Smithtown Central School District

26 New York Avenue, Smithtown, New York 11787

SPECIFICATIONS AND BID FORM FOR

SIGNS AND ASSOCIATED SUPPLIES CATALOG BID #26/27-07

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This is a cooperative bid. Participating school districts are as follows:
Amityville, Babylon, Bay Shore, Bayport-BluePoint, BOCES - Eastern Suffolk, BOCES - Western Suffolk, Bridgehampton, Center Moriches, Central Islip, Cold Spring Harbor, Commack, Comsewogue, Connetquot, Copiague, East Hampton, East Islip, East Quogue, Eastport-South Manor, Elwood, Greenport, Half Hollow Hills, Hampton Bays, Harborfields, Hauppauge, Huntington, Islip, Lindenhurst, Longwood, Mattituck-Cutchogue, Middle Country, Miller Place, Mount Sinai, North Babylon, Northport-East Northport, Patchogue-Medford, Port Jefferson, Riverhead, Rocky Point, Sachem, Sag Harbor, Sayville, Shoreham-Wading River, Smithtown, South Country, South Huntington, Southampton, Southold, Suffolk Cooperative Library, Three Village, West Babylon, West Islip, Westhampton Beach, William Floyd, and Wyandanch.

Bid Submissions Must Be Received By:
11:00 A.M. on September 3, 2026
in the Purchasing Department at
Smithtown Central School District
26 New York Ave. Smithtown, NY 11787

Refer Questions To:
Gina Klug, Purchasing Agent
gklug@smithtown.k12.ny.us
(631) 382-2150

Smithtown Central School District

26 New York Avenue, Smithtown, New York 11787

The following Notice to Bidders is being published in the official newspaper of Smithtown Central School District on August 20, 2026:

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT THE BOARD OF EDUCATION, Smithtown Central School District (in accordance with Section 103 of Article 5-A of General Municipal Law) hereby invites the submission of sealed bids for the following:

SIGNS AND ASSOCIATED SUPPLIES CATALOG BID #26/27-07

Bids will be received until **11:00 a.m**. local time on **September 3, 2026** at the Smithtown Central School District, Purchasing Department, 26 New York Avenue, Smithtown, New York 11787, at which time and place all timely bids will be publicly opened. Specifications and bid forms may be obtained at the same office. The Board of Education reserves the right to reject any or all bids.

This is a Cooperative bid. Participating school districts are as follows: Amityville, Babylon, Bay Shore, Bayport-BluePoint, BOCES - Eastern Suffolk, BOCES - Western Suffolk, Bridgehampton, Center Moriches, Central Islip, Cold Spring Harbor, Commack, Comsewogue, Connetquot, Copiague, East Hampton, East Islip, East Quogue, Eastport-South Manor, Elwood, Greenport, Half Hollow Hills, Hampton Bays, Harborfields, Hauppauge, Huntington, Islip, Lindenhurst, Longwood, Mattituck-Cutchogue, Middle Country, Miller Place, Mount Sinai, North Babylon, Northport-East Northport, Patchogue-Medford, Port Jefferson, Riverhead, Rocky Point, Sachem, Sag Harbor, Sayville, Shoreham-Wading River, Smithtown, South Country, South Huntington, Southhampton, Southhold, Suffolk Cooperative Library, Three Village, West Babylon, West Islip, Westhampton Beach, William Floyd, and Wyandanch.

By: Gina Klug
Purchasing Agent

Smithtown Central School District

26 New York Avenue, Smithtown, New York 11787

GENERAL TERMS & CONDITIONS FOR BIDDERS

1. BID DOCUMENTS

The "Bid Documents" are comprised of the Notice to Bidders, this document (General Terms and Conditions for Bidders) along with its attachments, Supplementary Instructions to Bidders (if any), Bid Proposal Forms, the Specifications, the Contract Documents, and any addenda. Any addenda issued prior to the award of the bid will be sent to all individuals or entities that have secured the Bid Documents. Addenda will be in writing and any addenda made in any other manner will not be binding.

The instructions, terms, conditions and specifications set forth in the Bid Documents must be complied with and met by any individual or entity submitting a bid to the District or awarded a contract by the District as a result of a bid.

2. BID PROPOSAL

A "Bid Proposal" is the written offer to furnish the labor, materials, and/or equipment pursuant to the Bid Documents and includes all documents, forms and materials submitted by a bidder to the District with its bid. ***Verbal proposals will not be considered.***

3. BIDDER/CONTRACTOR/VENDOR/SUPPLIER ("the Bidder")

The Bidder is any individual who or entity that submits a Bid Proposal in response to a solicitation by the District or is awarded a contract by the District.

4. KNOWLEDGE OF CONTENTS AND CONDITIONS/SITE VISITS

Each Bidder must examine and be fully familiar with the Bid Documents. By submitting a Bid Proposal, the Bidder represents and warrants that (a) the Bidder has read and understands the Bid Documents to the extent that such documentation relates to the labor, services, materials, and or equipment for which a Bid Proposal is submitted and (b) the Bidder has visited the sites of proposed work and has become familiar with conditions as they exist, as well as the character of the operations to be carried on under the proposed contract. To arrange for an on-site visit, a Bidder may contact the Purchasing Agent or his/her designee.

Failure of the Bidder to receive or examine any Bid Documents or failure to perform appropriate visits or conduct appropriate investigations will in no way relieve the Bidder from any obligation or responsibility incurred by submitting a Bid Proposal.

5. QUESTIONS ABOUT BID DOCUMENTS

If the Bidder has any questions regarding the Bid Documents, or any part thereof, the Bidder must notify the Purchasing Agent or his/her designee in writing at least four (4) business days prior to the bid opening. Any interpretations, clarifications, or corrections made by the District

with respect to the Bid Documents will be in writing in the form of an Addendum and sent to all individuals and entities that have secured a set of Bid Documents. Any interpretation, clarification, or correction made in any other manner will not be binding.

6. BID PRICE

All prices quoted in a Bid Proposal must include freight and handling to the District warehouse. The District will not pay any charges in excess of the price quoted in a Bid Proposal (including, but not limited to fuel surcharges). The Bidder will be responsible for supplying equipment and labor for all deliveries**.**

All prices must be quoted per unit of measure specified (all units of measure will be that common to the trade). In the event of a discrepancy between the unit price and the total price, the unit price will govern.

In general, the District is exempt from payment of all Federal, State, and local sales taxes on its purchase of materials, supplies, and services. These taxes <u>are not</u> to be included in the prices quoted in a Bid Proposal.

7. MINIMUM DELIVERY REQUIREMENTS

Bids stipulating minimum delivery requirements will not be considered, unless determined to be in the District's best interest.

8. ALTERNATES

All items quoted must conform to descriptions and specifications as stated on the Bid Documents. In lieu of the specified item, a Bidder may submit a Bid Proposal for an alternate product of **EQUAL** quality. When submitting a Bid Proposal for an alternate, a Bidder must enter its bid in the alternate bid column along with an explanation of the deviation from the specifications. The Bidder must include the following information regarding the alternate with his bid:

a. Name of manufacturer;
b. Product model number;
c. Catalog number and catalog size; and
d. Packaging.

A Bid Proposal lacking the required information regarding alternates may be rejected as being incomplete. The District will be the sole judge of an alternate's equivalency.

If a Bidder does not enter the information in the alternate bid column or provide an explanation of the deviation from the specifications, the District will assume that the Bidder will supply the exact brand name product specified in the Bid Documents.

The District reserves the right to request additional information from a Bidder regarding alternates.

9. SAMPLES

Specifications are designed to establish minimum levels of quality. The District reserves the right to request a representative sample of any item bid. The District may request a sample after the bid opening. If the sample does not meet the requirements set forth in Bid Documents, the District may reject the bid for the item.

A sample, when required, must be submitted in accordance with the District's instructions. A Bidder, at his own expense, must furnish samples upon request of the Purchasing Agent or his/her designee. All samples must be clearly and properly marked so as to identify the product and the Bidder.

Samples will not be returned to a Bidder unless a Bidder submitting a sample also submits a request in writing that the sample be returned. A Bidder is responsible for all costs to the District related to a sample's return to the Bidder. Samples not removed within fifteen (15) days after written notice to the Bidder will be regarded as abandoned and the District will have the right to dispose of them as its own property. Items not returned to the Bidder will be discarded at the discretion of the Purchasing Agent.

A Bidder may be required to demonstrate the use of a machine or equipment prior to award of the bid by the District.

10. TOXIC SUBSTANCES

The Smithtown Central School District hereby states that its intention is to be in compliance with any and all Federal, State and Local laws, and/or regulations, regarding toxic or hazardous materials and substances.

It is the responsibility of the Bidder to comply with laws related to the transport, labeling, and delivery of toxic or hazardous materials and substances. At a minimum, Safety Data Sheets that are compliant with Occupational Safety and Health Standards (OSHA), Part 1910, Subpart Z or ANSI Z 400.1 must be provided with the bid.

11. SUBMISSION OF BID PROPOSAL/BID PROPOSAL FORMS

A Bid Proposal may be delivered personally or by mail before the time or at the time specified in the Bid Documents for public opening and reading.

A Bid Proposal must be enclosed in a sealed envelope, addressed to Smithtown Central School District, 26 New York Avenue, Smithtown, NY, 11787. The outside of the envelope must be marked with the bid number and the date and time of the bid opening.

Bid Proposal Forms: The Bidder must complete the bid on the forms provided and the Bidder may not change the item numbering sequence in the specifications. Bids not submitted on the Bid Proposal Forms may be rejected. All pricing must appear on the appropriate form and on the designated area of the form (the District will not accept any arrows or ditto marks). ***Bids written in pencil will not be accepted***.

The sealed Bid Proposal must include the following (all required forms, certifications and other documents must be signed by an authorized signatory of the Bidder and must be submitted with the Bid):

a. Bid Proposal Form (Appropriate catalog information and specifications must be included with the bid response);
b. Sexual Harassment Prevention Certification Form;
c. Non-Collusive Certification;
d. Form of Disclosure;
e. Hold Harmless Agreement
f. References (Bidder must provide at least 4 (four) references for the provisions of similar services, materials, or equipment at four (4) locations. The reference form must include the name of the reference and the address, phone number and email of the reference's contact person);
g. W-9 Form;
h. Certification of Compliance with the Iran Divestment Act *OR* Declaration of Bidder's Inability to Provide Certification of Compliance with the Iran Divestment Act;
i. Bidder Response Form;
j. Appropriate technical and descriptive literature; and
k. Other forms, certifications, or documents required by the Bid Specifications.

All signatures must be written in ink. Stamped or typewritten signatures are not acceptable.

The Bidder assumes full responsibility for having its bid deposited with the Purchasing Agent or his/her designee. It is understood and agreed by the Bidder that District employees are not responsible for the premature opening of a Bid Proposal not properly labeled on the outside of the envelope. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by District employees whether sent by mail or personally delivered to the District.

No proposal will be accepted after the time set in the notice for the opening of the Bid Proposals.

In consideration of the District's agreement to evaluate and consider the Bid Proposal, the Bid Proposal will constitute a firm offer by the Bidder to perform in accordance with the terms of the Bid Proposal and the Bid Documents.

The Bid Proposal must be kept open for possible acceptance by the District for a period of forty-five (45) days from the bid opening. All bids must remain valid and viable for forty-five (45) days from the bid opening date, except as permitted by General Municipal Law section 103(11). .

Bids lacking required information may be rejected as being incomplete and/or non-responsive.

If no bid is being submitted, the Bidder Response Form must be completed, and returned to stay on the District's vendor file.

12. WITHDRAWAL OF BID SUBMISSION

A Bidder may withdraw its bid only in writing and only prior to the bid date, except as permitted in accordance with General Municipal Law section 103(11).

13. FINANCIAL CONDITION OF BIDDER

After the date of the bid opening and prior to the District awarding the contract, a Bidder who is being considered for award of the contract may be required to submit a detailed financial statement showing its assets, liabilities and net worth. The financial statement must be in the ordinary form required by banks for persons applying for a loan and show the Bidder's financial condition as of the end of the month preceding the time of opening of the bid or later. In addition, the name of the bank or other financial institution as reference to the financial responsibility of the Bidder must be submitted to the District.

14. AGREEMENT

Unless a separate written contract (in substantially the form annexed hereto) is executed by the parties after the award of the bid by the District, the District and by submission of its Bid Proposal, the Bidder, agree that the Bid Documents, the District's post-award purchase order, and the Bid Proposal will form the agreement between the District and the Bidder.

15. AWARD

The District reserves the right to reject any or all Bid Proposals and re-advertise for new bids in accordance with Section 103 of the General Municipal Law.

The District will award the Contract to the lowest responsible responsive bidder furnishing the required security. The Bidder awarded the contract by the District will be referred to as the Successful Vendor, Contractor, or Consultant.

The District reserves the right to seek additional proposals, to enter into negotiations with and subsequently contract with more than one Successful Vendor, Contractor or Consultant, and/or to award one or more contract(s) on the basis of criteria in addition to price.

The Board of Education reserves the right, before making an award, to conduct investigations as to whether or not the Bid Proposal meets the requirements set forth in the Bid Documents and is sufficient to insure the proper performance of the contract. The Board of Education reserves the right to request additional information from a Bidder for this purpose. The Board of Education reserves the right to make awards within forty-five (45) days after the date of the bid opening, during which period bids cannot be withdrawn.

If the awarded Vendor(s)/Contractor(s)/Consultant(s) fails to deliver or provide the services within the time specified, or within reasonable time as interpreted by the District or fails to make replacement of rejected articles as directed by the District, the District may purchase from other sources to take the place of the services not provided. On all such purchases, the awarded Successful Vendor, Contractor or Consultant agrees to reimburse the District promptly for excess costs caused by such purchases. Should the cost be less, the awarded vendor/contractor/consultant shall have no claim to the difference. Such purchases will be deducted from contract quantity.

The Board of Education reserves the right to extend the contract with the Successful Vendor on a monthly or an annual basis up to a total of forty-eight (48) months beyond the original contract term. Any extension will be at the same terms, conditions and prices as the original contract and must be agreed to in writing by both the District and the Successful Vendor.

The Board of Education reserves the right to:

- Reject any or all proposals, in whole or in part.
- Make awards item by item, by category, by parts or in bulk.
- Waive technical non-compliance with bid specifications.
- Increase or decrease quantities of any/all items. **(*There is no guarantee that the District will purchase any or all of the items*)**.
- Purchase recycled goods, wherever practical, whenever it is deemed to be in the best interests of the District to do so.
- To purchase from other contracts if available.
- To give preference to bidders who can and will provide instructional materials in a usable format to disabled students in a timely manner pursuant to the District's plan of service established in accordance with 8 NYCRR 200.2(b)(10).

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

16. TAX ADVICE DISCLOSURE

In order to ensure compliance with requirements imposed by the IRS on practitioners who render tax advice (IRS Circular 230), we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

17. HOLD HARMLESS CLAUSE

To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the School District, its officers, members of the Board of Education, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of

the Contractor, its officers, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

18. MINIMUM STANDARD CONTRACT CLAUSES

1. Retention: The District hereby agrees to retain the Bidder Awarded the Contract by the District (the "Contractor") and the Contractor agrees to provide the District with the services or products set forth on the attached Schedule or in the Successful Bid.

2. Term: This Agreement will begin as of **September 16, 2026** and end on **September 15, 2027**, (pending BOE approval) unless specified with Special Terms in Bid Specifications. It is understood that the District is under no obligation to renew this Agreement upon its expiration.

3. Compensation: The District agrees to compensate the Contractor at the rates set forth on the attached Schedule or in the Successful Bid. The Contractor must submit monthly invoices (in a form and substance satisfactory to the District) for the services/products provided under this Agreement. The District will compensate the Contractor within ninety (90) days of receipt, review and approval of the invoice.

4. Independent Contractor: The Contractor is retained by the District only for the purposes and to the extent set forth in this Agreement, and its relation to the District is solely that of an independent contractor during the period of its retention and services hereunder.

Neither Contractor nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever from the District relative to this Agreement including, but not limited to, social security, New York State Workers Compensation, unemployment insurance, New York State Retirement System benefits, health or dental insurance, or malpractice insurance. With regard to employees of Contractor, Contractor alone will be responsible for their work, personal conduct, direction, compensation, and for payment of all employment and other taxes in relation thereto.

5. Indemnification: To the fullest extent permitted by law, the Contractor indemnifies and will defend (with counsel selected by the District and reasonably approved by the Contractor) and hold harmless the District, its employees, agents, representatives, and Board members from any and all liability, losses, costs, damages, and expenses (including but not limited to reasonable attorney's fees and disbursements) arising from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the Contractor's duties hereunder or the action of or the failure to act by the Contractor, its representatives, employees, or anyone for whose acts the Contractor may be liable.

In the event that any legal proceeding is instituted or that any claim or demand with respect to the foregoing be asserted by any person in respect of which indemnification may be sought from the Contractor under the provisions of this

Paragraph 5, the District will promptly notify the Contractor of such suit, claim or demand, and give the Contractor an opportunity to defend same and settle same without any cost to the District, and will extend reasonable cooperation to the Contractor in connection with such defense, which will be at the expense of the Contractor. In the event that the Contractor fails to defend the same within thirty (30) days of receipt of notice, the District will be entitled to assume the defense thereof, and the Contractor will be liable to repay the District for all its expenses reasonably incurred in connection with said defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments).

All of the provisions of this Paragraph 5 will survive expiration or sooner termination of this Agreement.

6. Expenses: The Contractor will pay all expenses incurred by it in connection with the performance of its duties hereunder, including but not limited to automobile expenses, travel expenses, or shipping expenses and will not charge or invoice the District for these expenses.

7. Required Records: The Contractor will provide services or products and maintain records, logs and reports in accordance with all applicable federal, state, and local laws, regulations and requirements, including but not limited to all laws, regulations and requirements of the New York State Education Department, New York State Department of Labor and the District policies and procedures in force during the term of this Agreement. All student records and logs will be the property of the District. The Contractor will provide the District with a copy of any reports, testing, evaluations, or observations that are prepared in connection with the services provided by the Contractor under this Agreement.

8. Confidentiality: The Contractor will maintain the confidentiality of student records in accordance with all applicable laws, regulations, or requirements of the New York State Education Department and the District policies and procedures in force during the term of this Agreement.

9. Review of Records: The District will have the right to examine any or all records or accounts maintained by the Contractor in connection with this Agreement.

10. The District's Authority: The Contractor represents and warrants that it will observe and comply with the policies, rules and regulations of the District (and will cause its employees to do the same), including, but not limited to, the District Code of Conduct, which are made known to the Contractor respecting the performance of its duties and to carry out and to perform orders, directions and policies conveyed to it by the District from time to time either orally or in writing; provided, however, that the Contractor will determine the manner of carrying out its professional duties hereunder consistent with its status as an independent contractor.

11. Insurance: The Contractor will obtain and keep in full force and effect during the term of this Agreement, at its sole cost and expense, the insurance set forth in and required by the Specifications.

Notwithstanding any terms, conditions or provisions, in any other writing between

the parties, the Contractor hereby agrees to effectuate the naming of the District as an additional insured on the Contractor's insurance policies, with the exception of workers' compensation, N.Y. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement State disability and professional liability. The policies naming the District as an additional insured must:

- be policies from an A.M. Best rated "secure" or better insurer, licensed in New York State; and
- state that the Contractor's coverage is primary and noncontributory coverage for the District, its Board, employees and volunteers.

The District must be listed as an additional insured by using endorsement CG 2026 11 85 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance. The certificate of insurance must describe the specific services or products provided by the Contractor (e.g., physical therapy, psychological services) that are covered by the commercial general liability policy and the umbrella policy. At the District's request, the Contractor will provide a copy of the declarations 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.

The Contractor hereby indemnifies the District for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of the Contractor, to the extent not covered by the applicable policy.

The Contractor acknowledges that failure to obtain the foregoing insurance on behalf of the District constitutes a material breach of this Agreement. The Contractor must provide the District with proof satisfactory to the District that the above requirements have been met**, prior to** the commencement of work or use of the District facilities. The failure of the District to object to the contents of the certificate or the absence of the same will not be deemed a waiver of any and all rights held by the District. Upon request, the Contractor will provide the District with a copy of the Contractor's applicable insurance policies including any endorsements, modifications, or exclusions thereto.

12. Representations of Contractor: The Contractor represents and warrants that: (a) it is financially solvent and experienced in and competent to perform the services or provide the products pursuant to this Agreement; (b) it is familiar with all federal, state, and local laws, regulations, ordinances, and requirements which may in any way affect the work performed pursuant to this Agreement or those employed therein; and (c) it is a holder of all licenses from the State, County, and/or Town which are necessary to perform the work and that said licenses must remain in effect for the term of this Agreement.

13. Delivery: No delivery can be scheduled until the Contractor has received a District purchase order signed by the District Purchasing Agent. All products being delivered to the District must be securely and appropriately packed for shipment, storage, and stacking in new shipping containers. The Contractor will not receive

extra compensation from the District for shipping costs. All packages sent or delivered to the District by the Contractor must be marked on the outside with the complete delivery address and the District purchase order number. Delivery tickets and packing slips must be included in the package.

The Contractor is responsible for the delivery of products in good condition at the point of destination. The District reserves the right to deduct an appropriate amount from a Contractor invoice for breakage of a product, imperfections, or other losses to a delivery or request that the Contractor immediately replace the damaged product. Upon request, the Contractor will replace all damaged products without delay.

The District will accept deliveries only on Mondays through Fridays when the District is open, between the hours of 7:00 a.m. and 2:00 p.m. Unless the purchase order states otherwise, all items must be delivered to the District warehouse. The Contractor must furnish all labor required to make an appropriate inside delivery. The District will not provide any labor in connection with unloading of a delivery if necessary. The District requires Tailgate Delivery.

Upon receipt of a District purchase order, the Contractor must deliver all products within the time frame set forth in the Specifications. If no time frame is set forth in the Specifications, the Contractor must deliver all products within sixty (60) days of receipt of a District purchase order. The District may cancel the order if delivery is not made within the required time period. The District may also charge the Contractor any costs incurred by the District if the District cancels the order and purchases the product from another bidder.

14. Labeling of Products/Toxic Substances: All products delivered to the District must be labeled. Labels must be in compliance with applicable federal, state and local laws, regulations, requirements and ordinances. Products received without acceptable labeling will be returned to the Contractor at the Contractor's expense. Labels for secondary containers (when the product requires transfer to the secondary container, whether for dilution or ease of use) must be included in the shipment of the product.

It is the responsibility of the Contractor to comply with all applicable federal, state and local laws, regulations, requirements, and ordinances related to the transport, labeling, and delivery of toxic or hazardous materials and substances. At a minimum, Material Safety Data Sheets that are compliant with Occupational Safety and Health Standards (OSHA), Part 1910, Subpart Z or ANSI Z 400.1 must be supplied by the Contractor at the time of delivery of a toxic or hazardous material or substance.

15. Required Provisions of Law: Each and every provision of law required to be inserted in this Agreement will be deemed to have been inserted herein. In particular, among other laws, regulations, and ordinances, the Contractor must fully comply with:

a. Labor Law section 220(2) requiring that no laborer, worker or

mechanic in the employ of the Contractor, any subcontractor or other person doing or contracting to do all or part of the work of this Agreement is permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property;

b. Labor Law section 220(3) requires that the wage rate which can be paid and the supplements which can be provided to each employee of the Contractor must be no less than the rates set forth by the Department of Labor. The Contractor and its subcontractors must keep original payrolls or transcripts of the original payrolls and submit a transcript of the original payrolls subscribed and sworn to or affirmed as true under the penalties of perjury. The submissions must occur within thirty (30) days of the issuance of the first payroll and every thirty (30) days thereafter. The filing of payrolls by the Contractor in a manner consistent with New York Labor Law 220(3-a) is a condition precedent to payment by the District.

c. Labor Law section 220-e requiring that (i) in the hiring of employees for the performance of any work under this Agreement, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (ii) no contractor, subcontractor, nor any person on his behalf will, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; and (iii) there may be deducted from the amount payable by the District to Contractor pursuant to the Agreement a penalty of fifty dollars ($50.00) for each calendar day during which a person was discriminated against or intimidated in violation of Labor Law § 220-e and the Agreement may be terminated by the District and all moneys due to Contractor may be forfeited for a second or subsequent violation of the terms or conditions of this section of the Agreement.

d. Labor Law section 222-a requiring the installation, maintenance, and effective operation of appliances and methods that have been approved by the industrial board of appeals for elimination of harmful dust and stating that if the law is not complied with, this Agreement will be void.

16. Subcontractors: The Contractor, as soon as practicable after award of the Contract, must furnish in writing to the District the names of any subcontractors or suppliers that the Contractor will use to perform service or provide products pursuant to this Agreement. The Contractor will not contract with any subcontractor or supplier to whom the District has made written objection.

A contract between the Contractor and any subcontractor or supplier must meet all or substantially similar requirements set forth in this Agreement. The Contractor must deliver to the District adequate proof of insurance for each subcontractor prior to allowing such subcontractor access to District property or to perform work

pursuant to this Agreement.

If the Contractor will use subcontractors or suppliers, the Contractor must furnish a Labor and Material Payment Bond written on A.I.A. Document A311. The bond must be obtained from a surety satisfactory to the District that is licensed to do business in the state of New York and that is A.M. best rated A- or better. The amount of the bond must be equal to 100% percent of the contract sum. The bond must be maintained throughout the term of this Agreement. The Contractor must deliver the bond to the District prior to beginning any work at the site, but no later than seven (7) days after execution of the Contract or within fifteen (15) days of the award of the bid.

17. Clean Up/Storage of Equipment, Supplies, and Materials: The Contractor must, at all times, keep all areas of the District free from accumulations of waste materials caused by its employees or subcontractors or due to its work pursuant to this Agreement. The Contractor must remove all of its waste materials, rubbish, tools, equipment, and any other materials brought onto District property by the Contractor. If the Contractor fails to clean up, the District may subtract the cost of cleanup from the payment to the Contractor.

Equipment, supplies, and materials must be stored at the site only after the Contractor received the prior written approval of the District.

18. Safeguarding Information: Neither the Contractor nor the District will use or disclose any information concerning this Agreement for any purpose which is prohibited by Federal and State statutes and/or regulations.

19. Warranty: The Contractor warrants to the District that materials and equipment furnished pursuant to this Agreement will be new and of best quality. The Contractor further warrants that all work performed pursuant to this Agreement will conform to the requirements and specifications and will be free from deviations or defects. The Contractor warrants all labor, equipment and material for a period of one year from the date of final payment and agrees to return promptly to the job without additional compensation to perform any corrective work or to install new replacement material or equipment if required.

20. Termination:

A. This Agreement may be terminated "for cause" upon the occurrence of any of the following events:

(1) Immediately upon the District delivering written notice to the Contractor of a breach by the Contractor of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees;

(2) Immediately upon the Contractor's breach of its obligations to provide the insurance coverage set forth in Paragraph 11;

(3) Immediately upon the Contractor's breach of any of its obligations under, or violation of, any applicable federal, state, or local law, regulation, requirement or ordinance; or

(4) Fifteen (15) days after the Contractor has received written notice

from the District that it has breached any of its other obligations hereunder, unless within such fifteen (15) day period the Contractor cures such breach to the District's satisfaction.

Upon termination of this Agreement "for cause", the Contractor is not entitled to any further payments hereunder.

B. This Agreement is automatically terminated upon the filing of a voluntary petition in bankruptcy or an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or state law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the Contractor which is not dismissed within sixty (60) days of filing. Upon termination of this Agreement pursuant to this subparagraph 21(B), the Contractor is not entitled to any further payments hereunder.

C. This Agreement may be terminated by the District for convenience upon thirty (30) days written notice to the Contractor, at any time. Upon termination of this Agreement for convenience by the District, the Contractor is entitled to receive all sums due, accrued and unpaid as of the date of termination.

D. This Agreement may be terminated by the Contractor for cause fifteen (15) days after the District has received written notice from the Contractor that the District has breached its payment obligations hereunder, unless within such fifteen (15) day period the District cures such breach by payment.

E. In the event of termination for any reason, all reports, services and products due to the District must be completed by the Contractor and delivered to the District within thirty (30) days of the termination date.

21. Notices: Any notices required or permitted to be given under the terms of this Agreement must be in writing and either personally delivered or sent by national recognized overnight carrier:

To the Contractor:	To the District:
Address Set Forth	Smithtown Central School District
On the Bid	26 New York Avenue
	Smithtown, New York 11787
	Attn: Superintendent of Schools

22. Entire Agreement: This Agreement contains the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations, written or oral, by and between the parties.

23. Modification: This Agreement may not be changed orally, but only by

an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

24. Governing Law, Choice of Forum and Waiver of Jury Trial: This Agreement is subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in a New York State Court in Suffolk County, New York. The parties each waive trial by jury in any action concerning this Agreement.

25. No Assignment: Contractor shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of the School District. Any purported assignment made without such consent shall be deemed void.

26. Third-Party Beneficiaries: There are no third-party beneficiaries of or in this Agreement or any of the terms or provisions hereof or any of the rights, privileges, duties, liabilities or obligations created hereby other than NYSIR.

27. Iran Divestment Act of 2012: By signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

Smithtown Central School District

26 New York Avenue, Smithtown, New York 11787

The submission of this bid by the Vendor, Contractor, or Consultant will mean the Vendor, Contractor, or Consultant has read the General Terms & Conditions (pages 1 thru 14) and is fully informed as to the extent and character of the work, labor, or equipment required and can perform satisfactorily to the full extent of the specifications.

_____	_____
BID NUMBER	BID NAME
_____	_____
DATE	VENDOR SIGNATURE

Please sign & submit with Bid Proposal.

Smithtown Central School District

26 New York Avenue, Smithtown, New York 11787

SPECIFICATIONS

I. PURPOSE

The purpose of this bid is to provide a percentage off an entire catalog's pricing for signs and associated items within a company's own published catalog, to the participating school districts. Participating school districts requesting catalog items shall contact the awarded bidder to provide a proposal for the items selected from your catalog based upon the bid specifications. The selected catalog must have a wide variety of product options including but not limited to: Street and Parking Lot Signs, School Decals, Custom Signs, Custom Decals, Custom Vinyl Lettering, Custom Bronze and Aluminum Plaques, Engraved Signs, Parking Permits, Parking Decals, Stencils, Traffic Signs, Sign Posts, ADA Braille Signs, Conspicuity Tape, Field and Parking Lot Striping Paint and Painting Machines, Safety Cones and Control Cones. Custom items may be ordered at the same discount offered on the catalog.

II. TERM

The contract shall commence on **September 16, 2026**, and terminate on **September 15, 2027** (a baseline 12-month fiscal term). The District reserves the right to renew this contract for up to four (4) additional one-year periods, subject to mutual agreement, satisfactory performance, and Board of Education approval.

III. AWARD

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

Smithtown Central School District

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BID PROPOSAL FORM

1. Identify and submit the published catalog on a USB drive or provide an accessible, permanent uniform resource locator (URL) link to the published digital price list/catalog effective as of the bid opening date.

   Name and date of the catalog in which pricing will be held firm for the duration of the bid:

   _____

2. List the percentage (- %) discount off the above mentioned published catalog price per item (for example - the published price on one particular item listed in the catalog is $100.00. If the offered discount is 20%; the ordering school district would pay $80.00 for that item). All items within the catalog will be less the same percentage off.

   Percentage off entire catalogs listed pricing:

   _____

3. The winning bidder will be determined by a sum of the published prices of thirty-two standard single items, less the percentage discount, that must be included on all catalogs. This figure will be compared to other bidders to determine the lowest bidder. Award shall be made to the lowest responsive and responsible bidder offering the lowest Total Net Cost (Line D).

4. Please completely fill out all the information. If any items are not filled out, the bid may be disqualified.

Line	Item Description	Published Item # Page #	Published Cost Each
1	30" Reflective "STOP" sign, aluminum, minimum thickness .080" with two mounting holes		$
2	12" x 18" "VISITOR PARKING ONLY" sign, aluminum, minimum thickness .080", with two mounting holes		$
3	18" x 24" "HANDICAPPED PARKING" sign, aluminum, minimum thickness .080", with two mounting holes		$
4	12" x 18" Poly Plastic Custom Signs, minimum thickness .060". Price ea. For one color text on a solid background, 50 letters		$
5	Traffic Cone, one piece PVC, smooth, Orange, gloss finish, 28" high		$

6	Glow in the dark "EXIT" sign, Minimum size 12" x 7", Semi rigid photo luminescent		$
7	"FIRE EXTINGUISHER" down arrow DECAL 4" x 18"		$
8	"CAUTION WET FLOOR" stand up sign Minimum height 20" tall. Must be able to fold up when not in use.		$
9	ADA Compliant Braille Sign "WOMEN", 6" x 9" acrylic, raised pictogram of a woman		$
10	24" x 24" "DO NOT ENTER" sign, aluminum, minimum thickness .080", with mounting holes, reflective		$
11	Custom 12" x 18" aluminum sign, white with one additional color, minimum thickness .080" with two predrilled holes		$
12	100 Rear view mirror, stock, numbered plastic hang tags, approx. size 2 3/4" x 4 3/4"		$
13	Parking lot Plastic Stencil "RESERVED" 1/16" thickness minimum, 12" high lettering		$
14	Parking lot Plastic Stencil Handicap wheelchair for standard parking spaces. 1/16" minimum thickness. 32" x 24"		$
15	Pavement striping machine, 18-gauge steel minimum thickness, used with single "aerosol" type cans of marking paint. On board storage of 12 additional cans required.		$
16	Lightweight parking curb/block 6' long by 4" high by 6" wide. Must include predrilled mounting holes		$
17	Reflective safety vest, orange in color, with Velcro closure		$
18	Plastic Stencil Letter Sets, 26 letters A thru Z, 12" High. 1/16" minimum thickness.		$
19	Coated or painted Steel U-Channel Posts, Green, 8' high x minimum 3" wide, with pre-drilled holes		$
20	18" x 24" "SPEED LIMIT 25" sign, aluminum, minimum thickness .080", with two mounting holes		$
21	Aluminum 30" x 30" "DO NOT ENTER" sign. Red and white colors, minimum thickness .080" with two predrilled holes.		$

