

**REQUEST FOR PROPOSALS
FOR
TRANSPORTATION OF PUPILS
EXTRACURRICULAR, FIELD TRIPS AND SPORTS EVENTS**

**Gloversville Enlarged School District
234 Lincoln St.
Gloversville NY 12078**

**REQUEST FOR PROPOSAL
SPECIFICATIONS
ARTICLE 1: GENERAL GUIDELINES**

ARTICLE 1.1: Introduction

The Gloversville Enlarged School District (the "District"), representing the Gloversville Enlarged School District and the Greater Johnstown School District is requesting proposals for the provision of bus/van services ("the Services") described in these Specifications. The Specifications outline all the requirements and conditions for furnishing the Services. Any aspects of the Services not addressed by these Specifications are left for the Proposer to address. It is important for the Proposer to state any assumptions on which its proposal rests. Contract(s) will be awarded to the best Proposer(s) as determined by the District. It is appropriate to emphasize that the Proposer submitting the lowest cost may not be the best. The District recognizes the complicated nature of delivering safe, reliable, and efficient school transportation. In order to adequately measure the capabilities of the Proposer, the District will evaluate each proposal.

The District reserves the right to consider all relevant and reasonable criteria in selecting the successful Proposer, which may or may not be expressed in these Specifications.

ARTICLE 1.2: Rejection of Proposals

The District reserves the right to reject any and all proposals upon its sole discretion. Responsible Proposers who meet the District's criteria are requested to submit a sealed proposal for the Services. The listed factors will be considered in any award of a contract and all the Services will be performed pursuant to all applicable federal, State and local laws including, but not limited to the rules and regulations of the New York State Department of Education and District policies and regulations.

ARTICLE 1.3: Prohibition Against Conflicts of Interest, Gratuities and Kickbacks

1.3.1: Any employee or any official of the District, elective or appointive, who takes, receives, or offers to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, to, or from, any person, partnership, firm or corporation offering, proposing for, or in the

open market seeking to make sales to the District, is guilty of a felony and upon conviction such persons can be punished to the full extent of the law.

1.3.2: Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business to any employee of the District, elective or appointive, in his efforts to propose for, offer for sale, or to seek to make sales to the District, is guilty of a felony and upon conviction such persons can be punished to the full extent of the law.

ARTICLE 1.4: Definitions

1.4.1: Addenda: Written or graphic instruments issued by the District prior to the execution of the contract which modify or interpret the Specifications by addition, deletions, clarifications or corrections.

1.4.2: Proposed Contract Sum: The stated sum in the Proposal for which the Proposer offers to perform the services described in the Specifications and other documents composing the Proposal.

1.4.3: Proposer: One who submits a proposal for the contract with the District for the provision of Services.

1.4.4: Specifications: The content of this Request For Proposals Specifications document, the legal notice, and any addenda issued prior to the receipt of proposals.

1.4.5: Time Calculations: Time will be calculated from the time the first child boards the bus until the last child exits the bus. All definitions set forth in the general conditions of the contract for services or in the other contract documents are applicable to the proposing documents.

ARTICLE 2: INSTRUCTIONS

ARTICLE 2.1: Invitation

Three copies of the Proposer's sealed proposal for the Services will be received by the District's Business Office at 234 Lincoln St., Gloversville NY 12078, in the manner and on the date hereinafter specified for the furnishing of all drivers, bus/van attendants, equipment, services, and necessary buses/vans and related vehicles required to provide the Services on an as-needed basis to the District for the remainder of the 2021-22 school year beginning January 1, 2022. Thereafter, contract renewals with the District will be per school year, for 1 year periods, with the option to renew for 4 additional years if mutually agreeable by both parties and with approval from the Board of Education.

It is anticipated that services will be on an as-needed basis for athletic trips, late afternoon runs, field trips, and other District sponsored events.

ARTICLE 2.2: Project Description

The Services consist of supplying necessary buses, vans and related vehicles, drivers, bus/van attendants, equipment and services to perform transportation on an as-

needed basis for District students to field trips, athletic trips and other District sponsored activities. The Proposer will assign the District a management person who will be responsible for handling the District's needs. Students from another District or program may not be transported on vehicles under contract to the District during the contracted times without prior written approval of the Superintendent of his/her designee

ARTICLE 2.3: Program Growth

The District reserves the right to increase or decrease the number of buses over the life of the contract due to a decrease or increase in field trip requests, schools services, student population, athletic participation, change in school hours, or any other demographic change. The cost of the added buses, if needed, will be at the per diem cost approved in the contract. The successful Proposer may suggest a viable alternative to increased bus service or consistent service requests, however, the District retains the right to make the final determination as to the course of action to follow.

ARTICLE 2.4: Time and Date of Deadline

All proposals must be received by **8:00 AM EST, Friday, December 17, 2021**. No proposals will be accepted after that time. The Proposer assumes full responsibility for having its proposal deposited with the District Treasurer or her designee. It is understood and agreed by the Proposer that District employees are not responsible for the premature opening of a Proposal not properly labeled on the outside of the envelope.

The Proposer assumes the risk of any delay in the mail or in the handling of the mail by District employees whether sent by mail or personally delivered to the District.

ARTICLE 2.5: Mailing Address

Proposals must be mailed or delivered to Gloversville Enlarged School District, Business Office, 234 Lincoln St., Gloversville NY 12078 in an envelope identified with the Proposer's name and address and clearly marked "Competitive Proposal: RFP School Bus Transportation."

ARTICLE 2.6: Specification Availability

Proposers may receive copies of the Specifications at the address above between 9:00 AM and 3:00 PM, Monday through Friday, prior to the time and date when all proposals must be received.

ARTICLE 3: CONTRACT

ARTICLE 3.1: Contract Term

The period of the Contract will be January 1, 2022 – June 30, 2022 with extensions granted annually upon approval of the Board of Education.

