

**REQUEST FOR PROPOSALS  
TRANSPORTATION TECHNOLOGY SERVICES  
2022-2023 SCHOOL YEAR  
RFP #2023-01-17**

**SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT  
SCOTIA, NEW YORK**

**RESPONSE DEADLINE:  
FEBRUARY 21<sup>ST</sup>, 2023**



**Scotia-Glenville**  
CENTRAL SCHOOL DISTRICT

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## Introduction

The Scotia-Glenville Central School District is soliciting proposals from qualified vendors to provide technology services including but not necessarily limited to:

- Routing software
- GPS
- Parent tracking applications
- Student tracking hardware and software
- Field trip software
- Incident management software
- Fleet management software

The District is prepared to solicit services from one or multiple vendors to provide the services listed, and vendors are encouraged to submit proposals to provide either portions of, combined elements, or the entire scope of services. It is the expectation of the District that chosen vendors will be responsible for servicing the District in all parts of the purchasing, installation, and servicing of the required technology services.

Per our Mission Statement, the Scotia-Glenville Central School District “is committed to providing an environment which allows students to realize their full potential and thus prepares them for life in an ever-changing world. In the tradition of excellence, Board of Education, administration, staff, parents, business and community members will continue to ensure that our educational system fulfills the needs of our students.” We believe the quality of the services and technology we utilize in our day-to-day operation is critical to the success of this mission, and we seek to partner with vendors whose priorities align with our own in fulfilling the needs of our students in order to create and foster the best educational environment possible.

This RFP establishes the financial, service delivery requirements, and qualifications required of the prospective vendor or vendors. The RFP will allow qualified vendors to propose different pricing for different technology requirements/volumes and will allow the Scotia-Glenville Central School District, at their sole discretion, to award one or multiple contracts.

## Background

Scotia-Glenville schools have a 60-year history of excellence in the classroom. Scotia-Glenville has six school buildings with nearly 2,500 students attending classes on the school campuses. The school district employs approximately 240 teachers and has a total employment of around 500 full- and part-time employees.

The school district is bordered by the Mohawk River on the south and is primarily located in the town of Glenville, Schenectady County, New York, but also stretches into the town of Amsterdam, Montgomery County, and the town of Charlton, Saratoga County. With a

budget of nearly \$55 million, Scotia-Glenville is the largest employer in Glenville and among the largest in Schenectady County.

Scotia-Glenville schools have a fleet of 45 school buses servicing 83 routes for students K-12.

## Notice to Proposers

The New York State Department of Education, Office of Pupil Transportation, and Scotia-Glenville Central School District in accordance with General Municipal Law §103, hereby invites the submission of sealed proposals for the following:

### TRANSPORTATION TECHNOLOGY RFP #2023-01-17

#### PURPOSE: STUDENT TRANSPORTATION TECHNOLOGY EQUIPMENT

Sealed proposals will be received until February 21<sup>st</sup>, 2023 at 10:00 AM EST, at which time they will be publicly opened. RFP packages may be obtained from [www.sgcsd.net](http://www.sgcsd.net).

1. Sealed proposals for the furnishing and delivery of the items as required for the Scotia-Glenville Central School District, and as set forth in these specifications prepared by the Board of Education, will be opened at the **Business Office, 900 Preddice Parkway, Scotia, New York 12302 on February 21<sup>st</sup>, 2023 at 10:00 AM EST**. Proposals must be received by this time. Proposals received late may not be considered, at the discretion of the District.
2. Proposers are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
3. Interested parties are instructed to peruse the District's website at [www.sgcsd.net](http://www.sgcsd.net) on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
4. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
5. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the Proposer. The Scotia-Glenville Central School District assumes no responsibility for these costs even if the RFP is cancelled or discontinued.
6. Proposals are considered to be irrevocable for a period of not less than 60 days following the opening date, and may not be withdrawn, except with the express written

permission of the Scotia-Glenville Central School District's Purchasing Agents/Authorities.

7. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
8. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
9. The Board of Education reserves the right to:
  - a. reject any or all proposals without assigning any reason therefore.
  - b. be the sole judge of equivalency.
  - c. waive any proposal requirement in accepting or rejecting proposals.
10. Each group of items or individual item, if classified in this way, shall constitute a separate proposal. The Board of Education, however, may accept a combined proposal for all the items by one proposer if in the best interest of the District. The proposal as presented shall remain valid for 45 days from the proposal opening date.
11. Purchases made by school districts are not subject to sales or Federal excise taxes.
12. In the event of discrepancies between the unit price and extension, the unit price shall prevail.
13. Manufacturer's written guarantee, where applicable, shall accompany each proposal. Proposers may state in writing, additional guarantees which will become a part of the proposal and considered in making awards.
14. Proposer shall state discount, if any, which will be allowed if payment is made within ten days of verified delivery. In absence of discount, payment will be made within approximately 30 days after verified delivery.
- 15. All proposals are to be made on a basis of delivery prepaid to destination, which shall be the buildings of the Scotia-Glenville Central School District as specified. No additional charges, such as freight/fuel surcharges may be applied.**
16. Each proposer must state that no officer of the school district or member of the Board of Education is directly or indirectly interested in the proposal.
17. An "Affidavit of Non-Collusion" is attached and forms a part of this proposal. FAILURE TO SIGN THIS STATEMENT WILL CONSTITUTE GROUNDS FOR REJECTION OF PROPOSAL.
18. The District anticipates a notice of award being made within 60 days of the date of the proposal opening.

19. The Scotia-Glenville Central School District does not discriminate on the grounds of race, color, creed, sex, or national origin. Submission of a proposal constitutes certification by the proposer that the proposer likewise does not discriminate on the grounds of race, color, creed, sex, or national origin.

## Project Scope

The Scotia-Glenville Central School District is soliciting proposals from qualified vendors to provide technology services including but not necessarily limited to:

- Routing software
- GPS
- Parent tracking applications
- Student tracking hardware and software
- Field trip software
- Incident management software
- Fleet management software

The District is prepared to solicit services from one or multiple vendors to provide the services listed, and vendors are encouraged to submit proposals to provide either portions of, combined elements, or the entire scope of services. It is the expectation of the District that chosen vendors will be responsible for servicing the District in all parts of the purchasing, installation, and servicing of the required technology services.

Sealed proposals should encompass the furnishing, delivery, and installation of technology and equipment primarily utilized within the transportation facility and/or on school buses. The vendor should include the necessary software and labor, where called for, services, materials, equipment and/or supplies, as required by SGCSO. Furthermore, the purchase of any goods and/or services awarded as a result of this proposal should be in accordance and authorized under the General Municipal Laws of the State of New York and its latest amendments.

The contract will be utilized at the discretion of SGCSO, and consequently there is no guarantee that the specified minimum amount of services, materials, supplies and/or equipment will be authorized or purchased. The District reserves the right to purchase services on state, county or other governmental agency contracts if such services can be obtained under the same terms, conditions, specifications, and/or at a lower price, if applicable.

### Routing Software

The District is seeking to obtain a web-based routing software solution which is compatible with its student information system (SIS), PowerSchool. At minimum, the routing software should:

- Integrate directly with the SIS for nightly imports of student information
- Operate with the relevant and most up-to-date city and county maps of the District,

while also including the ability to make manual edits and changes to the map, as needed

- Allow for all students to be geocoded with x,y coordinates to the map
- Include automated and manual routing features including the ability to:
  - Create individual, group, and door-to-door bus stops
  - Set route, map, bus speed, and load time requirements and policies
  - Auto-assign students to routes
  - Generate a proposed path and turn-by-turn directions
  - Open and modify more than one trip at once within the routing map
  - Move stops and students from one trip to another
- Provide the ability to create multiple databases for different routing sets, including but not limited to regular education, special education, summer schools, special programs, etc.

## **GPS**

The District is seeking to obtain GPS software, hardware and equipment to allow for tracking and monitoring of all vehicles in its fleet. At minimum, the GPS solution should include:

- On-board GPS units for each vehicle, which will provide vehicle tracking ping rates at no more than 30 second intervals, preferably 15 seconds or less
- A web-based dashboard to:
  - Set geofences around all required schools, facilities, and locations in which vehicles operate
  - View vehicles in as close to “real time” as possible
  - Set parameters for different GPS events, including:
    - Stop arm events
    - Door open/close events
    - Vehicle start/ignition on
    - Vehicle stop/ignition off
  - Generate reports of GPS activity for individual or multiple vehicles
- Optional: Electronic vehicle pre-trip and post-trip hardware and software

## **Parent Tracking Application**

The District is seeking to obtain a parent bus tracking application which allows parents/guardians the ability to track the school bus. At minimum, the application should:

- Integrate seamlessly with the District’s GPS software and hardware
- Provide protected access for parents/guardians to track the location of only their child’s school bus
- Display the location of the bus to allow parents to see when the bus is expected to arrive at bus stops and schools
- Optional: Integration with student tracking hardware and software (RFID tags)



## **Student Tracking Hardware and Software**

The District is seeking to obtain a student tracking hardware and software which allows parents/guardians the ability to track their children while traveling on a school bus. At minimum, the hardware and software should:

- Integrate seamlessly with the District's GPS software and hardware, as well as the parent tracking application
- Provide protected access for parents/guardians to track the location of only their child and child's school bus
- Notify parents when their child "swipes" onto or off of a bus
- Display the location of their child and the bus to allow parents to see when the bus their child and the bus is expected to arrive at bus stops and schools
- Automate student attendance and ridership tracking and provide reports tracking this data

## **Field Trip Software**

The District is seeking to obtain a field trip software which will, at minimum, allow transportation and/or school personnel the ability to:

- Enter field trip requests
- Set approval levels and notifications for each request
- Assign requests to a driver and a vehicle
- Generate trip paperwork with driver instructions
- Complete reports for payroll and billing purposes

## **Incident Management Software**

The District is seeking to obtain an incident management software which will, at minimum, allow transportation and/or school personnel the ability to:

