Public Schools of the Tarrytowns

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

NOTICE TO BIDDERS

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

CONTRACT FOR:

PEST EXTERMINATION SERVICES

DUE: THURSDAY, JUNE 11, 2026 AT 3:00 P.M. EST

Bid: 26/27-TUFSD-002

Bids will be received until the above stated hour of prevailing time and date at the School District Purchasing Office, 200 N Broadway, Sleepy Hollow, New York, 10591 at which time and place all bids will be publicly opened and read. Specifications and bid forms may be obtained electronically via email request, Monday through Friday between the hours of 8:00a.m.and 4:00p.m., excluding holidays as well as on the District website www.tufsd.org. Please contact the Purchasing Office at 914-332-4262 or via e-mail at lleone@tufsd.org.

Bids must be presented on the proposal forms in the manner designated therein and as required by the specifications. **All bids must be enclosed in a sealed envelope clearly marked with the Bidders Company Name, Bid Title, Due Date and Time.** The Board of Education reserves the right to waive any informality in or to reject any or all bids, or to accept that bid which, in the Board of Education's judgment, is in the best interest of the School District.

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

Public Schools of the Tarrytowns

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GENERAL CONDITIONS

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

FORM, CONTENT AND SUBMISSION OF BIDS

1. FORM. Bids must be properly made out on the forms provided by the District and signed by the bidder, or where the bidder is a corporation, by a duly authorized officer, in pen and ink.

2. LATE BIDS. Bids which are received after the time stated for the opening of bids cannot be considered or accepted.

3. VERIFICATION OF BID. The bid shall be verified by the oath, in writing, of the party or parties making it, that the matters stated therein are in all respects true. If the bidder is a corporation, the verification shall be made by an officer of such corporation with knowledge of the facts and having authority to make such sworn statement.

4. DELIVERY HOURS. All supplies and equipment must be delivered during the hours 9:00 A.M. to 11:00 A.M. or 1:00 P.M. to 3:00 P.M unless alternate times are otherwise mutually agreed upon between the District and the successful bidder.

5. F.O.B. DELIVERY POINT. Bid pricing must be F.O.B. delivery point, unloaded and placed inside building door or at points of delivery, in manner and quantities as directed by the District if applicable.

6. TAX EXEMPTION. The District is exempt from federal, state or municipal sales and excise taxes. The bid price shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished by the District upon request.

7. PARTIAL BIDS. The District reserves the right to solicit and award bids on an item-by-item basis, group basis, or on the total bid. Where the District has solicited bids on an item-by-item or group basis, bidders may quote on any or all items or groups.

8. PRICE QUOTATIONS. The price of each item which bidder agrees to furnish must be written in ink or typed in the blank space provided on the proposal form and must include all charges for packing, marking, delivery and installation. In the event of a discrepancy, the unit price will govern.

9. PRICE WARRANTY. The bidder certifies, warrants and represents the prices quoted are the lowest offered to any governmental or commercial consumer located within New York State, and should the successful bidder offer any such consumer a lower price during the contract period, such lower price shall apply on all unshipped orders for the balance of the contract period.

10. PAYMENTS. The terms of payment are, except for discounts: Net cash by thirtieth of month following month of complete receipt, installation and acceptance by the District provided the successful bidder has

rendered itemized invoices with certified payroll where applicable. If any items remain to be delivered on back-order, invoices must show item number and quantities back-ordered.

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

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

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

14. TRANSACTIONS WITH PUBLIC ENTITIES.

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

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

damages on account of such cancellation or termination, but any monies owing by the District for goods delivered or work done prior to the cancellation or termination shall be paid.

15. WITHDRAWAL OF BIDS DUE TO ERROR MADE BY BIDDER. After the opening of bids, a bidder may request that the Board of Education grant consent to the withdrawal of its bid because of errors made by said bidder under the following terms and conditions:

(a) The request to withdraw a bid must be in writing, addressed to the Purchasing Agent, and must give reasons for the request;

(b) The request must be received by the Purchasing Agent not later than 72 hours following the opening of bid;

(c) A bidder requesting consent for the withdrawal of a bid shall appear and testify under oath, if requested to do so by the District, and shall make available to the District all worksheets, summary sheets and other data requested. Failure to appear or to make available data as requested by the District may result in refusal of consent of the withdrawal of bids;

(d) Whenever any bidder requests the consent of the District to withdraw their bid, the District may grant such request in any case which it deems just and proper, but such request shall be made and such consent to withdraw shall be accepted by the bidder upon the express condition that said bidder shall be excluded from bidding again on the re-advertisement of bids for the same item or proposal. Should any bidder request the withdrawal of more than one bid in any twelve-month period, they shall be disqualified from bidding on any District work for a period of twelve months from the date of the second request.

16. PREVAILING WAGE. If applicable, please be advised that all work performed shall comply with the provisions of the New York State Prevailing Wage Law. Additional information can be obtained at http://www.labor.state.ny.us/workerprotection/publicwork/PWContents.shtm **PRC# 2026900828**

Please note that certified payrolls must be submitted with all invoices. Invoices will not be processed if the certified payroll is not provided.

AWARD OF BIDS

17. IRREGULARITIES. The Board of Education reserves the right, in its sole discretion, to waive any irregularity or informality in any bid.

18. REJECTION OF BIDS. The Board of Education reserves the right, in its sole discretion, to reject any bid for failure to conform to the instructions and specifications governing said bid; and further reserves the right, in its sole discretion, to reject all bids for any reason.

19. AWARD. Awards will be made to the lowest responsive and responsible bidder, as will best promote the public interest, taking into consideration all relevant factors, including but not limited to the reliability of the bidder, the quality of the materials, equipment or supplies to be furnished and their conformity with the instructions and specifications, the purposes for which required, and the terms of delivery.

20. TIME FOR AWARD. The Board of Education reserves the right to make awards within 45 days after the date of the bid opening, during which period bids may not be withdrawn unless the bidder formally requests a withdrawal of bid due to error defined in section 15.

21. NOTICE OF AWARD. The mailing by the District to the successful bidder at the address herein specified of a Purchase Order, Notice of Award, or Acceptance of Bid for any of the items for which its bid is submitted, shall, together with the terms of this document, and an executed contractor Agreement will constitute a contract between the District and the successful bidder to furnish and deliver the items and/or perform services as set forth in said Purchase Order, Notice of Award or Acceptance of Bid.

PERFORMANCE

22. ASSIGNMENT, ETC. FORBIDDEN. The successful bidder may not assign, transfer, convey, subcontract, or otherwise dispose of the award, its right, title or interest therein, or any contract entered pursuant thereto, to any other person or entity without the previous consent in writing of the District and/or its representatives.

23. COMPLIANCE WITH APPLICABLE LAW. The successful bidder will comply with all the provisions of the laws of the State of New York and of the United States of America which affect School Districts and School District contracts and awards, including but not limited to: the Labor Law, the General Municipal Law, the Education Law, the Worker's Compensation Law, the Lien Law, the Personal Property Law, Federal and State Unemployment Insurance Laws, Federal and State Social Security Laws, State, Local and Municipal Health Laws, administrative rules and regulations pertaining to any of the foregoing; regulations promulgated by the Commissioner of Education and the Commissioner of Labor (Industrial Commission) of the State of New York; and all applicable laws and administrative rules and regulations affecting equality of opportunity in employment.

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

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

26. PACKING. All materials and supplies must be packed in specified quantities, securely wrapped and plainly labeled to show the contents of each package. Each box or case in which these items are delivered shall be marked for the location at which it is to be delivered, and shall contain a memorandum showing the quantities and description of each of the items contained in such box or case, and if any items remain

to be delivered on back-order, said memorandum must show item number and quantities back-ordered. The purchase order number or contract number must appear on all packages.

27. INSTALLATION OF EQUIPMENT

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

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

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

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

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

29. GUARANTEES

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

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

> (1) That all materials, supplies and equipment furnished under this bid proposal shall be guaranteed for a minimum period of one year (after date of acceptance by the District) against defective workmanship and/or material:
>
> (2) That equipment or furniture offered is standard, new, latest model of regular stock product; or as required by the specifications; with parts regularly used for the type of equipment or furniture offered and that no attachment or part has been substituted or has been applied contrary to manufacturer's recommendations and standard practice.

(c) Any equipment provided under the bid contract, which is or becomes defective during the guarantee period, shall be replaced by the successful bidder, free of charge, with the specific understanding that all replacements shall be similarly guaranteed for one year from the date of the acceptance and replacement.

The successful bidder shall make any such guarantee replacement promptly upon receiving notice from the District.

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

31. FAILURE TO PERFORM.

(a) In the event the successful bidder should at any time refuse or neglect to prosecute the work in such manner as will in the judgment of the District result in a failure of the satisfactory completion of all or part of the work within the time stipulated, then, after three (3) days' written notice to the successful bidder the District shall be at liberty to complete the work at the successful bidder's expense or to consider the award void without prejudice to any other remedy it may have.

(b) This contract may be terminated by the School District upon not less than seven (7) days written notice should the successful bidder fail substantially to perform in accordance with the terms of this contract through no fault of the party initiating the termination. Said failures shall include but not be limited to: failure to supply sufficient skilled workers or suitable materials or equipment to complete the work in a diligent, efficient, timely, workmanlike, skillful, and careful manner; failure to deliver within the time specified, or within a reasonable time as interpreted by the School District or failure to make replacement of rejected articles, when so requested, immediately or as directed by the School District; in this event, the School District may purchase from other sources to take the place of the item rejected or not delivered at the expense of the successful bidder; refusal or failure to correct deficient work performed by it; failure to make prompt payments to subcontractors for labor, materials, and/or equipment in accordance with the respective agreements between the contractor and the subcontractors; disregard of laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; disregard of the instructions of the School District (when such instructions are based on the requirements of the Contract Documents); bankruptcy or insolvency, or general assignment for the benefit of successful bidder's creditors, or where a trustee or receiver is appointed for Contractor or for any of its property, or filing of a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws; breaches any warranty made by the successful under or pursuant to the Contract Documents; failure to furnish the School district with assurances satisfactory to the District evidencing the successful bidder's ability to complete the work in compliance with all the requirements of the Contract Documents; or failure after commencement of the work to proceed continuously with the construction and completion of the work for more than ten (10) days, except as permitted under the Contract Documents; failure to keep the Project free from strikes, work stoppages, slowdowns, lockouts or other disruptive activity; or otherwise does not fully comply with the Contract Documents; violation of the provisions of labor law section 220-e as applied to this contract and set forth herein.

(c) The School District may at any time, at will and without cause, terminate any part of the contractor's work or all of the contractor's remaining work for any reason whatsoever by giving three (3) days' written

notice to Contractor, specifying the portion of the Contractor's work to be terminated and the effective date of termination.

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

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

32. ADDITIONAL QUANTITIES

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

(b) Provided it is mutually agreed between the parties, the District may extend this bid contract for one or more additional years. The extended contract shall equal the terms and conditions and prices of the original bid contract unless otherwise specified in the bid document.

(c) The District may purchase any materials, supplies or equipment at any time during the contract period, for the same price and under the same terms and conditions as set forth herein.

33. INDEMNIFICATION. The successful bidder agrees to indemnify and save harmless the District against and from all costs, damages and legal fees to which it may be put by reason of any lawsuit, action or proceeding of any nature and description against it, its officers, servants, agents and employees on account of any injury or damage to the person or property of another, in consequence of materials, equipment and supplies provided by said successful bidder, or in consequence of any act or omission to act of said successful bidder, its officers, servants, agents or employees; or on account of any claim for infringement of patent rights or copyright arising from the sale, supply or use of any materials, equipment or supplies provided by said successful bidder; and the successful; bidder further agrees that the whole or so much of the monies due to it under and by virtue of this agreement as may be considered necessary by the District may be retained by the District as partial indemnity until all such suits or claims for damages have been settled and evidence to that effect furnished to the satisfaction of the District.

34. FORCE MAJEURE. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for any other acts not within the control of the successful bidder, except for strikes or labor unrest, and which by exercise of reasonable diligence it is unable to prevent.

GENERAL PROVISIONS

35. SPECIAL REQUIREMENTS. Where special requirements promulgated by the District for this document, the terms of said special requirements shall prevail.

36. INTEGRATION. Except for section and paragraph headings, which are descriptive only, the terms of this document shall be deemed a part of every bid proposal submitted to the District and shall be deemed a part of every contract entered between the District and successful bidders pursuant to the award of such bids.

37. NEW YORK LAW

(a) All bidders agree the New York State law will govern any and all disputes concerning the application, interpretation, or performance of bid instructions, specifications and proposals, and any contracts or agreements entered pursuant thereto; and that no action, proceeding, appeal or other litigation of any description whatsoever concerning the foregoing shall be commenced against the District, its officers, employees, servants or agents in any forum other than in the Supreme Court of the State of New York in Westchester County, New York, or before the Commissioner of Education of the State of New York.

(b) All bidders consent to the jurisdiction of the Supreme Court of the State of New York in Westchester County, New York for any litigation which may be commenced against them by the District concerning the matters set forth in the preceding sub-paragraph; and waive any objection which they may have as to venue or the convenience of said forum.

38. TERMINATION. The Board of Education reserves the right to terminate this bid contract, with or without cause, upon 30 days written notice to the bidder.

INSURANCE

39. INSURANCE. The successful bidder shall purchase and maintain insurance which may arise from operations under the contract. Said policies shall be purchased in the amounts set forth in the Insurance Requirements section of this Bid to protect the Board against claims arising from or related to the operations of the successful bidder and its subcontractors.

(a) The successful bidder shall pay all deductibles of Board's insurance for claims as a result of the negligence of the successful bidder. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

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

indemnity obligation provided in the Contract.

(c) Enclosed with the bid submission, the Bidder must include a letter from an insurance agent, broker, or carrier stating that no less than the minimum limits of insurance required in the Bid Request will be met. The name of the insurance company that will provide the mandated insurance will be stipulated. The insurance carrier must be licensed to do business in New York State.

(d) All insurance certificates shall state that the policy will not be canceled nor coverage thereunder, be reduced or limited without thirty (30) days prior written notice to the School District. It shall further state that a similar thirty (30) days prior written notice will be given to the School District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured successful bidder, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverages are excluded by endorsement or otherwise excepting such as appear in the standard printed policy itself. The School District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages and the successful bidder agrees to assist in obtaining any such desired information.

40. INSURANCE REQUIREMENTS.

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

1. The policy naming the Tarrytown Union Free School District as an additional insured should:
    a. Be an insurance policy from an A.M. Best rated A- or better insurer. A New York licensed insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the Tarrytown Union Free School District.
    b. State that the organization's coverage shall be primary and non-contributory coverage for the Tarrytown Union Free School District, its Board, employees and volunteers.
    c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the Tarrytown Union Free School District for both on-going operations (CG 20 38) and products and completed operations (CG 20 37). The decision to accept an endorsement rest solely with the Tarrytown Union Free School District. A completed copy of the endorsements must be attached to the certificate of insurance.
2. The contractor agrees to indemnify the Tarrytown Union Free School District for any applicable deductibles and/or self-insured retentions.
3. Minimum Required Insurance:
    a. **Commercial General Liability Insurance**

    $1,000,000 per Occurrence/ $2,000,000 Aggregate
    $2,000,000 Products and Completed Operations
    $1,000,000 Personal and Advertising Injury
    $100,000 Fire Damage

$10,000 Medical Expense
The general aggregate shall apply on a per-project basis.

b. **Automobile Liability**

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

c. **Workers' Compensation and NYS Disability Insurance**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

d. **Umbrella/Excess Insurance**

$3,000,000 each Occurrence and Aggregate.

$10,000,000 each Occurrence and Aggregate for high-risk construction, work at elevation (>1 story or 10 feet) and/or for project values greater than $1,000,000.

Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages.

4. a. The certificate of insurance must describe the specific services provided by the contractor (e.g., carpentry, plumbing, etc.) that are covered by the liability policies.
   b. At the District's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.
5. Contractor acknowledges that failure to obtain such insurance on behalf of the Tarrytown Union Free School District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The contractor is to provide the Tarrytown Union Free School District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.
6. Sub-contractors are subject to the same terms and conditions as stated above and submit same to District/BOCES for approval prior to the start of any work.
7. In the event the contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend and hold harmless the Tarrytown Union Free School District, its Board, employees and volunteers from any and all claims for which the required insurance would have provided Coverage.

Public Schools of the Tarrytowns

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

INSTRUCTIONS TO BIDDERS

The Union Free School District of the Tarrytowns invites qualified and licensed Contractors to bid on the work described below.

1. THE PROJECT. It is the intent of this bid to secure annual full Integrated Pest Management (IPM) service, a process, or planned program for long-term pest suppression for the Union Free School District of the Tarrytowns . The process is based on surveillance and the interpretation of data to estimate the pest population in each area. This monitoring allows accurate decisions to be made on when control measures are needed, the type of control measure(s) to be selected, and the method of application. Control practices in an IPM program must extend beyond the application of pesticides to predominantly include structural and procedural modifications, which establish physical barriers to pests and reduce the food, water, and harborage available to them. IMP will be implemented at the District locations as stated in the "Scope of Work" section of this document.

2. THE WORK. Contractor's bid proposal must be on the Bid Proposal Form included with these Bid Documents and must be made in accordance with these instructions. Contractors bidding on this work must be thoroughly familiar with the type of work to be done and submission of proposal will be considered proof of this knowledge.

3. TERM OF CONTRACT. The term of the contract is from July 1, 2026 through June 31, 2027 with an option to extend for three (3), additional one (1)-year periods, with an annual increase based on the published CPI upon mutual agreement between the awarded Contractor and the Board of Education of the Union Free School District of the Tarrytowns .

4. QUESTIONS Any and all questions about the interpretation or clarification of the Bid Documents, or about any other matter affecting the work or pertaining to the bid, must be directed in writing to lleone@TUFSD.org.***Bidders must submit such questions in writing before the end of the business day, **Thursday June 4, 2026** The District will not be obliged to consider the questions submitted after that date.

5. ANSWERS. The District will issue addenda, if necessary, to answer such questions. Bidders shall rely on answers contained in such addenda and shall not rely upon any oral answers given by any employee or agent of the District. Answers to all submitted questions will be disseminated to all bid document holders in the form of an addendum no later than **Monday, June 8, 2026.**

6. BASIS FOR THE BID. The bids shall be based on the Bid Documents, and the addenda (if any) and on such information as the bidders may obtain from a reasonable site inspection. Bidders shall not rely on oral statements made by any employee or agent of the District. Before submitting a proposal, bidders shall fully inform themselves as to all existing conditions and limitations and shall include in the Proposal, a sum to cover the cost of all items included in the Contract.

7. BID DOCUMENTS AND ADDENDA

(a) Bidders are responsible for examining all the Bid Documents, including all appendices, and addenda (if any) and to determine for themselves what portions are pertinent to their work.

(b) Bidders shall base their bid proposals on the entire content of the Bid Documents. Bidders shall check their copies of the Bid Documents for blank or missing pages. The Bidders are responsible for determining whether or not their copies of the Bid Documents are complete.

(c) Addenda are written revisions, clarifications or modifications of the Bid documents. Addenda, if any, shall be issued by the District and shall be transmitted by mail, express delivery, fax or e-mail to the bidders and become part of the Bid Contract.

8. BID PROCEDURES

(a) Proposals shall be made according to the form provided in the Bid Document and all blank spaces in the form which apply shall be fully completed; numbers shall be stated both in writing and in figures; the signature shall be in long hand; and the completed form shall be without interlineation [cross-outs], alteration or erasure. In the event there is a discrepancy between the written bid price and the numeral, the written bid price will govern.

(b) No proposal will be considered unless it is received and in hand on or before Thursday, June 11, 2026 at 3:00 PM at which time proposals are to be opened and read aloud.

(c) Proposals shall not contain any recapitulation of the work to be done. No oral, telegraphic, or telephonic proposals or modifications will be considered.

(d) The District will have the option to reject bids that contain omissions, exceptions or modifications, or in its sole discretion may waive such irregularities.

(e) Vendor must supply at least three references for contracts of similar scope for Public School Districts of similar size. Failure to do so may result in disqualification of a vendor bid proposal.

9. POST-BID PROCEDURES

(a) The responsibility of bidders will be considered in making the award. The District may make such investigation as the District deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the Work. Such investigation shall begin with a review of the Bidder supplied references and shall include such additional information as shall be required herein.

(b) When requested by the District, bidders shall furnish all information and data required by the District within the time and in the form and manner requested by the District. Upon the District's request, the low bidder shall furnish within three (3) working days after the bid opening four (4) copies of the following information in writing:

1. evidence of the bidder's financial responsibility, including a certified financial statement prepared by a certified public accountant;
2. the insurance certificates required by the Bid Documents;

(d) To the fullest extent allowed by law, the District reserves the right to reject any bid if the evidence required by the District is not submitted or fails to satisfy the District that the bidder is responsible, able and qualified to carry out the obligations of the Contract or to complete the work as contemplated. The District will consider the information received under paragraphs 9.1 through 9.3 above in determining whether or not to accept a proposal.

(e) Acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the District or in the form a District Purchase Order.

10. TAX STATUS.

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

11. NON-DISCRIMINATION

All Employees and Subs of all tiers and all Contractors shall comply with all pertinent provisions of the State and Federal law against discrimination in employment practices.

12. Fuel Surcharges/Overweight Charges

The Union Free School District of the Tarrytowns will not pay fuel surcharges added to invoices.

13. Appendix A - W9 to be completed and returned with bid proposal

14. Appendix B – ACH Information Request Form to be completed and returned with bid proposal.

15. Appendix C – District Contract to be signed and returned with bid proposal. If awarded, the contract will be signed by the District Designee and a copy of the executed agreement will be returned to the awarded vendor.

SCOPE OF WORK

DISTRICT LOCATIONS/BUILDING PROFILE AND CONTACT INFORMATION:

Sleepy Hollow Middle /High School: (SHMS/SHHS) 210 North Broadway, Sleepy Hollow, NY 10591
Contact: Joanes (Ronnie) Macedo (Head Custodian) - (845) 654-0546 Cell
Total Square Footage: 246,910

John Paulding School: 154 North Broadway, Sleepy Hollow, NY 10591
Contact: Billy Almeida (Head Custodian) - (914) 494-3290 Cell
Total Square Footage: 39,125
*Exterior Grounds & Playgrounds Estimated at 2.0 Acres for Tick & Mosquitos

Tappan Hill School: 50 Ichabod Lane, Tarrytown, NY 10591
Contact: Alex De La Cruz (Custodian) - (914) 415-2595 Cell
Total Square Footage: 24,250
*Exterior Grounds & Playgrounds (West & South) Estimated at 0.75 Acres for Tick & Mosquitos

Winfield L. Morse School: 30 Pocantico Street, Sleepy Hollow, NY 10591
Contact: Greg Valentin (Head Custodian) - (914) 557-4462 Cell
Total Square Footage: 77,235

Washington Irving Intermediate School: 103 South Broadway, Tarrytown, NY 10591
Contact: Manny Guzman (Head Custodian) - (914) 227-8669 Cell
Total Square Footage: 92,841

Administration Building: 200 North Broadway, Sleepy Hollow, NY 10591
Contact: Billy Almeida (Head Custodian) - (914) 494-3290 Cell
Total Square Footage: 12,168

Red Barn: 200 North Broadway, Sleepy Hollow, NY 10591
Contact: Kelvin Toribio (Head Groundsman) - (914) 606-2311 Cell
Total Square Footage: 1,976

Transportation Building: 210 North Broadway, Sleepy Hollow, NY 10591
Contact: Kelvin Toribio (Head Groundsman) - (914) 606-2311 Cell
Total Square Footage: 5,600

Bus and Vehicle Maintenance Bay: 4 Division Street, Tarrytown, NY 10591
Contact: Wilson Urgiles (Lead Mechanic) - (914) 631-3363 Office
Total Square Footage: 2,040

1. GENERAL REQUIREMENTS:

This is a full-service contract. For the purposes of this contract, full service shall mean that the Contractor's bid price shall include all labor and material and supplies for all monthly services as detailed within. Complete preventive IPM, all administrative, reporting or other requirements, all overhead costs and profit. It shall also include all travel costs, parking fees and any other ancillary fees and costs including permits, licenses insurance, etc. Service shall include but is not limited to the specification in this Bid document. Emergency services are on an "as needed basis".

2. SPECIFIC REQUIREMENTS:

Contractor must be a full service pest control company able to perform all forms of pest control services without subcontracting work.

Contractor must provide a general, written technical summary of Integrated Pest Management with its philosophy, strategies, and follow-up procedures for ongoing pest problems. Contractor must provide, in writing, general details of its IPM approach and procedures to solving pest problems such as cock-roaches, ants, rodents (mice, rats, squirrels, racoons, etc.) fleas, spiders, silverfish, bed bugs, stinging insects, ground beetles, millipedes, centipedes, clover mites, crickets, sow bugs and any other infestation.

***Occasional need for Wildlife Services, trapping and release of larger rodents such as woodchucks, racoons and birds such as woodpeckers.

*** Occasional need for Tick and Yard Treatments listed for John Paulding and Tappan Hill

All pesticides used must be registered by the Environmental Protection Agency and must be applied in strict adherence with label directions. Company must follow all Federal, State, and Local Laws regarding use, posting, notification, storage (off site) and disposal.

****Exception to treatments: Non-Student/Staff area located at the District Bus & Vehicle Maintenance Bay is allowed to have expanded treatment materials.

Contractor must have full time management/supervisory personnel who are trained in all aspects of pest control procedures.

Contractor must have a degreed entomologist who is employed by the company and who has at least two years' experience in IPM in the structural pest control field.

Contractor must maintain a current pesticide business registration License from the New York State Department of Environmental Conservation. Contractor must provide a copy of this registration w/bid.

Contractor must also possess and include a copy of a Department of Labor Certification.

Contractor and pertinent personnel must be certified to perform the work specified herein in accordance with the administration by the New York State Department of Environmental Conservation (NYSDEC) of the Core Certification Program of the United States Environmental Protection Agency, as outlined in the most recent revision of Circular 865: Part 325 – Rules and Regulations relating to the Application of Pesticides (NYSDEC) in the following categories:

- Structural and Rodent Control
- Food Processing, where service is to be provided to any food handling, processing, holding or preparation area
- Any other category, which may apply to any work in the facilities indicated herein.

Contractor must submit a list of employees with copies of license and certification documents and a schedule of their annual training program with their bid proposal.

All Contractor's service personnel must be in uniform with company identification permanently displayed on uniform. Personal picture ID cards must be worn attached to the pocket of uniform. The Union Free School District of the Tarrytowns 's representative reserves the right to reject and bar from our facilities any employee hired by the Contractor.

Service vehicles must be clearly identified with company name and applicable state license numbers clearly display on vehicle(s).

Contractor must have an in-service training program to educate school staff, students, interested parents, and the invited public about the program and the principles of IPM and other pertinent topics if requested by the District.

Contractor must have an established safety program to include on-site/in-service training for school District employees on "Right to Know" if requested by the District.

Contractor must have a written *Emergency Response Manual* with specific instructions regarding spills, accidents, etc.

Contractor shall perform service one (1) time per month.

Contractor must set specific days and times in writing each month for all scheduled service visits.

Contractor must provide a 24-hour emergency response program at no additional fee. Should a pest problem covered in the service agreement become a problem, company must be capable of responding within 24 hours of District's request for service.

Contractor must provide a documented service report upon completion of each service signed by the head custodian for that building location or his or her designee.

Awarded Contractor must provide Certificates of Insurance as specified in this bid specification. The District is to be listed as an "Additionally Insured on a Primary and Non-Contributory Basis" with endorsement CG 20 26 of the policy. Absolutely no work is to be performed under this contract prior to the submission of appropriate insurance documentation to District.

The Union Free School District of the Tarrytowns will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor.

The quality of service shall be subject to inspection at any time by the School District. Should the quality of services being performed be found to be not satisfactory, and the requirements of the specifications are not being met, the School District may terminate this contract and employ another Contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the School District for additional costs incurred above the awarded contract amounts.

The Contractor must provide a minimum of three references where Contractor is currently performing an IPM program. References must be for locations where service is performed at a school district or commercial building, (not private residences). References must include current contact person, address, phone & fax numbers, and e-mail address if available. Failure to provide listing may result in rejection of bid.

Awarded Contractor shall report to the custodian of each building or his or her designee under service agreement before and after performing extermination services as required, and shall obtain a signed receipt, in duplicate, for services rendered. One copy is to be left with the custodian.

Detailed reports must be provided stating the TIME-IN / TIME-OUT, material used, amount used, and where service was performed.

Contractor shall provide all supervision, training, labor, materials and equipment needed for exterminating pests.

Contractor must have a 24-hour emergency telephone number to provide around-the-clock, seven days a week notifications.

The Contractor may cancel this contract with cause only upon 90 days' written notice. The School District may cancel this contract without cause at any time provided 30 days' written notice is given to Contractor.

SITE VISITS**:** To arrange review of field conditions, please contact the Director of Buildings and Grounds, Tony DeMan at (914) 332-6256



Public Schools of the Tarrytowns

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

NO BID FORM

COMPLETE THIS FORM ONLY IF YOU ARE SUBMITTING A

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

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

UFSD of the Tarrytowns
Attn: Lauren Leone, CPPB
Purchasing Agent
Purchasing Department
200 North Broadway
Sleepy Hollow, NY 10591
lleone@tufsd.org

FIRM NAME: _____

VEDOR TAX ID NO: _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

TITLE/POSITION: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____ E-MAIL: _____

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



Public Schools of the Tarrytowns

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

BID PROPOSAL FORM

Bidder Company Name: _____

Contact Name: _____

Address: _____

_____

Phone: _____ Fax: _____

E-Mail: _____ Tax ID#: _____

_____ _____

Signature of Company Representative submitting proposal Date

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

The contractor shall perform all work at the rates established below. For the purpose of this contract and due to the nature of facilities covered under the terms of this agreement "STRAIGHT TIME" will be considered MONDAY thru FRIDAY, 8:00 a.m. thru 5:00 p.m. All work performed at any other times will be deemed "OVERTIME" by the DOL standard definition.

Each contractor should fill out the sections that apply to their particular service. If you wish to bid for more than one service, please fill out a separate bid proposal form for each service. Be sure to include all types of labor, material and/or equipment requirements.

TERM: JULY 1, 2026 THROUGH JUNE 31, 2027

	LOCATION	Price/Month (1 call per location)	Price/Year
1.	SLEEPY HOLLOW MIDDLE/HIGH SCHOOL	$_____	$_____
2.	JOHN PAULDING SCHOOL	$_____	$_____
3.	TAPPAN HILL SCHOOL	$_____	$_____

4.	WINFIELD L. MORSE SCHOOL	$_____	$_____
5.	WASHINGTON IRVING INTERMEDIATE SCHOOL	$_____	$_____
6.	ADMINISTRATION BUILDING	$_____	$_____
7.	RED BARN	$_____	$_____
8.	TRANSPORTATION BUILDING	$_____	$_____
9.	BUS AND VEHICLE MECHANICS BAY	$_____	$_____ **TOTAL FEES**
ALL SCHOOLS/LOCATION		**$_____** Monthly	**$_____** 2026-2027

ITEM No. 1 All Schools – Grand total for annual cost

Award of this contract will be based on the annual bid total $_____

Award of this contract will be based on the low bid for Item No. 1

However, in order for your bid to be considered, the hourly wages paid under this service contract must not be less than the **prevailing wages plus the supplements** for all of the items set forth by law for the full term of this contract. Prevailing Wage Rates are adjusted in July of each year

Hourly rates for work outside the general scope of this contract for personnel must not be less than the prevailing wage category for Exterminator/Fumigator PLUS supplemental benefits.

ITEM 2. **HOURLY RATE** for Service Calls outside of contract Scope of Work $_____**hour**

ITEM 3. Materials costs for materials and supplies outside of those to be used in the general scope of work.

Discount from Mfg. price lists (-) ( )%
OR
Mark-up on Wholesale Pricing (+) ( )%

ITEM 4. Tick and Mosquito Treatment for Tappan Hill and John Paulding Schools $_____/ACRE

ITEM 5. Wildlife Services - PER INSTANCE $_____/EA

*Please quote your percent discount from manufacturer's retail price lists, suggested price lists, wholesale price lists, and any other appropriate price lists OR mark-up percent on materials costs that may be utilized for materials and or supplies that may be charged back to the District for the purposes of performing the work as outlined in the Bid Specification. Please specify which vehicle your % mark is on. If there are varying discount ranges based on types of items, please list various commodities with the appropriate discount or mark-up for each one. Indicate your exact pricing structure proposed in this bid in as much detail as possible to aid in the analysis of the bid.

If necessary, vendors may add sheets to this bid document as an addendum for clarification.

****Please note: no surcharges, i.e., additional fuel charge or travel time will be permitted.***

Bidder is to include answers to the following questions with this bid proposal.

Bidder's Firm has been actively engaged in the exterminating business for: _____years

Is there an addendum attached? _____ **Yes** _____**No**

General IMP Approach and Procedure Summary is attached _____**Yes** _____ **No**

Copy of NYS pesticide business licenses attached _____**Yes** _____ **No**

Employee list w/licenses is attached _____**Yes** _____ **No**

Does vendor have an Emergency Response Manual _____**Yes** _____ **No**

Are current references attached (3) for commercial or schools? _____**Yes** _____ **No**



Public Schools of the Tarrytowns

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

REFERENCES

Company Name: _____

Contact Name: _____

Contact Phone: _____

Contact E-mail: _____

Company Name: _____

Contact Name: _____

Contact Phone: _____

Contact E-mail: _____

Company Name: _____

Contact Name: _____

Contact Phone: _____

Contact E-mail: _____

Public Schools of the Tarrytowns

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ACKNOWLEDGEMENTS

The undersigned attests to receiving all of the pages of this Bid Solicitation. There are THIRTY (30) pages to this original Bid Document.

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

Addendum #1 _____

Addendum #2 _____

Addendum #3 _____

_____ _____

Signature **Date**

Public Schools of the Tarrytowns

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

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

Non-collusive bidding certification.

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

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

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

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

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

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

Public Schools of the Tarrytowns

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

NON-COLLUSIVE BIDDING CERTIFICATION (cont.)

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

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

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

Authorized Signature

(Sign) _____

(Name & Title of Signer) _____

Notary

Sworn to before me this _____ day of _____, 2026

_____

(Notary Public)

Public Schools of the Tarrytowns

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

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

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

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

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

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

_____

SIGNED

SWORN to before me this

_____ day of _____, 2026

_____

(Notary public)



Public Schools of the Tarrytowns

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

FORM OF DISCLOSURE

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

Name	Title
_____	_____
_____	_____
_____	_____

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

   _____

   _____

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

   _____

   _____

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

   _____

   _____

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

Firm: _____

Signature: _____

Print Name:_____

Title: _____

Date: _____

Public Schools of the Tarrytowns

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

FORMS TO BE SUBMITTED WITH BID

1. **Bid Proposal**
2. **References and Acknowledgements**
3. **Non-Collusive Certificate**
4. **Iran Divestment Act Certification**
5. **Certificate of Insurance**
6. **List of employees with copies of license and certification documents and a schedule of their annual training program**
7. **New York State Department of Environmental Conservation (NYSDEC) Certification**
8. **All required licenses to perform extermination services in Westchester County**
9. **Department of Labor Certification**
10. **Appendix A - Completed W9 Form**
11. **Appendix B – Completed ACH Information request form**
12. **Appendix C – Signed Contractor Agreement**

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. The treaty article addressing the income.

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

5—A corporation

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

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

8—A real estate investment trust

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

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

11—A financial institution

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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



Public Schools of the Tarrytowns

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

Authorization Agreement for ACH/EFT Accounts Payable Vendor Payments

TO: All Vendors

FROM: Assistant Superintendent for Business

SUBJECT: ACH/EFT Payment Authorization Form

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

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

COMPANY NAME: _____

ADDRESS: _____

_____

NAME OF CONTACT PERSON:_____

EMPLOYER IDENTIFICATION NUMBER:_____

EMAIL ADDRESS FOR PURCHASE ORDERS:_____

NAME OF BANK: _____

ACCOUNT NUMBER: _____

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

EMAIL ADDRESS FOR DEPOSIT NOTIFICATONS: _____

CUSTOMER CONTACT PHONE#: _____

CUSTOMER CONTACT FAX#: _____

Questions call Lauren Leone 914-332-4262.

Public Schools of the Tarrytowns
200 N Broadway, Sleepy Hollow, NY 10591

APPENDIX C - CONTRACTOR AGREEMENT Pest Extermination Services

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

1. The policy naming the Public School of the Tarrytowns as an additional insured should:
   a. Be an insurance policy from an A.M. Best rated A- or better insurer. A New York licensed insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the Public School of the Tarrytowns.
   b. State that the organization's coverage shall be primary and non-contributory coverage for the Public School of the Tarrytowns, its Board, employees and volunteers.
   c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the Public School of the Tarrytowns for both on-going operations (CG 20 38) and products and completed operations (CG 20 37). The decision to accept an endorsement rest solely with the Public School of the Tarrytowns. A completed copy of the endorsements must be attached to the certificate of insurance.

2. The contractor agrees to indemnify the Public School of the Tarrytowns for any applicable deductibles and/or self-insured retentions.

3. Minimum Required Insurance:
   a. **Commercial General Liability Insurance**
      $1,000,000 per Occurrence/ $2,000,000 Aggregate
      $2,000,000 Products and Completed Operations
      $1,000,000 Personal and Advertising Injury
      $100,000 Fire Damage
      $10,000 Medical Expense
      The general aggregate shall apply on a per-project basis.

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

   c. **Workers' Compensation and NYS Disability Insurance**
      Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

   d. **Umbrella/Excess Insurance**
      $3 million each Occurrence and Aggregate.
      Umbrella/Excess coverage shall be on a follow-form basis.

4. a. The certificate of insurance must describe the specific services provided by the contractor (e.g., carpentry, plumbing, etc.) that are covered by the liability policies.

   b. At the District's request, the contractor shall provide a copy of the declaration page of the liability and umbrella polices with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.

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

6. Sub-contractors are subject to the same terms and conditions as stated above and submit same to the Public School of the Tarrytowns for approval prior to start of any work.

7. In the event the contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend and hold harmless the Public School of the Tarrytowns, its Board, employees

8. Contractor must be registered with the NYS Department of Labor.

Purchasing Terms

A. As per the specifications of Bid 26/27-MUFSD-002 for the 2026-2027 School Year at the awarded contract pricing.

Indemnification

To the fullest extent permitted by law,_____. agrees to defend, indemnify and hold harmless the **Public School of the Tarrytowns**, as well as any other parties which the contractor 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 contractor, 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 contractor'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 contractor'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	Brian Fried, Assistant Superintendent for Business
Public Schools of the Tarrytowns	Signature
200 N Broadway, Sleepy Hollow, NY 10591	914-332-6247, bfried@tufsd.org

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