



**LANSINGBURGH CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION
55 NEW TURNPIKE ROAD
TROY, NEW YORK 12182**

Proposal No. RFP-22-002

“KMS AUDITORIUM SOUND SYSTEM UPGRADE”

PROPOSAL DUE DATE: June 29, 2023 @ 2:00 PM (Prevailing Time)

Request for Proposals #RFP-22-002 KMS Auditorium Sound System Upgrade

The Board of Education of Lansingburgh Central School District at Troy, New York invites the submission of sealed proposals for RFP-22-002 for providing the service of KMS Auditorium Sound System Upgrade. Only those proposals received by the Purchasing Agent, Linda Klime, by 2:00 P.M. (E.D.T.) **Thursday, June 29, 2023** shall be publicly acknowledged as received at such time in the Purchasing Offices located at 55 New Turnpike Road, Troy, New York. If the Lansingburgh Central School district is closed on the date of the scheduled bid opening due to inclement weather or other conditions, the bid opening will be held at the same time the next business day that the Lansingburgh Central School District is open.

A **pre-bid meeting** scheduled for June 15, 2023, at 2:15 PM. This meeting will be held at the Knickerbacker Middle School, 320 Seventh Avenue, Troy, NY 12182.

The Board reserves the right to reject any or all proposals received and to waive any informalities discovered within. The successful bidder will be required to sign a Waiver of Immunity and Certificate of Non-Collusive Bidding, according to Municipal Law.

BY ORDER OF

**BOARD OF EDUCATION,
LANSINGBURGH CENTRAL
SCHOOL DISTRICT, at Troy**

DATED: June 2, 2023

Linda Klime, Purchasing Agent

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SECTION I: INTRODUCTION

The Lansingburgh Central School District (LCSD) hereby solicits sealed competitive proposals from respondents to provide “KMS Auditorium Sound System Upgrade” services to LCSD.

It is the purpose of this Request For Proposal (RFP) to select a proposer to provide the service(s) that will best satisfy the current and future requirements of LCSD.

This RFP does not commit LCSD to pay any costs incurred in the preparation of proposals. Further, LCSD reserves the right to accept or reject any or all proposals or any part of a proposal, if it is in its best interest to do so.

Any factual information contained in this RFP is for informational purposes only and is subject to independent verification by the respondent.

SECTION II: SCHEDULE

The anticipated schedule of key events regarding this proposal process is as follows:

RFP issued	June 3, 2023
Pre-Bid Meeting	June 15, 2023 2:15 PM
Request(s) for Content Clarification no later than	June 22, 2023
RFP Due Date	June 29, 2023
Board Award	July 10, 2023
Services to Begin	July 11, 2023
Contract Terms	July 11, 2023 through January 1, 2024

Note: LCSD reserves the right to revise these dates.

SECTION III: REQUEST FOR PROPOSALS (RFP)

A. Request(s) for Content Clarification

If discrepancies or omissions are found by a respondent or if there is doubt as to the true meaning of any part of this RFP, a written request for a clarification or interpretation shall be submitted to the LCSD Purchasing Office in writing by email to Linda Klime, Purchasing Agent at lklime@lansingburgh.org before the date indicated in Section II.

B. Addenda

Any interpretation, corrections, and changes to this RFP and requirements or extensions to the submittal date will be made in writing by Addenda. Sole issuing authority of addenda shall be vested in the purchasing office. Addenda will be made available for viewing and printing on the Lansingburgh Central School District website. It shall be the respondent's responsibility to check the website for any addenda issued. Respondents shall acknowledge the acceptance of all addenda in Exhibit A-4 of this document. Any addenda so issued are to be considered a part of this RFP document.

C. Proposal Due Date

The respondent is requested to submit only EXHIBITS A, A-1 through A-6 of this document, along with the respondent's proposal and any other requested documents in the manner specified in the RFP with their submission. The proposal must be signed by a person authorized to legally bind the entity submitting the proposal, enclosed in a sealed envelope or package clearly marked on the exterior with "RFP NO. 22-002: "KMS Auditorium Sound System Upgrade"/ ACKNOWLEDGEMENT DATE: June 29, 2023 and TIME: 2:00 P.M. and be received by mail or hand delivered to the purchasing office no later than the time and date indicated in Section II, at the address shown below. Any proposal received after the stated time will be returned unopened. Proposals shall be publicly acknowledged as received (not read) at such time. Proposals are to be sent or delivered to:

**LANSINGBURGH CENTRAL SCHOOL DISTRICT
PURCHASING OFFICE
55 New Turnpike Road
TROY, NY 12182.**

D. Damaged/Illegible Proposals

LCSD is not responsible for any proposal or portion of a proposal submittal that has been damaged or destroyed while in transit. Respondents should take the necessary precautions to ensure that their submittal is received intact. Illegible proposals, diskettes or documents will be rejected.

E. Late Proposals

All proposals will be dated and time stamped with the official time by the purchasing office upon receipt. Proposals received in the LCSD purchasing office after the submittal deadline shall be rejected. The LCSD is not responsible for lateness of mail, carrier, etc. and the date/time stamp in the purchasing office shall be utilized in all cases to determine the official time of receipt.

F. Altering Proposals

Proposals cannot be altered or amended after submittal deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the authorized signer of the proposal, guaranteeing authenticity.

G. Withdrawal of Proposal

A proposal may not be withdrawn or canceled by the respondent without justifiable cause following the date designated for the due date of proposals and respondent so agrees upon submittal of their proposal.

H. Exclusion

No oral, telegraphic, telephonic, electronic, or faxed proposals will be considered.

I. No Submittal

Should the respondent not wish to submit at this time, please submit a “NO SUBMITTAL” by the same time and at the same location as stated for acknowledgement. The respondent is requested to return the proposal recap sheet (Exhibit A-5) and so indicate in the designated area they have chosen a “NO SUBMITTAL” of the proposal. Respondents desiring a copy of the proposal acknowledgement sheet may obtain them by visiting the Lansingburgh Central School District website after the award by the board. PROPOSAL ACKNOWLEDGEMENTS WILL NOT BE GIVEN BY TELEPHONE.

SECTION IV: PROPOSAL EVALUATION

A. Evaluation Criteria

Evaluation criteria have been established to assist the LCSD in determining which respondent will provide the best-suited, quality service(s), which most nearly satisfies the requirements of LCSD. LCSD will select the highest rated proposal, taking into consideration the following criteria:

1. 60% Pricing
2. 20% Quality of Products
2. 10% Experience
3. 10% References

B. Evaluation of Proposals

1. An evaluation committee will evaluate each proposal submitted.
2. During the RFP evaluation period all communications shall be directed to the Purchasing Office.
3. Each proposal will be evaluated according to the following process to determine if it meets the evaluation criteria outlined in this RFP.
 - a. First will be to determine whether the proposal conforms to the minimum criteria for consideration. Each respondent will be required to meet the necessary experience, insurance, bonding, etc., that are required for submittal with the proposal package. Proposal packages failing to submit the necessary documentation shall be rejected without further evaluation.
 - b. Finalists shall then be evaluated on the evaluation criteria requested in this section of this RFP.
 - c. LCSD reserves the right to request a “best and final” offer from each of the finalists.
 - d. A final proposal rating will be given to the respondent whose proposal, in the sole discretion of the committee and the purchasing agent, best meets the established criteria and the overall requirements of the board. If, for any reason, a contract cannot be awarded, final negotiation will take place with the next best respondent. Where a bidder is requested to submit a bid on individual items and on a total sum or sums, the right is reserved to award contracts on individual items or on total sums, whichever is in the best interests of the school district.

- e. The recommendation of the successful proposal shall be submitted to the board for approval. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his/her right, title, or interest therein or his/her power to execute such contract to any other person, company, or corporation, without the previous written consent of the school district.

C. Disqualification of a Respondent & Rejection of a Proposal

Any one or more of the following, among others, may be considered sufficient for the disqualification of a respondent and the rejection of the proposal.

1. Evidence of collusion among respondents.
2. Failure to satisfy the submittal requirements of the RFP
3. Lack of responsibility as shown by past work, reference, or other factors.
4. Default or termination of other contracts or agreements.
5. Illegible or vague proposals.

D. Rights to Accept or Reject

It is understood that the LCSD reserves the right to accept or reject any/all proposals for any/all services covered in this RFP, and to waive irregularities or technical deficiencies that in the judgment of LCSD, best meet the requirements.

E. Final Selection

The final selection will be made based on LCSD determination of the respondent's overall ability to provide and manage the current and future service needs for LCSD.

SECTION V: RFP SUBMITTAL REQUIREMENTS

A. Confidential Information

The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure

under FOIL, respondents should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as “CONFIDENTIAL” and inserting the following statement in the front of its proposal:

The information of data on pages _____ of this proposal, identified on the top thereof as “CONFIDENTIAL,” contain financial, technical, or other information which constitute trade secrets or such, if publicly disclosed, would result in substantial injury to our competitive position. We request that LCSD use such information only for the evaluation of this proposal but we understand that LCSD must comply with the provisions of the New York State Freedom Of Information Law (FOIL) and that public disclosure of the information contained in this proposal whether or not marked as “CONFIDENTIAL,” and to make no claim for any damages as a result of any such disclosure by the LCSD pursuant to FOIL.

In the event LCSD receives a FOIL request for disclosure of information marked as “CONFIDENTIAL,” the respondent shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the respondent has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by LCSD in making its determination as to whether disclosure is required under the law.

B. Minimum Qualifications

LCSD desires that all respondents possess certain references to ensure high quality service(s). Therefore, respondents must meet the following minimum requirements to be considered:

1. Respondent must have successfully provided services of a similar type and specifications and to have had experience in the K-12 market, prior to the submission of the proposal.
2. Respondent must be otherwise qualified and eligible to receive an award.

C. Insurance:

Before commencing with the services under this contract, the successful respondent shall be required at their own expense to furnish LCSD with certified copies of all insurance requirements to be in force throughout the term of the contract. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the successful respondent hereby agrees to effectuate the naming of the District as an additional insured on their insurance policies, with the exception of workers’ compensator and N.Y. State Disability insurance.

The successful respondent's coverage shall be primary and non-contributory coverage for the District, its Board, employees, and volunteers.

Misc. Professional Liability

\$2,000,000 Each Claim

\$3,000,000 Aggregate

Commercial General Liability Including Contractual and Personal Injury Liability

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

Commercial Automobile Liability

(Including owned, non-owned, and hired vehicles)

\$1,000,000 Combined Single Limit

Umbrella Excess Liability

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

Worker's Compensation

Statutory Coverage in compliance with the Compensation Law of the State of New York. Sole proprietorships must also have this requirement.

D. Submittal Format

Respondents are encouraged to submit sufficient information that is pertinent and would assist LCSD in making its decision in the award of services. Respondent shall provide with the proposal submittal all documents required by this Request For Proposals (RFP). Failure to provide this information may result in rejection of the proposal. To aid the evaluation process, the respondent submittal shall be marked with the proper designations below and submitted in the following order and format:

1. Cover letter: (limit 1 page) Cover letter to identify respondent, the respondent's business organization, and the personnel LCSD should contact concerning the proposal including names, addresses, email, and telephone numbers.
2. Executive summary: (limit 2 pages) Executive summary of important features of the proposal, including a statement of minimum qualifications that should be highlighted for the review of LCSD.
3. Experience: (limit 3 pages) set forth the specific experience the respondent has had with providing similar service. Identify locations and for each location describe the service, length of time service provided and the name, address, and telephone number of individual references.

4. Proposed Services: “KMS Auditorium Sound System Upgrade”
5. Required Documents:
 - a. Proposal Acknowledgement Form
 - b. Non-Collusion Affidavit
 - c. Iran Divestment Act of 2012 Certification
 - d. Addenda Acknowledgment
 - e. RFP Bid Sheet/No Bid Sheet
 - f. References

E. Other Requirements

1. FACSIMILE OR ELECTRONIC TRANSMITTALS OF PROPOSALS SHALL NOT BE ACCEPTED.
2. ALL PROPOSALS MUST BE RECEIVED IN PURCHASING OFFICE BEFORE THE STATED ACKNOWLEDGEMENT DATE AND TIME.
3. Signatures

Proposals must be signed in ink (preferably blue ink) by an authorized officer, of the company. Faxed, printed, or typewritten signatures are not acceptable.
4. Collusion

LCSD will reject a proposal if more than one proposal is received from that company or if it is found that collusion exists between or amongst respondents.

