

NOTICE TO BIDDERS

The Board of Education of the Mount Vernon City School District, Mount Vernon, in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids from reputable and qualified contractors for the provision of labor and materials for the following contract with the School District:

**BID # 23-24-04 Oil Tank Removal/Abandonment Services
November 29, 2023 at 11:00 AM**

Bids for the **BID # 23-24-04 Oil Tank Removal/Abandonment Services Contract** will be received until the above stated hour of prevailing time and date at the Office of the Purchasing Department at the Mount Vernon City School District Administration Building located at 165 North Columbus Avenue, Mount Vernon, New York 10553, at which time and place all bids will be opened and read aloud. Specifications and bid forms may be obtained in the Purchasing Office located at 165 North Columbus Avenue, Mount Vernon, New York or online at www.empirestatebidsystem.com or at www.mtvernoncsd.org/bids beginning on **November 9, 2023** Monday through Friday, excluding holidays from 10:00 a.m. to 3:00 p.m.

Bids must be presented on the standard proposal form in the manner designated therein and as required by the Specifications. All bids must be enclosed in sealed envelopes, which are clearly marked on the outside: **Bid for: “Mount Vernon City School District - BID # 23-24-04 Oil Tank Removal/Abandonment Services Contract”**. Bids shall remain firm for a period of forty-five (45) days following the date of the bid opening. No phone, fax or email bids will be accepted. The School District is not responsible for delays occasioned by any delivery service, the internal mail delivery system of the School District or any other means of delivery employed by the Bidder. For bidders wishing to drop off bids, there is an official drop box located at the entryway of the lower level of 165 North Columbus Avenue, Mount Vernon, New York 10553. Please note this drop box is limited to envelopes that are one half (0.5) of an inch in thickness.

The Board of Education reserves the right to waive any informalities in or to reject any or all bids, or to accept that bid which, in the Board of Education’s judgment, is in the best interest of the School District.

The successful Bidder shall be required to comply with the provisions of the New York State Prevailing Wage Laws. Additional information can be obtained at www.labor.state.ny.us/workprotection/publicwork. Please note that certified payroll records must be submitted with all invoices. Invoices will not be processed if certified payroll records are not supplied with the invoice.

Bidders shall be required to furnish, at their own expense, a bid bond or certified check in the amount of ten percent (10%) of the bid amount together with the bid. Proof of the ability to furnish a performance bond in the amount of 100% of the bid shall be submitted with the bid.

BOARD OF EDUCATION
MOUNT VERNON CITY SCHOOL DISTRICT
District Office
165 North Columbus Avenue
Mount Vernon, New York 10553

INSTRUCTIONS TO BIDDERS

1. Bidders are invited to bid on the work described in the Bid Documents. The bid must be on the Bid Proposal Form included in these Bid Documents and must be made in accordance with these instructions. Bidders must be thoroughly familiar with the work to be performed.
2. Carefully inspect all general and special provisions in the bid documents.
3. Complete all forms. Be sure to sign in ink in all required places.
4. **One (1) original and two (2) copies of the Bid proposal must be submitted.**
5. All materials submitted to the District pursuant to this bid shall become the property of the District and will not be returned to the bidder. The bidder is responsible for making its own copies of any or all parts of this document for its file.
6. Bid proposals must be presented in a sealed envelope addressed to:

Kenneth Silver, Assistant Superintendent for Business
Mount Vernon City School District
165 North Columbus Avenue
Mount Vernon, New York 10553

Bid # 23/24-04 – Oil Tank Removal/Abandonment Services Contract

Bids will be received **until 11:00 a.m., prevailing time on November 29, 2023** at the Purchasing Office, 165 North Columbus Avenue, Mount Vernon, New York 10553 by the Purchasing Agent or a designated representative. The bid opening will occur immediately thereafter in the Board Room. There will be no discussion of the proposals at the time of the bid opening. Bids shall be submitted in a sealed envelope. The Bid number shall be clearly written on the front of the envelope. Bidder's bid security shall be placed in a separate sealed envelope inside the bid envelope.

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| <p>7. <u>Mail Bids to:</u>
Mount Vernon City School District
Purchasing Department
165 North Columbus Avenue
Mount Vernon, New York 10553</p> | <p><u>Bid Opening Location:</u>
Mount Vernon City School District
Board Room
165 North Columbus Avenue
Mount Vernon, New York 10553</p> |
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8. All questions, requests for clarification or information about the bid specifications or any question related to the bid must be submitted in writing no later than five (5) business days prior to the scheduled bid opening—i.e., by no later than **11:00 a.m. on Wednesday, November 15, 2023**. All questions or requests for clarification or information should be submitted to:

Kenneth Silver, Assistant Superintendent for Business

Mount Vernon City School District
165 North Columbus Avenue
Mount Vernon, New York 10553

Written questions may be submitted by mail or fax. Fax number is (914) 665-7548. It is the vendor's responsibility to verify that the question(s) submitted have been received by the question deadline.

9. **No interpretation of the meaning of the specification or other Contract document will be made to any bidder orally.** Notice of any and all interpretations and any supplemental instructions will be sent to all bidders of record by the District or its designee in the form of addenda to the specifications. All addenda so issued will be sent by certified mail, return receipt requested, or by fax with receipt acknowledged and shall become a part of the Contract documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligations under his/her bid submitted.

10. No proposal will be considered unless it is received and in hand on the specified date and at the specified time and address at which proposals are to be opened. Any bidder submitting proposals by mail or private delivery service must assume the risk of any delay in the mail or handling of bids by employees of the U.S. Postal Service, private delivery service or the District. All proposals received after the designated date and time will be refused and returned unopened.

11. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the work, supplies, materials, or equipment required and a representation that the bidder can furnish the work, supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

12. Any seeming inconsistency between provisions of the bid specifications or contract, or upon any point requiring explanation, must be inquired about by the bidder in writing, as least forty-eight (48) hours prior to the time and date set forth for the opening of the proposals. Any bidder shall be precluded from asserting any inconsistency after said time.

13. Bids shall remain open for a period of forty-five (45) days following the date of the bid opening. Bidders agree that the prices submitted will remain firm for an additional forty-five (45) days thereafter, unless the District receives written notice to the contrary.

14. The Board of Education reserves the right to reject any and all bids and to waive any informalities in any bid. The District reserves the right to make an award on an item by item, group of items, or total award basis whichever is in the best interest of the District.

15. As required by the specifications, bidders must use the attached bid proposal form indicating the cost of providing labor and materials necessary to deliver the **Oil Tank Removal/Abandonment Services** needed pursuant to this contract. Proposals submitted on any form other than the bid form are not acceptable and will be rejected. Illegible or vague bids will be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.

16. All bidders shall insert their bid price in the appropriate place on the bid proposal sheet next to any items they wish to bid on. The price inserted must be net and must include all labor, delivery and freight charges.

17. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures and in case of discrepancy between the two, the written amount will govern. If the Bidder is not submitting a bid for all of the services requested in this bid as reflected on the Bid Form and these Bid Documents, the Bidder shall so indicate the same on the bid proposal form by writing "No Bid" for the service, work or item that is not being bid. Failure to complete the Bid Form in its entirety may result in the bid being deemed not responsive.

18. If two (2) or more bidders submit identical bids as to price, the decision of the Board to award a Contract to one (1) such bidder shall be final. No proposal shall be considered nor will any contract be awarded to any bidder in arrears to the District upon any debt or contract or who is a defaulter as surety or otherwise upon any obligation to the District, or who is deemed irresponsible or unreliable by the District.

19. **A bidder shall not make any stipulations on the Bid Form or qualify its bid in any way.** No bid will be considered which purports to qualify, limit, amend or omit any requirement of the Bidding Documents. No alteration, erasure or addition is to be made to the typewritten matter. Any deviations from the conditions and specifications will constitute sufficient grounds for rejection of the bid. No oral, telegraphic or telephonic proposals or modifications will be considered. The School District shall have the right to reject bids that contain conditions, omissions, exceptions or modifications.

20. A bid shall include the legal name of bidder and a statement whether the bidder is a sole proprietor, a partnership, a corporation or any other legal entity, and shall be signed by the person or persons legally authorized to bind the bidder to a contract. All required signatures shall be handwritten in ink with the full name of the person executing same. Initials, stamps, photocopies or other copies or company names may not be used in lieu of any required signature. A bid by a corporation shall also give the state of incorporation and have the corporate seal affixed on the signature pages of each Form of Proposal. A bid by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the bidder.

21. Sales to school districts are not affected by any fair trade agreements. (General Business Law).

22. No charge will be allowed for Federal, State or municipal sales and excise taxes since the District is **EXEMPT** from such taxes. The price bid shall be net and shall not include the amount of any tax. The successful bidder shall be fully responsible for any and all applicable taxes for the work and/or services performed under the contract.

23. **BID SECURITY**: All bids shall be accompanied by a bid security in the form of a Certified Check, Cashier's Check or Bid Bond in the amount of 10% of the total bid amount. The bid

security shall be made payable to Mount Vernon City School District and its return shall be conditioned upon the successful bidder entering into a contract with the District within ten (10) calendar days following written Notice of Award. Any bid which is not accompanied by a bid security shall be considered non-responsive and ineligible for award. In the event the successful bidder fails or refuses to enter into contract with the District within the time stated, the bid security submitted with the bid will be forfeited as liquidated damages because of such failure or default. The bid security will be returned after the opening of bids to all except the three lowest bidders and the remaining guarantees shall be returned to these bidders after the contract with the successful bidder has been fully executed.

24. **PROPRIETARY INFORMATION:** All information included in any bid proposal becomes public information including any and all information that is proprietary in nature. The District shall be held harmless from any claims arising from the release of proprietary information.

25. **BROCHURES:** Bids shall include adequate brochures, latest printed specifications and advertising literature, describing the products offered in such fashion as to permit ready comparison with our specifications on any item-by-item basis where applicable. Web site information may be included for specific products or services being offered.

26. Any and all agreements required to perform this contract must be submitted as part of bidder's proposal. Any agreements are subject to modification by District counsel and approval by the Board of Education. No agreements will be executed if their terms contradict the terms and conditions of this bid.

27. Where articles or items of equipment, supplies or materials are designated as manufactured by a specific manufacturer, or where catalog numbers are used, it is understood that the article, as specified, represents an accepted standard. It is not the intention of the district to limit competition thereby. If the item bid on is not the product specified, but a substitute, or "equal," the item shall be clearly described in the space provided, as the brand, packing, etc. with the catalog number of the vendor bidding. Additionally, bidder shall submit, with the bid, a picture and the manufacturer's specifications. Otherwise, the bid will be construed as submitted on the identical item as specified.

28. **SUBSTITUTIONS OR EQUIVALENTS:** If bidders make substitutions of any kind, type, brand, or manufacturer of material other than those named in the Specifications, the bidder shall identify the material or equipment the substitution is being made for; the kind, type, brand, or manufacturer of material or equipment of the substitution; written documentation evidencing that the substituted material or equipment meets or exceeds the specifications for materials and/or equipment set forth in the bid specifications. Such documentation shall include, but not be limited to, a full explanation of the proposed substitution, together with a submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, significant qualities of proposed substitution and other like information necessary for a complete evaluation of the substitution. Additionally, the bidder shall provide a demonstration of any substitutions for the District's evaluation. All such material shall be provided to the District at the bidder's sole expense. The bidder's written explanation shall also include a list of reasons the substitution is advantageous and necessary, including the benefits to the District

in the event the substitution is accepted. Additionally, the bidder shall submit to the District information describing in specific detail how the proposed substituted product differs from the quality and performance required by the base specifications, and such other information as may be required by the District. Bidders shall provide information, including a list of changes or modifications needed to other items of the contract that will be necessary to accommodate proposed substitution. By making such request or proposal for a substitution in conformance with procedures established herein, the bidder represents that a representative of it has personally investigated the proposed substitute product and has determined that it is equal to or superior in all respects to that specified; represents that the warranty for the substitution will be the same, or greater than, that applicable to the specified product.

29. A pre-bid conference will be held on **Monday, November 13, at 10:00 a.m. at Mount Vernon City School District, 165 North Columbus Avenue, Mount Vernon, New York** for all prospective bidders. Attendance is strongly encouraged. Please contact **Mark Raimondi, Director of Facilities** to arrange for an inspection and tour, if attendance at the pre-bid conference is impossible. All requests shall be sent via facsimile transmission, receipt acknowledged to **(914) 665-5219**. Do not arrive without a scheduled appointment.

30. It is the bidder's responsibility to familiarize themselves with the actual work and the locations where such work is to be performed prior to bidding. Submission of a bid shall constitute acknowledgement that the bidder has satisfied this requirement. Failure to do so will not relieve the bidder from any requirements and/or obligations incurred as a result of his/her bid.

31. **PREVAILING WAGE:** New York State law requires the payment of prevailing wages for the work to be performed hereunder. The successful contractor must comply with all New York State Labor Laws, including but not limited to, prevailing wage rate requirements. The bidders shall be responsible for paying the prevailing wage rate applicable for the work described in these bid documents for the time period associated with the contract term in accordance with the prevailing wage rate schedules issued by the New York State Department of Labor for said time period. Bidders may obtain a copy of the prevailing wage rate schedule from the Mount Vernon City School District Purchasing Department by submitting a written request to the Purchasing Agent.

32. As per Article 8 and 9 of the New York State Labor Laws, wages paid for the performance of this contract shall not be less than those listed as minimum by the New York State Commissioner of Labor for the occupants listed. As per Article 8, Section 220, New York State Labor Law, every bidder and sub-bidder shall submit to the Department of Jurisdiction (Mount Vernon City School District), within thirty (30) days after issuance of its first payroll, and every thirty (30) days thereafter, a transcript of the original payroll record, as provided by Article 8, subscribed and affirmed as true under penalties of perjury. The Mount Vernon City School District shall be required to receive and maintain such payroll records.

33. The District will endeavor to make an award within forty-five (45) days of the date of the bid opening and all bids shall remain firm during that time frame. The District further reserves the right to make an award following this period to any bidder who has not provided written notice to

the District that its bid has been withdrawn in accordance with section 103 of the General Municipal Law.

34. Award will be made to the bidder, as will best promote the public interest, taking into consideration factors including but not limited to the reliability of the bidder.

35. The Board of Education shall award a contract to the bidder submitting the lowest bid for provision of the services requested herein, as is in the best interest of the District.

36. The District reserves the right to reject all bids; to reject any bid in whole or in part; to waive technical defects, qualifications, irregularities, and omissions if in its judgment the best interests of the District will be served; and to reject bids.

37. The placing in the mail of a notice of award to the successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of the bid.

38. The awarded vendor must comply with all New York State Labor Laws.

39. Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

CONDITIONS OF THE CONTRACT

1. Each and every provision of the Instructions to Bidders is incorporated by reference herein as if fully restated herein.

2. The contract shall commence upon award and remain in effect through **June 30, 2024**, unless earlier terminated as provided for herein. The Board of Education reserves the right to renew this agreement for additional one year periods not to exceed two (2) years upon the same terms and conditions. The prices contained in the successful bidder's bid shall prevail and remain in effect for the entire term of the contract or any renewal period, unless lower prices are offered to other clients in similar circumstances. In the event that the successful bidder offers lower pricing to other clients in similar circumstances, the successful bidder shall provide the lower prices to the District.

3. Bidders shall have been engaged in the business of **oil tank removal/abandonment services** as described in the specifications. Bidders shall provide the District with documentation evidencing the following: (1) successful **Oil Tank Removal/Abandonment Services** in a school district's facilities; (2) resources (i.e., sufficient financial support, equipment and organization) available internally to provide **Oil Tank Removal/Abandonment Services** within mandated time frames; and (3) an established satisfactory record of performance for a period of three (3) years or more. Bids that fail to include this information may be rejected. Bidder may be required to furnish a description of its experience with contracts of comparative size, complexity, and cost, together

with documentary evidence showing that said contracts were completed to the Owner's satisfaction and were completed in a timely fashion.

4. The successful bidder shall not assign or subcontract any part of this contract to a subcontractor without the prior written approval of the District.

5. Bidders' offices must be staffed by competent company representatives who can be contacted twenty-four (24) hours a day and are authorized to handle any and all matters pertaining to the contract resulting from this bid solicitation.

6. **CONTRACT AWARD: AWARD WILL BE MADE TO THE BIDDER WHOSE BID PROPOSAL UPSHOTS IN THE LOWEST COST FOR OIL TANK REMOVAL/ABANDONMENT SERVICES SPECIFIED HEREIN. THE SCHOOL DISTRICT RESERVES THE RIGHT TO MAKE ONE AWARD ON A TOTAL OF ALL ITEMS OR SEPARATE AWARDS BY INDIVIDUAL ITEM OR GROUP OF ITEMS WHICHEVER IS IN THE BEST INTEREST OF THE DISTRICT.**

7. It is mutually agreed that no contract becomes binding until the necessary funds have been approved for the school year(s) during which the contract is in effect and contract or contracts have been approved by the Board of Education.

8. It is the intent of the District to award this Contract to the lowest responsible bidder, who in meeting all specifications as outlined in the bid package and any addenda, provides the requested services at the lowest cost to the District. Awards will be made to the lowest responsible bidder as will best promote the public interest taking into consideration the reliability of the bidder, the quality of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

9. The bid specifications including the Notice to Bidders, Instructions to Bidders, Non-Collusive Bidding Certificate, General Conditions, Bid Specifications, the successful bidder's bid response and the Mount Vernon City School District Purchase Order shall form the agreement between the successful bidder and the District. Accordingly, the documents specified above shall constitute a binding contract. This contract shall be non-exclusive.

10. **LIQUIDATED DAMAGES:** In addition to the remedies set forth elsewhere in the contract documents:

- a. If the successful bidder fails to deliver the commodities requested and/or fails to perform the services specified in this contract and/or fails to meet the criteria of the specifications, the successful bidder shall, in place of actual damages, pay to the District liquidated damages of \$125.00 per calendar day for each day that the supplies, equipment or services are not performed.
- b. If the District terminates this contract in whole or in part, for bidder's failure to deliver or perform as required by this contract, the successful bidder shall be liable

for liquidated damages accruing until the District reasonably obtains delivery or performance of the commodity and services.

- c. The successful bidder will not be charged with liquidated damages when there is a delay in delivery or performance that is beyond the control and without the fault or negligence of the successful bidder. The District shall have the sole discretion to determine whether the delay in delivery or performance is excusable.

11. **TERMINATION**

a. **For cause.**

- i. The District may, by written notice of default to the successful bidder, terminate this contract in whole or in part, effective **immediately**, if the successful bidder:
 - 1. fails to deliver the commodities and/or perform the services specified in the contract and/or meet the criteria of the specifications;
 - 2. fails to make progress, so as to endanger performance of this contract;
 - 3. fails to cure a mechanical, technical or service failure within twenty-four (24) hours of notification of such failure; or
 - 4. fails to perform any of the other provisions of this contract.
- ii. The District's right to terminate this contract under subdivisions (a)(i)(2) and (a)(i)(4) of this clause, may be exercised if the successful bidder does not cure such failure within three (3) days after receipt of the notice from the District specifying the failure. The District's right to terminate this contract under subdivisions (a)(i)(1) and (a)(i)(3) of this clause shall not be subject to the within notice provisions. In the event that the District exercises its right to terminate the contract under (a)(i)(1) or (a)(i)(3) such termination shall be effective immediately.
- iii. If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the District considers appropriate, commodities or services similar to those terminated, and the successful bidder will be liable to the District for the costs of those supplies or services. However, the successful bidder shall continue the portion of work not terminated.
- iv. The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law and/or equity and/or under this contract.

1. Cancellation of a contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.
2. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of the District.

12. **INDEMNIFICATION**: The successful bidder shall indemnify and save the District harmless from any and all claims, liabilities, losses and causes of action which may arise as a result of the successful bidder's performance or failure to perform its contractual obligations as outlined in these Bid specifications. The successful bidder shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits in the name of the District when applicable, and shall pay all costs and judgments, which may issue thereon. The successful bidder agrees to protect, defend, indemnify and hold harmless the District and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or on behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, omissions, work or other activity done by the successful bidder, its employees, subcontractors or any independent contractor working under the direction of either the successful bidder or any approved subcontractor in the performance of this contract. The awarded bidder will be required to issue a certificate of insurance naming the Mount Vernon City School District as additional insured with the appropriate coverage as specified in the enclosed Certificate of Liability Insurance form.

13. **INSURANCE**: Insurance coverage as required by the District shall be provided by an insurance company licensed as an "admitted carrier" by the New York State Insurance Department. Thirty (30) days notice of cancellation, non-renewal or reduction of coverage is required. The insuring company shall not be released from liability or obligation for its failure to notify the Mount Vernon City School District. The insurance coverage shall protect the successful bidder and the School District from claims for which the successful bidder may be liable. A copy of the successful bidder's insurance certificate naming the District as an additional insured shall be furnished to the School District upon award of the contract.

14. **PERFORMANCE SECURITY**: The successful bidder to whom an award is made shall duly execute and deliver a Performance Bond to the District in an amount of 100% of the bid amount for the contract term and any renewal term. The bond shall be delivered to the District's Business Office within ten (10) calendar days after a written Notice of Award is given to the successful bidder. If the successful bidder fails to deliver the bond within this specified time frame, including any extensions which may be granted by the District, the District shall declare the successful bidder in default of the contractual terms and conditions and the successful bidder shall forfeit its Bid Bond. In lieu of a Performance Bond, the District will accept a cash bond in the form of a certified cashier's check made payable to the Mount Vernon City School District.

15. **GUARANTEES**: The successful bidder guarantees its products will be suitable for the purpose intended and will replace any equipment or part which becomes defective during the

guarantee period as a result of any defect in the product supplied by the successful bidder. In addition, the successful bidder understands and agrees that it will be responsible for any damage caused to the School District's buildings or equipment by it or its employees, agents, subcontractors or assigns while performing services hereunder.

16. **DELIVERY:** No items are to be shipped or delivered until receipt of an official purchase order from the District. The successful bidder shall be responsible for delivery of items in good condition at point of destination. They shall file with the carrier all claims for imperfections, and other losses, which will be deducted from invoices.

17. All deliveries shall be accompanied by delivery tickets. Every ticket shall be presented to the head custodian in the building where the materials, equipment or supplies is delivered and initialed with a copy to the Purchasing Department. Each delivery ticket must contain the following information for each item delivered: (1) Contract Number and/or Purchase Order Number; (2) Description of Delivered Product; (3) Quantity; and (4) Name of Successful Bidder. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the delivery. Any and all costs associated with the delivery and/or return of the equipment shall be at the sole responsibility of the vendor. The head custodian's initials shall not act as an approval or acknowledgement of the adequacy of the contractor's performance or a bar to any claim that the School District may have against the successful bidder.

18. It is the Contractor's responsibility prior to submitting a bid and delivery, to survey and review the particular delivery or location of the work to insure that it can make the delivery or perform the work as required. Should the proposed delivery or installation location not meet established criteria, the Contractor and the District will attempt to locate an alternate, mutually agreeable location.

19. **REPRESENTATIONS:** The successful bidder warrants that it is duly licensed and authorized to perform and provide the Oil Tank Removal/Abandonment Services, as described herein. The successful bidder further warrants that it will provide the District with licensed and qualified individuals to perform the work contemplated by this agreement.

20. The successful bidder and all its employees shall possess and maintain in full force current licenses and permits as are required by law in connection with the services required herein. The successful bidder shall comply with all laws, rules, regulations and ordinances applicable to the services to be provided hereunder.

21. All work performed shall be performed in accordance with applicable law and best industry practice. The successful bidder shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times when the individual is on-site providing services to the District. It is understood and agreed that while on the District's property, the successful bidder, its employees and/or agents shall obey all of the District's rules and regulations and must follow all reasonable directives of the District's administrators and employees.

22. The successful bidder(s) shall be responsible for all personnel in his employ. At no time shall any employees create a nuisance, interfere with District students and/or employees or destroy school property. The successful bidder's employees shall not enter unauthorized areas. The

District reserves the right to remove and/or request the removal of any employee of the Contractor with or without cause.

23. In compliance with the Board of Education's approved Drug Free Workplace Policy and Code of Conduct on School Policy, the successful bidder shall be aware that the possession, use, transmittal, manufacture, purchase or sale of illegal drugs, controlled substances, drug paraphernalia, designer drugs, alcoholic beverages or the use of tobacco products in any place or vehicle under school jurisdiction is strictly prohibited. All successful bidders shall ensure that its employees understand and comply with said policy and requirements.

24. The successful Bidder(s) shall repair or replace, to the satisfaction of the School District, any and all damage done to buildings, grounds and containers as a result of his negligence or as a result arising from an accident involving its employees and/or vehicles.

25. The successful bidder understands and agrees that it will comply with all applicable New York State Labor Laws including the payment of prevailing wage rates and the submission of certified payroll as provided for in the New York State Labor Law, section 220 et. seq. No payments will be made if certified payroll has not been submitted to the School District.

26. As per Article 8 and 9 of the New York State Labor Laws, wages paid for the performance of this contract shall not be less than those listed as minimum by the New York State Commissioner of Labor for the occupants listed. As per Article 8, Section 220, New York State Labor Law, every bidder and sub-bidder shall submit to the Department of Jurisdiction (Mount Vernon City School District), within thirty (30) days after issuance of its first payroll, and every thirty (30) days thereafter, a transcript of the original payroll record, as provided by Article 8, subscribed and affirmed as true under penalties of perjury. The Mount Vernon City School District shall be required to receive and maintain such payroll records.

27. The successful bidder will adhere to all applicable health and safety laws, rules and regulations including the Occupational Safety and Health Administration ("OSHA") Rules and Regulations. In the event that hazardous material or any hazardous condition is discovered, the successful bidder shall notify the District, and have the right to suspend all work until such hazards are removed or corrected. In the event that the hazardous material was introduced or the hazardous condition was caused by the successful bidder, its agents or employees, the successful bidder agrees to pay the cost of the removal, remediation, or correction.

28. The successful bidder shall comply with the "State Occupational Safety and Health Act" (SOSHA) and the "Toxic Substances Act" (Right to Know Act) with respect to all operations or activities on any of the properties owned or leased by the School District. Chapter 551 of the Laws of 1980 defined **TOXIC SUBSTANCE** as "any substance listed in the latest edition of the National Institute for Occupational and Health's REGISTRY OF TOXIC EFFECTS OF CHEMICAL SUBSTANCES, or has yielded positive evidence of acute or chronic health hazards in human, animal or other biological testing." Such information is required to be on file with each employer. Article 28, Section 875 subdivision 4, required that "any manufacturer, importer, procedure, or formulator of any toxic substance shipped, transported or sole for any use within the state must provide upon request certain information." In order for us to have this information on

file, bidders are required to submit one form OSHA-20, for each product included in the bid to which this law will apply.

29. The successful bidder and all of its subcontractors shall comply with all pertinent provisions of Federal and State law against discrimination in employment practices.

30. The successful bidder shall comply with all laws, rules, regulations and ordinances of the State of New York, County of Westchester, and all local laws, with special attention to New York Labor Laws, Environmental Conservation laws and all applicable town/village/city codes together with any rules and/or regulations promulgated thereunder.

31. If any person when called to testify before a Grand Jury, Head of a State Department, Temporary Commission or other State Agency, the Organized Crime Task Force in the Department of Law, Head of a Municipal Department, or other Municipal Agency which is empowered to compel attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the State of New York, or any political subdivision thereof, a public authority, or with any public department, agency or office of the State or political subdivision thereof, refuses to answer any relevant question concerning such transaction or contract even though offered appropriate immunity, then any such person or firm, partnership or corporation of which he or she is a member, partner, director or officer shall be disqualified for a period of five (5) years after such refusal from submitting bids to, receiving awards from, or entering into any contracts with the District or any department or agency or official thereof. Further, on the same grounds this agreement may be terminated by the District without the District incurring any penalty or damages by virtue of such cancellation or termination.

32. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the previous written consent of the District.

BIDDER'S QUALIFICATIONS

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

- a. Provider shall have been in the business of oil tank removal/abandonment work for a minimum of five (5) years.

In addition, all bidder must:

- a. All bidders must possess and maintain the necessary licenses and certifications for the work to be performed.
- b. maintains a full-time staff, capable of performing the work described in the contract; and,
- c. has at least five (5) years' experience in the service for which the bid is being submitted

Provide a Vendor profile, which includes, but is not limited to, the following:

- Provide a brief description and history of your company.
- Indicate the number of years the company has been in business.
- Indicate the size of your company and number of service contracts.
- Discuss the ownership and organizational structure of your company and its support staff with an organizational chart for the team that would be assigned to the account.
- Provide information to demonstrate that your firm has the ability to provide the services required by the District.
- Discuss your firm's experience and qualifications on similar projects.
- Provide a minimum of five (5) major account references from present customers, including company name, contact name, position or title, telephone number, fax number and/or email address. Emphasize accounts comparable in size and scope to the District.
- Provide proof of your company's financial viability. A Dunn and Bradstreet profile will suffice.

Bidders must provide evidence of compliance with all of the foregoing at the time of bid submission.

The School District may make such investigation into the bidder's qualifications as it deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the work. Such investigation shall include a review of the Bidder Qualification Statement and such additional information as the School District may require. When requested by the School District, bidders shall furnish all information and data required by the School District within the time and in the form and manner requested by the School District. Upon the School District's request, the lowest monetary bidder shall furnish, within three (3) working days after the bid opening, four (4) copies of the following information in writing:

- a. evidence of the bidder's financial responsibility, including a certified financial statement prepared by a certified public accountant; and
- b. the insurance certificates required by the Bid Documents.

To the fullest extent permitted by law, the School District reserves the right to reject any bid if the evidence required and/or requested by the School District is not submitted or fails to satisfy the School District that the bidder is responsible, able and qualified to carry out the obligations of the Contract or to complete the Work as contemplated.

Rejection of Bids. The District reserves the right to reject any bid if the evidence submitted in the qualification statement or as determined by investigation of the bidder indicates, in the judgment of the District, that the bidder is not qualified to carry out the obligations of the contract and/or to perform the work described therein.

**TECHNICAL SPECIFICATIONS FOR SERVICE OF OIL TANK REMOVAL AND
ABANDONMENT SERVICES**

The Mount Vernon City School District (hereinafter referred to as the "School District") seeks bid proposals from qualified bidders to provide labor, materials, supplies and equipment necessary to identify, remove and/or abandon various oil storage tanks located on the premises of each of the schools listed below and as more fully described in these specifications. The successful bidder shall demonstrate compliance with experience, safety, inspection, permitting and insurance requirements.

Description of Work Sites and Oil Tanks: For the bidders' reference, below are the school locations and addresses together with the tank size and the District's approach to the tank removal (i.e. abandonment or removal). Bidders are responsible to verify the locations, tank size and condition.

School /address	Size of Tank	Tank Location	Scope
STEAM 350 Gramatan Ave.	15,000gal	underground	Abandon in place
Pennington* 20 Fairway	12,000gal	vaulted in basement	Abandon in place
MVHS 100 California Rd.	2x 25,000gal	both underground	Abandon in place
Columbus 455 N High St.	5,000gal	underground	Abandon in place
Holmes 195 N Columbus Ave.	7,500gal	above ground	Remove
Denzel 121 S 6 th Ave	10,000gal	underground	Abandon in place
Williams 9 Union lane	15,000gal	underground	Abandon in place

Graham 421 E 5 th St.	10,000gal	underground	Abandon in place
Rebecca Turner 625 S 4 th Ave.	7,500gal	above ground	Remove
Lincoln 170 E Lincoln Ave.	15,000gal	underground	Abandon in place

NOTE:

***All oil tanks have been drained to a minimum except for Pennington**

Oil tanks shall be abandoned in place or removed in accordance with all Westchester County Department of Health, NYS DEC, Mt. Vernon Building and Department of Public Works Department and Mt. Vernon Fire Department rules and regulations. The successful bidder shall be solely responsible for any failure to comply with applicable laws, rules or regulations in the performance of the work of this contract, in the application for or filing of any associated documentation or the fulfillment of any other obligation of this contract. The successful bidder shall obtain applicable permits for the work and file the work permits with the Westchester County Department of Health and other departments of jurisdiction.

The successful bidder shall contact the School District to schedule the work. Upon award, the successful bidder shall immediately undertake the work. Work shall be scheduled for start as soon as possible but no later than **December 11, 2023**. Oil tank removal work shall be performed during the working hours of 7:00 AM to 7:00 PM Monday through Friday unless otherwise agreed to in writing by the School District. The successful bidder's personnel shall notify the School District's representative at each location of their arrival to each location and shall again notify them of their departure from each site.

Oil tanks shall be removed or abandoned in place as per these specifications. For oil tank removals, the successful bidder shall provide labor, materials, and equipment to: open manways, flush existing piping, cut open and clean interior of tank of all residual oil, sludge and debris, disconnect all piping and remove from site, remove existing remote fill box and vent lines, render tank unusable and stencil date of decommissioning or cut tank into manageable sections for disposal offsite.

For oil tank abandonment, the successful bidder shall provide labor, materials, and equipment to: mobilize its equipment onsite to open manways or excavate to the top of the underground storage tanks, as the site conditions require, flush all existing piping, and enter tanks under confined space entry procedures to clean interior, utilize probing equipment to retrieve sufficient soil samples based upon tank size for testing at a New York State certified lab for CP-51 analysis; obtain sample of ground water if encountered, upon acceptable soil testing results, fill tank with K-Crete

to fill all voids; remove accessible piping, inaccessible piping must be capped below grade; fill in surface man ways; patch and repair concrete.

The successful bidder shall transport and dispose of any contents in the tanks. The successful bidder shall be responsible to prepare all documentation necessary to close out work permits and spill reports, schedule any necessary inspections in consultation with the School District and make all required filings with the departments of jurisdiction.

The successful bidder shall ensure that work is performed in a safe and workmanlike fashion. Safety barriers and fencing shall be erected and utilized to prevent unauthorized entry and site protection. The successful bidder shall be responsible to ensure that all workmen possess appropriate safety, confined space entry and other required training and certifications to perform the work under applicable law and regulations. All safety procedures and protocols shall be adhered to at all times. Safety equipment and protection shall be worn and deployed in accordance with applicable law and regulations.

Upon completion of its work, the successful bidder shall leave the worksite clean and tidy and dispose of any work debris and trash. The successful bidder shall be responsible for restoration or repair of any damage done to the School District or its property including landscaping and turf.

APPENDIX "A" - INSURANCE REQUIREMENTS

- I. 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.
- II. The policy naming the district as an additional insured shall:
- Be an insurance policy from an A.M. Best rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the district.
 - 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 2010 11 85 or equivalent. Examples of equivalent ISO additional insured endorsements include using both CG 2033 1001 and CG 2037 1001 together. A completed copy of the endorsement must be attached to the certificate of insurance.
 - The certificate of insurance must describe the specific services provided by the contractor (e.g., roofing, carpentry, and plumbing) that are covered by the commercial general liability policy and the umbrella policy.
 - At the District's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.
- III. The contractor agrees to indemnify the district for any applicable deductibles and self-insured retentions.
- IV. 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.
 - **Owners Contractors Protective Insurance**
(When required in the specifications)
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the district as the named insured.
 - **Excess Insurance**
\$2,000,000 each Occurrence and Aggregate depending on the type and size of the project. Excess coverage shall be on a follow-form basis.
 - **Bid, Performance and Labor & Material Bonds**
 - If required, these bonds shall be provided by a New York State admitted Surety Company, in good standing.
 - **Builders Risk Insurance or Installation Floater**

- Builders Risk coverage can be provided by NYSIR, or required of the contractors. Installation floaters are provided by the contractor(s).
- V. 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.
- VI. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.

**MOUNT VERNON CITY SCHOOL DISTRICT
165 NORTH COLUMBUS AVENUE
MOUNT VERNON, NEW YORK 10553**

BID#23-24-04 OIL TANK REMOVAL/ABANDONMENT SERVICES

BID PROPOSAL FORM

Company: _____

Bidder Signature: _____

Printed Name: _____

Bidder Address: _____

Phone #: _____ Email: _____

The prices provided **must** include the cost for all labor, materials, equipment and services identified in the bid specifications, including, but not limited to, the requirements set forth in the Technical Specifications. The contract will be awarded based upon the lowest cost to the District for the term of this agreement. The District reserves the right to make an award on an item by item, group of items, or total award basis whichever is in the best interest of the District This contract shall be utilized on an as-needed basis. Quantities for the commodity set forth herein are estimates only. The District makes no guarantees as to the amount of work or materials that will be undertaken or purchased under this agreement. Estimated quantities shall be used for purposes of calculating the bid amounts.

Sums on the bid form must be expressed in both words and numbers and in case of discrepancy between the two, the written amount will govern.

BID PROPOSAL FORM

BID#23-24-04 OIL TANK REMOVAL/ABANDONMENT SERVICES

Oil Tanks Services

School /address	Size of Tank	Location & Job	Price
STEAM 350 Gramatan Ave.	15,000gal	underground/ Abandon in place	\$_____
Pennington 20 Fairway	12,000gal	vaulted in basement Abandon in place	\$_____
MVHS 100 California Rd.	2x 25,000gal	both underground/abandon	\$_____
Columbus 455 N High St.	5,000gal	underground/abandon	\$_____
Holmes 195 N Columbus Ave.	7,500gal	above ground/remove	\$_____
Denzel 121 S 6 th Ave	10,000gal	underground/abandon	\$_____
Williams 9 Union lane	15,000gal	underground/abandon	\$_____
Graham 421 E 5 th St.	10,000gal	underground/abandon	\$_____
Rebecca Turner 625 S 4 th Ave.	7,500gal	above ground/remove	\$_____

Lincoln 15,000gal underground/abandon \$_____

170 E Lincoln Ave.

Total: \$_____

UNIT PRICES

The District seeks pricing for removal and disposal of contaminated soil as may be required in its sole discretion and in accordance with the terms and conditions of these bid specifications. Notwithstanding the foregoing, in the event that such removal and disposal is required, the cost set forth herein shall be utilized as unit prices for such work as provided for herein.

In addition to the above, the Contractor shall provide the following costs:

Price for Removal and Disposal per Cubic Yard of contaminated soil.

\$_____

TOTAL \$_____

**FORM OF DISCLOSURE-
MOUNT VERNON CITY SCHOOL DISTRICT**

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS,
DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE FIRM:

Name

Title

-
1. Does any Mount Vernon City School District Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the firm?_____ If yes, set forth the basis upon which a financial interest exists in the firm:

2. Has the firm or any of its officers, directors, partners, or controlling principals possessed any interest in transactions heretofore entered into with Mount Vernon City School District?_____ If yes, please describe transaction(s):

3. Does any direct relative of a member of the Board, administrators, or staff possess any financial interest, directly or indirectly, in the firm? (For purpose of this inquiry a direct relative is to be defined as a parent, spouse, child or sibling.)_____If yes, set forth below the Mount Vernon City School District Board Member, administrator, or staff member whose relation possesses an interest and the relationship:

THE UNDERSIGNED AFFIRMS THAT THE ABOVE STATEMENTS ARE TRUE AND UNDERSTANDS THAT ANY FALSE STATEMENT SHALL CONSTITUTE A VIOLATION OF THE PENAL CODE OR GENERAL MUNICIPAL LAW AS APPLICABLE.

Firm: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

NON-COLLUSIVE FORM
BID PROPOSAL CERTIFICATIONS

Firm Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

The bidder certifies that he/she/it will furnish, at the prices quoted, the materials, equipment and/or services as proposed on this Bid.

II. Non-Collusive Bidding Certification

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

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

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 bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

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

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

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

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

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

Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

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 certifications referred to in subdivision I of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing, and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

The bidder affirms the above statement as true under the penalties of perjury.

Signature of Bidder: _____
(Signature of bidder or authorized representative of a corporation)

Title: _____

Sworn to before me this _____ day of _____, 2____

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), 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 bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this

_____ day of _____

201____

Notary Public: _____

DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE

WITH THE IRAN DIVESTMENT ACT

Bidders shall complete this form if they cannot certify that the bidder /contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder: _____

Address of Bidder: _____

Has bidder been involved in investment activities in Iran? _____
Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate) _____

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not, have the investment activities increased or expanded since April 12, 2012? _____

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? _____

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

I, _____ being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and the foregoing is true and accurate.

SIGNED

SWORN to before me this

_____ day of _____ 201__

Notary Public: _____

THIS FORM MUST BE SIGNED AND NOTARIZED
*****SUBMIT WITH PROPOSAL*****

HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE BIDDER AGREES TO HOLD HARMLESS AND INDEMNIFY THE MOUNT VERNON CITY SCHOOL DISTRICT, ITS BOARD OF EDUCATION, ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE MOUNT VERNON CITY 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 BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES OR 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 OR 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 SUCH LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE MOUNT VERNON CITY SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE MOUNT VERNON CITY SCHOOL DISTRICT ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE MOUNT VERNON CITY SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE MOUNT VERNON CITY SCHOOL DISTRICT.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM OR DEMAND, OR WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR 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 CONTRACTOR.

Subscribed and sworn to before me

this _____ day of _____ 2____

(Person, Firm or Corporation)

Notary Public of Commissioner of Deeds
Commission Expires _____

(Authorized Signature)

Sexual Harassment Prevention Certification Form

By submission of this bid proposal, the person signing on behalf of the bidder certifies, under penalty of perjury, that: the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace; the bidder provides annual sexual harassment prevention training to all of its employees; and that the principal(s) and all employees of the bidder have completed the sexual harassment prevention training in the last twelve (12) months. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Bidder Name:

Bidder Address: _____

Print Name and Title:

Signature: _____

Date: _____

Sworn to before me this _____

day of _____, 20____

Notary Public

BIDDER'S CERTIFICATION

The bidder certifies that he has familiarized himself with the specifications, has carefully read them, understands their contents and agrees to furnish the services as requested at the prices quoted herein.

Signature of the bidder: _____

Print Name: _____

Date: _____

Seal (if Corporation)

Sworn to before me this ___ day of _____, 2____

Notary Public of Commissioner of Deeds _____

Commission Expires _____