

BAY SHORE UNION FREE SCHOOL DISTRICT – PURCHASING DEPARTMENT  
75 WEST PERKAL STREET, BAY SHORE, NY 11706  
PHONE: 631-968-1118 / FAX: 631-968-1253

BID NAME: General Building Maintenance involving New Construction, Reconstruction and Demolition

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**INVITATION TO BID**

**DATE:** December 22, 2022

**NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS ARE SOUGHT AND REQUESTED FOR THE FOLLOWING:**

**BID NAME:** General Building Maintenance involving New Construction, Reconstruction and Demolition

**PLACE OF OPENING:**

BAY SHORE UNION FREE SCHOOL DISTRICT  
ADMINISTRATIVE OFFICES  
75 WEST PERKAL ST  
BAY SHORE, NY 11706

**DATE OF OPENING:**  
Friday, January 6, 2023

**TIME OF OPENING:**  
10:00 a.m.

**CONTACT PERSON:** Joseph Arcuri  
Purchasing Agent  
631-968-1118

**VENDORS MUST SUBMIT BID IN SEALED ENVELOPE.**

**PLEASE PRINT ON THE FACE OF ENVELOPE:**  
1) NAME & ADDRESS OF BIDDER  
2) BID NAME & NUMBER

It is the bidder's responsibility to read the attached Bid Specifications and GENERAL CONDITIONS, which outline bidding rules of the BAY SHORE UNION FREE SCHOOL DISTRICT, Purchasing Department.

Upon submission of bid, it is understood that the bidder has read, fully understands and will comply with said GENERAL CONDITIONS and specification requirements.

BAY SHORE UFSD requires that this document be returned intact, that it be signed by an authorized representative, and filled out completely. PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID PACKAGE. Therefore, PLEASE MAKE A COPY OF BID DOCUMENT FOR YOUR RECORDS. Thank you.

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## INVITATION TO BID

**BIDDER'S NAME:**

Renu Contracting & Restoration, Inc

**PHYSICAL ADDRESS:**

1215 Sunrise Highway, Copiague NY 11726

**Bidders must list a physical address**

**MAILING ADDRESS :**

1215 Sunrise Highway, Copiague NY 11726

(P.O. BOX NUMBER, IF APPLICABLE)

Bids for the above referenced bid number and title will be received until **10:00 a.m. on: January 6, 2023** at the Bay Shore Union Free School District Administrative Office and be publicly opened and read.

**TERMS: PRICES TO REMAIN FIRM FOR THE PERIOD FROM ONE YEAR FROM THE DATE OF AWARD WITH THE OPTION TO RENEW FOR FOUR ADDITIONAL ONE-YEAR TERMS AT A MAXIMUM INCREASE OF ANNUAL CPI.**

**DELIVERY: AS SPECIFIED**

Prices are to be quoted F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED with deliveries to be made inside building to:

**NOT APPLICABLE**

**NOTE:**

The proposal of each bidder shall contain the certification to non-collusive bidding as set forth in section 103-d of the General Municipal Law included in the specifications. This requirement must be strictly complied with. Filing of Affidavit of Disclosure is mandatory when submitting your bid for this project. The undersigned reserves the right to reject any and all proposals and to accept any proposal or proposals as submitted, or as modified, which in the opinion of the undersigned will be in the best interests of the BAY SHORE UFSD.

**DATED: 12/22/22**

Bay Shore Union Free School District

BY: Joseph Arcuri

PURCHASING AGENT

**PLEASE MAKE COPY OF BID FOR YOUR RECORDS**

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## BIDDER'S CHECK LIST

Your response to our above referenced bid may be considered unresponsive and may be rejected if the following forms are not included at the time of the bid opening.

- Notarized Affidavit of Non-Collusion as required by NYS Law
- N/A  A Bid Deposit in the amount of 5% of bid as required in the Information to Bidders (See page 16)
- As per page 19 of the bid package, the BAY SHORE UNION FREE SCHOOL DISTRICT requires a current insurance certificate, with the BAY SHORE UNION FREE SCHOOL DISTRICT listed as additional insured, to be on file in the Purchasing Department. You will be given five (5) business days from notice of award to supply this form or the bid will be rescinded. Please note if the excess/umbrella clause is required.
- Experience / References form
- Equipment form
- N/A  Samples and/or Specifications as required
- Bidders must send materials, marked with Company Name, Bid No. and Item No. on outside of Bid package.
- Certification of Compliance Labor Regulations Form

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**VENDORS NAME:**

\_\_\_\_\_

**NON-BIDDER'S RESPONSE**

For the purpose of facilitating your firm's response to our invitation to bid, the BAY SHORE UNION FREE SCHOOL DISTRICT is interested in ascertaining reasons for prospective bidder's failure to respond to "Invitations to Bid". If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are *not* responding to this "Invitation to Bid" for the following reason(s):

- Items or materials requested not manufactured by us or not available to our company.
- Our items and/or materials do not meet specifications.
- Specifications not clearly understood or applicable (too vague, too rigid, etc.).
- Quantities too small.
- Insufficient time allowed for preparation of bid.
- Our branch / division handles this type of bid.

We have forwarded this bid on to them but for the future the correct name and mailing address is:

\_\_\_\_\_  
\_\_\_\_\_

**OTHER:**

\_\_\_\_\_  
\_\_\_\_\_

**Thank you for your participation in this bid.**

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**Receipt Confirmation Form**

**PLEASE COMPLETE AND RETURN THIS CONFIRMATION FORM  
WITHIN 5 WORKING DAYS OF RECEIVING BID PACKAGE TO:**

Joseph Arcuri  
Purchasing Agent  
Bay Shore Union Free School District  
75 West Perkal St  
Bay Shore, NY 11706  
Tel. (631) 968-1118 Fax: (631) 968-1253

**Failure to return this form may result in no further communication or addenda regarding this Bid.**

Company Name:

Renu Contracting & Restoration, Inc

Address: 1215 Sunrise Highway

City: Copliague State: NY Zip Code: 11726

Contact Person: Scott Colletti

Phone Number: 631.782.1020 EXT:        Fax Number: 631.768.9056

Email: Scott@RMNY.com

I have received a copy of the above noted BID.

