

DOBBS FERRY UNION FREE SCHOOL DISTRICT  
505 Broadway, Dobbs Ferry, NY 10522 Phone: 914.693.1500 Fax: 914.693.5952

# NOTICE TO BIDDERS

## 2017-2018 SCHOOL YEAR

The Dobbs Ferry Union Free School District (DFUFSD), 505 Broadway, Dobbs Ferry N.Y., Westchester County, (in accordance with Section 103 of Article 5-A of the General Municipal Law), hereby invites the submission of sealed bids for the following:

### **Tree Pruning Services—Bid# 1718-11**

**Bids must be received by the Dobbs Ferry UFSD not later than:**

**Tuesday, April 25, 2017 at 2:00 P.M.**

**Send to:**

Dave Robertin  
Director of School Facilities  
Dobbs Ferry UFSD 505 Broadway, Dobbs Ferry, NY 10522  
Phone: (914) 693-1500, Ext. 3044 Email: robertind@dfsd.org

at which time and place all bids will be publicly opened. Specifications and bid forms may be obtained online at [www.dfsd.org](http://www.dfsd.org) On blue banner under Departments - click on Business Office & Facilities - click on– Bids for Services- under 2017-2018 Bids for Services – click on appropriate bid . Vendors are requested to carefully review the *Instructions to Bidders* contained therein.

**Bids received after the above deadline will be returned unopened.**

The DFUFSD is not responsible for bids opened prior to the bid opening if bid number and opening date do not appear on the envelope.

The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the DFUFSD, as well as improper hand delivery.

**THE BOARD OF EDUCATION, IN THE BEST INTEREST OF THE SCHOOL DISTRICT, RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, AS WELL AS TO ACCEPT ANY PART OF A BID OR ALTERNATIVE BID.**

The DFUFSD reserves the right to waive any informality in the bids, or to reject all bids, or to accept any bid which in the opinion of the Board will be in its interest.

Thank you.

**Loretta Tularzko**

District Clerk

Dobbs Ferry Union Free School District

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## Attachment #1—GENERAL CONDITIONS

1. Each proposal is to be submitted in an opaque envelope marked with the name of the bidder and the bid title. Proposals must be made using Bid Forms furnished by the School District. Proposals which are incomplete, conditional or obscure may be rejected as not meeting specifications. No bid may be withdrawn pending award.
2. Any bid submitted will be binding for 45 days subsequent to the date of bid opening. This period may be extended by mutual agreement.
3. The Board of Education reserves the right to reject any and all bids in the best interest of the school district as well as to accept any part of a bid or alternative bid.
4. Do not detach or separate the sheets in this set. Submit this completed set as your bid.
5. The following documents are required with this sealed bid to meet the bidding requirements:
  - a. Bid Proposal Form completed (Attachment #3).
  - b. If the bidder is a corporation or partnership, names, addresses and title must be submitted as in Requirement #1 (Attachment #2). Corporation or Partnership Information must be completed (Attachment #4).
  - c. Affidavit of Non-Collusion" (Bid Proposal Certifications) properly signed (Attachment #5).
  - d. Hold Harmless Certification completed (Attachment #6).
  - e. Signed Iran Divestment Act Certification (attachment #8).
  - f. Certified Check or Bid Bond properly executed for 10% of the bid price or 10 times the hourly rate if applicable, payable to the Treasurer, Dobbs Ferry Union Free School District as in Requirement #2.
6. All sections of the contract documents attached thereto, or indicated to be included in the Specifications are to be an integral part of these and all specifications and contracts, and their provisions shall govern the performance and execution of the work to be done and/or the services to be rendered under this contract.
7. Submission of a bid by a contractor will be construed as indication that he is fully informed as to the extent and character of the work, labor, supplies, materials or equipment required, and can perform the work, furnish the supplies, materials or equipment satisfactorily to the full intent of the Specifications without any extras. His bid shall include the furnishing of all labor, materials, and equipment as required by the work to be done or the services to be rendered.
8. The bidder must insert in his bid, the price per unit specified, and the price extension of each item, if required. In the event of discrepancy between the unit price and the extension, the unit price will govern. Prices must be extended in decimals, not fractions.

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9. Purchases by DFUFSD are not subject to any sales or Federal Excise Tax. Exemption Certificates will be furnished upon request.
10. The Board reserves the right to require any bidder to submit a sample either before or after the awarding of the contract to ascertain whether or not the product will be suitable for the purpose for which it is to be used.
11. In awarding any contract, DFUFSD may select a number of units within a range of 25% above or below the number of units for which a bid was required for such item. The purchase of additional units within 180 days after contract has been awarded shall be at the same price per unit as quoted in this bid.
12. The successful bidder shall include in his bid and pay all freight and delivery charges. The successful bidder shall be responsible for delivery of the merchandise in good condition to the place set forth in the Specifications or the purchase order, in compliance with the Specifications. Any damaged merchandise or merchandise which does not comply with the Specifications will not be accepted by DFUFSD. The successful bidder must replace such damaged merchandise or merchandise which does not comply with the Specifications before payment will be made.
13. Whenever, within one year of final acceptance of the apparatus, equipment, supplies, or materials by DFUFSD, the contractor is notified in writing by the Board that any item of apparatus, equipment, supply, material and/or workmanship has proven defective or is not meeting the Specification requirements, he shall immediately replace, repair or otherwise correct, as the Board may determine, the defect or deficiency without cost to the Board.
14. When any particular brand or article is specified, it is to be regarded as a standard. Any other equal in quality, finish and durability, in the opinion of the Board, will be considered. When a bidder proposes to furnish the equivalent of any article described in these Specifications he shall attach to his bid complete specifications including pictures or written notations showing in detail deviations from the original request. The contractor may later be required to submit samples before contract is awarded. If no such information is attached to his bid, it shall be taken for granted that he will furnish the article specified and will not submit an equivalent after his bid is opened and recorded.
15. Any changes made in specifications after the contract is awarded must be mutually agreed to in writing. No oral agreement made between any party of the first part and DFUFSD and/or its representative(s) will be valid.
16. In all cases the decision of DFUFSD will be final.
17. The contract shall be in effect for the fiscal year July 1, 2016 - June 30, 2017. The contract may be extended or renewed at its expiration date upon the mutual consent of parties for additional one-year periods. 60 days' notice of renewal or non-renewal by either party shall be required prior to the contract expiration date. Such renewals shall not extend the original contract period beyond five years from the date service commences. The Board of Education in electing to extend the contract as provided herein, may in its discretion, increase the amount to be paid in each year of the contract extension by an amount not to exceed the regional consumer price index for the New York, NY-Northeastern, NJ area based upon the index for all urban consumers (CPI-U), at May 1<sup>st</sup> during the preceding twelve-month period, provided it has been satisfactorily established by the contractor that there has been at least an equivalent increase in the amount of the cost of operation, during the period of the contract.

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## Attachment #2—TERMS AND CONDITIONS

1. The bidder, if a corporation, shall submit the names, home addresses and titles of its corporate officer(s). If a partnership, like information concerning its partners (**Attachment #4**).
2. All bids must be accompanied by a Certified Check for ten (10) percent of the amount of the bid or ten times the hourly rate if applicable made payable to the Treasurer, Dobbs Ferry Union Free School District or a Bid Bond in the amount of ten (10) percent of the amount of the bid, or 10 times the hourly rate if applicable as a guarantee that in the event the contract is awarded to the bidder, he will execute the contract. Upon failure to do so, he will forfeit the Certified Check or Bid Bond as liquidated damages. The bid bonding company must be A.M. best rated.
3. The successful bidder, if performing or subletting general construction services, shall provide insurance as specified
  - A. FOR ALL COVERAGES:** Any deductibles or self-insured retentions must be declared to and approved by the District. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its Board of Education (Board), officers, employees or volunteers.
  - B. COMMERCIAL GENERAL LIABILITY INSURANCE:** "Occurrence" form, including Premises-Operations, Products-Completed Operations, Contractual, Personal Injury, Owner-Contractor Protective and Fire Damage Legal Liability. Coverage shall be in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate.
  - C. AUTOMOBILE LIABILITY INSURANCE:** Minimum requirements: \$5,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - D. WORKERS' COMPENSATION & EMPLOYERS LIABILITY:** Statutory Workers' Compensation and Employers' Liability Insurance is required for all of contractor's employees to be engaged in work under the contract, and if such work is sublet, the contract shall require the subcontractor to maintain similar coverage for all of his employees.

A Workers Compensation Insurance Certificate must be submitted to the District by the contractor before the start of the contract and it must meet the requirements of the Workers' Compensation law for the State of New York. Submit all Workers' Compensation Certificates on form C-105.2, or if funded through the New York State Insurance Fund, on form U-26.3.

This insurance must be purchased from a New York State licensed, A.M. Best Rated company. The Dobbs Ferry Union Free School District and the Dobbs Ferry Board of Education, with the exception of Workers' Compensation and Employers Liability Insurance, shall be named as additional insured on a primary and non-contributory basis. Contractor must submit additional insured endorsement(s) to the District for review, covering both ongoing and completed operations as applicable. Examples of acceptable endorsements include CG 20 10 11 85, or CG 20 33 with CG 20 37. On construction contracts please provide the New York Construction Certificate of Liability Insurance Addendum Accord 855 2014/05 as well. A copy of the certificate of insurance, endorsement(s) and workers' compensation certificate must be submitted to the District, with a provision that in the event the policies are either canceled or diminished, at least 30 days prior written notice by Certified mail, return receipt requested, thereof shall be given to the District. The Company shall not commence work under this contract until they have obtained all insurance as required and such insurance has been approved by the District. The Company shall require any subcontractor(s) to provide all of the requirements of this section before any work is to commence.

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4. The contractor may not assign, let or sublet the contract without written permission from the Board of Education or its designee.
5. The successful bidder must be a responsible bidder qualified and prepared to perform the work required as indicated in these specifications, and who has the necessary financial backing and ability to perform the work. The bidder must furnish to the District, should the District request financial statements by a Public Accountant licensed to do business in the State of New York covering the firm's finances for one year prior to the bid. The District reserves the right to reject the bid of any Bidder that fails to satisfy the District that such bidder is qualified to carry out the obligations of the contract and to complete the work contemplated therein.
6. The successful bidder agrees to allow an audit, if necessary, of any and all financial records relating to this contract by the State of New York, the District or its designee.
7. The Board of Education shall have the right to reject any or all bids without any liability on the part of the school district or the Board of Education. The contract will be awarded, if at all, to the lowest responsible bidder as determined by the District in accordance with the provisions of the law. However, the Board authorizes that purchase contracts may be awarded on the basis of best value, as defined in State Finance Law #163.

In determining whether a bidder is responsible, the bidder's financial performances shall not be the only criterion. The Board of Education is just as concerned with the proven ability of the bidder to satisfactorily perform his contract so that the services contracted for will be delivered on time and in accordance with the specifications. The Board of Education has the right to take into consideration past performance of contractors used by the District and other reliable references. The Board of Education shall be the sole judge of which contractors are considered responsible bidders.
8. Any award is subject to the approval of the District's Board of Education and the perspective contractor's signature on the attached Bid Form indicates acceptance of this clause.
9. If identical bids are submitted by two or more bidders, the Board of Education reserves the right to award the contract to the bidder that the Board determines can best meet the terms, conditions and specifications contained herein or the Board may reject all bids and rebid.
10. The Board shall have the right and may declare that the Contractor is in default on the whole or any part of the work and may immediately cancel the contract:
  - a. for failure to provide safe and/or efficient service.
  - b. if the contractor becomes insolvent.
  - c. if the contractor has not maintained a work force sufficient to meet the obligations of the contract including the established schedule upon which it is based.
  - d. if the contractor violates any term of the contract.
11. As required by Section IO3-D of the General Municipal Law, it is necessary for each bidder to sign a non-collusive bidding certificate (Attachment #3) which is furnished herein.

