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**Request for Proposal
NCSD-26-005**

COMMERCIAL APPLIANCE REPAIRS

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

SUBMISSIONS DUE BY: SEPTEMBER 9, 2025 at 2:00 PM

TIMELINE:

RELEASE OF RFP: August 14, 2025

QUESTIONS DUE FROM VENDORS: August 21, 2025, 4:00 pm

DISTRICT PROVIDES ANSWERS TO QUESTIONS: August 22, 2025

PROPOSAL DUE DATE: September 9, 2025, 2:00 pm

RFP AWARD BY BOARD OF EDUCATION: September 16, 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

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
COMMERCIAL APPLIANCE REPAIRS

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:

SEPTEMBER 9, 2025 AT 2:00 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. Questions must be submitted by 4:00 pm on Thursday, August 21, 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 Commercial Appliance Repairs at its school facilities which include eight (8) District-owned buildings 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 twelve (12) 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 September 16, 2025 Board of Education meeting.

2. Award of Contract: The District is seeking to award a contract to a single contractor 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 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 Board of Education award on September 16, 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.

- 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

The 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 to 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.

8. 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

COMMERCIAL APPLIANCE REPAIRS

The contractor shall perform inspections, servicing and repair work as requested.

Prior to the commencement of work, the contractor shall submit a written estimate to the Food Service Director, Ross Tuskey. 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

QUALIFICATIONS

The contractor shall provide the following information, as a minimum standard, to be considered a qualified service provider under this contract. The information shall be included on the bid form as indicated:

1. The contractor shall have a minimum of five (5) years experience in the field of plumbing.
2. The contractor must be certified per Federal, State and Local regulations for work related tasks.
3. The contractor shall have adequate personnel to perform the services, as indicated in this proposal.
4. The contractor shall possess appropriate equipment to perform the requested services, including adequate transportation.
5. The contractor shall provide a list of references (Attachment F) from similar sized districts. These references may be from both the private and public sector.

WORK HOURS

Work shall be performed between the hours of 6AM 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 Director of Food Services 24 hours in advance prior to the scheduled work date.

EMERGENCY SERVICE/ REPAIR WORK

The Contractor 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 Food Service Director. 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 Food Service Director 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, the contractor 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 Food Service Director 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 Food Service Director and shall not encumber or permit the premises or adjacent areas to become encumbered with such materials or apparatus.

WORKSITE CLEANING

The 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 Food Service Director 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 Food Service Director.

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

ATTACHMENT A – PROPOSER COVER SHEET

BIDS TO BE OPENED:

TIME: 2:00 PM

DATE: September 9, 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- Proposal Pricing
COMMERCIAL APPLIANCE REPAIRS

	BASE BID	UNIT	UNIT PRICE
1	LABOR: hourly rate for technician; Monday-Friday 6AM - 4PM	/hr	
2	LABOR: hourly rate for technician; Monday-Friday after 4PM	/hr	
3	LABOR: hourly rate for technician; outside normal business hours, Saturday, Sunday & Holidays	/hr	
4	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	
	TOTAL		

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 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.

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
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.

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: