



**REQUEST FOR BIDS
DRIVER EDUCATION INSTRUCTION**

BIDS RECEIVED UNTIL 11:00 AM ON JUNE 30, 2022

SEALED BIDS for Driver Education Instruction Services will be received until June 30, 2022 at 11:00 a.m. at the Hauppauge Union Free School District, Business Office, P.O. Box 6006, 495 Hoffman Lane, Hauppauge, New York 11788, Attention: Carolyn Biondi, Purchasing Agent.

Bids will be publicly opened and read at 11:00 a.m. at the Administrative Offices, Whiporwil School, 495 Hoffman Lane, P.O. Box 6006, Hauppauge, New York 11788

The Bid Documents may be examined and/or obtained from the District website,
<https://www.hauppauge.k12.ny.us/>.

Bids should be submitted in a sealed envelope to the above address and designated:
Bid-Driver Education

The District reserves the right to reject any or all bids submitted, to waive any informality or irregularity in any bid, and/or to accept any bid in whole or in part and/or to award or not award the contract, if in the opinion of the District, the best interests of the District will be served.

Hauppauge Union Free School District

Dated: June 6, 2022

**Hauppauge Union Free School District
Driver Education Bid**

INSTRUCTIONS TO BIDDERS

1. Bid Documents

The “Bid Documents” are comprised of the Notice to Bidders, the Instructions to Bidders, Supplementary Instructions to Bidders (if any), Bid Proposal Forms (including, but not limited to the Proposal Forms (if any), the Non-Collusive Bidding Certification Form, the Iran Divestment Act Certification Form, and the Certification Regarding Workplace Sexual Harassment/Training. Any addenda issued prior to the award of the bid will be sent to all individuals or entities that have secured the Bid Documents. Addenda will be in writing and any addenda made in any other manner will not be binding.

2. Questions or Requests for Clarifications or Additional Information

All questions, requests for clarifications or additional information concerning the BID or the procedures for responding must be made in writing and directed to Carolyn Biondi, Purchasing Agent at biondic@hauppauge.k12.ny.us. All questions, requests for clarification or additional information must be received no later than **Monday, June 27, 2022 at 4:00 p.m.** Inquiries received after that date and time will not receive a response. All clarifications or supplemental information will be provided to all individuals and entities that have received a copy of this BID from the District. All clarifications and supplemental information will be provided to all individuals and entities in writing and any clarifications or supplemental information provided in any other manner will not be binding. The District reserves the right to amend this BID for any reason or based upon questions and issues raised and/or received in writing during the bid process.

3. Bid Proposal

A “Bid Proposal” is the written offer to furnish the labor, materials, and/or equipment pursuant to the Bid Documents and includes all documents, forms and materials submitted by a bidder to the District with its bid. *Verbal proposals will not be considered.*

4. Bidder/Contractor (“the Bidder”)

The Bidder is any individual who or entity that submits a Bid Proposal in response to a solicitation by the District or is awarded a contract by the District.

5. Knowledge of Contents and Conditions

Each Bidder must examine and be fully familiar with the Bid Documents. By submitting a Bid Proposal, the Bidder represents and warrants that the Bidder has read and understands the Bid Documents to the extent that such documentation relates to the labor, services, materials, and or equipment for which a Bid Proposal is submitted.

By submitting a bid, the Bidder represents and warrants that it performed a detailed investigation of the site(s) and that such investigation was sufficient to disclose the conditions of the site(s) at which equipment will be used by the District or work is to be performed by the Contractor and all improvements thereon, and the conditions under which the work is to be performed, including, but not limited to (a) the location, condition, layout and nature of the project site and surrounding areas; (b) the cost of labor, materials and equipment necessary to perform the work and their availability; (c) the areas of the work which will cause a disruption to the necessary and proper operation of the facilities by the District; and (d) other pertinent limitations on the performance of its work.

Failure of the Bidder to receive or examine any Bid Documents or failure to perform appropriate visits or conduct appropriate investigations will in no way relieve the Bidder from any obligation or responsibility incurred by submitting a Bid Proposal.

6. Price Adjustment

The contract period will be from July 1, 2022 through June 30, 2023 with the option to renew for two (2) additional years (July 1, 2023 – June 30, 2024, July 1, 2024 – June 30, 2025,) if deemed in the best interest of the District and approved by the Board of Education. The District recognizes this product or service has a price component that may have a commodity with changing costs. The Contractor/Supplier may request a Price Adjustment before the beginning of each term renewal. A Price Adjustment request must be made in writing and include the reason for the request, documentation supporting the request (*e.g.*, commodity increases), the current pricing, and the requested revised pricing. The District will review the Price Adjustment request. If the Price Adjustment is deemed reasonable the Price Adjustment request will be accepted by written acknowledgement. If the request is not accepted the District may entirely reject the request or may counter with revised pricing. A Price Adjustment that exceeds the lesser of CPI or 5% will not be approved.

7. Scope of Work

INSTRUCTION:

Furnish instructors and automobiles, as required, for in-car instruction of driving skills to Hauppauge Union Free School District high school students that will make them safe, efficient, competent motor vehicle operators.

It is expected that this instruction will give each student the minimum amount of knowledge and experience as required by New York State law, so that the student can qualify for an operator's license upon successfully completing the New York State Motor Vehicle Department's examinations.

Each student must receive, as required by the New York State Department of Education, 24 hours of instruction. The minimum in-car instruction of six (6) hours behind the wheel and eighteen (18) hours of in-car observation to be provided by the vendor. However, the District requires each student to attend sixteen (16), 90-minute driving sessions.

ESTIMATED TIME SCHEDULE

It is anticipated that approximately 184 students (approximately 72 each semester and 40 for summer school) will be enrolled in the course and that two (2) cars and three (3) instructors will be required five (5) days per week. (Monday, Tuesday, Wednesday, Thursday and Friday) for approximately two (2) periods per day.

The District is scheduling two (2), seventeen (17) week instructional sessions from September through June pursuant to the official 2021-2022 school calendar (1st semester, September to January; 2nd semester, February to June) which will require one (1) ninety (90) minute period of in-car lessons per week for every group of four (4) students.

Driving classes will be held Tues/Wed/Thurs from 2:30 PM to 4:00 PM and 4:05 PM to 5:35 PM.

The tentative In-car Driving schedule is as follows:

DRIVER EDUCATION DRIVING:

Tuesday/Wednesday/Thursday

2:30 PM - 4:00 PM and 4:05 PM to 5:35 PM - 3 cars
(2 time sessions with 3 cars total)

SUMMER DRIVER EDUCATION

DRIVING: Tues/Wed/Thurs

7:30 AM to 9:00 AM - 4 car
9:00 AM to 10:30 AM - 4 car

No classes will be scheduled on holidays or on days when school is not in session.

Cars will arrive at the Hauppauge High School **ON TIME.** Instructors will conduct class regardless of the number of students present.

Cars will pick up and distribute students at the south side entrance of Hauppauge High School. All information including changes of class schedules, course requirements, etc., will be distributed through the regular class lecture sessions by the class instructor.

All students must have learner's permits before their first in-car driving session.

It should be understood that the per pupil fee for the twenty (20) week instructional program will allow for a student to make up at least two (2) classes missed due to absence. Make-up classes will be scheduled after consulting with the High School Administration. On the first school day of each week, the instructor will provide the classroom teacher with weekly attendance records for the previous week. Instructors will provide instructional guidance and evaluation feedback to each student driver on a daily basis.

Cancellation of class due to inclement weather will be at the discretion of Hauppauge High School Administration.

