



**Empower
Persevere
Innovate
Connect**

**Request for Proposals
NCSD-26-019**

GYM FLOOR REFINISHING

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

SUBMISSIONS DUE BY: MAY 6, 2026 at 2:00 p.m.

TIMELINE:

RELEASE OF RFP: APRIL 23, 2026

PROPOSAL DUE DATE: MAY 6, 2026 AT 2:00 PM

RFP AWARD BY BOARD OF EDUCATION: May 12, 2026

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. **Vendor Form:** Attachment A describes information and questions that must be addressed- Attachment A
2. **Department of Labor Certificate of Registration**
3. **Cost Proposal:** Use Attachment B: Cost Proposal
4. **Required Certifications:** Non-Collusion Certification and Iran Divestment Act Certification (Attachments C and D).
5. **Proof of Insurance:** Certificates should address all requirements listed in Attachment F.
6. **References:** Use Attachment G (or similar) to provide a minimum of four (4) references that you have worked with in the last five (5) years.

SECTION I - GENERAL INFORMATION/CONDITIONS

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.

SECTION II - 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, Niskayuna, NY 12309, or mdesantis@niskyschools.org. Questions must be submitted by 2 p.m. on April 30, 2026. 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 III – INFORMATION TO PROPOSERS

1. **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. 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.

2. **Contract Term:** Effective upon award with a work schedule that is to be mutually agreed upon with the District's Director of Operations and Maintenance prior to the start of the work.

3. **Proposer Notification:** Successful proposer will be notified via emails and/or purchase orders after the Board of Education approval of the Proposal.

4. **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.

5. **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 Superintendent of Buildings and Grounds will be paid according to the following requirements:

Payment Term: Net thirty (30) days from receipt of the invoice

SECTION IV – 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 V - 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 VI - SPECIFICATIONS

Purpose

The purpose of this sealed Request for Proposal is to enter into a contract with a qualified Contractor to refinish the gym floor at Iroquois Middle School and the Main Gym floor and Blatnick Gym Floor at Niskayuna High School .

SCOPE OF WORK

The following is a listing of the minimum requirements for services to be provided under this proposal and bidders are requested to submit corrective action alternatives to any and all other deficiencies not included within this basic scope of work.

1. Refinish gym floor at Iroquois Middle School and the Main Gym and Blatnick Gym located at Niskayuna High School. Refinish gym floor, finish shall be Boni-Sport Poly 350 Sport Finish SG #BON350SPORTSG or Equal material only.
2. Refinishing is defined as screen sanding and applying two coats of finish to each floor.
3. The successful bidder shall prepare all the floors and apply the finish with a lamb's wool applicator, tack and screen. The bidder shall provide all materials and supplies necessary (solvent, screen, pads, etc.).

LOCATIONS

Iroquois Middle School- 2495 Rosendale Road, Niskayuna, NY 12309

Niskayuna High School- 1626 Balltown Road, Niskayuna, NY 12309

Main Gymnasium and Blatnick Gymnasium

WORK SCHEDULE

Work schedule and time will be mutually agreed upon with the District's Director of Operations and Maintenance prior to the start and finish work with one of the following dates:

Iroquois Gym: July 27, 2026 through July 31, 2026

Main Gym at Niskayuna High School: July 20, 2026 through July 24, 2026

Blatnick Gym at Niskayuna High School: July 13, 2026 through July 17, 2026

ATTACHMENT A - VENDOR FORM

Name of Vendor: _____

Address: _____

Prepared By: _____

Title: _____

The undersigned declares that _____ carefully examined the RFP Documents, including, but not limited to, the General Terms and Conditions, Scope of Work, and Attachments, and will furnish the service in compliance with such documents for the price(s) set forth in Vendor's Proposal.

The undersigned further agrees to be bound by the terms and conditions contained in the RFP Documents in the event that the DISTRICT accepts Vendor's Proposal.