22	30" reflective "YIELD" sign, red and white colors, minimum thickness .080"		$
23	"ONE WAY" sign 12" x 36" black and white colors, minimum thickness .080"		$
24	Aluminum 24" reflective "BUMP" sign yellow with black lettering .080" minimum thickness		$
25	Hand held 18" "STOP/SLOW" double sided paddle sign, non-reflective		$
26	Roll of vinyl caution tape, 3 in. x 1,000 ft. roll, minimum thickness 3 mil.		$
27	Custom vinyl banner, 8' x 2' with grommets, white with one color lettering		$
28	Emergency escape or window sticker, double sided 10" x 3"		$
29	Plastic wet floor four-sided cone, minimum height 30"		$
30	Rubber speed bump with reflector black and yellow, 6' in length		$
31	Aluminum fence brackets and hardware to mount signs to the fence. Set of two.		$
32	ADA Braille Sign - "ALL GENDER RESTROOM" 6" X 9" acrylic with raised letters.		$
A	**TOTAL PUBLISHED PRICE OF ALL ITEMS** (SUM OF LINES 1-32)		$
B	**PERCENTAGE DISCOUNT OFF PUBLISHED CATALOG PRICING** (LINE 2 ON PAGE 1)		
C	**DISCOUNT AMOUNT IN DOLLARS** (MULTIPLY LINE A BY LINE B PERCENTAGE RATE, E.G. LINE A X 0.20)		$
D	**TOTAL COST** (SUBTRACT LINE C from LINE A)		$

Pursuant to the advertisement published in the Smithtown Messenger, I hereby propose to furnish Signs and Associated Supplies as indicated on these sheets. These items to be delivered in accordance with all conditions and specifications contained within this bid.

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

Smithtown Central School District

26 New York Avenue, Smithtown, New York 11787

Sexual Harassment Prevention Certification Form

By submission of this bid, the person signing on behalf of the bidder certifies, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Bidder Name: _____

Bidder Address:_____

Signature:_____

Print Name and Title: _____

Date: _____

Smithtown Central School District

26 New York Avenue, Smithtown, New York 11787

NON-COLLUSIVE CERTIFICATION

Firm Name:

_____

Business Address:

_____

Telephone Number:

_____

I. General Proposal/Proposal Certification

The bidder certifies that he/she will furnish, at the prices herein quoted, the materials, equipment and/or services proposed on this bid.

II. Non-Collusive Certification

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:

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

A. By submission of this bid, each bidder and each person signing on behalf of the bidder certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of the proposer's knowledge and belief:

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

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

3. No attempt has been made or will be made by the bidder to induce any other person partnership or corporation to submit a bid for the purpose of restricting competition.

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

C. 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 submitting bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the 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 the corporation.

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

(SEAL OF CORPORATION)
Corporate or Company Name

Signature of Bidder: _____
(Signature of Bidder or authorized representative of a corporation)

Title:_____

Subscribed and sworn to before me

This _____ day of _____ , 20___

_____
Notary Public

HOLD HARMLESS AGREEMENT

In accordance with Article 12 of the General Conditions ("Indemnification"), the Contractor agrees as follows to the following indemnification obligations under its Agreement with the Owner:

A. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board and agents; and (2) the Architect and its consultants, employees, officers and agents; from and against any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges, and expenses, including but not limited to attorney's fees, which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such contractor or any of its subcontractors or any person or firm directly or indirectly employed by such contractor, for the act(s) and/or omission(s) of any contractor or subcontractor in connection with the work of the Project.

B. To the fullest extent permitted by law, the Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board, and agents; and (2) the Architect and its consultants, employees, officers, and agents from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of its work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction, of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a SubContractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph B. The Contractor's indemnity obligations under this Paragraph B shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Owner, the Architect, the Architect's consultants and agents and employees of any of them under any applicable statute, rule or regulation including the New York Statute, Occupational Safety and Hazardous Act, and the Federal Occupational Safety and Hazardous Act. In claims against any person or entity indemnified under this Paragraph B by an employee of the Contractor, a SubContractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph B shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a SubContractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

C. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board, and its agents; and (2) the Architect and its consultants, employees, officers, and agents from and against any fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder which are incurred as a result of the Contractor's failure to give the notices required by Article 6(T) of the General Conditions of the Contract for Construction.

D. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board and agents; and (2) the

Architect and its consultants, employees, officers and agents from and against any actions, lawsuits or proceedings or claims of liens brought against each or any of them as a result of liens filed against the Contractor's Project funds, including all the cost and expense of said liens, and including but not limited to attorney's fees incurred by each or any of them.

E. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board and agents; and (2) the Architect and its consultants, employees, officers, and agents from and against any and all liability for violation of all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies applicable to the Contractor's work and shall defend any claims or actions which may be brought against the Owner as the result thereof.

F. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board and agents; and (2) the Architect and its consultants, employees, officers and agents from and against any and all liability for claims made by third parties, including SubContractors, in connection with this Agreement and shall defend any claims or actions which may be brought against the Owner as the result thereof.

G. The Contractor shall defend, indemnify and hold harmless (1) the Owner, its consultants, employees, officers, members of the Board and agents; and (2) the Architect and its consultants, employees, officers and agents from and against any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges, and expenses which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such contractor or any subcontractor or any person or firm directly or indirectly or indirectly employed by such contractor, with respect to violations of OSHA requirements, rules, and/or regulations.

