



**Seaford UFSD
Administrative Offices
1600 Washington Avenue
Seaford, NY 11783**

NOTICE TO BIDDERS

In accordance with the provision of Section 103 of the General Municipal Law, the Board of Education of the Seaford Union Free School District, hereby invites the submission of sealed bids for:

DRIVER EDUCATION IN-CAR INSTRUCTION

Bids will be publicly opened and read at the office of the Assistant Superintendent for Business & Operations, Central Administration Office, 1600 Washington Avenue, Seaford, New York on Tuesday, **May 2nd, 2023** at **3:00 p.m.** Specifications and Bid Forms may be obtained in the office of the Assistant Superintendent for Business & Operations between the hours of 8:30 a.m. and 3:30 p.m. The Board of Education reserves the right to waive any informalities in or reject in whole or in part all bids or to accept any bid which in its judgment is in the best interest of the school district.

By order of:

SEAFORD DISTRICT CLERK
SEAFORD UNION FREE SCHOOL DISTRICT

Date: April 6, 2023



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1600 Washington Avenue
Seaford, NY 11783**

**REQUEST FOR SEALED BIDS
FOR
DRIVER EDUCATION IN-CAR
ROAD INSTRUCTION**

July 1, 2023 - June 30, 2024

NAME OF BIDDER: _____

ADDRESS: _____

CONTACT: _____

TEL. NO.: (____) _____ **FAX NO.:** (____) _____

Bids to be Opened on Tuesday, May 2, 2023, at 3:00 PM.



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PLEASE NOTE

The Board of Education of the Seaford Union Free School District, Seaford, New York, in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids from reputable and qualified contractors for the provision of labor and materials for the following contracts in the schools of the School District:

PROFESSIONAL DRIVER EDUCATION IN-CAR ROAD INSTRUCTION

Tuesday, May 2, 2023 AT 3:00 P.M.

Bids for Professional Driver Education In-Car Road Instruction services for the term of July 1, 2023, through June 30, 2024 will be received until the above stated hour of prevailing time and date at the School District Business Office, 1600 Washington Avenue, Seaford, New York 11783, at which time and place all bids will be publicly opened. **Specifications and bid forms may be obtained by downloading them from the Seaford School District website (District Administration/Business & Operations Tab) or at the same office beginning Monday, April 17, 2023.**

Bids must be presented on the standard proposal form in the manner designated therein and as required by the specifications. All bids must be enclosed in sealed envelopes which are clearly marked on the outside: "Seaford Union Free School District - Driver Education In-Car Road Instruction Contract". Bids shall remain firm for a period of forty-five (45) days following the date of the bid opening.

The Board of Education reserves the right to waive any informalities in or to reject any or all bids, or to accept that bid which, in the Board of Education's judgment, is in the best interest of the School District.

The Board of Education reserves the right to consider experience, service and reputation in the above-referenced fields. In addition, the Board of Education reserves the right to consider the financial responsibility and specific qualifications, as set out herein, of the prospective bidder in its evaluation of the bids and award of the contracts.

**BOARD OF EDUCATION
SEAFORD UNION FREE SCHOOL DISTRICT
1600 Washington Avenue
Seaford, New York 11783**



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INSTRUCTIONS TO BIDDERS

Sealed proposals for the provision of the Driver Education In-Car Road Instruction services as required by the Board of Education of the Seaford Union Free School District, and as set forth in the following specifications prepared under the direction of said Board of Education, will be publicly opened in the Seaford Union Free School District Purchasing Office, 1600 Washington Avenue, Seaford, New York, 11783 on the day and hour stated in the "Notice to Bidders."

1. The person, firm or corporation making such proposal shall submit it in a sealed envelope to Rhonda Meserole, Assistant Superintendent for Business & Operations, Seaford Union Free School District, at the place herein mentioned on or before the hour and day stated in the "Notice to Bidders," and the envelope shall be endorsed on its face with the name of the person, firm or corporation making such proposal, the date of its presentation and the title of the services for which such proposal is made.
2. Bids received after the clearly indicated time, as shown in this specification and in newspaper advertisement, will not be accepted by the Board of Education and will be returned to the Bidder unopened. The Bidder is responsible for the delay or the handling of the mail on the part of the employee/employees under its or the School District's jurisdiction with reference to the deliverance of this proposal. **HOWEVER, THE BOARD OF EDUCATION RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS TO BE BIDDING OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC BID, TO REJECT ANY AND ALL BIDS, TO RE-ADVERTISE AND INVITE NEW BIDS, OR TO ACCEPT THE WHOLE OR A PART OF A BID, OR TO ACCEPT PARTS OF BIDS FROM MORE THAN ONE BIDDER AS IN THE BOARD'S JUDGMENT, IS IN THE BEST INTEREST OF THE SCHOOL DISTRICT.**
3. The submission of a bid by a bidder will be interpreted as evidence that it fully understands the extent and nature of the work, labor and equipment required and can perform the work and furnish the equipment satisfactorily to the full intent of the specifications. The bid shall include the furnishing of all labor, material and equipment as required by the services to be rendered.
4. Each bidder will submit a completed non-collusion form and Iran Divestment certificate, which are attached to this bid.
5. The awarded contractor must comply with all New York State Labor Laws, including compliance with the current prevailing wage rates, where applicable. All invoices must be accompanied by certified payrolls for payments to be processed.
6. Bids should be verified before submission. No amendments or requests for withdrawal will be considered after the time specified for the bid opening and no oral amendments will be considered at any time.
7. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be made in writing, addressed to Rhonda Meserole, Assistant Superintendent for Business & Operations, Seaford Union Free School



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District Business Office, 1600 Washington Avenue, Seaford, New York, 11783, not later than five (5) days prior to the date fixed for the opening of bids. Notice of all interpretations and any supplemental instructions will be sent to all bidders of record by the School District or its designee in the form of addenda to the specifications. All addenda so issued shall be sent by certified mail, return receipt requested, or by fax with receipt acknowledged, and shall become a part of the contract documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligations under his/her bid submitted.

8. At the time of bid opening, all bidders will be presumed to be thoroughly familiar with all documents issued in connection with bid solicitation and failure or omission of any bidder to receive or examine some or any of them shall in no way relieve him from performing any required obligations.
9. No charge will be allowed for federal, state, or municipal sales and excise taxes since the School District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
10. No bid will be considered unless it is accompanied by a bid deposit of not less than 10% of the total amount of the bid. Such bid deposit shall consist of a certified check drawn upon a State or National Bank or Trust Company, or a check of such Bank or Trust Company signed by a duly authorized officer thereof, drawn to the order of the Board of Education, Seaford Union Free School District. Bid deposit will be returned to successful bidder after satisfactory completion of the contract. Bid deposits will be returned to unsuccessful bidders within 30 days after the awarding of the contract.
11. The Board of Education reserves the right to accept this bid, or, in its discretion, reject all bids and re-advertise in the manner provided by Section 103 of the General Municipal Law.
12. These instructions are to be considered an integral part of all proposals.
13. One copy of this "Instruction to Bidders" is to be signed and returned with bid to:

Rhonda Meserole, Assistant Superintendent for Business & Operations
Seaford Union Free School District
1600 Washington Avenue
Seaford, New York 11783

COMPANY NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

TELEPHONE NUMBER: _____



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BIDDING PROCEDURE AND REQUIREMENTS

1. The date and time of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on and in accordance with forms provided by the Board and included in this document. The proposal sheets are not to be removed from the document.
3. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount will govern.
4. A Bidder shall not make any stipulations on the Bid Form or qualify its Bid in any manner. No Bid will be considered which purports to qualify, limit, amend or omit any requirement of the Bidding Documents.
5. A Bid shall include the legal name of Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. All required signatures shall be handwritten in ink with the full name of the person executing same. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature. A Bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed on the signature pages of each Form of Proposal. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
6. Bidders will provide, along with the completed Bid package, evidence demonstrating an ability to provide the requested services, including, if applicable, a list of any and all School Districts of a similar size which they have served during the past three (3) years and a summary of their experience over at least three (3) years of successful completion of the services required herein in compliance with the applicable laws, rules and regulations of the State of New York. Bidders will also provide the last three (3) years of audited financial statements.
7. All information required in the Notice to Bidders, Specifications and Bid Offer, in connection with each item against which a bid is submitted, must be provided to constitute a regular bid.
8. No alteration, erasure, or addition is to be made to the typewritten or printed matter. Any deviations from the conditions and specifications will constitute sufficient grounds for rejection of bid.
9. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.



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10. Each bid will be received with the understanding that its acceptance, in writing, by the School District, approved by the Board of Education, to furnish any or all of the items described shall constitute a Contract between the successful bidder and the School District. The Contract shall bind the successful bidder to furnish the services required at the prices and in accordance with the conditions of its bid.
11. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the previous written consent of the School District.
12. The Notice to Bidders, Instruction to Bidders, Bidding Procedures and Requirements, Specifications, and Addenda, if any, shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract Documents" shall include all of the aforesaid together with the Contract itself.
13. Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.



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QUALIFICATIONS OF BIDDERS

The work and services described in these bid documents include the performance of activities directly affecting the health and safety of the students of the School District and the public generally. The School District may make any investigation necessary to determine the ability of the Bidder to fulfill the Contract(s), and the Bidder shall furnish the School District with all such information for this purpose as the School District may request. If, in the opinion of the School District, the Bidder is not properly qualified or responsible to perform any obligations of the Contract bid upon, the School District reserves the right to reject its bid.

Term of Engagement

The term of the resultant contract is one (1) year commencing on or about July 1, 2023 with the option to renew the term for two (2) additional one-year terms subject to annual review and written agreement by the Board of Education of the Seaford Union Free School District to continue the engagement.

The following minimum requirements must be met to qualify for bidding:

- a) Bidder must possess and demonstrate facilities, knowledge and capabilities to satisfy all requirements of this contract.
- b) Bidders must be able to demonstrate that they have owned and operated a driving education school for at least (5) five years, and that the driving instructor(s) who will provide services to the School District have at least sixty (60) hours of specialized training in driver education. References shall be provided as set forth herein. The School District reserves the right to request additional documentation or information from the bidders as a means of determining qualifications and/or responsibility.
- c) Each bidder must demonstrate that it is a responsible driver education organization possessing adequate financial resources to accomplish the services as described herein and that it has a satisfactory record of performance and integrity.
- d) Bidder must include a reference list, setting out the names of all School Districts or other entities served by it, and shall further set out the name and telephone number of each business official or other School District liaison/individual with respect to this item.
- e) Bidder must submit a list of names and addresses of any person or entity owning 10% or more of its company. Should any person or entity listed have ownership of another company, such information shall be disclosed. If bidder is a publicly traded corporation, the latest annual report listing all officers shall be provided.
- f) Bidder must be financially responsible, as demonstrated by:
 1. A lack of pending lawsuits or substantive outstanding judgments or liens, including



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- Federal or State tax liens.
2. No denials of performance bonds within the last seven years.
 3. A satisfactory credit history as evidenced by a review that may be made by the School District.
 4. Such other information as the Board of Education, in its sole discretion, determines is relevant to the responsibility of the bidder.
- g) Upon investigation of any references and information submitted by the bidder, the Board of Education reserves the right to reject any bid where it is found that the bidder's qualifications are not consistent with the information presented.

CONTRACT AWARD

The School District will endeavor to make an award within forty-five (45) days of the date of the bid opening and all bids shall remain firm during that time frame. The School District further reserves the right to make award following this period to any bidder who has not provided written notice to the School District that its bid has been withdrawn.

Award will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, their conformity with the specifications, the purposes for which required, and such other factors as the School District may deem relevant.

The School District reserves the right to reject all bids; to reject any bid in whole or in part; to waive technical defects, qualifications, irregularities, and omissions if in its judgment the best interests of the School District will be served.

If two or more Bidders submit identical bids as to price, the decision of the Board to award a Contract to one such Bidder shall be final.

No cash discount may be offered or quoted by any Bidder.

The program is scheduled to commence after July 1, 2023. *The successful contractor MUST have all insurance coverage and documents in place and approved by the School District PRIOR to program commencement, July 1, 2023.

Failure to provide the insurance requested and to submit the necessary documents to the School District prior to July 1, 2023 will result in the forfeiture of bid security. The bidder will be responsible for all costs associated with its failure to have the program up and running by July 1, 2023.



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**SPECIFICATIONS FOR DRIVER EDUCATION IN-CAR
ROAD INSTRUCTION SEAFORD HIGH SCHOOL**

SCOPE OF PROGRAM:

1. The intent of this bid is to contract with a professional driving school licensed by the Motor Vehicle Bureau of the State of New York to conduct driver education road instruction at the Seaford High School, Seaford, New York, during the term as described herein.
2. This bid is for the road instruction component of the driver education program only. Pursuant to the requirements of the State Education Department (SED), the road instruction component and the classroom component of the School District's driver education program must be provided to participating driver education students concurrently. It is the intent of the School District to employ a driver education classroom instructor and enter into a separate employment agreement with such instructor for the classroom component of the driver education program. The terms of said agreement shall be at the discretion of the School District. To that end, the School District hereby requests that each bidder submit with its bid, a list of approved Driver Education Traffic Safety (DTSE) instructors. DTSE instructors must be certified by the Department of Motor Vehicles (DMV) as a DTSE instructor and must meet all of the necessary requirements of the DMV and SED. In addition, DTSE instructors must provide and maintain the documentation required by SED, including, but not limited, to: (1) application for approval as a teacher of DTSE (SE-3); (2) an original college transcript; (3) a valid New York State teaching certificate; and, (4) a valid New York Driver's license. All DTSE instructors must be approved by SED before the commencement of services to the School District.
3. The contracting driving school must have been owned and operated for at least five (5) years by a person having at least sixty (60) hours of specialized training in driver education and be otherwise duly licensed by the State of New York to operate a driver training school. The contracting driving school's instructors must possess an acceptable driving record and a valid instructor's license issued by the New York State DMV. Abstracts of driving instructors must be furnished at least two (2) weeks prior to the start of service and accepted by the School District.
4. Contracts negotiated between the School District and the successful bidder shall require that the successful bidder's employees have completed the minimum number of non-credit educational preparation hours, as specified by the DMV and SED, prior to instructing the approved course.
5. The names and license numbers (MV-524) of all driving instructors supplied by the successful bidder must appear on the request for course approval and the request for course completion certificate forms.



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REGULAR SCHOOL YEAR PROGRAM

Period to be covered:	<u>September 2023 to January 2024</u> <u>February 2024 to June 2024</u> (Official school calendar will be provided)
Scope:	Provision of instruction for up to 80 students (based on 4 students per car) to receive road instruction during the school year, enabling students to qualify for blue card upon satisfactory completion of the program.
Length of Sessions:	90 minutes of instruction time
Number of Sessions:	Specific number of sessions will be developed with driver education school to comply with minimum New York State Standards. (Approximately 40 Sessions plus make-up sessions)
Time:	Session 1: September 2023 to January 2024 Monday-Friday after school hours: 2:25 p.m.-5:30 p.m. and Saturdays: between 7:30 a.m.-1:30 p.m. or such other hours that may be designated by the Board of Education. Specific dates will be provided by Program Director.
Time:	Session 2: February 2024 to June 2024 Monday-Friday after school hours: 2:25 p.m.-5:30 p.m. and Saturdays: between 7:30 a.m.-1:30 p.m. or such other hours that may be designated by the Board of Education. Specific dates will be provided by Program Director.
Cars:	Provision should be made for as many vehicles as are necessary to accommodate students.

SUMMER PROGRAM

Period to be covered:	July 2023 to August 2023 Monday-Friday: (5 days only & 4 students for each time slot) 8:00 a.m. - 9:30 a.m., 9:30 a.m. - 11:00 a.m., and 11:00 a.m. - 12:30 p.m. or such other hours that may be designated by the Board of Education. Specific dates will be provided by Program Director.
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The School District reserves the right to alter the summer school schedule so that the program may be completed in a shorter number of days as long as it meets New York State requirements. In this case, additional cars may be required and the supplying of these cars will be the responsibility of the bidder. The School District reserves the right to run the Summer School Program in sixteen (16) consecutive days beginning July 1st and ending July 25th during the summer hours of the 32-day schedule, but additional cars will be necessary in this case. At no additional cost to the School District, each student shall be allowed two (2) make-up periods due to absence. Make-up classes will be scheduled after consulting with the Director of Driver Education or the Summer School Principal. Scheduled hours of operation will be between 7:30 AM and 1:30 PM at the Seaford High School. Should the need arise and the demand merit it, the School District can extend the scheduled hours of operation one (1) hour earlier in the AM and one and a half (1 1/2) hours later in the PM at no additional per student cost.



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THE RESPONSIBILITIES OF THE DRIVER EDUCATION SCHOOL

The successful bidder's responsibilities include but are not necessarily limited to the following:

1. Submit with bid satisfactory evidence that driver education school is owned and run by a person duly qualified under New York State Laws and Regulations, and that instructors are duly licensed and qualified under New York State Laws and Regulations.
2. Provide properly equipped and licensed cars, equipped with anti-lock brakes, that comply with current rules and regulations of the State of New York with respect to licensed driver training schools, and to maintain vehicles in safe driving condition.
3. Submit with bid proof that all cars utilized for student instruction have passed New York State Inspection requirements.
4. Provide vehicles owned and/or leased and operated by the owner of the driver education school in sufficient numbers to meet pupil capacity class needs. All gas, oil, etc. used in the course must be provided by the successful bidder.
5. Provide road instructors for approximately 80 students during the school year, while maintaining a minimum ratio of one (1) driving instructor per sixteen (16) students. Make-up time must be provided for students up to 3 absences.
6. The successful bidder will provide full or partial scholarships up to four percent (4%) of the total cost the School District will pay for the Driver Education Program. These scholarships will be administered by the School District in whatever form the School District sees fit.
7. Successful bidder shall comply with Section 375, subdivision 44 of New York State Vehicles and Traffic Law, as follows:

Driver education vehicles. Any motor vehicle used for the purpose of driving instruction for hire or for driver education by a school and being operated by a person receiving such instruction or education shall bear identification, visible to both oncoming and following traffic, to indicate that the vehicle is being driven by a student driver.

To that end, the successful bidder shall display on all vehicles used for driving instruction a sign or signs containing the words "STUDENT DRIVER" in letters no less than two inches in height and one-fourth inch stroke, against a background of a contrasting color, visible from both the front and rear, and not obstructed by any other sign. The sign or signs may be one two-faced roof sign, or two roof signs, or a sign on the front and a sign on the rear, or front and rear bumper stickers.



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8. To provide at cost additional vehicular safety features not required by law, but requested by the Board of Education. Such additional costs are to be billed separately to the School District.
9. To provide appropriate modified vehicle controls to accommodate physically handicapped students in the course, as needed.
10. To permit car inspection at any time by Seaford Union Free School District officials for the following:
 - (a) Dual Brakes
 - (b) Operable safety mirrors for instructor and student seat belts, three in back seat and two in front seat.
 - (c) Tire safety
 - (d) Exhaust systems
11. Comply with the right the Board of Education reserves to have any equipment replaced, which is deemed unsatisfactory by the Board of Education or its authorized representative.
12. Correct any safety problem to the satisfaction of the Board of Education, or its representatives, including dismissal of driving instructors.
13. Each student must receive a minimum of twenty-four (24) clock hours of laboratory instruction. A student may not receive more than 90 minutes of classroom instruction and 90 minutes of laboratory instruction in one day.
14. No more than four (4) students may be enrolled in each laboratory section of Driver and Traffic Safety Education.
15. In determining laboratory marks, consideration must be given to learner behavior.
16. Provide to Seaford High School's Director of Driver Education periodic written objective analyses of individual students' driving performance.
17. To furnish proof that instructors have at least one year's prior experience in teaching road training or certify that instructors have successfully undergone required training by qualified personnel. Instructors must be at least 21 years of age during the term of the contract.
18. Permit inspection of personnel records by Seaford Union Free School District authorities, and to provide any other reasonable personnel information requested by Seaford Union Free School District.



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19. Ensure that all driver instructors are in acceptable physical and mental health.
20. Ensure that all drivers possess an acceptable driving record and a valid instructor's license issued by the New York State Department of Motor Vehicles.
21. Ensure that all driver instructors hold appropriate licenses and to furnish names and license numbers (MV-524) of all instructors.
22. Ensure that all driver instructors conduct themselves in a courteous manner and do not endanger the health or morals of any student.
23. Comply with the right of the Board of Education to have any driver who is not acceptable replaced at any time.
24. Comply with the instruction requirements of the New York State Education Department, as follows:
 - (a) Behind the wheel instruction: 6 clock hours
 - (b) In-car observation: 18 clock hours
25. Provide the name of the supervisory person who may be contacted and be responsible for coordination of the road and lecture program with the Director of Driver Education.
26. Provide in duplicate an itemized billing containing the names of individual students and driver instructors on a monthly basis. The billing for dropouts will be on a pro-rata basis.
27. Comply with the following general rules and regulations:
 - (a) No smoking or drinking in car while on duty as a driving instructor.
 - (b) No stopping for coffee breaks during driving sessions.
 - (c) All lessons start and stop at a designated location on the Seaford High School grounds. No student will be allowed to leave the car at the end of driver training sessions at other than the designated location on Seaford High School grounds.
 - (d) No more than four (4) students in a car at any time.
 - (e) In case of absence of a student or students, the time will be distributed among other students on that same day.
 - (f) No student will have more than two different road instructors during a session.



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- (g) All accidents and/or incidents are to be reported to the Director of Driver Education at the end of each daily session.
 - (h) Report of student grade (pass or fail) will be turned in to the Director of Driver Education on specified dates.
 - (i) No more than 90 minutes of instruction may be given to any individual student in any one day.
 - (j) All safety equipment, such as safety belts, is to be in use during driving periods.
28. The successful bidder shall pay its employees the current “prevailing rate of wage” as defined in Section 220 of the New York Labor Law, Schedule of Wage Rates, where applicable.
29. In accordance with Section 220-e of the Labor Law of the State of New York, it is agreed that:
- a. In the hiring of employees for the performance of this contract or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or sub-contractor shall by reason of race, creed, color, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, creed or national origin.
 - c. There may be deducted from the amount payable to the successful bidder a penalty of one hundred dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.
 - d. This Contract may be cancelled or terminated by the Board of Education and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.
 - e. The aforesaid provisions of this section shall be limited to operations performed within the territorial limits of the State of New York.
30. The successful bidder shall comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with same. The successful bidder shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the School District, its agents and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney’s fees, arising out of or resulting from any



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violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.

