

**Edgemont Union Free School District
Scarsdale, New York**

INVITATION TO BID
-
**INTEGRATED PEST MANAGEMENT
SERVICE**
(0935-23)

January 27, 2023
(Publication Date)

Bid opening
February 3, 2023
11:00 a.m. in the Business office

Edgemont Union Free School District
Rosario Renda, Director of facilities
Business Office
300 white Oak Lane

**Scarsdale, New York 10583
Phone 914 725 1500Ext: 4418**

Invitation to Bid – Integrated Pest Management Service

Table of contents:

<u>Page</u>	<u>Description</u>
1.	Cover Sheet
2.	Table of Contents
3.	Public Notice to Bid
4.	Introduction
4.	Contractor Qualifications
4 - 6.	General Scope of Work
6 - 7.	Specifications
7.	Prevailing Wages
7.	Payrolls and Payroll Records
7 - 8.	Work Orders
8.	Travel Time
8.	Inspection of Work
8.	Insurance Requirements
9.	Bid Requirements
9.	Evaluation Procedures
9.	Terms of Engagement
10.	Appendix A – Certificate of Experience
11.	Appendix B - Non-Collusive Bidding Certification
12.	Appendix C - Non-Collusive Bidding Resolution
13.	Appendix D - Proposer Warranties
14.	Appendix E - Hold Harmless Agreement
15.	Appendix F - Certificate of Compliance
16.	Appendix E - Iran Divestment Act Compliance Rider
17.	Appendix F – Certification - Iran Divestment Act of 2012
18.	Appendix G - Bid Proposal Form
19.	W-9 Form
20.	NYS Prevailing Wage Case

**EDGEMONT UNION FREE SCHOOL DISTRICT
SCARSDALE, NEW YORK 10583**

PUBLIC NOTICE

The Board of Education of the Edgemont Union Free School District,
Scarsdale New York, invites bids for

INTEGRATED PEST MANAGEMENT SERVICE

Bids can be obtained in the Business office from Rosario Renda

"Bid for Integrated Pest Management Service"

and be in the hands of Rosario Renda, Edgemont Union Free School District,
300 White Oak Lane, Scarsdale, New York, prior to 11:00 a.m. on
February 3, 2023

February 3, 2023

at which time the bid will be opened and publicly read aloud by a
representative of the Board of Education. The bids will be tabulated and
presented to the Board of Education for action shortly thereafter. The
Board of Education reserves the right to reject any or all bids, waive
informalities and accept the one appearing to be in the best interest of the
School District.

Rosario Renda
Director of Facilities

Edgemont Union Free School District Invitation to Bid – Pest Management Service

I. INTRODUCTION:

The Edgemont Union Free District (The District) is accepting bid proposals for Integrated Pest Management (IPM) services, emergency services. The IPM service are for the HS cafeteria, the Satellite serving area in the San Marco Gym, the cafeteria at Greenville and Seely Place Elementary Schools, two (2) times a month except for July while the other services will be utilized for the entire District on an on-call basis. The district reserves the right to choose one vendor for all the services or separate vendors for each of service. The bid is for the 22-23 Fiscal year ending June 30th,2023 from the date of Board of Education approval with an option to renew for 2023-2024 and 2024-2025 starting July 1st each year to June the 30th of the next calendar year

II. CONTRACTOR QUALIFICATIONS:

A. The Contractor:

1. The contractor shall possess and maintain all certifications, licensing, and insurance required by local, state, and Federal Government.
2. The contractor has been in the professional IPM business and handling industrial, commercial, and institutional accounts for at least three years immediately prior to the submission of this bid proposal.
3. The contractor maintains a current Pesticide Business Registration License from the New York State Department of Environmental Conservation. The contractor must provide a copy of this registration along with the bid submittal.
4. The contractor and pertinent personnel are certified to perform the work specified herein in accordance with the administration by the New York State Department of Environmental Conservation (NYSDEC) of the Core Certification Program of the United States Environmental Protection Agency, as outlined in the most recent revision of Circular 865: Part 325 - *Rules and Regulations Relating to the Application of Pesticides (NYSDEC)*, in the following categories:
 - 7a - Structural and Rodent Control.
 - 7f - Food Processing - where service is to be provided to any food handling, processing, holding or preparation area.
 - Other categories which applied to any work in the facilities indicated herein.
5. Each canine and handler team must be certified by the National Entomology Scent Detection Canine Association (NESDCA).
6. The contractor has an entomologist or equal professional scientist available on an as needed basis.

B. Pest Management Technicians:

1. Good knowledge of problem pests' behavior and ecology, and methods of reducing or eliminating food, water, and harborage of same, and in the event that pesticide application is necessary, the proper and safe use of least toxic pesticides.
2. Possess New York State certification in category 7a, Structural and Rodent, and other such certification as may apply to the projected work.

3. At least one (1) year of recent full-time paid experience in professional pest management with experience in facilities like those outlined herein.

III. GENERAL SCOPE OF WORK:

A. Regular Service:

The Edgemont Union Free District (The District) is accepting bid proposals for Integrated Pest Management (IPM) services, emergency services. The IPM services are for the HS cafeteria, the Satellite serving area in the San Marco Gym, the cafeteria at Greenville and Seely Place Elementary Schools, two (2) times a month except for July while the other services will be utilized for the entire District on an on-call basis.

Provide remedial and preventive pest control program necessary for the elimination of cockroaches (American, Brown-Banded, German, Oriental), ants, silverfish, water bugs, centipedes, fleas, earwigs, flies, saw-toothed grain beetles, spiders, ticks, wasps, yellow jackets, bees, winged insects, clover mites, rats, mice, and meal moths. Service must be provided before or after school hours, as per the district's request.

Contractor must use chemicals and materials that are currently registered with and approved by the U.S. Environmental Protection Agency and the New York State Department of Environmental Control, particularly with regard to where food stuffs are stored, prepared and/or consumed. The chemicals and materials used shall be of the highest quality, of proven effectiveness, freshly mixed, formulated and applied in the safest possible manner in full compliance with the manufacturer's label instructions and accepted industry standards. All chemicals and materials used shall be free of defects which would mar the appearance of equipment on the site or which would render the building structurally unsound.

Rodent and insect control must be prepared and dispensed for all buildings and grounds in accordance with all applicable Federal and State statutes, NYS DEC circulars 863 & 865, local ordinances and sanitation and Health standards. Equipment used and chemicals supplied will be the type approved or recognized by State and local health departments.

B. Emergency Service:

In addition, the contractor will provide trapping and removal of nuisance wildlife on an as needed basis. Contractor shall provide the district with a phone, pager, or a cell phone number in order to ensure accessibility in an emergency situation. Emergency service calls shall be "responded to" within ONE (1) HOUR during the normal working day (8am to 4pm) five days per week. The response time after normal working hours, on weekends and holidays shall be TWO (2) HOURS. The response time shall commence when the emergency call is placed to the Contractor by the authorized person. In this respect, an emergency call received by an electronic telephone-recording device or by a telephone answering service shall be deemed by the district to have been received by the Authorized Representative of the Contractor. **Failure to meet this requirement may be considered as grounds for the termination of the contract.**

C. Additional Service:

If during the performance of regular services, Contractor determines that additional services are necessary, Contractor shall notify Buildings and Grounds representative prior to beginning any work. Contractor shall provide the representative with a description of the services needed, time required to perform service and the estimated cost. Upon Buildings and Grounds representative's

approval of the work and the cost, the Contractor shall commence work and shall complete the services within a time schedule that is mutually agreed upon by both parties.

D.

NYS Neighbor Notification Law:

New York State Education Law Section 409-H, effective July 1, 2001, requires all public and non-public elementary and secondary schools to provide written notification to all persons in parental relation, faculty, and staff regarding the potential use of pesticides periodically throughout the school year. The vendor shall be familiar with this law and will notify the district if any application is made that requires a response from the district to students and staff. Information relative to the law may be found at the NYS Education Department website at:

http://www.p12.nysed.gov/facplan/documents/PesticideNeighborNotificationGuidelineforSchools_091001.pdf

E. Contractor Requirements:

The Contractor shall at all times offer services and items specified in accordance with the provisions hereof. All such items must meet all the requirements of the New York State Environmental Conservation Law or other applicable requirements of law must be adhered to. All such service and chemicals must be of good quality, and the quality and quantity provided shall be subject to the approval of the Superintendent of Buildings and grounds. Contractor agrees to comply with all applicable Federal, State, County and local laws and regulations.

Contractor to supply the district with the list of all chemicals to be used and also to provide all MSDS sheets on those chemicals.

F.

Record Keeping/Logbooks

The Contractor shall be responsible for maintaining complete and accurate pest management records. Further, for each building serviced under this contract, the Contractor shall provide a service logbook which will be kept in the Head Custodian's office(s) for the schools and in the office for the remaining buildings. The contractor will review and update on each visit.

The service log must include the following:

1. A sheet specifically for the Head Custodian to fill in the following for the Contractor's next visit:
Date, Time, Pests Noted, Problem Area(s) Noted and Signature
2. Service Report for the Contractor to complete at each visit to include the Area(s) Treated, Method(s) Used, Material(s) Used and Amounts, Time of Application, Pests Targeted and Signature.
3. A copy of the Integrated Pest Management Plan (IPM) and service schedule for the building.
4. The location for all materials and devices used for monitoring or interventions in or around the premises

G. School Location(s):

- | | |
|--|--|
| 1. Seely Elementary School
51 Seely Place
Scarsdale, NY 10583 | 2. Greenville Elementary School
100 Glendale Ave
Scarsdale, NY 10583 |
| 3. Edgemont JR/SR High School
300 White Oak Lane
Scarsdale, NY 10583 | |

IV. SPECIFICATIONS:

Contractor shall comply with all applicable Federal, State and Municipal Laws and as required, to perform all work as specified. Contractor shall possess all qualifications and obtain any required licenses and permits to engage in the business of plumbing within the jurisdiction where the work specified is to be performed.

Contractor shall provide adequate personal supervision to his/her employees. All work shall be at the direction and supervision of the Board of Education or its agent. Contractor shall limit the use of water and electricity for actual needs only.

All work shall be in a workman like manner. No trash may be left on the site overnight. Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his/her employees or work and at the completion of the work he/she shall remove all rubbish and surplus material and leave the work area clean and ready for use.

Contractor may be required to submit evidence that he possesses the necessary equipment and experience to satisfactorily perform and render the work and service herein described. The Board of Education, in its sole discretion, shall determine the adequacy of equipment and experience.

Contractor shall also protect from damage the property upon which the work is to be done as well as surrounding properties and if any damage occurs shall, at contractor's own expense, repair or otherwise make good such damage to the entire satisfaction of the Board of Education.

All labor shall be performed by skilled workmen and the Contractor shall not employ individuals or means which may cause stoppage or delay in the work under this Contract or that of any other Contractor or any work in or about the premises of these buildings or any building or premises under the control of the Board of Education.

The contractor shall be legally responsible for compliance with all state, federal or local laws, regulation or ordinance relating to the job. Specific attention is directed to the Labor Laws of the State of New York pertinent to employee-employer responsibility.

Contractor shall not subcontract any of the work without prior approval of the school district.

Any inquiries concerning the Invitation for Bid should be addressed in writing to Rosario Renda, Director of Facilities, Edgemont Union Free School District, 300 white Oak Lane, Scarsdale, NY 10583 or by emailing rrenda@Edgemont.org

CONTACT WITH PERSONNEL OF THE EDMONT UNION FREE SCHOOL DISTRICT OTHER THAN THE DIRECTOR OF FACILITES REGARDING THIS BID FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

V. PREVAILING WAGES:

This project is a "Public Work" project and is subject to all the provisions contained in the New York State Labor Law. Any Contractor submitting a bid on this project shall acknowledge that said project is "Public Work". Contractor shall comply with all the provisions of the Labor Law, including but not limited to Article 8, 8-A and 9 of said Law. Contractor shall pay prevailing wages as defined by said Law to all laborers, workers and mechanics, and shall require all subcontractors to do the same. In order to ensure compliance with these provisions, the School District shall be entitled to review and/or audit the Contractor's payroll records from time to time and may require the Contractor to make such records available to the School District either at the Contractor's place of business or at a location designated by the School District. The Contractor and subcontractor(s) if any shall submit to the School District with all requests for payment, certified payrolls or transcripts of the original payroll record, subscribed and affirmed as true under the penalties of perjury.

VI. PAYROLLS AND PAYROLL RECORDS:

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification. **The Edgemont School District requires that certified payroll be attached to all requests for payments.**

VII. WORK ORDER:

Upon job completion, the service personnel must submit a signed legible "Service Call Ticket" to the Buildings and Grounds representative indicating date, location, actual hours of work, work performed, and parts used. The service call ticket will also indicate the time of arrival and departure from the location (School) and shall have the signature of an employee of the district affixed there to. Copies of the service call ticket must be attached with invoices submitted for payment. No invoices submitted for payment shall be considered without a valid employee's signature on the service call ticket.

VIII. Travel Time:

All labor shall be billed from the time the Contractor's employee arrives at; to the time he departs from the School District job site. The School District will not accept nor authorize payment for travel time or expenses of service personnel to any of the School District's locations. The only billable time will be for service work performed.

IX. INSPECTION OF WORK:

The quality of service shall be subject to inspection by the designated representative of the School District at any time. Should it be found that the quality of the service being performed is not satisfactory, and that the specifications are not being met, it may be considered as grounds for the termination of the contract.

X. REQUIRED INSURANCE

All copies of certificates of insurance are to be provided to the Edgemont School District prior to the commencement of work. The copies of the insurance policy endorsement showing the below required insurance should be forwarded to the Edgemont School District, Rosario Renda, 300 White Oak lane, Scarsdale , NY 10583.

A. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the district as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and N.Y. State disability insurance.

- B. The policy naming the district as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
 - State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
 - The district shall be listed as an additional insured by using endorsement CG 20 10 11 85 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.

- C. The contractor agrees to indemnify the district for any applicable deductibles and self-insured retentions.

- D. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation, Employers Liability and NYS Disability Insurance**
Statutory Workers' Compensation, Employers' Liability insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
 - **Excess Insurance**
\$1,000,000 each occurrence and aggregate.

- C. Contractor acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the district. The contractor is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

XI. BID REQUIREMENTS:

All bids must be submitted in a sealed manila envelope of the approximate size of nine by twelve inches **on or before 11:00 a.m. February 3, 2023**. No late submissions will be accepted. This envelope shall be marked with the words: **"BID FOR INTEGRATED PEST MANAGEMNT SERVICE"**. At that time and place all bids received shall be publicly opened and announced by the Purchasing Agent.

It is the contractor's responsibility to ensure that their bid is received by the Edgemont Schools before the deadline, whether sent by mail or by means of personal delivery. All bids received after the deadline stated in this Invitation to Bid will not be considered and will be returned unopened to the contractor. The contractor assumes the risk of any delay in the mail or in the handling of the mail by employees of the district.

All bids must be sent to the following address-

Edgemont Schools
300 White Oak Lane
Business Office
Scarsdale, New York 10583

The bid package shall include the following items:

- References (**See Appendix A**).
- A completed Non-Collusive Certification (**See Appendix B**).
- A completed Non-Collusive Resolution (Required for Corporations) (**See Appendix C**).
- A completed Proposer Warranties (**See Appendix D**).
- A completed Hold Harmless Agreement (**See Appendix E**).
- A completed Certificate of Compliance (**See Appendix F**).
- A completed and Notarized Iran Divestment Act Certification (**See Appendix H**).
- The completed Dollar Cost Bid form (**See Appendix I**).
- A completed W-9 form.
- Copies of all required licenses and certifications.

XII. EVALUATION PROCEDURES:

These bids are being solicited through a fair and open process. Applicants, who are willing to provide the described materials and services as requested above, shall be evaluated on the basis of quoted price.

The district reserves the right to: (i) not select any of the bids; (ii) require bidders to submit to a personal interview and/or submit additional or clarifying information; (iii) to reject any or all bids; (iv) to waive any informalities in the bids; and (v) procure the materials and services from other sources if deemed most advantageous to the objectives of the District.

The district's determination of the bidder who is most advantageous to the goals and objectives of the district shall be final and conclusive. The appointment shall be determined by majority vote on a resolution to be read at an open public meeting.

XIII. TERMS OF ENGAGEMENT

Contract period shall be from Board of Education approval date through June 30, 2023 with an option to renew for 2023-2024 and 2024-2025 school years. This agreement may be terminated upon 30 days' notice by the Board of Education or by the contractor subject solely to payment of fees and disbursements as of the date of termination.

Edgemont Union Free School District
Scarsdale, NY 10583

Invitation to Bid – Integrated Pest Management Service

Appendix A

CERTIFICATION OF EXPERIENCE

I _____ certify that _____
(Name) (Company)
has completed the following work within the last three years:

Name of Business:	Contact Name:
Address:	Phone:
Date and nature of work:	Fax:
Approximate Contract Value:	Email:

Name of Business:	Contact Name:
Address:	Phone:
Date and nature of work:	Fax:
Approximate Contract Value:	Email:

Name of Business:	Contact Name:
Address:	Phone:
Date and nature of work:	Fax:
Approximate Contract Value:	Email:

Signed: _____ Date: _____

Edgemont Union Free School District
Scarsdale, NY 10583

Invitation to Bid – Integrated Pest Management Service
Appendix B

NON-COLLUSIVE BIDDING CERTIFICATION

(As required by Section 103d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporation bidder shall be liable under the penalties of perjury).

As of September 1, 1966, this Section will read as follows-

103-d Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency, or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidders 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 any joint bid each party thereto certified 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 another 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. Any 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 shall so state and furnish with the bid a signed statement which sets forth in detail the reason therefor. 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 the 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).

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 include the signing and submission of the bid and the inclusion as the act and deed of the corporation.

Signed _____ Title

Edgemont Union Free School District
Scarsdale, NY 10583

Invitation to Bid – Integrated Pest Management Service

Appendix C

RESOLUTION - FOR CORPORATE BIDDERS ONLY

RESOLVED THAT _____ be authorized to sign and submit the bid or proposal of this corporation for the following project:

Describe the project

And to include in such bid or proposal the certificate as to non-collusion required by SECTION ONE HUNDRED THREE – D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by;

Corporation at a meeting of its Board of Directors held on the _____ day of _____ and is still in full force and effect this _____ day of _____ .

(SEAL OF CORPORATION)

(SECRETARY)

Edgemont Union Free School District
Scarsdale, NY 10583

Invitation to Bid – Integrated Pest Management Service

Appendix D

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of New York laws and regulations.
- B. Proposer warrants that it is willing and able to obtain an error and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees, or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Edgemont Union Free School District.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Submitted by:

Company name

Address

City, State, Zip

(Print name)	(Signature)
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(Phone)	(Fax)
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Edgemont Union Free School District
Scarsdale, NY 10583

Invitation to Bid – Integrated Pest Management Service

Appendix E

HOLD HARMLESS AGREEMENT

(This form must be signed and notarized – Submit with bid)

It is hereby agreed and understood that the contractor agrees to hold harmless and indemnify Edgemont Schools Board of Education, Edgemont Union Free School District, or any officer, agent, servant, or employee of the Edgemont Union Free School District from any lawsuit, action, proceeding liability, judgment, claim or demand which may arise out of:

- A. Any injury to person or property sustained by the contractor, its agents, servants, or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract, however caused.
- B. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error or omission of the contractor, its agents, servants, or employees or any person, firm or corporation, directly or indirectly employed by them upon or in connection with performance under the contract.

The assumption of indemnity, liability and loss hereunder shall survive contractor's completion of service or other performance hereunder and any termination of this contract.

The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Edgemont Union Free School District, Edgemont Schools Board of Education, or any officer, agent, servant, or employee of the Edgemont Union Free School District on any claim or demand, and shall satisfy any judgment that may be rendered against the Edgemont Union Free School District, Edgemont Schools Board of Education, or any officer, agent, servant, or employee of the Edgemont Union Free School District.

This Indemnification, Defense and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that Dealer may deem the same to be frivolous or without merit. It is intended that this Agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Dealer.

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2023.

Notary Signature: _____ Date: _____

Edgemont Union Free School District
Scarsdale, NY 10583

Invitation to Bid – Integrated Pest Management Service

Appendix F

CERTIFICATE OF COMPLIANCE - LABOR REGULATIONS
(This form must be signed and notarized – Submit with bid)

The contractor named below certifies compliance with all applicable labor laws and regulations of the State of New York and the United States of America including the following:

1. Social Security Taxes

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.

2. 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, insofar as the same shall be applicable to the contract awarded to the contractor.

Affirmed to me this _____ day of _____, 2023.

Notary Signature: _____ Date: _____

Company name

Address

City, State, Zip

(Print name) **(Signature)**

(Phone) **(Fax)**

Edgemont Union Free School District
Scarsdale, NY 10583

Invitation to Bid – Integrated Pest Management Service

Appendix G

IRAN DIVESTMENT ACT COMPLAINT RIDER

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

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

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

1. The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The district makes a determination that the goods or services are necessary for the District to perform its functions and that, absent an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

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

Edgemont Union Free School District
Scarsdale, NY 10583

Invitation to Bid – Integrated Pest Management Service

Appendix H

CERTIFICATION - IRAN DIVESTMENT ACT OF 2012

(This form must be signed and notarized – Submit with bid)

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §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 submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (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, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or 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.

During the term of the Contract, should District receive information that a person is in violation of the above-referenced certification, 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 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.

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.

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2023

Notary Signature: _____ Date: _____

Edgemont Union Free School District
Scarsdale, NY 10583

Invitation to Bid – Integrated Pest Management Service

Appendix I

FEE SCHEDULE

	Description	Est. Qty.	Unit of Measure	Unit Cost per hour	Extended Cost (Unit Cost x Est. Qty.)
A: Integrated Pest Management Service for all areas specified					
1	Lump Sum for the year				\$ _____
B: Emergency Services.					
2	Labor Rate and treatment materials included is an estimate to establish a rate for additional services	100 hrs.	Hr.	\$ _____	\$ _____
C:				Total cost A+B =C \$	

Submitted by:

Company name

Address

City, State, Zip

(Print name) **(Signature)**

(Phone) **(Fax)**