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12. **BIDDERS MUST MEET THE FOLLOWING CRITERIA:** All equipment will be covered by a one-year on-site hardware warranty with full parts and labor and contractor must be able to respond to any related problems within 24 hours.
13. **CONTRACTOR'S RESPONSIBILITY:** Bidders, before submitting their bid, shall make a careful examination of the existing and specified area; take such measurements as they deem necessary; make their own estimates of the amount and character of the work to be done and of the difficulties and facilities attending its proper execution; include in their bid such sums as they deem proper and sufficient to cover the cost of every item of labor, equipment, and materials necessarily involved or that can be reasonably inferred as required, necessary, essential or indispensable for the proper execution and completion of the contract, notwithstanding that every item is not specifically mentioned herein, and to cover the cost of the contingency not otherwise herein provided for. No claims for compensation for extra work due to ignorance on the part of the contractor of any existing condition will be considered or allowed.
14. **QUALIFICATIONS:** Bidders must include with their proposal, a minimum of three (3) references where the bidder provides or has recently provided similar services to the services described herein. References must include contact names and telephone numbers. Bidders must also demonstrate that the firm or at least one principal in the firm has been providing the necessary services for a minimum of three (3) years. Failure to include this information with the bid may result in the bid's rejection.
16. **BILLING AND PAYMENT** Upon being awarded a bid, the contractor shall submit to the District completed Electronic Purchase and Payment forms (attachment #7) and a completed W-9 tax ID form. Failure to submit this information will null and void the contract award. Upon the complete satisfaction of the District, payment will be made after presentation of the vendor's invoice. All invoices that include labor charges based on hourly rates as per bid specs must include certified payroll and must list the number of hours and the hourly rate, with a total charge for labor. All invoices that include materials must itemize the cost of materials and provide copies of original invoices when invoicing for any individual item over \$500. In addition, invoices must state location of work- e.g., school, building, room number. The District reserves the right to request original receipts on any items purchased.
15. **PREVAILING WAGE:** All wages and supplements paid to laborers on this contract shall be in accordance with the New York State Department of Labor Prevailing Wage Schedule, specifically "General Construction Rates" for Westchester County. The schedule is available on the Department of Labor's web site at <http://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm> and is incorporated by references in these special conditions. **Certified payroll must be submitted with each invoice.**
16. **LAWS ORDINANCES, CODES, ETC:** The contractor shall comply with all federal, state and local laws, codes rules and regulations applicable to the work to be performed at the site. All work shall comply with Local, State and National codes of all authorities having jurisdiction, including but not limited to National Electric Code, Plumbing Codes, New York State Education Department Law and Regulations, and OSHA regulations.
17. **PERMITS:** Any and all permits lawfully required to perform the work and all approvals of work performed, required by authorities having jurisdiction, shall be obtained by the contractor who shall pay all lawful charges for same.
18. **LICENSING/SKILLS:** Workers shall be skilled in the trade in which employed and, where required, shall be licensed to perform the work by the authority having jurisdiction.

**Tree Pruning Services—Bid# 1718-11**  
**Attachment #3—SPECIFICATIONS**

The district projects the range of necessary service hours at 200 to 300 hours.

*Typical work will include:*

1. *Removal of dead growth more than twelve (12) feet above the ground.*
2. *Reshaping of trees.*
3. *Root feeding of trees.*
4. *Removal of diseased or dead trees.*
5. *Stump grinding below ground level.*
6. *Any other task associated with the improvement of the healthy growth of trees.*

It is expected that the contractor will have all of the equipment at their disposal to attend to any small scale projects located at any of the school sites. **Equipment costs will be included in the hourly labor rates.**

**NAME AND LOCATION OF SCHOOLS**

Dobbs Ferry HS/MS	505 Broadway, Dobbs Ferry, NY 10522
Springhurst Elementary	175 Walgrove Avenue, Dobbs Ferry, NY 10522

**Bids must be received by the Dobbs Ferry UFSD not later than:**

**Tuesday, April 25, 2017 at 2:00 P.M.**

Send to:

Dave Robertin  
Director of School Facilities  
Dobbs Ferry UFSD  
505 Broadway, Dobbs Ferry, NY 10522  
Phone: (914) 693-1500, Ext. 3044 Email: robertind@dfsd.org

**Bids received after the above deadline will be returned unopened.**

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## Tree Pruning Services—Bid# 1718-11

Attachment #3—SPECIFICATIONS continued (P. 2 OF 2)

We propose to furnish, as required, labor and/or materials for TREE PRUNING SERVICES in accordance with all the provisions and stipulations contained in the terms, conditions and specifications at any of the following locations:

### NAME AND LOCATION OF SCHOOLS

Dobbs Ferry HS/MS	505 Broadway, Dobbs Ferry, NY 10522
Springhurst Elementary	Walgrove Avenue, Dobbs Ferry, NY 10522

We have read the instructions and specifications and understand that due to the undetermined aspects of the prospective jobs involved, a degree of cooperation may exist between the contractor and the district. In view of the aforementioned, in compliance with the proposal submitted by the district, we bid the following:

### Hourly Rates

*(Effective for One Year from Date of Contract.)*

Laborer	\$ _____ / Hr.
Tractor and Operator	\$ _____ / Hr.
Stump Machine and Operator <i>(Be included in the hourly labor rates)</i>	\$ _____ / Hr.
Log Truck and Operator	\$ _____ / Hr.
Bucket Truck	\$ _____ / Hr.
Chipper	\$ _____ / Hr.
30 Yard Dumpster Fee	\$ _____ / Hr.
Westchester County Approved Dumping Site	\$ _____ / Hr.

