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**Request for Proposals
NCSD-25-007**

**EMPLOYEE BENEFIT/HEALTH INSURANCE BROKER
& CONSULTING SERVICES**

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

SUBMISSIONS DUE: MARCH 3, 2025, 2:00 P.M.

TIMELINE:

RELEASE OF RFP: JANUARY 7, 2025

QUESTIONS DUE FROM VENDORS: JANUARY 24, 2025 at 4:00 PM

DISTRICT PROVIDES ANSWERS TO QUESTIONS: FEBRUARY 12, 2025

PROPOSAL DUE DATE: MARCH 3, 2025 at 2:00 PM

RFP AWARD BY BOARD OF EDUCATION: APRIL 8, 2025

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

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 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 (Use Appendix A Form or Equivalent)
2. Executive Summary
3. Responses to the questions and information requests outlined in items A-K of the section, "RFP Response Requirements & Structure."
4. Non-Collusion Proposal Certification (Use the Appendix B Form)
5. Insurance Certificate (As required by Appendix C)
6. Certificate of Compliance with the Iran Divestment Act of 2021 (Use the Appendix D Certification)
7. References - At least five (5) are required (Use the Appendix E Form or Equivalent)

RFP TIMELINE & PROTOCOL

RFP Issued

Tuesday, Jan. 7, 2025

Intent to Bid

Please confirm, in writing or by email, within two weeks of the RFP issue date, your intent to bid or not bid. Confirmations should be sent to Michael DeSantis, Purchasing Agent, at mdesantis@niskyschools.org by Tuesday, Jan. 21, 2025.

Due Date & Form of Submittal

All responses must be received no later than 2:00 p.m. on March 3, 2025.

Submit one (1) clearly labeled original and five (5) copies of your proposal with completed attachments/certifications in a sealed package with the company submitting identified on the package, addressed as follows:

Michael DeSantis, Purchasing Agent
Niskayuna Central School District
1430 Balltown Road
Niskayuna, NY 12309

The Proposal shall be properly addressed as shown above 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 2:00 PM. Bids 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 misdelivered Proposals.

Pre-Proposal Questions

All questions or requests for RFP clarifications or explanations must be submitted no later than Jan. 24, 2025, addressed to the attention of Michael DeSantis via email at mdesantis@niskyschools.org.

Responses will be published and issued to all proposers of record by Feb. 12, 2025. The District reserves the right to amend the RFP based on questions and issues raised at any time prior to the RFP submission deadline.

RFP Responses

All costs, directly or indirectly, related to responding to this RFP (including all costs incurred in supplementary documentation, information or presentation) will be borne by the Proposer.

The District will interpret the submission of a Proposal to mean that the Proposer is fully informed as to the extent and character of the services required and that the Proposer can furnish the same in complete compliance with the Proposal documents.

District Ownership of Responses

Upon submission, all responses become the property of the District. The District reserves the right to use the information and any ideas presented in any submission in response to the RFP, whether or not the submission is accepted.

Interviews/Presentations

Proposers may be required to attend an interview with and/or make a presentation of their qualifications to an RFP Evaluation Committee. Based on analysis of the proposals, presentations will be scheduled within 1-3 weeks following receipt of responses. It is requested that the primary account representative that will be assigned to the District's account actively participate in this part of the RFP process.

Contract Award and Preservation of Rights

All proposals will be reviewed, analyzed, compared and evaluated for completeness, supporting data, service capabilities, proposed cost, and level of expertise, staffing and responsiveness to

the RFP. Bidders will also be evaluated on refinements and additions to the services sought by the District which may reflect unique capabilities and experiences. It is anticipated that one bidder will be selected as the Broker of Record.

The District reserves the right to reject any or all of the Proposals and to advertise for new Proposals, if in its opinion, the best interests of the District will be promoted.

The District reserves the right to reject incomplete proposals. Also reserved is the right to contact any and all bidders for clarification and/or modification of proposals received, and to request additional data or material at any time.

