable special warranty required by the agreement between the Owner and the Bidder, any of the Work is found to be not in accordance with the requirements of said agreement, the Bidder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Bidder a written acceptance of such condition. This period of two (2) years shall be extended with respect to portions of the Bidder's work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of such work. The obligation set forth hereunder shall survive acceptance by the Owner of the Bidder's and/or termination of the Bidder's agreement with the Owner. The Owner shall give such notice within a reasonable period of time after discovery of the condition.

2. The Bidder shall, within a reasonable time after receipt of written notice thereof, but in no event no later than seventy-two (72) hours after receipt of such notice, commence to correct, repair, and make good any defects in its work.

3. The obligations of the Bidder pursuant to this paragraph shall cover any repairs to or replacement of work affected by the defective work.

ARTICLE 14

RELEVANT STATUTORY PROVISIONS

A. The Bidder acknowledges that its work is governed by the provisions of Section 101 of the General Municipal Law of the State of New York.

B. In accordance with Section 220-E of the Labor Law of the State of New York, it is agreed that:

1. In the hiring of employees for the performance of this contract or any sub-bidder hereunder, no bidder, sub-bidder, nor any person acting on behalf of such bidder or sub-bidder shall by reason of race, creed, color, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

2. No bidder, sub-bidder, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, creed or national origin.

3. There may be deducted from the amount payable to the Bidder a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.

4. This Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.

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

6. The successful Bidder shall conform to the guidelines spelled out in the Nassau-Suffolk Affirmative Action Program.

C. The Bidder and each of its subcontractors shall comply with Prevailing Wage Rates as issued by the State of New York Department of Labor for the location and duration of the Bidder's work and shall comply with all requirements governing its payments to its employees as set forth in Labor Law, section 220 et seq of the New York State Labor Law.

D. The Bidder shall comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with same. The Bidder shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the Owner, Owner's agents, and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of, or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.

E. This Contract shall be void if the Bidder fails to install, maintain, and effectively operate appliances and methods for the elimination of harmful dust when a harmful dust shall have been identified in accordance with Section 22-1 of the Labor Law of the State of New York.

F. No smoking is allowed anywhere on school property per New York State and County law. Violators are subject to a $1,000 fine and/or banishment from the property.

G. Applicable codes and standards for material furnished and work installed shall include all state laws, local ordinances, requirements of governmental agencies having jurisdiction, and applicable requirements.

H. Wherever in the specifications reference is made to ANSI or ASTM Standards, Federal Specifications, Consumer Product Standards, or similar recognized standards, the latest edition of the respective publishing agency in effect at the date of "Bid Issuance" shall be accepted as establishing the technical requirements for which compliance is required.

I. The Owner shall be entitled to request of Bidder or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of its agreement in the event (1) an order for relief is entered on behalf of the Bidder pursuant to Title 11 of the United States Code, (2) any other similar order is entered under any other debtor relief laws, (3) the Bidder makes a general assignment for the benefit of its creditors, (4) a receiver is appointed for the benefit of its creditors, or (5) a receiver is appointed on account of its insolvency. Failure to comply with such request within ten (10) days of delivery of the request shall entitle the Owner to terminate the Contract in accordance with Article 17 hereof. In all events, pending receipt of adequate assurance of performance and actual performance in accordance therewith, the Owner shall be entitled to proceed with the Bidder's work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back charged against the Bidder.

ARTICLE 15

TERMINATION OR SUSPENSION

A. 1. The Owner may terminate the Bidder's agreement in the event the Bidder:

a. refuses or fails to supply sufficient skilled workers or suitable materials or equipment to complete the Work in a diligent, efficient, timely, workmanlike, skillful, and careful manner;

b. refuses or fails to correct deficient work performed by it;

c. fails to make prompt payments to subcontractors for labor, materials, and/or equipment in accordance with the respective agreements between the Bidder and the Subcontractors;

d. disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;

e. disregards the instructions of the Owner;

f. is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of Bidder's creditors, or a trustee or receiver is appointed for Bidder or for any of its property, or files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws; or

g. fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Bidder's ability to complete the Work in compliance with all the requirements of the Contract Documents; or

h. fails after commencement of the Work to proceed continuously with the completion of the Work for more than ten (10) days;

i. fails to keep the site free from strikes, work stoppages, slowdowns, lockouts, or other disruptive activity;

j. or otherwise does not fully comply with the Contract Documents.