We will be submitting a Bid

We will NOT be submitting a Bid – (please indicate reason on non-bidders response form)

I authorize the Bay Shore UFSD to send further correspondence that the School District deems to be of an urgent nature by the following method:

Courier Collect:  Mail

Fax:  Email:

Signature: *Scott Colletti*

Title: Principal

If a bidders' meeting has been arranged for this Bid, please indicate if you plan to attend: Yes / No

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**GENERAL CONDITIONS**

(For the purchase of materials, supplies, and equipment)

All Invitations to bid issued by the BAY SHORE UNION FREE SCHOOL DISTRICT will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the School District.

**DEFINITIONS**

“School District”	- shall be the legal designation of the district.
“Board”	- Board of Education of the school district.
“Bid”	- an offer to furnish materials, supplies, and/or equipment in accordance with the invitation to bid, the general conditions, and the specifications.
“Bid Offer”	- the form on which the bidder submits his bid.
“Bidder”	- any individual, company or corporation submitting a bid.
“Successful Bidder”	- any bidder to whom an award is made by the school district.
“Specification”	- description of materials, supplies, and/or equipment and the conditions for its purchase.

**BIDS**

1. The date and time of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on and in accordance with forms provided by the Board.
3. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
4. All information required by Notice to Bidders, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.
5. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
6. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in bid for this purpose.
7. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
8. Sales to school districts are not affected by any fair trade agreements. (General Business Law, Ch. 39, Sec. 369-a, Sub.3, L.1941)
9. No charge will be allowed for federal, state, or municipal sales and excise taxes since the school district is exempt from such taxes. The price bid shall be net and shall not include the amount of such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.

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10. In all specifications the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the school district as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give trade designation of the article, manufacturer's name and detailed specification of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.
11. Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise specified.
12. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.
13. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise bid for the group may be rejected.
14. All prices quoted must be "per unit" as specified; e.g. do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.
15. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
16. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
17. Under penalty or perjury the bidder certifies that:
  - (a)The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for bids, and
  - (b)The contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.
18. All bids must be sealed. They may be submitted either in plain opaque envelopes or in those furnished by the school district. All bids must be addressed to: Mr. Joseph Arcuri, Purchasing Agent, Bay Shore Union Free School District, 75 West Perkal Street, Bay Shore, NY 11706. Bid envelopes must be clearly marked "Bid". Also the date and time of bid opening as indicated on the Notice to Bidders must appear on this envelope. Bids must not be attached to or enclosed in packages containing bid samples. Telegraphed bids must be considered at the discretion of the school district. Telephoned quotations or amendments are not accepted at any time.
19. No interpretation of the meaning of the specifications or other document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Purchasing Agent at the school district not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the school district in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.

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**SAMPLES**

20. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless bid sample is superior, in which case deliveries must be the same identity and quality is accepted bid sample.
21. The school district reserves the right to request a representative sample of the item to be provided by the bidder prior to the time shipments are made. If the sample is not in accordance with the requirements of the specification, the school district may reject the bid; or, if award has been made, cancel at the expense of the successful bidder.
22. Samples, when required, must be submitted strictly in accordance with instructions; otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by test. Award samples may be held for comparison with deliveries. The school district will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the school district shall have the right to dispose of them as its own property.
23. When a specification indicates that an item to be purchased to be equal to a sample, such sample will be on display at a designated location in the school district. Failure on the part of the bidder to examine sample shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

**AWARD**

24. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
25. The school district reserves the right to reject all bids. Also reserved is the right to reject for cause, any bid in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interests of the district will be served. Also reserved is the right to reject bids and to purchase items on State contract if such items can be obtained on the same terms, conditions, specifications, and a lower price.
26. The school district reserves the right to make awards within forty five (45) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.
27. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award bids on individual items or on total sums.



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**CONTRACT**

28. Each bid will be received with the understanding that the acceptance thereof in writing by the school district, approved by the board of education, to furnish any or all of the items described there in shall constitute a contract between the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. Contract shall bind the school district on its part to order from such successful bidder (except in the case of emergency) and to pay for at the contract prices, all items ordered and delivered, within ten (10) percent over or under the award quantity, unless otherwise specified.
29. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in his bid, will be considered a binding contract between the bidder and the school district.
30. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the school district, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the school district, the school district may purchase from other sources to take the place of the item rejected or not delivered. The school district reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the school district promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.
31. A contract may be canceled at the successful bidder's expense upon no performance of contract.
32. If the successful bidder fails to deliver as ordered, the school district reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.
33. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.
34. When materials, equipment, or supplies are rejected, they must be removed by the successful bidder from the premises of the school district within five (5) days of notification. Rejected items left longer than five (5) days will be regarded as abandoned and the school district shall have the right to dispose of them as its own property at the successful bidder's expense.
35. No items are to be shipped or delivered until receipt of an official order from the school district.
36. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title or interest therein or his power to execute such contract, to any other person, company or corporation without the previous written consent of the school district.

**INSTALLATION OF EQUIPMENT**

37. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time as required or 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 specified.

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38. Equipment, supplies and materials shall be stored at the site only on the approval of the school 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.
39. Work shall be progressed so as to cause the least inconvenience to the school district and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.
40. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
41. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is". Equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.

**GUARANTEES BY THE SUCCESSFUL BIDDER**

42. The successful bidder guarantees:
  - (a) His products against defective material or workmanship and to repair or replace any damages or marring occasioned to transit.
  - (b) To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work of other successful bidders.
  - (c) To carry adequate insurance to protect the school district from loss in case of accident, fire, theft, etc.
  - (d) That all deliveries will be equal to the accepted bid sample.
  - (e) That the 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; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the school district.  
Any merchandise provided under the 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 carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement). The successful bidder shall make any such replacement immediately upon receiving notice from the school district.

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**DELIVERY**

43. Delivery must be made as ordered and in accordance with the proposal and specification. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery (not to exceed 30 days). The decision of the school district as to reasonable compliance with delivery terms shall rest with the successful bidder. Failure to deliver because of delayed payments or for any other reason except that described in Paragraph 51 will be cause for open market purchase at the expense of the successful bidder.
44. The school district will not schedule any deliveries for Saturdays, Sundays or legal Holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the school district shall govern.
45. Items shall be securely and properly packed for shipment, storage and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, bailing or sacks.
46. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and either losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition.
47. Unless otherwise stated in the specifications all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the school district. The successful bidder will be required to furnish proof of delivery in every instance.
48. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder, and the school district accepts no responsibility for unloading and placing of equipment. Any costs incurred due to failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the school district, and suppliers should notify their truckers accordingly.
49. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered:
  - Contract Number and/or Purchase Order Number
  - Name of Article
  - Item Number
  - Quantity
  - Name of the successful bidderCarton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

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**PAYMENTS**

- 50. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.
- 51. Payments of any claim shall not preclude the school district from making claim for adjustment on any item found not to have had in accordance with general conditions and specifications.
- 52. Payments shall be made by the School District within 90 days after receipt of materials delivered or services rendered.