The District reserves the right to reject Proposals that impose conditions that would modify the terms and conditions of the Proposal documents or limit the Proposer's liability to the District on the contract awarded on the basis of such Proposal.

The District reserves the right to reject any Proposal where investigation and evaluation of the Proposer's qualifications indicate that the Proposer may not promptly and efficiently complete the services as per the specifications.

The District reserves the right to negotiate the terms of the RFP, including the award amount, with the selected Proposer(s) prior to entering into a contract.

Contract Terms and Conditions

The contract resulting from this RFP shall begin upon a date designated at the time of Board of Education approval which ideally will be July 1, 2025 and end June 30, 2026 and may be renewable for additional one-year terms based upon mutual, written agreement of the parties. Continuance of any contract shall be dependent upon the contractor's ability to provide satisfactory service as set forth in this RFP.

Services cannot be provided and expenses cannot be incurred until an Agreement has been fully executed.

In submitting a proposal, a Proposer agrees to the following terms and conditions to be incorporated in the written contract with the selected Contractor(s):

Termination

The District reserves the right to terminate the contract at any time with or without cause by giving the Contractor thirty (30) days written notice of the intention to terminate. Termination will be effective with delivery to the Contractor of a written notice to terminate, stating the date upon which the termination becomes effective.

Upon receipt of the notice to terminate, the Contractor shall:

1. Stop all work.
2. Assign to the District all rights, title and interest in the work being developed.
3. Immediately deliver forthwith to the District all completed work and work in progress.
4. Preserve and protect, until delivery to the District, all material plans, and documents related to this contract, which, if the contract had been completed would have been furnished to the District or necessary to the completion of the work.

5. Within ten (10) days, return all supporting documents, data, property of the District or other materials supplied by the District to the Contractor; such conveyance to be in a manner so as to preserve the inherent or assumed confidential nature of such documents, data or other material. If information has been provided to the Contractor in electronic form, the Contractor will commit to the District that such information will be deleted from the Contractor's electronic storage media.

Payment

Payment shall be made within thirty (30) days following satisfactory completion of the contract services upon approval by the District.

Payment will be made only after a correct, original invoice has been received from the Contractor. The invoice must reflect Proposal pricing.

Payment of any invoice shall not preclude the District from making a claim for adjustment for any services found not to have been provided in accordance with the contract

HIPAA

The Contractor stipulates that the Contractor is and will remain in compliance with the privacy and security requirements of the Health Insurance Portability and Accountability Act ("HIPAA") and as evidence of the same, will enter into a HIPAA Business Associate Agreement with the District, to be attached to the Contract as an Exhibit and made a part thereof.

Independent Contractor

Contractor will be engaged as an independent contractor and acknowledge it is not an employee of the District and neither Contractor nor any of its employees, agents or assigns will be eligible for any employee benefits whatsoever relative to the contract, including but not limited to Social Security, New York State Workers' Compensation, Unemployment Insurance, Employees' Retirement System, Health or Dental Insurance or the like.

Indemnification

The Contractor agrees to defend, indemnify and hold harmless the District, its board members, officers, employees, agents and representatives against all claims, demands, actions, lawsuits, costs, damages, and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the Contractor, its officers, directors, employees, agents or representatives in connection with the performance of the services pursuant to the contract. The obligations pursuant to this provision shall survive the termination of the contract.

Miscellaneous

The contract may not be assigned or otherwise transferred by either party without the express written consent of the other. No change, alteration, modification or addition to the contract shall be binding or effective unless in writing and properly executed by both parties.

The contract and all matters concerning its interpretation, performance or enforcement thereof shall be governed in accordance with the laws of the State of New York. Any suits concerning the contract will be brought and adjudicated in Supreme Court, Schenectady County.

The District's failure to enforce at any time for for any period of time the provisions of the contract shall not be construed to be a waiver of such provisions or the right to enforce each and every provision.

GENERAL INFORMATION

DISTRICT OVERVIEW

The Niskayuna Central School District, located in Schenectady County, operates one high school, two middle schools and five elementary schools. The district has a commitment to outstanding educational programs and opportunities that prepare students for future success in college, vocational training, the military and the workforce.

- Enrollment - 4,350 students K-12
- Board of Education - 7 members elected for 3 year terms
- BOCES - component of the Capital Region Board of Cooperative Educational Services
- District Leadership:
 - Superintendent of Schools - Carl Mumenthey
 - Assistant Superintendent of Instruction - Jessica Moore
 - Assistant Superintendent of Student Support Services - Timothy Fowler
 - Assistant Superintendent of Business and Operations - Matthew Leon
 - Director of Human Resources - Matthew Petrin
- Number of Employees - 675 full-time and 170 part-time

PURPOSE OF RFP

Given the cost and complexity of employee benefits, the Niskayuna Central School District is seeking the most qualified Broker to provide brokerage, consultant and administrative services. The District's stated goal is to be an "employer of first choice" in the Capital Region and we seek to provide outstanding employee benefits and customer service at the best value to both taxpayers and plan members, who are our employees and retirees. The District is inviting all interested firms to submit a proposal to provide the full scope of services set forth within this Request for Proposal (RFP). Unless a specific note is made to the contrary in your Proposal or a subsequent contract, we will assume that your Proposal conforms to the District's specifications and an award to you will bind you to comply fully with all of the following Conditions, Stipulations, and Specifications.

Firms may be chosen to be considered for any or all of the following consultant, brokerage and administrative services:

Health, Group Medicare Plans, Dental, Vision, Flexible Spending Account, COBRA Administration, Benefits Administration, Medicare Part D Subsidy Reimbursement, Life, Accident and Disability Insurance.

NISKAYUNA HEALTH INSURANCE PLAN/PROGRAM OVERVIEW

The district's health insurance program is self-funded and operates on a calendar year basis (versus a school fiscal year). Open enrollment takes place annually from mid-November to mid-December.

The district offers individual, two-person, and family coverage. Medical, dental and vision are bundled and there are no health insurance "buyouts" for those who do not use District insurance. Coverage options are the same across the district's seven bargaining units, with members contributing between 20% and 25% of the annual premium. Retirees contribute 27.5% with different rates for Medicare (over 65) and non-Medicare (under 65).

Employee Membership in Health Plans

Total Employees in the Plan: 515
Total Employee Family Members Covered: 906
Total Retirees in the Plan: 428
Retiree Family Members Covered: 218
Surviving Spouses Covered: 12

Total Covered Lives: 2,079

Annual Expenses

The following represents both claim and administrative health insurance expenses for district fiscal year 2023-24. These figures are not adjusted for Stop Loss payments or employee/retiree contributions.

Medical

\$7,790,735 (Empire/Anthem, includes administrative fee)

Prescription

\$6,409,459 (Capital Region BOCES Pharmacy Consortium with Keenan & Associates, CanaRx, includes consortium participation fee)

Stop Loss Insurance

\$1,205,721 (HM Life, \$275,000 claim threshold)

Dental

\$757,527 (Delta, includes administrative fee)

Vision

\$49,455 (Davis, includes administrative fee)

Life, Accident and Disability

\$419,575 (The Hartford, 2024)

SCOPE OF SERVICES

The Niskayuna Central School District is seeking benefits broker/consultant to perform the full range of services related to the design, implementation, maintenance, communication, and improvement of Niskayuna Central School District's benefit programs. This includes, but is not limited to the services outlined below. The selected Employee Benefits Broker will work closely with the Human Resources and Business offices and other members of Senior Administration in performing these functions. The selected consultant will attend meetings at our District offices, as required.

