

REQUEST FOR BID
Food Service Hot Kitchen Equipment Repairs
RFB 1017-25



Attention: Purchasing Agent
Address: City School District of Albany
1 Academy Park
Albany, NY 12207
Phone: (518) 475- 6050
Fax: (518) 475- 6054

RESPONSES DUE BY 2:00PM on November 17th, 2025

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

CITY SCHOOL DISTRICT OF ALBANY

Legal Notice

RFB #1017-25: Food Service Hot Kitchen Equipment Repairs

The City School District of Albany, hereinafter known as the District, will receive proposals at the Central Administration Offices, Purchasing Department, 1 Academy Park, Albany, New York, 12207 until 2:00 PM on November 17th, 2025. The envelopes containing the proposals must be sealed, and addressed to:

Purchasing Agent
City School District of Albany
1 Academy Park
Albany, NY 12207

Envelopes containing the proposals should be clearly marked **“RFB #1017-25: Food Service Hot Kitchen Equipment Repairs.”**

The District has the right to accept or reject any and all proposals or parts thereof as it deems to be in its best interest.

Please contact the Purchasing Office at (518) 475-6050 or jmonroe@albany.k12.ny.us to obtain the bid packet.

The City School District of Albany is an affirmative Action, Equal Opportunity Enterprise.

GENERAL INFORMATION/CONDITIONS

Statement of Purpose:

The City School District of Albany is seeking responsive and responsible bidders to provide repair services on the District's hot kitchen equipment. Proposals must follow the outline set forth in this document. Please submit one original copy 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.

Minority Business Enterprises (MBE's) and Women Business Enterprise (WBE's) are encouraged to send bid proposal.

General Information:

The City School District of Albany operates twelve elementary schools, three middle school buildings, and one primary high school facility with extended programs in two additional buildings. The student population is approximately 8,600 and 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 in support of our vision, mission and goals.

SCOPE OF SERVICES

The firm(s) selected will provide repair and maintenance services on District's hot kitchen equipment.

TIMELINE

A. Mailing of Requests for Bid:

Date: November 3rd, 2025

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

Date and time: November 17th, 2025 at 2:00PM EST

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

Date: November 20th, 2025

D. Effective date of award:

Date: November 21st, 2025

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 the Request for Bids are for District's hot kitchen equipment repairs.
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 # 1017-25: Food Service Hot Kitchen Equipment Repairs**". *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:

City School District of Albany
1 Academy Park
Albany, NY 12207
Attn: Purchasing Agent

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 and at the specified place, whether sent by mail or delivered in person.

6. Telephone, facsimile, or telegraphic proposals are not acceptable. Unless otherwise specified, submission by email is not permitted.
7. To assist any and all Contractors in obtaining a clear understanding of the requirements of this proposal, Contractors may present clarifying questions. Questions regarding this proposal must be submitted in writing via email to sharrison@albany.k12.ny.us and jmonroe@albany.k12.ny.us. Responders must also provide in writing one working email address of where the District should direct its response to any questions. The District is not responsible for non-working email addresses. District responses will also be shared with other potential proposers if they are known to the District.

TERMS AND CONDITIONS

1. The issuance of this RFB request constitutes only an invitation to submit a response to the District. If the school District chooses to award the RFB to a selected Contractor, the Contractor must complete a contract with the District. The form and content of the contract will be determined by the District.
2. Article 18 of the General Municipal Law prohibits municipal officers and employees from having interest in contracts with the municipality for which they serve. This law applies to officers, employees of a municipality, or members of a municipal board. Additionally, a Vendor that is interested in submitting a proposal to an RFB must fully disclose, in writing to the Contractor on or before the closing date of the RFB, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Vendor were to become a contracting party pursuant to the RFB. The Contractor shall review any submissions by Vendor(s) under this provision and may reject any Proposals where, in the opinion of the Contractor, the Vendor could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Vendor were to become a contracting party pursuant to the RFB.
3. This Proposal request does not commit the District either to award a contract or to pay any costs incurred in the preparation of a submission. Responders shall bear all costs associated with submission preparation, submission and attendance at presentation interviews, or any other activity associated with this Proposal request or otherwise.
4. All proposals 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. 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 Contractor's submission satisfactorily meets the criteria established in this RFB

request, the right to seek clarification from any Responder(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 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 responder. In submitting a response, it is understood by the responder that the District reserves the right to accept any submission, to reject any and 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 responder to submit missing information or provide clarification of those issues deemed incomplete, or disqualifying the proposal. A proposal 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 Contractor's proposal 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.
12. Each proposal must include the appropriate corporate officer's approval signature.
13. It is a requirement that responders 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 proposal. Note: The District reserves the right to approve and designate sub-contractors to be used in any of the services being proposed.
14. 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 proposal, each respondent must be prepared to have the operational aspects of their proposal reviewed in detail by District representatives.
15. 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.
16. 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.