- Track complaints, incidents, and accidents in an electronic manner to reduce dependency on paper-based systems
- Assign tickets to the appropriate individual to address
- Close out or mark as complete all complaints, incidents, and accidents that have been resolved and/or properly investigated and responded to
- Generate documentation and reports of all incidents entered into the system
- Refer back to incidents that have been closed out in the event that a public information request or FOIA request for information is made

## **Fleet Management Software**

The District is seeking to obtain a fully featured and integrated fleet management information system (FMIS) which promotes effective management of fleet operations through a single interface or toolkit. At minimum, the FMIS should support a fleet's operational needs should include the ability to:

- Aggregate fleet asset information (e.g., equipment cost, upfitting costs, vehicle utilization, fleet replacement, activity-based costing, warranty tracking and accident tracking) through a comprehensive vehicle master asset assignment;
- Provide standard and ad-hoc reporting capabilities;
  - Include typical fleet performance metrics as standard reports
  - Allow limitless ad-hoc reporting capabilities
- Facilitate the distribution of information about the fleet to management and administration;
- Minimize redundant effort (i.e., enter information once and utilize it in multiple ways within the applications);
- Reduce dependency on paper forms;
- Provide real-time vehicle assignments, maintenance, repair and other transactional data capture and real-time information retrieval;
- Allow the user to track and report on maintenance and repair history;
- Simplify access to information about vehicles;
- Include an intuitive user interface with functions to meet business provisions and allow easy screen design and display modifications to align with actual data capture input and data utilization processes;
- Provide customer access portals permitting departments to access asset, cost and maintenance details with KPIs and metrics specific to the department’s operations while securing fleet management details;
- Provide customer maintenance and repair requests through the system, and
- Feature the ability to extract user-defined lists of attributes and transaction details for export of vehicles and assets, work orders and fuel transactions, etc.

## Evaluation Criteria

The Scotia-Glenville Central School District will establish an evaluation committee which will evaluate each proposal according to the following criteria, in order to determine the proposer(s) which products and services provide the best value to the District.

<b>Category</b>	<b>Maximum Points</b>
Proposer’s overall qualifications	35
Demonstrated ability to meet the minimum requirements of the proposed technology	35
The proposer’s experience in successfully providing similar services for school districts, as verified by the three (3) required references	20
Price	10
Demonstration of additional value-added features, services or resources to be made available to the District through proposer’s technology or company	10
<b>Total</b>	<b>110</b>

## Proposal Format

Each Proposer is expected to comply with the required format for the proposal. Any proposal not providing the required information, or not conforming to the format specified, will be considered non-responsive and may, at the sole discretion of the Scotia-Glenville Central School District, be eliminated from any further review. Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth herein and must include information that will enable the District to determine the Proposer's overall qualifications. Each proposal shall also include any other information that the Proposer feels is significant with respect to making an informed decision relative to the proposal.

Any exceptions to the terms and conditions contained in this RFP or any other special considerations or conditions requested or required by the Proposer **MUST** be specifically enumerated by the Proposer and be submitted as part of its proposal, together with an explanation as to the reason such terms and conditions cannot be met. Each Proposer shall be required and expected to meet the RFP requirements in their entirety, except to the extent exceptions are expressly noted in its proposal. All Pricing factors must be clearly indicated in the Proposer's cost proposal and cost forms provided as part of its proposal.

### Cover Letter

Proposers must provide information, which will serve as an introduction of your company, on business letterhead. Any exceptions to the terms and conditions contained in this RFP, Contract, or any other special considerations or conditions requested or required by the Proposer **MUST** be specifically enumerated by the Proposer and be submitted as part of the Cover Letter, together with an explanation as to the reason such terms and conditions cannot be met. Each Proposer shall be required and expected to meet the RFP requirements in their entirety, except to the extent exceptions are expressly noted in the Cover Letter.

### Minimum Qualifications and Experience

Proposers must provide background and qualifications of the key personnel who will be involved with the Contract. Describe the organizational structure and key contact points for the Scotia-Glenville Central School District. Proposers must provide detailed evidence that they are currently providing similar, applicable services for other public-school entities.

### References

Proposer must provide three (3) reliable references who have received service from the vendor similar in manner and scope to the specifications of this proposal package. SGCS D would prefer to see references from other public school systems that would reflect requirements similar to ours.

## Required Forms

Proposers must submit signed and notarized copies of the required forms included in Appendix A of this RFP.

## Timeline and Pricing

Proposers must include with their proposal a clear outline of the anticipated timeline for completion of work as well as a fully-inclusive firm fixed price for services rendered.

## Timeline

Proposal released January 17, 2023

Proposal questions due no later than January 23, 2023

Responses back to questions no later than January 27, 2023

Proposal submissions due no later than February 21, 2023

Anticipated award at first possible February/March board meeting

Contract execution TBD

Commence work TBD

All equipment installations complete TBD

## RFP Questions

Questions pertaining to the RFP may be submitted via email to Andrew Giaquinto until January 23<sup>rd</sup>, 2023. All questions will be responded to in writing, via an addendum, or via email by January 27<sup>th</sup>, 2023. The Scotia-Glenville Central School District intends to communicate with Proposers via Addenda posted to the District website.

The Scotia-Glenville Central School District will not respond to any questions or requests for clarification received after the close of business on January 23<sup>rd</sup>, 2023. Questions, requests for clarification, or inquiries may be made via e-mail. All questions and requests for clarification or inquiries must be directed to:

**SUBJECT: STUDENT TRANSPORTATION SERVICES RFP**

**Attention:** Andrew Giaquinto, Business Manager

**Email Address:** [agiaquinto@sgcsd.net](mailto:agiaquinto@sgcsd.net)

## Addenda to the RFP

If it becomes necessary to revise any part of the RFP, notice of the revision will be posted to the District website. All addenda shall become a part of the RFP, and all proposers are responsible for the information enclosed therein.

## Submission Requirements

Submission questions may be directed to Andrew Giaquinto, Business Manager, at [agiaquinto@sgcsd.net](mailto:agiaquinto@sgcsd.net)

1. The date, time and place of proposal opening is provided in the *Notice to Proposers*.

All proposals shall be submitted on, and in accordance with required RFP documents. Interested Proposers must submit at least two (2) proposals in a sealed envelope addressed to:

Business Office of Scotia-Glenville Schools  
900 Preddice Parkway  
Scotia, New York 12302

Proposals must be received on or before the date and time as indicated in the Notice to Proposers and the following information shall be clearly indicated on the face of the envelopes.

- a. The name and address of the person or firm submitting the proposal;
  - b. The proposal number and name (purpose); and
  - c. The date and time of the proposal opening.
2. Failure to prepare the proposal envelope in the specified manner may result in proposal disqualification.
  3. Proposers desiring to submit an alternate proposal may do so provided each proposal is fully compliant and submitted separately. Each proposal will be considered on its own merit. Multiple proposals submitted in one envelope may not be considered.
  4. Proposals received after the time stated in the *Notice to Proposers* may not be considered, at the discretion of the District. Proposer assumes the risk of any delay in the mail or in the handling of the mail by SGCSD employees. 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.

5. Facsimile proposals, telephone proposals, emailed proposals shall not be accepted.
6. All information required by *Notice to Proposers, General Conditions, Related Party Affidavit, Specifications, Proposal Response Sheets, Statement of Proposer's Qualifications, Iranian Energy Divestment Certification*, and any other proposal documents shall be provided by the Proposer to constitute a valid proposal.
  - a. The *Statement of Non-collusion* shall be included with each proposal as required by General Municipal Law §103-d;
  - b. The *Iranian Energy Divestment Certification* shall be included with each proposal as required by General Municipal Law §103-g.
  - c. The Sexual Harassment Policy (STF Section 139-L) must be signed and included with each proposal.
7. The submission of a proposal will be construed to mean that the proposer is fully informed as to the extent and character of the materials, supplies, services, or equipment required and a representation that the proposer can furnish the materials, supplies, services or equipment satisfactorily in complete compliance with the specifications.
8. All materials submitted in response to this Request for Proposals will become the property of SGCS D.
9. There is no expressed or implied obligation to SGCS D to reimburse proposers for any expense incurred in responding to this proposal, including, but not limited to, preparing submittals, attending a pre-proposal conference, or attending an interview(s).
10. No alterations, erasures or additions shall be made to the printed proposal documents. Any such alterations, erasures or additions to the printed proposal documents may result in proposal disqualification.
11. Prices and information required, except for signature of Proposer, should be typewritten for legibility. Illegible or vague proposals may be rejected.
12. Proposals on equipment shall be on standard new equipment, of latest model, and in current production unless otherwise specified.
13. All prices quoted shall be "per unit" as specified.
14. Quantities may be specified for projection purposes. SGCS D is neither limited, nor obligated, to purchase items in said quantities.
15. If required, proposer shall insert the price per unit and the extensions against each item in his proposal. In the event of a discrepancy between the unit price and the extension, the unit price will govern.
  - a. Prices shall be extended in decimals, not fractions.
16. Prices shall be net, including transportation, shipping, handling, and delivery charges fully prepaid by the successful vendor to destination indicated in the instructions to proposer. If award is made on any other basis, transportation shall

be prepaid by the successful vendor and added to the invoice as a separate line item. In any case, title shall not pass until items have been delivered and accepted.

17. No interpretation of the meaning of the specifications or other contract document will be made to any proposer orally. Every request for such interpretation shall be submitted in writing, addressed to SGCSO as outlined above.
18. Any interpretations issued will be in the form of addenda or clarification to the specifications. All addenda so issued shall become part of the contract documents.
19. If a conflict in terms or requirements exists within the contract specifications, the most stringent shall prevail.

## **Samples:**

20. SGCSO reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specifications, SGCSO may reject the proposal; or, if award has been made, cancel the contract at the expense of the successful proposer.
21. Samples, when required, shall be submitted strictly in accordance with instructions; otherwise, proposal may not be considered. If samples are requested subsequent to proposal opening, they shall be delivered as directed for proposal to have consideration. Samples shall be furnished free of charge and shall be accompanied by descriptive memorandum indicating if the proposer desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. SGCSO will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the proposer at their expense. Samples not removed after fifteen (15) days after written notice to the proposer will be regarded as abandoned and SGCSO shall have the right to dispose of them as its own property.

## **Award and Reservation of Rights**

1. Awards will be made in accordance with applicable laws as will best promote the public interest.
2. This Request for Proposal does not obligate SGCSO to award a contract. Only the execution of a written contract or the adoption of a Department of Education resolution will obligate SGCSO to the terms and conditions contained in this proposal document.
3. SGCSO reserves the right to award contracts based on individual items, selected aggregate items, or on total sums, whichever is in the best interest of the organization.
4. SGCSO reserves the right to reject all proposals; and to reject any proposal in whole or in part, without incurring any cost.



5. SGCSO reserves the right to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interests of SGCSO will be served.
6. SGCSO reserves the right to inspect vendor premises prior to award.
7. SGCSO 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 perform and complete the work in accordance with the proposal documents. SGCSO reserves the right to reject any proposal from any proposer whose performance on any previous contract with SGCSO or peers has been deemed unsatisfactory.
8. SGCSO reserves the right to purchase similar goods or services included as part of this proposal from any means legally available to it at any time.
9. SGCSO reserves the right to reject any proposal that imposes conditions that would modify the terms and conditions of the proposal documents.
10. The District anticipates a notice of award being made within 60 days of the date of the proposal opening.
11. If two or more proposers submit identical proposals as to price, it will be the decision of the Board of Education to award a contract to one of such identical proposers and shall be final. (*General Municipal Law, sec. 103. Sub 1.*)
12. Notice of award sent to a successful proposer, to the address given in this proposal, will be considered sufficient notice of award.
13. No items are to be shipped or delivered, nor services rendered, until receipt of an official purchase order from SGCSO.
14. If the successful proposer fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by SGCSO, or fails to make replacement of rejected articles, when so requested immediately or as directed by SGCSO, SGCSO may purchase from other sources to take the place of the item rejected or not delivered. SGCSO reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful proposer agrees to reimburse SGCSO promptly for excess costs occasioned by such purchases. Should the cost be less, the successful proposer shall have no claim to the difference.
15. If successful proposer fails to deliver or perform as awarded, SGCSO reserves the right to cancel the contract and purchase the balance from other sources at the successful proposer's expense.
16. A contract may be canceled at the successful proposer's expense upon nonperformance of contract.
17. Cancellation of contract for any reason may result in removal of the successful proposer's name from our mailing list for future proposals for an indeterminate period.
18. When materials, equipment or supplies are rejected, they shall be removed by the



successful proposer from the premises of SGCSO within fifteen (15) days of notification. Rejected items left longer than fifteen (15) days will be regarded as abandoned, and SGCSO shall have the right to dispose of them as its own property.

19. It is mutually understood and agreed that the successful proposer shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, or interest therein, or his power to execute such contract, to any other person, company, or corporation without the previous written consent by SGCSO.
20. SGCSO reserves the right to investigate any subcontractor(s) prior to making an award recommendation.

## Installation of Equipment

1. The successful Proposer shall, from time to time as required, or as directed, clean up and remove all debris and rubbish resulting from his/her work. Upon completion of the work, the premises shall be left in a neat, unobstructed condition and the buildings broom cleaned. Previously existing materials are considered the property of the successful vendor unless otherwise specified.
2. Equipment, supplies, and materials shall be stored at the site only upon the approval of SGCSO and at the successful proposer's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.
3. Work shall be performed so as to cause the least inconvenience to SGCSO and with proper consideration for the rights of other successful proposers or workers. The successful proposer shall oversee the entire operation and install his work promptly.
4. Employees of the successful proposer shall demonstrate respect of District property and abide by all pertinent rules and restrictions while on the premises, including but not limited to maintaining a smoke-free environment, and agreeing not to smoke within one-hundred (100) feet of District property.
5. Proposers shall acquaint themselves with conditions to be found at the site(s) and shall assume all responsibility for placing and installing the equipment in the location(s) required.

## Guarantees by the Successful Proposer

1. The successful proposer guarantees:
  - a. His/her products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit;
  - b. To furnish adequate protection from damage for all work and to repair damages of any kind for which he/she or his/her workers are responsible,

- to the building or equipment, to his/her own work, or to the work of other successful proposers;
- c. To carry adequate insurance to protect SGCSO from loss in case of accident, fire, theft, etc.;
  - d. To maintain current licenses and/or certifications as required by the proposer's licensing board, the town, county or state, or other governing body;
  - e. To comply with prevailing wage rates and prevailing hourly supplements as mandated by New York State Department of Labor, Bureau of Public Works;
  - f. That while on the premises of any SGCSO facility, proposers and their employees shall wear a visible form of photo identification that includes the name of the proposer's company and the name of the employee;
  - g. That all deliveries will be equal to the accepted bid sample; and
  - h. That the equipment delivered is standard, new, latest model or regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered shall be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful proposer agrees to replace the unit or the part affected without cost to SGCSO.
2. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful proposer free of charge with the specific understanding that all replacement shall carry the same guarantee as the original equipment. The successful proposer shall make any such replacement immediately upon receiving notice from SGCSO.

## Delivery

1. Delivery shall be made in accordance with the instructions to proposer and specifications. If delivery instructions do not appear on purchase order, it will be interpreted to mean prompt delivery. The decision of SGCSO as to reasonable compliance with delivery terms shall be final.
2. SGCSO will not accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for emergency reasons.
3. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers and according to accepted commercial practice, without extra charge for packing cases, bailing or sacks.
4. The successful proposer shall be responsible for delivery of items in good

condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving party for SGCS D will note for the benefit of successful proposer when packages are not received in good condition.

5. Unless otherwise stated in the specifications, all items shall be delivered into and placed at a point within the building as directed by the shipping instructions or by the agent for SGCS D. The successful Proposer will be required to furnish proof of delivery in every instance.
6. Unloading and placing of the equipment and furniture is the responsibility of the successful Proposer, and SGCS D accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful Proposer to comply with this requirement will be charged to him. No help for unloading will be provided by SGCS D, and suppliers should notify their truckers, delivery personnel accordingly.
7. All deliveries shall be accompanied by packing slips and each such packing slip must contain the following information for each item delivered:
  - a. Purchase Order Number
  - b. Name of the Person to Receive Delivery
  - c. Address of Delivery
  - d. Description of Item(s)
  - e. Item Number
  - f. Quantity
  - g. Name of Vendor

Non-compliant packing slips may be sufficient cause for SGCS D to refuse delivery.

8. Carton shall be labeled with purchase order or contract number, successful proposer's name and a general statement of contents. Failure to comply with this condition shall be considered reason for refusal to accept delivery of goods.
9. No charge will be allowed for packages, cases, boxes, carboys, bottles, etc. or for freight expenses, expressage or cartage, if applicable, unless deemed in the best interest of the district. No empty packages, cases, boxes, carboys, bottles, etc., will be returned to the proposer or contractor.

## **Non-Appropriation Clause**

1. In accordance with New York State General Municipal Laws, SGCS D will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold SGCS D harmless for any

contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by SGCSO.

2. Issuance of a purchase order by SGCSO indicates that SGCSO currently has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of a resolution by the Department of Education is not in and of itself a binding contract with SGCSO.
3. Should it become necessary for SGCSO to cancel a project or purchase after an order to proceed or purchase order has been issued, SGCSO will only be liable for, and the vendor agrees to, only assess those financial damages that it can prove to have incurred as a result of the cancellation.

## Non-Assignment

1. The vendor will give its personal attention to the faithful performance of the contracts; it will not assign, transfer, convey, sublet or otherwise dispose of this contract, or its right, title or interest in or to the same or any part hereof, and it will not assign by power of attorney or otherwise any or the monies to become due and payable under this contract. The vendor may not engage subcontractors, hire others to perform all or part of his agreement, nor otherwise delegate his obligations to perform under the contract without the written approval of SGCSO.
2. In accordance with New York State General Municipal Law 109, at no time during the duration of any contract resulting from this proposal, shall the successful vendor be allowed to assign any portion of this contract to a third party without express written approval by the Scotia-Glenville CSD.

## Payments

1. Payments shall be made within sixty (60) days following the satisfactory completion of the contract unless other payment terms are specified in the specifications section. Failure to submit invoices timely may result in delay in reimbursement and/or financial penalties.
2. Payment will be made only after a detailed, correct, and original invoice has been received.
3. Payments of any invoice shall not preclude SGCSO from making claim for adjustment on any item found not to have been in accordance with the contract specifications.
4. Payment for the unused portion of an inferior delivery will be made on an adjusted price basis.

## Specifications

1. Work shall include troubleshooting, repairing, replacing, new work and general maintenance.
2. Vendor must be equipped to provide emergency repair work within two (2) hours and to commence non-emergency/new work within two (2) work days.
3. Vendor's service persons shall have tools and equipment necessary to perform required work.
4. When repairing or replacing, the vendor must use the most up-to-date materials being manufactured. No obsolete materials shall be allowed. Parts that have been replaced shall be the property of SGCSD and shall be left at the site unless directed otherwise by SGCSD Administration/Project Manager.
5. All parts shall be new and must be a direct replacement for the original equipment. Additionally, if equal to or better than the original equipment is requested to be used by the contractor, prior approval must be given by the SGCSD Administrator/Project Manager. Rebuilt parts may be used only with prior approval. SGCSD reserves the right to furnish parts and materials if they deem it to be in their best interest.
6. The vendor, at the district's request, shall maintain an inventory of new manufacturer's parts and materials so as to insure prompt repairs on short notice.
7. No travel time will be paid. Payments will be made only for time on the job. Travel time will only be paid when SGCSD considers a repair an emergency and requires vendor to immediately respond to that emergency.
8. No vehicle use will be paid for in the normal course of transporting mechanics and materials to the job site. The vendor may submit a quotation for use of special vehicles. Vendor must obtain prior approval for payment of special vehicle use.
9. Under this contract, sub-contracting shall not be permitted without prior approval of the district. If the permission of SGCSD is granted for the use of a sub-contractor, the incumbent vendor will be allowed to add 10% to the invoice from the sub-vendor for handling and accounting purposes.
10. All work must be done in accordance with the National Code, current edition, and all state and local codes.
11. SGCSD reserves the right to assign its personnel to assist the contractor's mechanics if they deem it to be in their best interest.
12. All labor shall be guaranteed for a period of one (1) year from date of acceptance. All parts and materials shall be guaranteed for a minimum of ninety (90) days or in accordance with manufacturer's warranty if greater than ninety (90) days.
13. When new work is required, the vendor shall provide for approval a detailed drawing showing construction and method of installation.
14. Except for emergency work, the vendor will be required to submit a budget cost

estimate before any work is started. On emergency work, the vendor must submit his budget cost estimate within forty- eight (48) hours after starting the job. Vendor may be required to furnish a “not-to-exceed” price for a specific project to enable SGCS D to encumber funds for that work.

15. Vendor is to have all work done in the best workman like manner and shall clean up and remove all debris and rubbish resulting from his work from time to time, as required or directed. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, the buildings broom clean, and everything in satisfactory repair and order.
16. Equipment, supplies, and materials shall be stored at the site only upon the approval of the using agency and at the contractor’s risk. In general, such on-site storage should be avoided to prevent possible damage or loss of material.
17. Vendor shall perform work so as to cause the least inconvenience to SGCS D and with proper consideration for the rights of other contractors or workmen. The vendor shall keep in touch with the entire operation and install his equipment promptly.
18. Installation shall also include the furnishing of any rigging necessary to move equipment into the building and the removal and resetting of any removable windows used for moving equipment into the building.
19. Vendor shall acquaint himself with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
20. Vendor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which he or his work persons are responsible.
21. Vendor may not impose a fuel charge under any name.
22. The vendor shall furnish three (3) reliable references, which have received service from you similar in manner and scope to the specifications of this proposal package. SGCS D would prefer to see references from other public school systems that would reflect requirements similar to ours.
23. Vendor must ensure that his/her employees abide by the prohibition against smoking in school buildings or on school grounds.
24. Vendor must follow the rules and regulations established by SGCS D. This includes but is not limited to employees displaying photo identification and wearing a name tag.
25. Under this contract, the vendor may not engage subcontractors, hire others to perform all or part of his agreement, nor otherwise delegate his obligations to perform under this contract without prior written approval by SGCS D Administration/Project Management.
26. The contractors shall ensure compliance by all sub-vendor approved by SGCS D used in this proposal.



## Prevailing Wage Laws – Article 8 and Article 9 Services

1. The successful proposer shall comply with all applicable New York State labor laws as they pertain to payment of prevailing wage rates, as provided for in the New York State Labor Law, Section 220. The cost of such compliance shall be borne entirely by the successful proposer, who shall hold SGCSO harmless from any claims, demands or penalties arising from the successful proposer's failure to comply with the above.
2. All requests for payment shall include certified payrolls for all workers.
3. In the event the prevailing wage rate increases during the course of this contract, the proposal pricing shall remain firm.
4. SGCSO has applied for and received a PRC number for this proposal; the PRC number is 2023000365. The successful proposer shall comply with all current labor rates and all regulations for the entire duration of any contract resulting from any proposal award. Current labor rates are available from the NYS Department of Labor via their website: [NYS Worker Protection](#) or by calling (516) 228-3915. It is the proposer's responsibility to obtain the required information from the Department of Labor. SGCSO assumes no responsibility for any changes to NYS DOL website or telephone access information.
5. Proposers currently on the NYS Labor Department debarred list will not be considered for award of the Proposal. By submitting a Proposal, the Proposer is indicating to SGCSO that they are currently in good standing with the NYS Department of Labor.

## Failure to Enforce

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

## Severability

Should any provision of a contract arising from this proposal, for any reason, be judicially declared invalid and/or unenforceable, such declaration shall not affect the validity of the remaining provisions, which shall remain in full force and effect, as if the contract had been executed with the invalid provision(s) eliminated.

## Indemnification/Hold Harmless

1. The proposer agrees to defend, indemnify, and hold harmless SGCSO and its officers, directors, agents or employees against all claims, costs, damages, and expenses, including attorney's fees, judgments, fines and amounts arising from any willful act, error or negligence of the proposer, its officers, directors, agents or employees in relation to the performance of the contract.
2. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by proposer's insurance purchased by the proposer in accordance with the Insurance Requirements set forth in this proposal, the proposer shall indemnify and hold harmless SGCSO as identified in this proposal, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work described herein.

## Saving Clause/Force Majeure

The successful proposer shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes fires, floods, acts of God, or for any other acts not within the control of the successful proposer and which by the exercise of reasonable diligence is unable to prevent.

## Affirmative Action

SGCSO hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit offers and will not be discriminated against on the grounds of race, color, national origin in consideration of the award. Proposers hereby agree that should the proposer be awarded this contract, or any portion of this contract, the proposer will not discriminate against any person who performs work thereunder because of race, religion, color, sex, national origin or ancestry.

## Termination

SGCSO may terminate its contract with proposer at any time and without cause at the sole discretion of SGCSO. In the event of such termination, proposed shall be entitled to compensation only for services performed up to the date of termination and not entitled to any additional amounts or damages from the district.



## Education Law 2-d

The Proposer and its employees and agents shall maintain all student information and records provided to it by SGCSD, including the names and addresses of any students who attend SGCSD, in strict confidence and in accordance with all applicable New York state and federal laws, rules, and regulations, and shall not use any such information or records except as necessary to fulfill its obligations to SGCSD under any agreement with SGCSD. In addition, the Proposer agrees that any information concerning any student disclosed by SGCSD to the Proposer shall not be released except as allowed and provided for by applicable law, rule or regulation, including, but not limited to, the Family Education Rights and Privacy Act (FERPA) and Section 2-d of the New York Education Law. The Proposer also acknowledges and agrees to comply with all responsibilities pursuant to these laws and with the District's Parents Bill of Rights pursuant to Education Law Section 2-d, which is incorporated by reference herein and made a part hereof.

## Restrictions on Communication

From the issue date of the RFP until a proposal is selected and selection announced, a prospective Proposer shall not communicate about the subject of the RFP or a Proposer's proposal with the Scotia-Glenville Central School District, or any individual member, administrator, faculty, staff, student, or employee.

## School District Rights

The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in this RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low proposer). The School District reserves the right to request additional information from any or all Contractors. The School District reserves the right to negotiate with one or more Contractors concerning their Proposals.

## Insurance Requirements

Qualified Respondents shall throughout the term of this Contract provide and maintain, at the Contractor's expense, minimum insurance coverage as outlined in the table below from a carrier rated as "A+" or better by AM Best as outlined below:

**General Liability Insurance (CGL):** Commercial general liability on an occurrence coverage form. The limits of liability shall not be less than:

\$1,000,000 each occurrence (combined single limit for bodily injury and property damage)  
\$1,000,000 for personal and advertising injury liability  
\$2,000,000 aggregate on products and completed operations; and  
\$2,000,000 general aggregate

- a. **Automobile Liability Insurance:** \$1,000,000 Combined single limit each accident for bodily injury and property damage. Include coverage on all owned, hired, and non-owned automobiles.
- b. **Umbrella/Excess Liability Insurance:** \$5,000,000 coverage to be provided
- c. **Certificates of Insurance:** Contractor shall furnish certificates of insurance indicating all of the following:
  - a. An endorsement granting the Scotia Glenville Central School District and each individual school as an additional insured under the General Liability, Auto Liability, and Umbrella Liability policies prior to commencing any work
  - b. An endorsement providing “Primary and Noncontributing” coverage under the policies to any additional insured as it pertains to General Liability, Auto Liability, and Umbrella/Excess Liability
  - c. An endorsement granting “Waiver of Subrogation” rights in favor of the Scotia Glenville Central School District and each school as allowed by law
- d. **Indemnification:** The Contractor shall hold harmless and indemnify the Scotia Glenville Central School District and its individual school(s), Superintendent, officers, employees, and agents (each, and “Indemnified Party”) against all loss, damage, injury, liability, demands, and claims which may be made by any person, firm, corporation or other entity arising from or caused by (i) an act of neglect, misconduct, default, or omission of Contractor; except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of an Indemnified Party, (ii) a breach of this Agreement; or (iii) a termination of this Agreement prior to the end of the term by the Contractor.

## Appendix A – Required Forms

## **NON-COLLUSIVE CERTIFICATION**

(Must be signed and notarized on last page)

1. a. By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:
  - [1] The prices of this bid 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 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 (1), (2), (3) above have not been complied with; provided, however, that if in any case the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reason therefore, 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 the 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 of 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, ruled, regulation, or local law, and where competitive bidding is required by statute, ruled, 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.

## **IRAN DIVESTMENT ACT OF 2012 CERTIFICATION**

(Must be signed and notarized on last page)

The Iran Divestment Act of 2012 (Act), is codified in State Finance Law (section 165-a) and General Municipal Law (section 103-g). The Act prohibits political subdivisions, including school districts and BOCES, from considering any person or entity engaging in investment activities in the energy sector in Iran as a responsible bidder or proposer. Attached is the link to the Prohibited Entities list on the OGS website: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to State Finance Law (section 165-a). In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made.

The Board of Education may, but is not required to, award to a bidder or proposer who cannot make the certification if:

- a. The investment activities in Iran predate the effective date of this law (April 12, 2012), have not been expended or renewed since, and the bidder or proposer has adopted, publicized, and is implementing a formal plan to cease such activities and refrain from any new investments in Iran.
- b. The Board of Education determines that the goods or services provided by the bidder or proposer are necessary to its functions, and without an exemption it would be unable to obtain the goods or services.

By submission of this bid or proposal, the bidder or proposer and each person signing on behalf of any bidder or proposer certifies, under penalty of perjury, that to the best of its knowledge and belief, that the bidder or proposer is not on the list created pursuant to State Finance Law.

**SEXUAL HARASSMENT  
(STF Section 139-L)**

(Must be signed and notarized on last page)

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Company Name of Respondent: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Authorized Agent:

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_  
(Printed)

By: \_\_\_\_\_  
Signature

SUBSCRIBED AND SWORN to before me by the above name on this

Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_