

Cornwall Central School District

REQUEST FOR PROPOSALS FOR CHAIN LINK FENCE SERVICES (ID# CLF-1)

September 18, 2020

**Cornwall Central School District
Assistant Superintendent for Business
24 Idlewild Avenue
Cornwall-On-Hudson, NY 12520
(845) 534-8009 FAX (845) 534-9032**

I. OVERVIEW

The Cornwall Central School District (hereafter “the District”) is seeking proposals from chain link fencing contractors (thereafter “the firm”) to provide chain link fencing services. The specifications included herein, as well as the awarded bidder’s proposal, will represent the Agreement between the District and the chain link fencing firm.

To be considered, Harvey Sotland, Assistant Superintendent for Business, must receive a proposal by **10:00 A.M.** on **October 1, 2020**.

II. SCOPE / SPECIFICATIONS OF SERVICES

A. Term

The District is soliciting the services of a qualified chain link fencing firm to provide chain link fencing services for the term beginning in the 2020-21 school year (October 6, 2020 through June 30, 2022). At the discretion of the Board of Education, these services may be renewed for an additional two year term with an annual increase of the lesser of 2% or CPI (based May to May CPI index). The firm agrees that it will not delegate or subcontract its responsibilities under an agreement without the express written permission of the Cornwall Central School District.

B. Scope / Specifications of Work to be Performed

The firm shall provide a variety of chain link fencing services on an as-needed, on-call basis. Typical work to be performed will include, but not be limited to the following types of services:

- a. new installation
- b. repairs

C. Firm Responsibilities

- The firm shall furnish all supervision, labor, equipment, tools, and incidentals to perform chain link fencing services at various District facilities. The firm shall pay all fees, incur all expenses, and secure all permits necessary to complete the work in every respect.
- Any shutdown of service and/or utilities must be approved and scheduled with Walter Moran, Director of Facilities.
- The firm must comply with all federal and state safety regulations including but not limited to Occupational, Safety, and Health Administration (OSHA).
- The District will not be responsible for bidders’ expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

D. Insurance Requirements

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the firm hereby agrees to effectuate the naming of the District as an Additional Insured on the firm's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the District as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to Conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create additional vulnerability and costs for the District.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
 - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rest solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance.
3.
 - a. The certificate of insurance must describe the services provided by the firm that are covered by the liability policies.
 - b. At the District's request, the firm shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the firm will provide a copy of the policy endorsements and forms.
4. The firm agrees to indemnify the District for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
The general aggregate shall apply on a per-project basis (where applicable).
 - b. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - c. **Workers' Compensation and NYS Disability Insurance**
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) 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. A person seeking an exemption must file a CE-200 Form

with the state. The form can be completed and submitted directly to the WC Board online.

d. **Umbrella/Excess Insurance**

\$3 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.

6. The firm acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The firm is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

E. Early Termination

If the awarded bidder fails to perform in accordance with said agreement, the District reserves the right to cancel the agreement and purchase the balance of the services from other sources, with the awarded firm responsible to the District for any cost in excess of their proposed/awarded fee. Such notification will be provided to the firm via certified mail.

III. DESCRIPTION OF THE SCHOOL DISTRICT

A. Contact Persons

The firm's principal contact with the Cornwall Central School District will be the Assistant Superintendent for Business, Harvey Sotland (845-534-8009 ext. 7112).

B. Background Information

The fiscal year of the District is July 1 through June 30.

The District provides educational services from kindergarten through the twelfth grade. The District, located in Orange County in the State of New York, is approximately 60 miles north of New York City. The District has a student population of approximately 3,100. The District has three elementary schools, one middle school and one high school. The District has approximately 480 full and part-time employees. The District is governed by nine Board of Education members. The Central Administration is comprised of the Superintendent of Schools, Assistant Superintendent for Business, Assistant Superintendent for Curriculum and Instruction, Director of Pupil Personnel Services, Director of Buildings and Grounds, Director of Human Resources, Director of Food Services, Director of Guidance, Director of Health and Safety, and Athletic Director. The High School has a principal and two assistant principals. The Middle School has a principal and two assistant principals. Each of the elementary schools has a principal, with one also having an assistant principal.

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are to be submitted:

- Request for proposals issued September 18, 2020
- Due date for proposals October 1, 2020 (by 10:00 am)

V. PROPOSAL REQUIREMENTS

Chain link fencing firms wishing to submit proposals must include the following:

- Provide the names of current and former client references, with information on the number of years of service to each, along with the names and telephone numbers of contact persons (see attached Schedule #1).
- A statement of the fees the firm intends to charge the District as outlined on the attached submittal Schedule #2.
- Provide the name, address, and phone number of the individual(s) that will assume responsibility for these services (see attached Schedule #3).
- A signed statement of non-collusion and Iran Divestment Act Certification (see attached forms).
- Provide a description of any regulatory action taken against the firm within the last five years by a regulatory agency, such as the Internal Revenue Service or State Education Department.
- Identify any litigation brought against the firm during the past five years. Explain any pending litigation that may have a financial impact on your firm.

Each firm shall submit an original proposal to the following address:

Harvey Sotland
Assistant Superintendent for Business
Cornwall Central School District
24 Idlewild Avenue
Cornwall-On-Hudson, New York 12520

The sealed envelope shall be labeled: "Chain Link Fence Services Proposal."

All proposals must be received no later than **10:00 A.M.** on **October 1, 2020**, Eastern Standard Time (EST). Late bids will not be opened and will be returned to the sender.

VI. EVALUATION PROCEDURES

Proposal evaluation criteria will include, but not be limited to:

- Expertise and Experience – Experience of firm, size and experience of staff, educational background, specialized skills, and expertise working with NYS school districts.
- Price – Cost will be a consideration, but will not be the primary factor in the selection.

The District reserves the right without prejudice to reject any or all proposals submitted, to negotiate with any firm submitting a proposal, or to select a proposal other than that of the firm offering the lowest price to the District.

During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from bidders, or to allow corrections of errors or omissions. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted.

SCHEDULE #1: CLIENT REFERENCE LIST

School District / Company Name

Yrs of Service

Contact Person

SCHEDULE #2: SCHEDULE OF FEES – October 6, 2020 through June 30, 2021

Hourly Labor Rate \$ _____

Materials:
Percentage of markup on all material purchases _____%

NOTE:

The firm will be required to submit a material invoice from the supplier of the material along with invoice labor. The contractor will apply the above percentage to the material portion of the invoice. Material cost incurred by the firm will only be paid if the supplier invoice is attached.

The District reserves the right to furnish/purchase all or a portion of the chain link fencing materials required for a job. There shall be no charge or markup for these materials by the firm.

Wages paid under this agreement must comply with any applicable NYS Department of Labor Prevailing Wage regulations.

Annual increases at the lesser of 2% or CPI (based May to May CPI index)

SCHEDULE #3: FIRM CONTACT

The following individual(s) is responsible for this proposal and any services awarded.

Company: _____

Address: _____

Phone: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

BID PROPOSAL and NON-COLLUSIVE BIDDING CERTIFICATIONS

Firm Name: _____

Business Address _____

Telephone Number _____ Date of Bid/Proposal _____

I. General Bid Certification

The bidder certifies that s/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 s/he is complying with Section 103-d of the General Municipal Law as follows:

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;

(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 his/her 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 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 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.

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 or partnership.

Signature (Authorized) _____

Title _____

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 (“Act”), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services (“OGS”) developed a list (“Prohibited Entities List”) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). In accordance with SFL §165-a(3), the Prohibited Entities List may be found at the OGS website: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The Cornwall Central School District (“District”) may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- 2) The District makes a determination that the goods and services are necessary for the District to perform its functions and that, absent such exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the District receive information that a person is in violation of the above-referenced certifications, the 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 the 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 District reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, 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.

_____ DATE	_____ SIGNATURE
_____ BUSINESS NAME	_____ PRINTED NAME
	_____ TITLE