

**REQUEST FOR PROPOSALS FOR
ARCHITECTURAL/ENGINEERING SERVICES
TRI-VALLEY CENTRAL SCHOOL DISTRICT**

GENERAL INFORMATION/CONDITIONS:

The purpose of this request for proposals (“RFP”) is to help Tri-Valley Central School District (“School District”) select a qualified firm(s) to provide comprehensive Architectural/Engineering services to develop long-range facilities plans in conjunction with the School District Board of Education and to establish a multi-phase timeline for the associated capital improvement projects to fulfill both the School District’s short-term and long-term facilities goals.

SCHOOL DISTRICT INFORMATION:

Tri-Valley Central School District:

The School District, situated in Sullivan and Ulster Counties, New York, encompasses a land area of approximately 65 acres and serves a student body of approximately 850 students in grades pre–K through 12. The School District owns multiple facilities, including the District Office (approximately 3,120 square feet), the Elementary School (approximately 46,300 square feet), and the High School (approximately 183,000 square feet). Additional buildings include the Garage (approximately 1,500 sq. ft.), Greenhouse #1 (1,600 sq. ft.), Greenhouse #2 (3,230 sq. ft.), and the Maintenance Building (4,830 sq. ft.). The School District is contemplating projects to repair its infrastructure and facilities, upgrade its learning spaces, potentially a new gymnasium, and athletic field upgrades.

The following criteria are to be considered when preparing a response to this RFP:

- A. The comprehensive services to be provided include architectural, structural, mechanical, electrical, plumbing, fire protection and civil engineering services.
- B. The School District may contract with a construction manager to provide construction management services in connection with one or more projects.
- C. Plans and specifications are to be prepared for use in a “Public Bid – Multiple Prime” project delivery system, which involves competitive bidding with multiple Prime Contractors and/or procurement without competitive bidding in compliance with the School District’s policies and procedures and applicable New York State law, including, without limitation, New York State Education Department regulations.
- D. The proposal should include services necessary to produce a five-year capital facilities plan (“5 Year Plan”) from the data collected in the School District building condition survey (“BCS”).

The 5 Year Plan must:

- Propose corrective actions with estimated cost to repair/replace per deficiency;

- Rank and prioritize all deficient conditions and associated corrective actions;
- Highlight any conditions or deficiencies that pose an imminent threat to health or safety;
- Highlight any opportunities for improved energy efficiency; and
- Provide digital photographic documentation of the building(s) and major deficiencies.

Proposers submitting proposals must be able to document their experience in providing Architectural/Engineering Services to comparable New York State school districts. Additionally, Proposers shall document their staff capacity and expertise to meet the requirements of the School District generally and the unique requirements of the projects specifically.

The pre-proposal meeting and inspection, if any, will be held at the discretion of the School District, subject to the School District's procedures and infection control protocols.

All questions regarding this RFP are to be written and directed via email to Tri-Valley Central School District:

Richard Bebenroth
Assistant Superintendent for Business and Finance
34 Moore Hill Rd
Grahamsville, N Y 12740
Email: RichardBebenroth@trivalleycsd.org

For a Proposer to be considered for engagement, an original plus eight (8) copies of their proposal plus an electronic submission, must be submitted to:

Richard Bebenroth
Assistant Superintendent for Business and Finance
34 Moore Hill Rd
Grahamsville, N Y 12446
Email: RichardBebenroth@trivalleycsd.org

Each proposal shall be submitted in a sealed envelope plainly labeled on the outside as follows: **“PROPOSAL FOR ARCHITECTURAL/ENGINEERING SERVICES”**

The deadline for submission of proposals is Friday, November 14th, 2025 at 2:00 p.m. EST.

Proposers are responsible for submitting their proposals as set forth herein to the appropriate location at or prior to the deadline. **No proposals will be accepted after the deadline.** Any proposals received after the deadline will be returned unopened to the Proposer and the electronic submission will be deleted. Submissions by mail/overnight delivery will assume the risk of delays in the mail/delivery service.

The School District reserves the right to reject any or all proposals submitted or to accept any proposal which, in the opinion of the School District, will be in the best interest of the School District.

The terms of the proposals shall be irrevocable for a period of ninety (90) days from the proposal deadline date.

Each item in this section of the RFP should be specifically addressed. Otherwise, indicate why no response is given. Identify the item to be addressed in the introduction to each response. Please limit your responses to include only relevant material, as requested by each question. Make sure to address your specific qualifications as they relate to each question.

Upon opening of the proposals, the School District will review each for completeness. All Proposers will be notified as to whether their proposals were received on time and accepted, and whether they were selected for further consideration. Any interviews with selected Proposers will be arranged for mutually convenient times.

RFP TIMELINE:

EVENT	Date
Notice of RFP published	October 14, 2025
Inspection (at the /District discretion)	November 5, 2025
Proposal Due Date	November 14, 2025 at 2:00 p.m. EST
Interviews (at the /District discretion)	December 1-4, 2025
Anticipated Board of Education consideration/award	By December 11, 2025
Contract(s) anticipated effective date	By January 1, 2026

School District reserves the right to revise the timeline without notice in its sole discretion.

PERIOD OF ENGAGEMENT:

The services are to be covered by one or more contracts and are subject to appropriation by the School District. If there is no appropriation, then the contract will become null and void and of no force and effect.

POINT OF CONTACT:

RFP documents are distributed solely by the School District. Copies of RFP documents obtained from any other source are not considered official copies and may not be valid. Only those Proposers who obtain RFP documents from the School District will be sent addendum information if such information is issued.

Limited requests for clarification or additional information regarding this Request for Proposals are to be submitted in writing prior to the proposal opening. **Verbal questions will not be entertained.** Questions may be submitted **via email** to Richard Bebenroth, RichardBebenroth@TriValleyCSD.org. Questions must be submitted at least 72 hours prior to the proposal opening. Failure to do so may result in rejection of the proposal as being unresponsive. Any substantive requests for information that are received and responded to by the School District will be provided to all prospective Proposers in the form of an addendum.

CONFIDENTIALITY

The Proposers acknowledge that all information, records, files, documents, or reports provided to the Proposer by the School District shall be considered confidential and shall be always handled accordingly. It shall be the Proposer's responsibility to protect and insure all portions of the School District's materials and records in its possession. Neither the Proposer nor any of its employees, contractors, agents, or volunteers shall at any time be permitted to utilize such confidential information for any purpose outside the scope of this RFP or subsequent contract without the expressed prior written authorization of the School District. Any breach of this confidentiality by the Proposer or any of its employees, agents or volunteers may result in the immediate termination of any resulting contract by the School District.

DISCLOSURE OF PROPOSALS

To the extent permitted by law, Proposers' proposals will not be disclosed, except for purposes of evaluation, prior to approval of the resulting contract by the School District. All material submitted becomes the property of the School District and may be returned or retained at the School District's discretion. Submitted proposals may be reviewed and evaluated by any person other than one associated with a competing Proposer, as designated by the School District. The School District reserves the right to use all ideas presented in any response to the RFP. Selection or rejection of a proposal does not affect this right. If a Proposer believes that any information in its proposal constitutes a trade secret or sensitive financial information and wishes such information not be disclosed if requested by a member of the public pursuant to the State Freedom of Information Law, Article 6 of the Public Officers Law, the Proposer shall submit with its proposal a letter specially identifying the page number, line or other appropriate designation that information which is a trade secret and explain in detail why such information is a trade secret. Failure by a Proposer to submit such a letter with its proposal identifying trade secrets shall constitute a waiver by the applicant of any rights it may have under Section 89 (Subdivision 5) of the Public Officers Law relating to protection of trade secrets.

PROPOSAL COSTS:

The Proposer warrants, represents, and confirms that there will be no cost to the School District in connection with the submission of its proposal or any future proposals or amendments. All costs associated with preparing a response to this RFP are the responsibility of the Proposer. There is no expressed or implied obligation for the School District to reimburse the Proposer for any expense incurred in preparing proposals in response to this RFP.

MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Any proposal may be withdrawn or modified by written request of the Proposer, provided such request is received by the School District prior to the date and time set for receipt of proposals.

RIGHT TO REJECT PROPOSALS:

This RFP does not commit the School District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The School District intends to award a contract based on the best interest and advantage to the School District and reserves the right to accept or reject any or all proposals received because of this request, to negotiate with all qualified proposers, or to cancel this RFP, in part, or in its entirety. The School District may select as the successful proposal that proposal which, in the School District's sole discretion and with whatever modifications the School District and the Proposer may mutually agree upon, best meets the School District's needs, whether 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 School District/, in its sole discretion, shall enter into a contract with the Proposer that it selects.

THE CONTRACT:

The contractual provisions governing the parties will be in substantially the same form as the attached sample contract for pre and post-referendum services (Attachment A). Any proposed changes to the attachment must be submitted with the proposer's proposal. Substantive changes to the sample contract will not be considered by the School District. The School District retains the option of canceling the award if the successful Proposer fails to accept the terms, conditions, and obligations contained in a proposed contract. The Board reserves the right to revise the obligations set forth in the contract, negotiate with any or all Proposers, and enter into a contract for services with a Proposer on terms and conditions that are in the School District's best interest. Note, the School District will not accept any provision limiting the liability of the Architect.

FORMAT OF PROPOSALS:

To enable the School District to compare the proposals received, your proposal must include complete information as requested in this RFP and in the:

**ARCHITECTURAL/ENGINEERING SERVICES QUESTIONNAIRE
ARCHITECTURAL/ENGINEERING SERVICES FEES FORM**

It must also include the following completed forms which are attached hereto:

- Receipt Confirmation Form
- Bid Proposal Certification and Non-Collusive Bidding Certification
- Certificate and Signature Form
- Iran Divestment Act Certification

INSURANCE:

No Proposer shall commence work for the School District until it has provided evidence of insurance coverage reasonably acceptable to the School District as set forth in the attached sample contract. Submission of evidence of insurance coverage and approval of the insurance by the School District shall not limit or decrease the liability of the Proposer.

EXPECTED SCOPE OF SERVICES

The scope of services required by the School District is to be determined. The successful Proposer will work within a defined construction or other budget and milestone schedule.

CRITERIA FOR EVALUATING PROPOSALS:

- Qualifications and experience of the Proposer and other key personnel.

- Knowledge of and experience with NYS Education Department procedures regarding construction projects and other state and federal laws affecting the operations of public-school districts and School District.

- Recommendations from other school districts.

- Extent of services offered, and depth and extent of overall resources that can be used by the School District.

- Architectural fees.

- Accuracy of estimating costs for previous school construction projects.

- Timeliness in completing previous school construction projects.

- How well the Proposer's representatives presented themselves to School District officials.

- The willingness and ability to maintain continuity of staff working on a project to allow the School District to develop a strong professional relationship.
- Communication techniques.
- Field visits to completed construction projects.
- Percentage of change orders based on revisions required in plans and specifications for previously completed school construction projects, other than those requested by the subject school districts.

School District Administrators and Board of Education members will review the proposals received and evaluate them.

Proposers considered to be most qualified may be invited to the School District for an interview at the School administrative offices. Any Proposer selected for an interview should prepare a brief presentation based on the information requested in the Architectural/Engineering Services Questionnaire and the Architectural/Engineering Services Fees Form, both of which are attached hereto. **The School District expects that the individual in charge, to be assigned to the Project, will participate in the interview, if the firm is selected to proceed to the interview stage.**

The School District reserves the right to examine any other criteria and take the same into consideration and reject any Proposer or proposal despite its compliance with these criteria, if it determines that to do so would be in the best interest of the School District.

The School District reserves the right to reject any or all proposals submitted, to request additional information from one or more of the Proposers, and to negotiate with one or more of the finalists regarding the terms of the engagement and the contract(s). The School District intends to select the Proposer that, in its opinion, is best qualified to meet the School District's needs.

TRI-VALLEY CENTRAL SCHOOL DISTRICT

ARCHITECTURAL/ENGINEERING SERVICES QUESTIONNAIRE

Firm Name: _____ **Date:** _____

Address: _____

Contact Person: _____

Phone: _____

Email: _____

A. Company Profile

Please provide a profile of your firm, including:

1. An organizational chart.
2. The size of the firm (number of employees).
3. The number of years the firm has been in business.
4. The type of services the firm provides (e.g., full service, limited service with subcontractors, etc.).
5. The background of the firm.
6. The location and address of the office from which the work for this School District will be performed.

B. Key Personnel and Experience

1. Provide a list of individuals in the firm with expertise in **public school construction** who will be directly involved with the School District and whose participation will be contractually committed.
 - For each, submit résumés that include (without limitation):
 - a. Years of experience in NYS public school construction.
 - b. Educational background.
 - c. Date employment began with the firm.
 - d. Experience in designing NYS public school projects in the proposed position.
 - e. Special skills.

- f. References with names and telephone numbers of contacts.
- g. Approximate percentage of work time each key person would devote to the School District.

2. On a **separate page**, list all school districts you are currently working with, or have worked with in the past seven (7) years. For each, include:
 - a. Project name.
 - b. School district contact (name and telephone number).
 - c. Referendum amount.
 - d. Construction cost.
 - e. Scheduled completion date.
 - f. Actual completion date.
3. Total number of firm personnel with expertise in **NYS Education Department procedures** for public school construction projects: _____.

C. Project Management and Availability

1. Will the architect's project manager be available to attend Board meetings and other special meetings (mostly evenings) when required?
 Yes No
2. Do you have any conflicts of interest or affiliations with employees of the School District that would prohibit or restrict your representation?
 Yes No
 - If yes, specify on a separate schedule.

D. Litigation and Claims

1. Has your firm been involved in any litigation, arbitration, or claims involving a NYS public school district in the past fifteen (15) years under your current or former company names?
 Yes No
 - If yes, specify details on a separate schedule (including whether the litigation was filed by or against you).
2. Has your firm been involved in any litigation, arbitration, or claims involving an owner other than a NYS public school district in the past fifteen (15) years?
 Yes No

- If yes, specify details on a separate schedule (including whether the litigation was filed by or against you).

E. Insurance

1. General Liability Insurance:

- Specify coverage amounts and whether coverage is **claims-made** or **occurrence-based**.
- Provide an example certificate of insurance.
- Confirm agreement to indemnify the School District for any applicable deductibles.
- Acknowledge that failure to obtain insurance is a material breach of contract.

2. Professional Liability Insurance:

- Specify coverage amounts and whether coverage is **claims-made** or **occurrence-based**.

F. Project Approach

1. Briefly describe theories or concepts your firm will use to ensure timely project completion.
2. Discuss your approach and procedures for handling **change orders**.
3. Comment on your approach to meeting the School District's construction schedule and the steps you would take to enforce requirements.
4. Describe how your firm has minimized school program disruption in past projects, and how you will do so for this Project.

G. Relevant Experience

1. Provide the **volume of construction costs** for school projects completed last year and the average size of your projects.
2. List the **last five projects over \$10,000,000**, including:

- Scope.
 - Fee.
 - Change order total (with amount requested by Owner identified).
3. Provide a concise description of:
- Methodology.
 - General design and construction administration concepts.
 - Other relevant information.

H. Cost Management

1. Outline methods/techniques used in the past to:
 - Estimate and forecast costs.
 - Maintain budget and cost containment.
2. Describe experience representing owners in the **analysis and resolution of construction claims**.
3. Demonstrate experience with current technologies used in connection with **major construction trades**.

I. Additional Information

- Present any other relevant information or data pertinent to the selection process.
- Complete the attached **Architectural/Engineering Services Fees Form**.

Please indicate the fees you would charge for the services listed below, including potential capital projects based on the alternative Construction Costs set forth in the tables below.

Items 1–5 must be completed.

1. CAPITAL OUTLAY PROJECT (\$100,000)

- a. Fee based on a % of Construction Cost: _____ %
- b. Lump Sum Fee: \$ _____

2. PRE-REFERENDUM SERVICES

- Fee: \$ _____
- OR Method of Calculation: _____

3. POST-REFERENDUM SERVICES (in connection with a capital project)

Construction Cost determined at the time of SED submission

- Fee based on a % of Construction Cost:
 - 1. \$5,000,000 or less: _____ %
 - 2. \$5,000,001 – \$20,000,000: _____ %
 - 3. \$20,000,001 – \$50,000,000: _____ %
 - 4. \$50,000,000 or more: _____ %
- Other method of calculation (if any): _____

4. POST-REFERENDUM SERVICES (in connection with subsequent project(s) to “spend down” authorized funding)

This applies when the School District chooses to utilize excess authorized funding for expansion/continuation of the same project.

Construction Cost determined at the time of SED submission

- Fee based on a % of Construction Cost:
 1. \$5,000,000 or less: _____ %
 2. \$5,000,001 – \$20,000,000: _____ %
 3. \$20,000,001 – \$50,000,000: _____ %
 4. \$50,000,000 or more: _____ %

 - Other method of calculation (if any): _____
-

5. MISCELLANEOUS SERVICES

	Service	Fee to be charged or method of calculation
1	Updating Five-Year Capital Plan	
2	Educational Space Planning	
3	Spill Prevention Countermeasures Control Plan	
4	Drawing, Scanning and Orientation of Capital Project Files and Maps	
5	Energy Performance Evaluation	
6	Electrical Testing, Arc Flash Testing, Electrical Panel Survey	
7	Security Assessment and evaluation to determine options for different levels of security	
8	Lead Assessment	
9	Radon testing	
10	Fuel Island and pump inspection	
11	Site and Field orientation	
12	Other suggested services	

Firms may provide any additional information that will assist the School District / in a fair and equitable comparison of fees and services.

TRI-VALLEY CENTRAL SCHOOL DISTRICT

RFP Receipt Confirmation Form

Please complete and return this confirmation form within 5 working days of receiving the RFP to:

Richard Bebenroth
Assistant Superintendent for Business and Finance
34 Moore Hill Rd
Grahamsville, N Y 12446
Email: RichardBebenroth@trivalleycsd.org

RE: REQUEST FOR PROPOSALS
ARCHITECTURAL/ENGINEERING SERVICES

Failure to return this form may result in no further communication or addenda regarding this RFP.

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Phone Number: _____ Ext: _____ Fax: _____

email: _____

I have received a copy of the above-noted proposal.

We will be submitting a proposal.

We will not be submitting a proposal.

If you are responding that you are not submitting a proposal, please explain:

TRI-VALLEY CENTRAL SCHOOL DISTRICT

ARCHITECTURAL/ENGINEERING SERVICES RFP

BID PROPOSAL CERTIFICATION

Firm Name _____

Business Address _____

Telephone Number _____ **Date of Bid** _____

General Bid Certification

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

II. Non-Collusive Bidding Certification

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

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

“(A) By submission of this bid, each bidder and each person signing on behalf of any bidder 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 bidder or with any competitor;
- 0. Unless otherwise requested 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 –

No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.”

(B) A bid shall not be considered for award nor shall any award be made where (A) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the 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 bidder (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 bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors to the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature (Authorized) _____ Title _____

CERTIFICATE AND SIGNATURE FORM

RE: RFP TRI-VALLEY CENTRAL SCHOOL DISTRICT
ARCHITECTURAL/ENGINEERING SERVICES

PLEASE COMPLETE AND RETURN WITH YOUR BID:

THE BIDDER DECLARES AND CERTIFIES:

1ST: THAT NO MEMBER OF THE BOARD OF EDUCATION OF THE TRI-VALLEY CENTRAL SCHOOL DISTRICT, COUNTY OF SULLIVAN, NY, NOR ANY OFFICER OR EMPLOYEE OR PERSON WHOSE SALARY IS PAYABLE IN WHOLE OR IN PART FROM THE TREASURY OF SAID BOARD OF EDUCATION IS DIRECTLY OR INDIRECTLY INTERESTED IN THIS BID OR IN THE MATERIALS, EQUIPMENT, OR SERVICES TO WHICH IT RELATES, OR IN ANY PORTION OF THE PROFITS THEREOF.

2ND: THAT THE SAID BIDDER HAS CAREFULLY EXAMINED THE INSTRUCTIONS TO BIDDERS, 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 STATED, 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: _____

FIRM: _____

FAX NUMBER: _____

ADDRESS: _____

NAME: _____
(CONTACT PERSON FOR INQUIRIES)

AUTHORIZED SIGNATURE: _____

TITLE: _____

TRI-VALLEY CENTRAL SCHOOL DISTRICT/SULLIVAN
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, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder 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 Bidder 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 Bidder cannot make the certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The SULLIVAN ("") and Tri-Valley Central School District ("School District") may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

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 a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or

The School District decides that the goods and services are necessary for the School 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 a decision shall be made in writing and shall be a public document.

During the term of the Contract, should the School District receive information that a person is in violation of the above-referenced certifications, the School 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 School 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 School District/BOCES 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.

DATE	SIGNATURE
BUSINESS NAME	PRINTED NAME

TITLE