**SAVING CLAUSE**

- 53. The successful bidder shall not be held responsible for the losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

**NON-COLLUSIVE BIDDING CERTIFICATION**

I. In accordance with Section 103-d of the General Municipal Law of the State of New York, the following must be subscribed to by every bidder:

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

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

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

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

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

II. 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, regulations, or local law, and where such bid contains the certification referred to in subdivision one 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

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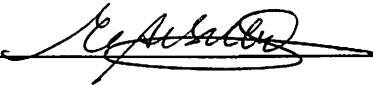
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and deed of the Corporation

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

Sworn to before me this 6th day of January 2023



Notary Public, Suffolk County.

 President  
Signature & Company Position

Michael VanDenburg / President  
Print Name and Company Position

Renu Contracting & Restoration, Inc  
Company Name

**EVELYN L SIBILLA**  
Notary Public, State of New York  
Registration No. 01SI6371145  
Qualified in Suffolk County  
My Commission Expires Feb. 20, 2026

**IRAN ENERGY SECTOR DIVESTMENT BID CERTIFICATION**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision 165-a has been added to the State Finance Law, and a new provision 103-g has been added to the General Municipal Law, effective April 12, 2012. The New York State Commissioner of the Office of General Services ("OGS") will be developing a list of prohibited entities detailing "persons" engaging in "investment activities in Iran," as defined within section 165-a of the State Finance Law. Pursuant to State Finance Law 165-a(3)(b) and General Municipal Law 103-g, 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 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 that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

By submission of this bid or by assuming the responsibility of a Contract awarded hereunder, each bidder/contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, each bidder/contractor (or any assignee) is advised that once the prohibited entities list is posted on the OGS website, any contractor seeking to enter into, renew, or

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extend a contract or assume the responsibility of a contract awarded in response to the solicitation, must certify at the time the contract is bid upon or a proposal submitted, or the contract is renewed, extended, or assigned that it is not included on the prohibited entities list.

Pursuant to section 103-g of the General Municipal Law, a bid shall not be considered for award nor shall any award be made where the bidder has not made the above certification, 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 therefor.

During the term of the contract, should the District receive information that a person is in violation of the above-referenced certification, the District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the District shall take such action as may be-appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The District reserves the right to reject any bid, proposal, or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

**(SEAL OF CORPORATION)**

Renu Contracting & Restoration, Inc

Corporate or Company Name

By

  
Michael VanDenburg / President

Signature Title

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**INFORMATION TO BIDDERS**

**OBLIGATION OF BIDDERS**

A Contractor shall not plead misunderstanding or deception because of estimates of quantities, character, location, or other conditions surrounding the same. Permission will not be given to withdraw, or modify, or explain any proposal or bid after it has been opened. The proposal shall specify the costs, in the manner hereafter described for which the items will be supplied according to the specifications, together with a unit price for each of the separate items as called for. Any proposal shall be deemed informal which does not contain prices set opposite to each of the several items for which there is a quantity exhibited in the itemized proposal.

**BID SECURITY**

Each contract shall require a certified check made payable to the Bay Shore Union Free School District in the amount indicated on the attached Affidavit of Non-Collusion. In lieu of such check, the bidder may furnish a bid bond in the same amount and having as surety thereon a surety company licensed to do business in the State of New York. Checks or bid bonds of all formal bidders will be returned after the contract has been executed.

**EXECUTION OF CONTRACT**

The bidder whose proposal is accepted will be required to execute the contract and furnish bonds and evidence of insurance within five days from date of Notice of Award, if required. In case of failure or refusal on the part of the bidder to enter into contract or to furnish bonds, if required, within the set period, the amount of deposit may be forfeited to the School District and the contract may be awarded to the next lowest responsible bidder. Upon the execution of the contract and approval of the bond, the deposit will be returned to the proposer. The deposit of persons other than the one to whom award of contract is made will be returned to the person or persons making the proposal immediately after the contract and bonds have been executed.

**NONRESTRICTIVE USE OF BRAND NAME OR EQUAL SPECIFICATIONS**

The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition.

**FORM OF PROPOSAL**

All proposals shall be made upon forms furnished by the Purchasing Agent of the Bay Shore Union Free School District and shall be contained in sealed envelopes addressed to Joseph Arcuri, Purchasing Agent, Bay Shore Union Free School District, 75 West Perkal Street, Bay Shore, NY 11706. Form of proposal as issued by the school district shall be completely filled in, in ink or typing. No bid will be accepted which contains any changes, additions, omissions or erasures.

**EXPERIENCE & EQUIPMENT**

Bidder shall submit with the proposal a Certificate of Experience for the past three (3) years. Bidder to list

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equipment owned or leased necessary for the execution of this contract. Certificate of Experience and Certificate of Equipment are included in these documents, if applicable.

**BONDS**

The Contractor shall furnish a performance bond in a sum equal to 100% of the annual contract, renewable annually for the term of the contract.

If indicated a performance bond IS REQUIRED.

**CONTRACT EXECUTORY**

This contract shall be deemed executory only to the extent of monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the political subdivision beyond the amount of such monies. The contract is not a general obligation of the Bay Shore Union Free School District. Neither the full faith and credit nor the taxing power of the Bay Shore Union Free School District is pledged to the payment of any amount due or to become due under such contract. It is understood that neither this contract nor any representation by any public employee or office creates any legal or moral obligation to appropriate or make moneys available for the purpose of the contract.

**APPRENTICE EMPLOYEES**

The district will require each contractor performing work on the project to participate in apprentice training programs in the trades of work it employs, which programs **must** have been approved by the New York State Department of Labor for not less than three (3) years and must have at least one apprentice currently enrolled in the training program. A copy of the approval letter from the NYS apprenticeship program must be included.

