

**REQUEST FOR BID
MULTI-DEPARTMENTAL UNIFORMS
RFB # 06032026**

**Attention: Purchasing Agent
Address: Newburgh Enlarged City School District
124 Grand Street
Newburgh, NY 12550
Phone: (845) 563-3486**

RESPONSES DUE BY: June 3, 2026 @ 10:00 A.M.

**In accordance with the provisions of Section 103 of the General Municipal Law,
an advertisement has been published in the local newspaper.**

GENERAL INFORMATION/CONDITIONS

Statement of Purpose:

The Newburgh Enlarged City School District is seeking responsive and responsible bidders to provide uniforms for the District's facilities & operations, food service, and security departments. Bids must follow the outline set forth in this document. **Please submit two original copies and one copy on a thumb drive of the completed qualifications and other requirements** of the RFB, by hand delivery, regular mail, or courier to the address listed on the cover page. The District must receive the proposal by the date indicated in the timeline below.

General Information:

The Newburgh Enlarged City School District operates seven elementary schools, two K-8 school buildings, two middle school buildings, and three high school buildings. The student population is approximately 10,400.

SCOPE OF SERVICES

The firm(s) selected will provide uniforms for each of the major service departments supporting the school community by providing the following scope of services:

A. Uniform Provision

- Supply of new, high-quality uniforms for all departments
- Range of sizes (including extended sizes)
- Seasonal variations (summer/winter)

B. Customization & Branding

- District logo application (embroidered preferred)
- Department identification (e.g., "Custodial," "Security")
- Embroidered names

C. Inventory & Ordering System

- Online ordering portal or account management system preferred
- District stakeholders assigned as designees to place and track orders
- Data friendly- usage reporting and cost tracking

D. Delivery & Distribution

- Direct-to-site delivery (multiple buildings)
- Defined turnaround times (e.g., 10–15 business days standard)
- Rush order capability

E. Replacement & Warranty

- Replacement for defective items
- Defined lifespan expectations
- Process for damaged or worn-out items

TIMELINE

A. Mailing of Requests for Bid:

Date: May 18, 2026

B. Deadline for submission of proposal to the Purchasing Agent (must receive by):

Date and time: June 3, 2026 at 10:00 AM

C. Approval by the Board of Education (tentative):

Date: June 9, 2026

D. Effective date of award (tentative):

Date: July 1, 2026

GENERAL REQUIREMENTS

Instructions to Bidder:

The submission of a proposal will indicate that the responder (1) has read the instructions, (2) will abide by the terms and conditions governing this Request for Bid, and (3) understands the requirements for delivery of the services specified.

General Instructions:

1. Specifications contained in this Request for Bids (RFB) are for District's uniforms across all service department areas.
2. Minimum requirements are specified. The responder may choose to exceed those minimums.
3. Failure to provide sufficient and required information may result in the proposal being rejected by the District as non-responsive and not being considered.
4. Each proposal must be clearly marked on the outside of the envelope with the title "**RFB #06032026 Multi-Departmental Uniforms**". Please ensure your organization's name is included on the outside of the package. If you are using a commercial delivery company that requires the use of their shipping package or envelope, your proposal must be placed within a second sealed package labeled as detailed above. This will ensure your proposal is not prematurely opened.
5. Original proposal is to be mailed or delivered to: **Newburgh Enlarged City School District, 124 Grand Street, Newburgh, NY 12550, Attn: Purchasing Department;** to arrive no later than the closing date and time specified in the timeline provided herein. Any received after that time will not be opened, and will be returned only upon request by, and at the expense of, the responder(s). The responder(s) will assume total responsibility for delivery of their proposal on time at the specified place, whether sent by mail or delivered in person.
6. Telephone, facsimile, or telegraphic proposals are not acceptable. Submission via email is not accepted.

TERMS AND CONDITIONS

1. The issuance of this RFB request constitutes only an invitation to submit a response to the District.
2. No officer of the school district or member of the Board of Education shall have an interest in this bid.
3. This Bid request does not commit the District either to award a contract or to pay any costs incurred in the preparation of a submission. Bidders shall bear all costs associated with submission preparation, submission and attendance at presentation interviews, or any other activity associated with this Bid request or otherwise.
4. All bids and accompanying documentation become the property of the Newburgh Enlarged City School District. The District shall not divulge any information presented to anyone outside the District, unless required by law, without the written approval of the individual or firm. The District reserves the right to use the information, and any ideas presented in any submission in response to this RFB request, whether or not the submission is accepted. Submitted bids may be reviewed and evaluated by any person or outside consultant retained by the District, other than one associated with a competing applicant, as designated by the District. If a bidder believes that any information in its bid constitutes a trade secret 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 bidder shall submit with its bid a letter specifically identifying the page number, line or other appropriate designation, that information which it deems to constitute a trade secret and explain in detail why such information is a trade secret. Failure by a bidder to submit such a letter with its bid 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.
5. The District neither makes nor assumes any contractual obligation by issuing this RFB request, receiving and evaluating responses, or making preliminary bidder selections. Providing a response as provided herein shall neither obligate nor entitle a bidder to enter into a contract with the District.
6. The District reserves the right to determine in its sole and absolute discretion whether any aspect of the bidder's submission satisfactorily meets the criteria established in this RFB request, the right to seek clarification from any Bidder(s), and the right to cancel and or amend, in part or entirely, the RFB request, at any time prior to a written contract.
7. It is understood that any submission received and evaluated by the Newburgh Enlarged City School District will be used as the basis for the cost and terms of a contract between the District and the particular bidder. In submitting a response, it is understood by the bidder that the District reserves the right to accept any submission, to reject any and/or all submissions and to waive any irregularities or informalities that the District deems is in its best interest.

8. The District is not obligated to respond to any submission nor is it legally bound in any manner whatsoever by the submission of a response.
9. Each response shall be reviewed for completeness and for the technical and administrative requirements of the RFB request. The District has the option of requesting the bidder to submit missing information or provide clarification of those issues deemed incomplete, or disqualifying the bid. A bid may be disqualified for lack of response to such a request.
10. RFB's submitted to the District must be valid for a period of at least 120 days from the deadline for receipt of bid responses as defined in the time frame section of this document.
11. The selected bidder's bid will become part of any resulting legal contract, should contracts be awarded. The term of the resultant contract shall commence upon award and shall remain in effect until completion, inspection, and final acceptance of specified project(s) unless terminated, cancelled, or extended as otherwise provided herein. The contract will expire on June 30, 2027. The district may extend the contract in one-year periods, not to exceed a total of four (4) additional years beyond the initial award period under the same terms and conditions at the sole discretion of the Board of Education.
12. The District may, from time to time, inform other local governmental entities and school districts that they may acquire items or services listed in this Request for Bids. Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Other local government entities or school districts' purchase orders shall be submitted directly to the vendor within the specified contract period referencing the District's contract. The Newburgh Enlarged City School District will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity or school other than the Newburgh Enlarged City School District.
13. When specifications are revised, the Newburgh Enlarged City School District Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package. Questions regarding this bid will be accepted until 12:00PM on May 21, 2026. Responses to questions will be released once in the form of an addendum to the RFB by 2:00PM on May 22, 2026
14. The Newburgh Enlarged City School District reserves the right to introduce additional factors not contained in this RFB request in order to obtain the most suitable solution. After submitting a bid, each respondent must be prepared to have the operational aspects of their bid reviewed in detail by District representatives.
15. Bids shall be opened publicly at the District's Central Office location, or other duly designated location, on the "received by" date and time indicated on the cover page. The name of each bidder shall be read publicly and recorded. Unless disclosure of final bid pricing would constitute an impairment of negotiations, the proposed bid, cost, or sum of each proposer will be read publicly as well. The content of bids shall not be subject to public inspection until after the contract award. Subsequent to a contract award, bids may be reviewed unless they, in total or in part, contain information which is exempt from disclosure pursuant to the Freedom of Information Law (e.g. a trade secret).

16. At any time prior to the specified bid due time and date, a bidder (or designated representative) may withdraw their bid.
17. The District reserves the right to award contracts for individual projects or for any combination of projects deemed to be most advantageous to the District. Notwithstanding any other provision of the RFB, the District expressly reserves the right to:
 - Waive any immaterial defect or informality; or
 - Reject any or all bids or portions thereof; or
 - Reissue an invitation to bid
18. The District Board of Education reserves the right to award a contract in the best interest of the District. The Board of Education's decision will be final.
19. Bidders Default – Failure of the Bidders to comply with any of these provisions may be considered a reason for rejection of the Bid.

ATTACHMENT A – SPECIFICATIONS
ATTACHMENT B – SIGNATURE PAGE
ATTACHMENT C - REFERENCES
ATTACHMENT D – INSURANCE REQUIREMENTS
ATTACHMENT E – QUOTE SHEET
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ATTACHMENT I – IRAN COMPLIANCE RIDER
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ATTACHMENT A-SPECIFICATIONS

1. General Requirements for All Uniforms:

Quality & Durability

- Garments shall be constructed of **commercial-grade materials** suitable for daily institutional use.
- Fabrics must be:
 - Tear-resistant
 - Colorfast (no significant fading after repeated washing)
 - Shrink-resistant
- Stitching shall be reinforced at stress points (e.g., seams, pockets, knees where applicable).
- Uniforms should maintain professional appearance over repeated wear cycles.

Fit, Sizing, & Inclusivity

- Vendor must provide a **full range of sizes**, including:
 - Men's, women's, and gender-neutral fits
 - Extended sizes (e.g., XS–5XL or equivalent)
- Consistent sizing across product lines is required.
- Optional:
 - Size samples or fitting kits upon request
 - Clear sizing charts

Comfort & Functionality

- Fabrics should be breathable and appropriate for indoor/outdoor work environments.
- Garments must allow for:
 - Full range of motion (bending, lifting, reaching)
- Features may include:
 - Moisture-wicking materials
 - Stretch components where appropriate
 - Weather-appropriate options (short sleeve, long sleeve, outerwear)

Appearance & Professional Standards

- Uniforms shall present a **clean, consistent, and professional appearance** across all departments.
- Colors must match District-approved standards and remain consistent across orders.
- No visible defects, irregularities, or branding (other than approved logos).

Branding & Identification

- Vendor shall apply District-approved:
 - Logos (embroidered and/or heat-applied)
 - Department identifiers (e.g. "Security")
- Placement, size, and color of logos must be consistent

Safety Considerations

- Uniforms must be appropriate for the working conditions of school environments.
- Where applicable, garments should support:
 - Compatibility with PPE (e.g., worn over or under safety gear)
- Materials should not pose hazards (e.g., overly loose fabric near machinery).

Care & Maintenance

- Uniforms shall be **machine washable** and capable of withstanding frequent laundering.
- Vendor must provide:
 - Care instructions
 - Expected garment lifespan under normal use
- Fabrics should resist:
 - Wrinkling
 - Staining (especially for food service roles)

Consistency & Product Availability

- Vendor must ensure **continuity of product lines** for the duration of the contract.
- Any product substitutions must be:
 - Equal or better in quality
 - Approved by the District prior to replacement
- Color matching must remain consistent across multiple order cycles.

Packaging & Delivery Standards

- Items shall be delivered:
 - Clean, properly packaged, and labeled
 - Sorted by department, location, or employee (if required)
- Packing slips must clearly identify contents.

Warranty & Defects

- Vendor shall replace, at no cost:
 - Defective items
 - Incorrect orders
- Minimum warranty expectations (you can define this, e.g., 90 days or more).
- Clear return/exchange process required.

Compliance & Regulatory Standards

- Products must comply with all applicable:
 - Federal, state, and local regulations
 - School safety and hygiene requirements
- For applicable roles (e.g., food service), materials must align with sanitation expectations.

2. Department Specific Requirements –

Custodial & Maintenance Department

- Durable fabrics resistant to cleaning chemicals
- Heavy-duty, tear-resistant materials
- PPE-compatible (fits over/with safety gear)
- High-mobility designs (bending, lifting)
- Options: work shirts, polos, pants
- High-visibility options if working in public/high-traffic areas

Food Service Department

- Compliance with food safety standards
- Easy-to-clean, stain-resistant fabrics
- Options: aprons, polo shirts (short & long sleeve), hats, kitchen non-slip footwear

Security Department

- Professional, uniform appearance similar to public safety standards
- Clearly identifiable markings (i.e. “Security”)
- Options: short & long sleeve polos, short & long sleeve T-shirts, sweatshirts, fleece, etc.
- Weather-appropriate gear (coats and jackets rainproof)

3. **No Subcontracting-** Consultant shall not subcontract any portion of the Consultant’s duties under this agreement without the prior written consent of the district.
4. **BID** – The bid quoted, and conditions outlined in the bid must remain firm for the duration of the contract.
5. **Award** – The District will award the bid to the responsive and responsible bidder(s) whose bid is most advantageous to the District. In determining the most advantageous bid, the District will consider criteria such as, but not limited to, cost, bidder’s past performance and/or service reputation, and service capability, quality of the bidder’s staff or services, customer satisfaction, bidder’s past relationship with the District.
6. **Contract Term** – The contract shall be for the period of one year upon approval by the Board of Education. Upon mutual agreement with the Contractor, the District shall have the option to extend the contract up to four additional one-year periods, provided that terms and conditions of the extension shall be the same and the daily rates do not increase more than the Consumer Price Index (CPI). During the extended contract period, the District may cancel, without penalty, upon seven (7) days written notice to the contractor.
7. **Invoicing** – All invoices shall contain complete and accurate information based on the awarded rates with sufficient detail to be audited by the district’s internal claims auditor to approve payment.

ATTACHMENT B – SIGNATURE PAGE

I have reviewed and agree to the terms, conditions and other stipulations of this RFB and further certify the accuracy of the information submitted as the proposal:

Authorized signature: _____

Individual's name (print): _____

Title (affix seal if a corporation): _____

Business name: _____

Mailing address: _____

Business license number: _____

Date: / / _____

Phone: _____

e-mail: _____

Fax: _____

Proposals must be signed to be valid.

ATTACHMENT C – REFERENCES
LIST OF REFERENCES FOR UNIFORM
CUSTOMERS

1. Company Name: _____
Contact Person: _____
Address: _____

Telephone Number: _____
Fax Number: _____
E-mail Address: _____

2. Company Name: _____
Contact Person: _____
Address: _____

Telephone Number: _____
Fax Number: _____
E-mail Address: _____

3. Company Name: _____
Contact Person: _____
Address: _____

Telephone Number: _____
Fax Number: _____
E-mail Address: _____

ATTACHMENT D – INSURANCE REQUIREMENTS

The Consultant agrees to procure and maintain, at no additional expense to the District, insurance coverage as outlined below. The Certificate of Insurance to be included in the submission must state “the Newburgh Enlarged City School District, its officers, employees, and assigns are additional insured. Coverage is on a primary and non-contributory basis” and may not include limiting language. The liability insurance(s) shall further provide that it may not be changed or canceled without thirty (30) days prior written notice to the District.

A. Worker’s Compensation – Requires proof of coverage

1. State: New York
2. Applicable Federal
3. Employer’s Liability: \$1,000,000

B. Comprehensive General Liability (including Premises-Operation, Contractor’s Projection, Products and Complete Operation, Broad Form Property Damage) – Requires COI with endorsement:

1. Bodily Injury:
 - \$1,000,000 – Each Occurrence
 - \$2,000,000 – Annual Aggregate, Products and Completed Operations
2. Property Damage:
 - \$1,000,000 – Each Occurrence
 - \$2,000,000 – Annual Aggregate
4. Personal Injury: \$2,000,000 – Annual Aggregate

C. Professional Liability - Requires COI with endorsement:

1. \$2,000,000 Each Claim
2. \$4,000,000 Annual Aggregate

NOTE: The district may request additional insurance coverage based on the nature of the services to be provided which may include Cyber Liability, etc.

ATTACHMENT E - QUOTE SHEET

The undersigned has carefully examined this RFB document as well as the specifications for each of the departments requiring uniforms, and has examined all laws, ordinances and regulations governing the work. **The undersigned does hereby agree to provide all materials, labor, transportation, and equipment necessary** or required for the uniforms proposed hereunder.

Custodial & Maintenance Crew Uniforms- (Embroidered names on chest)

Article of Clothing	Embroidered Long Sleeve Shirts	Embroidered Sweat Shirts	Pants	Reinforced Toe Shoes
Quantity	600	120	600	121
Size Range	S – 4XL	S – 4XL	28x30 – 44x39	M: 8 – 13; F: 6.5 – 9.5

***Please include pricing differential for “Tall” sizes for shirts as well as “Wide” sizes for shoes

Food Service Crew Uniforms- (Embroidered names on chest; screen printing on back optional)

Article of Clothing	Embroidered Collared Shirts, Short Sleeve	Embroidered Short Sleeve T-Shirts	Embroidered Long Sleeve T-Shirts	Short Sleeve T-Shirts	Hats	Aprons	Shoes for Kitchen with Non-Slip Soles
Quantity	22	145	80	450	300	300	45
Size Range	XS - XXL	XS - XXL	XS - XXL	XS - XXL	N/A	N/A	M: 8-13; F: 6-10

***Please include pricing differential for “Tall” sizes for shirts as well as “Wide” sizes for shoes

Security Crew Uniforms- (Embroidered names on chest; screen printing on back optional)

Article of Clothing	Embroidered Short/Long Sleeve T-Shirts	Embroidered Short/Long Sleeve Polos	Embroidered Sweatshirts/ Fleece	Embroidered Waterproof Jackets	Embroidered Waterproof Coats
Quantity	Men-60; Women-35	Men-60; Women-35	Men-60; Women-35	Men-60; Women-35	Men-60; Women-35
Size Range-Men	S – 5XL	S – 5XL	S – 5XL	S – 5XL	S – 5XL
Size Range-Women	S – 2XL	S – 2XL	S – 2XL	S – 2XL	S – 2XL

***Please include pricing differential for “Tall” sizes for all tops listed in table above

An itemized invoice must be sent to:

Accounts Payable
Newburgh Enlarged City School District
124 Grand Street
Newburgh, NY 12550

This Price Bid Form is hereby submitted by the undersigned:

Printed legal name of Bidder

Printed name of individual/corporate officer/general partner/AND Title

Signature

Date

ATTACHMENT F -NON-COLLUSIVE BIDDING/PROPOSAL CERTIFICATION

Section 103-d, General Municipal Law. 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 bidders and affirmed by such bidder as true under the penalties of perjury,

1. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of any joint bid each party thereto certified as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
2. 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 another bidder or with any competitor,
3. 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
4. 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.
5. Any 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 shall so state and furnish with the bid a signed statement which sets forth in detail the reason 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 the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to include the signing and submission of the bid and the inclusion as the act and deed of the corporation.

Firm Name: _____

Signed: _____ Title _____

Date: _____

ATTACHMENT G - PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of New York laws and regulations.
- B. Proposer warrants that it is willing and able to obtain an error and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Newburgh Enlarged City School District.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Firm's Name

Address

City, State, Zip

(Print Name)

(Signature)

(Phone)

(Fax)

ATTACHMENT H - IRAN DIVESTMENT ACT COMPLIANCE RIDER AND CERTIFICATION

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the District, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- a. The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- b. The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the SFL. In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The District may award a bid to a bidder who cannot make the certificate on a case by case basis if:

1. The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section 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
2. The District makes a determination that the goods or services are necessary for the District to perform its functions and that, absent an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

**ATTACHMENT I - IRAN DIVESTMENT ACT COMPLIANCE RIDER AND
CERTIFICATION (continued)**

(This form must be signed and notarized, and submitted with Proposal)

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

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

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

District reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, 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.

Signature: _____

Date: _____

Sworn to before me this _____

day of _____, 20__

Notary Public

ATTACHMENT J - SEXUAL HARASSMENT CERTIFICATION

In accordance with State Finance Law §138-1, which generally prohibits the School District from entering into contracts pursuant to the bid/RFP process with persons who fail to submit a certification affirming compliance with New York State Labor Law §201-g, the proposer submit the following certification under the penalty of perjury:

By submission of this proposal, each proposer and each person signing on behalf of any proposer, certifies, and in the case of a joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has implemented written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the NYS Labor Law.

Firm's Name

(Print Name)

(Signature)

Sworn to before me this _____

day of _____, 20_

Notary Public