ST.LAWRENCE-LEWIS BOCES

REQUEST FOR BIDS
for
Constructed Modular Home
Located at Southwest Technical Center

3606 State Highway 58
Gouverneur, NY 13642

RFB #2026-18-3

BIDS DUE:

Tuesday, November 10, 2026 @ 2:00 pm

BOARD OF COOPERATIVE EDUCATIONAL SERVICES
ST. LAWRENCE-LEWIS COUNTIES

Board of Cooperative Educational Services
Sole Supervisory District
St. Lawrence-Lewis Counties
PO Box 231, 40 West Main Street
Canton, New York 13617

NOTICE TO BIDDERS

Sealed bids are sought and requested by the Board of Cooperative Educational Services, St. Lawrence-Lewis Counties for the sale of the following:

28' x 56' Newly-Constructed Modular Home located at Southwest CTE Center, 3606 State Highway 58, Gouverneur, New York – Minimum Bid $85,000.00

Bid forms and instructions to bidders may be obtained by contacting:

Jennie Colburn, District Clerk
St. Lawrence-Lewis BOCES
Educational Services Center
P.O. Box 231, 40 West Main Street
Canton, New York 13617
(315) 386-4504 Ext. 10150
jennie.colburn@sllboces.org

Bids will be received until Tuesday, November 10, 2026 at 2:00 PM at the Office of the District Superintendent, Canton, New York at the above address, at which time they will be publicly opened, read, and recorded.

Any bid received after designated time will not be considered and be returned to the bidder unopened.

The bidder assumes the risk of any delay in the mail or in the handling of mail by employees of the Board. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having their bid in on time at the Office of the Executive Officer, Board of Cooperative Educational Services.

Bids opened and read shall remain irrevocable for a period of sixty days. The award of contracts, if at all, shall be made as soon as is practicable after the bid opening.

Jennie Colburn, District Clerk, St. Lawrence-Lewis Counties BOCES

BIDS WILL BE OPENED ON TUESDAY, NOVEMBER 10, 2026 at 2:00 PM
AT THE ST. LAWRENCE-LEWIS BOCES EDUCATIONAL SERVICES CENTER
LOCATED AT 40 WEST MAIN STREET, CANTON, NEW YORK
BY JENNIE COLBURN, DISTRICT CLERK

Specifications For The
Sale of Modular Home Located At:

Southwest Technical Center
3606 State Highway 58
Gouverneur, NY 13642

Name of Person: _____

Address: _____

_____

Phone: _____

Date: _____

By: Jennie Colburn, District Clerk
St. Lawrence-Lewis BOCES
P.O. Box 231 – 40 West Main Street
Canton, New York 13617
(315) 386-4504 Ext. 10150

BIDDER AGREEMENT FOR MODULAR HOMES

Sealed bids will be received for the sale of a 28' x 56', three bedroom, two bathroom, wood frame modular home located at Southwest Tech in Fowler until **Tuesday, November 10, 2026 at 2:00 pm**, at the St. Lawrence-Lewis BOCES Educational Services Center, 40 West Main Street, Canton, New York 13617.

As a bidder, I agree to the following terms and conditions:

- Sealed bids, utilizing this form, must be delivered to, or if mailed, received by, St. Lawrence-Lewis BOCES, Jennie Colburn, District Clerk, P.O. Box 231, 40 West Main Street, Canton, New York 13617, **on or before Tuesday, November 10, 2026 at 2:00 pm. EST. The minimum bid is $85,000.00.**

- Bid must be accompanied by a deposit of $5,000.00, by certified or cashier check payable to the order of St. Lawrence-Lewis BOCES, which deposit will be refunded if your bid is not accepted. Also, required with your bid and check will be proof of money guarantee for the balance or a letter from a financial institution pre-qualifying bidder that he/she is eligible for financing up to the bid amount.

- If your bid is accepted, you agree to make payment of the balance, including 8% New York State sales tax computed on the full amount of your bid by Wednesday, March 31, 2027.

- If such payment is not paid in full by this date (Wednesday, March 31, 2027), I agree to forfeit the $5,000.00 deposit and St. Lawrence-Lewis BOCES may, free from any claim by me, retain my deposit.

- If I am the successful bidder, I agree to remove the modular home from the premises by Monday, May 31, 2027, or such other date designated by the BOCES to the successful bidder in writing.

- I understand that St. Lawrence-Lewis BOCES has the right to enforce a storage fee of five hundred and 00/100 ($500.00) beginning Tuesday, June 1, 2027 for any month, or any part thereof, at which time if I have not removed the modular home by Monday, May 31, 2027, or such other date designated by the BOCES to the successful bidder in writing.

- I acknowledge that the BOCES strongly encourages bidders to inspect the modular home prior to submitting a bid. Appointments for inspection may be scheduled by contacting BOCES. Failure to inspect shall not relieve the successful bidder from the obligation to accept the property in its present condition.

I have been provided the opportunity to inspect the modular home, agree to bid it "as is" and "with all faults", and understand that St. Lawrence-Lewis BOCES will not extend any warranties, other than title, and expressly excludes warranties for FITNESS and MERCHANTABILITY. Transfer to me will be by Bill of Sale.

All insurance maintained on the house by the St. Lawrence-Lewis BOCES will be in effect until Monday, May 31, 2027, at 12:00 a.m. Coverage will be the owner's responsibility effective Tuesday, June 1, 2027.

I certify that I have no knowledge of the amount of any other bid to be submitted for this modular home.

I acknowledge and understand that St. Lawrence-Lewis BOCES may, in its sole discretion, reject any and all bids.

_____ (Signature) _____(Date)

For more information on the houses:

Southwest Technical Center, 5606 State Highway 58, Gouverneur, please contact Alex Fuller at 315-287-3590, ext. 50109 or Jennifer Doerr at 315-287-3590, ext. 50102.

Please remember that bids are to be received at the St. Lawrence-Lewis BOCES, P.O. Box 231, 40 West Main Street, Canton, New York 13617 by 2:00 p.m. on Tuesday, November 10, 2026, attention Jennie Colburn, District Clerk.

BID FOR MODULAR HOME

Southwest Tech

Bid Opening

Tuesday, November 10, 2026 at 2:00 pm at the
St. Lawrence-Lewis BOCES Educational Services Center
40 West Main Street, Canton, NY

All bids shall be submitted by specifying a base bid, adding 8% New York State sales tax to the base bid and designating a total bid including sales tax. BOCES reserves the right to reject any and all bids. The property is sold "as is" and with all faults. No warranties are made by BOCES that any of the property is merchantable or fit for any particular purpose, and there are no warranties made, express or implied, of any kind or nature whatsoever.

My bid will be accompanied by a deposit of $5,000.00, by certified or cashier check payable to the order of St. Lawrence-Lewis BOCES, which deposit will be refunded if my bid is not accepted. Also required with your bid and check will be proof of money guarantee for the balance or a letter from a financial institution pre-qualifying bidder that he/she is eligible for financing up to the bid amount.

My bid is as follows:

☐ Southwest Tech (Fowler) – minimum bid $85,000.00

Base Bid: _____

8% Sales Tax: _____

TOTAL BID: _____

Subtract Deposit: _____

Balance Due 05/31/27 _____

Submitted By:

Name: _____ (please print)

Address: _____

Phone No.: _____ Date: _____

Signature: _____

YOU MUST SUBMIT THE FOLLOWING COMPLETED PAGES FOR A COMPLETE BID: Pages 3, 4, 5 & 6 along with $5,000 deposit and letter from financial institution.

NON-COLLUSIVE BID PROPOSAL CERTIFICATION

Name: _____

Address: _____

Telephone Number: _____ Bid Date: _____

1. General Bid Certification
   The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.
2. Non-Collusive Bidding Certification

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

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

(a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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 bed 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 be 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 made unless the head of the purchasing unit Of the political subdivision, and 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 subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the 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 certificates as to non-collusion as the act and deed of the corporation.

Signature _____ Date: _____

GENERAL CONDITIONS

(For the purchase of materials, supplies and equipment)

All invitations to bid issued by the above named 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 Districts"	Shall be the legal designation of the district.
"Notice to Bidders"	A formal statement which, when issued by the school district, constitutes an invitation to bid on the materials, supplies, and equipment described by the specifications.
"Board"	The 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, special instructions, and the specifications.
"Bid Offer"	The form on which the bidder submits his/her bid.
"Contract"	A notice to the successful bidder by the issuance of a purchase order; also all documents relating to the transaction, including but not limited to, the bid offer of the successful bidder, notice to bidders, general information, general conditions, special instructions, specifications, notice of award, bid proposal certifications; also a formal document signed by the successful bidder and the school district representative.
"Successful Bidder"	Any bidder to whom an award is made by the school district.
"Contractor"	Any bidder to whom a contract award is made by the board of education.
"Specifications"	Description of materials, supplies, and/or equipment and the condition for its purposes.

Approved General Bidding Requirements

1. The date, time, and place of bid opening will be given in the Notice to Bidders.

2. All bids must be submitted on bid offer forms and in accordance with instructions 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/her bid deposited on time at the place specified.

4. All information required by Notice to Bidders, General Conditions, 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 non-collusive bidding certification must be included with each bid as required by General Municipal Law, section 103-d.

6. 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 as a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

7. 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.

8. Prices and information required 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.

9. Sales to school districts are not affected by any fair trade agreements. (General Business Law, section 369-a sub. 3).

10. 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 any such tax.

11. 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 the trade designation of the article, manufacturer's name, and detailed specifications of item he/she proposes to furnish. Otherwise, bid will be construed as submitted on the identical same item as specified.

12. Bids on equipment must be on standard new equipment, of latest model and in current production, unless otherwise specified.

13. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

14. 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.

15. 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.

16. Bidder must insert the price per unit and the extensions against each item in his/her 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.

17. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the instructions to bidders. 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 items. In any case, title shall not pass until items have been delivered and inspected.

18. All bids must be sealed. They must be submitted in envelopes furnished by the school district, if any. Otherwise, plain, opaque envelopes may be used, clearly marked "BID". Also the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Bids must not be attached to or enclosed in packages containing bid samples. Telegraphed bids may be considered at the discretion of the school district. Telephone quotations or amendments will not be accepted at any time.

19. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to 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 part of the contract documents.

20. If the supplies, materials, or equipment are to be delivered over an extended period of time, or if the specifications so state, then the successful bidder may be required to execute an agreement in relation to the performance of his/her contract, such agreement to be executed by the highest bidder within 15 days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the 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. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the school district. The performance bond shall be executed by the successful bidder at the time of the execution of the contract by the successful bidder and the board.

SAMPLES

21. All specifications are minimum standards; and accepted bid samples do not supersede specifications for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.

22. The school district reserves the right to request a representative sample of the item quoted upon either prior to the award or before 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 the contract at the expense of the successful bidder.

23. 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 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 unless by tests. Award samples may be held of comparison with deliveries, examination or testing. Samples shall be removed by the bidder at his/her 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.

24. When a specification indicates that an item to be purchased is 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/her to any relief from the conditions imposed in the proposal, specification, etc.

AWARD

25. Awards will be made to the **HIGHEST** 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.

26. 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 or county contracts if such items can be obtained on the same terms, conditions, specifications, and at a lower price.

27. The school district reserves the right to make awards within sixty (60) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his/her bid that acceptance thereof must be made within a shorter specified time.

28. Where a bidder is requested to submit a bid on individual item and also on a total sum or sums, the right is reserved to award contracts on individual items or on total sums, whichever is in the best interest of the school district.

29. If two or more bidders submit identical bids as to price, the decision of the board to award a contract to one of such identified bidders shall be final (General Municipal Law, Section 103, sub. 1).

CONTRACT

30. Each bid will be received with the understanding that the acceptance thereof in writing by the board, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the school district. Contract shall bind the successful bidder on his/her part to furnish and deliver at the prices and in accordance with the conditions of his/her bid. Contract shall bind the school district on its part to order from such successful bidder 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.

31. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in his/her bid, will be considered sufficient notice of acceptance of contract.

32. If the successful bidder fails to deliver as ordered, or 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 immediately 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.

33. A contract may be cancelled at the successful bidder's expense upon non-performance of contract.

34. 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.

35. When materials, equipment, or supplies are rejected, they must be removed by the successful bidder from the premises of the school district within ten (10) days of notification. Rejected items left longer than ten (10) days will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property.

36. No items are to be shopped or delivered until receipt of an official purchase order from the school district.

37. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his/her right, title, or interest therein, or his/her power to execute such contract, to any other person, company, or corporation without the previous written consent of the school district.

INSTALLATION OF EQUIPMENT

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

39. 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 materials.

40. 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 of workmen. The successful bidder shall keep in touch with the entire operation and install his/her work promptly.

41. 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.

42. Equipment for trade-in shall be dismantled by the successful bidder and removed at his/her 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 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

43. The successful bidder guarantees:
    a. His/her products against defective material – or workmanship and to repair or replace any damages or marring occasioned in transit.
    b. To furnish adequate protection from damage for all work and to repair damages of any kind for which he/she or his/her workmen are responsible, to the building or equipment to his/her own work, or to the work of other successful bidders.
    c. To carry adequate insurance to protect the school district from loss in case of accident, fire, theft.
    d. That all deliveries will be equal to the accepted bid sample.
    e. That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; 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 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. The successful bidder shall make any such replacement immediately upon receiving notice from the school district.

DELIVERY

44. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the school district as to reasonable compliance with delivery term shall be final.

45. The school district will not accept any deliveries on Saturday, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.

46. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers and according to acceptable commercial practice, without extra charge for packing cases, baling, or sacks.

47. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He/she shall file with the carrier all claims for breakage, imperfections, and other 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.

48. 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.

49. Unloading and placing of 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 the failure of the successful bidder to comply with this requirement will be charged to him/her. No help for unloading will be provided by the school district, and supplies should notify their truckers accordingly.

50. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

    a. Contract Number and/or Purchase Order Number
    b. Name of Article
    c. Item Number (if applicable)
    d. Quantity
    e. Name of the Successful Bidder

Carton shall be labeled with purchase order or contract number, successful bidder's name ad general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

PAYMENTS

51. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.

52. Payment will be made only after correct presentation of claim form or invoices as may be required.

53. Payments of any claim shall not preclude the school district from making claim for adjustment on any item found not to have been in accordance with the contract specifications.

SAVING CLAUSE

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

SPECIAL CONDITIONS

55. The modular home is being sold in "as is" and "where is" condition, with all faults and without any warranties of any kind, whether express or implied. BOCES makes no representations or guarantees as to:
    - Structural integrity
    - Workmanship
    - Code compliance (local, state, or federal)
    - Mechanical, electrical, or plumbing systems
    - Fitness for any particular purpose

- The successful bidder assumes full responsibility for:
- Any and all repairs or modifications
- Compliance with all applicable codes, laws, and regulations
- Securing inspections, permits, and approvals
- Transportation, relocation, and installation

56. THE BOCES MAXIMUM AGGREGATE LIABILITY FOR ANY DAMAGES CLAIM REGARDING THIS BID OR THE AGREEMENT WITH ANY SUCCESSFUL BIDDER SHALL NOT EXCEED $500. THE BIDDERS ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN ITS ABSENCE THE ECONOMIC TERMS OF THE AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

57. Each bidder agrees to indemnify, defend, and hold harmless the BOCES, its officers, employees, agents, and representatives (collectively, the "BOCES Parties") from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to: (a) the Bidder's ownership, use, maintenance, transportation, or installation of the modular home after the date of transfer of title; (b) any injury to persons (including death) or damage to property resulting from such ownership, use, or possession; and (c) any breach by the Bidder of any representation, warranty, covenant, or obligation under this Agreement.

    This obligation to indemnify shall survive the transfer of title and delivery of possession of the modular home and shall be in addition to, and not in limitation of, any other rights or remedies available to BOCES at law or in equity.

58. This Bid and any resulting Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. All disputes arising hereunder shall be adjudicated in the St. Lawrence County, New York Supreme Court, and by submitting a bid, all bidders hereby consent to the personal jurisdiction of such court.

Southwest Technical Center
5606 SH 58, Gouverneur, NY 13642
2026 Modular Home

Below you will find a brief description of the amenities in Southwest Tech modular home.

● Overall dimensions – 28’ x 56’

● Living Room – approx. 15’x 13’ with white washed tongue and groove pine cathedral ceilings.

● Kitchen – approx. 9’ x 13’ - All cabinets Tuscany with formica countertop. Includes dishwasher space, microwave cabinet, range and refrigerator space.

● Dining Room - approx. 13’ x 19’ with white washed tongue and groove pine cathedral ceilings. Entry closet located in front entry.

● Utility Room – Washer and dryer with upper cabinets - approx. 6’8” x 9’

● Master Bedroom – approx. 14’ x 13’

● Master bath – includes a walk-in closet, 6’ vanity, dual sinks, 2 light bars, fan/light/nightlight ceiling unit, toilet, and 5’ seated shower unit.

● Bedroom #3 – approx. 11’ x 13’ with closet

● Bedroom #2 – approx. 11’ x 13’ with closet

● Common bath – includes 3’ vanity, with light bar, fan/light/nightlight ceiling unit, toilet, and tub/shower unit. With a cabinet for linens.

● Stairwell rough-in – for access to the basement.

● Windows – vinyl double hung units – color white

● Doors – Exterior fiberglass door units. Interior doors and pass bye doors are six-panel pine stained to match trimwork.

● Insulation – side walls – zip system with 1” foam sheathing 5 1/2” Roxul R23, ceilings – R50

● Siding – vinyl siding, olive in color.

**Note – siding is shipped with home to finish gable ends

● Perforated soffit with aluminum fascia installed and ridge vent shipped with home

● Roof – Architectural shingles with ice and water shield and felt paper on a 5/8” “Zip Roof system” shingles in dual black.

Southwest Technical Center
3606 SH 58, Gouverneur, NY 13642
2026 Modular Home

● Framing – floor –2”x 10” joist with 2”x 12” center girder with a PT mudsill attached ¾” T&G AdvanTek subfloor, walls – 2”x 6” exterior walls with “Zip Wall system” sheathing roof, trusses- hinged and cathedral with a slope of 5-12” pitch.

● Closets – all closets include a 16” shelf with a rod.

● All electrical devices and fixtures included.

● Trim – all interior casing and base custom made by students. All trim stained and polyurethaned.

● Interior paint – walls have 2 coats of finish paint on a coat of primer and ceilings are painted also. The cathedral ceiling is white washed tongue and groove.

● Basement, heat, floors and water system to be provided and finished by the homeowner.

● Moving fee is not included in the bid and is the responsibility of the homeowner.