



**GREENVILLE CENTRAL SCHOOL DISTRICT**  
**P.O. BOX 129**  
**4982 STATE ROUTE 81**  
**GREENVILLE, NY 12083**  
**(518) 966-5070 EXT. 511**

**BID SPECIFICATIONS FOR:**

**CAMPUS-WIDE**

**Security Film – Exterior**  
**entryway doors and sidelites**

***Bids Due 10:00 a.m. TUESDAY, May 23, 2023***

GREENVILLE CENTRAL SCHOOL DISTRICT hereby invites the submission of sealed bids for furnishing all the necessary labor, material and equipment for Security Film -Exterior entryway doors and sidelites. Sealed bids will be accepted by mail or in person at the address listed below until **10:00 a.m. on Tuesday, May 23, 2023** at which time they will be publicly opened and read.

Greenville Central School District  
District Office  
4982 State Route 81  
Greenville, NY 12083  
Attn: Janet Maassmann, Business Official

All bids must be enclosed in a **sealed envelope** endorsed on its face with the name of the person, firm or corporation making such proposal, the bid date and time, the date of its presentation, and titled **“Security Film- Exterior entryway doors and sidelites 2023– DO NOT OPEN”**.

**\*\*\*\*\*PREVAILING WAGE\*\*\*\*\***

As per the attached, Contractor shall pay to each employee not less than the prevailing hourly wage rate for the trade or occupation of each employee in accordance with Section 220, sub-division 3, and 220-d of the Labor Law of the State of New York. Minimum wage to be as set forth in New York State Prevailing Wage Rate scale. Further information on Prevailing Wage guidelines is available on line at: <http://www.labor.state.ny.us>.

Contents

I. SCOPE OF WORK.....3

II. BIDDING PROCEDURES AND REQUIREMENTS .....3

III. GENERAL CONDITIONS.....5

IV. CONTRACT CONDITIONS.....9

V. CONSTRUCTION SPECIFICATIONS .....10

VI. BIDDER INFORMATION .....11

VII. INDEMNIFICATION AGREEMENT .....11

VIII. NON-COLLUSIVE BIDDING CERTIFICATION .....12

IX. HOLD HARMLESS AGREEMENT.....13

X. IRAN DIVESTMENT ACT CERTIFICATION .....14

XI. BID FORM .....15

## I. SCOPE OF WORK

- i) Contractor shall furnish all necessary labor, material and equipment to apply security film on exterior entryway doors and sidelites at the following location:

Scott M. Ellis Elementary School  
11219 State Route 32  
Greenville, NY 12083

- ii) Contractor shall furnish all necessary labor, material and equipment to apply security film on exterior entryway doors and sidelites at the following location:

Greenville CSD Middle School and High School  
4982 State Route 81  
Greenville, NY 12083

**ALL work must be completed on or before the end of the day (5 p.m.) by  
Thursday, August 31, 2023**

There will be no pre-bid meeting.

All bidders are strongly recommended to schedule an appointment with the Director of Facilities III to familiarize themselves with any conditions which may affect the performance and the proposed prices.

Appointment times will be between the hours of 9 a.m. to 3 p.m. on Wednesday, May 17, 2023.

Please contact the Director of Facilities III to schedule an appointment:

Rich Outtrim  
Director of Facilities III  
Greenville CSD  
4972 State Route 81  
Greenville, NY 12083  
(518) 966-5070 ext. 462  
[outtrimr@greenvillescd.org](mailto:outtrimr@greenvillescd.org)

## II. BIDDING PROCEDURES AND REQUIREMENTS

All bids must be enclosed in a **sealed envelope** endorsed on its face with the name of the person, firm or corporation making such proposal, the bid date and time, the date of its presentation, and the title **“Security Film – Exterior entryway doors and sidelites 2023 – DO NOT OPEN”**

Bidder must submit with the bid the following completed forms:

- Bidder Information – Page 11
- Indemnification Agreement – Page 11
- Non-Collusive Bidding Certification – Page 12
- Hold Harmless Agreement – Page 13
- Iran Divestment Act Certification – Page 14
- Bid Form – Page 15
- Proof of Insurance (Certificate of Insurance Liability)
- W-9 Form (Available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

No interpretation of the meaning of the specifications or other contract document will be made to any Contractor orally. Every request for such interpretation should be made in writing via e-mail to:

Janet Maassmann  
Business Official  
[maassmannj@greenvillesd.org](mailto:maassmannj@greenvillesd.org)

### III. GENERAL CONDITIONS

All invitations to bid issued by Greenville Central School District will bind bidders and successful bidders to the conditions and requirement set forth in these general conditions and such conditions shall form an integral part of each contract awarded by the GREENVILLE CENTRAL SCHOOL DISTRICT.