**ASSIGNABILITY OF CONTRACT**

The Contractor is prohibited from assigning, transferring, conveying, sub-contracting or disposing of this contract, or of any part thereof, or any payment to become due there under, or of his right, title or interest therein or his power to execute such contract to any other person or corporation without the previous consent in writing of the Purchasing Agent awarding the contract. If the Contractor fails to comply with this clause, the owner may immediately declare breach of contract.

**SUBCONTRACTORS**

- a) Contractor may subcontract a portion of work; however, any subcontractor must agree to all terms and conditions of this agreement, including insurance requirements and the Contractor will be liable for the conduct of such Subcontractor to the same extent as Contractor's liability under this agreement.
- b) Nothing contained in this Agreement shall create any rights in favor of a subcontractor, supplier or other party as against the Purchasing Agent. Subcontractors, suppliers or other parties shall not be deemed third party beneficiaries of this agreement.

**COMMENCEMENT OF WORK**

Work hereunder shall be started within ten (10) days after the execution of the contract. All work schedules must be submitted for review by the Owner, and integrated with all trades on job and the Owner.



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**MATERIALS**

All materials used in the work shall be of the best grade of their respective kinds for the purpose.

**SAFETY / OSHA/ DOT REQUIREMENTS**

**Requirements for OSHA 10 Compliance**

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be verified as having completed and OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training “prior to the performing of any work on the project”

**The Bureau will enforce the statute as follows**

All contractors and sub-contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed. Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (Note: Completion cards do not have an expiration date.)
- Training roster, attendance record of other documentation from the certified trainer pending insurance card.
- Other valid proof
- A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Works at 518-457-5589

**ALL CONTRACTORS AND/OR VENDORS SHALL BE REQUIRED TO WEAR HARD HATS AND SAFETY PROTECTIVE EQUIPMENT WHILE DOING WORK FOR AND/OR BEING ON BAY SHORE UNION FREE SCHOOL DISTRICT PREMISES AS THE JOB REQUIRES. THIS DIRECTIVE IS EFFECTIVE IMMEDIATELY AND SHALL BE ENFORCED.**

**NO WORK WILL BE AUTHORIZED OR PERFORMED WITHOUT PROPER SAFETY PROTECTION EQUIPMENT ADHERING TO THE MOST RECENT OSHA STANDARDS, AND IT IS THE VENDOR'S RESPONSIBILITY TO SUPPLY THE NECESSARY ITEMS OF EQUIPMENT.**

**RIGHT TO KNOW LAW**

“The successful bidder at the time of delivery of any toxic substance, which is defined as any substance with is listed in the latest printed edition of the National Institute of Occupational Safety and Health Registry of Toxic Effects of Chemical Substances or has yielded positive evidence of acute or chronic health hazards in human, animal or other biological testing, shall submit the following information to the Purchasing Agent:

- The name or names of toxic substance(s), including the generic or chemical name
- The trade name of the chemical and any other commonly used name
- The level at which exposure to the substance(s) is determined to be hazardous, if known
- The acute and chronic effects of exposure of the toxic substance(s) at hazardous levels
- The symptoms of such effects of exposure of the toxic substance(s) at hazardous levels
- The potential for flammability, explosion and reactivity of such toxic substance(s)
- Appropriate emergency treatment for over exposure of the toxic substance(s)

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- Proper conditions for safe use and exposure to such toxic substance(s)
- Procedures for cleanup of leaks and spills of such toxic substance(s)

The successful bidder shall be required to comply with the provisions of Article 48 of the Public Health Law and Article 28 of the Labor Law, and as amended, at the time of delivery of any goods and material.”

**BIDDERS QUALIFICATION**

A Statement of Qualifications of Bidders giving evidence of sufficient facilities, equipment, experience, and financial capability to ensure completion of the work must be completed by all prospective bidders and must be sworn to and submitted with each bid. No bid shall be considered unless the bidder meets all of the following requirements, unless otherwise excepted as set forth herein, namely that the bidder:

- Possess and maintains the necessary licenses and certifications for the work of the trades to be performed.
- Maintains a full-time management and field staff, capable of performing the work described in the contract
- Has at least five (5) years of experience as a prime General Contractor in the construction or renovations of buildings for which the bid is being submitted.
- Familiarity with the equipment and operating systems owned by the School District.
- Intend to complete at least 25 percent of the work with their own workforce. General conditions, mobilization, etc. shall not count towards the 25 percent.

**BIDDER PROFILE**

- Provide a brief description and history of your company including the number of years the company has been in business and the number of employees
- Provide ownership and organizational structure of your company and its support staff with and organizational chart for the team that would be assigned to the account.
- Provide information to demonstrate that your firm has the ability to provide the General Construction Contractor services required by the district.
- Provide a list of names, training, and years of experience of each employee to be assigned to the district.
- Contractors, and servicemen shall have a minimum of five (5) years training and experience in the work of this contract. Provide with your bid, a list of at least three (3) carpenters/mechanics and laborers with OSHA cards, having these qualifications that are regularly employed by the bidder and will be assigned to the district.
- Contractor must enclose a copy of the approval letter from the NYS Apprenticeship program.

**REFERENCES AND EXPERIENCE**

- Provide three (3) references (Name, Title, and Phone Number) associated with three (3) different projects (OGS, public or private sector) of similar scope and size to the one identified in this contract. Additionally, include the names of two major suppliers used for each of the three (3) projects.

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**AMENDMENTS TO BID**

Any verbal information obtained from or statements made by the representative of the Bay Shore Union Free School District or his designee at the time of examination of the documents or site shall not be construed as, in any way, amending Contract documents. Only such corrections or addenda as are issued by the Purchasing Agent in writing to all Contractors shall become a part of the Contract. Any addendum issued during the time of bidding shall be included in bids and become a part of the Contract Agreement.