SECTION VI: GENERAL TERMS AND CONDITIONS

A. Contract/Agreement

The successful respondent’s submittal, when accepted by LCSD either by formal letter or acceptance of purchase order, shall legally constitute acceptance and therefore, be subject to all the terms and conditions of the proposal documents. Successful respondents may also be required to sign a formal contract which includes the terms of this proposal, as well as the final terms and conditions that may result in the negotiation between LCSD and the respondent. Any and all ambiguities in RFP documents, RFP awards, contracts, or related documents, including tariffs, shall be construed in favor of LCSD.

B. Purchase Order

LCSD shall generate a purchase order(s) or award letter or contract to the successful respondent(s). The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of LCSD.

C. Contract Administrator

LCSD will designate a contract administrator with responsibility to ensure compliance with all the contractual term and conditions, including, but not limited to the inspection and acceptance of the service(s) provided. The contract administrator will serve as liaison between LCSD and the successful respondent.

D. Payments

1. LCSD will make payment only after receipt and acceptance by LCSD of the service(s) ordered.
2. Vendor invoices shall show the purchase order number and shall be mailed to: Lansingburgh Central School District ATTN: Accounts Payable.
3. Payments of any claim shall not preclude LCSD from making claim for adjustment of any service(s) found not to have been in accordance with specifications. Payments shall be made by LCSD with all rights reserved.
4. The LCSD is exempt by law from federal, state, and municipal sales/excise taxes. Therefore proposal shall not include such tax.
5. No state or federal tariffs shall apply unless a copy of such tariff or tariffs is attached to the bid at the time of submission.

E. Other Terms and Conditions

1. Conflict of Interest

No public official from the State of New York or any local government unit shall have interest in the agreement.

2. Venue

This RFP will be governed and construed according to the laws of the State of New York. By submission of a proposal, all respondents agree that the Supreme Court, State of New York, County of Rensselaer, the

United States District Court, Northern District of New York shall be the venue for any actions brought under this RFP.

3. Silence of Requirements

The apparent silence of these terms and conditions as to any detail or to the apparent omission from it of the description concerning any point shall be regarded as meaning that only the best business practices are to prevail. All interpretations of these requirements shall be made based on this statement.

4. Advertising

The successful respondent shall not advertise or publish, without LCSD written approval, the fact that LCSD has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

5. Interference

There shall be no interference with LCSD operations in the performance of the service(s) rendered under this contract.

6. Termination Rights by the LCSD

LCSD may terminate the contract for cause upon thirty (30) days written notice, should the successful respondent be in default of the contract. In such instances, the respondent will be required to remove any/all equipment or supplies at its own expense in a timely manner

7. Representations

No information derived from inspection of LCSD records or reports of investigation concerning the agreement will in any way relieve the successful respondent from its responsibility or from properly performing its obligations under the contract. LCSD may have provided information as a convenience to the respondent and did so without any warranty whatsoever by LCSD. The successful respondent is responsible for making its own conclusions and interpretations from the data supplied by the LCSD and from information available from other sources.

8. Cumulative Rights

The rights and remedies provided by this agreement are cumulative and the use of one right or remedy by a party shall not preclude or waive the right to use any or all of the remedies.

9. Indemnification

The successful respondent shall indemnify and save the Lansingburgh Central School District and all LCSD employees/representatives harmless from and against all claims, demands, losses, costs, damages, suits, actions and proceedings by whomsoever made, brought, or prosecuted, and in any manner based upon, arising out of, related to, occasioned by, or attributable to the infringement or contribution to the infringement of any intellectual or industrial property right, by the articles, methods, processes, or act employed by, or plans, drawings, specifications or other written data provided by the successful respondent or its employees in concert with providing services hereunder (including, without limitations, legal expenses on a solicitor and client basis).

10. Default

If the successful respondent is in default, LCSD may, in its discretion, do all things necessary to affect compliance with the laws, regulation, by laws, directives, rules and conventions referred to herein, and the successful respondent shall, on demand by LCSD, reimburse LCSD for all costs incurred by LCSD for that purpose.

11. Patents/Copyrights

The successful respondent agrees to protect the LCSD from claims involving infringements of patents and/or copyrights. By submission of this proposal and as part of the awarded contract for sale, the respondent agrees to ascertain whether goods manufactured according to the specifications will cause the rightful claim of any third person by way of infringement or the like. The LCSD makes no warranty that the production of goods meeting the specification will not cause such a claim, and in no event shall the LCSD be liable to respondent for indemnification should the respondent be sued on the grounds of infringement or the like. If the respondent is of the opinion that an infringement or the like will result, the respondent will notify the LCSD to this effect in writing within two (2) weeks after the award of the contract. If the LCSD does not receive notice and is subsequently held liable for the infringement or the like, respondent will save the LCSD harmless. If the respondent in good faith ascertains that production of the goods according to the specifications will result in infringement or the like, the awarded contract shall be null and void.