H. The indemnification obligations set forth herein shall become effective upon the Owner's or the Architect's receipt of a claim for which the Contractor is required to provide indemnification to the Owner or the Architect. In the event that the Contractor shall fail to refuse to defend any such action, the Contractor shall be liable to the Owner for all costs of the Owner in defending such claim or action and all costs of the Owner, including attorney's fees, in recovering such defense costs from the Contractor. In the event the Owner or the Architect is required to bring an action to enforce the indemnification obligation, the Contractor shall be liable to the Owner and/or the Architect for all costs associated with said action including attorney's fees.

By: _____
Signature of Authorized Representative of Contractor

_____
(Print Name and Title)

_____
(Date)

Smithtown Central School District

26 New York Avenue, Smithtown, New York 11787

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 Smithtown Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the firm? _____ If yes, set forth below 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 transaction heretofore entered into with Smithtown Schools? _____ If yes, please describe the transactions(s):

_____

_____

3. Does any direct relative of a member of the Board, administration, or staff possess any financial interest, directly or indirectly, in the firm (for purposes of their inquiry a direct relative is to be defined as a parent, spouse, child or sibling)? _____ If yes, set forth below the Smithtown School Board Member, administrator, or staff member whose relation possesses 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 LAW OR GENERAL MUNICIPAL LAW, AS APPLICABLE.

Firm: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Smithtown Central School District

26 New York Avenue, Smithtown, New York 11787

REFERENCES

References are to be considered part of the Bid Specifications. Please list four (4) **CURRENT** references who have purchased materials/services in a manner similar in scope to the specifications of this bid.

1. Firm Name: _____

   Contact Name/Title: _____

   Email Address: _____

   Telephone: _____

   Date(s) of Service: _____

2. Firm Name: _____

   Contact Name/Title: _____

   Email Address: _____

   Telephone: _____

   Date(s) of Service: _____

3. Firm Name: _____

   Contact Name/Title: _____

   Email Address: _____

   Telephone: _____

   Date(s) of Service: _____

4. Firm Name: _____

   Contact Name/Title: _____

   Email Address: _____

   Telephone: _____

   Date(s) of Service: _____

Smithtown Central School District

26 New York Avenue, Smithtown, New York 11787

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 _____, 20___

Notary Public: _____

Smithtown Central School District

26 New York Avenue, Smithtown, New York 11787

DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Bidders shall complete this form if they cannot certify that the bidder /contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder: _____

Address of Bidder: _____

Has bidder been involved in investment activities in Iran? _____
Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate)

_____
_____
_____

If so, when did the first investment activity occur?_____
Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not, have the investment activities increased or expanded since April 12, 2012? _____

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? _____

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

_____

_____

_____

_____

_____

I, _____ being duly sworn, deposes and says that he/she is the _____ of

the _____ Corporation and the foregoing is true and accurate.

_____
SIGNED

SWORN to before me this

_____ day of _____, 20___

Notary Public: _____

Smithtown Central School District

26 New York Avenue, Smithtown, New York 11787

Bidder Response Form

Dear Bidder:

Your response and feedback below is greatly appreciated. Completed Bidder Response Form can be emailed to Patricia Harmon at pharmon02@smithtown.k12.ny.us or faxed to the Purchasing department at (631) 382-2155. If no bid is being submitted, this form **must** be completed, and returned in order to stay on our Vendor file.

Bid: _____

Bidder Name: _____

Bidder Address: _____

_____

Bidder Contact: _____

Bidder Email: _____

Bidder Phone: _____ Fax: _____

Signature: _____ Date: _____

_____ Bid will be submitted by the required date and time.
_____ No bid response will be submitted.

Reason for no bid response:

_____ Scope/requirements are too restricting
_____ Insufficient time to respond
_____ Previously awarded bids, but not utilized
_____ Previous unsuccessful bids
_____ Currently do not provide product or service
_____ Unable to participate at this time, but want to remain on bid list
_____ Unable to participate at this time, please remove from bid list
_____ Other:

_____

_____

_____

If you wish to set a time to discuss further, please feel free to contact me directly at (631) 382-2150 or contact me via email as indicated above.

Sincerely,

Gina Klug
Purchasing Agent

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

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

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

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

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

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

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. See also *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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Smithtown Central School District

26 New York Avenue, Smithtown, New York 11787

Gina Klug
Purchasing Agent
(631) 382-2150

Mark Secaur, Ed.D.
Superintendent of Schools

August 20, 2026

ADDENDUM #1

To All Prospective Bidders:

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents for Bid #26/27-07. **Bidders must sign, date, and return this Addendum inside their sealed bid envelope prior to the bid opening on September 3, 2026 @ 11:00 AM.**

1. **FREIGHT & DELIVERY TERMS:**

    - **Minimum Order Threshold:** Standard delivery and freight shall be included (FOB Destination) for all orders totaling **$50.00 or more**. For orders under $50.00, the vendor may pass along actual, prepaid shipping charges on the invoice.

    - **Oversized / Heavy Freight:** Items classified as oversized or bulk weight (including but not limited to sign posts, concrete bases, speed bumps, and large directional monuments) are exempt from standard prepaid freight. Freight charges for oversized items must be quoted to and approved by the ordering district prior to shipment.

2. **PAYMENT TERMS:**

    - Payment terms across all participating cooperative entities are hereby revised to **Net 45 Days** following receipt of a correct invoice and satisfactory delivery of goods.

ALL OTHER TERMS, SPECIFICATIONS, AND CONDITIONS REMAIN UNCHANGED.

I hereby acknowledge receipt of **Addendum No. 1** for Signs and Associated Supplies Catalog Bid #26/27-07 and confirm that all modifications have been factored into our bid submission.

Company Name: _____

Authorized Signature: _____

Printed Name & Title: _____

Date: _____