



Request for Bid

RFB #24-122 Albany High School Graduation Garments and Diploma Covers

City School District of Albany

Purchasing Office
1 Academy Park
Albany, NY 12207
Phone: (518) 475-6050

SUBMISSIONS DUE BY: January 22nd , 2024 at 10:00AM

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ATTACHMENTS: (Complete attachments where applicable and return with proposal)

- A) Insurance Requirements
- B) Non-Collusion Affidavit
- C) Anti-Discrimination Clause
- D) Sweat Free School Statement
- E) Iran Divestment Certification
- F) Quote Sheet

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

SECTION I - GENERAL INFORMATION/CONDITIONS

Summary Statement:

The purpose of this Request for Bid (RFB) is to procure contractor(s) to provide graduation garments and diploma covers for The City School District of Albany (District). The intent of this RFB is to award a contract(s) to the lowest responsible and responsive bidder for each item whose bid meets the requirements of the RFB. Bidders shall make all investigations necessary to thoroughly inform themselves about the District. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the RFB, will be accepted as a basis for varying the requirements of the District or the compensation to the vendor.

General Information:

The City School District of Albany operates twelve elementary schools, three middle school buildings, and one high school facility with extended programs in two additional buildings. The student population is approximately 9,000 with a total staff of approximately 1,700. In addition to neighborhood schools, the District includes several magnet schools and programs, as well as other innovative academic opportunities for students.

SECTION II - GENERAL REQUIREMENTS

Instructions to Bidders:

The contract will be awarded in accordance with the Sealed Bid procurement method. The submission of a bid will indicate that the bidder (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:

Vendor must submit all required forms with their bid. A completed bid packet must be submitted. Minimum orders will not be accepted; you must fill orders as indicated no matter the cost. We will not recalculate orders or adjust the ship to address. Should you indicate a minimum order amount, then your entire bid shall be disqualified.

Each bid is considered a binding contract. Bidders **cannot** change prices after they have been awarded a contract. When a bid contract is awarded, the successful bidder **must** provide all of the items that they were awarded. In the event that a bidder fails to provide said awarded items or seeks to change prices after the bid contract, the district may consider the bid null and void, may seek damages against the bidder if a higher price is paid whereas the low bidder will pay the difference between what they bid and what the District actually has to pay the next responsible bidder, and/or will consider the bidder not responsible in future bid situations. Bidders are responsible for checking all bids/bid pricing before they are submitted. Should any item become discontinued an alternate of equal or greater value must be given. Approval must be given prior to shipment.

SECTION III - 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 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 City School District of Albany. 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. If applicable it is incumbent upon the contractor(s) to pay the prevailing rate of wages as established by the NYS Department of Labor.
6. Prevailing Wage Rate as part of the requirements of Article 9 (sections 230-239) of the NYS Labor Law, requires Public Work Contractors and Subcontractors to pay laborers, workers or mechanics employed in the performance of a Public Works contract not less than the prevailing rate of wages and to provide supplements (fringe benefits) in accordance with prevailing practices in the locality where the work is performed. Any Federal or State determination of a violation of any Public Works law or regulation, or Labor Law, or any OSHA violation deemed "seniors or willful" may be grounds for a determination of vendor non-responsibly and rejection of bid.
7. If applicable the Contractor must provide a copy of payroll records, when requested, showing prevailing wages paid to each employee for any School District project.
8. 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.
9. 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.
10. It is understood that any submission received and evaluated by the City School District of Albany 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.
11. 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.
12. 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.

13. 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.
14. 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.
15. 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 City School District of Albany 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 City School District of Albany.
16. When specifications are revised, the City School District of Albany Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.
17. It is a requirement that bidders indicate specifically in the response any sub-contract, alliance, partner, franchise, or other "non-employee" relationship with any resource(s) they will utilize if they are chosen as the selected bid. **Note:** The District reserves the right to approve and designate sub-contractors to be used in any of the services being proposed.
18. The City School District of Albany 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.
19. 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 contract award. Subsequent to 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).
20. At any time prior to the specified bid due time and date, a bidder (or designated representative) may withdraw their bid.
21. 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 for bid.

22. 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.

Bidders Default – Failure of the Bidders to comply with any of these provisions may be considered reason for rejection of the Bid.

SECTION IV – INFORMATION TO BIDDERS

1. **General Scope:** The City School District of Albany, New York is desirous of receiving submissions for Bid #24-122 Albany High School Graduation Garments and Diploma Covers.
2. **Award of Contract:** The District will award the bid per item to the lowest bidder and/or responsible bidder 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.
3. **Contract Term:** The contract shall be for the period of March 1st, 2024 through February 28th, 2024. Upon mutual agreement with the Contractor, the District shall have the option to extend the contract for five additional one (1) year periods. The District may cancel without penalty, upon 60 days written notice to contractor.
4. **Bid Notification:** Successful bidder(s) will be notified via emails and/or purchase orders after the Board of Education approval of the Bid. NO ORDER SHALL BE SHIPPED BY A VENDOR UNTIL A PURCHASE ORDER OR PURCHASE ORDER NUMBER IS PROVIDED. All estimated quantities are until March 1st, 2024. Please be advised that the quantities indicated may be reduced, increased or deleted if necessary, in keeping with the monies appropriated for such items in the final School District Budget.
5. **Pricing:** Prices for all goods and/or services shall be firm for the duration of this contract. Prices submitted should be shown for each unit, the total for unit, and grand total. SHOW NET PRICES. Do not offer discount for total award. Bid prices must include all delivery charges, including Inside Delivery, F.O.B. Destination.
6. **Delivery of Goods:** All items on this bid must be received no later than 30 days from the date the purchase order is received. If the vendor cannot supply the material, the order will go to the next lowest bidder. The difference in price will be paid by the initial vendor due to the lack of receipt of the items within the specified time. If items shall be delivered to multiple locations in the City of Albany, a breakdown will be provided to the

low bidders on the purchase orders. All shipping cartons must be clearly marked with the school name, address and purchase order number. All bid prices shall include transportation charges and shall be understood to mean F.O.B. destination. In addition, such bid prices shall include INSIDE DELIVERY. TAILGATE DELIVERIES WILL NOT BE ACCEPTED.

7. **Invoicing:** An itemized invoice should be prepared for each individual shipment and submitted directly to the City School District of Albany, Attn: Accounts Payable, 1 Academy Park, Albany, NY 12207. CLAIM FORMS ARE NOT REQUIRED.
8. **Payment Term:** Net thirty (30) days from receipt of the invoice.
9. **Brand Names:** The use of Brand Names is not meant to preclude the consideration of other brands, but merely used as a basis for standard of quality or serve as a descriptive guide, except where no substitute is indicated.
10. **Sale Items:** When a bid item appears on a company sales flyer at lower price, the bidder will honor the sales price.
11. **NYS Contract:** The District reserves the right to use NYS Preferred Sources, listed product at any time throughout this bid period.

SECTION V – GENERAL CONDITIONS

1. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the bidders assume responsibility for having his bid deposited on time at the place specified.
2. Sales to school districts are not affected by any fair trade agreements. (General Business Law, Ch. 39, Sec. 369-a, Sub. 3, L. 1941)
3. No charge will be allowed for federal, state, or municipal sales and excise taxes since the school district is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.

4. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the school district as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specification of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.
5. Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise specified.
6. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.
7. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise bid for the group may be rejected.
8. All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.
9. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
10. Prices shall be net, including transportation and delivery charges, fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
11. Under penalty of perjury the bidder certifies that:
 - (a) The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and
 - (b) The contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any other its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.
12. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the school district, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the school district in the form of addendums to the specifications. All addendums so issued shall become a part of the contract documents.
13. If the supplies, materials, or equipment are to be delivered over an extended period of time, or if the specifications so state, then the successful bidder may be required to execute an agreement in relation to the performance of this contract, such agreement to

be executed by the bidder within 15 days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the attorney for the school district. The performance bond shall be executed by the successful bidder at the time of the execution of the contract by the successful bidder and the board.

14. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as the accepted bid sample.
15. The school district reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specification, the school district may reject the bid; or, if award has been made, cancel the contract at the expense of the successful bidder.
16. Samples, when required, must be submitted strictly in accordance with instructions; otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The school district will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the school district shall have the right to dispose of them as its own property.
17. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in the school district. Failure on the part of the bidder to examine sample shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

SECTION VI - BID FORMAT AND INSTRUCTIONS

POINT OF CONTACT

The sole point of contact at the District for purposes of this RFB prior to the award of a contract is the Deputy Superintendent of Business and Finance. All contact relative to this RFB should be made in writing and directed to:

City School District of Albany
Purchasing Office
1 Academy Park
Albany New York 12207

PROPOSAL FORMAT

COMPANIES INTERESTED IN RESPONDING TO THIS RFB MUST SUBMIT THE FOLLOWING INFORMATION, IN THE ORDER SPECIFIED BELOW

- TAB 1:** Title page should include the proposal subject, the company name, address, telephone number, fax number, e-mail address, contact person, date of the proposal, and Federal ID Number.
- TAB 2:** A table of contents with page numbers.
- TAB 3:** A transmittal letter briefly introducing the firm and stating the service to be provided.
- TAB 4:** Completed Attachment - B - Non-Collusion Affidavit.
- TAB 5:** Completed Attachment - C - Anti-Discrimination Clause.
- TAB 6:** Completed Attachment - D - Sweat Free Statement.
- TAB 7:** Completed Attachment - E - Iran Divestment Certification
- TAB 8:** Completed Attachment - F - Quote Sheet

SECTION VII – BID SUBMITTAL

FORM OF SUBMITTAL

Submit one (1) clearly labeled original and one (1) copy of your proposal and completed Attachments as defined in Section 6, Proposal Format, in a sealed package with the company submitting identified on the package, addressed as follows:

City School District of Albany
Purchasing Office
1 Academy Park
Albany New York 12207

Attention: Mr. Francis Rielly Purchasing Agent
PROPOSAL- Albany High School Graduation Garments
and Diploma Covers
SOLICITATION NO: 24-122

DELIVERY OF PROPOSALS

The proposal shall be properly addressed as shown in Section VII and delivered or mailed so that the proposal is received on or before the response date and time.

Requests for extension of this date or time shall not be granted. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt by the District; please note that daily mail through the U.S. Post Office often arrives at the District after 2:00 PM. Bids received by the District after the closing time and date will not be considered. Bids delivered by e-mail or facsimile shall not be considered. The District does not accept responsibility for late or mis-delivered bids.

RESPONSE DATE AND TIME

The response due date and time is:

January 22nd, 2024 at 10:00AM

ATTACHMENT A – INSURANCE REQUIREMENTS

INSURANCE

The Contractor shall carry and maintain, during the life of the Contract, all insurance required under this article and shall produce satisfactory evidence that he has such insurance in force, before he begins any of the works.

CONTRACTOR’S LIABILITY INSURANCE

As required under the Laws of New York State, the Contractor shall furnish the usual insurance company’s certificate with the Workman’s Compensation Law.

He shall have in force, Workman’s Compensation Insurance on all of his employees employed on the site of the various projects. Should any part of the work covered by the Contract be sublet, the Contractor shall require the Sub-Contractor similarly to provide Workman’s Compensation Insurance for all of the latter’s employees on the site, unless such employees are covered by the protection afforded by the main Contractor. In case any class of employees engaged in hazardous work under the Contract, at the site of the project, is not protected by the Workman’s Compensation Statutes, the Contractor shall provide and shall cause each Sub-Contractor to provide adequate insurance for the protection of employees not otherwise protected.

- A. Comprehensive General Liability (including Premises-Operation, Contractor’s Projection, Products and Complete Operation, Broad Form Property Damage):
 - 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
 - 3. Personal Injury: \$2,000,000 – Annual Aggregate

- B. Comprehensive Automobile Liability:
 - 1. Bodily Injury:
 - \$1,000,000 – Each Person
 - \$1,000,000 – Each Accident
 - 2. Property Damage: \$1,000,000 – Each Occurrence

- C. Professional Liability:
 - 1. \$2,000,000 Each Claim
 - 2. \$4,000,000 Annual Aggregate

The firm selected shall provide the CITY SCHOOL DISTRICT OF ALBANY with certificates verifying the existence of the above referenced policies and limits. Said certificate shall specifically state that the City School District of Albany, its officers, employees, and assigns shall be named as additional insured parties.

ATTACHMENT B - NON-COLLUSION AFFIDAVIT

Firm Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. 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 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, regulations, 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 certification.

(a) By submission of this bid, each bidder and each person signing on behalf certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty to 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.

(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 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 list, rates, or tariffs covering items being procured, (b) has informed prospective customers or 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).

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 service 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 on of the section, 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.