12. Remedies

The successful respondent and LCSD agree that both parties have all rights, duties, and remedies available, as stated in the Uniform Commercial Code.

13. Ethics

The respondent shall not accept or offer gifts or anything of value nor enter any business arrangement with any employee, official or agent of LCSD. Any contract between or initiated by a respondent and a LCSD employee, board member, other than with the purchasing office, shall be grounds for disqualification.

14. Compliance

All product(s) used in providing service must comply with all federal, state, county and local laws concerning this type of product(s) and the fulfillment of all ADA (Americans with Disabilities Act) requirements if applicable.

15. Drug/Smoke Free

LCSD maintains a drug and smoke free work place. Use, possession or under the influence of drugs and/or alcohol or smoking while in performance of this agreement is strictly prohibited.

16. Non Discrimination Requirements

In accordance with Article 5 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional, non-discrimination provisions, the respondent agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the agreement.

LCSD does not discriminate on the basis of sex in the educational program or activities which it operates and it is required by Title IX of the Educational Amendments of 1972 not to discriminate in such a manner. This policy of non-discrimination includes the following areas: recruitment and appointment of employees; employment pay and benefits; counseling services for students; access by students to educational program; course offering and student activities.

17. Termination for Default/Non-Performance

LCSD reserves the right to terminate the contract immediately in the event the successful respondent fails to:

1. meet and complete schedules
2. otherwise perform in accordance with the scope of services.

Breach of contract or default authorizes LCSD to award to the next lowest respondent or purchase services elsewhere and charge the full increase in cost to the defaulting respondent.

Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.

18. Approximate Service Usage

Estimated service usage may be given. Approximate usage does not constitute a request, but only implies the probable services LCSD will require. Services will be utilized on an as-needed basis and it is understood that the estimated usage may be increased, decreased, or omitted without any way invalidating proposed fees.

19. Executory Clause

This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the LCSD beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer, creates any legal obligation to request, appropriate or makes available, monies for the purpose of the contract.

20. Prevailing Wages/Wage Benefits

Pursuant to Sections 220.3 and 220-d of the Labor Law, each laborer, employed by the successful proposer, a Subcontractor or other person about or upon whom this Project shall be paid not less than the prevailing hourly wage rate for a legal day's work shall be providing supplements not less than the prevailing hourly supplement as determined by the Industrial Commissioner. The successful proposer shall be responsible for the payment of prevailing wages during the term of this contract and shall solely be responsible for compliance with updates, to the prevailing wages as determined by the industrial commission. Any wages, fees, interest, or penalties resulting from a noncompliance shall be the sole responsibility of the successful proposer.

The successful proposer shall always pay or cause to be paid, without expense to the LCSD, all Social Security, Unemployment and Federal Income Withholding Taxes of all their employees. The proposer will assure that they shall pay all employee wages and benefits as required by Federal and/or State Law. The responsibility of payment shall be solely that of the successful proposer.

F. Right to Purchase

LCSD reserves the right to reject this proposal in part or its entirety and purchase services from state or county contracts should it be deemed in the best interest of LCSD.

G. Fair Trade Purchase

Sales to school districts are not affected by any fair trade agreements (General Business Law, Section 369-a, Sub.3)

H. Price Redetermination/Contract Extensions

A price redetermination may be considered by the LCSD only at anniversary date of the contract for an additional term and shall be substantiated in writing (i.e. Manufacturer's direct costs, postage rates, Federal /State minimum wage law; Federal/State unemployment taxes; F.I.C.A; Insurance Coverage Rates; etc.) or if specified in Section VII of the proposal, shall be based on the then current Consumer Price Index for all Urban Consumer (CPI-U) as published by the Bureau of Labor Statistics for the U.S. Department of Labor, New York state average. These statistics will be referenced for negotiable purposes only; therefore respondent is not to interpret that 100% of the index rate will be applied. All requests for price redetermination with written substantiation must be submitted to the LCSD at the time of notification of extension. The respondent's past experience of honoring contracts at the proposal price will be an important consideration in the evaluation of the lowest and best proposal. LCSD reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the LCSD.