**ARTICLE 10  
INSURANCE REQUIREMENTS**

A. The Contractor, at its sole cost and expense, shall provide the Owner with the following insurance coverage whether the operations to be covered thereby are through the Contractor or by a Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Workers' Compensation:

Coverage	Statutory (to be submitted on Form C-105.2 or U-26.3) NYS Disability Insurance (DB-1201.1) for all employees
Extensions	Voluntary compensation All states coverage employers Employer's liability - unlimited

2. Commercial General and Umbrella Liability

Coverage	Occurrence using ISO occurrence Form CG0001 07 98 or later form
Limits per project	\$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate on a per project basis Products and Completed Operations - \$2,000,000.00 Personal & Advertising Injury - \$1,000,000.00 Fire Damage (any one fire) - \$100,000.00 Medical Expenses (any one person) - \$10,000.00 Umbrella - \$10,000,000.00

3. Owners Contractors Protective Liability Insurance:

- a. \$1,000,000 per occurrence, \$2,000,000 general aggregate for contracts less than or equal to \$1,000,000 that do not involve scaffolds or work above a height of one story.
- b. \$2,000,000 per occurrence, \$4,000,000 general aggregate for contracts greater than \$1,000,000, or any contracts involving scaffolds or work above a height of one story.
- c. For all projects where General Liability, Auto, and Umbrella/Excess Coverage is with non-licensed and non-admitted carriers in New York State: \$2,000,000 per occurrence; \$4,000,000 aggregate with the Owner as named insured.

4. Automobile Liability: \$1,000,000.00 per accident

5. Builder's Risk: purchased by the Contractor to include interest of the Owner and Contractor

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jointly in a form satisfactory to the Owner. The limit to reflect the total completed value – all material and labor costs and provide coverage for fire, lightning, explosion, extended coverage, vandalism, malicious mischief, windstorm, hail, and/or flood.

6. Excess Liability (excess coverage shall be on a follow-form basis)

- a) \$5,000,000 each occurrence and aggregate for contracts less than or equal to \$1,000,000 that do not involve scaffolds or work above a height of one story
- b) \$10,000,000 each occurrence and aggregate for contracts greater than \$1,000,000, or any contracts involving scaffolds or work above a height of one story.

7. Asbestos/Lead Abatement/Pollution Liability: If this project requires the removal of asbestos and/or hazardous materials, Contractors shall provide hazardous material liability insurance as follows:

\$2,000,000 per occurrence/\$2,000,000 aggregate, including products and completed operations. Such insurance shall include coverage for the Contractor's operations including, but not limited to, removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract. If motor vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948), as well as proof of MCS 90. Coverage shall fulfill all requirements of this Article 10 and shall extend for a period of three (3) years following acceptance by the District of the Certificate of Completion.

8. Testing Company Errors and Omission Insurance

\$1,000,000 per occurrence/\$2,000,000 aggregate for the testing and other professional acts of the Contractor performed under the Contract with the Owner.

If written on a "claims-made" basis, the retroactive date must pre-date the inception of the Contract or agreement. Coverage shall remain in effect for two years following the completion of work. The testing company shall also provide proof of Workers' Compensation and NY State Disability Benefits Insurance, Commercial General Liability and Excess Liability with limits of \$2,000,000 each occurrence and in the aggregate.

Notwithstanding any terms, conditions, or provisions, in any other writing between parties, Contractor hereby agrees to effectuate the naming of the Owner, Architect and Construction Manager as an additional insured on the Contractors commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

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- a. The policy naming the Owner, Architect and Construction Manager as an additional insured shall:
  - a. Be an insurance policy from an A.M Best rated "Secure" insurer, licensed and admitted doing business in New York State.
  - b. State that the coverage shall be primary and non-contributory coverage for the District, its Board, employees, and volunteers.
- b. The Owner, Architect, and Construction Manager shall be listed as an additional insured by using endorsement CG 2038 or equivalent. The decision to accept an alternative endorsement rest solely with the Owner. A completed copy of the endorsement must be attached to the certificate of insurance.
- c. The certificate of insurance must describe the work that is covered by the liability policies.
- d. At the Owner's request, the Contractor shall provide a copy of the declaration page of the liability and excess policies with a list of endorsements and forms.
- e. The Contractor agrees to indemnify the Owner, Architect, and Construction Manager for any applicable deductibles and self-insured retentions.

If written on a "claims-made" basis, the retroactive date must pre-date the inception of the Contract or agreement. Coverage shall remain in effect for two years following the completion of work. The testing company shall also provide proof of Workers' Compensation and NY State Disability Benefits Insurance, Commercial General Liability and Excess Liability with limits of \$2,000,000 each occurrence and in the aggregate.

Coverages 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. Article 10 of the General Conditions shall remain in effect and the Contractor will be required to provide the insurance set for therein. The Contractor will be permitted to commence work on the project with the insurance certificates currently on file with the Owner. On or before July 15 of each year, the Contractor will substitute said insurance certificates with insurance in strict compliance with article 10.

C. All insurance coverage to be provided by the Contractor shall name the Owner and District as additional insureds on the policy. Additionally, the insurance coverage to be provided by the Contractor, pursuant to paragraph A of this Article 10, shall state that the Contractor's coverage shall be the primary coverage for the Contractor's work.

D. In the event that any of the insurance coverage to be provided by the Contractor to the Owner contains a deductible, or the insurance provided by the Owner contains a deductible, the Contractor shall indemnify and hold the Bay Shore School District harmless from the payment of such deductible,

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which deductible shall in all circumstances remain the sole obligation and expense of the Contractor.

E. The Contractor acknowledges that its failure to obtain or keep current the insurance coverage required by paragraph A of this Article 10 shall constitute a material breach of Contract and subjects the Contractor to liability for damages, including but not limited to direct, indirect, consequential, special and such other damages the Owner sustains as a result of such breach. In addition, the Contractor shall be responsible for the indemnification to the Owner and the Architect, of any and all costs associated with such lapse in coverage, including but not limited to reasonable attorney's fees.

F. The Contractor shall require all Subcontractors to carry similar insurance coverages and limits of liability, as set forth in paragraph A of this Article 10 and adjusted to the nature of Subcontractors' operations and submit same to the Owner for approval prior to start of any work. 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 Owner, the Architect, Engineers, Consultants, and Sub-consultants and their 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.

G. The Contractor assumes responsibility for all injury or destruction of the Contractor's materials, tools, machinery, equipment, appliances, shoring, scaffolding, false and form work, and personal property of the Contractor's employees from whatever cause arises. Any policy of insurance secured covering the Contractor or Subcontractors leased or hired by them and any policy of insurance covering the Contractor or Subcontractors against physical loss or damage to such property shall include an endorsement waiving the right of subrogation against the Owner for any loss or damage to such property.

H. The Owner in good faith may adjust and settle a loss with the Contractor's insurance carrier.

I. The Owner and the Contractor waive all rights against each other and any of their Subcontractors, Sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any insurance policy procured, pursuant to paragraph A of this Article 10, or other property insurance applicable to the Contractor's work.

J. Before commencement of its work, the Contractor shall obtain and pay for such insurance as may be required to comply with the indemnification and hold harmless provisions outlined under Article 12 of these General Conditions of the Contract for Construction.

K. Review and acknowledgment of the Certificate of Insurance by the Owner or the Architect shall not relieve or decrease the liability of the Contractor hereunder. If the terms of policies expire, or the lives of the insurance companies terminate, before the Contract is completed or during the period of completed operations coverage, and the Contractor fails to maintain continuance of such insurance, the Owner is entitled to provide protection for itself, to pay premiums, and to charge the cost to the Contractor.

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**ARTICLE 11**  
**REQUIRED BONDS FOR THE PROJECT**

- A. The Contractor shall furnish a Performance Bond and Labor and Material Payment Bond meeting all statutory requirements of the State of New York.
- B. All Surety companies are subject to the approval of the Owner and may be rejected by the Owner without cause.
- C. Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment.
- D. Bonds shall be executed by a responsible surety licensed to do business in New York with an A.M. Best Rating of "A-" or better as to Policy Holder Ratings, and "VII" or better as to "Financial Size Category." Such bonds shall remain in effect for a period not less than two (2) years following final completion of the work by the Contractor.
- E. Bonds shall further be executed by a surety that is currently listed on the U.S. Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as amended.
- F. The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to 100% of the Contract Sum. The value of each bond shall be adjusted during the Project construction period to reflect changes in the Contract Sum.
- G. Every Bond must display the Surety's Bond Number.
- H. Each bond must be accompanied by an original Power of Attorney, giving the names of attorneys-in-fact, and the extent of their bonding capacity.
- I. A rider including the following provisions shall be attached to each bond:
1. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.
  2. Surety further agrees that in the event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have thirty (30) days from time after receipt of such

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notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to the Owner.

J. The Contractor shall deliver the required bonds to the Owner prior to beginning construction activity at the site, but no later than ten (10) days of issue date of Notice of Award of Contract. Said bonds shall be in the form set forth in the Project Manual. No work shall be performed by the Contractor until such bonds have been reviewed and approved.

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

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

**ARTICLE 12  
INDEMNIFICATION**

A. The Contractor and its Subcontractors shall indemnify and hold harmless the Owner and the Architect, and all their employees, agents or servants or any third parties from and against any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges and expenses, including but not limited to attorneys' 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 shall indemnify and hold harmless the Owner, the Architect, the Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to, attorneys' fees arising out of or resulting from performance of its work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction, of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the 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



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indemnity which would otherwise exist as to a party or person described in this paragraph

C. 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.

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

E. The Contractor shall indemnify and hold harmless: (1) the Owner, its consultants, employees, officers and agents; and (2) the Architect and its consultants, employees, officers and agents, against any actions, lawsuits or proceedings or claims of liens brought against each or any of them as a result of liens filed against the Contractor's project funds, including all the cost and expense of said liens, and including but not limited to attorneys' fees incurred by each or any of them.

F. The Contractor shall indemnify and hold harmless the Owner and the Architect of and from any and all liability for violation of any laws and regulations applicable to the Contractor's work and shall defend any claims or actions which may be brought against the Owner as the result thereof. In the event that the 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.

G. The Contractor shall indemnify and hold harmless the Owner and the Architect of and from 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. 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.

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75 WEST PERKAL STREET, BAY SHORE, NY 11706

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BID NAME: General Building Maintenance involving New Construction, Reconstruction and Demolition

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**ARTICLE 13  
TIME FOR COMPLETION OF WORK**

- A. The date of commencement of the Contractor's work shall be as indicated in the agreement between the Contractor and the Owner. The date shall not be postponed or extended by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible to act. Time limits stated in the agreement between the Owner and the Contractor are of the essence of the Contract. By executing the agreement the Contractor confirms that the Contract Time is a reasonable period for performing the work.
- B. The Contractor shall not commence work on the site until two certified copies of all insurance policies and bonds required by Article 10 and Article 11 of these General Conditions of the Contract for Construction are provided to the Owner and accepted by the Owner. The date of commencement and/or completion of the Contractor's work shall not

**USE OF PREMISES**

The Contractor shall confine his equipment and the storage of materials, if any, and the portion of his employees to the limits directed by the owner and shall not encumber the premises or any part thereof with his materials or equipment. All work shall be accomplished in such a manner as not to interfere with the orderly conduct of the business of the Bay Shore Union Free School District. Since the buildings are occupied, personnel shall be instructed to refrain from unworkmanlike conduct while on the job.

**FAILURE TO PERFORM**

Should the Contractor fail to perform as required by the specifications, the School District may cancel the order and terminate the contract. In such event, the School District will assume no responsibility for, nor will it reimburse the Contractor for any expense or loss to the contractor because of such termination or cancellation. The School District will then purchase products/service on the open market and charge back the differences to defaulting vendor.

**COMPLIANCE WITH LAWS**

The Contractor shall comply with all the provisions of laws in the County of Suffolk, the State of New York and of the United States of America which affect municipalities and municipal contracts, and provide at his expense, any and all permits, licenses and registrations required for the fulfillment of this agreement, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulation, the General Municipal Law, the Workers' Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The bidder's special attention is called to those laws which are set forth in detail below:

**LABOR LAW**

The Contractor shall conform to all applicable requirements of Article 8 of the Labor Law, including the

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following:

(1) A stipulation that no laborer, worker or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be 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 the emergencies set forth in the Labor Law.

(2) A provision that each laborer, worker or mechanic, employed by the Contractor, Subcontractor or other person about or upon such public work, shall be paid not less than the prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as determined by the fiscal officer. Bidder agrees to comply with the schedule of wages applicable to the performance of the said contract and the statutory requirements and rules of the public and governmental authorities. **(SEE PAGE 24)**

(3) Contractor agrees:

a) that in the hiring of employees for the performance of work under this contract, no Contractor or any person acting on behalf of such Contractor shall by reason of race, creed, color or national origin, or sex, discriminate against any citizen who is qualified and available to perform the work to which the employment relates.

b) that Contractor nor any person on contractors behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, national origin or sex.

c) that there may be deducted from the amount payable to the Contractor by the State of Municipality under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

d) that this contract may be cancelled or terminated by the State or Municipality, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions of this section of the contract, and

(4) The Contractor agrees that in the event employees will be hired for this project, he will make a good faith effort to employ persons residing in Suffolk County for the particular job title required. Similar consideration will be given to Bay Shore suppliers and subcontractors, as needed.

**SOCIAL SECURITY TAXES:**

The Contractor for the agreed consideration promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes. The Contractor further promises and agrees to indemnify and hold the owner harmless on account of any tax measured by the wages aforesaid of employees of the contractor assessed against the owner under authority of said law.

**DISCRIMINATION IN EMPLOYMENT**

The contractor will abide by the pertinent provisions of Sections 291-299 of the Executive Law and of the Civil Rights Law of the State of New York relating to unlawful discriminatory practices insofar as they may apply to this Agreement.

**HOLD HARMLESS CLAUSE**

The Contractor shall defend, indemnify, save & hold harmless the School District, its agents, officers and employees from and against all suits, or claims, which may be based upon any injury to or death of any person or persons or damage to property, which may occur, or which may be alleged to have occurred in the course of the performance of this agreement by the Contractor, whether such sum claimed shall be made by an employee of the contractor by a third person, or their representatives, and whether or not it shall be claimed that the said injury, death, or damage were caused through a negligent act, or omission, of the Contractor; and the Contractor shall, at its own expense, defend any and all costs and other expenses,

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arising there from, or incurred in connection therewith, and, if any judgment shall be rendered against the Owner in any such action, or actions, the contractor shall, at its own expense, satisfy and discharge the same.

**CHANGES**

If changes in the work are required, they will be directed in writing to the Facilities Director. In the event a change requires adjustment in costs, the following methods may be used and agreed upon between both parties:

- a. Agreed upon lump sum.
- b. Verified cost for time and materials, plus a mark-up of 10% on materials.
- c. Processed with work and review at later date.
- d. In no event may the contractor stop the work due to an inability to arrive at an agreed upon method of billing, but must proceed "under protest."

**EXCULPATORY CLAUSE**

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act of omission to act of the District or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

**CERTIFICATE OF EQUIPMENT**

I, Michael VanDenburg

hereby certify that

Renu Contracting & Restoration, Inc

is the owner or leasee of the equipment necessary for the execution of this Contract, and further certify that

Renu Contracting & Restoration, Inc

is fully prepared with the necessary capital, material and machinery to conduct this work as herein specified. The equipment available for the execution of this contract is listed below:

See Specifications

Michael VanDenburg

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**NAME OF BIDDER WITNESS**

January 6, 2023

BY DATE

President

TITLE

**IMPORTANT: THIS FORM MUST BE FILLED IN BY BIDDER**

List of Equipment:

Company Vehicles

Ladders

Pipe Scaffold

Lifts

**CERTIFICATION OF EXPERIENCE**

(THIS FORM MUST BE FILLED IN BY VENDOR)

I Michael VanDenburg HEREBY CERTIFY THAT

(COMPANY) Renu Contracting & Restoration, Inc HAS PERFORMED THE FOLLOWING WORK WITHIN THE LAST THREE YEARS:

NAME OF BUSINESS: Farmingdale Union Free School District

CONTACT NAME: Nelson Dominguez

TELEPHONE NO. 516-434-5150

FAX NO. \_\_\_\_\_

ADDRESS: 50 Van Cott Avenue

Farmingdale, NY 11735

AMOUNT OF CONTRACT: \$1,036,840.00

TYPE OF WORK: General Construction

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NAME OF BUSINESS: Middle Country Central School District

CONTACT NAME: Frank Fiorino

TELEPHONE NO. 631-285-8830

FAX NO. \_\_\_\_\_

ADDRESS: 8 43rd Street

Centereach, NY 11720

AMOUNT OF CONTRACT: \$250,000.00

TYPE OF WORK: General Construction

NAME OF BUSINESS: Eastern Suffolk Boces

CONTACT NAME: Mark Finnerty

TELEPHONE NO. 631-289-2200

FAX NO. \_\_\_\_\_

ADDRESS: 201 Sunrise Highway

Patchogue, NY 11772

AMOUNT OF CONTRACT: \$1,511,995.00

TYPE OF WORK: General Construction

**ALL QUESTIONS PERTAINING TO THIS SOLICITATION MUST BE SUBMITTED IN WRITING.**

(PLEASE USE THIS FORM AND FAX TO 631-968-1253 TO THE ATTENTION OF Joseph Arcuri, Purchasing Agent. WE WILL RESPOND AS SOON AS POSSIBLE.)

DATE: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**BAY SHORE UNION FREE SCHOOL DISTRICT – PURCHASING DEPARTMENT**

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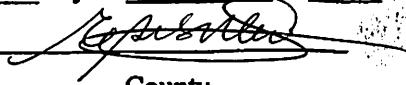
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The contractor promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes.

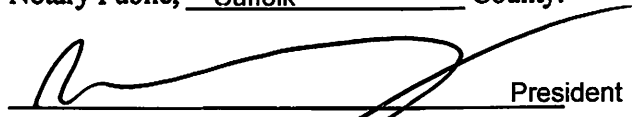
**3. Labor Laws**

The contractor certifies compliance with all the provisions of laws in the State of New York and the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulations, the General Municipal Law, the Workers Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, and any and all regulations promulgated by the State of New York, in so far as the same shall be applicable to the contract awarded to the contractor.

Sworn to before me this 6th day of January 2023

  
\_\_\_\_\_  
Notary Public, Suffolk County.

**EVELYN L SIBILLA**  
Notary Public, State of New York  
Registration No. 01SI6371145  
Qualified in Suffolk County  
My Commission Expires Feb. 20, 2026

  
\_\_\_\_\_  
President

Signature & Company Position

Michael VanDenburg / President

Print Name and Company Position

Renu Contracting & Restoration, Inc

Company Name

**SPECIFICATIONS**

1. Any bidders submitting proposals by mail or private delivery service must assume the risk of any delay in the mail or handling of bids by employees of the U.S. Postal Service, private delivery service or the School District. All proposals received after the designated date and time will be refused and returned unopened.
2. All proposals will be opened on **January 6, 2023 at 10:00 a.m.**, prevailing time, at the Bay Shore Union Free School District, Administrative Offices, 75 West Perkal Street, Bay Shore, New York, by the Purchasing Agent or a designated representative. There will be no discussion of the proposals at the time of the bid opening.



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MAIL BIDS TO:

Mr. Joseph Arcuri, Purchasing Agent  
Bay Shore Union Free School District  
75 West Perkal Street  
Bay Shore, NY 11706

BID OPENING LOCATION:

Bay Shore Union Free School District  
Administrative Offices  
75 West Perkal Street  
Bay Shore, NY 11706

3. The Board of Education reserves the right to reject any and all bid proposals and to waive any informality in a bid.
4. Bidders will complete the attached estimate sheets indicating the price for each item or service proposed. This information will be used on the Grading sheet to determine lowest bidder.
5. The successful bidder shall furnish to the Bay Shore Union Free School District a **Performance Bond** equal to the 5% of each awarded contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed.
6. Illegible or vague bids will be rejected.
7. The contract shall run from February 1, 2023 to January 31, 2024. **All “Municipal Agencies” are authorized to piggyback on this bid award.**

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WORKSCOPE	QTY.	UNIT	UNIT PRICE
<b>Demolition</b>			
Remove drop ceilings	1	sf	\$1.95
Remove spine ceiling	1	sf	\$0.85
Remove sheetrock ceiling	1	sf	\$2.00
Remove sheetrock partitions and framing	1	sf	\$7.00
Remove masonry wall	1	sf	\$8.50
Remove single door	1	\$20.00	per 3' opening
Remove single door and frame	1	\$600.00	per 3' opening
Remove ceramic wall tile	1	sf	\$1.50
Remove ceramic floor tile and base	1	sf	\$1.50
Remove vct flooring	1	sf	\$0.95
Remove carpet	1	sf	\$.085
Remove plaster ceiling	1	sf	\$15.00
Remove plaster walls	1	sf	\$15.00
Cut out concrete masonry opening include install of steel structural lintel	1	lf	\$160.00
<b>Ceilings</b>			
New 2x2 drop ceiling lay-in tile - Certaineed Fine Fissured #457	1	sf	\$7.00
New 2x2 drop ceiling lay-in tile - Certaineed Symphony M #1222-75	1	sf	\$7.25
New 2x2 drop ceiling lay-in tile - Certaineed Symphony M RXS #1222-RXS	1	sf	\$7.25
New 2x2 drop ceiling lay-in-tile - Certaineed Vinyl Shield A Clean Room #1102-CRF	1	sf	\$6.25
New 2x2 drop ceiling lay-in-tile - Certaineed Sand Micro Square Edge #SHM-157	1	sf	\$5.25
New 2x2 drop ceiling lay-in-tile - Armstrong Ultima #1910	1	sf	\$9.50
New 2x2 drop ceiling lay-in-tile - Armstrong Clean Room #868	1	sf	\$6.50
New 2x2 drop ceiling lay-in-tile - Armstrong Dune #1772	1	sf	\$5.50
New 2x2 and 2x4 drop ceiling with lay-in-tile - LABOR ONLY	1	sf	\$3.75
New 2x2 and 2x4 drop ceiling with regular tile - LABOR ONLY	1	sf	\$4.25
<b>Specialty Ceiling</b>			
Certaineed Techstyle composite-fiberglass panels (size options: 24"x24", 24"x48", 30"x30", 30"x48") lay-in-tile with grid			
polyester fabric all colors	1	sf	\$13.95
polyester fabric wood print	1	sf	\$15.50
ultrasmooth fiberglass surface white	1	sf	\$9.50

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<b>Carpentry</b>			
New non rated metal stud partition 3-5/8" 20ga with 1 layer 5/8" sheetrock type x each side - tape, spackle, polish	1	sf	\$16.00
New non rated metal stud partition 3-5/8" 20ga with 1 layer 5/8" Hi-impact each side - tape, spackle, polish	1	sf	\$19.50
New non rated metal stud partition 3-5/8" 20ga with 1 layer 5/8" GlasRoc Backer Board type x	1	sf	\$12.00
New non rated metal stud partition 3-5/8" 20ga with 1 layer USG 1/2" Durock Cement Board with EdgeGuard installed over existing	1	sf	\$7.00
Add second layer sheetrock - LABOR ONLY	1	sf	\$4.00
Laminate wall - hat channel with 1 layer 5/8" type x	1	sf	\$5.00
Fur out wall - 1-5/8" 18ga with 1 layer 5/8" type x - non rated - t/s/p	1	sf	\$6.00
<b>Painting</b>			
Paint prime, 1 coat - latex paint	1	sf \$1.10	per coat
Paint prime, 1 coat - oil based	1	sf \$1.10	per coat
Paint - epoxy - 1 coat	1	sf \$3.95	per coat
Painting of door frame - oil based		\$30.00	per frame
<b>Doors</b>			
New non rated wood door on existing frame - no hardware/ vision	1	EA	\$425.00
New rated door on existing frame - no hardware/ vision	1	EA	\$505.00
<b>Temporary Protection</b>			
Metal stud wall 1 layer 5/8" sheetrock 1 coat tape, spackle, polish with hollow metal door and hardware	1	sf	\$10.00
6 mil plastic sheeting secured floor to ceiling side to side wall with zippered opening	1	sf	\$0.25
Ramboard floor protection with taped seams	1	sf	\$0.25

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<b>Labor</b>			
Supervisor / Foreman - straight time	1	hr	\$85.00
Supervisor / Foreman - overtime	1	hr	\$100.00
General Laborer - straight time	1	hr	\$125.00
General Laborer - overtime	1	hr	\$153.00
Mechanic - straight time	1	hr	\$137.50
Mechanic - overtime	1	hr	\$185.00
Mason - straight time	1	hr	\$145.00
Mason - overtime	1	hr	\$189.00
Carpenter Apprentice - straight time	1	hr	\$50.00
Carpenter Apprentice - overtime	1	hr	\$75.00
<b>Equipment</b>			
Percentage mark-up on equipment	7.00	%	
<b>Material</b>			
Percentage mark-up on material not listed	23.00	%	
<b>Subcontractor</b>			
Percentage mark-up on subcontractor	18.00	%	