17. Proposals 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 responder shall be read publicly and recorded. Unless disclosure of final proposal 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 proposals shall not be subject to public inspection until after contract award. Subsequent to contract award, proposals 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).
18. At any time prior to the specified proposal due time and date, a responder (or designated representative) may withdraw their proposal.
19. 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:
 - a. Waive any immaterial defect or informality; or
 - b. Reject any or all proposals, or portions thereof; or
 - c. Reissue an invitation for proposal.
20. 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.

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

ATTACHMENT A: SPECIFICATIONS
ATTACHMENT B: SIGNATURE PAGE
ATTACHMENT C: REFERENCES
ATTACHMENT D: INSURANCE REQUIREMENTS
ATTACHMENT E: QUOTE SHEET

ATTACHMENT A-SPECIFICATIONS

1. **General Repairs** – The awarded contractor will be expected to complete work orders in a minimum of seventeen (17) kitchens, owned by the City School District of Albany. The repair services may be needed on hot kitchen equipment including but not limited to the following:
 - Dish machines: hot water sanitizing, chemical sanitizing, under counter, single tank door style, conveyor and flight type
 - Ovens: convectional, conventional, deck & microwave
 - Range tops and grills
 - Warming cabinets: mobile & stationary
 - Hot food tables
 - Slicers, mixers, grinders, buffalo choppers
 - Coffee urns
 - Can openers
 - Upright racks, rolling racks & push carts
2. **Response to Request for Services** – The awarded contractor shall provide services during week-day office hours, nights, weekends, and holidays. Many of the requests for repair services will be an urgent or emergency nature and a rapid response will be necessary. A phone number must be provided to the school at which a twenty-four (24) hour response call will be expected. Should the call not be returned within the specified time, or completion of the job not be attempted, the next lowest bidder available will be contacted. The difference in cost will be billed to the original contractor who did not comply with the specifications. The District also reserves the right to remove contractors from future bidders list for failure to adhere to specifications. All repairs require prior approval of the Food Service Director.
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. Bidders may contact Lisa Perron, Food Service Director, at (518) 475-6644 extension 4 to arrange a site tour prior to submitting a bid and/or obtain an all-inclusive list of specific equipment with manufacturer/model number/energy source.
5. **Proposal** – The proposal quoted, and conditions outlined in the bid must remain firm for the duration of the contract.
6. It is incumbent upon the contractor(s) to pay the prevailing rate of wages as established by the NYS Department of Labor.
7. 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.

8. The Contractor must provide a copy of payroll records, when requested, showing prevailing wages paid to each employee for any School District project.
9. An updated prevailing wage schedule and PRC number will be provided to Contractors at the beginning of each contract period.
10. **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.
11. **Contract Term** – The contract shall be for the period of one years. 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 contractor.
12. **Invoicing** – All invoices shall contain complete and accurate information. Invoices with material item cost of \$200 or above must accompany an original receipt.

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 SIMILAR WORK THAT YOU HAVE COMPLETED

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 City School District of Albany, 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 the sites, specifications and other contract documents, 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 work proposed hereunder, in strict accordance with the contract documents.

1. The undersigned agrees, when called by the authorized representative of the School District, to perform various work projects for the School District for an hourly labor rate of _____
2. The undersigned agrees to sell, and the School District agrees to purchase, upon delivery to the project, all materials as specified to be incorporated into the repair projects at list price with no mark up.

An original receipt must accompany all costs for material

NON-COLLUSION STATEMENT

BID PROPOSAL CERTIFICATIONS

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 Certifications

By submission of this bid proposal, the bidder also certifies compliance with the following:

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

(a) 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 operating, directly or indirectly, to any other bidder 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 completions.

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 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 of services performed or to be performed or good sold or not to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed 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: _____

Date: _____

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 insure 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 immediately 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 subcontractor or purchase order in such manner that such provisions will be binding upon each subcontractor or Contractor 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 Contractor 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.

Authorized Signature: _____

Date: _____

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/Officer 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: _____