#### A. **DEFINITIONS**

"School District"	shall be the legal designation of the Greenville Central School District.
"Board"	The Board of Education.
"Bid"	an offer to furnish materials, supplies and/or equipment in accordance with the notice to bidders, the general conditions and special instructions, and the specifications.
"Bid Sheet"	the form on which the bidder submits the bid.
"Bidder, Contractor, Vendor"	any individual, company or corporation submitting a bid.
"Successful Bidder"	any bidder to whom an award is made by the School District.
"Specification"	description of contract work to be done.
"Contract"	notice to successful bidder by issuance of purchase order

#### B. **BID S**

1. The date and time of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on and in accordance with forms provided by the Board.
3. All bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of School District. Whether sent by mail or by means of personal delivery, the bidder assumes the responsibility for having bid deposited on time at the place specified.
4. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with specifications. Furthermore, the Bidder represents it is acquainted with work site conditions under which the contract work is to be performed.
5. Prices and information required, except signature of bidder, should be typewritten or printed clearly. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
6. No charge will be allowed for federal, state, or municipal sales and excise taxes since the School District is exempt from such taxes.
7. All bids and accompanying documentation become the property of the School District. The School District reserves the right to reject any and all bids received, to modify the

proposal and award, and to reissue a request for bids if it deems that it is not satisfied with the responses or is unable to proceed with and award at this time.

8. Under penalty of perjury, the bidder certifies that:

(a) The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for bids and,

(b) The contents of the bid have not been communicated by the bidder, nor to its best knowledge and belief, by any of its employees or agents to any person not an employee or agent of the bidder, or its surety, on any bond furnished herewith prior to the official opening of the bid.

9. All bids must be sealed. All bids must be addressed to: Janet Maassmann, Business Official, Greenville Central School District, P.O. Box 129, 4982 State Route 81, Greenville, NY 12083. Bid envelope must be clearly marked " **Security Film -Exterior entryway doors and sidelites BID-DO NOT OPEN**". Also the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope.

10. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, to the Business Official, not later than two (2) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the School District in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.

11. The Contractor has the burden to provide proof that all insurance certificates, permits, licenses, franchise agreements, etc. have been renewed and are up to date. Failure to do so may disqualify the Contractor from bidding.

**C. AWARD**

12. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, their conformity with the specifications, the purposes for which required and the terms of delivery. Anticipated action to accept bid(s) will be at the **June 12, 2023** Board of Education business meeting.

13. The School District reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part to waive technical defects; qualifications; irregularities, and omissions if in its judgment the best interests the School District will be served.

14. The School District reserves the right to make awards within seven (7) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.

15. The School District, at its discretion, may choose to award all, part, or none of this work as a result of this bid. The School District reserves the right to award the contract in its entirety to one Contractor, or a portion thereof to one Contractor without awarding the remaining portions to any Contractor, if the School District so chooses. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award bids on individual items or on total sums.

16. If the Contractor, prior to the submission of his bid, fails to notify the School District in writing of the existence of any condition, ambiguity, inconsistency or error in any of the contract documents, or of a conflict between provisions in a contract document and provisions of a State Law or any applicable code, their bid will be conclusively presumed

to have been based upon the interpretation of such ambiguity or inconsistency, or the directions correcting such error or conflict which may subsequently be given.

17. In the event of conflict, ambiguity and/or unclear circumstances between any of the requirements of the Contract Documents, the requirement that is most inclusive and of highest quality, quantity, and/or cost shall govern. The Contractor shall (1) provide the better quality or greater quantity of work and/or (2) comply with the more stringent requirement; either or both in accordance with the School District representative's interpretation. The Contractor herewith agrees that no extra compensation shall be awarded to the Contractor based upon a claim of conflict, ambiguity or unclear circumstances in the Contract.

**D. CONTRACTS**

18. Each bid will be received with the understanding that the acceptance thereof in writing by Purchase Order or award letter by the School District, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the School District. The contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. The contract shall bind the School District on its part to order from such successful bidder (except in the case of emergency) and to pay for at the contract prices.

19. The placing in the mail of an Award Letter or Purchase Order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.

20. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the School District, or fails to make replacement of rejected work when so requested, immediately or as directed by the School District, the School District may contract with other sources. On all such contracts, the successful bidder agrees to reimburse the School District promptly for any excess costs, or costs incurred as a result of contracting with other sources.

21. The quality of service, including Contractor records, shall be subject to inspection by the School District at any time. Should it be found that quality of services being performed is not satisfactory, or that the requirements of the specifications are not being met, the School District may terminate the Contract for cause and employ another Contractor to fulfill the requirements of the Contract. On all such contracts, the successful bidder agrees to reimburse the School District promptly for any excess costs, or costs incurred as a result of contracting with other sources.

22. Cancellation of contract for any reason may result in removal of the successful bidder's name from consideration for future proposals.

23. 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 contracts, to any other person, company, or corporation without the previous written consent of the School District.

24. The School District retains the right at all times to terminate the contract for cause, upon written notice to the Contractor.

**E. REPAIR TO ANY DAMAGE**

25. The successful bidder guarantees to furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.

**F. LABOR LAW REQUIREMENTS**

26. In accordance with Section 220 of the New York Labor Law, the Industrial Commissioner, Department of Labor, State of New York, the prevailing rates of wages, including supplemental benefits thereto are to be provided to workers, laborers and mechanics employed on public work projects at the time the work is being performed by the successful vendor. A rate schedule for this project is available from the New York State Department of Labor and will also be attached to the award.

27. Certified Payroll Reports must be submitted with request for payment.

**G. HOLD HARMLESS**

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

**J. INSURANCE**

29. Prior to commencing work, the vendor shall obtain, at its own cost and expense, the following insurance by insurance companies licensed in the State of New York with a rating of A or A+ and shall provide evidence of such insurance to the School District. The policies or certificates thereof shall provide that ten days (10) prior to cancellation or material change in the policy, notices of same shall be given to the School District by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the vendor and identify the agreement. The policy shall state that the organization's coverage shall be primary coverage for the School District, its board of education, employees, and volunteers. The School District shall be listed as an additional insurer or a primary and non-contributory basis.

(a) Worker's Compensation and NYS Disability - Statutory Worker's Compensation, Employer's Liability and NYS Disability Benefits Insurance for all employees in compliance with the laws of the State of New York.

(b) Commercial General Liability Insurance with a minimum limit of liability of \$1,000,000 (one million dollars) per occurrence/\$2,000,000 (two million dollars) aggregate, naming the School District as additional insured. This insurance shall indicate on the Certificate of Insurance the following coverage:

1. Premises - Operations
2. Broad Form Contractual
3. Products and Completed Operations
4. Personal Injury
5. Broad Form Property Damage

(c) Automobile Liability Insurance, with a minimum limit of liability of \$1,000,000 (one million dollars) combined single limit for owned, hired, and borrowed and non-owned motor vehicles naming the SCHOOL DISTRICT as an additional insured. This insurance shall indicate on the Certificate of Insurance that any and all automobiles are covered.

30. The following Indemnification Agreement shall be and is hereby, a provision of the agreement and shall be endorsed on the reverse side of all Certificates of Insurance.



The Vendor agrees:

- (a) Except of the amount, if any, of damage contributed to, caused by, or resulting from the negligence of School District, the vendor agrees to indemnify and hold harmless School District, its officers, employees and agents from and against any and all liability, damage, claims, applicable deductibles, demands, costs, judgments, fees, attorneys' fees or losses arising directly or indirectly out of the performance or failure to perform hereunder by the vendor or third parties under the direction or control of the vendor.
- (b) To provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all others costs and expenses thereto.

This agreement is limited only by the applicable provisions of the New York State General Obligations Law or other applicable statutes of New York State Law.

#### IV. CONTRACT CONDITIONS

Work will be performed in a diligent and professional manner and in accordance with best practice and industry standards.

Contractor shall be legally responsible for compliance with all state, federal or local laws, regulation or ordinance relating to the job.

All labor shall be performed by trade person(s) skilled in the trade they are performing. At the time of the bid, the Contractor and the trade person(s) performing the work must possess the appropriate licenses, certifications and training necessary to perform work covered under this contract. Documentation shall be made available to the School District on request.

Contractor shall not employ individuals or means which may cause stoppage or delay in the work under this Contract or that of any other Contractor or any work in or about the premises of these buildings or any building or premises under the control of the School District.

The Contractor shall furnish adequate supervisory and labor personnel to insure the project is completed according to the agreed upon schedule. The School District reserves the right to reject and bar from the facility any employee hired by the Contractor.

The School District will not be responsible for receiving deliveries, or for the loss, theft, or damage of materials, supplies or other items belonging to the Contractor. Stored materials shall be the responsibility of the Contractor until they are installed or accepted by the School District.

Work areas shall be clearly delineated and access restricted if necessary in a manner acceptable to the School District. The Contractor is responsible to protect their work and secure their work area(s) to prevent injury and vandalism.

Contractor shall protect all persons and property from odors, dust and other environmental hazards resulting from contract related activities.

