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**Request for Bid
NCSD-25-017**

SPECIAL EDUCATION TRANSPORTATION

**Niskayuna Central School District
1430 Balltown Road
Niskayuna, NY 12309
Phone: (518) 377-4666**

SUBMISSIONS DUE BY: JUNE 25, 2025 at 2:00 PM

TIMELINE:

RELEASE OF RFB: JUNE 18, 2025

BID DUE DATE: JUNE 25, 2025 at 2:00 pm

AWARD BY BOARD OF EDUCATION: JULY 1, 2025

SERVICE BEGINS: JULY 7, 2025

In accordance with the provisions of Section 103 of the General Municipal Law, an advertisement has been published in the local newspaper.

SECTION II - PROPOSAL SUBMITTAL

POINT OF CONTACT

The sole point of contact at the District for purposes of this RFB prior to the award of a contract is the Purchasing Agent. All contact relative to this RFB should be made in writing and directed to:

Michael DeSantis, Purchasing Agent
Niskayuna Central School District
1430 Balltown Road
Niskayuna, New York 12309
518-377-4666 x50709
mdesantis@niskyschools.org

PROPOSAL REQUIREMENTS

In order to provide a uniform review process, all proposals must include the following:

1. **Bid Cover Sheet:** Include the Request for Bid title and number, the name, address and telephone number of the company, name/title of primary contact person, and submission date **(Use Attachment A: Bid Cover Sheet)**
2. **Summary of Company's Qualifications:** An overview of the company, prior or present projects that demonstrate your qualifications to perform this work.
3. **Bid Sheet with Cost:** Provide a unit cost for each item specified based on the requirements outlined in this RFB, specifically Section V Specifications. **(Use Attachment B: Bid Pricing Sheet)**
4. **Certificate of Insurance:** Provide a certificate of insurance that addresses the requirements outlined in **Attachment C**.
5. **Required Certifications:** Provide the Non-Collusion Certification and Iran Divestment Act Certification **(Attachments D and E)**.
6. **References:** Provide a minimum of five (5) references that you have worked with in the last five (5) years. **(Use Attachment F)**

FORM OF SUBMITTAL

Submit one (1) clearly labeled original and one (1) copy of your Bid and completed Attachments in a sealed package with the company submitting identified on the package, addressed as follows:

Niskayuna Central School District
1430 Balltown Road
Niskayuna, NY 12309

Attention: Michael DeSantis, Purchasing Agent
SPECIAL EDUCATION TRANSPORTATION

DELIVERY OF PROPOSALS

The Bid shall be properly addressed as shown in Section VIII and delivered or mailed so that the Bid is received on or before the response date and time.

Requests for extension of this date or time shall not be granted. Proposers mailing bids should allow sufficient mail delivery time to ensure timely receipt by the District; please note that daily mail through the U.S. Post Office often arrives at the District after 3:00 PM. Bids received by the District after the closing time and date will not be considered. Bids delivered by e-mail or facsimile shall not be considered. The District does not accept responsibility for late or mis-delivered Bids.

RESPONSE DATE AND TIME

The response due date and time is:

JUNE 25, 2025 at 2:00 PM

SECTION I - GENERAL INFORMATION AND REQUIREMENTS

Instructions to Bidders:

The submission of a Bid will indicate that the Bidder (1) has read the instructions, (2) will abide by the terms and conditions governing this Request for Bid, (3) understands the requirements for delivery of the services specified AND (4) submits all required documents and forms. A completed proposal must be submitted. Each Bid is considered a binding contract. Bidders **cannot** change prices after they have been awarded a contract. When a contract is awarded, the successful Bidder **must** provide all of the services.

SECTION II – INFORMATION TO PROPOSERS

1. **General Scope:** Niskayuna Central School District is to have a vendor supply Special Education Transportation services July 7, 2025 through August 15, 2025. The intent of this RFB is to be awarded to a single vendor. This vendor must have the ability to meet the District's needs for quality and value. The Board of Education is expected to appoint the successful Bidder at its July 1, 2025, Board of Education meeting.
2. **Award of Contract:** The District will award a contract to a single Bidder whose Bid is the most advantageous to the District. In determining the most advantageous Bid, the District will consider criteria such as, but not limited to, cost, Bidder's past relationship with the District. Bid documents and the successful bidder's submittal shall constitute a contract with the successful vendor and bind the successful vendor to furnish and deliver at the prices and in accordance with the conditions of the bid.
3. **Bidder Notification:** Successful Bidder will be notified via emails and/or purchase orders after the Board of Education approval of the Proposal.
5. **Pricing:** Prices for all goods and/or services shall be firm as stated in this contract. Price changes/increases must be mutually agreed upon.
6. **Invoicing:** An itemized invoice should be prepared for each individual service and submitted directly to the Niskayuna Central School District, Accounts Payable Department, 1430 Balltown Road, Niskayuna NY 12309.
7. **Payment Term:** Net thirty (30) days from receipt of the invoice.

SECTION III – GENERAL CONDITIONS

1. All proposals received after the time stated in the Notice to Proposers may not be considered and will be returned to the proposer. The proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the proposer assumes responsibility for having their proposal deposited on time at the place specified.
2. Sales to school districts are not affected by any fair-trade agreements. (General Business Law, Ch. 39, Sec. 369-a, Sub. 3, L. 1941)
3. No charge to the school district will be allowed for federal, state, or municipal sales and excise taxes, as the school district is exempt from such taxes. The proposal price shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder. Tax must be applied to general marketplace online transactions (when employee credit mechanism is not applied).
4. Under penalty of perjury the proposer certifies that:
 - (a) The proposal has been arrived at by the proposer independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for proposals.
 - (b) The contents of the proposal have not been communicated by the proposer, nor, to its best knowledge and belief, by any other its employees or agents, to any person not an

employee or agent of the proposer or its surety on any bond furnished herewith prior to the official opening of the proposal.

5. No interpretation of the meaning of the specifications or other contract document will be made to any proposer orally.

SECTION IV - TERMS AND CONDITIONS

1. The issuance of this RFB request constitutes only an invitation to submit a response to the District.

2. No officer of the school district or member of the Board of Education shall have interest in this RFB award.

3. This RFB request does not commit the District either to award a contract or to pay any costs incurred in the preparation of a submission. Proposers shall bear all costs associated with submission preparation, submission and attendance at presentation interviews, or any other activity associated with this proposal request or otherwise.

4. All proposals and accompanying documentation become the property of the Niskayuna Central School District. The District shall not divulge any information presented to anyone outside the District, unless required by law, without the written approval of the individual or firm. The District reserves the right to use the information and any ideas presented in any submission in response to this RFB, whether or not the submission is accepted. Submitted proposals may be reviewed and evaluated by any person or outside consultant retained by the District, other than one associated with a competing applicant, as designated by the District. If a proposer believes that any information in its proposal constitutes a trade secret and wishes such information not be disclosed if requested by a member of the public pursuant to the State Freedom of Information Law, Article 6 of the Public Officers Law, the proposer shall submit with its proposal a letter specifically identifying the page number, line or other appropriate designation, that information which it deems to constitute a trade secret and explain in detail why such information is a trade secret. Failure by a proposer to submit such a letter with its bid identifying trade secrets shall constitute a waiver by the applicant of any rights it may have under Section 89 (Subdivision 5) of the Public Officers Law relating to protection of trade secrets.

8. The District neither makes nor assumes any contractual obligation by issuing this RFB receiving and evaluating responses, or making preliminary proposer selections. Providing a response as provided herein shall neither obligate nor entitle a proposer to enter into a contract with the District.

9. The District reserves the right to determine in its sole and absolute discretion whether any aspect of the proposer's submission satisfactorily meets the criteria established in this RFB, the right to seek clarification from any proposer(s), and the right to cancel and/or amend, in part or entirely, the RFB at any time prior to a written contract.

10. It is understood that any submission received and evaluated by the Niskayuna Central School District will be used as the basis for the cost and terms of an agreement between the District and the particular proposer. In submitting a response, it is understood by the proposer that the District reserves the right to accept any submission, to reject any and/or all submissions and to waive any irregularities or informalities that the District deems is in its best interest.

11. The District is not obligated to respond to any submission nor is it legally bound in any manner whatsoever by the submission of a response.

12. Each response shall be reviewed for completeness and for the technical and administrative requirements of the RFB. The District has the option of requesting the proposer to submit missing information or provide clarification of those issues deemed incomplete, or disqualifying the bid. A proposal may be disqualified for lack of response to such a request.

13. RFB responses submitted to the District must be valid for a period of at least 120 days from the deadline for receipt of proposal responses as defined in the time frame section of this document.

14. The selected proposal(s) will become part of any resulting legal contract, should contracts be awarded. The term of the resultant contract shall commence upon award and shall remain in effect until completion, inspection, and final acceptance of specified project(s) unless terminated, canceled, or extended as otherwise provided herein.

15. The District may, from time to time, inform other local governmental entities and school districts that they may acquire items or services listed in this Request for Proposals. Such acquisition(s) shall be at the prices stated herein, and shall be subject to proposer's acceptance. Other local government entities or school districts purchase orders shall be submitted directly to the vendor within the specified contract period referencing the District's contract. Niskayuna Central School District will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity or school other than the Niskayuna Central School District.

16. When specifications are revised, the Niskayuna Central School District will issue an addendum addressing the nature of the change. Proposers must sign and include it in the returned proposal package.

17. It is a requirement that proposers indicate specifically in the response any sub-contract, alliance, partner, franchise, or other "non-employee" relationship with any resource(s) they will utilize if they are chosen as the selected proposer. Note: The District reserves the right to approve and designate sub-contractors to be used in any of the services being proposed.

18. Niskayuna Central School District reserves the right to introduce additional factors not contained in this RFB in order to obtain the most suitable solution. After submitting a proposal, each respondent must be prepared to have the operational aspects of their proposal reviewed in detail by District representatives.

19. At any time prior to the specified proposal due time and date, a vendor (or designated representative) may withdraw their submission.

21. The District Board of Education reserves the right to award a contract or contracts based on the best interests of the District. The Board of Education's decision will be final.

Proposers Default – Failure of the Proposer to comply with any of these provisions may be considered a reason for rejection of the Proposal.

SECTION V - SPECIFICATIONS

Transportation details for one (1) student residing in the Niskayuna Central School District for this bid:

Dates: Monday through Friday, July 7, 2025 through August 15, 2025

Destination: Transportation to/from the residence within the Niskayuna Central School District boundaries and Wildwood School, 2995 Curry Road, Schenectady, NY 12203

Arrival Time: Between 8:15 a.m. and 8:30 a.m.

Dismissal Time: Between 2:15 p.m. and 2:30 p.m.

Aide Needed: Yes

Harness Needed? No if traveling in a van and yes if traveling on a bus

Any award of bid is dependent upon what is considered by the Niskayuna Central School District to be in its best interests.

A. SCOPE

1. Transportation will be provided as set forth in trip routing specification unless the Director of Transportation of the Niskayuna Central School District or his/her designee approves a change. At no time is a contractor authorized to make route changes (including pick-up and drop-off points) without first notifying the districts' transportation office.
2. The specifications are intended to describe the conditions, equipment and places involved in transporting school children under the jurisdiction and control of the Niskayuna Central School District.
3. Transportation shall be provided on the specified dates and times during this period.
4. The contract will become valid and binding when approved and signed by the Niskayuna Central School District Board of Education.
5. The Board of Education may request an outline from each bidder stating experience for the past two years in the operation of school buses, if such information is available.
6. The contractor may not sub-contract with any other bus operator to supply buses and/or bus drivers for any part of this contract except with the express permission of the Niskayuna Central School District.
7. The Board of Education reserves the right to require the contractor to provide assistant drivers, monitors and/or aides on buses where deemed necessary (in accordance with appendices provided).
8. By reference, all applicable statutes of the State of New York, providing for mandatory conditions in the case of school transportation contracts are incorporated herein. The contractor by submitting this bid proposal acknowledges familiarity therewith.
9. The Board of Education reserves the right to reject, accept or re-advertise the same work, or award a contract to other than the lowest bidder as permitted by law. The Board of Education may reject any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or irregularities in the bid. Any bid may be withdrawn prior to the opening of the bids. Any bid received after the time of the opening of the bids will be rejected as permitted by law. No bidder may withdraw their bids within forty-five days after the opening of bids.

10. The district reserves the right to cancel this contract providing they give the contractor fifteen (15) days written notice.

12. Bid will be awarded by Route.

B. EQUIPMENT REQUIREMENTS

1. Buses/Vans to be used shall be subject to the inspection of the Department of Motor Vehicles, the Department of Transportation, The Commissioner of Education and the Board of Education or its' designee. The Board further reserves the right to reject a bus for service in their contracts for good cause.

2. Conveyance shall meet all current requirements of the Public Service Commission and the Motor Vehicle Bureau as to safety and signaling devices and must pass the required public service inspections. Signaling devices shall be in operating order and shall be operated at all times when students are on the bus.

3. Features of construction of the buses to be used that directly affect the safety of students to be transported shall be in compliance with all regulations of the State of New York.

4. Operation and maintenance of all buses used for transportation of school children shall be subject to any and all reasonable rules and regulations that may be in the future adopted by the Board of Education, and a copy of such rules and regulations shall be delivered to the contractor by the Board of Education.

5. Vehicles used in providing service: shall be in accordance with the standards set by the Department of Motor Vehicles and the Department of Transportation

6. Buses shall be clean both inside and out and be maintained in first class operating condition at all times when used for school district operation.

7. Vehicles used to transport students shall not display either inside or outside of the vehicle any advertisement, political or other without the express authorization of the Board of Education.

8. Two-way radios are required on all buses unless the Superintendent of Schools of the Burnt Hills-Ballston Lake School District makes an exception.

9. All contractors must provide spare vehicles that meet all bid requirements and are in accordance with the specifications herewith.

C. LIMITATIONS TO USE OF EQUIPMENT

Students from other than the Niskayuna Central School District may NOT be transported by the contractor on the vehicles used to transport under these bid specifications unless otherwise approved by the Director of Transportation.

D. CONDITIONS FOR RETENTION OF THE CONTRACT

1. Failure to adhere to and comply with any of the conditions and specifications of this bid and the contract to follow will subject the contract to cancellation upon ten days' written notice by the Board of Education of the Niskayuna Central School District. In the event of cancellation of contract and the necessity to bid or negotiate a new contract for transportation service with another contractor, the original contractor will be responsible for

indemnifying the district for costs incurred in obtaining a new contract and for any increase in costs of services involved for the duration of the term of the original contract.

2. The Board of Education of the Niskayuna Central School District shall have the right and option to terminate this contract upon the contractor making an assignment for the benefit of creditors, being adjudged bankrupt, or filing a petition for corporate reorganization or to be adjudicated bankrupt under any of the chapters of the Bankruptcy Act (including but not limited to Chapters X and XI).

3. In the event of a strike or other reason which causes interruption of services for more than 24 hours, the Board of Education shall have the right to secure alternate transportation as may be necessary and charge the cost of same to the account of the contractor.

4. Any change of ownership, conduct or management, or transfer of a portion of the entire interest in the business of the contractor/owner/operator shall be sufficient basis on the part of the Board of Education of the Niskayuna Central School District for cancellation of the period remaining under the contract after the date of such a change in ownership or management as above described. Use of this right is at the discretion of the Board of Education of the Niskayuna Central School District.

5. If the conveyor is unable, unwilling or otherwise fails to accomplish timely transport of all the scheduled student on a particular route for three successive days, the Board of Education of the Niskayuna Central School District, in its discretion, shall have the right to terminate this contract.

6. Termination of insurance policies during the contract period shall be deemed a breach of contract and shall have the effect of terminating said contract(s).

E. PERSONNEL REQUIREMENTS

1. Each contractor shall file with the Niskayuna Central School District, for approval preceding the contract, a list of drivers, both regular and substitute, for the contract year together with their driver's applications and completed medical examination forms. Contractor must also submit a Motor Vehicle Record of any violations on any driver. Should changes in the driver list occur during the year, the school district must be notified immediately and all requirements shall be met.

2. Drivers and monitor/attendants must meet the requirements for bus drivers and or monitor/attendants of the State of New York. Each driver and or monitor/attendant must participate in approved driver and or monitor/attendant training courses where required by law.

3. All contract carriers and their drivers will cooperate fully and completely when information is required regarding routes and students carried. Such information is to be accurately compiled. The school system will not ask for "unreasonable" cooperation.

4. When the contractor is transporting school children, the contractor is required to provide its drivers and the Niskayuna Central School District, the telephone number of contractor supervisory personnel who can be contacted at all times.

5. All school bus drivers and/or aides are prohibited from smoking on school buses at any time whether students are on board or not.

6. All carriers or their representatives must attend any meeting called for their presence. This will be at a reasonable time.

7. The Board of Education may require the discharge of any driver, asst. driver or aide whom it believes to be unfit for either the safe operation of a bus or the safe handling of children.

F. DRIVER/AIDE RESPONSIBILITIES

1. The school children must be conveyed safely at all times, exercising proper supervision over said children; all reasonable rules and regulations must be followed; the driver must always be one approved by the Niskayuna Central School District or his designee.
2. Drivers shall require all students to be seated, up to the rated seating capacity of the bus.
3. Drivers shall wear seat belts when the bus is in operation.
4. Drivers shall make every effort to follow and adhere to the school districts' transportation policy (to be provided).
5. Drivers shall permit no student to board the bus or to be discharged from the bus except at the point on the route nearest his home or at the school unless the point on the route nearest his home or at the school unless the Director of Transportation or his/her designee properly approves such change.
6. Drivers shall be responsible for taking proper precautions for the safety of their students who must cross in front of the bus while loading or unloading. This will include periodic instruction on crossing procedures.

G. SCHOOL DAY

1. In the event that changes in the duration of the school day, or the starting and dismissal times of any of the schools are made, the conveyor will be required to provide service according to any modified school day plan, until such time as the normal school pattern can be re-established. No increase in daily compensation rate shall be made, should this situation occur, nor shall a decrease in compensation rate be made in the event that the modified school day requires fewer miles of daily driving for a vehicle.
2. Students attending non-public schools/private institutions shall be transported on days when they are in session, even if the School District is not in session.
3. If the contractor is transporting students to non-public or private institutions, it is the responsibility of the contractor to attain the schedule of the students being transported by the contractor and transport according to the schedule. It is also the responsibility of the contractor awarded this bid to make contact with and arrangements for pick-up and drop-off of students. The districts will provide contact information for the contractor prior to the beginning of service.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY PARENTS/GUARDIANS OF STUDENTS BEING TRANSPORTED OF ANY DELAYS IN TRANSPORTATION.

H. EMERGENCY CLOSINGS

If the school district deems it necessary to close schools due to poor weather conditions or other emergency conditions, the district will contact the contractor of said closing as soon as practicable. It is the responsibility of the contractor to notify the students they transport

that their school has been closed and they will not be picked up. If transportation of the student(s) listed in this bid cannot be procured due to poor weather conditions, the contractor must contact the Director of Transportation of the Burnt Hills-Ballston Lake School District, each school the contractor is transporting to and the parent/guardian of each student involved.

Alternative arrangements should be outlined at that time.

I. SAFETY REQUIREMENTS

The Board of Education, through their officials, reserves the right to enforce any and all provisions of safety, both locally and state mandated, in the transportation of students to and from school.

J. INSURANCE REQUIREMENTS

The contractor shall carry at least the following insurance:

1. Combined single limit of \$1,000,000 for personal injury and property damage and umbrella insurance coverage for an additional \$2,000,000.

OR

2. Basic insurance for \$1,000,000 personal injury and \$100,000 for property damage and umbrella insurance coverage for an additional \$2,000,000.

The successful bidder must furnish proof of insurance prior to the first day of transportation of the student. The Niskayuna Central School District shall be named as an additional insured on such policies on a primary and noncontributory basis with waivers of subrogation. The successful bidder must provide proof of insurance satisfactory to the Niskayuna Central School District prior to the start date for the provision of services.

K. CONDITIONS OF PAYMENT

1. For contracts awarded to a contractor, payment will be made monthly based on the number of days' transportation was provided for that month. Billing will be submitted on a timely basis at the end of each month for work performed. For collaborative bids, payment will be made by the Niskayuna Central School District. An itemized invoice should be prepared for each individual service and submitted directly to the Niskayuna Central School District, Accounts Payable Department, 1430 Balltown Road, Niskayuna NY 12309.

2. The school district will not make payment for transportation of students unless all aspects of transportation contracted for are fulfilled (i.e., monitors/aides are present each day, accident information is filed, etc.).

3. Should the conveyor be unable or unwilling to convey students on any school day during the term of the contract, whether because of breakdowns, motor difficulties, unsafe buses or other motor vehicles, negligence on the conveyor's part, strikes, riots, acts of God, or any other reason, then the daily compensation rate shall not be paid to the conveyor for such school days. Payments also shall only be due to the conveyor on days when actual

transportation is provided to students. This includes, per day, year, route, bus or students contracts.

L. CONTRACTOR RESPONSIBILITIES

The contractor must provide the school district with copies of any paperwork pertinent to accidents/incidents involving contractor vehicles transporting students under the contract with the district.

M. FINANCIAL REPORTING

Successful bidders who are awarded contracts shall consent to an audit of any and all financial records relating to the contract, as authorized by the Department of Audit and Control. Successful bidders shall also submit cost factor forms, if requested by the New York State Education Department.

ATTACHMENT A – PROPOSER COVER SHEET

BIDS TO BE OPENED:

TIME: 2:00 PM

DATE: JUNE 25, 2025

LOCATION:

Niskayuna Central Schools

District Office

1430 Balltown Road

Niskayuna, New York 12309

NAME OF PROPOSER:

ADDRESS: _____

TEL: _____

FAX: _____

E-MAIL: _____

SIGNATURE/TITLE OF AUTHORIZED REPRESENTATIVE:

DELIVERY DATE / TIME

(For District Use Only): _____

ATTACHMENT B- BID PRICING SHEET

<u>Service Dates</u> July 7, 2025 through August 15, 2025 (Monday-Friday)	
ROUTE: 2-wheelchair station Bus/Van - Air Conditioning - Monitor Required, 1-1 Aide Required. Harness required if traveling on bus, not required if traveling in van.	
1 Student Transportation to and from: -Residence within Niskayuna Central School District -Wildwood School: 2995 Curry Road, Schenectady, NY 12303	
<u>Arrival Time</u> 8:15 am- 8:30 am	<u>Dismissal Time</u> 2:15pm-2:30pm
TOTAL	\$

ATTACHMENT –C-INSURANCE REQUIREMENTS
Niskayuna Central School
Contractor Insurance Requirements.

- 1.** Commercial General Liability Insurance (including contractual liability coverage) insuring against damages to persons and property (including, but not limited to, loss of life) in an amount not less than a combined single limit of at least One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) for General Aggregate (on a per project basis).
- 2.** Automobile Liability Insurance (including non-owned or hired vehicles) insuring against damages to persons and property (including, but not limited to, loss of life) in an amount not less than a combined single limit of at least One Million Dollars (\$1,000,000.00) for each occurrence.
- 3.** Worker's Compensation Insurance covering hazardous material abatement consultant and its agents and employees at the New York Statutory limit including Employers' Liability with limits of \$100,000.00 for each accident. \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee.
- 4.** All insurance will be affected under standard form policies by insurers of recognized responsibilities which are licensed to do business in the State of New York and which are rated as A-(VIII) or better by the latest edition of Best's Rating Guide or other recognized replacement therefore. Except as otherwise provided to the contrary in this Section, any insurance required by this Agreement may be obtained by means of any combination of primary and umbrella coverages and by endorsement and/or rider to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies, provided that hazardous material abatement consultant shall deliver said separate or blanket policies and/or endorsements and/or riders evidencing to Owner that the same complies in all respects with the provisions of this Agreement and that the coverages

All policies for each insurance shall include Niskayuna Central School District as additional insured on a primary and noncontributory basis (this requirement shall not apply to workers' compensation insurance, employers' liability insurance or professional liability insurance). Insurance certificate must be provided prior to the commencement of any associated with this bid.

All policies for each insurance shall include Niskayuna Central School District as additional insured on a primary and noncontributory basis (this requirement shall not apply to workers' compensation insurance, employers' liability insurance or professional liability insurance). Insurance certificate must be provided prior to the commencement of any associated with this bid.

ATTACHMENT -D- NON-COLLUSION PROPOSAL CERTIFICATION

NISKAYUNA CENTRAL SCHOOLS PROPOSAL CERTIFICATIONS

Firm Name:
Business Address:
Telephone Number:
Date of Proposal:

General Proposal Certification

The Proposer certifies that he/she will furnish, for the prices herein quoted, the materials, equipment and/or services as proposed on this proposal.

I. Non-Collusive Proposal Certification

By submission of this proposal, the proposer 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 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 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 of subparagraph one (a).

2. 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 (Authorized)

Title

Date

ATTACHMENT-E- CERTIFICATE OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT OF 2012

NISKAYUNA CENTRAL SCHOOL DISTRICT
1239 VAN ANTWERP ROAD
NISKAYUNA, NEW YORK 12309

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT OF 2012
(NY GENERAL MUNICIPAL LAW SECTION 103-G AND NYS FINANCE LAW SECTION 165-a)**

By submission of this proposal, each proposer and each person signing on behalf of any proposal 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 proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

The undersigned, _____ (Name of Authorized Proposer Signatory), make the foregoing certification, as the _____ (Title of Authorized Proposer Signatory), of _____ (Name of Proposer), knowing that the Niskayuna Central School District, to which the accompanying bid or proposal is submitted, will rely upon my certification.

(Signature)

Sworn to before me on this
_____ day of _____, 20____.

NOTARY PUBLIC

ATTACHMENT- F- REFERENCES

Minimum of five (5) references that you have worked with in the last five (5) years.

REFERENCE NO. 1
NAME:
ADDRESS:
CITY, STATE, ZIP:
TELEPHONE NO.
CONTACT:
REFERENCE NO. 2
NAME:
ADDRESS:
CITY, STATE, ZIP:
TELEPHONE NO.
CONTACT:
REFERENCE NO. 3
NAME:
ADDRESS:
CITY, STATE, ZIP:
TELEPHONE NO.
CONTACT:
REFERENCE NO. 4
NAME:
ADDRESS:
CITY, STATE, ZIP:
TELEPHONE NO.
CONTACT:
REFERENCE NO. 5
NAME:
ADDRESS:
CITY, STATE, ZIP:
TELEPHONE NO.
CONTACT: