

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

**INVITATION TO BID
-
CHAIN LINK FENCE**

**Bid opening
October 18, 2022
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 1500 Ext: 4418**

Edgemont Union Free School District
Scarsdale, New York 10583

Invitation to Bid – Chain Link Fence

Table of contents:

<u>Page</u>	<u>Description</u>
1.	Cover Sheet
2.	Table of Contents
3.	Public Notice to Bid
4.	Introduction
4.	General Scope of Work
4 - 5.	Specifications
6.	Prevailing Wages
6.	Payrolls and Payroll Records
6.	Work Orders
6.	Travel Time
6.	Parts & Materials
6.	Invoices
7.	Inspection of Work
7.	Insurance Requirements
7 - 8.	Bid Requirements
8.	Evaluation Procedures
8.	Terms of Engagement
9.	Appendix A - Certification of Experience
10.	Appendix B - Non-Collusive Certification
11.	Appendix C - Non-Collusive Resolution
12.	Appendix D - Proposer Warranties
13.	Appendix E - Hold Harmless Agreement
14.	Appendix F - Certificate of Compliance - Labor Regulations
15.	Appendix G – Iran Divestment Act Compliance Rider
16.	Appendix H – Certification - Iran Divestment Act of 2012
17.	Appendix I – Cost Proposal Form
18.	W-9 Form
19.	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, Located at 300 white Oak Lane, Scarsdale NY 10583 invites bids (in accordance with section 103 of article 5-A of General Municipal Law) for

CHAIN LINK FENCE

Bids can be obtained in the business from Rosario Renda
300 White oak lane Scarsdale, NY 10583

"Bid for Chain Link Fence"

And must be in the hands of the Director of Facilities, Edgemont Union Free School District, 300 White Oak Lane, Scarsdale, New York, prior to 11:00 a.m. on

October 18, 2022

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 bidder assumes the risk of any in the mail or handling of the mail by the employees of the Edgemont Union Free District as well as improper hand delivery. 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 – Chain Link Fence

I. INTRODUCTION:

Edgemont Union Free School District is seeking to obtain prices from qualified contractors to furnish and install chain link fences in the School District's properties on an as-needed basis. This bid is not part of any project as it is being solicited to put a vendor on contract as the district can call upon the vendor when the service is required. The contract is for the 2022-2023 school year with an option to renew for the 2023-2024 and 2024-2025 school years, renewed on a yearly basis.

II. GENERAL SCOPE OF WORK:

The contractor shall furnish all labor, personnel, materials, services, and supervision required to perform the repairs and/or replacements and/or installation of fence railings/posts and of chain link fabric around the various properties of Edgemont School District. The contractor shall first submit in writing a complete cost breakdown for labor, materials and equipment to the Buildings and Grounds Department and must receive written authorization before the commencement of any work. Work shall include, but is not limited to the:

- Repair or replacement of all existing fence fabric.
- Repair or replacement of existing top/bottom railings, posts and fasteners.
- Repair or replacement of gates.
- Repair or replacement of posts.
- Proper removal and disposal of all debris.

The contractor shall furnish and erect galvanized steel chain link fence with vinyl clad galvanized steel fabric, and standard full weight vinyl clad galvanized steel posts and rails in accordance with the plans, specifications and directions of the authorized School District representative.

- The fabric shall be Class 1, PVC coating applied to zinc coated steel wire, 2" mesh, 6 gauge with a minimum core wire break strength of 1290 lbf, selvage knuckled top and bottom in accordance with ASTM F-668. Zinc coating to be minimum 0.03 oz/ft².
- All posts, braces and rails shall be galvanized, vinyl clad standard full weight steel pipe in accordance with ASTM F-1083 (Schedule 40) unless otherwise specified. All material shall be new and first class and shall not include reconditioned thin wall pipe, re-rolled or open seam pipe.
- Fence installation shall be performed in accordance with the requirements of ASTM F-567 unless otherwise specified.

Following are the various School District Properties:

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

III. SPECIFICATIONS:

The successful contractor shall be responsible to act in strict accordance with the specifications set forth below. With regard to repairs and maintenance, the contractor is expected to use materials of the same manufacturer as that currently in place in the school district or materials of equal quality, as long as color, tone and/or texture of

the materials remains consistent with those currently in place. Any variation in materials and equipment to be used must be provided to the school district prior to its installation, providing a detailed description of the substitute offered and how it equates to materials currently in place.

The practice of "Bait & Switch" or substitution is not acceptable. Evidence that a vendor engages in such a practice will be met with remedies available to the school district as provided for under the Uniform Commercial Code of this State. Vendors who have a history of bait & switch, poor delivery, or failure to comply with the general intent of bids generated by the school district may be precluded from future bid participation.

All work performed will comply with the following:

- **New York State Uniform Fire Prevention and Building Codes**
- **New York State Education Building Standards**
- **New York State Coded Rule 56**

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. Corridors and other areas are to be closed with door or tarpaulin to restrict dust as much as possible.

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.

The work to be performed by the contractor shall be free from defects and failures and the contractor shall guarantee the work and the materials to be installed or used in the work for a period of one (1) year following the date of completion, and shall maintain same free from defects in workmanship and materials for that period of time. The contractor shall assign to owner any manufacturer's warranties related to materials, equipment and supplies used in the work. The contractor's guarantee shall be in addition to the manufacturer's warranty. The contractor shall be responsible for all costs incurred in making defective work good, with regard to both labor and materials.

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. Work on installation shall be done at a time not to interfere with regular school work.

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

IV. 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.

V. 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 requests for payments.**

VI. 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.

VII. 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.

VIII. PARTS AND MATERIALS:

Contractor shall be reimbursed for all parts and materials at Contractor's cost plus percentage of mark up as mentioned in their bid. Invoiced parts and materials with unit prices greater than \$100.00 shall be supported with a receipt of purchase for those items at time of billing. When such a copy of the Contractor's receipt is not available, the Contractor shall prepare and sign a substitute receipt indicating the description of the item, unit cost, date of purchase, and supplier from who item was purchased. Payments shall not be made for any parts/material without the proper documentation attached to the contractor's original invoice. The School District has the option to purchase directly any individual part/material for the service/repair that exceeds \$100.00 in cost.

IX. INVOICING:

The contractor's invoice must contain detailed and legible description of all completed work performed, list the number of man-hours worked, manufacturer and the name of Part, Part number, Suggested Mfg. Resale Price, Discount Offered and the net price. Invoices not submitted in this format will not be paid until corrected. Invoices must include copies of the signed service call ticket that applies to that particular invoice. The contractor's labor charges must correspond to the rates, which he supplied with the bid. The contractor agrees and hereby certifies that all labor charges contained in the bid's invoices and vouchers shall be only those that were required and necessary to complete the work. All invoices must accompanied by a certified payroll to be paid. Invoices held for verification, missing information, or returned for corrective re-submittal shall not be subject to late fees.

X. 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 performed or the materials being used is not satisfactory, and that the specifications are not being met, it may be considered as grounds for the termination of the contract.

XI. 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 Edgemont School District, Director of Facilities ,300 White Oak Lane, Scarsdale, NY 10583 . The Edgemont School District shall be named as additional insured on all insurance policies and policy endorsements, and the policies and policy endorsements shall provide that the insurance shall not be canceled or terminated without thirty (30) days prior written notice to the School District.

- 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 unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation.
- 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.
 - Provide for 30 days' notice of cancellation.
 - State that the organization's coverage shall be primary 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 broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- C. The contractor agrees to indemnify the district for any applicable deductibles or 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 and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - **Owners Contractors Protective Insurance**
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the district as the named insured.
 - **Excess Insurance**
\$1,000,000 each occurrence and aggregate.

XII. BID REQUIREMENTS:

Bids must be submitted in a sealed envelope of the approximate size **on or before 11:00 a.m. on October 18, 2022**. No late submissions will be accepted. The envelope shall be marked with the words: "BID FOR CHAIN LINK FENCE". At that time and place all bids received shall be publicly opened and announced by the Director of Facilities.

It is the contractor's responsibility to ensure that their bid is received by the Purchasing Department 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.

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.

All bids must be sent to the following address-

Director of Facilities,
Edgemont Union Free School District,
Business Office
300 white Lane
Scarsdale, New York 10583

XIII. 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. The district reserves the right without prejudice to reject any or all bids.

XIV. TERMS OF ENGAGEMENT:

Contract shall be for the 2022 - 2023 school year with an option to renew for the 2023-2024 and 2024-2025 school years, renewed on a yearly basis. 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 – Chain Link Fence

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 – Chain Link Fence

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 – Chain Link Fence

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 – Chain Link Fence

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)

(Phone)

(Fax)

Edgemont Union Free School District
Scarsdale, NY 10583

Invitation to Bid – Chain Link Fence

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 _____,

Notary Signature: _____ Date: _____

Edgemont Union Free School District
Scarsdale, NY 10583

Invitation to Bid – Chain Link Fence

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. The Contractor agrees to comply with the schedule of wages applicable to the performance of the said contract and the statutory requirements and ruled of the State of New York.
2. **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.
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, insofar as the same shall be applicable to the contract awarded to the contractor.

Affirmed to me this _____ day of _____,

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 – Chain Link Fence

Appendix G

IRAN DIVESTMENT ACT COMPLAINEE 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 – Chain Link Fence

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 _____,

Notary Signature: _____ Date: _____

Edgemont Union Free School District
Scarsdale, NY 10583

Invitation to Bid – Chain Link Fence

Appendix I

FEE SCHEDULE

Hourly rate as per prevailing wage (wages + supplemental benefits). Rate must include all travel costs and shall be per man.

	Description	Est. Qty.	Unit of Measure	Unit Cost	Extended Cost (Unit Cost x Est. Qty.)
1	Labor Rate	100 hrs.	Hr.	\$ _____	\$ _____
2	Percent Mark-up for parts. (Add mark-up to estimated dollar amount to determine extended cost. This estimate is for evaluation purposes only)	\$500	Percent	_____ %	\$ _____
3	Total (1 + 2)				\$ _____

Submitted by:

Company name

Address

City, State, Zip

(Print name) **(Signature)**

(Phone) **(Fax)**