I. Contract Term

It is the intention of LCSD to award to the successful respondent a contract for the term of July 11, 2023 through January 1, 2024. The contract may also be extended on a month to month basis for a period not to exceed six (6) months, with the mutual agreement of both the respondent and LCSD.

SECTION VII: SPECIFICATIONS

A. INTRODUCTION

The district is interested in upgrading its auditorium sound system which currently includes-

- Allen and Heath GL2400 console
- 3 amps
- 3 column speakers
- 4 monitors
- 4 wireless microphones
- 2 handheld microphones
- AM/FM Receiver

The location of the school is -

Knickerbacker Middle School
320 Seventh Avenue
Troy, New York 12182

B. SCOPE OF WORK

Successful respondent will purchase, install, and configure the following items –

- digital signal processor for system configuration, tuning & protection
- 32 channel digital mixing console with iPad remote control
- side fill loudspeakers for on-stage use
- Additional ceiling speaker system & remote on/off switch for "green room"
- 20 replacement ear set microphones for existing wireless belt packs
- high definition choir microphones for use in pit (in front of speakers)
- high performance column loudspeakers to provide full range, articulate sound to all listening areas and to accommodate much more gain-before-feedback than traditional loudspeakers
- Addition of subwoofers for full range music and sound effects
- Two new runs of shielded cat6 wire from f.o.h. to the stage area for future use
- Turn-key installation and provision of all materials needed for a complete system
- Comprehensive training and system design drawings and equipment manuals at close-out
- Return visit for follow-up training and system adjustments as requested

C. WORKING CONDITIONS

Successful respondent will furnish all equipment, materials, accessories, and labor necessary to prepare for and install an Auditorium Sound System as specified in this bid document. A written warranty executed by successful respondent agreeing to repair any

part of the work in the bid document that does not meet requirements or that fails in materials or workmanship within a one-year warranty period.

Materials will be delivered to the project site in original factory wrappings and containers. Materials will be stored in compliance with the manufacturers "Storage and Handling recommended practices." Successful respondent will coordinate with the district for storage of materials on-site, if available, that meets recommendations required by the manufacturer for storage of materials.

OSHA standards for preparation, application, installation, and clean up listed and not listed in these bid documents will be followed in accordance with municipal, state, and federal standards. Successful respondent will comply with industry standards and surrounding conditions to protect and maintain safety for materials and all employees and students around the job site.

Proper signage shall be in place to warn and protect those who may or may not come in contact with the job site discussed herein; this includes boundaries and barriers as well as the removal of debris from all hallways, walkways and means of travel.

Electrical code prohibits school districts from extension cords or adapters to electrical connections. Therefore, the successful vendor will be responsible for the devices that connect to electrical sources that will meet NYS electrical code and Fire Inspection requirements for NYS schools.

Successful vendor will have access to the space Monday through Friday from 7AM up to 4PM.

Upon completion of a specified area of work, collect waste materials and remove them daily from site.

All necessary cables and miscellaneous parts should be outlined in Exhibit A-6 in the provided blank lines to ensure a fully functioning solution proposed by vendor.

EXHIBIT A REQUIRED DOCUMENTS

RESPONDENT'S NAME: _____

PROPOSAL NO: RFP-22-002

- A-1 Proposal Acknowledgement Form**
- A-2 Non-Collusion Affidavit**
- A-3 Iran Divestment Act of 2012 Certification**
- A-4 Addenda Acknowledgement**
- A-5 Bid Recap Sheet**
- A-6 Cost of Products and Services**
- A-7 References**

Respondent should make a copy of their submittal to be kept for their records.

EXHIBIT A-1 PROPOSAL ACKNOWLEDGMENT FORM

The respondent acknowledges that he/she has carefully read the RFP and understands the specifications requested.

The respondent also acknowledges that should this proposal be accepted by LCSD, such action shall constitute a legally binding agreement and therefore, be subject to all terms and conditions of the RFP documents.

Respondent further acknowledges that he/she will contract with the LCSD and comply with the requirements of the RFP and the purchase order terms and conditions.

Company Name of Respondent: _____

Business Address of Respondent: _____

Business Phone Number: _____

Business is legally listed as:

- Sole Proprietorship**
- Partnership**
- Corporation**

Authorized Agent: _____
(Printed)

Authorizing Signature: _____

Date: _____

SUBSCRIBED AND SWORN to before me by the above name on this day of _____, 20_____.

Notary Public in and for the State of _____

EXHIBIT A-2 NON-COLLUSION AFFIDAVIT

Authorized officer: Respondent’s submittal containing statements, letters, etc., shall be signed in the proposal by a duly authorized officer of the company whose signature is binding on the respondent.

The undersigned offers and agrees to provide all of the services awarded to them upon which qualifications are stated in the accompanying proposal. The period of evaluation and award of the contract by the board shall be up to forty-five (45) calendar days, from the date of the proposal acknowledgement, unless otherwise indicated by respondent.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned a Notary Public in and for the State of _____ on this day personally appeared _____ who after being by me duly sworn did depose and say: I, _____ am a duly authorized officer. of/agent for _____ and have been duly authorized to execute the foregoing on behalf of the said.

I hereby certify that the foregoing offer has not been prepared in collusion with any other respondent or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the type of services/commodities offered, or to influence any person or persons to offer or not to offer therein.

By submission of this proposal, each respondent and each person signing on behalf of any respondent 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 his knowledge and belief:

- A. The fees 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 fees with any other respondent or with any competitor;**
- B. Unless otherwise required by law, the fees which have been offered in this proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to the opening, directly or indirectly to any other respondent or to any competitor; and,**
- C. No attempt has been made nor will be made by the respondent to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.**

EXHIBIT A-2 NON-COLLUSION AFFIDAVIT (CONTINUED)

Company Name of Respondent: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____

Fax Number: _____

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 _____

EXHIBIT A-3 IRAN DIVESTMENT ACT OF 2012 CERTIFICATION

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 LCSD, from considering any person or entity engaging in investment activities in the energy sector in Iran as a responsible proposer 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 proposer or proposer fails to submit a signed and verified proposer’s certification.

Each proposer 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 proposer or proposer cannot certify that they are not on such list, the proposer 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 proposer 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 proposer 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 proposer 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 proposer or proposer and each person signing on behalf of any proposer or proposer certifies, under penalty of perjury, that to the best of its knowledge and belief, that the proposer or proposer is not on the list created pursuant to State Finance Law.

Company Name of Respondent: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____

Fax 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 _____

EXHIBIT A-4 ADDENDA ACKNOWLEDGEMENT

The respondent acknowledges the acceptance of all addenda listed below as issued by the LCSD purchasing office. In the event that no addenda have been issued in accordance with this proposal document, respondent shall acknowledge this with the notation of N/A.

The respondent further acknowledges the inclusion of said addenda to the original proposal documents and therefore binding in the agreement of the respondent with the Lansingburgh Central School District

Addenda Number	Date Received	Authorized Signature
-		
-		
-		

EXHIBIT A-5 RFP BID SHEET/ NO BID SHEET

BID FOR: “KMS Auditorium Sound System Upgrade”

BID NUMBER: RFP 22-002

BID DUE DATE: June 29, 2023

PROPOSER’S NAME: _____

ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

NO-BID” PLEASE CHECK HERE IF PROPOSER WISHES TO “NO BID”

Itemized pricing should be noted and submitted on Exhibit A-6. Please include product description sheet(s) for each item.

TOTAL PROPOSAL: \$ _____

Projection completion timeline: Start Date _____ **End Date** _____

Authorized Signature _____

Printed Signature _____

Title _____

EXHIBIT A-6 COSTS OF PRODUCTS AND SERVICES

Item Number	Quantity	Unit	Description	Unit Cost	Item Cost	Manufacturer	Part Number
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

EXHIBIT A-7 REFERENCES

List below in the area provided at least three (3) references LCSD may contact regarding the use of your services. If the vendor has established relationships with any other NYS School District or other educational service agencies these agencies should also be listed.

Agency/District Name: _____

Contact Person(s): _____

Address: _____

Voice Phone Number: _____

E-mail address(es): _____

Agency/District Name: _____

Contact Person(s): _____

Address: _____

Voice Phone Number: _____

E-mail address(es): _____

Agency/District Name: _____

Contact Person(s): _____

Address: _____

Voice Phone Number: _____

E-mail address(es): _____