Signature (Authorized)_____

Title_____

ATTACHMENT -C- ANTI-DISCRIMINATION CLAUSE

During the performance of this contract, the contractor hereby agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- b) The contractor will send to each labor union or representative of workers with which he/she has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (g) hereinafter called "non-discrimination clauses". If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him/her with a written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
- c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's Laws against discrimination as the State Commission for Human Rights shall determine.
- d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
- e) The contractor will comply with the provisions of Sections 291-299 of the

Executive law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his/her books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f) This contract may be forthwith cancelled, terminated or suspended, in whole or part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he/she satisfies the State Commission for Human Rights that he/she has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and opportunity has been afforded him/her to be heard publicly before three members of the Commission. Such sanctions may be imposed, and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contraction agency, the Contractor shall promptly so notify the Attorney General, requesting him/her to intervene and protect the interests of the State of New York.

The Contractor (or Bidder) agrees that it will comply with Title VI of the Civil Rights Acts of 1964 (PL 88- 352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Party of the Second Part received Federal financial assistance from the Department through the Party of the First Part; and hereby gives assurance that it will be immediately take any measure necessary to effectuate this agreement. The Party of the Second Part has completed

“Assurance of the Compliance with the Department of Health, Education, and Welfare Regulation under Title VI of the Civil Rights Acts of 1964” (HEW No. 441), and filed this form with the New York State Department of Health.

CONDITIONS ACCEPTED BY:

Firm: _____

By: _____

Title: _____

Date: _____

Email: _____

ATTACHMENT – D- SWEAT FREE STATEMENT

**STATEMENT IN SUPPORT
OF SWEAT FREE
SCHOOLS IN NEW YORK
STATE**

WHEREAS, the Board of Education of the City School District of Albany has adopted a resolution in which it has expressed its support for the goal of the New York State Labor-Religion Coalition to eliminate the purchase of apparel manufactured under “sweat shop conditions”; and,

WHEREAS, the purpose of the Board’s adoption of that policy is to ensure that apparel purchased by school districts is manufactured by responsible employers and not in “sweat shop conditions”; and,

WHEREAS, apparel will be determined to have been manufactured in sweat shop conditions when employees involved in the manufacture and distribution of such apparel are not paid a living wage, such employees are not provided a safe and healthy environment, child labor (under the age of 15) is used, and employees are not afforded the right to speak up concerning working conditions without fear of retaliation.

THEREFORE, and in furtherance of the above resolution and statement, the bidder, by submission of this bid, certifies that any apparel to be supplied as part of this bid will be manufactured by responsible employers which do not engage in any of the conditions set forth above which create “sweat shop conditions”.

Signature

Date

ATTACHMENT – E- IRAN DIVESTMENT CERTIFICATION

IRAN DIVESTMENT ACT CERTIFICATION

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran (“the List”), as defined in that Act. By responding to this bid and any subsequent agreement, Contractor/Bidder certifies in accordance with the law that it is not on the “Entities Determined to be Non-Responsive Bidder/Offeror pursuant to New York State Iran Divestment Act of 2012? (“Prohibited Entities List”) posted at the above link.

Bidder/Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the Contract assignment will be approved by the City School District of Albany.

During the term of the Contract, should the City School District of Albany receive information that a person is in violation of the above-referenced certification, the City School District of Albany 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 City School District of Albany 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 City School District of Albany reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal, or extension 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: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Attachment -E- Quote Sheet

The following specifications are to serve as the minimum requirements for this solicitation and should not be construed to exclude any other make or model of comparable items of the same class designation. Any substitute may require a sample to be provided to the District prior to bid award.

Vendor will assemble each package with cap, gown, stole and charm.

Vendor will be provided with a list of student names, ID numbers and sizes.

Vendor will package gowns in alphabetical order according to last name. Each package will be labelled with student name, ID number and size.

Vendor will be provided with a spreadsheet of names, numbers and sizes and the Albany High School Falcon logo in whatever format is requested.

Quantity	Item	Price
700	Royal Blue graduation gowns	\$
700	Royal Blue graduation mortarboard caps	\$
700	White stoles with Royal Blue lettering. On the right side (when facing, left side when being worn): Class of 2024 and on left side (when facing, right side when being worn): Albany High School. Bottoms of both sides to have the AHS Falcon Logo.	\$
700	Royal Blue and White tassels with 2024 charm	\$
700	8 1/2 x 11 1/2 Royal Blue padded "Diploma of Graduation" covers	\$