EVALUATIONS

The driving school instructor must submit an evaluation of each student's driving ability to the District's driver education lecturer-coordinator in accordance with District marking requirements and report card schedules. The report for the second ten (10) week term or the completion of the semester, must be a final report including final evaluation of the student's driving skill, total hours spent actually driving, total make-up hours and graded as either passed or failed. The due dates for these evaluations will be provided to the contractor prior to the start each term.

VEHICLE AND DRIVER REQUIREMENTS

- A. Four-door dual controlled cars must be used. The cars must be at least of intermediate size or larger (compact cars are unacceptable). No car shall be over two years of age. At the time of bid the driving school must submit a list of the cars to be used indicating year of manufacture, make, model and VIN number.
- B. Each car must be equipped with at least two (2) front and three (3) rear seat belts.
- C. Cars must be equipped with signs indicating that the car is being used for driving instruction or being driven by a student driver.
- D. Each car must show current evidence of being inspected and approved by New York State and must conform to the regulations of the Commissioner of Education.
- E. Cars must be adequately maintained during the life of the agreement so that they are completely safe for student use. The transportation official of the District or his designated representative may, from time to time, inspect any or all vehicles used by the driving school in the performance of the contract.
- F. Replacement cars and/or instructors must be available on one (1) hour notice.
- G. Each instructor must be of good moral character and thoroughly reliable. An abstract of each instructor's driving record will be requested from the Bureau of Motor Vehicles by the District. Each car must be staffed with a New York State Certified Licensed Instructor of Motor Vehicles Operation. At the time of bid, a list of certified drivers currently employed by Bidder must be submitted, and the employees must be fingerprinted. The District reserves the right to remove any instructor during the performance of a contract for just cause.
- H. Each instructor is responsible for complete control of the car. Each instructor will be responsible for the pupil discipline and the pupil management and will have commensurate authority to manage this responsibility. The instructor will provide instructional guidance and evaluations.
- I. The driving school is to assist students in obtaining and renewing driving permits.
- J. Weekly attendance reports from the driving school instructor must be submitted to the classroom teacher.
- K. All cars must be equipped with the following additional safety devices:
 - a) Air Bags
 - b) Anti-lock Brakes
 - c) Rear Seat Shoulder and Lap Belts

8. Bid Security

A Bid Proposal must be accompanied by a bid bond or certified check in an amount equal to five percent (5%) of the amount of the total bid. The bid bond must be purchased from a surety that is licensed to do business in New York State and that is A.M. best rated A- or better. Certified checks must be made payable to the District.

In the event of failure or refusal of the successful Bidder to execute and deliver an Agreement between itself and the District or supply the labor, materials and equipment in accordance with the Bid Proposal, and deliver the performance bond (if required) within 15 calendar days after award, the bid bond or certified check submitted with the bid will become the property of the District.

9. Prevailing Wage Rate Schedule

Pursuant to Articles 8 and 9 of the Labor Law of New York (if applicable), the wages paid and the supplements provided to workers must not be less than the prevailing rate set forth by New York State Department of Labor (“Dep’t of Labor”).

If Article 8 or Articles 9 are applicable, it is the responsibility of the successful Bidder and its subcontractors to:

- a. Obtain and comply with the most current prevailing wage schedule from the Dep’t of Labor, as amended from time to time.
- b. Comply with all notice, posting, and filing requirements set forth in Articles 8 and 9 of the Labor Law of New York.
- c. Keep original payrolls or transcripts of the original payrolls and submit a transcript of the original payroll subscribed and sworn to or affirmed as true under the penalties of perjury. The submissions must occur within 30 calendar days of the issuance of the first payroll and every 30 calendar days thereafter.

10. Submission of Bid Proposal

A Bid Proposal must be submitted in a sealed envelope and clearly labeled as “**Bid–Driver Education**” and submitted to the attention of Carolyn Biondi, Purchasing Agent. **Whiporwil School, 495 Hoffman Lane, P.O. Box 6006, Hauppauge, New York 11788** on or before **11:00 a.m.**, on **June 30, 2022.** There is no expressed or implied obligation for the District to reimburse responding individuals or entities for any expenses incurred in preparing bids or attending interview(s) in response to this BID. Bids submitted after the stated time and date *will not* be considered and will be returned to the individual or entity unopened.

Proposal forms: The Bidder must complete the bid on the forms provided and the Bidder may not change the item numbering sequence in the specifications. Bids not submitted on the forms provided may be rejected. *Bids written in pencil will not be accepted.*

The sealed Bid Proposal must include the following:

- a. Reference Form.

- b. Bid Proposal Form.
- c. Contact Details
- d. Non-Collusive Bidding Certification form signed by an authorized signatory of the Bidder.
- e. Bid security, if required.
- f. The “Iran Divestment Act Certification” form must be signed by an authorized signatory of the Bidder and submitted with the bid.
- g. Certification Regarding Workplace Sexual Harassment/Training.
- h. Appropriate technical and descriptive literature, if required.
- i. Insurance Certification Form.

All signatures must be written in ink. Stamped or typewritten signatures are not acceptable.

The Bidder assumes full responsibility for having its bid deposited with the District. It is understood and agreed by the Bidder that District employees are not responsible for the premature opening of a Bid Proposal not properly labeled on the outside of the envelope. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by District employees whether sent by mail or personally delivered to the District.

No proposal will be accepted after the time set in the notice for the opening of the Bid Proposals.

In consideration of the District's agreement to evaluate and consider the Bid Proposal, the Bid Proposal will constitute a firm offer by the Bidder to perform in accordance with the terms of the Bid Proposal and the Bid Documents.

The Bid Proposal must be kept open for possible acceptance by the District for a period of 60 calendar days from the bid opening.

Bids lacking required information may be rejected as being incomplete and/or non-responsive.

11. Withdrawal of Bid Submission

A Bidder may withdraw its bid only in writing and only prior to the bid opening date.

12. Financial Condition of Bidder

After the date of the bid opening and prior to the District awarding the contract, a Bidder who is being considered for award of the contract may be required to submit a detailed financial statement showing its assets, liabilities and net worth. The financial statement must be in the ordinary form required by banks for persons applying for a loan and show the Bidder's financial condition as of the end of the month preceding the time of opening of the bid or later. In addition, the name of the bank or other financial institution as reference to the financial responsibility of the Bidder must be submitted to the District.

13. Agreement

Each Bidder awarded a contract will execute a data privacy agreement pursuant to the requirements of Education Law § 2-d and a contract with the District consistent with the provisions of this Bid and contain the minimum standard contract clauses set forth below.

14. Award

The District reserves the right to reject any or all Bid Proposals and re-advertise for new bids in accordance with Section 103 of the General Municipal Law.

Award(s) will be made to the lowest responsible bidder as long as the bid is responsive and in the District's best interest. The Bidder awarded the contract by the District will be referred to as the "Successful Bidder" or "Contractor".

The District will determine the lowest bid by adding to or deducting from the total bids of the Bidders, the additive or deductive alternates and substitutions, if any, the District elects to accept after the opening of the Bids. The District reserves the right to make partial awards based on low bids for each item or may select to award on total low bid.

The District reserves the right, before making an award, to conduct investigations as to whether the Bid Proposal meets the requirements set forth in the Bid Documents and is sufficient to insure the proper performance of the contract. The District reserves the right to request additional information from a Bidder for this purpose.

The District reserves the right to make awards within 60 calendar days after the date of the bid opening, during which period bids cannot be withdrawn.

15. Minimum Standard Contract Clauses/Form of Agreement

1. **Retention:** The District hereby agrees to retain the Bidder Awarded the Contract by the District (the "Contractor") and the Contractor agrees to provide the District with the services and products set forth in the Bid Proposal submitted by the Contractor (the "Bid Proposal") (the Bid Proposal is hereby incorporated into the Agreement (copy attached)).
2. **Compensation:** The District agrees to compensate the Contractor at the rates set forth on the attached Schedule or in the Bid Proposal. The Contractor must provide monthly invoices (in a form and substance satisfactory to the District).
3. **Independent Contractor:** The Contractor is retained by the District only for the purposes and to the extent set forth in this Agreement, and its relation to the District is solely that of an independent contractor during the period of its retention and services hereunder.

Neither Contractor nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever from the District relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Retirement System benefits, health or dental insurance, or malpractice insurance. With regard to employees of Contractor, Contractor alone will be

responsible for their work, personal conduct, direction, compensation, and for payment of all employment and other taxes in relation thereto.

4. Indemnification: To the fullest extent permitted by law, the Contractor indemnifies and will defend (with counsel selected by the District) and hold harmless the District, its employees, agents, representatives, and Board members from any and all liability, losses, costs, damages, and expenses (including but not limited to reasonable attorney's fees and disbursements) arising from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the 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 is 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 4, the District will promptly notify the Contractor of the legal proceeding, claim or demand, and give the Contractor an opportunity to defend same and settle same without any cost to the District, and will extend reasonable cooperation to the Contractor in connection with such defense, which will be at the expense of the Contractor. In the event that the Contractor fails to defend the same within 30 calendar days of receipt of notice, the District will be entitled to assume the defense thereof, and the Contractor will be liable to repay the District for all its expenses reasonably incurred in connection with said defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments). The failure of the District to notify the Contractor of a legal proceeding, claim or demand will not relieve the Contractor of any obligation that the Contractor has pursuant to this Paragraph 4 unless and only to the extent that the failure to notify the Contractor materially prejudices the Contractor.

The Contractor agrees not to enter into any waiver, release or settlement of any legal proceeding, claim or demand for which indemnification may be sought hereunder without the prior written consent of the District (which consent will not be unreasonably withheld).

All the provisions of this Paragraph 4 will survive expiration or sooner termination of this Agreement.

5. Required Records: The Contractor will provide services and products and maintain records, logs and reports in accordance with all applicable federal, State, and local laws, regulations and requirements, including but not limited to all laws, regulations and requirements of the New York State Department of Labor and the District's policies and procedures in force during the term of this Agreement. The Contractor will provide the District with a copy of any reports, testing, evaluations, or observations that are prepared in connection with this Agreement.

6. Confidentiality: The Contractor will maintain the confidentiality of records in accordance with all applicable laws, regulations, and District policies and procedures in force during the term of this Agreement.

7. Review of Records: The District will have the right to examine any or all records or accounts maintained by the Contractor in connection with this Agreement.

8. Insurance: The Contractor will obtain and keep in full force and effect during the term of this Agreement, at its sole cost and expense, the following insurance:

a. **Commercial General Liability Insurance**

\$5,000,000 per occurrence/\$5,000,000 aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Sexual Misconduct and Assault
\$100,000 Fire Damage
\$10,000 Medical Expense

Must affirmatively state that it 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.

b. **Automobile Liability Insurance**

\$5,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation (C-105.2 or U-26.3), Employers' Liability and N.Y.S. Disability Benefits Insurance (DB-120.1) 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 may be completed and submitted directly online to the Workers Compensation Board.

d. **Excess Insurance**

\$3,000,000 each occurrence and aggregate. Excess coverage must be on a follow-form basis over the required Commercial General Liability, Automobile, and Professional Errors and Omissions coverages.

Can use umbrella or excess liability to make up the limits of \$5,000,000 as long as umbrella or excess liability follows form over general liability or automobile liability policies
New York State No Fault coverage without deductible.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of the District as an additional insured on the Contractor's insurance policies, with the exception of workers' compensation and N.Y. State Disability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement State disability and professional liability. The policies naming the District as an additional insured must:

- be policies from an A.M. Best rated "A-" or better insurer, licensed to conduct business in New York State; and
- state that the Contractor's coverage is primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District.

The District must be listed as an additional insured by using standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. Completed Copies of the endorsement must be attached to the certificate of insurance. The certificate of insurance must describe the specific services or products provided by the Contractor that are covered by the commercial general liability policy and the umbrella policy. At the District's request, the Contractor will provide a copy of the declarations page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Contractor will provide a copy of the policy endorsements and forms.

The Contractor hereby indemnifies the District for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of the Contractor, to the extent not covered by the applicable policy.

The Contractor acknowledges that failure to obtain the foregoing insurance on behalf of the District constitutes a material breach of this Agreement. The Contractor must provide the District with proof satisfactory to the District that the above requirements have been met, **prior to** the commencement of work or use of the District facilities. The failure of the District to object to the contents of the certificate or the absence of same will not be deemed a waiver of any rights held by the District. Upon request, the Contractor will provide the District with a copy of the Contractor's applicable insurance policies including any endorsements, modifications, or exclusions thereto.

9. Representations of Contractor: The Contractor represents and warrants that: (a) it is financially solvent and experienced in and competent to perform the services or provide the products pursuant to this Agreement; (b) it is familiar with all federal, state, and local laws, regulations, ordinances, and requirements which may in any way affect the work performed pursuant to this Agreement or those employed therein; and (c) it is a holder of all licenses from the State, County, and/or Town which are necessary to perform the work and that said licenses will remain in effect for the term of this Agreement.

10. Delivery: The Contractor must furnish all labor required to make an appropriate delivery. The District will not provide any labor in connection with unloading of a delivery.

11. Required Provisions of Law: Each and every provision of law required to be inserted in this Agreement will be deemed to have been inserted herein. In particular, among other laws, regulations, and ordinances, the Contractor must fully comply with:

a. Labor Law section 220(2) requiring that no laborer, worker or mechanic in the employ of the Contractor, any subcontractor or other person doing or contracting to do all or part of the work of this Agreement is permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property;

b. Labor Law section 220(3) requiring that the wage rate which can be paid and the supplements which can be provided to each employee of the Contractor must be no less than the rates set forth by the Department of Labor. The Contractor and its subcontractors must keep original payrolls or transcripts of the original payrolls and submit a transcript of the original payrolls subscribed and sworn to or affirmed as true under the penalties of perjury. The submissions must occur within 30 calendar days of the issuance of the first payroll and every 30 calendar days thereafter. The filing of payrolls by the Contractor in a manner consistent with New York Labor Law 220(3-a) is a condition precedent to payment by the District.

c. Labor Law section 220-e requiring that (i) in the hiring of employees for the performance of any work under this Agreement, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will by reason of race, creed, color, disability, sex 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; (ii) no contractor, subcontractor, nor any person on his behalf will,

in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; and (iii) there may be deducted from the amount payable by the District to Contractor pursuant to the Agreement a penalty of fifty dollars (\$50.00) for each calendar day during which a person was discriminated against or intimidated in violation of Labor Law § 220-e and the Agreement may be terminated by the District and all moneys due to Contractor may be forfeited for a second or subsequent violation of the terms or conditions of this section of the Agreement.

d. Labor Law section 222-a requiring the installation, maintenance, and effective operation of appliances and methods that have been approved by the industrial board of appeals for elimination of harmful dust and stating that if the law is not complied with, this Agreement will be void.

12. Subcontractors/Suppliers: The Contractor, as soon as practicable after award of the Contract, must furnish in writing to the District the names of any subcontractors or suppliers that the Contractor will use to perform service or provide products pursuant to this Agreement. The Contractor will not contract with any subcontractor or supplier to whom the District has made written objection.

A contract between the Contractor and any subcontractor or supplier must meet all or substantially similar requirements set forth in this Agreement. The Contractor must deliver to the District adequate proof of insurance for each subcontractor prior to allowing such subcontractor to perform work pursuant to this Agreement. The District must be listed as an additional insured on the subcontractor's insurance policies.

13. Safeguarding Information: Neither the Contractor nor the District will use or disclose any information concerning this Agreement for any purpose which is prohibited by Federal and State statutes and/or regulations.

14. Warranty: The Contractor warrants to the District that materials and equipment furnished pursuant to this Agreement will be new and of best quality. The Contractor further warrants that all work performed pursuant to this Agreement will conform to the requirements and specifications set forth in the Bid Documents (the Bid Documents are hereby incorporated into the Contract (copy attached)) and will be free from deviations or defects. The Contractor warrants all labor, equipment and material for the periods set forth in the Bid Documents and to perform any corrective work or to install new replacement material or equipment if required without cost to the District.

15. Termination

A. This Agreement may be terminated "for cause" upon the occurrence of any of the following events:

- (1) Immediately upon the District delivering written notice to the Contractor of a breach by the Contractor of any of the policies, rules and regulations of the District relating to the health or safety of District residents or employees;
- (2) Immediately upon the Contractor's breach of its obligations to provide the required insurance coverage;
- (3) Immediately upon the Contractor's breach of any of its obligations under, or violation of, any applicable federal, state, or local law, regulation, requirement or ordinance; or
- (4) Fifteen calendar days after the Contractor has received written notice from the District that it has breached any of its other obligations hereunder, unless within such 15 calendar-day period the Contractor cures such breach to the District's satisfaction.

Upon termination of this Agreement “for cause”, the Contractor is not entitled to any payments hereunder.

B. This Agreement is automatically terminated upon the filing of a voluntary petition in bankruptcy or an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or state law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the Contractor which is not dismissed within 60 calendar days of filing. Upon termination of this Agreement pursuant to this subparagraph B, the Contractor is not entitled to any further payments hereunder.

C. This Agreement may be terminated by the District for convenience upon 30 calendar days written notice to the Contractor, at any time. Upon termination of this Agreement for convenience by the District, the Contractor is entitled to receive all sums due, accrued and unpaid as of the date of termination.

D. In the event of termination for any reason, all reports, services and products due to the District must be completed by the Contractor and delivered to the District within 30 calendar days of the termination date.

16. Notices: Any notices required or permitted to be given under the terms of this Agreement must be in writing and either personally delivered or sent by national recognized overnight carrier:

To the Contractor:

Address Set Forth
On the Bid

To the District:

Hauppauge Union Free School District
495 Hoffman Lane
Hauppauge, NY 11788-2836
Attention: Assistant Superintendent for
Business and Operations

With a copy to:
Lamb & Barnosky, LLP
534 Broadhollow Road, Suite 210
P.O. Box 9034
Melville, New York 11747
Attention: Eugene R. Barnosky, Esq.

17. Entire Agreement: This Agreement contains the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations, written or oral, by and between the parties.

18. Modification: This Agreement may not be changed orally, but only by an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

19. Governing Law, Choice of Forum and Waiver of Jury Trial: This Agreement is subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in a New York State Court in Suffolk County, New York. The parties each waive trial by jury in any action concerning this Agreement.

20. No Assignment: The Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its rights, title, or interest in this Agreement, or its power to

execute this Agreement to any other person or corporation without the previous consent in writing from the District.

21. Third-Party Beneficiaries: There are no third-party beneficiaries of or in this Agreement or any of the terms or provisions hereof or any of the rights, privileges, duties, liabilities or obligations created hereby.

22. Negotiated Agreement: This is a negotiated agreement, and this Agreement will not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

23. Iran Divestment Act of 2012: By signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

24. District's Policies/Authority: The Contractor certifies that it has reviewed and is familiar with the policies, rules and regulations of the District including, but not limited to, the District's anti-harassment and anti-discrimination policies and regulations and the District's Code of Conduct (collectively, "the Policies"). The Contractor will ensure that its employees, representatives, agents and subcontractors and any other person providing services or present on District property pursuant to this Agreement (collectively, "Contractor's Service Providers") review and become familiar with the Policies. Copies of the Policies are available at <http://www.hauppauge.k12.ny.us/domain/602>. The Contractor agrees that it will comply with the Policies and will cause Contractor's Service Providers to do the same.

THE CONTRACTOR HEREBY CONFIRMS THAT IT HAS IMPLEMENTED A WRITTEN ANTI-SEXUAL HARASSMENT POLICY THAT MEETS OR EXCEEDS THE REQUIREMENTS OF NEW YORK LABOR LAW SECTION 201-G AND THAT ANNUAL TRAINING REGARDING THIS POLICY IS AND WILL BE PROVIDED TO ALL OF ITS EMPLOYEES CONSISTENT WITH LAW.

Any allegation that the Contractor or one of Contractor's Service Providers has been subjected to harassment or discrimination while providing services or while present on District property pursuant to this Agreement must be reported immediately to the Deputy Superintendent (or to the Superintendent if the Deputy Superintendent is the subject of the allegation or concern). The Contractor confirms that it has notified the Contractor's Service Providers of this requirement.

The Contractor will carry out the orders, directions and policies conveyed by the District from time to time either orally or in writing, provided, however, that the Contractor will determine the manner of carrying out the Contractor's professional duties hereunder consistent with the Contractor's status as an independent contractor.

DETAILS OF MANAGEMENT AND KEY PERSONNEL

(SUBMIT THIS FORM WITH YOUR PROPOSAL)

Proposer shall provide details, including curriculum vitae, of all personnel who will be engaged in the provision and management of the services required by this RFP. Specifically Proposers shall provide this information in relation to personnel who will be responsible for:

- Identity of the key personnel who will be responsible for performing each services/task.
- Identity of the person who will be responsible for coordinating this inspection.
- Technical knowledge of the personnel who will be responsible for performing each service/task.
- Qualifications of the personnel responsible for each service/task.
- Relevant qualifications and training.
- Length of time with the Proposer’s organization.
- Position now held with the Proposer and length of time in this position.
- Experience (and role) in providing similar services over the past three years

Name	Qualification	Experience

REFERENCES:

(Submit this form with your RFP)

Proposers must include with their proposal, a minimum of three references where the Proposer provides similar services to the services described herein. References must include contact names and telephone numbers. Proposers must also demonstrate that the firm or at least one principal in the firm has been providing the necessary services for a minimum of three (3) years. Failure to include this information with your proposal may result in the RFP's rejection.

Reference (Name & Company)

Telephone Number

1. _____

2. _____

3. _____

4. _____

5. _____

Contact Details

(Please submit with your BID)

1.	Company name			
2.	Address			
3.	Telephone number			
4.	Fax number			
5.	Contact person			
6.	Position in Company			
7.	Email address			
8.	Website (if applicable)			
9.	Number of employees	Full time _____	Part Time _____	

HAUPPAUGE UNION FREE SCHOOL DISTRICT
NON-COLLUSIVE BIDDING CERTIFICATION

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 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;

(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.”

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 bid a signed statement which sets forth in detail 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).

If this is submitted by a corporate entity, the corporate entity shall be deemed to have been authorized by the board of directors (or comparable entity) of the bidder, and such authorization shall be deemed to include the signing and submission of this bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporate entity.

Name of Bidder: _____ (Print)

_____ (Signature)

_____ (Print Name)

_____ (Print Title)

Date: _____

Insurance Certification

Hauppauge Union Free School District

Bid - Driver Education

Your insurance representative must complete the form below in order for you to be considered for the award of this bid, and it is important that you complete the Bidder's Acknowledgement section of this form. Please note that a certificate of insurance showing your current insurance must accompany your bid submission in order for your bid to be considered.

Insurance Representative's Acknowledgment:

We have reviewed the insurance requirements set forth in the Bid Documents (including any Addenda thereto) and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Insurance Representative: _____

Address: _____

Are you an agent for the companies providing the coverage:
Yes _____ No _____

Date: _____
Insurance Representative _____