The full name and the address of any firm or corporation of all persons interested in this RFP as principals are as follows:

Signature of persons, corporation or firm

Date: _____

Firm: _____

Phone: _____

Name: _____

Prepared by (Signature): _____

Email: _____

ATTACHMENT B

PROPOSAL PRICING SHEET

Location	Proposed Schedule	SQ FT	Price/ SQ FT	Total Price
Iroquois Middle School Finish Gym Floor		6,336		
Niskayuna High School Main Gym Finish Gym Floor		12,644		
Niskayuna High School Blatnick Gym Finish Gym Floor		8,904		
TOTAL SQUARE FOOTAGE & PRICE		27,884		
ADDITIONAL SQUARE FOOTAGE PRICE: Please provide a square footage price for refinishing (screen sanding and two finish coats) at additional locations in the district if needed.				

ATTACHMENT C
NON-COLLUSION PROPOSAL CERTIFICATION

Vendor Name: _____

Address: _____

g. General Certification:

- i. The Vendor certifies that they will furnish, at the prices herein quoted, the services and equipment as proposed on these forms.

h. Non-Collusion Certification

- i. By submission of this RFP, the Vendor certifies that it is complying with Section 103d of the General Municipal Law as follows
- ii. By submission of this RFP, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint RFP each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

the prices in this RFP have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other vendor or competitor:

unless otherwise required by law, the prices were not disclosed by the Vendor prior to opening, directly or indirectly, to any other contractor or to any competitor;

no attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not submit an RFP for the purpose of restricting competition.

- iii. An RFP shall not be considered for award nor shall any award be made where II(B)(1)(2)(3) above have not been complied with; provided, however, that if in any case the Vendor cannot make the foregoing certification, the Vendor shall so state and shall furnish with the RFP a signed statement which sets forth in detail the reasons therefore. Where II(B)(1)(2) and (3) above have not been complied with, the RFP 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 there of which the RFP is made, or their designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Vendor (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers or proposed or pending publications of new or revised price lists for such items or (C) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning subparagraph (b).

i. Certification and Authorization

- i. Any RFP hereafter made to any political subdivision of the state or any public department, agency or official thereof by corporate Vendor for work or services performed or to be performed or goods sold or to be sold, where a competitive RFP is required by statute, rule, regulation, or local law and where such RFP 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 Vendor, and such authorization shall be deemed to include the signing and submission of the RFP and the inclusion therein of the certificate as to the non-collusion as the act and deed of the corporation.

j. Department and Suspension Certification

- i. To ensure that a school authority does not enter into a contract with a debarred or suspended company or individual, each school authority must require that each responsive Vendor include a certification statement with each RFP on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by Federal agency. It is the responsibility of each Vendor to sign the certification statement and submit it with any RFP. A school authority may rely upon the certification statement submitted by the Vendor unless school authority personnel know that the certification is in error. In such cases, the school authority should contact the State agency for confirmation of the Vendor's status relative to debarment and suspension.

Signature

Title

Date

ATTACHMENT D

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), § 165-a and General Municipal Law (GML) § 103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML § 103-g, the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Vendor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Vendor is advised that once the list is posted on the OGS website, any Vendor seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

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

The DISTRICT reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature

Print Name: _____

Title: _____

Company Name: _____

Date: _____

ATTACHMENT E

INSURANCE REQUIREMENTS

With RFP responses, proposers shall include proof of General Liability Insurance with a duly subscribed insurance carrier as outlined below, as well as proof of the other enumerated insurance coverages.

1. **Commercial General Liability Insurance:**
 - a. \$1,000,000 per occurrence/ \$3,000,000 aggregate.
2. **Sexual Misconduct (Abuse & Molestation) Coverage**
 - a. Either by General Liability Insurance or a separate policy.
3. **Automobile Liability**
 - a. \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles
4. **Workers' Compensation**
 - a. Statutory Workers' Compensation and Employers' Liability Insurance for all employees. An acceptable form, as required by the NY State Workers Compensation Board shall be used. ACCORD forms are not acceptable
5. **Excess/Umbrella Insurance**
 - a. \$5,000,000 each occurrence and aggregate; \$10,000 SIR
6. **All policies shall:**
 - a. be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer;
 - b. provide for 30 days notice of cancellation;

With the execution of a contract between the district and the successful proposer:

1. The Vendor shall effectuate the naming of the District as an additional insured on the VENDOR's insurance policies, with the exception of workers' compensation, and furnish such Certificates of Insurance to the District.
2. Such policies shall state that the organization's coverage shall be primary coverage for the district, its Board, employees and volunteers
3. Vendor acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District.
4. The Vendor is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

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: