



*A Community of Learning*

---

**STEPHANIE STELLA**

*Sr. Buyer*

**INVITATION TO BID**

**FOR**

**UNIFORMS**

**SEALED BIDS MUST BE CLEARLY MARKED "THIS ENVELOPE CONTAINS A SEALED BID". THE BID OPENING DATE, TITLE OF THE BID AND THE BIDDER'S NAME MUST ALSO BE INCLUDED ON THE OUTSIDE OF THE ENVELOPE. BIDDER ASSUMES THE RISK OF ANY DELAY IN THE MAIL OR IN THE HANDLING OF THE MAIL BY EMPLOYEES OF THE DISTRICT.**

Bids must be delivered to the Purchasing Department of the Central Administrative Offices, 131 West Broad Street, Rochester, New York, 14614, on or before the date and time indicated, at which time and place all bids will be opened and read:

**BID OPENING: Tuesday, April 21, 2026 at 2:00 p.m.**

Contact Stephanie Stella, at (585) 262-8117 for information regarding this bid.

**CONTRACT REQUIREMENTS**

(For specific information regarding contract requirements, see the General Terms and Conditions and Instructions to Bidders)

DESCRIPTIVE LITERATURE AND/OR TECHNICAL DATA: NOT APPLICABLE

SAMPLES: NOT APPLICABLE

MATERIAL SAFETY DATA SHEETS: NOT APPLICABLE

BID BOND: NOT APPLICABLE

PERFORMANCE BOND: NOT APPLICABLE

INSURANCE: NOT APPLICABLE

**BID SUBMITTED BY:**

DOCUMENT NO.: RFB-PUR-UNIFORMS2026

ADVERTISEMENT DATE: April 6, 2026

---

**COMPANY NAME**

## ROCHESTER CITY SCHOOL DISTRICT

### PURCHASING DEPARTMENT

#### GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS TO BIDDERS

The general terms and conditions and instructions to bidders which follow and the special terms and conditions, if any, are expressly incorporated into this Invitation To Bid, and any resultant award and purchase order(s) issued by the Director of Procurement and Supply, hereinafter referred to as the "Director". Bidders are expected to fully inform themselves as to the conditions, requirements and specifications of the Rochester City School District, hereinafter referred to as the "District", before submitting their bid; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of having been uninformed. The Director is authorized by the Board of Education, hereinafter referred to as the "Board", to enforce all terms and conditions of this Invitation to Bid and any resultant award.

Bids on any Invitation issued by the Purchasing Department will bind bidders to all of the requirements set forth herein and shall be subject to all applicable laws, ordinances, rules, regulations and limitations of the District, City of Rochester, County of Monroe, State of New York and the United States government as well as any agencies, commissions, departments or authorities thereof.

#### CONDITIONS OF BIDDING

- 1. Distribution of Bidding Document(s):** The Rochester City School District officially distributes bidding documents through the Empire State Municipal Purchasing Group's Bid Notification System (BidNet). Copies of bidding documents obtained from any other sources are not considered official copies. Only those vendors who obtain bidding documents from the Empire State Bid Notification System are guaranteed to receive addendum information, if such information is issued.
- 2. Proposal and Proposal Form(s):** All bid prices shall be in U.S. dollars and shall be either typewritten or in ink. Bids shall be submitted only on the Proposal form(s) provided with these specifications. The bidder shall submit an original signed and sealed in an envelope clearly marked "**THIS ENVELOPE CONTAINS A SEALED BID**". **THE BID OPENING DATE, TITLE OF THE BID AND THE BIDDER'S NAME MUST ALSO BE INCLUDED ON THE OUTSIDE OF THE ENVELOPE.** Bidder shall photocopy the entire document for bidder's file.
- 3. Certification Form:** The Non-Collusive Bidding Certification attached to these documents must be signed by the bidder certifying that this bid is made independently without prior knowledge of competitive prices and without any previous understanding or agreement with any person, firm, or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
- 4. Conflict of Interest:** In signing this bid, bidder certifies that no employee, officer or appointee of the District, or any Consultant to the District, or member of the immediate family thereof, or any person representing or purporting to represent any member of the Board has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other form of remuneration on account of the acts of awarding and/or executing the contract. Any contract entered into in violation of the intent of this provision shall be declared null and void and all monies received by the Contractor shall be returned to the District.
- 5. Investment Activities in Iran:** Pursuant to State Finance Law §165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy section. By submission of this bid, the bidder identified herein, and each person signing on behalf of the bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and behalf, that this bidder is not on the list created pursuant to paragraph (b) of subdivision 3 Section 165-a of the state finance law.
- 6. Submission of Bid:** Electronic and facsimile bids will not be accepted by the Purchasing Department.

7. **Late Bids:** Formal Bids, amendments thereto, or requests for withdrawal of bids received by the District after the time specified for bid opening will be date stamped as evidence of late arrival and returned to the bidder unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the District. Whether sent by mail or by personal delivery, the bidder assumes the responsibility for having the bid submitted on time. The time clock located in the Purchasing Department is designated the official timepiece for submission of bids. BIDS MUST BE SUBMITTED IN THE PURCHASING DEPARTMENT EVEN IF THEY ARE TO BE OPENED ELSEWHERE.
8. **Withdrawal of Bids:** A request for the withdrawal of a bid or any part thereof may be granted at the sole discretion of the Director. Such request must be submitted in writing and received by the Purchasing Department prior to the time specified for bid opening.
9. **Bids Binding 45 Days:** All bids shall be binding, i.e., not subject to withdrawal, for forty five (45) calendar days following bid opening, unless the bidder, upon request of the Director, agrees to an extension.
10. **Identical Bidding:** Executive Order No. 10936 dated April 24, 1961 states that all identical bids exceeding \$1,000.00 in total submitted to the District as a result of advertisement for goods and/or services must be reported to the Attorney General of the United States in accordance with Form DJ-1510 for possible violation of anti-trust laws.
11. **Completeness:** All information required by the Invitation to Bid must be supplied to constitute a proper bid.
12. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part at the sole discretion of the Director.
13. **Alterations:** All general terms and conditions and instructions to bidders and all special terms and conditions, if any, shall not be modified by the bidder. The Director shall have the right to treat any bid submitted with additional or differing provisions as informal. Where the bidder submits a bid for goods and/or services which varies from the specifications, the decision of the Director shall be final as to whether such goods and/or services are equivalent to the goods and/or services requested. Alterations or changes in the specifications can only be made by the Director by means of an Addendum to the Invitation to Bid, and any other alteration or modification that is not signed by the Director shall be void.
14. **Precedential Order:** If the bidder for a service contract or a service and supply contract requires additional documents to be signed or if, in the case of equipment, a maintenance agreement is purchased, the terms and conditions contained in this bid document shall take precedence and be controlling of the obligations between the parties despite additional or inconsistent terms and conditions. Any additional documents or agreements must be submitted with the bid.
15. **Multiple Bids:** Bidder shall not offer more than one price on any item even though it may be felt that there are two or more types or styles that will meet the specifications. Bidders must determine for themselves which to offer.
16. **Bids for All or Part:** The Director reserves the right to make an award on all items or groups, or on any of the items or groups according to the best interests of the District. Bidder may restrict the bid to consideration of award in the aggregate by so stating, but must name a unit price for each item bid. Any bid in which the bidder names a total price for all of the items without quoting a price on each and every item, may be rejected at the sole discretion of the Director. An aggregate award will not bind the District to order all items at once or in the quantities listed.
17. **Errors in Bids:** When an error is made in extending total prices, the unit price will prevail. Erasures or changes in bids must be initialed.
18. **Taxes:** The Department of Taxation and Finance ruling dated 7/13/65, provides that a governmental purchase order in the possession of a vendor relieves the vendor from collecting the sales and use taxes on sales to such organizations. The price bid shall be net and shall not include the amount of any such tax.

19. **Questions Regarding Specifications:** Except for Public Works, any information relative to interpretation of specifications and drawings, if any, shall be requested of the Director, in writing. Do not make inquiries by phone or in person. Inquiries received within four (4) business days of the bid opening will not be given any consideration. Addendum to the Invitation to Bid, which results from inquiries, will be sent to all prospective bidders via BidNet no later than three (3) business days before the bid opening. Oral answers will not be binding on the District.
20. **Competency of Bidder:** If requested in writing by the Director, the bidder must present, within forty-eight (48) hours, satisfactory evidence of the ability to perform and possession of the necessary facilities, monetary resources and adequate insurance to comply with the terms of these documents and specifications.
21. **Descriptive Literature:** If requested by the Director, the bidder(s) shall submit descriptive literature, technical data and, if applicable, drawings, detailing the design, construction and features of the product or work that is being proposed.
22. **Samples:** If requested by the Director, the bidder will be required to submit a sample(s) and, if necessary, demonstrate the product(s) being bid. The sample(s) and/or demonstration(s) will be evaluated by representatives of the District to determine whether or not specifications have been met. Failure to furnish the sample(s) or demonstrate the product(s) within five (5) business days after request, shall be deemed sufficient grounds for disqualification. In signing this bid, the bidder certifies that each and every item furnished and delivered thereafter will be of the same manufacturer and product as the sample(s) submitted. Failure in this regard will be grounds for immediate revocation of the contract.

Samples may be picked up, or mailed at bidder's expense, within forty-five (45) calendar days after bid opening, otherwise, they will be disposed of by the District.

### SPECIFICATIONS

23. **Brand Name:** The reference to a name brand establishes the quality level and performance characteristics required. Bids on other makes or models will be considered, provided the bidder clearly indicates the proposed product and submits, with the bid, descriptive literature and technical data which clearly indicates the characteristics of the product. The Director reserves the right to approve as equal, or reject as not being equal, any product the bidder proposes to furnish.  
  
Whenever the specifications identify a product by a manufacturer's name and catalog number or model number, it is understood that the bidder proposes to furnish the product so identified, including items listed in the manufacturer's catalog as being regularly furnished with the product, and does not propose to furnish an equivalent unless the proposed equivalent is so indicated by the bidder.
24. **New Goods, Fresh Stock:** All goods, unless otherwise specifically stated, shall be new goods, fresh stock, latest model, design or pack.
25. **Compliance with Laws and Standards:** Whenever mention is made that any material or workmanship is to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M., A.N.S.I. or other standard, these requirements shall be the minimum requirements of these specifications.
26. **Deviations:** The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission. All deviations from the specifications are to be noted in detail, in writing, and submitted with the bid.
27. **Specific Bid Quantities:** Where quantities are specifically stated, award will bind the District to order the quantities specified and to pay for, at contract prices, all such goods. However, the District will not be required to accept delivery of any unordered balances as of the contract expiration date.
28. **Requirements Bid Quantities:** On bids where quantities are estimated, award will bind the District to pay for, at contract prices, only quantities ordered and delivered.

## BONDS AND INSURANCE

29. **Bid Deposit:** When required elsewhere in these documents, each bid must be accompanied by a bid bond signed by a surety company acceptable to the District, or by a certified check, bank check, U.S. Postal money order, Irrevocable Letter Of Credit or other direct obligation drawn on a bank doing business in the United States and shall be made payable to the Rochester City School District.
30. **Performance Bond:** When required elsewhere in these documents, successful bidder must furnish a Performance Bond and Labor and Material Payment Bond within ten (10) business days of written notification by the District. The surety company must be acceptable to the District. Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds. Failure to furnish the required bonds will result in forfeiture of bid bond as liquidated damages and will result in rejection of the bid. At its option, the District shall have the right to accept certified checks, Irrevocable Letters Of Credit or such other security as the District deems appropriate in satisfaction of the bonding requirements. Acceptable bonds will be required prior to contract award by the Board.
31. **Insurance:** When required elsewhere in these documents, successful bidder must furnish proof of insurance, utilizing a form acceptable to the District, in the kinds and amounts specified within ten (10) business days of written notification by the District. The insurance company must be licensed by the State of New York and have a rating of B+ or better as listed in the most recent "Best Key Rating Guide". Such certificate shall provide for thirty (30) calendar days written notice of any changes or cancellation of required coverages. Failure to furnish acceptable insurance will result in rejection of the bid. Acceptable certificates will be required prior to contract award by the Board.

## AWARD

32. **Award or Rejection of Bids:** The Board of Education and the Rochester City School District reserve their full discretion to withhold any award; and /or to reject all bids and to re-advertise, as authorized by General Municipal Law § 103(1), at any time prior to the formal execution of a contract by both the District and the contractor.

The contract will be awarded to the lowest responsive and responsible bidder in accordance with the Method of Award contained elsewhere in these documents, provided the bid price is reasonable and it is in the best interest of the District to accept it. The lowest price will be determined by analyzing bids to the lowest common denominator. The Director reserves the right to award all items to one bidder, reject any or all bids and to waive any informality in bids whenever such award, rejection or waiver is in the best interest of the District.

In determining a bidder's responsiveness, the Director shall consider alterations to these documents which limit the bidder's liability and deviations from the advertised specifications which materially affect price, quantity and quality.

In determining responsibility, the Director shall consider price and qualifications which include but are not limited to:

- a) Previous performance under District contracts, or contracts of comparable size with other customers.
- b) Failure to perform properly or complete contracts of a similar nature on time.
- c) Previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the District.
- d) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- e) The sufficiency of the financial resources and ability of the bidder to perform the contract.
- f) Whether the bidder is in arrears to the District, in debt on contract or is a defaulter on surety to the District.
- g) The quality, availability and adaptability of the goods to the particular use required.

- h) The ability, capacity and skill of the bidder to perform the service required within the specified time.
  - i) The ability of the bidder to provide future maintenance and service.
  - j) Such other information as may be secured by the Director having a bearing on the decision to make the award.
33. **Tie Bids:** If two or more responsive and responsible bidders submit identical bids, the Board may award the contract to any of such bidders (General Municipal Law Section 103, Sub. 1).
34. **Notice of Award:** The successful bidder(s) will be notified by means of a letter signed by the Director outlining the items which have been awarded and the contract expiration date. This letter will be deemed to result in a binding contract. Successful bidder will take no further action except on the basis of a Purchase Order(s).
- a) Bidders shall have no legal rights or expectation to a contract unless and until all necessary authorizations as outlined above, are completed by the District, and the contract has been formally executed.
  - b) Any preliminary notification relating to a potential award and contract shall be in writing, from the Director or his designee; and any such written notice shall be deemed to be advisory only, constituting no promise or assurance that a contract will be authorized or executed. Any notice provided by the Director pursuant to the general conditions shall expressly state that it is advisory, that no promise or assurance is being made upon which the bidder may rely to its detriment; and that the discretion of the Board of Education and of the District to withhold an award, and/or to reject all bids is not waived.
35. **Assumption of Risk:** The bidder is hereby advised that until all contracting requirements are complete, and a contract has been formally executed by both the bidder/contractor and the District, the District shall not be liable for work done in preparation for, or in furtherance of the objectives of said contract. Any work performed or expense incurred by a bidder/contractor prior to the execution of a contract shall be deemed to be a voluntary act or gift, done at the risk of the bidder/contractor.

#### **DELIVERY PROVISIONS**

36. **F.O.B. Destination Delivery:** All goods shall be delivered F.O.B. Destination to the location designated by the District either in these documents or on the Purchase Order(s). The bidder shall include in the bid price all reasonable and necessary transportation, shipping, handling and delivery charges. Delivery shall not be complete until the goods, if required, are placed and installed in the building, room, or other location specified by the District.
37. **Responsibility for Goods Shipped and Risk of Loss:** The Contractor shall be responsible for the goods until they are delivered to the designated point and received, properly installed if necessary, and approved by the District. The Contractor shall bear all risk and expense for rejected goods. Upon failure to remove rejected goods within ten (10) business days after notification, the District may return the rejected goods to the Contractor at Contractor's risk and expense, or dispose of them as its own property.
38. **Placing Orders:** Orders will be placed with the Contractor on either a Purchase Order or Blanket Purchase Order executed and released by the Director. Telephone orders may be placed directly with the Contractor by the Ordering Department only if the Contractor is in receipt of a properly executed Blanket Purchase Order. Contractor shall not deliver any goods and/or provide any services without being in possession of a valid Purchase Order or Blanket Purchase Order. Goods shipped and/or services rendered without said documents will not bind the District for payment.
39. **Inspection:** Preliminary inspection will be made upon delivery. Final inspection shall be conclusive except with regard to latent defects, fraud, or such gross mistakes which amount to fraud. Final inspection will be made as promptly as practicable, but failure to inspect and accept or reject goods shall not impose liability on the District for such goods that are not in accordance with the specifications. All delivered goods shall be approved subject to inspection, physical count, and compliance with specifications.

40. **Packing Slips or Delivery Tickets:** All deliveries shall be accompanied by a packing slip or delivery ticket and shall contain the name of the Contractor, the purchase order number and for each item delivered, the name of the item and stock number, the quantity ordered, the quantity shipped, and the quantity backordered.
41. **Certificates, Manuals and Warranties:** If applicable, the Contractor shall deliver warranties and/or guarantees, manuals and documents of title to the Director when the goods are delivered.
42. **Delivery Failures:** Failure of a Contractor to deliver goods within the time specified, or within a reasonable time as determined by the Director, or failure to make replacements of rejected goods shall constitute default. Goods of comparable grade may then be purchased on the open market at the sole discretion and authority of the Director. On all such purchases made on the open market, the Contractor shall reimburse the District within a reasonable time as specified by the Director, for any expense incurred in excess of contract prices or the District shall have the right to deduct such amount from monies owed the defaulting Contractor. Such purchases shall be deducted from contract quantities. The District reserves the right to use or consume goods delivered which are substandard in quality, subject to any adjustment in price to be determined by the Director.

The Contractor shall not be liable for delays in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the opinion of the Director, are beyond the control of the Contractor. Under such circumstances, however, the Director may cancel the contract with no penalty to the District.

#### **PAYMENT**

43. **Payment:** The Contractor shall be responsible for submitting invoices clearly showing the description, quantity, bid price, purchase order number, delivery date and location.

Payment shall not be conclusive evidence of performance, either in whole or in part, and payment for goods delivered in whole or in part, and/or services rendered shall not be construed as an acceptance of improper goods or defective work, nor relieve the Contractor from making good the defects, as required by the guarantees incorporated herein.

Acceptance shall not be binding upon the District, nor conclusive, if the Contractor has furnished inferior goods and/or services or has departed from the terms of this contract. Should such a condition become evident, the District shall have the right, notwithstanding final acceptance and payment, to cause the goods to be properly furnished and/or services to be properly rendered in accordance with the specifications (and if applicable, drawings) at the cost and expense of the Contractor or Contractor's surety, if any.

#### **CONTRACT PROVISIONS**

44. **Contract Term:** This contract shall remain in effect for the period specified, unless extended by mutual consent of the parties or terminated as provided herein.
45. **Extent of Agreement:** This contract constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral.
46. **Subletting of Contract:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or Contractor's right, title or interest therein, or Contractor's power to execute such contract, to any other person, firm or corporation without the prior written consent of the Director. In no case shall such consent relieve the original Contractor from the obligations of the contract or change the terms of the contract.
47. **Availability of Funds:** The District shall be obligated to pay for goods and/or services received only to the extent that funds have been appropriated and encumbered for such purpose. If this contract extends through one fiscal year of the District into subsequent fiscal years, the District's obligations hereunder shall be specifically limited to and shall be conditioned upon the appropriations for such following years.

48. **Default:** The contract may be canceled in whole or in part by written notice of default from the Director to the Contractor for non-performance or violation of contract terms which are not cured within ten (10) business days, or other such period as the Director may authorize, after receipt of written notice specifying such failure. An award may be made to the next low bidder or the goods and/or services may be purchased on the open market. In either event, the defaulting Contractor (or Contractor's surety) shall be liable to the District for costs in excess of the defaulted prices and for damages (including Attorney's fees) resulting from said default. If the contract is canceled in part, the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure to deliver goods and/or services within the time stipulated on this bid, unless extended in writing by the Director, or failure to perform any other provisions of the contract, or failure to make progress as to endanger performance of the contract in accordance with its terms, shall constitute default.
49. **Guarantee:** Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all equipment for a period of one year from date of acceptance. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the District are due to faulty design and installation, workmanship, or materials, the Contractor shall, at no additional cost to the District, repair or adjust the equipment or parts to correct the condition, or replace the part or entire unit to the complete satisfaction of the District. These replacements, repairs or adjustments shall be made only at such time as designated by the District as least detrimental to daily operations.
50. **General Guaranty:** Contractor agrees to:
- a) Defend and save the District, its agents and employees harmless from liability of any nature for the use of copyrighted compositions or secret processes, or patented inventions furnished or used in the performance of the contract which the Contractor is not the patentee, assignee, licensee or owner.
  - b) Protect and hold harmless the District against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
  - c) Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to Contractor's own work or Subcontractor(s) work.
51. **Child Labor:** A resolution of the Board prohibits the purchase of goods and/or services, produced by child labor and the provisions thereof are made a part hereof.
52. **Disputes:** Any dispute concerning a question of fact arising under this contract which is not disposed of shall be decided after a hearing by the Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Director shall be final and binding.
53. **No Waiver:** In the event that any of the terms and conditions of this contract are not strictly enforced by the District, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this contract, nor shall such non-enforcement prevent the District from enforcing each and every term of this contract thereafter.
54. **Indemnity:** Contractor agrees to defend, indemnify and hold harmless the District, its agents and employees from and against all claims, actions, damages, losses, and expenses (including Attorney's fees) arising out of or resulting from the goods, the services and/or delivery under this contract, and which are caused in whole or in part by the Contractor's negligence or intentional act. If action is brought or a claim presented, the Contractor shall, at its own expense, appear, defend and pay all charges (including Attorney's fees) and all other costs and expenses arising from such claim or action. If any judgment shall be rendered, loss or expense sustained or damages awarded, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly acknowledges and agrees that any performance bond or insurance protection required by this contract or otherwise provided by the Contractor, shall in no way limit its responsibility to defend, indemnify and/or hold harmless the District.
55. **Compliance with Laws, Statutes and Ordinances:** During the performance of the work required pursuant to this contract, the Contractor shall fully comply with each and every provision of the Labor Law and Worker's Compensation Law of the State of New York, and all other laws relating thereto so far as the same are valid:

- a) The Labor Law states that no laborer, workman or mechanic employed by the Contractor, Subcontractor, or any other person acting on their behalf, shall be permitted or required to work more than eight (8) hours in any one calendar day, or more than five (5) days in any one week, except in cases of extraordinary emergency caused by fire, flood, or danger to life or property, and that each such laborer, workman, or mechanic shall receive the wages provided for by said Labor Law.
- b) Further, The Contractor or any person acting on behalf of the Contractor, shall not, in any manner, discriminate against any employee hired for the performance of work under this contract on account of race, color, religion, gender, age, national origin, disability, sexual orientation, physical attributes or veteran status who is qualified and available to perform the work to which the employment relates; and that there may be deducted from the amount payable to the Contractor, a penalty of Fifty Dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this law; provided that for a second or any subsequent violation of this law, the contract may be canceled or terminated by the Board and all monies due or to become due hereunder may be forfeited.
- c) The District does not discriminate on the basis of disability in the admission or access to, or treatment of, or employment in, its programs or activities.

The ADA Coordinator is responsible for ensuring compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA Coordinator at 131 West Broad Street, Rochester, N.Y., 14614.

- d) This contract shall be void and of no effect, unless the person or corporation making or performing the same shall keep insured during the life of said contract and secure compensation for the benefit of such employees, in compliance with the provisions of Worker's Compensation Law.
- e) The Contractor shall fully comply with each and every provision of any laws and ordinances relating to the storage, use, or transportation of explosives and hazardous substances.
- f) The Contractor shall obtain all permits necessary to carry out the work, paying all lawful fees, and shall give to proper authorities the requisite notices relating to the work to be performed.

56. **Compliance with All Laws:** During the performance of the work required pursuant to this contract, the Contractor, Subcontractor(s) and all of their employees, shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way their actions during said performance. Furthermore, each and every provision of law and contractual clause required by law to be inserted in this contract shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party this contract shall be physically amended to make such insertion or correction.
57. **Audit:** The Contractor agrees to permit on-site inspection and auditing of all records, books, papers and documents associated with this contract by authorized representatives of the District. The Contractor further agrees to maintain for a period of three (3) consecutive years following expiration of this contract any and all records, reports and other documentation arising from the performance of this contract; however, this period shall be extended beyond three (3) years for any and all records and information pertaining to unresolved questions, which have been brought to the Contractor's attention by written notice from the District.
- The District may require the Contractor to furnish copies of all letters, correspondence or purchase orders placed with the various manufacturers or suppliers for the goods for which a contract has been awarded. Failure to furnish these documents within five (5) business days after receipt of written request shall be grounds for cancellation of the contract. The decision of the Director in these matters shall be final.
58. **Severability:** If any provision of this contract is held invalid by a court of law, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to the laws of the State of New York.

# UNIFORMS

## 1. SCOPE

- 1.1 It is the intent of the District to establish a term contract for Uniforms.
- 1.2 The Uniforms covered by these specifications shall be from the catalogs on the following proposal pages.

## 2. CONTRACT TERM

- 2.1 The contract resulting from this bid invitation shall remain in effect through **June 30, 2027** after contract award.
- 2.2 The contract may be extended for up to four (4) additional one (1) year periods or less upon mutual agreement of the contracting parties.

## 3. PRICING

- 3.1 Pricing shall be based upon the list prices for each of the referenced catalogs, less the discount specified in the proposal section.
- 3.2 Bids submitted with multiple discounts within each category may be subject to rejection.
- 3.3 The proposed discount submitted by the successful bidder for each group shall be used for pricing during the term of the contract and any extensions of the contract.
- 3.4 The District is aware of the fact that the prices offered in some catalogs are the lowest prices offered to education. Therefore, a discount of 0% may not be rejected but it shall be understood that Bidders are required to pay all shipping and handling as stipulated within Section 4.

## 4. DELIVERY

The items to be furnished under this contract shall be delivered F.O.B. Destination to various locations within **thirty (30) calendar days** after receipt of Purchase Order.

## 5. METHOD OF AWARD

- 5.1 Award will be made by group to the lowest responsive and responsible bidder based on the lowest total quantity breakdown price of Quantity 1 – 3 per group on the Proposal. Therefore, bidders must bid on all items in the group in order to be considered for award.
  - 5.1.2 The District reserves the right to award on an item-by-item basis if it is in the best interest of the District to do so.

## UNIFORMS

### 6. UNANTICIPATED REQUIREMENTS

- 6.1 Every effort has been made to include all items that may be required during the contract term. If, however, items are required which are not listed on the Proposal, the District reserves the right to negotiate with the vendor a mutually agreeable cost for items not specified. Any such items must be approved in writing by the Director of Procurement and Supply prior to the vendor providing these items. Upon approval, these items will be added to the contract under the same terms and conditions. The District further reserves the right to obtain these items from other sources if the cost cannot be mutually agreed upon.
- 6.2 The District further reserves the right to purchase through the competitive bidding process, unanticipated large volume requirements, whether or not listed on the Proposal, if the Director of Procurement and Supply concludes that prices or other considerations will result in terms which will be more favorable to the District.

### 7 CATALOGS AND PRICE LISTS

- 7.1 Successful Bidder(s) are required to deliver an additional set of catalogs/ price lists to each location on Attachment A within fourteen (14) days of notification of award by the District. The District is under no obligation to purchase from any successful Bidder who does not distribute catalogs/ price lists as specified.
- 7.2 Successful Bidder(s) are required to deliver to the District locations on Attachment A when catalog/ price list revisions are published.
- 7.3 Bidders shall be expected to bid a discount on the current editions of the catalogs specified in the proposal section. Should any of the specified catalogs not be the current edition, it should be noted on page 7.
- 7.4 A list of items, if any, which are not included in the discount bid, must be submitted with the bid proposal. Successful Bidder(s) must include the list as an insert to all catalogs upon distribution.

### 8. REQUEST FOR PRICE CHANGE

The same percentage discount shall apply to all revised catalogs for the Term of the Contract.

# UNIFORMS

## 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 (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 (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 this certification.

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 paragraph one, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

BY

\_\_\_\_\_  
\*LEGAL NAME OF FIRM OR CORPORATION

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

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
TELEPHONE/DATE

\*Indicate the complete legal name of your firm or corporation. Do not abbreviate. If a corporation, use name as it appears on corporate seal.

# UNIFORMS

## PROPOSAL

In signing this Invitation to Bid, the bidder agrees to furnish the goods and/or services in accordance with all terms, conditions and specifications contained herein.

An estimate of items needing to be purchased throughout a school year are listed next to the item in parentheses.

### **GROUP I    SECURITY UNIFORMS (NONEMBROIDERED)**

ITEM 1    MEN'S INSULATED QUARTER-ZIP PULLOVER SWEATSHIRT  
(Estimated quantity: 50)

Quantity: 1 – 9 \$ \_\_\_\_\_ /EA. 10 or more \$ \_\_\_\_\_ /EA.

MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 2    MENS SHORT SLEEVE SNAG-PROOF TACTICAL POLO (Estimated quantity: 320)

Quantity: 1 – 9 \$ \_\_\_\_\_ /EA. 10 or more \$ \_\_\_\_\_ /EA.

MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 3    MEN'S MOISTURE WICKING LONG SLEEVE POLOS (Estimated quantity: 160)

Quantity: 1 – 9 \$ \_\_\_\_\_ /EA. 10 or more \$ \_\_\_\_\_ /EA.

MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 4    MEN'S LONG SLEEVE OXFORD SHIRT (Estimated quantity: 6)

Quantity: 1 – 9 \$ \_\_\_\_\_ /EA. 10 or more \$ \_\_\_\_\_ /EA.

MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 5    MEN'S SHORT SLEEVE SHIRTS, 55/45 – COTTON/POLY (Estimated quantity: 6)

Quantity: 1 – 9 \$ \_\_\_\_\_ /EA. 10 or more \$ \_\_\_\_\_ /EA.

MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 6    WOMEN'S LONG SLEEVE OXFORDS (Estimated quantity: 4)

Quantity: 1 – 9 \$ \_\_\_\_\_ /EA. 10 or more \$ \_\_\_\_\_ /EA.

MFR. /MODEL NO. QUOTING \_\_\_\_\_

## UNIFORMS

ITEM 7 MEN'S LIGHTWEIGHT CARGO TACTICAL PANTS (Estimated quantity: 140)

Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.

MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 8 MEN'S DRESS-STYLE WAISTBAND PANTS, CARGO POCKETS, 65/35  
POLY/COTTON TWILL (Estimated quantity: 5)

Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.

MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 9 MEN'S RELAXED FIT CARGO PANTS (Estimated quantity: 3)

Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.

MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 10 MEN'S RIPSTOP TROUSERS (Estimated quantity: 30)

Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.

MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 11 WOMEN'S TACTICAL PANTS (Estimated quantity: 3)

Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.

MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 12 WOMEN'S FLAT FRONT PANT (Estimated quantity: 5)

Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.

MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 13 MEN'S PERFORMANCE WORK SHORTS (Estimated quantity: 50)

Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.

MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 14 MEN'S SINGLE-BREASTED BLAZER (Estimated quantity: 5)

Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.

MFR. /MODEL NO. QUOTING \_\_\_\_\_

## UNIFORMS

ITEM 15      WOMEN'S VALUE BLAZER (Estimated quantity: 2)  
Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.  
MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 16      3-IN-1 JACKETS, NYLON SHELL & MESH LINING (Estimated quantity: 4)  
Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.  
MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 17      3-IN-1 PARKA (Estimated quantity: 2)  
Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.  
MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 18      SECURITY PATCHES  
Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.  
MFR. /MODEL NO. QUOTING \_\_\_\_\_

### **GROUP II      FOOD SERVICE UNIFORMS**

ITEM 19      SHORT SLEEVE POLO (BURGUNDY/ROYAL BLUE, Estimated quantity: 1,100)  
Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.  
MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 20      SCRUB PANTS WITH DRAW STRING (Estimated quantity: 1,100)  
Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.  
MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 21      SIZED SKIRTS – ANKLE LENGTH (Estimated quantity: 60)  
Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.  
MFR. /MODEL NO. QUOTING \_\_\_\_\_

**UNIFORMS**

ITEM 22      DOCKER STYLE PANTS (Estimated quantity: 60)  
Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.  
MFR. /MODEL NO. QUOTING \_\_\_\_\_

**GROUP III    BUS GARAGE UNIFORMS**  
***CLEANING SERVICE REQUIRED FOR THIS GROUP ONLY***

ITEM 23      100% POLYESTER SHORT SLEEVE POLO SHIRT (Estimated quantity: 10)  
Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.  
MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 24      100% POLYESTER SHORT SLEEVE POLO SHIRT W/ POCKET  
(Estimated quantity: 10)  
Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.  
MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 25      SHORT SLEEVE 65/35 POLY/COTTON RIPSTOP SHIRT (Estimated quantity: 10)  
Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.  
MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 26      LONG SLEEVE 65/35POLY/COTTON RIPSTOP SHIRT (Estimated quantity: 10)  
Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.  
MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 27      SHORT SLEEVE BOTTON-DOWN COLLAR POPLIN SHIRT  
(Estimated quantity: 10)  
Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.  
MFR. /MODEL NO. QUOTING \_\_\_\_\_

## UNIFORMS

ITEM 28 LONG SLEEVE BOTTON-DOWN COLLAR POPLIN SHIRT (Estimated quantity: 10)

Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.

MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 29 SHORT SLEEVE RIPSTOP CREW SHIRTS 65/35, POLY/COTTON FABRIC  
(Estimated quantity: 10)

Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.

MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 30 LONG SLEEVE RIPSTOP CREW SHIRTS 65/35, POLY/COTTON FABRIC  
(Estimated quantity: 10)

Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.

MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 31 PERFORMANCE SHOP PANT, 54/42/4, POLY/COTTON/SPANDEX  
(Estimated quantity: 10)

Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.

MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 32 TWILL PLEATED PANTS 65/35, POLY/COTTON (Estimated quantity: 10)

Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.

MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 33 HIP-LENGTH TWILL JACKET ZIP-FRONT, LOWER POCKETS W/ SLEEVE  
POCKET (Estimated quantity: 10)

Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.

MFR. /MODEL NO. QUOTING \_\_\_\_\_

ITEM 34 100% POLYESTER, WATER-RESISTANT WOVEN SHELL JACKET W/  
MICROFLEECE LINING (Estimated quantity: 10)

Quantity: 1 – 9 \$ \_\_\_\_\_/EA. 10 or more \$ \_\_\_\_\_/EA.

MFR. /MODEL NO. QUOTING \_\_\_\_\_

## UNIFORMS

ITEM 35 GARMENT CLEANING/PREPERATION PER PIECE \$ \_\_\_\_\_

ITEM 36 NAME EMBLEM PER PIECE \$ \_\_\_\_\_

ITEM 37 COMPANY EMBLEM PER PIECE \$ \_\_\_\_\_

ITEM 38 DIRECT EMBROIDERY:

WEARER NAME PER PIECE \$ \_\_\_\_\_

COMPANY NAME PER PIECE \$ \_\_\_\_\_

## UNIFORMS

RCSD has a P-Card Program (credit card issued by VISA); can your company accept orders using the RCSD P-Card with applicable contract discounts?

\_\_\_\_\_

If so, who should be contacted (name, title and phone number)?

\_\_\_\_\_

Is your firm a minority/woman-owned business?: \_\_\_\_\_ Yes \_\_\_\_\_ No

Bidder must indicate the number of calendar days in which delivery will be made after receipt of a Purchase Order(s).

\_\_\_\_\_ Calendar Days

**\*Please complete Attachments A (RCSD Vendor Application) and B (W-9 Request for Taxpayer Identification Number and Certification) as part of your Bid Proposal.**

**\*ePayables** – The Rochester City School District is now processing vendor payments through an ePayables Program with VISA. The ePayables Program is a more simplified, efficient and cost effective method of remitting payments for approved expenditures. This payment program provides a faster payment to the vendor without the cost of check processing. For purchases of goods and materials, the ePayables Process is the preferred method of payment and the District reserves the right to make usage of the ePayables process a requirement.

BY

\_\_\_\_\_  
\*LEGAL NAME OF FIRM OR CORPORATION

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

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
TELEPHONE AND FACSIMILE NUMBERS

\_\_\_\_\_  
WEB PAGE ADDRESS

\_\_\_\_\_  
E-MAIL OF AUTHORIZED SIGNER

\*Indicate the complete legal name of your firm or corporation. Do not abbreviate. If a corporation, use name as it appears on corporate seal.



## UNIFORMS

### CHECKLIST

THIS CHECKLIST IS PROVIDED TO ASSIST THE BIDDER IN THE PROPER PREPARATION AND SUBMISSION OF THE BID.

- \_\_\_\_\_ The bid must be either typewritten or in ink.
- \_\_\_\_\_ The bid must have **original** signatures of the individual authorized to enter into contracts.
- \_\_\_\_\_ Complete the Non-Collusive Bidding Certification.
- \_\_\_\_\_ Enclose Bid Bond, if required. (Performance Bond, if required, is only mandatory after determination by the District of the successful bidder.)
- \_\_\_\_\_ Enclose Descriptive Literature and Technical Data, if required.
- \_\_\_\_\_ Enclose Samples, if required.
- \_\_\_\_\_ Enclose Material Safety Data Sheets, if required.
- \_\_\_\_\_ Complete and enclose Vendor Application, if applicable
- \_\_\_\_\_ Indicate on the Proposal page the number of calendar days that delivery will be made after receipt of Purchase Order(s).
- \_\_\_\_\_ Return the entire document. (Be sure that the bid has **original** signatures as stated above.)

\_\_\_\_\_ **SEALED BIDS MUST BE CLEARLY MARKED “THIS ENVELOPE CONTAINS A SEALED BID”.** THE BID OPENING DATE, TITLE OF THE BID AND THE BIDDER’S NAME MUST ALSO BE INCLUDED ON THE OUTSIDE OF THE ENVELOPE. BIDDER ASSUMES THE RISK OF ANY DELAY IN THE MAIL OR IN THE HANDLING OF THE MAIL BY EMPLOYEES OF THE DISTRICT. THE TIME CLOCK LOCATED IN THE PURCHASING DEPARTMENT IS DESIGNATED THE OFFICIAL TIMEPIECE FOR SUBMISSION OF BIDS. LATE BIDS WILL NOT BE ACCEPTED. THE BID WILL BE DATE-STAMPED AS EVIDENCE OF LATE ARRIVAL AND RETURNED TO THE BIDDER UNOPENED. ELECTRONIC AND FACSIMILE BIDS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED IN THE PURCHASING DEPARTMENT EVEN IF THEY ARE TO BE OPENED ELSEWHERE.

### NOTICE TO BIDDERS

BIDDER IS EXPECTED TO BE FULLY INFORMED AS TO THE CONDITIONS, REQUIREMENTS AND SPECIFICATIONS BEFORE SUBMITTING A BID. FAILURE TO DO SO WILL BE AT THE BIDDER’S OWN RISK AND RELIEF CANNOT BE SECURED ON THE PLEA OF HAVING BEEN UNINFORMED.