**Note:** All tree trunks, limbs and branches too large to chip, must be removed from school district property.

\* No bid will be considered for the award unless submitted on this signed Proposal Form accompanied by the signed Bid Proposal Certification Form (attachment #5).

Name: \_\_\_\_\_

Bidder: \_\_\_\_\_  
(Company)

Tax ID #: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



**Attachment #4—CORPORATION OR PARTNERSHIP INFORMATION**

Bid No.: \_\_\_\_\_

Company: \_\_\_\_\_

TAX ID #: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: (    ) \_\_\_\_\_

FAX: (    ) \_\_\_\_\_

Email: \_\_\_\_\_

Owner/Partner(s)

Name: _____	Title: _____
_____	_____
_____	_____
_____	_____
_____	_____

**Attachment #5—BID PROPOSAL CERTIFICATION**

(Non-Collusive Bidding Certification)

Date of Bid: \_\_\_\_\_ Bid No.: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Tax ID #: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

**I. General Bid Certification**

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

**II. Non-Collusive Bidding Certification**

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

**Statement of non-collusion in bids and proposal 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 the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

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- 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 furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (A), (1), (2) and (3) above have not been complied with the bid shall not be considered unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, determines that competition has not been restricted.

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

1. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non- collusion as the act and deed of the corporation.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment #6—HOLD HARNESS CERTIFICATION**

Bid No.: \_\_\_\_\_

The \_\_\_\_\_ hereby agrees to defend, indemnify and hold harmless the Dobbs Ferry Union Free School District from and against any and all liability, loss, damage, claim or action, to the extent permissible by law, arising out of operations performed or services provided by the contractor under the contract including but not limited to the transportation of individuals by the \_\_\_\_\_, its employees, agents, servants and volunteers.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

Date signed: \_\_\_\_\_

**Attachment #7—ELECTRONIC PURCHASE ORDERS AND PAYMENTS**

**VENDOR PAYMENT FORM**

TO: ALL VENDORS  
FROM: Sylvia Fassler-Wallach  
SUBJECT: PURCHASE ORDERS AND PAYMENTS

Purchase orders and payments to vendors from the Dobbs Ferry Union Free School District are sent electronically. Payments are sent out via ACH with your bank or credit card through Commerce Bank. To facilitate receipt of electronic purchase orders and payments, please complete the following:

NAME OF COMPANY: \_\_\_\_\_  
NAME OF CONTACT PERSON: \_\_\_\_\_  
EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_  
EMAIL ADDRESS FOR PURCHASE ORDERS: \_\_\_\_\_  
NAME OF BANK: \_\_\_\_\_  
ACCOUNT NUMBER: \_\_\_\_\_  
ROUTING NUMBER: \_\_\_\_\_  
EMAIL ADDRESS FOR DEPOSIT NOTIFICATONS/TELEPHONE# \_\_\_\_\_

Should you prefer to be paid by a credit card, please check the box below. We will instruct our Commerce Bank representative to contact you to facilitate credit card payments.

We prefer credit card payments. A representative from Commerce Bank will be in contact to set up a credit card account.

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**Please return this information to: Liana Majernik - Business Office**  
Dobbs Ferry Union Free School District  
505 Broadway, Dobbs Ferry, NY 10522  
By Email: majernikl@dfsd.org | By Fax: 914-693-5952

**505 Broadway, Dobbs Ferry, New York 10522 Tel: (914) 693-1500 Fax (914) 693-5952**

**Attachment #8—IRAN DIVESTMENT ACT CERTIFICATION**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, 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), 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, Bidder/Contractor (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, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to 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 renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the New York State Education Department (AGENCY) receive information that a person is in violation of the above-referenced certification, AGENCY 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 AGENCY 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.

AGENCY reserves the right to reject any bid 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: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: : \_\_\_\_\_