ARTICLE 3.2: Award of Contract

3.2.1: The issuance of award of a contract or contracts is conditional upon securing acceptable proposals within the District's discretion and approval of the contract by the Commissioner of the New York State Department of Education ("the Commissioner"). The District intends to contract a Primary and Secondary Vendor. If the Primary Vendor is unable to respond within the required time frame as determined by the school District, the Secondary Vendor will then be contacted. In the event the Secondary Vendor is called upon to complete the work, the Secondary Vendor will perform the work at their proposal pricing and there will be no penalty to the Primary Vendor.

3.2.2: The District reserves the right to award a contract based on a Proposal in whole or in part, whichever is in the best interests of the District. The proposal is for Field/Athletic Trips, Late Runs and School Sponsored Trips only. Each proposal must include the price with fuel included.

3.2.3: A contract entered into will be evidenced and finalized upon the execution by the District and approval of the Commissioner.

3.2.4: Unless otherwise provided in the Specifications, the contract will be initiated between the District and the successful Proposer(s).

3.2.5: The Specifications will become part of the Contract between the District and the Proposer. The following language will be inserted by the District at the bottom of the first page of the State Education Department form Transportation Contract: "**See attached Request for Proposal Specifications for additional terms and conditions of the Transportation Contract (the terms and conditions are hereby incorporated into this Contract)."

3.2.6: A successful Proposer is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract, or of its rights, title, or interest in the Contract, or its power to execute the Contract to any other person or corporation without the previous consent in writing from the District.

ARTICLE 3.3: Termination of Contract

3.3.1: If the successful Proposer fails to furnish the Services on the date of commencement of the Contract, should it default in meeting any obligation under the Contract, fails to adhere to or comply with any of the Specifications or the Contract, as determined by the District in its sole discretion, then the successful Proposer will be notified of the same in writing by the District. If within ten calendar days after written notification by the District, the successful Proposer has not taken such measures as will, in the sole discretion of the District, insure the satisfactory progress and performance of the Services in accordance with the Specifications and/or the Contract, then the District will have the right to declare the successful Proposer in default and, in addition to any other legal or equitable remedies available to it, the District upon declaring the successful Proposer in default may upon ten calendar days written notice to the successful Proposer, take the following actions:

- a) Withhold any funds due the successful Proposer under the Contract and have the right of set-off and/or recoupment and/or counterclaim against said funds for any claims which the District may have against the successful Proposer;
- b) Obtain the Services through another contractor;
- c) Call upon the surety that issued the performance bond (if applicable) to the successful Proposer to fulfill the obligations under the terms of said performance bond; and/or;
- d) Terminate the contract. In the event of termination, the District will only be liable for payment in accordance with the provisions of the Contract for Services rendered prior to the effective date of termination.

The successful Proposer is responsible and obligated for all damages caused by said default and for all costs and damages suffered by the District. Said damages may include, but not be limited to, reasonable attorney's fees and costs incurred in enforcing said claim against the successful Proposer, as well as the costs incurred in obtaining a new contract and any increase in cost of the Services involved for the duration of the term of the Contract with the successful Proposer.

ARTICLE 4: PROPOSALS

ARTICLE 4.1: Right to Reject

The District reserves the right to reject any and all proposals and to waive all formalities and/or technicalities where the best interests of the District may be served including the right to award a contract without any further discussion or negotiation with any one Proposer. However, nothing contained herein will be construed to ban discussion or negotiation with a Proposer.

ARTICLE 4.2: Prices

4.2.1: All prices quoted by various vendors must be firm prices for a period of 90 calendar days to allow acceptance by the District. If awarded the Contract, the prices will then be firm during the time period indicated by the Proposer.

4.2.2: All prices and quotations must be in ink or typewritten. No pencil figures will be accepted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the proposal. Also, corrections made with correction tape or fluids are to be initialed.

4.2.3: The District encourages the use of shared services to lower costs and improve transportation efficiency. If any vehicle for hire under this contract is shared with another customer or school District, then the contractor must provide a plan for revenue sharing to achieve cost efficiency.

ARTICLE 4.3: Proposal Documents

4.3.1: Proposers may receive copies of the Specifications at 234 Lincoln St., Gloversville, NY 12078 between 9:00 a.m. and 3:00 p.m., Monday through Friday, during school days, prior to the time and date when all proposals must be received.

4.3.2: Complete sets of Specifications must be used in the preparation of individual proposals. The District assumes no responsibility for misinterpretations resulting from the use of an incomplete set of Specifications. Moreover, failure of a Proposer to receive or examine any part of the Specifications or failure to conduct appropriate investigations will in no way relieve the Proposer from any obligations or responsibility incurred by submitting a proposal.

4.3.3: The District, in making copies of the Specifications available on the above terms, does so only for the purpose of obtaining proposals for the Services and does not confer a license or grant for any other use.

ARTICLE 4.4:

4.4.1: The Proposer must submit three (3) copies of the proposal, addressing all areas required by the Specifications.

4.4.2: The Proposer must furnish all support data. Failure to address all segments of the Specifications may result in rejection of the proposal at the District's discretion.

4.4.3: The Proposer may make additional stipulations or qualify their proposal in other manners. However, the District will consider such alternatives at its discretion.

4.4.4: The proposal must include the legal name of the Proposer and a statement whether the Proposer is a sole proprietor, a partnership, a corporation or other legal entity, and each copy must be signed by the person or persons legally authorized to bind the Proposer to a contract. A proposal submitted by an agent must have a current Power-of-Attorney, certificate of authorization, or resolution attached certifying the agent's authority to bind the Proposer in contract.

ARTICLE 4.5: Intent to Propose

4.5.1: A request for the Specification and supporting documents will be considered as intent of an entity to submit a proposal. In the event the entity elects not to submit a proposal, it is requested that notification of that fact be furnished to the District on or before ten calendar days prior to the closing date for receipt of proposals.