A. Benefit Program Design and Renewals

- Assist the District in developing a long-term employee benefit strategy for Niskayuna Central School District.
- Analyze, prepare and present reports to the District on at least a quarterly basis, for each benefit program, analyzing financial developments, claim experience, network utilization, insurer cost structures, etc.
- Negotiate all benefit plan renewals on all issues including those related to premiums, benefit levels, plan design and special terms and conditions.
- Solicit competitive bids from benefit plan vendors and evaluate bids and bidders, including costs, experience and history, administration, coverage, claim procedures, customer service, network scope abilities, financial policies and stability in order to identify the most beneficial vendor packages for Niskayuna Central School District.
- Make recommendations regarding plan changes, modifications and/or benefit enhancements, and negotiate changes with carriers.
- Lead the annual process of developing the health insurance budget projections and associated premium setting in advance of the open enrollment period.
- Review contracts with summaries of coverage with providers for accuracy in rates, benefits, eligibility and coverage definitions.
- Assist with the implementation/transitioning of carriers/administrators
- Provide education to Human Resources and Niskayuna Central School District Senior Administration regarding best practices, industry and market trends, healthcare reform changes, regulatory and compliance issues, etc.

B. Plan Governance and Compliance

Assist Niskayuna Central School District in ensuring our benefits programs are in compliance with all relevant federal, state and local laws, statues and regulations, through the following:

- Prepare summaries of current and upcoming compliance status, identifying areas of potential non-compliance that require further verification and complete annual review to ensure compliance.
- Provide a timeline and checklist for all relevant requirements by the Department of Labor and other agencies.
- Recommend procedures and/or policies Niskayuna Central School District should implement to become or remain in compliance.

- Assist the District in the preparation, review and updating of benefit plan documents, including “wrap” documents, summary plan descriptions, and 5500 filings, etc.
- Assistance with Affordable Care Act/PPACA compliance and annual generation fo 1095-Cs.
- Provide advice on topics such as non-discrimination testing strategies, excise tax reporting, self corrections for administrative compliance resolution and changes to contribution formulas.
- Research and alert the Niskayuna Central School District Human Resources Office of upcoming legislative mandates and assist with implementation of strategies to ensure compliance to those changing mandates.

C. Benefit Program Administration Consulting

- Assist in the administration and implementation of new and existing benefit programs.
- Advise the District of matters and developments regarding carrier service issues
- Provide day-to-day consultation, research and responses on matters such as , but not limited to, plan interpretation, claims, billing and other matters that arise.
- Interface with benefit providers as needed to assist Niskayuna Central School District in the resolution of problems associated with our benefit programs.
- Provide hands-on assistance to employees navigating complex benefit claims, including denials, appeals, etc.

D. Employee Communication, Employee Education/Wellness and Open Enrollment

- Assist Niskayuna Central School District in developing a strategy around the communications to and education of employees about benefit programs.
- Assess current employee communication program materials used for compliance with federal, state and local laws statutes and regulations in addition to assessing the materials clarity, completeness and applicability.
- Provide assistance, technically and creatively, in the ongoing development and preparation of various employee communication materials and annual employee surveys
- Assist in developing specialized communications for specific employee groups such as pre-retirees, retirees, non-participants, etc.
- Assist in developing a Wellness program for our employees by providing market research on wellness strategies, low-cost wellness tools, etc.
- Provide open enrollment and health fair support, including, but not limited to, developing timelines, assisting with development of materials, coordinating presenters and participating in open enrollment/health fair meetings as reasonably requested.

RFP RESPONSE REQUIREMENTS & STRUCTURE

In order for all proposals to follow the same format, the response to the RFP should address the questions below, with a separate section for each of headings A-K (e.g., Qualifications and Related Experience, Approach/Philosophy, Service Team, etc.)

Where samples are requested, those should appear in the RFP response after the narrative responses for a respective section. Example: The samples requested in the “Data Analysis & Reporting section should appear after the narrative for that area and before the responses to “Consultive & Administrative Services.”

All of the responses should be preceded by an Executive Summary.

Answers should be clear and concise.

A. Qualifications and Related Experiences

1. Provide a brief description of your company, including history, ownership, business affiliations, lines of business (including ones not covered as part of this RFP), the year your company was founded, number of employees, etc.
2. Do you have a dedicated education practice? If so, how will they be engaged to assist us? How many employers in our industry do you serve?
3. How is your firm organising around technology-based innovation in the healthcare arena?
4. What is your employee benefits client retention rate, measured by the percentage of employee benefits clients you lose to competitors each year?
5. Describe your company’s experience with clients who are similar in size and business to Niskayuna Central School District.
 - a. In your opinion, what are the three (3) major challenges school districts our size face and how will your company help meet these challenges?
 - b. If possible, References (Appendix E) should include at least three (3) reference clients who are similar in size and business to Niskayuna Central School District.

B. Approach/Philosophy

1. Describe your company’s philosophy for servicing an account and commitment to customer service and quality assurance.
2. What processes do you use to understand the needs of your clients and ensure satisfaction?
3. Describe your approach to supporting our programs throughout the year in addition to the annual renewal process and open enrollment periods.

4. How do you manage vendor relationships?

C. Services Team and Services Provided

1. Describe the team that will provide services to the Niskayuna Central School District.
2. Identify the key personnel from your company who will be providing service to Niskayuna Central School District.
 - a. Please provide the roles and responsibilities of each team member (including the number size and scope of other accounts to which they are committed) along with brief biographies and their reporting relationships.
 - b. Describe any plan design initiatives the service team who would be assigned to Niskayuna Central School District has led with your clients during the past 2 years.
3. Provide an overview of your consulting service model.

D. Benefit Program Design and Renewals

1. What is your approach to developing, implementing and optimizing multi-year health and well-being programs?
2. What resources do you have available to help us manage our benefits and outline a benefits strategy consistent with current and future business plans?
3. Describe the process you would take in reviewing Niskayuna Central School District's current employee benefits programs, negotiating renewals and designing changes to the program.
4. How would you transition our account to your organization? Provide a timeline.
5. Beyond the transition, provide a calendar of service interactions you recommend during the year for a client of our size. How often does your team meet with your clients and for what purposes?
6. How do you work with clients to help ensure their financial investment in employee benefits is spent effectively and efficiently?
7. How do you approach benefits as part of the employee total rewards package?
8. Define your marketplace leverage and your ability to negotiate the best rates with existing and alternative carriers.
9. Describe your approach to monitoring the performance of insurance carriers, TPAs and other health and welfare vendors. What models and tools do you use for claims and financial analysis?
10. Do you have an in-house HRIS or benefits administration platform? If yes, please identify this platform, its capabilities and the audiences that use it (e.g., employer and employee

or employer only). If you do have an in-house HRIS or benefits administration platform, are you able to make objective recommendations to the school district for the selection of one?

11. Describe the firm's view of the role wellness programs have on controlling healthcare costs. What resources and tools do you offer clients around wellness initiatives?

E. Data Analysis and Reporting

1. What standard periodic reports will be provided to the Niskayuna Central School District? How frequently will these reports be provided? Please provide a sample of these reports.
2. What additional reports are available to analyze utilization and claim on an in-depth level, in particular in respect of medical and pharmacy claims? How frequently will these reports be provided? Please provide a sample of these reports.
3. Describe any special analysis or unique tools that you provide to help monitor and manage our programs.

F. Consultative & Administrative Services

1. Describe in detail the process your firm would undertake in providing a consultative review and analysis of our employee benefits. Demonstrate how you would develop the recommendations to provide our benefits in a most cost effective manner. This section should include the following:
 - a. The specific items you would review and why.
 - b. A description of the analysis you will provide.
2. Describe your firm's expertise with regards to experience rating, self-insurance and alternative funding.
3. Describe how your firm will assist the School District with their Benefit Renewals to include preparation of bid specifications, requesting quotes that will meet the School District's needs, requesting alternative coverage quotes if necessary, negotiating the renewal, meeting directly with insurance company underwriters, and placing the insurance as directed.
4. How you will assist us with the competitive marketing and the placement of our plans including the development of marketing specifications, identification of new markets, evaluation of proposals and bidders, claim payment procedures, customer service, network, and identify the most cost-beneficial package from the bidders, negotiations and placement of insurance contracts for annual renewals.
5. What criteria do you use to review, assess and select new vendors/carriers?
6. What process do you use to implement plan design changes or new plans/carriers?
7. Describe the billing process for retirees that your firm will utilize.
8. Provide supporting document samples that illustrate the Professional Services that we can expect to receive as a client of your Agency, as well as samples of literature that

contain pertinent employee benefits information that you refer to or deem important enough to include in your proposal.

9. Disclose any third-party agreements in which the consultant would receive commissions upon purchase by the district.
10. What consulting services and/or technical support does your firm have available to the School District to facilitate the implementation of enhanced benefits management tools?

G. Compliance

1. Describe your process for providing an initial and ongoing compliance review of our plan.
2. Do you have an in-house benefits attorney?
 - a. If yes, please provide his or her credentials and the number of years he or she has provided counsel on benefit issues.
 - b. If no, do you use an external benefits attorney? Which firm do you use?
3. Describe how you keep your clients informed of changes in federal and/or local laws and how you ensure that these updates are provided with enough advance notice to ensure compliance?
4. Describe your services in preparation for, review and updating of benefit plan documents.
5. Explain what steps you have taken to become HIPAA compliant.
6. Describe the firm's available services in regard to the Affordable Care Act/PPACA.
7. Describe the access we will have to compliance resources.

H. Employee Communication, Education and Wellness

1. Provide a general description of your capabilities regarding employee communications and employee education, including both paper-based and web-based mediums.
 - a. Please provide 2-5 samples of employee communication and employee education materials you have developed.
2. What is your approach to developing, implementing and optimizing multi-year health and well-being programs?
3. How can your company assist Niskayuna Central School District in developing a robust wellness program?
 - a. Describe 2-3 examples of Wellness programs that you have implemented for other clients? What were the factors in designing these programs? How did you advise your clients to encourage employee engagement in these programs?
 - b. Can you provide examples of low-cost wellness tools?
 - c. Does your company have staff dedicated to working with clients on Wellness programs?

4. Describe potential metrics and reporting options for evaluating wellness programs and their impact on medical claims.

I. Life, Accident and Disability Insurance

1. Please provide your experience and capabilities in assisting clients with obtaining quality life, accident and disability insurance for employees at the best value.
2. What steps would you take to assess the District’s current life, accident and disability insurance plans and to identify and review options for the future?

J. Flexible Spending Accounts

1. Please provide your experience and capabilities in assisting clients with obtaining quality flexible spending arrangement programs for their employees?
2. What steps would you take to assess the District’s current provision for employee flexible spending arrangements and to identify and review options for the future?

K. Fees/Commissions

The fee structure must be provided using the format/table below, with any additional narrative necessary to answer questions 1-4.

1. Based on all the requirements outlined in the Scope of Services section, what is your proposed fee or commission rate? This fee should include all expense costs, including travel and miscellaneous support costs. Please provide a breakdown of this fee as appropriate. How would the fee/commission rate be structured?
2. Describe your firm’s policy on accepting contingent commissions, or any other sources of income, revenue, consideration, compensation or overrides in connection with services provided to you clients.
3. Are there any startup fees? If so, please describe them.
4. What are your standard termination contract provisions? Is there a minimum contract period? Are there termination fees and/or penalties?

Consultant/Administrative Services	Fee Structure
Annual Fee for All Health Insurance Program Brokerage, Consultation & Administration	
Any additional fee for Flexible Spending Account Brokerage/Administration	
Any additional fee for Life, Accident and Disability Insurance Brokerage/Administration	

Any Additional Fee(s) <u>Please Specify</u>	
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CRITERIA FOR EVALUATION OF PROPOSALS

It is anticipated that some or all of the proposers will be selected for presentations/interviews with an Evaluation Team from the district.

After the District Evaluation Team has received all of the proposals and completed the presentations/interviews, the members will make a decision based on the value, service, capabilities and experience demonstrated by the proposers.

The vendor selection will be evaluated on the following criteria:

- Overall firm experience
- Experience with health benefit insurers
- Understanding of District needs and the scope of services
- Track record for helping clients achieve value - Maximizing benefits at best cost
- Customer service for the District, employees and retirees
- Reporting and analysis capabilities
- Demonstrated ability to support health insurance plan compliance
- References

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 cost and in accordance with the conditions of the proposal.

