

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

**INVITATION TO BID
-
HVAC MAINTENANCE & REPAIR SERVICE**

**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
rrenda@edgemont.org
Edgemont Union Free School District
Scarsdale, New York 10583**

Invitation to Bid – HVAC Maintenance & Repair Service

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

PUBLIC NOTICE

The Board of Education of the Edgemont Union Free School District, Located at 300 White oak Lane, Scarsdale New York 10583, invites bids (in accordance with section 103 of Article 5A of the General Municipal Law) for

HVAC MAINTENANCE & REPAIR SERVICE

**BIDS CAN BE OBTAINED FROM ROSARIO RENDA ,300 WHITE OAK LANE, SCARSDALE
NY 10583**

"Bid for HVAC Maintenance & Repair Service"

and must be in the hands of the Director of Facilities, Edgemont Union Free School District, 300 White Oak Lane, Scarsdale, New York 10583, prior to 1100 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 delay in the mail or handling of 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 – HVAC Maintenance & Repair Service

I. INTRODUCTION:

The Edgemont Union Free School District solicits your lowest price to furnish labor and materials for HVAC maintenance and repair services on an as-needed basis at various School Districts' buildings. The contract is from 2022 to June 30, 2023, with an option to renew for 2023 – 2024 and 2024 – 2025 school years. 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 a service is required.

II. VENDOR QUALIFICATIONS:

- Contractor and their service personnel shall possess all required, if any, licenses by the Federal, State, County and the City agencies to perform HVAC work.
- The Contractor must have a minimum of five (5) years' experience to perform the total comprehensive servicing, design and installation of HVAC systems.
- Service personnel shall have a minimum of three (3) years' experience in HVAC and Refrigeration maintenance, repair, installation, operation and troubleshooting.
- Clean Air Act: Contractor to provide as of November 14, 1994 or as amended, as required by section 608 of the 1990 Clean Air Act, Environmental Protection Agency (EPA) approved CTC Technician certification for all service technicians involved in the recycling or reclamation of refrigeration while performing maintenance under this contract. Certification to be included with bid.
- Vendor shall submit three (3) references with the bid, the name, address, telephone number and point-of-contact of at least three firms, for which the bidder provided HVAC services within the preceding 24 months. School Districts or Governmental entities preferred. References may be checked prior to award.

III. GENERAL SCOPE OF WORK:

Contractor shall provide all labor, equipment, tools, safety equipment, parts, materials, supplies and consumables necessary to provide maintenance and repair of the Edgemont School District's HVAC systems to ensure continuous and reliable operation. The Contractor shall use trained personnel directly employed and supervised by Contractor. The personnel shall be qualified by long training and experience to keep the equipment properly adjusted and shall use reasonable care to maintain the systems in proper working condition, satisfactory to the School District.

A. Regular Service:

The Contractor shall provide all labor, material, equipment, parts and supervision to perform required HVAC maintenance and repair service as required by the authorized School District representative. The contractor is expected to respond no later than 24 hours from the time of initial communication from the Buildings and Grounds Representative. Normal work hours will be 8:00 AM through 4:00 PM, Monday through Friday. Some locations may require that some of the work be done after hours. Service calls shall be provided during and after normal work hours, twenty four (24) hours a day, 7 days a week, including holidays.

B. Emergency Service:

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 the call 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 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. Safety:

The Contractor shall adhere to all Occupational Safety & Health Administration (OSHA), Public Employee Safety & Health (PESH) and Edgemont School District's safety rules while the work is in progress. Contractor is responsible for any damage to vehicles or structures resulting from the Contractor's negligence. Contractor shall maintain the work site in a clean and orderly fashion. All debris shall be cleaned and removed from the work site each day.

E. Equipment Replacement

The Contractor shall repair or replace worn or broken parts with original manufacturer's parts. If original manufacturer's parts are no longer available, parts of equal quality may be substituted only after receiving approval from the School District.

F. School Location(s):

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

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 HVAC maintenance and repairs within the jurisdiction where the work specified is to be performed.

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 assume all obligations to hold the Board of Education free and harmless from every expense, liability or payment by reason of any injury to any person or persons, suffered by reason of or through any act or omission of the contractor in the performance of the work and as otherwise set forth and agreed to pursuant to the defense, indemnity and hold harmless agreement attached hereto, which form must be filled out by the contractor and provided with the bid proposal. In the event of any conflict between this paragraph and the wording of the defense, indemnity and hold harmless agreement, the defense, indemnity and hold harmless agreement shall control.

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.

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. 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.

X. 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.

XI. 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.

XII. 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, Buildings and grounds department, 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 retention.

- 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.

XIII. BID REQUIREMENTS:

All 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. This envelope shall be marked with the words: "BID FOR HVAC MAINTENANCE & REPAIR 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 Business office 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-
Mailing Address:

Director of Facilities,
Edgemont Union Free School District,
300 White Oak Lane Scarsdale NY 10583

300 white Oak Lane
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.

XIV. 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.

XV. TERMS OF ENGAGEMENT

Contract period shall be from 2022 through June 30, 2023, with an option to renew for the 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 – HVAC Maintenance & Repair 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 – HVAC Maintenance & Repair 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 – HVAC Maintenance & Repair 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)**

(Phone) **(Fax)**

Edgemont Union Free School District
Scarsdale, NY 10573

Invitation to Bid – HVAC Maintenance & Repair 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 _____,

Notary Signature: _____ Date: _____

Edgemont Union Free School District
Scarsdale, NY 10583

Invitation to Bid – HVAC Maintenance & Repair 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. 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 – HVAC Maintenance & Repair Service

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 – HVAC Maintenance & Repair 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 _____,

Notary Signature: _____ Date: _____

Edgemont Union Free School District
Scarsdale, NY 10583

Invitation to Bid – HVAC Maintenance & Repair Service

Appendix I

FEE SCHEDULE

A. 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 Monday – Friday 8:00 AM – 4:00 PM	150 hrs.	Hr.	\$ _____	\$ _____
2	Labor Rate After hours & Saturdays	50 hrs.	Hr.	\$ _____	\$ _____
3	Labor Rate Sundays & Holidays	10 hrs.	Hr.	\$ _____	\$ _____
4	Percent of Mark-up for parts required to perform work. (Add mark-up to estimated dollar amount to determine extended cost. This estimate is for evaluation purposes only)	\$500	Percent	_____ %	\$ _____
5	Total (1 + 2 + 3 + 4):				\$ _____

Submitted by:

Company name

Address

City, State, Zip

(Print name) **(Signature)**

(Phone) **(Fax)**