Contractor shall protect from damage the property upon which the work is to be done as well as surrounding properties and if any damage occurs shall, at contractor's own expense, repair or otherwise make good such damage to the entire satisfaction of the School District. Old materials are the property of the Contractor unless otherwise specified.

Contractor shall strictly adhere to work hour restrictions in place at the time of construction. The Superintendent or Designee may stop work at any time in case of emergency or if it is determined that the construction operations are interfering with or causing an unsafe condition, in which case there will be no claim for delay.

Contractor shall at all times keep the premises free from accumulation of waste materials or

rubbish generated by their employees or work. At the end of every day/shift, work areas shall be cleaned, and materials, tools and equipment stored in a place and manner acceptable to the School District. At the completion of the work, the Contractor shall remove all rubbish and surplus material from the site and legally dispose of it, leaving the work area clean and ready for use.

Contractors may not utilize any asbestos containing materials and may not disturb any existing asbestos containing material. Prior to working in an area where the Contractor suspects the presence of asbestos, Contractor must notify the School District representative to discuss the procedures to be followed.

## V. CONSTRUCTION SPECIFICATIONS

Security Film – Exterior entryways doors and sidelites specifications (or equal):

1. A minimum of 23-Mil thickness Security Film
2. Installation must meet impact resistance to ANSI Z97.1 standard

**Section A** all exterior doors (21) that have windows, sidelites (6) and a transaction window (1).

**Section B** all exterior doors(32) that have windows, sidelites (2) and a transaction window(1).

The District will award to the lowest responsible bidder based on totaling all of the sections together. The District reserves the right to not award on one or more sections in which case the lowest responsible bidder will be the lowest on the sections awarded.

*All bidders are responsible for verifying actual square footage of area and the appropriate apportioned sections.*

**Bids Due 10:00 a.m. TUESDAY, May 23, 2023**

**ALL work must be completed on or before the end of the day (5 p.m.) by  
Thursday, August 31, 2023**

## VI. BIDDER INFORMATION:

Please provide the full name and corporate address of your organization.

Name of Organization: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone number: (\_\_\_\_) \_\_\_\_\_ Fax number: (\_\_\_\_) \_\_\_\_\_

E-mail address &/or website: \_\_\_\_\_

## VII. INDEMNIFICATION AGREEMENT

The Contractor agrees:

- that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Greenville Central School District, the Contractor agrees to indemnify and hold harmless the Greenville Central School District, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Consultant or third parties under the direction or control of the Consultant; and
- to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the Agreement and to bear all other costs and expenses related thereto.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
NAME OF ORGANIZATION

\_\_\_\_\_  
DATE

## VIII. ON-COLLUSIVE BIDDING CERTIFICATION

Name of Organization	
Business Address	
Telephone Number	Date of Bid

I. General Bid Certification

The bidder certifies that he will furnish, 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 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 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 knowingly been disclosed by the bidder and will not 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 bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that 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 subparagraph 1 (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to 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.

---

**AUTHORIZED SIGNATURE**

---

**TITLE**

---

**DATE**

**IX. HOLD HARMLESS AGREEMENT**

**GREENVILLE CENTRAL SCHOOL DISTRICT  
P.O. BOX 129, 4982 STATE ROUTE 81  
GREENVILLE, NY 12083**

**HOLD HARMLESS AGREEMENT**

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

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

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

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

This Indemnification, Defense and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that 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.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME OF ORGANIZATION: \_\_\_\_\_

**X. IRAN DIVESTMENT ACT CERTIFICATION**

**GREENVILLE CENTRAL SCHOOL DISTRICT  
P.O. BOX 129, 4982 STATE ROUTE 81  
GREENVILLE, NY 12083**

**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. A list of “Entities Determined to Be Non-Responsive Bidders/offers pursuant to The New York State Iran Divestment Act of 2012” can be obtained at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

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 Greenville Central School District receive information that a person is in violation of the above-referenced certification, Greenville Central School District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Greenville Central School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Greenville Central School District 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.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME OF ORGANIZATION: \_\_\_\_\_

**XI. BID FORM**

Name of Organization: \_\_\_\_\_

The undersigned hereby proposes and agrees to comply with **ALL** bid specifications and provide service at the following rates:

**Section A-Elementary School**

\$ \_\_\_\_\_

Additional fees (if any) provide explanations: \$ \_\_\_\_\_

**Specify thickness of film** \_\_\_\_\_

---

**Section B-Middle School and High School:**

\$ \_\_\_\_\_

Additional fees (if any) provide explanations: \$ \_\_\_\_\_

**Specify thickness of film** \_\_\_\_\_

---

---