GENERAL CONDITIONS

- 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 via personal delivery, the proposer assumes responsibility for having their proposal deposited on time at the place specified.
- Sales to school districts are not affected by any fair-trade agreements. (General Business Law, Ch. 39, Sec. 369-a, Sub. 3, L. 1941)
- No interpretation of the meaning of the specifications or other contract document will be made to any proposer orally.
- The issuance of this RFP request constitutes only an invitation to submit a response to the District.
- No officer of the school district or member of the Board of Education shall have an interest in this RFP award.
- 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. The District is not obligated to respond to any submission.
- 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.
- The District reserves the right to determine in its sole and absolute discretion whether any aspect of the proposer's submission satisfactorily meets the criteria established in this RFB, the right to seek clarification from any proposer(s), and the right to cancel and/or amend, in part or entirely, the RFP at any time prior to a written contract. The District further 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. 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.
- 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.
- RFP 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.

- 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.
- 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.
- 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.
- Niskayuna Central School District reserves the right to introduce additional factors not contained in this RFP 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.
- At any time prior to the specified proposal due time and date, a vendor (or designated representative) may withdraw their submission.
- 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 follow any of these provisions may be considered a reason for rejection of the Proposal.

APPENDIX A – PROPOSER COVER SHEET

RESPONSES DUE:

Monday, March 3, 2:00 p.m.
Niskayuna Central School District Office
1430 Balltown Road
Niskayuna, NY 12309

NAME OF PROPOSER:

ADDRESS OF PROPOSER:

TELEPHONE:

FAX

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

Print Name

Title

Signature

Date

DELIVERY DATE / TIME

(For District Use Only): _____

APPENDIX B – NON-COLLUSION PROPOSAL CERTIFICATION

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 of 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/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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/proposal 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/proposal 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/proposer 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/proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder/proposer (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/proposal 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/proposer, 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

APPENDIX C: INSURANCE REQUIREMENTS

With RFP responses, proposers shall provide proof of General Liability Insurance, naming the Niskayuna Central School District as an an additional insured with a duly subscribed insurance carrier in the following amounts required by the District:

- Commercial General Liability Insurance: \$1,000,000 per occurrence/\$2,000,000 aggregate.

The Contractor, at its own expense, shall maintain in effect at all times during the performance of any awarded work under this RFP, at least the insurance coverage as specified as below:

- A. Commercial General Liability Insurance (amounts above);
- B. No contractor shall commence work under this contract until they have obtained all the insurance required herein issued by a company duly authorized to do business in the State of New York and which as a Best's rating and financial size of at least B+ and such insurance has been approved by the Owner.
- C. Workers' Compensation and Other Mandated Insurance. Each Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance, and all other insurance required by law, for all of its employees engaged in work under this contract, and in the event that any such work is sublet, the Contractor shall require the subcontractor to provide similar insurances.
- D. The Contractor is to provide the District with a certificate of insurance, evidencing the above requirements have been met prior to commencement of work. In the event any of the aforementioned insurance policies are cancelled or not renewed, the Contractor shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.

APPENDIX D – CERTIFICATE OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT OF 2021

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

APPENDIX E – REFERENCES

Submissions will not be considered complete without providing a minimum of Minimum of five (5) references that you have worked with in the last five (5) years, including at least one reference that has been with your firm for more than five (5) years. If possible, references should also include at least three (3) reference clients who are similar in size and business to Niskayuna Central School District.

REFERENCE NO. 1: _____

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____

CONTACT: _____

CLIENT SINCE (YEAR): _____

REFERENCE NO. 2: _____

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____

CONTACT: _____

CLIENT SINCE (YEAR): _____

REFERENCE NO. 3: _____

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____

CONTACT: _____

CLIENT SINCE (YEAR): _____

REFERENCE NO. 4: _____

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____

CONTACT: _____

CLIENT SINCE (YEAR): _____

REFERENCE NO. 5: _____

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____

CONTACT: _____

CLIENT SINCE (YEAR): _____