2. When any of the above reasons exists, may without prejudice to any other rights or remedies of the Owner, terminate employment of the Bidder upon three (3) days written notice and may, subject to any prior rights of the surety:

a. take possession of the site and of all materials, equipment, tools, and equipment and machinery thereon owned by the Bidder;

b. take possession of materials stored off site by the Bidder;

c. take assignments of the Bidder's subcontractors in accordance with these General Conditions;

d. finish the Work by whatever reasonable method the Owner may deem expedient.

3. When the Owner terminates the Contract for one of the reasons stated in Subparagraph 1 hereof, the Bidder shall not be entitled to receive further payment until the completion of the Bidder's work. If the Owners costs to complete the Bidder's work,

including additional consultants' costs and expenses, the Bidder shall be liable to the Owner for such excess costs. This provision shall survive termination of the Bidder's agreement with the Owner.

B. 1. In addition to the Owner's right to carry out the work of the Bidder pursuant to its agreement with the Bidder, the Owner may at any time, at will and without cause, terminate any part of the Bidder's work or all of the Bidder's remaining work for any reason whatsoever by giving three (3) days' written notice to Bidder, specifying the portion of the Bidder's work to be terminated and the effective date of termination.

2. Upon receipt of a notice of termination for convenience, the Bidder shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Paragraph:

a. cease operation as specified in the notice;

b. place no further orders and enter into no further subcontracts for materials, labor, services, or facilities except as necessary to complete continued portions of the Contract;

c. terminate all subcontracts and orders to the extent they relate to the Work terminated;

d. proceed to complete the performance of the remaining work on its contract which has not been so terminated; and

e. take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.

3. The Bidder shall continue to prosecute that portion of its work which has not been terminated by the Owner pursuant to this paragraph. If the Bidder's work is so terminated, the Owner shall not be liable to the Bidder by reason of such termination except that the Bidder shall be entitled to payment for the work it has properly executed in accordance with its agreement and prior to the effective date of termination (the basis for such payment shall be as provided in the Contract) and for costs directly related to work thereafter performed by Bidder in terminating such Work, provided such work is authorized in advance by the Owner. No payment shall be made by Owner, however, to the extent that such work is, was, or could have been terminated under the Bidder's agreement with the Owner.

4. In case of a termination pursuant to this paragraph B, the Owner shall make any required adjustment to the sum of contract monies remaining to be paid to the Bidder. The Owner shall be credited for (1) payments previously made to the Bidder for the terminated portion of the Work, (2) claims which the Owner has against the Bidder under the Contract and (3) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Bidder that are part of the Contract Sum; multiplied by 15% representing the Bidder's overhead and profit.

5. For the remaining portions of the Bidder's work which have not been terminated pursuant to this paragraph B, the terms, and conditions of the Bidder's agreement with the Owner shall remain in full force and effect.

6. Upon termination of the Bidder's work or a portion of the Bidder's work pursuant to this paragraph B, the Bidder shall recover as its sole remedy, payment for work which it has properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the site, delivered and stored in accordance with the Owner's instructions. The Bidder hereby waives and forfeits all other claims for payment and damages, including, without limitation, overhead and profit related to work terminated by the Owner pursuant to this paragraph B.

C. 1. In addition to Owner's right to suspend, delay, or interrupt Bidder from proceeding with any portion of its work pursuant to the terms and conditions of its agreement with the Owner, the Owner may at any time, at will and without cause suspend, delay, or interrupt any part of the Bidder's work or all work for any reason whatsoever for such period of time as the Owner may determine by giving three (3) days' prior written notice to Bidder, specifying that portion of the Bidder's work which is to be suspended, delayed, or interrupted, and the effective date of such suspension, delay, or interruption, as the case may be.

2. The Bidder shall continue to prosecute that portion of its work which has not been suspended, delayed, or interrupted, and shall properly protect and secure the portion of its work so suspended, delayed or interrupted.

3. The Owner shall incur no liability to Bidder by reason of such suspension, delay, or interruption except that Bidder may request an extension of its time to complete its work in accordance with Article 8 hereof.

ARTICLE 16

CLAIMS AND DISPUTES

A. Definition. A "Claim" is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Bidder arising out of or relating to the Contract.

B. Time Limits on Claims. Claims by the Bidder must be made within thirty (30) days after occurrence of the event giving rise to such Claim, or within thirty (30) days after the claimant first recognizes the condition giving rise to the Claim, whichever is earlier. Claims must be made by written notice. An additional Claim by the Bidder made after the initial Claim has been decided by the Owner will not be considered unless submitted in a timely manner. Failure of the Bidder to give timely notice of claim shall constitute waiver of the claim. Claims must be made by written notice to the Owner. The responsibility to substantiate Claims shall rest with the Bidder.

C. Pending final resolution of a Claim, unless otherwise agreed in writing, the Bidder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

D. Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character provided for in the Contract Documents, then notice by the Bidder shall be given to the Owner promptly before conditions are disturbed and in no event later than five (5) days after first observance of the conditions; and, (3) in the case of a condition at the site which involves a hazardous or toxic substance, as those terms are defined by OSHA or AHERA, notice to the Owner shall be given immediately upon discovery of such hazardous or toxic substance. The Owner will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Bidder's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both.

ARTICLE 17

MISCELLANEOUS PROVISIONS

A. The agreement between the Owner and the Bidder shall be governed by the law of the place where the work to be performed is located; venue to be in the County in which the School District is located.

B. Historical lack of enforcement of any law, local or otherwise, shall not constitute a waiver of Bidder's responsibility for compliance with such law in a manner consistent with its agreement with the Owner unless and until the Bidder has received written consent for the waiver of such compliance from the Owner and the Agency responsible for the enforcement of such law.

C. All notices to be given hereunder shall be in writing and may be given, served, or made (1) by depositing the same for first class mail delivery in the United Stated mail addressed to the authorized representative of the party to be notified; (2) by depositing the same in the United Stated mail addressed to the authorized representative of the party to be notified, postpaid and registered or certified with return receipt requested; (3) by depositing the same for overnight delivery (prepaid by or billed to the party giving

notice) with the United States Postal Service or other nationally recognized overnight delivery service addressed to the authorized representative of the party to be notified; or (4) by delivering the same in person to the said authorized representative of such party. Notice deposited in the mail by certified mail or overnight delivery in accordance with the provisions hereof shall be effective from and after the fourth (4th) day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. All notices to be given to the parties hereto shall be sent to or made at the addresses set forth hereinbelow. By giving the other parties at least seven (7) days' written notice thereof, the parties hereto shall have the right to change their respective addresses and specify as their respective addresses for the purposes hereof any other address in the United States of America.

D. Except as expressly provided in the agreement between the Owner and the Bidder, duties and obligations imposed by such agreement and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law, or in equity or by other agreement, and such rights and remedies shall survive acceptance of the Bidder's work and/or any other termination of the Bidder's agreement with the Owner.

E. No action or failure to act by the Owner or Bidder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

F. The headings denoting the separately numbered Articles of these General Conditions are specifically set forth for reference purposes only and are not in any way to be deemed explanatory of or limiting of the contents of any paragraph or subparagraph. Furthermore, said headings are not to be deemed part of this Agreement for purposes of interpretation, litigation or as defining or limiting the rights or obligations of the parties.

G. In case any provision of this Agreement should be held to be contrary to, or invalid, under the law of any country, state or other jurisdiction, such illegality or invalidity, shall not affect in any way, any other provisions hereof, all of which shall continue, nevertheless, in full force and effect in any country, state or jurisdiction in which such provision is legal and valid.

H. The rights stated in these General Conditions and the documents which form the agreement between the Owner and the Bidder are cumulative and not in limitation of any rights of the Owner at law or in equity.

I. In the event the Owner commences legal proceedings against the Bidder, or same is commenced against the Owner by the Bidder, the Bidder shall be liable to the Owner for the expenses incurred by the Owner in connection with said proceeding in the event the Owner is the prevailing party. Said expenses shall include reasonable attorneys' fees, costs, interest, penalties, and/or witness fees.

J. The Owner shall not be responsible for damages or for loss of anticipated profits on work not performed on account of any termination of the Bidder by the Owner or by virtue of the Owner's exercise of its right to take over the Bidder's work pursuant to its agreement with the Bidder.

K. The Owner shall not be liable to the Bidder for punitive damages on account of any its termination of the Bidder or any other alleged breach of the agreement between it and the Bidder and the Bidder hereby expressly waives its right to claim such damages against the Owner.

L. The Bidder hereby expressly waives any rights it may have in law or in equity to lost bonding capacity as a result of any of the actions of the Owner taken in connection with the Bidder's work.

M. Upon determination by legal means (e.g. court action, etc.) that termination of Bidder pursuant to Article 17.A.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Article 17.B.1 and Bidder's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Article 17.B.1.

N. The Bidder agrees not to assign, transfer, convey or sublet or otherwise dispose of this Contract or his right, title, and interest therein or his power to execute such Contract, to any other person, firm, or corporation without the previous consent in writing of the Owner.

2026-2027 Participating School Districts

DISTRICT	ADDRESS	PHONE (516)	FAX (516)
Baldwin UFSD	960 Hastings Street	434-6060	434-6802
	Baldwin, NY 11510		
	Russell Randazzo		
	RandazzoR@BaldwinSchools.org		
Bellmore UFSD	580 Winthrop Avenue	679-2907	826-6214
	Bellmore, NY 11710		
	Joseph Fiorino		
	JFiorino@BellmoreSchools.org		
Bellmore-Merrick UFSD	1260 Meadowbrook Road	992-1032	992-1265
	North Merrick, NY 11566		
	Jon Simpkins		
	JSimpkins@Bellmore-Merrick.k12.ny.us		
East Meadow UFSD	718 The Plain Rd.	478-5509	
	Westbury, NY, 11590		
	Anthony Velasquez		
	JVelasquez@emufsd.us		
East Rockaway UFSD	443 Ocean Ave.	887-8300	887-8347
	East Rockaway, NY 11518	ext. 545	
	James Daly		
	JDaly@EastRockawaySchools.org		
Freeport UFSD	235 North Ocean Ave.	867-5222	867-8962
	Freeport, NY 11520		
	Kevin Randazzo		
	Krandazzo@FreeportSchools.org		
Hewlett-Woodmere UFSD	1 Johnson Pl	792-4805	374-8185
	Woodmere, NY 11598		
	Allan Wakefield (Interim Director)		
	awakefield@hewlett-woodmere.net		
Lawrence UFSD	Anthony Mogilski	295-7044	295-8000
	195 Broadway		
	Lawrence, NY 11559		
	AMogilski@lawrence.k12.ny.us		
Long Beach CSD	130 Maple Blvd.	897-2120	897-2248
	Long Beach, NY 11561		
	Don Kramer		
	Dkramer@Lbeach.org		
Lynbrook UFSD	111 Atlantic Avenue	887-0259	887-3728
	Lynbrook, NY 11563		
	James Saitta		
	James.Saitta@LynbrookSchools.org		

Massapequa UFSD	4925 Merrick Road	308-5040	308-5049
	Massapequa, NY 11758		
	Timothy O'Donnell		
	TOdonnell@MSD.k12.ny.us		
Merrick UFSD	21 Babylon Rd.	992-7256	992-7291
	Merrick, NY, 11566		
	Victor Tymchynyuk		
	VTymchynyuk@Merrick.k12.ny.us		
Oceanside UFSD	145 Merle Avenue	594-2333	594-2352
	Oceanside, NY 11572		
	Mark Montemarano		
	Mmontemarano@OceansideSchools.org		
Plainedge UFSD	241 Wyngate Drive	992-7422	992-7478
	N. Massapequa, NY 11758		
	Brett Prochazka		
	Brett.Prochazka@PlainedgeSchools.org		
Rockville Centre UFSD	John Scalisi	255-8932	393-5229
	127 Shepard Street		
	Rockville Center, NY 11575		
	jscalisi@rvcschools.org		
Roosevelt UFSD	Warren Young	345-7018	
	1 Wagner Avenue		
	Roosevelt, NY 11575		
	wyoung@rufsd.org		
Seaford UFSD	1600 Washington Avenue	592-4040	592-4048
	Seaford, NY 11783		
	Russ Costa		
	Rcosta@Seaford.k12.ny.us		
Uniondale UFSD	933 Goodrich St.	560-8848	918-1014
	Uniondale, NY, 11553		
	Martin DarConte		
	MDarConte@UniondaleSchools.org		
Valley Stream #13	585 N.Corona Avenue	568-6100	568-6115
	Valley Stream, NY 11580	ext. 6287	
	Sean Reid		
	Sreid@ValleyStream13.com		
Valley Stream #30	175 N. Central Ave.	434-3600	285-8742
	Valley Stream, NY 11580		
	Michael DeLuca		
	MDeLuca@VS30.org		

Wantagh UFSD	**3301 Beltagh Ave.**	679-6313	679-6349
	Wantagh, NY, 11793		
	Robert Lovergine		
	LovergineR@WantaghSchools.org		
Westbury	6 Hitchcock Lane	874-1838	876-5105
	Old Westbury, NY 11568		
	Brian Sudran		
	BSudran@WestburySchools.org		