4.5.2: The District may, within ten calendar days prior to the closing date for receipt of proposals, publish a final listing of all declared proposals and duly issued addenda. The published listing is for general information purposes and the exclusion or inclusion of any entity in no way constitutes and/or implies a legal responsibility upon the District or the approval and acceptance of the qualifications of the listed Proposers,. If the Proposer notes that he is not in receipt of any of the listed addenda, it will be the Proposer's responsibility to obtain copies from the District.

ARTICLE 4.6: Submission of Proposals

4.6.1: The proposal, the proposal security, and any support data required to be submitted with the proposal must be enclosed in the same envelope.

4.6.2: The cost proposal must be included in overall contract figures and included in the sealed envelope.

A completed proposal form must also be included. Alternative pricing methods may be considered only if the Proposer is considered responsive to pricing the current system provided.

4.6.3: The envelope containing the proposal and cost proposal must be addressed to the party receiving the proposals and must be identified with the Proposer's name and address and be clearly marked "Competitive Proposal: School Bus Transportation". If the proposal is sent by mail, the sealed envelope must be enclosed in a separate mailing envelope marked with the notation "PROPOSAL ENCLOSED" on the face thereof.

4.6.4: Proposals must be deposited at the designated location prior to the time and date for receipt of proposals or any extension thereof made by Addendum.

4.6.5: Proposals received after the closing time and date for receipt of proposals will be returned unopened to the Proposers and will not be considered.

4.6.6: Proposers have full responsibility for timely delivery at the location designated for receipt of proposals. The Proposer assumes full responsibility for having its proposal deposited with the District Treasurer or her designee. It is understood and agreed by the Proposer that District employees are not responsible for the premature opening of a proposal not properly labeled on the outside of the envelope.

The Proposer assumes the risk of any delay in the mail or in the handling of the mail by District employees whether sent by mail or personally delivered to the District.

4.6.7: Fax and electronically submitted proposals will be accepted and considered.

ARTICLE 4.7: Authentication of Proposal and Affidavit of Non-Collusion and Non-Conflict of Interest

Authentication of proposal, affidavit of non-collusion and non-conflict of interest forms must be fully signed and executed and included with the proposal.

ARTICLE 4.8: Proposer's Representative

Each Proposer by making his/her proposal represents that:

4.8.1: It has read and understands the Specifications and the proposal is made in accordance therewith.

4.8.2: It has visited the District and has familiarized himself/herself with the local conditions under which the Services are to be performed.

4.8.3: The price proposal is based upon personnel and equipment described in the Specifications and in accordance with all Specification conditions and terms without exception.

ARTICLE 4.9: Qualifications of Proposers

4.9.1: Each Proposer must submit as part of the proposal a statement of Proposer qualifications. The District must have the right to take such steps as it deems necessary to determine the ability of the Proposer to perform the Services in a prompt and efficient manner pursuant to the Specifications.

4.9.2: In determining the qualifications and responsibilities of the Proposer, the District must take into consideration those criteria listed in Section 1.1.

4.9.3: The District reserves the right to reject any proposal where an investigation and evaluation of the Proposer's qualifications give the District doubt that the Proposer could promptly and efficiently perform the Services pursuant to the Specifications.

ARTICLE 4.10: Discussion of Proposals

4.10.1: The District may conduct negotiations of technical aspects of the proposals and/or prices after reviewing all proposals submitted. These negotiations will involve only vendors who submit proposals that fall within the competitive range.

4.10.2: Proposals categorized as unacceptable may be rejected and returned to the Proposer and that Proposer will not be allowed to submit supplemental information amending the proposal.

4.10.3: A Committee composed of the Superintendent, District Treasurer, the Transportation Supervisor, and those additional individuals designated by the Superintendent will review and evaluate the proposals.

ARTICLE 5: PROPOSAL CONSIDERATION

ARTICLE 5.1: Proposal Review and Negotiations

5.1.1: Post proposal negotiations may be conducted jointly with representatives of the District and the Proposer's representative.

5.1.2: The Proposer's representative must be qualified to answer and give administrative and technical clarification relative to the proposal.

ARTICLE 5.2: Rejection of Proposals and Waiver of Technicalities or Informalities

5.2.1: The District reserves the right to reject any and all proposals and to waive technicalities and minor irregularities in proposals.

5.2.2: Grounds for rejection of proposals include, but are not limited to:

- (a) Failure of a proposal to conform to the essential requirements of the Specifications.
- (b) Failure of a proposal to conform to the Specifications.

- (c) Failure of a proposal to conform to the delivery or completion requirements established in the Specifications.
- (d) Submission of a proposal that imposes conditions that would modify the terms and conditions of the Specifications, or limit the Proposer's liability to the District on the contract awarded on the basis of such proposal.
- (e) Submission of a proposal determined by the District to be unreasonable as to price.
- (f) Submission of a proposal determined not to be from responsible Proposers.
- (g) Failure of a proposal to make or meet guarantees when required by the Specifications.

5.2.3: Technicalities or minor irregularities in proposals which may be waived when the District determines that it will be in the District's best interest to do so, are mere matters of form not affecting the material substance of a proposal or some immaterial deviation from, or variation in, the precise requirements of the Specifications, the correction or waiver of which will not affect the relative standing of; or be otherwise prejudicial to other Proposers. The District may either give a Proposer an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its proposal, or waive the deficiency where it is advantageous to the District to do so.

ARTICLE 5.3: Interpretation or Correction of Proposals

5.3.1: Proposers must promptly notify the District of any ambiguity, inconsistency or error, which they may discover upon examination of the Specifications or of the local conditions.

5.3.2: Proposers desiring clarification or interpretation of the Specifications must make a written request to the District at least 15 calendar days prior to the closing date for receipt of proposals.

5.3.3: Any interpretation of or correction or change to the Specifications will be made by addendum, issued by the District. The addendum will be in writing. Interpretations of or corrections or changes to the Specifications made in any other manner will not be binding and Proposers may not rely upon such interpretations, corrections or changes.

ARTICLE 5.4: Modification or Withdrawal of Proposal

5.4.1: A proposal may not be modified, withdrawn or canceled by the Proposer for a period of 90 days following the time and date designated for the receipt of proposals without the consent of the District.

5.4.2: Prior to the closing time and date designated for the receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the Purchasing Agent at the place designated for receipt of proposals. The notice must be in writing over the signature of the Proposer and must be received by the District prior to the official closing time and date for receipt of proposals.

5.4.3: Any modification must be so worded as not to reveal the amount of the original proposed sum. To do so will render the modification and original proposal invalid.

5.4.4: Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of the proposals provided that they are then fully in conformance with the Specifications.

ARTICLE 5.5: Addenda

5.5.1: Addenda will be in writing and any addenda made in any other manner will not be binding. Addenda will be mailed or delivered to all who are known by the District to have requested and been furnished with Specifications.

5.5.2: Copies of addenda will be made available for inspection wherever Specifications are on file for that purpose.

5.5.3: Each Proposer must ascertain prior to submitting his/her proposal that he/she has received all addenda issued.

ARTICLE 5.6: Confidential Data

5.6.1: The New York State Freedom of Information Law, Public Officers Law, Article 6, provides for public access to information. Public Officers Law Section 87(2)(d) provides that the District may deny access to records or portions thereof that are "trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Information within a proposal that a Proposer believes is a trade secret or would cause substantial injury to the competitive position of the Proposer if disclosed, should be labeled "Confidential" or "Proprietary". This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted. The designation of information by the Proposer as "confidential" or "proprietary" does not guarantee that it is, in fact, confidential or proprietary or that the information will not be released by the District in response to a Freedom of Information Law request.

ARTICLE 6: PRICING

ARTICLE 6.1: Pricing

6.1.1: The Proposer must submit with his/her proposal the cost figure for the transportation described herein, replicating the current system. Such figures must be accompanied by detailed support of the calculations satisfactory to the District.

6.1.2: The price must include all labor, materials, equipment, necessary buses, supplies, fuel (if required), overhead and profit, and all other related costs.

6.1.3: The cost figure must include roundtrip rates as provided on the proposal form. There will be no additional charge for early dismissals, late starts, or exam schedules at any school serviced by the successful Proposer.

6.1.4: The District reserves the right, prior to an award of contract, to evaluate the segment prices and negotiate and/or reject any unit price that is determined by the District to be unreasonable in amount.

6.1.5: The District reserves the right to correct mathematical errors in extensions and additions by the Proposer. The District's corrected proposal sum total will take preference over the Proposer's computed proposal sum total if applicable.

6.1.6: The transportation requested herein may be changed at the option of the District provided that said District files a statement indicating changes with the successful Proposer and notifies the successful Proposer of proposed changes.

6.1.7: The school year is assumed to consist of 185 school days. Regardless of the number of days that the District is in operation, transportation will be requested in advance and on an as-needed basis. The District may increase or decrease the number of buses/vans used in the Contract throughout the duration of the contract's entirety. The District will pay for only those days for which transportation was requested and supplied. The District will provide a point of contact within the District to coordinate all transportation requests.

6.1.8: The District encourages the use of shared services to lower costs and improve transportation efficiency. If any vehicle for hire under this contract is shared with another customer or school District, then the successful Proposer must provide a plan for revenue sharing to achieve cost efficiency.

6.1.9: The District anticipates approximately 100 sports trips for Gloversville and approximately 90 sports trips for Johnstown. Some of those trips will be Saturday trips. There may also be field trip requests in late May and June for both Districts. A dedicated individual in each District will be assigned the liaison between the District and the successful Proposer.

ARTICLE 7: EQUIPMENT AND PERSONNEL

ARTICLE 7.1: Bus/Van Listing

The Proposer must submit:

7.1.1: Equipment Ownership: Proof of ownership, or financing and ability to deliver the types of school buses under this Specification (including spare buses/vans) must be provided. A complete vehicle listing with age and model must also be provided. A physical inspection of all equipment and resumes of key personnel will be part of this evaluation.

7.1.2: Technical Plan: A technical plan with on how to address the needs of the District is required.

7.1.3: Maintenance Program: A copy of all policies and procedures concerning school bus preventative and regularly scheduled maintenance must be submitted.

7.1.4: Facilities: A detailed description of all terminals and maintenance facilities must be submitted. This should include, but not be limited to, location, square footage, age, condition and a list of other equipment or resources available to better serve the District. A physical inspection of these facilities may be part of this evaluation. Photographs may be included.

7.1.5: NYSDOT Records: A current report from the NYSDOT Busnet computer database must be submitted for the previous three years. If this information is not available, the Proposer must submit a written explanation. This information must include all companies that are currently or previously owned by the Proposer either in part or in whole.

7.1.6: The successful Proposer must submit a statement prior to first date of service from the New York State Department of Transportation that the Proposer complies in full with all maintenance requirements of the New York State Department of Transportation and must remain in compliance throughout the duration of the contract and any extension thereof. This includes, but is not limited to, the maintenance Sections 720.21 and 721 of the New York State Department of Transportation Rules and Regulations.

7.1.7: All equipment used in performance of this Contract must be equipped with seat belts for all passengers and comply with all federal, State, and local laws, rules, regulations, policies and/or standards

7.1.8: All equipment used in the performance of this Contract must be equipped with Child Alert Systems to be certain no children are left sleeping on any bus or van.

7.1.9: If requested by the District, the successful Proposer must provide the District with a two-way radio capable of monitoring vehicles supplied to the District in performance of this contract.

7.1.10: The successful Proposer must have not less than one operations manager and/or one dispatcher assigned to the District. At least one of these people must be available at all times that buses are in route. This includes, when applicable, evenings and weekends. The operation manager and/or dispatcher must meet with District personnel when requested by the District to discuss transportation issues.

7.1.11: The successful Proposer immediately must report any accident that occurs when transporting District students to the District.

ARTICLE 7.2: Drivers

7.2.1: The Proposer must supply properly certified, qualified New York State school bus/van drivers and attendants. The payment of tuition for bus/van driver training school to certify and to qualify bus drivers will be at the expense of the Proposer. Written certification of all training must be provided to the District within seven business days of course completion.

7.2.2: The successful Proposer must provide a continuing safety education program for school bus drivers, attendants and students, together with periodic management bulletins to personnel concerning the safety program and strict supervision of personnel in this respect. Copies of written certification of attendance at the safety education programs and/or the provision of these program must be provided to the District within seven calendar days of the program's completion.

7.2.3: All bus drivers must comply with Section 3624 of the State Education law and Sections 156.3 of the Commissioner's Regulations and all applicable fingerprinting requirements. The successful Proposer will also provide proof that all drivers meet the requirements as required in Article 19A of the New York State Department of Motor Vehicles, and the successful Proposer must meet all the qualifications of the New York State Department of Transportation Regulations Sections 720 and 721.

7.2.4: The successful Proposer must maintain a drug-testing program for transportation employees, including, but not limited to, pre-employment, post-accident, for cause and return to duty testing.

7.2.5: The successful Proposer must provide cover and standby drivers as may be necessary to ensure continuity of service.

7.2.6: The successful Proposer must provide adequate personnel to supervise drivers at all times during service hours, including the provision of in-service road supervision and field surveys, conducting driver interviews and discipline, and providing liaison with the District.

7.2.7: The successful Proposer must provide dispatch personnel at all times during in service hours of operations. During late night trips or trips on days when school is closed, the successful Proposer will provide the District with a supervisor in charge and the phone numbers and other contact information to reach him/her.

7.2.8: The successful Proposer must provide voice communication between base of operations and drivers.

7.2.9: The District reserves the right, in the exercise of its sound discretion, to reject or replace drivers without being limited to considerations of health or driving record. The successful Proposer must remove from service bus/van drivers who are not acceptable to District officials.

7.2.10: All bus/van drivers must be subject to annual physical examinations as stated in Section 156.3 of the Commissioner's Regulations (including an annual test for tuberculosis) and continuing approval of the school authorities. All bus/van drivers are subject to all regulations, imposed by school authorities, which are reasonable and which are intended to safeguard the health and safety of the passengers.

7.2.11: Physical examinations taken more than 30 calendar days prior to start of service will not be considered current and will not be accepted.

7.2.12: The successful Proposer will be required to carry out all reasonable requests and instructions of the Transportation Supervisor, the District Treasurer and/or the

Superintendent. This includes, but is not limited to, proof of attendance at the required refresher courses on bus safety, the additional instructions for drivers of handicapped students and attendance at a driver training class.

ARTICLE 7.3: Substitutions

7.3.1: Substitutions of prior approved buses, personnel, equipment and materials may be authorized by the District in the following instances:

- (a) Failure by the Proposer to meet Specifications.
- (b) Failure of a driver to pass physical examination or meet statutory or regulatory requirements.
- (c) Failure of the Proposer's supplier to meet delivery schedule or other conditions of the contract.

7.3.2: Each proposal will address the provision for substitute buses/vans (in the amount of 10% of the fleet) needed for performance under the terms of this contract.

ARTICLE 7.4: Liquidated Damages

In view of the difficulty of ascertaining the loss which the School District will suffer by reason of default or delay on the part of the successful Proposer, the following sum will be imposed as liquidated damages and not by way of penalty, when there has been a breach of contract as specified below. A rate of \$100.00 per event per day will be deducted from payment due the contractor for the following:

- A. Each failure to provide a vehicle to transport the assigned students to or from their designated school within 15 minutes of the start time of the designated school (except when weather conditions or abnormal traffic conditions cause the delay).
- B. Each failure to provide a spare bus within 15 minutes after a bus/van has been reported to have a mechanical failure.
- C. Each failure to provide a two-way radio equipped vehicle or instance in which a two-way radio is not operational.
- D. Each failure to provide a vehicle equipped with a stop arm.
- E. Each failure to provide a driver approved by the District.
- F. Each failure to provide a driver assistant or certified attendant or monitor on a route so designated.
- G. Each time a driver changes a designated bus stop without prior written approval of the District.
- H. Each time a driver fails to wear a photo identification badge while transporting District students.
- I. Each school day or portion thereof that the successful Proposer uses a vehicle for transporting District students that has an expired motor vehicle inspection sticker, an expired registration, or expired insurance.

ARTICLE 8: TAXES AND PAYROLL DEDUCTIONS

ARTICLE 8.1: Deduction for Taxes

The successful Proposer will be liable for payment of all applicable payroll taxes or deductions required by local and federal law, social security, Medicare, and unemployment. Neither the successful Proposer nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever from the District including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Retirement System benefits, health or dental insurance, or malpractice insurance.

ARTICLE 8.2: Worker's Compensation Insurance

The successful Proposer must carry Worker's Compensation Insurance and employer's liability insurance in the full amount as required by law.

ARTICLE 9: EQUAL EMPLOYMENT AND NON-DISCRIMINATION

ARTICLE 9.1 General Policy

9.1.1: The District is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Proposer must take affirmative action to ensure that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action includes, but is not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.

9.1.2: The successful Proposer must, in all solicitations and/or advertisements for employees placed by or on behalf of the successful Proposer, state that all qualified applicants will receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

9.1.3: The successful Proposer will cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it will perform.

9.1.4: The utilization of minority vendors and subcontractors are encouraged, whenever possible, on public contracts. The successful Proposer should make full efforts to locate minority businesspersons.

ARTICLE 10: INSURANCE and INDEMNIFICATION

Required Insurance:

The successful Proposer will obtain and keep in full force and effect, at the Proposer's sole cost and expense, the following insurance:

a. Commercial General Liability Insurance

\$5,000,000 per occurrence/\$5,000,000 aggregate

b. Workers' Compensation Employers Liability and N.Y.S. Disability

Statutory Workers' Compensation, Employers' Liability and N.Y.S.

Disability Benefits Insurance for all employees. Proof of coverage must be

on the approved specific form, as required by the New York State

Workers' Compensation Board. ACORD certificates are not acceptable.

c. Automobile Liability

\$10,000,000 combined single limit for owned, hired and borrowed and nonowned motor vehicles.

The limits for Automobile and Commercial General Liability insurance can be achieved by primary or primary and excess liability policies. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, if awarded a contract, a Proposer hereby agrees to effectuate the naming of the District as an additional insured on the Proposer's insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. Each policy naming the District as an additional insured must:

- be an insurance policy from an insurer licensed in New York State with an A.M. Best rating of "secure" or better;
- state that the Proposer's coverage is primary and non-contributory coverage for the District, its Board, employees and volunteers.

The Commercial General Liability policy must state that it affirmatively provides coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual misconduct. Sub limits below the policy limits are acceptable solely at the discretion of the District.

The District must be listed as an additional insured by using endorsement CG 2026 or its equivalent. The decision to accept an alternative endorsement rests solely with the District. The Proposer must submit a copy of the certificate of insurance along with a copy of the additional insured endorsement to be used. At the District's request, the Proposer will provide copies of the declarations pages of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Proposer will provide a copy of the policy endorsements and forms.

The Proposer agrees to indemnify and holds harmless the District for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of the Proposer, to the extent not covered by the applicable policy.

Proposer acknowledges that the failure to obtain such insurance on behalf of the District constitutes a material breach of the contract and subjects it to liability for damages indemnification and all other legal remedies available to the District.

In addition, the Proposer will be required to submit claim loss runs for the three (3) most recent preceding years as well as the number of vehicles insured for each period.

The level of losses and other statistics such as incident per vehicle per year will be considered in this evaluation. This information must include all companies that are currently or previously owned by the Proposer either in part or in whole.

INDEMNIFICATION

To the fullest extent permitted by law, the successful Proposer will indemnify and defend (with counsel selected by the District) and hold harmless the District, its employees, agents, representatives and members of the Board of Education from any and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorney's fees and disbursements) arising from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the services rendered by the successful proper, or the action of, or the failure to act by the successful Proposer, the successful Proposer's representatives or employees, or anyone for whose acts the successful Proposer may be liable.

In the event that any legal proceeding is instituted or any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from the successful Proposer pursuant to the provisions of this paragraph, the District will promptly notify the successful Proposer of the suit, claim or demand, and give the Proposer an opportunity to defend and settle same without any cost to the District, and will extend reasonable cooperation to the Proposer in connection with the defense, which will be at the expense of the Proposer. In the event that the successful Proposer fails to defend the same within 30 calendar days of receipt of the notice, the District will be entitled to assume the defense thereof, and the Proposer will be liable to repay the District for all its expenses reasonably incurred in connection with the defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments).

All of the provisions of this Paragraph will survive the expiration or sooner termination of this Agreement.

ARTICLE 11: FINANCIAL AND CUSTOMER REFERENCES

A minimum of two financial references must be supplied from an independent commercial institution. A minimum of five customer references with at least three being from other school Districts must be supplied with your proposal.

ARTICLE 12: STUDENT RECORDS AND DISTRICT DATA

12.1: The successful Proposer may receive and must maintain, use and/or disclose student information consistent with Federal and State law, rules and regulations. The student information received by the successful Proposer will be maintained at a central location within the Proposer's office and kept in a manner that maintains the confidentiality of both the student and the information.

12.2: A. "District Data" means all information obtained by the successful Proposer from the District or by the successful Proposer in connection with the Services provided by the successful Proposer pursuant to this Agreement, including but not limited to business, administrative and financial data, intellectual property, student and personnel data, and metadata. The term, "District Data" does not

include any information made publically available by the District.

B. "Personally Identifiable Information" or "PII" includes, but is not limited to: (i) a person's name or address or the names or addresses of a student's parents or other family members; (ii) any personal identifier (e.g., SSN, student number or biometric record); (iii) indirect identifiers (e.g., date of birth, place of birth, or mother's maiden name); (iv) other information that alone or in combination is linked or linkable to a specific individual and would allow a reasonable person to identify the individual with reasonable certainty; and (v) any information requested by a person who the District or successful Proposer reasonably believes knows the identity of the person to whom a record relates.

C. The successful Proposer represents and warrants that it is fully familiar with and will comply with all District policies and State, federal and local laws, regulations, rules and requirements related to the confidentiality, security and privacy of District Data.

D. The successful Proposer represents and warrants that District Data received by the successful Proposer will be used only to perform successful Proposer's obligations pursuant to this Agreement and for no other purpose.

E. The successful Proposer represents and warrants that it will only collect data from the District or District employees or other End Users (the term "End Users" means the individuals authorized by the District to access and use services provided by the successful Proposer pursuant to this Agreement) that is necessary to fulfill the successful Proposer's duties pursuant to this Agreement.

F. The Parties agree that all rights including all intellectual property rights in and to District Data will remain the exclusive property of the District and that the successful Proposer has a limited, non-exclusive license to use District Data solely to perform the Services pursuant to this Agreement.

G. The successful Proposer agrees not to use any District Data to advertise or market to District employees or other End Users.

H. The successful Proposer agrees that, upon receipt of District Data, it will: (i) limit the successful Proposer's internal access to District Data to employees with legitimate educational interests (i.e., access will be limited to those employees who must access District Data to implement the terms of this Agreement); (ii) use District Data only for the purposes explicitly authorized by this Agreement; (iii) not disclose any PII from District Data to any other party (a party other than an employee with a legitimate educational interest) without the District's prior written consent (if necessary, the District will obtain the required consent(s) from third parties), unless disclosure is required by statute or court order and written notice is given to the District (notice is not required if it is expressly prohibited by a statute or court order); (iv) maintain reasonable safeguards to maintain confidentiality of PII in District Data; (v) use legally mandated encryption technology to protect District Data from unauthorized disclosure; and (vi) store all District Data within the United States of America.

I. If the successful Proposer has access to District Data that is subject to the Family

Educational Rights and Privacy Act ("FERPA"), the successful Proposer acknowledges that for purposes of this Agreement it will be designated as a "school official" with a "legitimate educational interest" pursuant to FERPA and its implementing regulations, and the successful Proposer agrees to abide by the limitations and requirements imposed on school officials.

J. The successful Proposer represents and warrants that it will comply with the District's Parents' Bill of Rights, as supplemented, to include information about this Agreement, a copy of which is annexed hereto and will be signed by the District and the Proposer.

K. The successful Proposer represents and warrants that it has provided or, within 30 calendar days of the date of the Contract and prior to allowing any of its employees access to District Data, will provide training, about the State and federal laws and regulations governing confidentiality of District Data to any employee who has access to District Data.

L. Except as prohibited by law, the successful Proposer will: (i) immediately notify the District of any subpoenas, warrants, or other legal orders, demands or requests received by successful Proposer seeking District Data; (ii) consult with the District regarding its response; (iii) cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and (iv) upon the District's request, provide the District with a copy of successful Proposer's response.

M. Upon the District's request, the successful Proposer agrees that it will promptly make any District Data held by the successful Proposer available to the District.

N. The successful Proposer agrees to notify the District of any breach of security resulting in an unauthorized release of PII from District Data by the successful Proposer or the successful Proposer's assignees or subcontractors. This notification will be made in the most expedient way possible and without delay. The successful Proposer must also notify the District in writing of the breach of security. This written notification must be sent by the successful Proposer within one calendar day of the breach of security resulting in an unauthorized release of PII from District Data and must be sent to the District by email to the Superintendent and either personally delivered or sent by nationally recognized overnight carrier to the District. In the case of an unauthorized release of PII from District Data by the successful Proposer or the successful Proposer's assignees or subcontractors, the successful Proposer must reimburse the District for all the District's costs associated with the District's obligation to notify the State's chief privacy officer, parents, students, teachers and/or principals of the unauthorized release.

O. The parties agree to execute an amendment to the Contract if required for compliance with any new laws or regulations relating to the confidentiality, security and privacy of data.

P. To the fullest extent permitted by law, the successful Proposer indemnifies and will defend (with counsel selected by the District) and hold harmless the District, its employees, agents, representatives and members of the Board of Education from any

and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorney's fees and disbursements) arising from the District's notification obligations set forth above in Subparagraph N.

Q. All the provisions of this Paragraph 12.2 will survive the expiration or sooner termination of the Contract.

ATTACHMENT TO AGREEMENT BETWEEN ("the Transportation Provider")
and the DISTRICT

TERM: January 1, 2022 – June 30, 2022

PARENTS' BILL OF RIGHTS DATA PRIVACY & SECURITY GLOVERSVILLE ENLARGED
SCHOOL DISTRICT

Parents' Bill of Rights for Data Privacy and Security (2020)

The Gloversville Enlarged School District committed to protecting the privacy and security of student data and teacher and principal data. In Accordance with New York State Law Section 2-d and its implementing regulations, the District informs the school community of the following:

1. A student's personally identifiable information cannot be sold or released for any commercial purpose.

2. Parents have the right to inspect and review the complete contents of their child's educational record.

3. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

4. A complete list of all student data elements collected by New York State is available for public review at:

<http://www.nysed.gov/common/nysed/files/programs/student-data-privacy/collected-dataelements-1-17-2020.pdf> or by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, New York 12234.

5. Parents have the right to submit complaints about possible breaches or student data. Complaints or questions should be directed in writing to: Data Protection Officer, Gloversville Enlarged School District, 234 Lincoln Street, Gloversville, NY 12078.

6. Parents have the right to have complaints about possible breaches of students data addressed. Complaints should be directed in writing to Privacy Complaint, Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>

Ed Law 2d Compliance Signature:

[Vendor Company Name] affirms that the information provided in response to the "Supplemental Information Regarding Third-Party Contractors" is true and accurate and that [Vendor Company Name] will abide by Gloversville Enlarged School District's "Privacy and Security for Student Data and Teacher and Principal Data" and the "Parents' Bill of Rights for Data Privacy and Security." Signature

Printed Name & Title

Date

*** This Parents'/Guardians' Bill of Rights for Data Privacy and Security is subject to

change based on regulations of the Commissioner of Education and the New York State Education Department Chief Privacy Officer. (Updated 5/27/2020)

ARTICLE 13: PAST PERFORMANCE QUALIFICATIONS

Each Proposer must read and certify and qualify the following questions:

1. Have you or any company you have ever been affiliated with had a contract canceled for non-performance by any school District, municipality or private company?

yes or no

If yes, please list contracts

2. Have you or any company you have ever been affiliated with been refused a performance bond?

yes or no

If yes, please list insurance companies

3. Have you or any company you have ever been affiliated with been rejected from submitting a bid or proposal?

yes or no

If yes, please explain

4. Is there any current litigation with another school District, municipality, or other entity regarding the provision of transportation services?

yes or no

If yes, please explain

This form requires the signature of the principal owner/partner submitting the proposal as attestation to the above statements.

Date _____ **Signature** _____

Title _____

SUBMISSION CERTIFICATION:

I hereby certify, as an officer of _____, that as the Proposer for Services pursuant to the Specifications all of the information and material supplied to the District as required by this Specification is complete and true. I further understand that any information that is found to be incomplete or false or, any attempt to mislead the District is discovered, either during the evaluation or subsequent to any award may result in rejection of the proposal or immediate termination of a contract.

Signature _____ Date _____

Name _____ Title _____

**GLOVERSVILLE ENLARGED SCHOOL DISTRICT
234 Lincoln St., Gloversville NY 12078**

Proposals to be opened:

TIME: **8:00 AM**

DATE: **December 17, 2021**

PLACE: Gloversville Enlarged School District
Business Office
234 Lincoln St.
Gloversville NY 12078

**TRANSPORTATION INFORMATION AND PROPOSAL FORM
FOR RFP SCHOOL BUS TRANSPORTATION**

Proposer Information

Company: _____

Address: _____

City State Zip: _____

Telephone: _____

Fax: _____

Email _____:

APPENDIX A
SPECIAL CONDITIONS FOR PROPOSERS

Gloversville Enlarged School District will require full size buses with a pupil seating capacity of up to approximately 66 passengers and small buses with a capacity of up to approximately 30 passengers to service both in-District and out-of-District athletic trips and field trips and other District Sponsored Trips.

- a. Proposer must provide all maintenance for vehicles necessary to provide the Services.
- b. The proposal will be for roundtrip transportation of students by buses, vans, and option for driver matrons or assistants for Field/Athletic trips, late runs and other District sponsored trips. The District reserves the right to award a contract based on a Proposal in whole or in part, to a Primary and Secondary vendor, or whatever is in the best interests of the District. Each proposal must include the price with fuel included.
- c. Adherence to predetermined and agreed upon pick-up times as is required. Drivers must have a watch available that is accurate and in good working order. Timepieces should be synchronized with standard radio time. Prudence should be practiced when a student is occasionally late. Habitual student lateness should be reported to the transportation supervisor of the District.
- d. Relief buses and drivers, in a sufficient number to maintain the schedule of services, complying in all respects with the requirements for buses set down herein, must be available at all times for use in the event of breakdown of any of the buses employed in compliance with the contract.
- e. All vans must have air conditioning.
- f. The successful Proposer must provide the equipment necessary to conduct all mandated school bus safety drills at the District's request.
- g. The Proposer must comply with minimum wage standards set by law as to all its employees while they are engaged in work under any contract between Proposer and the District. Payroll records must be made available to the District upon request.

**APPENDIX B
TRANSPORTATION INFORMATION AND PROPOSAL FORMS**

TRANSPORTATION PROPOSAL

Pursuant to the advertisement requesting proposals for transporting pupils of Levittown Public Schools for the remainder of needs for the 2021-2022 school year beginning January 1, 2022 through June 30, 2022, with the option to renew annually for up to 5 years, each school year with prior approval by the Board of Education, I hereby propose to furnish the required transportation in accordance with the conditions and directions as outlined in the Specifications. I understand that, unless otherwise specified in the proposal, the determination of the best responsible proposal/proposals will be made for no predetermined number of trips or vehicles and each individual contracted trip will be requested by the Transportation Department on an as-needed basis. I also understand that the actual number of buses needed currently and throughout the 2018-2019 school year and potential successive years may vary and buses may be added or deleted by the District at the proposed prices.

All prices are to be listed per vehicle per trip. All vehicles are to be provided for a minimum of any consecutive four-hour period.

ONE YEAR AWARD (January 1, 2022 – June 30, 2022)

**Rate per hour for four hour minimum
roundtrip**
(*note: tolls included in rate)

Large Bus (44-66 passenger)

Small Bus (20-30 passenger)

Company Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____ Ext: _____ Fax: _____

Contact Person: _____

Signature: _____

Title: _____

Email Address: _____

APPENDIX C
CONFLICT OF INTEREST
AND
CONFLICT OF INTEREST CERTIFICATION

First: That the said Proposer is of lawful age and the only one interested in this proposal, and that no one other than said Proposer has any interest herein.

Second: That this proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.

Third: That no member of the Board of Education of the Levittown Public Schools, or any officer or employee or person whose salary is payable as a whole or in part from the treasury of the District is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

Fourth: That said Proposer has carefully examined the instruction to Proposers, schedules and Specifications prepared under the direction of the Board of Education, and will, if successful in this proposal, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services or labor for which this proposal is made.

Fifth: That the prices quoted are net and exclusive of all federal, state, and municipal sales and excise taxes.

Signature _____

Name _____

Title _____

Date _____

**PROPOSAL CERTIFICATION
STATEMENT OF NON-COLLUSION**

Your proposal is subject to the following Non-Collusion Statement of Section 103-D of the General Municipal Law as follows:

Every proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive proposal is required by statute, rule, regulation or local law, for work or services performed, to be performed, or goods sold or to be sold, shall contain the following statement subscribed by the Proposer and affirmed by such Proposer as true under the penalties of perjury: Non-collusive proposal certification.

(A) By submission of this proposal, each Proposer and each person signing on behalf of any Proposer 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 knowledge and belief:

(1) The prices in this 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 Proposer or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and

(3) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

(B) A 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 Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (A) (1), (2) and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the 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 proposal, does not constitute, without more, a disclosure within the meaning of subparagraph one (A).

Any proposal hereafter made to any subdivision of the state or any public department, agency or official thereof by a corporate Proposer for work or services performed or

goods sold or to be sold, where competitive Proposer is required by statute, rule, regulation, or local law, and where such 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 Proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to noncollusion as the act and deed of the corporation.

COMPANY _____

SIGNED _____

TITLE _____

ADDRESS _____

IRANIAN ENERGY DIVESTMENT CERTIFICATION

Certification Pursuant to Section 103-g Of the New York State General Municipal Law

- A. By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A bid shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Bidder cannot make the foregoing certification set forth in Paragraph A above, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, may award a bid, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name