



*Public Schools of the Tarrytowns*

Lauren Leone, Purchasing Agent, 200 North Broadway, Sleepy Hollow, NY 10591 Ph: 914-332-4262

## **REQUEST FOR PROPOSALS**

**RFP #2025-01**

**Bus Electrification Infrastructure Design and Implementation Plan**

**2025-2026**

**DUE: Wednesday, February 19, 2025 by 3:00 PM EST**

**Return to:  
Lauren Leone  
Purchasing Agent  
UFSD of the Tarrytowns  
200 North Broadway  
Sleepy Hollow, NY 10591**



# Public Schools of the Tarrytowns

Lauren Leone, Purchasing Agent, 200 North Broadway, Sleepy Hollow, NY 10591 Ph: 914-332-4262

**DATE OF OPENING: Wednesday, February 19, 2025**

**TIME: 3:00 PM EST**

To All Providers:

The UFSD of the Tarrytowns ("TUFSD") is seeking proposals from solicit qualified firms licensed by the State of New York as Electrical Engineers to provide responsive proposals, including design of existing space to accommodate a Phase 1 and Phase 2 approach to create an infrastructure to support TUFSD's transition to Electrification of all District Vehicles. Sealed proposals will be received on or prior to **Wednesday, February 19, 2025 by 3:00 PM EST**. All specifications may be obtained via email request to [lleone@tufsd.org](mailto:lleone@tufsd.org) or on the District website [www.tufsd.org](http://www.tufsd.org) under "Business Office", "Purchasing". Proposals received after the stated date will be returned to the sender, unopened. Proposals must be submitted in a sealed envelope plainly marked on the outside:

## **RFP #2025-01 Bus Electrification Infrastructure Design and Implementation Plan**

Proposals will be opened on the date stated but will not be read aloud. Any interested party may attend. There will be no discussion at the time of the opening of the proposals. The names of the proposing firms shall be available following the proposal opening.

Proposals shall be irrevocable for a minimum period of sixty (60) days from the date of proposal opening. Alterations to the said proposals must be submitted in writing. Consideration shall be given only to those alterations, which may be caused by unforeseen circumstances beyond the control of the firm submitting said proposal. The Purchasing Agent or his/her designee shall make such determination.

**There will be a pre proposal meeting and walk through of the premises on Thursday, January 23, 2025 beginning at 10:00 AM meeting at the Administration Building of TUFSD located at 200 North Broadway, Sleepy Hollow, NY 10591 to review the scope of the project, the location and current conditions of the site on which the infrastructure will be built and all applicable equipment for charging will be installed.**

The TUFSD and its Board of Education intends to award a contract or contracts in its best interest and reserves the right to reject any or all proposals received as a result of this RFP, to negotiate with all qualified proposers, or to cancel this RFP in part or in its entirety, if it is in the best interest of the TUFSD to do so. No proposer shall have any legal, equitable or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the TUFSD, in its sole discretion, shall enter into a contract with the proposer(s) that it selects as the successful proposer(s).

Please read the attached material carefully before submitting your proposal. Incomplete proposals may not be considered.

Thank you very much for your cooperation,

Lauren Leone, CPPB

Purchasing Agent



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THIS RFP IS IN THREE SECTIONS:

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## SECTION A – REQUIREMENTS SECTION

The Public schools of the Tarrytowns, hereinafter referred to as “TUFSD”, invites proposals for **Bus Electrification Infrastructure Design and Implementation Plan** in accordance with the requirements and provisions set forth within this Request for Proposal.

### 1. PURPOSE

This Request for Proposal (RFP) for Bus Electrification Infrastructure Design and Implementation Plan aims to solicit qualified firms licensed by the State of New York as Electrical Engineers to provide responsive proposals, including design of existing space to accommodate a Phase 1 and Phase 2 approach to create an infrastructure to support the District’s transition to Electrification of all District Vehicles.

The District has completed an existing condition and route energy analysis to create a fleet electrification plan which provides a roadmap to a zero-emission fleet, including vehicle-level modeling to identify suitable vehicles and a transition schedule, charging infrastructure concepts to fuel the vehicles, a review of grants and incentives, a financial analysis of capital operating costs and next steps for the District which include contracting for the infrastructure design and implementation services. The District’s goal is complete fleet electrification by 2035.

### 2. SCOPE OF SERVICES

TUFSD is soliciting proposals from qualified firms for the design and implementation of the electrification of the TUFSD bus fleet. TUFSD has secured grant funding for this project. **There will be a pre proposal meeting and walk through of the premises on Thursday, January 19, 2025 beginning at 10:00 AM meeting at the Administration Building of TUFSD located at 200 North Broadway, Sleepy Hollow, NY 10591 to review the scope of the project, the location and current conditions of the site on which the infrastructure will be built and all applicable equipment for charging will be installed.**

- A. Provide design -engineer services to design and EV charging infrastructure for the TUFSD’s 2-Phase transition to electrifying its fleet of vehicles.
  - a. Provide Progress design sets: CD30, CD90 and CD100 Issued For Permit (IFP) Set
  - b. Provide electrical, civil, structural and all other engineering disciplines required to provide a complete engineered and stamped design set.
  - c. Provide all due diligence required for the design process of this type of infrastructure.
  - d. Coordinate design with DERs and facility improvements as needed
- B. Coordinate with the electrical utility (Con Edison) to confirm required electrical upgrades, design coordination, and ongoing coordination throughout the project.
- C. Permit the designs with Authority(ies) having Jurisdiction (AJH).
- D. Provide owner’s engineer services to the District for EVSE project procurement, construction, commissioning and close out, including but not limited to:
  - a. Recommendations for Charge Management Systems Software that will optimize charge times and take advantage of time-of-use utility tariff rates, with a goal of minimizing the cost of electricity (fuel).



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- b. Recommendation for EV charging systems in compliance with the requirements of NYSBIP, EPA and relevant State, local and utility requirements with multiple components that will work together (1.)EV charging station, 2.)the Charge Management Software and 3.)the vehicles themselves).
- c. Input for formal bid specifications and addenda regarding procurement of equipment, services, materials and supplies.
- d. Participate in contractor selection and contract negotiations resulting from the formal bid process.
- e. Provide construction oversight and technical support throughout both phases of integration and implementation.
- f. Coordination with local utilities throughout the project.
- g. Support the District through the commissioning and closeout phases of the EVSE infrastructure project.

### 3. PLANNED ELECTRIFIED FLEET STUDY INFORMATION

See Appendix A

### 4. EV TRANSITION PHASING

TUFSD anticipates a two phase transition to complete fleet electrification. Construction in Phase 1 of the project should contemplate Phase 2 including but not limited to, trenching, laying additional conduits, procuring switchgear and transformer with the capacity to service the entire electrified fleet.

### 5. POWER SUPPLY AND UTILITY COORDINATION

Successful Firm will work with TUFSD contacts at Con Edison and NYSED to ensure compliance with all New York State regulations as well as to determine the types of utility service that would be most efficient and economical for TUFSD fleet electrification. TUFSD State and utility contacts will be provided upon award of contract.

## SECTION B- CONTRACTOR INFORMATION SECTION

### 1. RFP SUBMISSION

#### Information and Documents:

Questions concerning the RFP and the procedures for responding should be in writing and directed to:

Lauren Leone CPPB, Purchasing Agent  
UFSD of the Tarrytowns  
200 North Broadway  
Sleepy Hollow, NY 10591  
914-332-4262  
lleone@tufsd.org



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## **Submission of Proposals:**

Please submit hardcopy proposal in sealed envelope to the above address, clearly marked with the Proposer's Firm Name, Address and RFP # and Title: **#RFP# 2025-01 – Bus Electrification Infrastructure Design and Implementation Plan** on or before the submission due date and time.

There is no express or implied obligation for the TUFSD to reimburse responding firms for any expenses incurred in preparing proposals, attending pre-proposal conferences, or interview(s) in responding to this request. Proposals submitted after the stated time and date will not be considered and will be returned to the firm unopened.

## **Modification or Withdrawal of Proposals:**

Any proposal may be withdrawn or modified by written request of the Proposer, provided that such request is received by the Purchasing Agent at the above address prior to the date and time set for receipt of proposals.

## **Right to Reject Proposals:**

This RFP does not commit TUFSD to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or to contract for services. The TUFSD intends to award a contract on the basis of the best interest and advantage to the TUFSD, and the TUFSD reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified proposers, or to cancel this RFP in part or in its entirety, if it is in the best interest of the TUFSD to do so. The TUFSD may select as the successful proposer that proposal which, in TUFSD's sole discretion and with whatever modifications that TUFSD and the proposer may mutually agree upon, best meets the TUFSD's requirements whether or not that proposal is the lowest priced. No proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the TUFSD, in its sole discretion, shall enter into a contract with the proposer that it selects as the successful Proposer.

## **Award Methodology:**

An Award will be made to the contractor who offers the best value solution.

## **2. PROPOSAL FORMAT AND ORGANIZATION**

Proposals must be submitted in the format outlined in this section. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. The TUFSD reserves the right to eliminate from further consideration any proposal deemed to be non-responsive to the requests for information contained herein. Proposal and any supporting information will not be returned to any Proposer.

### **Format:**

On a Cover sheet to the proposal, provide the official name, address, phone number, email address and website of the applicant, as well as the name of the principal contact person and the name of the person authorized to execute the contract

- o Provide a brief overview of your firm, including the year established, the number of years providing its services and ownership structure
- o Provide a summary of your experience with Bus electrification and qualifications of the



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- firm to provide the design and implementation plan
- o Please describe the elements of your services that distinguish you from other firms, such as special expertise, or value-added services
  - o Demonstrate success in working with NYSERDA in relation to Bus electrification/Energy studies
  - o Will any other organization be providing services under this engagement as a subcontractor? If Yes:
    - Provide contact information for each subcontractor, and include a description of each subcontractor's capabilities and experience.
    - Describe your oversight of the subcontractor and the controls in place to ensure that expected performance levels are maintained
  - o Identify the individuals who would be responsible for the services to TUFSD. Please provide background information on each individual, including resumes, and an organization chart of the team.
  - o Provide a minimum of three references of current clients with similar demographics, complete with contact name, phone number, and email address
  - o Provide a comprehensive work plan for the design and implementation that addresses each of the criteria outlined in the Scope of Work
  - o The Firm will propose a schedule to complete the work. The schedule should contain major contract milestones, with start and completion dates that demonstrate schedule logic that can be further decomposed after contract award. The pricing of work proposed shall reflect integration with program schedule
  - o Provide a fee structure for the cost of the proposed services to be provided to the TUFSD in response to the scope of the work and as defined in the Proposed Fee section
  - o As part of the RFP, please provide a Project Schedule and Total Cost for TUFSD as listed in this RFP.

### 3. PROPOSAL SCORING AND EVALUATION

| CRITERIA                                                        | POINTS      |
|-----------------------------------------------------------------|-------------|
| <b>Vendor's Compliance/<br/>Responsiveness to the RFP</b>       | <b>10</b>   |
| <b>Prior experiences serving School<br/>Districts and BOCES</b> | <b>20</b>   |
| <b>References from other BOCES and<br/>School Districts</b>     | <b>10</b>   |
| <b>Vendor's ability to meet the<br/>Scope of Services</b>       | <b>30</b>   |
| <b>Pricing</b>                                                  | <b>30</b>   |
| <b>Total</b>                                                    | <b>100%</b> |



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## 4. ANTICIPATED PROPOSAL TIMELINE

|                                                          |                     |
|----------------------------------------------------------|---------------------|
| Request for Proposals Issued                             | 1/17/2025           |
| Walk Through                                             | 1/23/2025 10:00 AM  |
| Proposal Questions and Confirmation of Participation Due | 1/27/2025           |
| Addendum with Answers to RFP Questions                   | 1/30/2025           |
| Due Date for Proposals                                   | 2/19/2025           |
| Proposal Analysis                                        | 2/19/2025-2/26/2025 |
| Interviews                                               | 2/26/2025-3/04/2025 |
| Anticipated Award Date                                   | 3/20/2025           |

The committee may invite qualified Vendors

for an interview, based on each Vendor's score from the evaluation criteria items above. The interview will be scored independently. The committee reserves the right to decide to whom the award will be made, based solely on the interviews. The committee will make reasonable attempts to schedule each interview at a time that is agreeable to the Vendor. Failure of a Vendor to report to an interview on the date scheduled may result in rejection of the Vendor's Proposal. Points for cost will be assigned on the basis of ratio from low to high, meaning the Vendor with the lowest cost will be assigned the highest point value; second lowest cost will be assigned a point value in descending order in relation to how many RFP submittals are received.

## 5. TERMS AND CONDITIONS

### Acceptance of Proposals

This RFP should not be construed as a contract to purchase goods or services. TUFSD is not bound to accept the lowest price or any proposal of those submitted.

### Liability of Errors

While TUFSD has used considerable efforts to ensure an accurate representation of information in this RFP, all prospective proposers are urged to conduct their own investigations into the material facts and TUFSD shall not be held liable or accountable for any error or omission in any part of this RFP.

### Failure to Perform



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The Proposer will not assign or transfer the Contract or any right or privilege granted pursuant to the RFP, without prior written consent of TUFSD. If Contractor is adjudged bankrupt, or if a receiver is appointed to or for the Contractor, or if Contractor makes any assignment for the benefit of creditors,

TUFSD may, at its option, terminate the Contract immediately without any prior notice to the Contractor. Should the Contractor fail to perform as required by the specifications, TUFSD may cancel the order and/or contract. In such an event, TUFSD will assume no responsibility for, nor will it reimburse the Contractor for any expense or loss to the contractor because of such termination or cancellation.

## **Indemnification**

To the fullest extent permitted by law, the Contractor shall defend (with counsel selected by TUFSD and reasonably approved by the Contractor), indemnify and hold harmless TUFSD, its employees, agents, and representatives, from any and all liability, losses, costs, damages, and expenses (including, but not limited to, reasonable attorneys' fees and disbursements) from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the Contractor's duties hereunder or the action of or the failure to act by the Contractor, its representatives, employees, or anyone for whose acts the Contractor may be liable. In the event that any legal proceeding shall be instituted or that any claim or demand with respect to the foregoing be asserted by any person in respect of which indemnification may be sought from the Contractor under the provisions of this paragraph, TUFSD shall promptly notify the Contractor of such suit, claim or demand, and give the Contractor an opportunity to defend same and settle same without any cost to TUFSD, and shall extend reasonable cooperation to the Contractor in connection with such defense, which shall be at the expense of the Contractor. In the event that the Contractor fails to defend the same within thirty (30) days of receipt of notice, TUFSD shall be entitled to assume the defense thereof, and the Contractor shall be liable to repay TUFSD for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees, disbursements, expert witness fees and settlement payments). All of the provisions of this paragraph will survive expiration or sooner termination of the Contract.

## **Award of Contract**

Award of contract occurs when a formal contract has been finalized or other evidence of acceptance by TUFSD is provided to the Proposer. A Recommendation of Award does not constitute award of contract.

If a contract is awarded, it shall be awarded to the responsive and responsible Proposer(s) whose offer conforming to the Request for Proposal will be most advantageous to TUFSD as set forth in the Evaluation Criteria.

## **Compliance With Laws**

The Contractor shall comply with all the provisions of laws in the State of New York and of the United States of America which affect municipalities and municipal contracts, and provide at his expense, any and all permits, licenses and registrations required for the fulfillment of this agreement, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulation, the General Municipal Law, the Workers' Compensation Law, the Lien Law, Personal Property Law, State



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Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

## 6. SUMMARY OF KEY INFORMATION

### **Interview**

The award process may include an interview with administration and **(the Board)**.

### **Financial Terms**

Upon district approval, TUFSD will pay the company 100% of their agreed upon fees and bill the district.

### **Termination of Contract**

Any contract agreed to under this Request for Proposal is subject to termination by either party with sixty (60) days written notice. In the event of termination of the contract, TUFSD's responsibility shall be to pay for unpaid services performed and authorized costs incurred.

### **Right to Reject Requests for Proposal**

TUFSD reserves the right to reject without prejudice any and all quotations received under this Request for Proposal.

### **Cooperation**

The parties agree to cooperate with each other in connection with any internal investigations by the company or TUFSD, of possible violation of their respective policies and any third-party litigation.

### **Fingerprinting**

The company acknowledges and agrees that its employees may be subject to fingerprinting and criminal history check as may be required by the Education Law of the State of New York (i.e., more than five student contact days). In such an event, the company agrees to cooperate with the TUFSD and complete any and all necessary forms or procedures, all at no cost or expense to TUFSD.

### **Confidentiality**

During the course of performance of the service(s), TUFSD may be given access to information that relates to the company's past, present and future research, development, business activities, products, services, technical knowledge and employee information. All of such information shall be deemed to be "Confidential Information" unless otherwise indicated by the company in writing at or after the time of disclosure. TUFSD may use the Confidential Information only in connection with the specific duties authorized pursuant to this Agreement. Access to the Confidential Information shall be restricted to those of TUFSD personnel and representatives on a need to know basis solely in connection with TUFSD internal business. TUFSD further agrees that it will (i) take all necessary steps to inform any of its personnel, representatives to whom Confidential Information may be disclosed of their obligations hereunder and (ii) cause said personnel, representatives to agree to be bound by the terms of this Agreement. TUFSD agrees to protect the confidentiality of the Confidential Information in the same manner that they protect the confidentiality of their own proprietary and confidential information of like kind, but in no event less than a reasonable manner. TUFSD agrees to notify the company of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary



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to prevent further unauthorized use or disclosure thereof. During the course of performance of the services(s), The company may be given access to information that relates to TUFSD or its affiliates, including its activities, products, services, employee and/or student information. All of such information shall be deemed to be "Confidential Information" unless otherwise indicated by TUFSD in writing at or after the time of disclosure. The company may use the Confidential Information only in connection with the specific duties authorized pursuant to this Agreement. Access to the Confidential Information shall be restricted to those of the company personnel and representatives with a legitimate interest to know solely in connection with the company internal business and the services to be provided hereunder. The company further agrees that it will (i) take all necessary steps to inform any of its personnel and representatives to whom Confidential Information may be disclosed of their obligations hereunder and (ii) cause said personnel and representatives to agree to be bound by the terms of this Agreement. The company agrees to protect the confidentiality of the Confidential Information in the same manner that they protect the confidentiality of their own proprietary and confidential information of any kind, but in no event less than in a reasonable and prudent manner. The company agrees to notify TUFSD of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof. The terms of this Section shall survive the expiration or termination of this Agreement.

## **Independent Contractor**

This agreement does not create an employee/employer relationship between the parties. The awarded contractor will be an independent contractor and not a TUFSD employee for all purposes. The awarded contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the services, activities and responsibilities. TUFSD does not engage the company exclusively, nor does it restrict the company from engaging in regular business with anyone of its choosing. TUFSD shall not be liable for any obligations incurred by the company or for any damages to person or property of the company.

## **Conflict of Interest**

The awarded contractor represents and warrants that: (a) it has no obligation, legal or otherwise, inconsistent with the terms of this Agreement; (b) the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; (c) it has not entered into or will not enter into any agreement, oral or written, in conflict with this Agreement; and (d) it, including its officers, employees and agents, do not possess any personal or professional relationship with the TUFSD, its officers and employees that would constitute a conflict of interest relative to performing this Agreement.

## **INSURANCE REQUIREMENTS**

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the District as an Additional Insured shall:
  - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to



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conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create significant

vulnerability and costs for the District.

b. State that the organization's coverage shall be primary and noncontributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District for all coverages including Workers Compensation.

c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.

3.
  - a. The certificate of insurance must describe the services provided by the professional consultants that are covered by the liability policies.
  - b. At the District's' request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.

4. The professional consultant agrees to indemnify the District for applicable deductibles and self-insured retentions.

## 5. Minimum Required Insurance:

### **a. Commercial General Liability Insurance:**

\$1,000,000 per Occurrence/ \$2,000,000 Aggregate  
\$2,000,000 Products and Completed Operations  
\$1,000,000 Personal and Advertising Injury  
\$100,000 Fire Damage  
\$10,000 Medical Expense

### **b. Automobile Liability:**

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

### **c. Workers' Compensation and NYS Disability Insurance:**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB120.1) 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. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.



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**d. Professional Errors and Omissions Insurance:**

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a “claims-made” basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

**e. Umbrella/Excess Insurance:**

\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.

6. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the District. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District.



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## CONFIRMATION OF PARTICIPATION

Bidder Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Tax ID#: \_\_\_\_\_

Signature of Company Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Company Representative: \_\_\_\_\_

The company/organization intends to submit a proposal for RFP #2025-01 \_\_\_\_\_

The company/organization will **NOT** be submitting a proposal for RFP #2025-01 but would like to remain on the vendor list for these services for the future. \_\_\_\_\_

**Please complete and return this form to Lauren Leone no later than January 27, 2025.**

Via E-mail: [lleone@tufsd.org](mailto:lleone@tufsd.org)



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## **PROPOSER CERTIFICATION**

PLEASE COMPLETE AND RETURN WITH YOUR PROPOSAL:

THE PROPOSER DECLARES AND CERTIFIES:

THAT THE SAID PROPOSER HAS CAREFULLY EXAMINED THE INSTRUCTIONS TO PROPOSERS, SCHEDULES 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 STATE, ALL THE MATERIALS, EQUIPMENT OR SERVICES FOR WHICH THIS BID IS MADE.

THE FULL NAMES AND TITLES OF ALL PERSONS INTERESTED IN THIS BID AS PRINCIPALS ARE AS FOLLOWS:

|  |
|--|
|  |
|  |
|  |
|  |
|  |

DATE:\_\_\_\_\_

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

COMPANY NAME:\_\_\_\_\_ FAX NUMBER:\_\_\_\_\_

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

REPRESENTATIVE NAME PRINTED:\_\_\_\_\_  
(CONTACT PERSON FOR BID INQUIRIES)

AUTHORIZED SIGNATURE:\_\_\_\_\_

TITLE:\_\_\_\_\_



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## **NON-DISCRIMINATION STATEMENT**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, military status, domestic violence victim status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractor shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contract is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all monies due for a second or any subsequent violation.

AUTHORIZED

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_



# Public Schools of the Tarrytowns

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## **GENERAL MUNICIPAL LAW SECTION 103-g STATEMENT**

The below signed Proposer affirms the following as true under penalties of perjury:

By submission of this bid, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of New York State Finance Law.

AUTHORIZED

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Sworn to before me this

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

\_\_\_\_\_  
Notary Public



# Public Schools of the Tarrytowns

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## **PROPOSER INFORMATION AND REFERENCES**

Please provide the full name and corporate address of your organization.

Corporation Name: \_\_\_\_\_

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

Contact Person: Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

### **REFERENCES: MUST BE PROVIDED FOR BID TO BE CONSIDERED**

Contracting firm and its principal officer must be able to prove (5) years of continuous work experience, immediately preceding this quote, in the performance of work substantially equivalent to the scope of this project. References must be from companies in which you have provided the same type of product/service.

**Company Name:** \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

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

Dates of Contract(s): \_\_\_\_\_

**Company Name:** \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

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

Dates of Contract(s): \_\_\_\_\_

**Company Name:** \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

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

Dates of Contract(s): \_\_\_\_\_



# Public Schools of the Tarrytowns

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## VENDOR RESPONSIBILITY QUESTIONNAIRE

|                                                                                                                                                                                                                                                                                                                                                              |       |                                                     |                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------------------------------------------------|----------------|
| 1. VENDOR IS:<br><input type="checkbox"/> PRIME CONTRACTOR                                                                                                                                                                                                                                                                                                   |       |                                                     |                |
| 2. VENDOR'S LEGAL BUSINESS NAME                                                                                                                                                                                                                                                                                                                              |       | 3. IDENTIFICATION NUMBERS<br>a) FEIN #<br>b) DUNS # |                |
| 4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:                                                                                                                                                                                                                                                                                                 |       | 5. WEBSITE ADDRESS (if applicable)                  |                |
| 6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE                                                                                                                                                                                                                                                                                                     |       | 7. TELEPHONE NUMBER                                 | 8. FAX NUMBER  |
| 9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE<br><i>IN NEW YORK STATE, if different from above</i>                                                                                                                                                                                                                                                |       | 10. TELEPHONE NUMBER                                | 11. FAX NUMBER |
| 12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE<br>Name _____<br>Title _____<br>Telephone _____<br>Number Fax _____<br>Number _____<br>e-mail _____                                                                                                                                                                                                            |       |                                                     |                |
| 13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.                                                                                                                                                                                                                                                                                                               |       |                                                     |                |
| a) NAME                                                                                                                                                                                                                                                                                                                                                      | TITLE | b) NAME                                             | TITLE          |
| c) NAME                                                                                                                                                                                                                                                                                                                                                      | TITLE | d) NAME                                             | TITLE          |
| A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.                             |       |                                                     |                |
| 14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the contractor. |       |                                                     |                |
| CIRCLE ONE:    Yes    No                                                                                                                                                                                                                                                                                                                                     |       |                                                     |                |



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15. WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:

- a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;  
2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;  
3. entered into an agreement to a voluntary exclusion from bidding/contracting;  
4. had a bid rejected on an Putnam County contract for failure to comply with the MacBride Fair Employment Principles;  
5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;  
6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;  
7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;  
8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or  
9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.

**CIRCLE ONE: Yes No**

- b) been indicted, convicted, received a judgment against them or a grant of immunity for any business- related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, Price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?

**CIRCLE ONE: Yes No**

16. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."

**CIRCLE ONE: Yes No**

17. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:

- a) file returns or pay any applicable federal, state or city taxes?  
Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.  
b) file returns or pay New York State unemployment insurance? Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.  
c) Property Tax: Indicate the years the vendor failed to file.

**CIRCLE ONE: Yes No**

18. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES (1) WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?

**CIRCLE ONE: Yes No**

Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.



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19. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT?

**CIRCLE ONE: Yes No**

Provide financial information to support the contractor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the contractor's situation.

20. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES<sup>1</sup> :

**CIRCLE ONE: Yes No**

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting contractor or affiliate. Detail the situation(s) that gave rise to the negative action,

any corrective action taken by the contractor and the name of the contracting agency.

<sup>1</sup> "Affiliate" meaning: (a) any entity in which the contractor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the contractor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a contractor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entities daily operations, that entity will be an "affiliate" for purposes of this questionnaire.



# Public Schools of the Tarrytowns

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## **INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

The Contractor agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of TUFSD, the Contractor agrees to indemnify and hold harmless the Public Schools of the Tarrytowns, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Consultant or third parties under the direction or control of the Consultant; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the Agreement and to bear all other costs and expenses related thereto.

Furthermore;

The Contractor agrees to protect, defend, indemnify and hold TUFSD, and its employees free and harmless from and against any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amount of judgments, penalties, interest, court costs and legal fees incurred by TUFSD, death or damages to property, (including property of TUFSD) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of work performed or to be performed by the Contractor. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit as its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Sworn to before me this

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

\_\_\_\_\_  
Notary Public



# Public Schools of the Tarrytowns

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## **NON COLLUSIVE CERTIFICATION**

Firm Name: \_\_\_\_\_

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

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

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 Proposer certifies that he 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 Proposer and affirmed by such Proposer as true under the penalties of perjury: Non-collusive bidding specification.

(A) By submission of this bid, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of 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 Proposer or with any competitor;

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

(3) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a 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 Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (A) (1)(2) and (3) above have not been completed 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.

(1) The fact that a Proposer (2) has (a) published price lists, rates, or tariffs covering items being procured, (b) had informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (A).

(2) Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Proposer 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 certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors to the Proposer, and such authorization shall be deemed to



# *Public Schools of the Tarrytowns*

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## **NON COLLUSIVE CERTIFICATION (cont.)**

include the signing and submission of the bid and the inclusion therein of the certificates to non-collusion as the act and deed of the corporation.

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Sworn to before me this

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

\_\_\_\_\_  
Notary Public



# Public Schools of the Tarrytowns

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## IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL §165-a(3), the Prohibited Entities List may be found on the OGS website at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Proposer certifies as true under the penalties of perjury that: By submission of this proposal each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Proposer cannot make the certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The Pearl River School District ("District") may award a contract to a Proposer who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- 2) The District makes a determination that the goods and services are necessary for the District to perform its functions and that, absent such exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the District receive information that a person is in violation of the above-referenced certifications, the District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The District reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Sworn to before me this

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

\_\_\_\_\_  
Notary Public



# Public Schools of the Tarrytowns

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## **Authorization Agreement for ACH/EFT Accounts Payable Vendor Payments**

To facilitate receipt of electronic purchase orders and payments, please complete the following and submit with current W9.

COMPANY NAME: \_\_\_\_\_

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

CONTACT PERSON: \_\_\_\_\_

EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

EMAIL ADDRESS FOR PURCHASE ORDERS: \_\_\_\_\_

NAME OF BANK: \_\_\_\_\_

TYPE OF ACCOUNT (Indicate: CHECKING OR SAVINGS): \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

ROUTING NUMBER: \_ \_ \_ \_ \_

EMAIL ADDRESS FOR DEPOSIT NOTIFICATIONS: \_\_\_\_\_

CUSTOMER CONTACT PHONE#: \_\_\_\_\_ CUSTOMER CONTACT FAX#: \_\_\_\_\_

DATE OF COMPLETION: \_\_\_\_\_

Please Submit Completed form to [lleone@tufsd.org](mailto:lleone@tufsd.org). Questions call Lauren Leone 914-332-4262