



**LANSINGBURGH CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
55 New Turnpike Road  
TROY, NEW YORK 12182**

**Proposal No. RFP-18-005**

**“Rensselaer Park Elementary School Carpeting”**

**PROPOSAL DUE DATE: May 16, 2019 @ 2:00 PM (Prevailing Time)**

**Request for Proposals #RFP-18-005 Rensselaer Park Elementary School Carpeting**

The Board of Education of Lansingburgh Central School District at Troy, New York invites the submission of sealed proposals for RFP-18-005 for providing the service of Rensselaer Park Elementary School Carpeting. Only those proposals received by the Purchasing Agent, Linda Klime by 2:00 P.M. (E.D.T.) **Thursday, May 16, 2019** shall be publically acknowledged as received at such time in the Purchasing Offices located at 55 New Turnpike Road, Troy, New York.

A **pre-bid meeting** is scheduled for Tuesday April 17, 2019 at 3:30 PM. This meeting will be held at the Rensselaer Park Elementary School location, 70 110<sup>th</sup> Street, Troy, NY 12182. If unavailable, contact Bob Schongar at 518-858-5580 to make an appointment.

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: March 26, 2019

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 “Rensselaer Park Elementary School Carpeting” 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 with regard to this proposal process is as follows:

RFP issued	April 1, 2019
Pre-Bid Meeting	April 17, 2019
Request(s) for Content Clarification no later than	May 10, 2019
RFP Due Date	May 16, 2019
Board Award	May 28, 2019
Services to Begin	June 27, 2019
Contract Terms	June 27, 2019 Through October 31, 2019

**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](mailto: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. 18-005: "Rensselaer Park Elementary School Carpeting"/ ACKNOWLEDGEMENT DATE: May 16, 2019 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. Five (5) complete sets of the proposal 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 insure that their submittal is received intact. Illegible proposals, flash drives or documents will be rejected.

**E. Late Proposals**

All proposals will be dated and time stamped with the official time of receipt 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 has 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. The contributing factors are:

1. 80% Pricing
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. 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. Respondents may be requested to spend up to 1 hour with the Evaluation Committee to present their proposal and answer questions at a mutually agreed upon date and time.
  - 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 also 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 of Education 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 on the basis of LCSD's 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 qualifications 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 awardee 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. In order 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. A description of your firm including a brief history, size of firm, location, number and nature of the professional staff to be assigned to the School District.
3. Experience: Describe experience (minimum five years previous experience with proven effectiveness) your firm or organization has in pertinent real estate experience. Provide examples of assisting similar entities, including any and all services for government agencies. Include a brief resume of the professional staff that will be working directly with the School District. The Board of Education reserves the right to reject staff who they feel do not have appropriate experience or qualifications to provide service.
4. Proposed Services: "Rensselaer Park Elementary School Carpeting"
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 on the basis of 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 beginning June 27, 2019 through October 31, 2019.

**SECTION VII: SPECIFICATIONS**

**A. INTRODUCTION**

This request for proposal (RFP) is to solicit a qualified vendor for the installation of carpet tiles at the following location.

Any company submitting a bid must show three (3) years of experience or provide documentation showing ability to perform bid specifications.

SCHOOL AND LOCATION  
Rensselaer Park Elementary School  
70 110<sup>th</sup> Street  
Troy, New York 12182

**B. SCOPE OF WORK**

Successful respondent will furnish all equipment, materials, accessories and labor necessary to prepare for and install carpet tile and base molding 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 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.

Successful respondent will remove and dispose of existing carpet tile and base molding, prep and install new carpet tile in designated areas, and prep and install new base molding in designated areas. Successful respondent will comply with product manufacturers and construction industry standards and recommendations to prepare all required surfaces indicated to receive new carpet tile.

- Remove all debris that are loose and that would cause future problems or product failure. Clean surface to be covered with new carpet tile.

- Correct defects and clean surfaces, which affect work of this section. Remove existing coatings that exhibit loose surface defects.

Successful respondent will furnish and install approximately 5,000 sf of 24'' x 24'' carpet tile with an additional 700 sf of 24'' x 24'' in alternates. The basis of design is Element in Seattle Haze by Tandus Centiva (04468-76003).

Successful respondent will furnish and install approximately 570 sf of 1/8'' Vinyl Wall Base 4'' with an additional 175 sf of 1/8'' Vinyl Wall Base 4''. The basis of design is cove in Charcoal by Roppe (40C83P123-021).

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

**EXHIBIT A REQUIRED DOCUMENTS**

**RESPONDENT'S NAME:** \_\_\_\_\_

**PROPOSAL NO: RFP-18-005**

- 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 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: "Rensselaer Park Elementary School Carpeting"

BID NUMBER: RFP 18-005

BID DUE DATE: May 16, 2019

PROPOSER'S NAME: \_\_\_\_\_

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

PHONE: \_\_\_\_\_

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

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

NO-BID"  PLEASE CHECK HERE IF PROPOSER WISHES TO "NO BID"

<u>Location</u>	<u>Square Feet</u>	<u>Carpet Tile Bid</u>
Music Room and Media Center	5,080	_____
Alternate #1 Room 210	285	_____
Alternate #2 Room 208	165	_____
Alternate #3 Room 209	165	_____

<u>Location</u>	<u>Square Feet</u>	<u>Cove Base Bid</u>
<u>Amount</u>		
Music Room and Media Center	568	_____
Alternate #1 Room 210	69	_____
Alternate #2 Room 208	52	_____
Alternate #3 Room 209	52	_____

Authorized Signature \_\_\_\_\_

Printed Signature \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT A-6 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): \_\_\_\_\_