31. **Insurance:** The successful bidder shall purchase and maintain insurance for claims which may arise from operations under the contract. Said policies shall be purchased in the amounts set forth in Appendix "A" to protect the Board against claims arising from or related to the operations of the successful bidder and its subcontractors.
- (a) The successful bidder shall pay all deductibles of Board's insurance for claims as a result of the negligence of the successful bidder.
 - (b) Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the work until the date of final payment and termination of any coverage required to be maintained after final payment.
 - (c) The successful bidder shall require all subcontractors to carry similar insurance coverages and limits of liability as set forth in Appendix "A" and adjusted to the nature of subcontractors' operations and submit same to the Board for approval prior to start of any work. In the event successful bidder fails to obtain the required certificates of insurance from the subcontractor and a claim is made or suffered, the successful bidder shall indemnify, defend, and hold harmless the Board, its agents or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.
 - (d) Enclosed with the bid submission, the Bidder must include a letter from an insurance agent, broker, or carrier stating that no less than the minimum limits of insurance required in the Bid Request will be met. The name of the insurance company that will provide the mandated insurance will be stipulated. The insurance carrier must meet the requirements of the bid specifications as determined by the School District. The necessary insurance coverage must be in place prior to July 1, 2023.
 - (e) All insurance certificates shall state that the policy will not be canceled nor coverage thereunder be reduced or limited without thirty (30) days prior written notice to the School District. It shall further state that a similar thirty (30) days prior written notice will be given to the School District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured successful bidder, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverages are excluded by endorsement or otherwise excepting such as appear in the standard printed policy itself. The School District reserves the right to make direct inquiry to the insurance



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carrier for an explanation of coverages and the successful bidder agrees to assist in obtaining any such desired information.

- (f) The bidder must also submit with bid proof of required insurance coverage consistent with Workmen's Compensation Law.
32. The successful bidder shall hold harmless, defend and indemnify the School District from all claims for damages to property and bodily injury, including death, which may arise from operations under the Contract(s), including but not limited to claims brought against the School District by third parties, employees of the School District, or employees of the successful bidder.
33. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for any other acts not within the control of the successful bidder, except for strikes or labor unrest, and which by exercise of reasonable diligence it is unable to prevent.
34. **Termination for Breach:** This contract may be terminated by the School District upon not less than seven (7) days' written notice should the successful bidder fail substantially to perform in accordance with the terms of this contract through no fault of the party initiating the termination.

The successful bidder shall have three (3) days from notice of its breach to cure said breach. Upon failure to cure, the School District shall have the right to take over the work and complete the work at the expense of the successful bidder. In the event this contract is terminated, the successful bidder shall be compensated for work performed to the date of such termination in accordance with this contract.

35. **Termination for Convenience:** The School District may at any time, at will and without cause, terminate any part of the Contractor's work or all of the bidder's remaining work for any reason whatsoever by giving three (3) days' written notice to bidder, specifying the portion of the Contractor's work to be terminated and the effective date of termination.
36. **Force Majeure:** In the event the performance of the bidder's services is rendered impossible or delayed by events beyond the control of parties, including but not limited to: war, social unrest, labor dispute, act of God, public health emergency, epidemic, pandemic, weather conditions, or regulations or restrictions imposed by any government or governmental agency, the School District shall not be liable for payment to the Bidder in the event the Bidder does not provide services to student(s) pursuant to this bid.



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BID FORM

NAME OF COMPANY: _____

ADDRESS: _____

PHONE NUMBER: _____ DATE: _____

FAX NUMBER: _____

NAME OF BIDDER: _____

TITLE OF BIDDER: _____

THE BIDDER WHOSE SIGNATURE APPEARS AT THE BOTTOM OF THIS FORM DECLARES AND CERTIFIES:

1. That the said bidder is of lawful age and the only one interested in this bid, and that no one other than said bidder has any interest herein.
2. That no member of the Board of Education of Seaford Union Free School District nor any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.
3. That said bidder has carefully examined the Instructions to Bidders and Specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, services or labor for which this bid is made.



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4. In the event of the failure of the undersigned bidder to perform within the time stated in the schedule or purchase order as the case may be, the bid deposit made with this bid, or so much thereof as shall be applicable to the unfilled amount of the award made to the undersigned, shall be retained by the Board. Furthermore, the Board may demand payment by the undersigned bidder to cover the difference between the price or prices for which such items shall be subsequently purchased, less the amount of the bid deposit retained by the Board. No plea of mistake in such accepted bid shall be available to the undersigned bidder.
5. The bid is to be submitted on the basis of cost per pupil as detailed below. **SUBMIT WITH YOUR BID A DETAILED PROPOSAL INDICATING HOW ALL ITEMS IN THE SPECIFICATIONS WILL BE MET. INDICATE ANY SERVICES OR COSTS EXPECTED TO BE BORNE BY THE SEAFORD UNION FREE SCHOOL DISTRICT. (PRICE TO HOLD FOR 45 DAYS)**

6. BID:	<u>Per student</u>	In-Car Instruction
Session 1 (Approx. 80 Students per session)		\$ _____
Session 2 (Approx. 80 Students per session)		\$ _____
Summer Session (Approx. 48 Students per session)		\$ _____

Are there any additional fees required for the course materials, use of books, etc.?

\$ _____ per student

Signature

(Person, Firm or Corporation)

Subscribed and sworn to before me this

_____ day of _____, 20__.

Notary Public
(Be sure to enclose copy of check list)



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APPENDIX "A"

Insurance

INSURANCE REQUIREMENTS DRIVER EDUCATION

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the bidder hereby agrees to effectuate the naming of the School District as an additional insured on the bidder's insurance policies, with the exception of workers' compensation and New York State disability.
2. The policy naming the School District as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated "Secure" or better insurer, licensed to conduct business in New York State.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the School District, its Board, employees and volunteers.
 - c. State that the commercial general liability policy 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 School District. If a sublimit is used, it shall not be less than \$500,000.
 - d. List the School District as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with the School District. The certificate must state which endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.
3. The bidder agrees to indemnify the School District for any applicable deductibles and self-insured retentions.
4. Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - b. **Automobile Liability**
\$5,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - c. **Workers' Compensation, Employers Liability and NYS Disability Insurance**
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability 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.
 - d. **Excess/ Umbrella Liability**
\$5,000,000 per occurrence/ \$5,000,000 aggregate

Limits for Automobile and General Liability Insurance can be achieved by primary or primary and excess liability policies.



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5. Bidder acknowledges that failure to obtain such insurance on behalf of the School District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the School District. The contractor is to provide the School District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
6. The School District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the School District but also NYSIR, as the School District's insurer.



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APPENDIX "B"

-FORM OF DISCLOSURE-

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE FIRM:

Name

Title

1. Does any Seaford Union Free School District Board Member, administrator, or employee? possess any financial interest, directly or indirectly, in the firm? _____ If yes, set forth the basis upon which a financial interest exists in the firm:

2. Has the firm or any of its officers, directors, partners, or controlling principals possessed any interest in transactions heretofore entered into with the Seaford Union Free School District? ____ If yes, please describe transaction(s):

3. Does any direct relative of a member of the Board, administrators, or staff possess any financial interest, directly or indirectly, in the firm (For purpose of this inquiry a direct relative is to be defined as a parent, spouse, child or sibling). _____ If yes, set forth below the Seaford Union Free School District Board Member, administrator, or staff member whose relation possess an interest and the relationship:



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THE UNDERSIGNED AFFIRMS THAT THE ABOVE STATEMENTS ARE TRUE AND UNDERSTANDS THAT ANY FALSE STATEMENT SHALL CONSTITUTE A VIOLATION OF THE PENAL CODE OR GENERAL MUNICIPAL LAW AS APPLICABLE.

Firm: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____



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APPENDIX "C"

CONFLICT OF INTEREST CERTIFICATION

Name of Contractor _____

Business Address _____

Telephone Number _____ Date of Bid _____

The Contractor above mentioned declares and certifies:

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

Second That this bid is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a bid 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 Seaford Union Free School District nor any officer, employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.

Fourth That said bidder has carefully examined the instructions, schedules, and specification prepared under the direction of the Board of Education, and will, if successful in this bid, 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 bid is made.

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

Sixth The following non-collusive bidding certification applies to this bid.

Subscribed and sworn to before me this

____ day of _____ 20__

(Person, Firm or Corporation)

Notary Public
Commission Expires: _____

(Authorized Signature)



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APPENDIX "D"

**NON-COLLUSIVE FORM
BID PROPOSAL CERTIFICATIONS**

Firm Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices quoted, the materials, equipment and/or services as proposed on this Bid.

II. Non-Collusive Bidding Certification

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

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

Non-collusive bidding certification.

(a) By submission of this bid, 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:

- 1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;



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- 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,
- 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certifications referred to in subdivision II of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing, and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

The bidder affirms the above statement as true under the penalties of perjury.

Signature of Bidder: _____
(Signature of bidder or authorized representative of a corporation)

Title: _____

Sworn to before me this
____ day of _____, 20__

(Person, Firm, or Corporation)

Notary Public
Commission Expires: _____

(Authorized Signature)



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APPENDIX "E"

**THIS FORM MUST BE SIGNED AND NOTARIZED
SUBMIT WITH PROPOSAL HOLD
HARMLESS AGREEMENT**

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE BIDDER AGREES TO HOLD HARMLESS AND INDEMNIFY THE SEAFORD UNION FREE SCHOOL DISTRICT BOARD OF EDUCATION, ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE SEAFORD UNION FREE SCHOOL DISTRICT, FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGEMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

- A. ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY THE BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT HOWEVER CAUSED;

- B. ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY ACT, DEFAULT, ERROR, OR OMISSION OF THE CONTRACTOR, ITS AGENTS, SERVANTS, OR EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.
THE ASSUMPTION OR INDEMNITY, LIABILITY AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY SUCH LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE SEAFORD UNION FREE SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SEAFORD UNION FREE SCHOOL DISTRICT ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGEMENT THAT MAY BE RENDERED AGAINST THE SEAFORD UNION FREE SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SEAFORD UNION FREE SCHOOL DISTRICT.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGEMENT, CLAIM OR DEMAND, OR WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST OR JUDGEMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR.

Sworn to before me this
_____ day of _____ 20__

(Person, Firm or Corporation)

Notary Public
Commission Expires: _____

(Authorized Signature)



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APPENDIX "F"

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

Sworn to before me this _____ day of _____ 20__

Notary Public: _____



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**DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF
COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

Bidders shall complete this form if they cannot certify that the bidder/contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The School District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder:

Address of Bidder:

Has bidder been involved in investment activities in Iran? _____

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate) _____

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not, have the investment activities increased or expanded since April 12, 2012? _____

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? _____

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. _____



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In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

I, _____ being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and the foregoing is true and accurate.

SIGNED

Sworn to before me this
___ day of _____ 20__

Notary Public: _____



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APPENDIX "G"

SEXUAL HARASSMENT PREVENTION CERTIFICATION FORM

By submission of this bid, the person signing on behalf of the bidder certifies, under penalty of perjury, that: the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace; the bidder provides annual sexual harassment prevention training to all of its employees; and that the principal(s) and all employees of the bidder have completed the sexual harassment prevention training in the last twelve (12) months. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Bidder Name: _____

Bidder Address: _____

Print Name and Title: _____

Signature: _____

Date: _____

Sworn to before me this

_____ day of _____, 20____

Notary Public



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APPENDIX "H": VEHICLE, REFERENCE, AND INSTRUCTOR FORM

THIS FORM MUST INCLUDE ALL ATTACHMENTS, BE SIGNED AND NOTARIZED
*****SUBMIT WITH PROPOSAL*****

PART 1: LIST OF VEHICLES TO BE USED
PROOF OF CURRENT NYS REGISTRATION MUST BE ATTACHED

Year	Make	Model	Registration No.

PART 2: LIST OF REFERENCES
PLEASE NOTE THAT THESE REFERENCES MAY BE CONTACTED FOR FOLLOW-UP

School/ Organization	Address	Contact Person	Phone No.	Dates/Years of Contracted Service

PART 3: ROAD INSTRUCTOR INFORMATION
COPIES OF INSTRUCTORS' MV-524 LICENSE AND DRIVER'S LICENSE MUST BE ATTACHED

Instructor Name	Address	Date of Birth	M.V. 524 License No.	Fingerprinted - Date

I, _____, hereby certify that: (a) the vehicles listed above meet the specifications as listed in this document; (b) the listed driving school instructors have completed at least the thirty (30) hour course required by the NYS Department of Motor Vehicles; and (c) that I have attached copies of documents as required in Part 1 and Part 3.

(Person, Firm or Corporation)

(Authorized Signature)



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CHECK LIST

CHECK LIST - ONE COPY TO BE RETURNED WITH BID

Check Items Enclosed

- | | |
|--|-------|
| 1. Bid Deposit of not less than 10% of total amount of the bid by certified check. | _____ |
| 2. Signed Bid instructions | _____ |
| 3. Proof of adequate liability, property, automobile, and umbrella insurance. This must include a letter from insurance agent, broker, or carrier stating that no less than the minimum limits of insurance required in the Bid Request will be met. | _____ |
| 4. Name School District as additional insured. | _____ |
| 5. Proof of qualification and ownership of at least 5 years, and qualification of instructors as set forth in the bid specifications. Bidder must also attach copy of Driving School License. Names and MV524 license numbers of all instructors. | _____ |
| 6. Proof that cars have passed NYS inspection. | _____ |
| 7. Proof of Workmen's Compensation Coverage. Must attach copy of current Certificate of Worker's Compensation Coverage | _____ |
| 8. Bid Form | _____ |
| 9. Form of Disclosure (Appendix B). | _____ |
| 10. Conflict of Interest Form (Appendix C). | _____ |
| 11. Non-Collusive Form (Appendix D). (MANDATORY) | _____ |
| 12. Hold-Harmless Form (Appendix E). | _____ |
| 13. Certification pursuant to the Iran Divestment Act (Appendix F) | _____ |



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14. Sexual Harassment Prevention Certification (Appendix G)

15. Vehicle, Reference, and Instructor Form, including all attachments (Appendix H). Include auto registration copies.

16. List of approved Driver Education Traffic Safety (DTSE) classroom instructors

17. Checklist

This checklist is provided for the convenience of the bidder. Bidder shall be solely responsible for providing all required information with its bid submission as set forth in the bid specifications.