



**Empower  
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**Request for Bid  
NCSD-24-008**

**SNOW PLOWING SERVICE- NISKAYUNA HIGH SCHOOL**

**Niskayuna Central School District  
1239 Van Antwerp Road  
Niskayuna, NY 12309  
Phone: (518) 377-4666**

**SUBMISSIONS DUE BY: JULY 2, 2024 at 3:00 PM**

**TIMELINE:**

RELEASE OF BID: JUNE 18, 2024  
PROPOSAL DUE DATE: JULY 2, 2024 at 3:00 pm  
BID OPENING: JULY 2, 2024 at 3:30 pm  
NOTICE OF INTENT TO PROCEED: JULY 11, 2024

**ATTACHMENTS:** (Complete attachments where applicable and return with proposal)

- A) Bidders Cover Sheet
- B) Bid/Pricing Sheet-No Bid Reply
- C) Insurance Requirements
- D) Non-Collusion Certification
- E) C of C Iran Divestment Act 2012
- F) References

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

## **SECTION I - GENERAL INFORMATION/CONDITIONS**

### **Summary Statement:**

The purpose of this Request for Bid (RFB) is to establish a contract with a contractor to provide snow plowing services for Niskayuna High School for the 2024-2025 school year, September 1, 2024 through June 30, 2025 with two term extension options. The intent of this RFB is to award a contract to the lowest responsible and responsive bidder whose bid meets the requirements of the RFB. Bidders shall make all investigations necessary to thoroughly inform themselves about the District. This RFB is for snow removal/plowing services in parking lots and on roadways is considered by the New York State Department of Labor as Non Prevailing Wage work. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the RFB, will be accepted as a basis for varying the requirements of the District or the compensation to the vendor.

### **General Information:**

Niskayuna High School is located at 1626 Balltown Road, Niskayuna, New York 12309

## **SECTION II - GENERAL REQUIREMENTS**

### **Instructions to Bidders:**

The contract will be awarded in accordance with the Sealed Bid procurement method. The submission of a bid will indicate that the bidder (1) has read the instructions, (2) will abide by the terms and conditions governing this Request for Bid, (3) understands the requirements for delivery of the services specified (4) **MUST** provide Insurance Certificate with bid.

### **General Instructions:**

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

### **Questions:**

Contractors are responsible for reading carefully and understanding fully the terms and conditions of this RFB.

## **SECTION III - TERMS AND CONDITIONS**

1. The issuance of this RFB request constitutes only an invitation to submit a response to the District.
2. No officer of the school district or member of the Board of Education shall have interest in this bid.
3. This Bid request does not commit the District either to award a contract or to pay any costs incurred in the preparation of a submission. Bidders shall bear all costs associated

with submission preparation, submission and attendance at presentation interviews, or any other activity associated with this bid request or otherwise.

4. All bids and accompanying documentation become the property of the Niskayuna Central School District. The District shall not divulge any information presented to anyone outside the District, unless required by law, without the written approval of the individual or firm. The District reserves the right to use the information and any ideas presented in any submission in response to this RFB request, whether or not the submission is accepted. Submitted bids 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 bidder believes that any information in its bid 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 bidder shall submit with its bid 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 bidder 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. The District neither makes nor assumes any contractual obligation by issuing this RFB request, receiving and evaluating responses, or making preliminary bidder selections. Providing a response as provided herein shall neither obligate nor entitle a bidder to enter into a contract with the District.

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

7. 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 a contract between the District and the particular bidder. In submitting a response, it is understood by the bidder 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.

8. 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.

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

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

11. The selected bidder's bid 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.

12. 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 Bids. Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder'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.

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

14. It is a requirement that bidders 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 bidder. Note: The District reserves the right to approve and designate sub-contractors to be used in any of the services being proposed.

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

16. Bids shall be opened publicly at the District's Business Office location, or other duly designated location, on the "received by" date and time indicated on the cover page. The name of each bidder shall be read publicly and recorded. Unless disclosure of final bid pricing would constitute an impairment of negotiations, the proposed bid, cost, or sum of each proposer will be read publicly as well. The content of bids shall not be subject to public inspection until after contract award. Subsequent to contract award, bids may be reviewed unless they, in total or in part, contain information which is exempt from disclosure pursuant to the Freedom of Information Law (e.g. a trade secret).

17. At any time prior to the specified bid due time and date, a bidder (or designated representative) may withdraw their bid.

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

- Waive any immaterial defect or informality; or
- Reject any or all bids, or portions thereof; or
- Reissue an invitation for bid.

19. The District Board of Education reserves the right to award a contract in the best interest of the District. The Board of Education's decision will be final.

**Bidders Default – Failure of the Bidders to comply with any of these provisions may be considered a reason for rejection of the Bid.**

## **SECTION IV – INFORMATION TO BIDDERS**

1. **General Scope:** Niskayuna Central School District is desirous to establish a contract with a contractor to provide snow plowing services for Niskayuna High School. This RFB is for snow removal/plowing services in parking lots and on roadways and is considered NON Prevailing Wage work by the New York State Department of Labor.
2. **Award of Contract:** The District will award the bid to the lowest bidder and/or responsible bidder whose bid is most advantageous to the District. In determining the most advantageous bid, the District will consider criteria such as, but not limited to, cost, bidder's past performance and/or service reputation, and service capability, quality of the bidder's staff or services, customer satisfaction, bidder's past relationship with the District.
3. **Contract Term:** Effective, upon award, the contract term shall be effective September 1, 2024 through June 30, 2025, with two term extension options.
4. **Bid Notification:** Successful bidder(s) will be notified via emails and/or purchase orders after the Board of Education approval of the Bid.
5. **Pricing:** Prices for all goods and/or services shall be firm for the duration of this contract.
6. **Invoicing:** An itemized invoice should be prepared for each individual service and submitted directly to the Niskayuna Central School District, Accounts Payable Department, 1239 Van Antwerp Road, Niskayuna NY 12309.
7. **Payment Term:** Net thirty (30) days from receipt of the invoice.

## **SECTION V – GENERAL CONDITIONS**

1. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned to the bidder. The bidder 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 bidders assume responsibility for having their bids 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 will be allowed for federal, state, or municipal sales and excise taxes since the school district is exempt from such taxes. The bid 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.
4. Under penalty of perjury the bidder certifies that:
  - (a) The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids.
  - (b) The contents of the bid have not been communicated by the bidder, nor, to its best

knowledge and belief, by any other its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

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

## **SECTION VI - BID FORMAT AND INSTRUCTIONS**

### **POINT OF CONTACT**

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

Michael DeSantis, Purchasing Agent  
Niskayuna Central School District  
1239 Van Antwerp Road  
Niskayuna, New York 12309  
518-377-4666 x50701  
[purchasing@niskyschools.org](mailto:purchasing@niskyschools.org)

## **SECTION VII - SPECIFICATIONS**

The Niskayuna Central School District is seeking to establish a contract with a contractor for Snow Plowing Services, starting September 1, 2024 through June 30, 2025, with two term extension options at the following location:

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

### **SCOPE**

1. Bidders are requested to visit the school site to familiarize themselves with the roads, sidewalks, and parking areas and discuss the snow removal procedure with the Senior Groundsman. Contact information is enclosed. A meeting with the Senior Groundsman and successful bidder will be scheduled in October of each contract year to review plowing service specifications.
2. The school district reserves the right to terminate this contract for snow plowing if the contractor fails to deliver the desired performance.
3. Bidders must provide an insurance certificate and comply with the attached insurance requirement which is part of this bid. A copy of the Contractor's policy must be filed with the school district upon award of the contract by the Board of Education. Successful bidder is responsible for damage to landscaping, drives, curbing, and lawns by snow plowing. A meeting with the Superintendent of Buildings & Grounds, Senior Grounds Worker and the contractor is required on or about April 1 of the following year to discuss any damage and to schedule repairs if necessary.
4. Bidders must provide a list of at least three school districts of comparable size as evidence of previous experience. The snowplowing will be done by employees of the successful bidder. **NO SUBCONTRACTORS.**

- a. Along with the completed Bid Form, Bidder must provide a complete list of equipment available for snow removal tasks to ensure services can be completed as required.
5. This is for the period, effective **SEPTEMBER 1, 2024 through JUNE 30, 2025** that includes pricing for a multi year term should the District exercise its option to extend the contract, for a maximum of two (2) terms. The district retains the right to terminate this contract on a term by term basis.
6. Snow plowing will be carried out according to the following plan:
- a. The Superintendent of Buildings and Grounds or Senior Groundsman shall establish the priority of the services to be performed. The priority includes the provision of immediate services at the high school before cleanup work is accomplished.
  - b. **Heavy Snowfall** - an accumulation of 2 inches or more is reported by the U.S. Weather Bureau, Albany Airport. The Superintendent of Buildings and Grounds or Senior Groundsman will notify the Contractor of the snow plowing to be performed. Plowing shall be done in a manner that will permit normal operation of school, including plowing during the course of a storm when it occurs immediately before or during school hours.
- Light Snowfall** – an accumulation of less than 3 inches is reported by the U.S. Weather Bureau, Albany Airport. The Superintendent of Buildings and Grounds or Senior Groundsman may notify the Contractor if snow plowing is to be performed. Plowing shall be done in a manner that will permit normal operation of school, including plowing during the course of a storm when it occurs immediately before or during school hours. The Contractor shall begin the required services as soon as practicable but not later than one hour following notification.
- a. Contractor is responsible to repair lawn and curb damage or any other property damage by April 1. Final payment may be held until all lawn or curb repairs are completed.
  - b. Scope of operations:  
The following areas require immediate services to ensure no interruption in the normal operation of school:

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

- i. Snow removal must be done by 6:00 a.m. due to buses leaving High School
- ii. Entrances and exits to school
- iii. All roadways
- iv. All parking areas
- v. All bus loops

vi. Snow removal must be up to the curb

**For Your Information:**

The bid is normally evaluated assuming a typical six (6) inch snowfall using:

- Six (6) - 1-ton pick-up with a 9' - 10' plow
- One (1) - 14-yd dump
- One (1) - 12' box plow or similar attachment
- One (1) - 3-yd loader
- One (1) - Large capacity snow blower (8' minimum)

**CONTRACT TERM:**

- Effective upon award for the contract term **SEPTEMBER 1, 2023 through JUNE 30, 2025** with two (2) 12-month extension options.
- Upon completion of the initial term and upon mutual agreement the contract may be extended for two (2) twelve- (12) month periods. The contract may also be extended on a month-to-month basis for a period not to exceed six (6) months, with the mutual agreement of both the respondent and the District.

**PRICE REDETERMINATION/CONTRACT EXTENSIONS:**

A price redetermination may be considered by the District only at anniversary date of the contract for an additional term and shall be substantiated in writing (i.e. Manufacturer's direct costs, postage rates, Federal /State minimum wage law; Federal/State unemployment taxes; F.I.C.A; Insurance Coverage

Rates; etc.) or if specified in Section VII of the proposal, shall be based on the then current Consumer Price Index for all Urban Consumer (CPI-U) as published by the Bureau of Labor Statistics for the U.S. Department of Labor, New York state average.

These statistics will be referenced for negotiable purposes only; therefore the respondent is not to interpret that 100% of the index rate will be applied. All requests for price redetermination with written substantiation must be submitted to the District at the time of notification of extension.

The respondent's past experience of honoring contracts at the proposal price will be an important consideration in the evaluation of the lowest and best proposal.

The District reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the District.



**FOR FURTHER INFORMATION, PLEASE CONTACT:**

Anthony Lento,  
Director of Facilities  
(518) 337-7355  
alento@niskyschools.org

or

Michael DeSantis,  
Purchasing Agent  
(518) 377-4666 Ext.50701  
mdesantis@niskyschools.org

**SECTION VIII – BID SUBMITTAL**

**FORM OF SUBMITTAL**

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

Niskayuna Central School District  
1239 Van Antwerp Road  
Niskayuna, NY 12309

Attention: Michael DeSantis, Purchasing Agent  
**Snow Plowing Service- Niskayuna High School**

**DELIVERY OF PROPOSALS**

The proposal shall be properly addressed as shown in Section VIII 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. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt by the District; please note that daily mail through the U.S. Post Office often arrives at the District after 3:00 PM. Bids received by the District after the closing time and date will not be considered. Bids delivered by e-mail or facsimile shall not be considered. The District does not accept responsibility for late or mis-delivered bids.

**RESPONSE DATE AND TIME**

The response due date and time is:

**JULY 2, 2024 at 3:00 PM**

**ATTACHMENT A – BIDDERS COVER SHEET**

**BIDS TO BE OPENED:  
TIME: 3:30 PM**

**DATE: July 2, 2024**

**LOCATION:  
Niskayuna Central Schools  
District Office  
1239 Van Antwerp Road  
Niskayuna, New York 12309**

**NAME OF BIDDER:**

\_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TEL:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**SIGNATURE/TITLE OF AUTHORIZED REPRESENTATIVE:**

\_\_\_\_\_

\_\_\_\_\_

**DELIVERY DATE / TIME  
(For District Use Only):** \_\_\_\_\_

The following specifications are to serve as the minimum requirements for this solicitation and should not be construed to exclude any other make or model of comparably equipped instruments of the same class designation. Any substitute may require a sample to be provided to the District prior to bid award.

**ATTACHMENT B – BID PRICING SHEET/NO BID REPLY**

The bid price is requested on an hourly basis, with respect to the type of equipment used; state capacity and size and indicate rate as specified. Please complete a bid summary sheet for each year.

**SNOW PLOWING 2024-2025**

**BID AS MANY SUGGESTED ITEMS AS SPECIFIED BELOW AND SPECIFY ANY OTHER SIZES AND TYPES OF VEHICLES OFFERED. EVALUATION OF BIDS WILL BE BASED ON TYPES OF EQUIPMENT REQUIRED FOR A TYPICAL SIX (6) INCH SNOW FALL PLOWING MUST BE DONE UP TO THE CURB.**

**This RFB is for snow removal/plowing services in parking lots and on roadways and is considered NON Prevailing Wage work by New York State Department of Labor.**

	<u>Price per Hour</u>
<u>1 Ton Pick-up (9' - 10') Plows - 4 Wheel Drive</u>	\$ _____
<u>6 Yard Dump (9' - 10') Plows</u>	\$ _____
<u>10 Yard Dump (10') Plow</u>	\$ _____
<u>14 Yard Dump (12') box plow</u>	\$ _____
<u>Loaders w/ pusher</u>	\$ _____
<u>Large capacity Snow blower (8 foot minimum)</u>	\$ _____
<b><u>Pusher with non-metallic edge may be required</u></b>	\$ _____
<u>Price Per Yard to Salt (If Needed)</u>	\$ _____
_____	\$ _____

**BIDDER INFORMATION**

**NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**COMPANY** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**PHONE** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

**DATE** \_\_\_\_\_

**NO BID REPLY – NISKAYUNA HIGH SCHOOL SNOWPLOWING- #NCSD 24-008**

**BIDDER:**

If for any reason, you are not submitting a bid on this Request, we ask that you check one or more reasons below and return to us in the return bid envelope. From our study of these reasons, we are hopeful that we can develop future bid packages which will elicit your bid.

Thank you for taking the time to reply. We look forward to working with you in the future.

**We hereby submit a NO-BID for the following reason(s):**

- ( ) 1. We are not interested in selling through the bid process.
- ( ) 2. We are unable to prepare the bid form in time to meet the due date.
- ( ) 3. We do not wish to bid under the terms and conditions of the request for bid document.

OBJECTIONS: \_\_\_\_\_  
\_\_\_\_\_

- ( ) 4. We do not feel we can be competitive.
- ( ) 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- ( ) 6. We do not wish to sell to a political subdivision.

OBJECTIONS: \_\_\_\_\_

- ( ) 7. We do not sell the items on which bids are requested.
- ( ) 8. Other: \_\_\_\_\_  
\_\_\_\_\_

We wish to    ( ) Remain On    ( ) Be removed from the list of bidders

Firm \_\_\_\_\_ Signed \_\_\_\_\_

## **ATTACHMENT –C-INSURANCE REQUIREMENTS**

### **Niskayuna Central School Contractor Insurance Requirements.**

#### **ALL BIDS MUST INCLUDE INSURANCE CERTIFICATE**

- 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 BIDDING CERTIFICATION**

***NISKAYUNA CENTRAL SCHOOLS  
BID PROPOSAL CERTIFICATIONS***

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

General Bid Certification

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

I. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder 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 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)**

---

**Title**

**Date**



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

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

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

By submission of this 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

The undersigned, \_\_\_\_\_ (Name of Authorized Bidder Signatory), make the foregoing certification, as the \_\_\_\_\_ (Title of Authorized Bidder Signatory), of \_\_\_\_\_ (Name of Bidder), 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: