



**Empower  
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**Request for Proposals  
NCSD-26-001**

**BOILER MAINTENANCE, HVAC AND REFIGERATION SERVICES**

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

**SUBMISSIONS DUE BY: August 7, 2025 at 1:00 pm**

**TIMELINE:**

RELEASE OF RFP: JULY 21, 2025

QUESTIONS DUE FROM VENDORS: JULY 28, 2025, 4:00 PM

PROPOSAL DUE DATE: **AUGUST 7, 2025, 1:00 PM**

RFP AWARD BY BOARD OF EDUCATION: AUGUST 12, 2025

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

## **New York State Department of Labor Contractor Registry Requirement**

### **All bidders must submit their Certificate of Registration with the New York State Department of Labor with their bid.**

*Pursuant to Labor Law § 220-l, effective December 30, 2024, all contractors and subcontractors submitting new bids or commencing new work covered by Article 8 of the New York State Labor Law must be registered with the New York State Department of Labor (DOL). Contractors and subcontractors register with DOL through DOL's Contractor Registry portal. If approved, a Certificate of Registration will be issued.*

*In accordance with the new requirement, . Labor Law Section 220-i(6) prohibits contractors from bidding on public work and subcontractors from commencing work unless the contractor or subcontractor is registered with NYSDOL. This section requires contractors to submit their Certificate of Registration with their bid materials.*

*Please visit the DOL website for more information and instructions on how to become registered:*

[Contractor and Subcontractor Landing | Department of Labor](#)

*A list of registered contractors can be found on the DOL website:*

[Contractor Registry Certificate | State of New York](#)

*For any additional questions regarding the Contractor Registry process, please reach out to the Bureau of Public Work and Prevailing Wage at 518-457-5589 or send an email to:*

[\*labor.sm.pwask@labor.ny.gov\*](mailto:labor.sm.pwask@labor.ny.gov)

*For questions related to the BSC process, please email: [\*bscfinance@ogs.ny.gov\*](mailto:bscfinance@ogs.ny.gov)*

## **SECTION I - PROPOSAL SUBMITTAL**

### **POINT OF CONTACT**

The sole point of contact at the District for purposes of this RFP prior to the award of a contract is the Purchasing Agent. All contact relative to this RFP 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 x50701  
[mdesantis@niskyschools.org](mailto:mdesantis@niskyschools.org)

### **PROPOSAL REQUIREMENTS**

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

1. **Proposal Cover Sheet:** Include the Request for Proposal title and number, the name, address and telephone number of the company, name/title of primary contact person, and submission date (***Use Attachment A: Proposal Cover Sheet***)
2. **Department of Labor Certificate of Registration**
3. **Summary of Company's Qualifications:** A brief overview of the company, prior or present projects that demonstrate your qualifications to perform this work.
4. **Cost Proposal:** Provide a unit cost for each item specified based on the requirements outlined in this RFP, specifically Section V Specifications. (***Use Attachment B: Proposal Pricing Sheet***)
5. **Certificate of Insurance:** Provide a certificate of insurance that addresses the requirements outlined in ***Attachment C***.
6. **Required Certifications:** Provide the Non-Collusion Certification and Iran Divestment Act Certification (***Attachments D and E***).
7. **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 proposal 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, New York 12309

Attention: Michael DeSantis, Purchasing Agent  
**BOILER MAINTENANCE AND HVAC SERVICES**

**DELIVERY OF PROPOSALS**

The proposal shall be properly addressed and delivered or mailed so that the proposal 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 10:00 AM. Proposals received by the District after the closing time and date will not be considered. Proposals delivered by e-mail or facsimile shall not be considered. The District does not accept responsibility for late or mis-delivered proposals.

**RESPONSE DATE AND TIME**

The response due date and time is:

**AUGUST 7, 2025, at 1:00 PM**

## **SECTION I - GENERAL REQUIREMENTS**

### **Instructions to Proposers:**

The submission of a proposal will indicate that the Proposer (1) has read the instructions, (2) will abide by the terms and conditions governing this Request for Proposal, and (3) understands the requirements for delivery of the services specified.

### **General Instructions:**

Proposers must submit all required forms with their proposal. A completed proposal must be submitted. Each proposal is considered a binding contract. Proposers **cannot** change prices after they have been awarded a contract. When a contract is awarded, the successful proposer **must** provide all of the services.

### **Questions:**

Any questions about the requirements of this request for proposals, including questions about the meaning of any part of the specifications, must be submitted in writing to the District Purchasing Agent, Michael DeSantis, 1430 Balltown Road, Niskayuna, NY 12309, or [mdesantis@niskyschools.org](mailto:mdesantis@niskyschools.org). Questions must be submitted by 4:00 pm on Monday, July 28, 2025. A written answer will be prepared and will thereafter be sent to all vendors of record (in some cases in the form of an addendum). Such written answers will be binding on all vendors. No explanation of RFP response procedures or interpretation of the specifications will be binding on the School District unless it is made in writing and no vendor should rely on an oral answer given by any person. Under no circumstances may any firm or its representatives contact any employee or representative of the District regarding this RFP, other than as provided in this section. Strict adherence to this important procedural safeguard is required and appreciated.

## **SECTION II – INFORMATION TO PROPOSERS**

### **General Information:**

Niskayuna Central School District is located in Schenectady County operates one high school, two middle schools and five elementary schools. The district has approximately 900 employees total, working in teaching/instructional, support staff and administrative roles.

1. **General Scope:** The purpose of this Request for Proposal (RFP) is for the Niskayuna Central School District to establish a contract with a Contractor with continuous availability for BOILER MAINTENANCE AND HVAC SERVICES at its facilities and it is the intent of the District to establish an Agreement with a single contractor to perform service throughout the year at competitive labor and material rates.

The Contractor is advised that due to the emergency nature of some repair work, **immediate mobilization of the necessary labor, materials and equipment to affect the repair work will be required in less than four (4) hours.** The intent of this RFP is to be awarded to a single vendor. This vendor must have the ability to meet the District's needs for service, quality and value. The Board of Education is expected to appoint the successful proposer at its August 12, 2025 Board of Education meeting.

**2. Award of Contract:** The District is seeking to award a contract to a single proposer whose proposal is the most advantageous to the District. In determining the most advantageous proposal, the District will consider criteria such as, but not limited to, cost, proposer's past relationship with the District. While it is the intent and strong preference of the District to award a contract to a single vendor, the District reserves the right to award a contract to multiple proposers if it deems it in its best interests. Although your Base Bid is requested on labor and material basis, the District reserves the right to competitively bid any maintenance and repair work if we deem it to be in our best interest. Proposal documents and the successful vendor'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 proposal.

**3. Contract Term:** A. Effective upon award, the contract term shall be effective upon BOE award on August 12, 2025 through June 30, 2026 with two (2), twelve (12) month extensions and a mutually agreed annual percentage increase for all items B. The contract may also be extended on a month-to-month basis for a period not to exceed six (6) months, with mutual agreement of both the respondent and the district and mutually agreed percentage increase for all items for the extension period.

**4. Proposer Notification:** Successful proposer 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 during the annual periods of this contract. Price changes/increases must be mutually agreed upon prior to any annual or six (6) month extension.

**6. Invoicing:** The Niskayuna Central School District is a tax exempt organization and therefore shall not be applied to any invoices. An itemized invoice will be prepared for each individual service and submitted directly to the Niskayuna Central School District, Accounts Payable Department, 1430 Balltown Road, Niskayuna NY 12309, with a copy to [accountspayable@niskyschools.org](mailto:accountspayable@niskyschools.org).

- a. All labor shall be invoice, as bid, on the proposal pages.
- b. All equipment and material shall be invoices, as bid, on the proposal pages.
- c. Material not specifically itemized on the proposal pages and purchased in conjunction with maintenance and/or repairs, shall be invoices at contractor's cost plus % markup. Percent markup bid on the proposal pages shall not exceed 10%. Contractor's cost for freight charges/fees are not subject to the % markup.
- d. Detailed description of all completed preventative maintenance or repair work must accompany invoices.
- e. Detailed billings must be received by the District Accounts Payable Department within 15 days after completion of each job.
- f. Labor and material charges as authorized by the Director of Operations and Maintenance and Grounds will be paid according to the following requirements:

**1. Labor Charges**

Contractor's invoice must specifically list the type of employee or laborer utilized and the number of man hours worked. Contractor's labor charges must correspond to the rates which are supplied with his/her bid proposal. The bidder agrees and hereby certifies that all labor charges contained in invoices under this bid award shall be only those that were necessary to complete the required work. All labor shall be billed from the time the contractor's worker(s) arrives at, to the time worker(s) departs from the

District job site. There shall be no allowances for travel time or/ and expenses.

**2. Materials Costs Not Itemized on the Proposal Pages**

Invoices for payment for materials not specifically itemized on proposal pages but required to complete the project must specifically list all materials and costs to the bidder for each item. The District will require verification of these costs by copy of the invoice as submitted to the contractor for payment. The bidder agrees and hereby certifies that all parts and materials which are purchased shall be at lowest price available at the time considering the prevailing conditions and circumstances for which it is required that the purchases be made. The District reserves the supply material when deemed in the best interest of the District. Documentation of materials costs (invoice, etc.) of items greeted that \$100.00 must be provided with bidder's invoices.

**3. Additional Items**

If the contractor/s expects to incur any additional costs not specified in the above paragraphs, he/she must submit a list of those items and corresponding charges or schedule with his/her bid proposal. There will be no additional charge for delivery or mileage. No other costs except those placed in the bid proposal at the time the bid is submitted shall be evaluated, considered or deemed acceptable charges by the District. The contractor further agrees that should it be determined by the District that the contractor is falsifying invoices submitted for payment or partake in fraudulent practices so as to reflect higher costs than actually incurred in the repair, this falsification or fraudulent practice shall be considered a material breach of the terms of the contract. Nothing herein shall be considered to limit the authority of the District to prosecute any bidder or contractor who violated the laws of the State of New York.

**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 RFP 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 RFP award.

3. This RFP 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 RFP, 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.

5. If applicable, it is incumbent upon the contractor(s) to pay the prevailing rate of wages as established by the NYS Department of Labor.

6. Prevailing Wage Rate as part of the requirements of Article 8 (sections 220-224) and/or Article 9 (sections 230-239) of the NYS Labor Law, requires Public Work Contractors and Subcontractors to pay laborers, workers or mechanics employed in the performance of a Public Works contract not less than the prevailing rate of wages and to provide supplements (fringe benefits) in accordance with prevailing practices in the locality where the work is performed. Any Federal or State determination of a violation of any Public Works law or



regulation, or Labor Law, or any OSHA violation deemed "seniors or willful" may be grounds for a determination of vendor non-responsibly and rejection of proposal.

7. If applicable, the proposer must provide a copy of payroll records, when requested, showing prevailing wages paid to each employee for any School District project.

8. The District neither makes nor assumes any contractual obligation by issuing this RFP 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 RFP, the right to seek clarification from any proposer(s), and the right to cancel and/or amend, in part or entirely, the RFP 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. Further, while it is the intent and strong preference of the District to award a contract to a single vendor, the District reserves the right to award a contract to multiple proposers if it deems it in its best interests.

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 RFP. 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 RFP 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.

20. The District reserves the right to award contracts for individual items or for any combination of items deemed to be most advantageous to the District. Notwithstanding any other provision of the RFP, the District expressly reserves the right to:

- Waive any immaterial defect or informality; or
- Reject any or all proposals, or portions thereof; or
- Reissue an Request for Proposals.

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**

### **Scope**

#### **REPAIR WORK AND INSPECTIONS**

The contractor shall perform inspections, servicing and repair work as requested. Work may include annual PM/startup inspection service to include burner inspection/cleaning, verification of the proper control operation/alarms and firing on oil or natural gas. Work may include periodic boiler water analysis and water conditioning program.

Prior to the commencement of work, the contractor shall submit a written estimate. The estimate shall contain the following:

- a. Project scope of work
- b. Name of representative authorizing the work
- c. Estimate of labor hours and hourly rates
- d. List of materials to be used and cost
- e. Total estimate of cost for the project

Boiler maintenance on any *new* boilers will be performed by the OEM contractor during the initial warranty period so as not to void warranty.

### **WORK HOURS**

Work shall be performed between the hours of 8AM and 4PM, Monday through Friday. No work is to be performed outside of these hours without authorization from the Director of Facilities. The contractor shall notify the Superintendent of Buildings and Grounds 24 hours in advance prior to the scheduled work date.

### **EMERGENCY SERVICE/ REPAIR WORK**

The contractor/s shall provide, as required, emergency service to perform repairs any time of 365 days per year, the contractor shall also respond to all emergency service calls within four (4) hours of the request.

The contractor shall only perform emergency/repair work that is required. Repairs shall be performed only with the authorization of the Director of Facilities. Should any work be performed without this authorization, payment will not be processed.

### **AVAILABILITY**

The successful bidder/s must be able to immediately respond to emergency situations. When the contractor is informed by the Director of Facilities that emergency service is required, the contractor must take whatever steps necessary to expedite the project including overtime, evening, weekend and holiday work. In addition, bidder must have sufficient inventory on-hand to expedite repairs and replacement. For scheduled work, the contractor will have at least 72 hours.

### **APPROVAL**

All work performed shall meet with the approval of the Director of Facilities and/or designee.

### **USE OF PREMISES**

On or about the premises and adjacent areas, the contractor shall ensure that all apparatus, storage of materials, and worker activities be confined to the limits indicated by law, ordinances, permits, and direction of the Director of Facilities and shall not encumber or permit the premises or adjacent areas to become encumbered with such materials or apparatus.

### **WORKSITE CLEANING**

Contractor shall at all times keep the premises and adjacent areas free from accumulation of waste material or rubbish. At the completion of the work, workers shall remove, from and about the premises, all rubbish, tools and surplus materials used for work and shall have the area "broom clean" and ready for use. In case of a dispute, the Director of Facilities may

remove rubbish and clean up, then may charge the contractor either by deduction of amounts unpaid to the contractor or by other means as determined to be fair and equitable by the Director of Facilities.

#### **LIST OF FACILITIES**

**Birchwood Elementary School**, 897 Birchwood Lane, Niskayuna, New York 12309

**Craig Elementary School**, 2566 Balltown Road, Niskayuna, New York 12309

**Glenclyff Elementary School**, 961 Riverview Road, Rexford, New York 12148

**Hillside Elementary School**, 1100 Cornelius Avenue, Niskayuna, New York 12309

**Rosendale Elementary School**, 2445 Rosendale Road, Niskayuna, New York 12309

**Iroquois Middle School**, 2495 Rosendale Road, Niskayuna, New York 12309

**Van Antwerp Middle School**, 2253 Story Avenue, Niskayuna, New York 12309

**Niskayuna High School**, 1626 Balltown Road, Niskayuna, New York 12309

**Transportation Department**, 1301 Hillside Avenue, Niskayuna, New York 12309

**ATTACHMENT A – PROPOSER COVER SHEET**

**BIDS TO BE OPENED:**

**TIME: 1:00 PM**

**DATE: AUGUST 5, 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 Tabulation**

**BOILER MAINTENANCE SERVICES**

**Note: While the district may award the bid for all units (UNILUX, Patterson Kelly, Smith and AERCO) to a single proposer, it may also opt to make the award per unit type to multiple vendors. Vendors may choose to bid on all or some of the unit types on these bid tabulation pages.**

**8 UNILUX POWER FLAME BOILERS - CR2-GO-20A**

**Locations:**

- 2 - Glencliff Elementary**
- 2 - Hillside Elementary**
- 2 - Rosendale Elementary**
- 2 - NHS Pool**

<b>Item #</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
<b>1</b>	LABOR: hourly rate for technician; <b>Monday-Friday 8AM - 4PM</b>	/hr	
<b>2</b>	LABOR: hourly rate for technician; <b>Monday-Friday after 4PM</b>	/hr	
<b>3</b>	LABOR: hourly rate for technician; outside normal business hours, <b>Saturday, Sunday &amp; Holidays</b>	/hr	
<b>4</b>	Material mark-up: percent mark-up shall be added to invoice for any parts and materials which may be purchased in conjunction with repairs. <i>Percent mark-up SHALL NOT exceed 10%; freight charges are not subject to percent mark-up</i>	% mark-up	
	<b>TOTAL</b>		

**Note: While the district may award the bid for all units (UNILUX, Patterson Kelly Smith and AERCO) to a single proposer, it may also opt to make the award per unit type to multiple vendors. Vendors may choose to bid on all or some of the unit types on these bid tabulation pages.**

**MISC. DOMESTIC HOT WATER BOILER AND HOT WATER HEATERS**

**Locations:**

**District Wide**

Item #	DESCRIPTION	UNIT	UNIT PRICE
<b>1</b>	LABOR: hourly rate for technician; <b>Monday-Friday 8AM - 4PM</b>	/hr	
<b>2</b>	LABOR: hourly rate for technician; <b>Monday-Friday after 4PM</b>	/hr	
<b>3</b>	LABOR: hourly rate for technician; outside normal business hours, <b>Saturday, Sunday &amp; Holidays</b>	/hr	
<b>4</b>	Material mark-up: percent mark-up shall be added to invoice for any parts and materials which may be purchased in conjunction with repairs. <i>Percent mark-up SHALL NOT exceed 10%; freight charges are not subject to percent mark-up</i>	% mark-up	
	<b>TOTAL</b>		

**Note: While the district may award the bid for all units (UNILUX, Patterson Kelly, Smith and AERCO) to a single proposer, it may also opt to make the award per unit type to multiple vendors. Vendors may choose to bid on all or some of the unit types on these bid tabulation pages.**

**9 Patterson Kelley Gas Fired Heating Boilers - Model C-1050 T**

**Locations:**

**3 - Birchwood Elementary**

**6 - Craig Elementary**

Item #	DESCRIPTION	UNIT	UNIT PRICE
<b>1</b>	LABOR: hourly rate for technician; <b>Monday-Friday 8AM - 4PM</b>	/hr	
<b>2</b>	LABOR: hourly rate for technician; <b>Monday-Friday after 4PM</b>	/hr	
<b>3</b>	LABOR: hourly rate for technician; outside normal business hours, <b>Saturday, Sunday &amp; Holidays</b>	/hr	
<b>4</b>	Material mark-up: percent mark-up shall be added to invoice for any parts and materials which may be purchased in conjunction with repairs. <i>Percent mark-up SHALL NOT exceed 10%; freight charges are not subject to percent mark-up</i>	% mark-up	
	<b>TOTAL</b>		



**Note: While the district may award the bid for all units (UNILUX, Patterson Kelly, Smith and AERCO) to a single proposer, it may also opt to make the award per unit type to multiple vendors. Vendors may choose to bid on all or some of the unit types on these bid tabulation pages.**

**Smith Boilers -**

**Location:**

**Van Antwerp Middle School**

<b>Item #</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
<b>1</b>	LABOR: hourly rate for technician; <b>Monday-Friday 8AM - 4PM</b>	/hr	
<b>2</b>	LABOR: hourly rate for technician; <b>Monday-Friday after 4PM</b>	/hr	
<b>3</b>	LABOR: hourly rate for technician; outside normal business hours, <b>Saturday, Sunday &amp; Holidays</b>	/hr	
<b>4</b>	Material mark-ip: percent mark-up shall be added to invoice for any parts and materials which may be purchased in conjunction with repairs. <i>Percent mark-up SHALL NOT exceed 10%; freight charges are not subject to percent mark-up</i>	% mark-up	
	<b>TOTAL</b>		

**Note: While the district may award the bid for all units (UNILUX, Patterson Kelly and AERCO) to a single proposer, it may also opt to make the award per unit type to multiple vendors. Vendors may choose to bid on all or some of the unit types on these bid tabulation pages.**

**4 AERCO Gas Fired Boilers - AS-233249**

**Locations:**

**4 - Niskayuna High School**

<b>Item #</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
<b>1</b>	LABOR: hourly rate for technician; <b>Monday-Friday 8AM - 4PM</b>	/hr	
<b>2</b>	LABOR: hourly rate for technician; <b>Monday-Friday after 4PM</b>	/hr	
<b>3</b>	LABOR: hourly rate for technician; outside normal business hours, <b>Saturday, Sunday &amp; Holidays</b>	/hr	
<b>4</b>	Material mark-up: percent mark-up shall be added to invoice for any parts and materials which may be purchased in conjunction with repairs. <i>Percent mark-up SHALL NOT exceed 10%; freight charges are not subject to percent mark-up</i>	% mark-up	
	<b>TOTAL</b>		

**Note: While the district may award the bid for all units to a single proposer, it may also opt to make the award per unit type to multiple vendors. Vendors may choose to bid on all or some of the unit types on these bid tabulation pages.**

**HVAC/AIR-HANDLING SYSTEM MECHANICAL SERVICES (E.G., ROOF TOP UNITS, UNIT VENTS, ETC.)**

	<b>BASE BID</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
<b>1</b>	LABOR: hourly rate for technician; <b>Monday-Friday 8AM - 4PM</b>	/hr	
<b>2</b>	LABOR: hourly rate for technician; <b>Monday-Friday after 4PM</b>	/hr	
<b>3</b>	LABOR: hourly rate for technician; outside normal business hours, <b>Saturday, Sunday &amp; Holidays</b>	/hr	
<b>4</b>	Material mark-up: percent mark-up shall be added to invoice for any parts and materials which may be purchased in conjunction with repairs. <i>Percent mark-up SHALL NOT exceed 10%; freight charges are not subject to percent mark-up</i>	% mark-up	
	<b>TOTAL</b>		

**Schedule**

Time required to begin repair work after notice: \_\_\_\_\_

**Note: While the district may award the bid for all units to a single proposer, it may also opt to make the award per unit type to multiple vendors. Vendors may choose to bid on all or some of the unit types on these bid tabulation pages.**

### **REFRIGERATION SERVICE & REPAIR DISTRICTWIDE**

	<b>BASE BID</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
<b>1</b>	LABOR: hourly rate for technician; <b>Monday-Friday 8AM - 4PM</b>	/hr	
<b>2</b>	LABOR: hourly rate for technician; <b>Monday-Friday after 4PM</b>	/hr	
<b>3</b>	LABOR: hourly rate for technician; outside normal business hours, <b>Saturday, Sunday &amp; Holidays</b>	/hr	
<b>4</b>	Material mark-up: percent mark-up shall be added to invoice for any parts and materials which may be purchased in conjunction with repairs. <i>Percent mark-up SHALL NOT exceed 10%; freight charges are not subject to percent mark-up</i>	% mark-up	
	<b>TOTAL</b>		

### **Schedule**

Time required to begin repair work after notice: \_\_\_\_\_

**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 Two Million Dollars (\$2,000,000) for General Aggregate (on a per project basis).

**2.** Umbrella or Excess liability Insurance with a limit of \$5,000,000 per occurrence and a general aggregate of \$5,000,000.

**3.** 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.

**4.** 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.

**5.** 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.

## **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.

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**Signature (Authorized)**

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**Title**

**Date**

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

NISKAYUNA CENTRAL SCHOOL DISTRICT  
1430 BALLTOWN 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.

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