

# CORNWALL CENTRAL SCHOOL DISTRICT



## REQUEST FOR PROPOSALS

**RFP: 2025-2**

**Security Guard Services**

**July 1, 2025 through June 30, 2026**

**Issued:**

**Friday, January 31, 2025**

**Submission Deadline:**

**February 21, 2025 at 11:00am**

**Cornwall Central School District  
24 Idlewild Avenue  
Cornwall-on-Hudson, NY 12520  
Attention: Business Office**

## **Background**

The Cornwall Central School District requests proposals from firms who are qualified to provide licensed, and uniformed Security Guard Services to the District in a public-school setting. The District may request both armed and unarmed guards. The proposed contract period will be from July 1, 2025 through June 30, 2026, with the option to annually renew for an additional four school years. Renewal periods are by mutual agreement and not automatic.

## **Scope of Services**

Scope of Work: The general scope of work shall be to supply all labor, materials, equipment and supervision necessary to provide licensed, uniformed security guard services at all of the Cornwall Central School District School Buildings.

## **School District Location(s)**

1. Cornwall Central High School  
10 Dragon Drive  
New Windsor, NY 12553
2. Cornwall Central Middle School  
122 Main Street  
Cornwall, NY 12518
3. Cornwall Elementary School  
99 Lee Road  
Cornwall, NY 12518
4. Cornwall on Hudson Elementary School  
234 Hudson Street  
Cornwall-on-Hudson, NY 12520
5. Willow Avenue Elementary School  
67 Willow Avenue  
Cornwall, NY 12518

## **Program Summary**

The services must be provided for between 176 and 185 school days, dependent on the school calendar and emergency closings. The contractor will be notified of any emergency closings of the District and the Contractor shall not bill the District for those days. The contractor will follow the school calendar for the required coverage for the District. Coverage may be required for additional days or hours (graduation ceremony, concerts, sports events, summer school, etc.), the Contractor shall bill the District at the same hourly rate listed in the proposal.

## Guard Schedule

Location	Schedule	Number of Level 2 Guards
Cornwall Central High School	6:15am - 2:15pm	1 Security Guard
	6:45am – 12:45	2 Security Guards
	9:00am – 2:30pm	1 Security Guard
	10:30am – 2:30pm	1 Security Guard
	2:00pm – 6:00pm	1 Security Guard
Cornwall Central Middle School	7:00am – 3:00pm	1 Security Guard
	2:00pm – 6:00pm	1 Security Guard
Cornwall Elementary School	8:15am – 3:45pm	1 Security Guard
Cornwall on Hudson Elementary School	8:15am – 3:45pm	1 Security Guard
Willow Avenue Elementary School	8:15am – 3:45pm	1 Security Guard
District Wide (Floater)	9:00am – 2:00pm	1 Security Guard

**Need: Twelve (12) total guards, 73 hours per day for 180 days = 13,140 hours**

\*Additional events/schedules may be requested by the District such as athletic events, evening events, etc. The District may request changes to shift schedules, personnel type at any time.

### Security Guard Level 1 and Level 2 Requirements and Responsibilities

#### Level 1 Security Guard Mandatory Requirements

**The Contractor shall provide Security Guards that meet the following requirements:**

1. High School Diploma or GED.
2. Minimum six months' experience as a New York State Department of State (DOS) registered Security Guard.
3. Minimum 18 years of age.
4. Able to communicate with visitors and prepare incident reports in English
5. Able to speak, read and write in English
6. Physically capable of performing the essential duties of the position, with or without reasonable accommodation.
7. Have a valid and current DOS Security Guard registration
8. Have a copy of the current DOS Photo ID card and Certification of Compliance on file with Contractor.
9. Completed all DOS registration and DCJS Security Guard training.
10. Any additional site-specific requirements as determined by the Authorized User.
11. Any additional specific training and certifications such as AED (Automated External Defibrillator) as determined by the Authorized User.

## **Level 2 Security Guard Mandatory Requirements**

**The Contractor shall provide Security Guards that meet the following requirements:**

12. All mandatory requirements for Level 1 Security Guards
13. One or more of the following:
  - a. Two years of prior Military experience on active duty, and no type of military discharge that renders such Security Guard unsuitable for the position for which he or she is intended.
  - b. Two years of experience as a member of the National Guard or Military Reserves
  - c. Two years of full-time experience as a Police Officer, Probation Officer or Corrections Officer.
  - d. Three years of full-time experience as a DOS registered New York State Security Guard.
  - e. Two years of experience as a Security Guard Supervisor.
  - f. An Associate's or Bachelor's degree in Criminal Justice.
14. Any additional site-specific requirements as determined by the Authorized User.
15. Any additional specific training and certifications such as AED (Automated External Defibrillator) as determined by the Authorized User.

## **Responsibilities for Level 1 and Level 2 Security Guards**

16. Visibly display the DOS Photo ID on the Security Guard's person at all times while on duty.
17. Protect and/or prepare offices, buildings, grounds and occupants against potential incidents and evacuations which may include but is not limited to fire, disruptive activity, violent storm, vandalism, theft, loitering, trespass, burglaries, unlawful entry, bodily harm, building system malfunctions and deficiencies, etc.
18. Report any serious incidents promptly to the police, fire agency or appropriate emergency personnel for response. As necessary sound any mechanical or electronic alarms in order to alert responsible parties to potential danger.
19. Document any issues in logbook.
20. Review logbook for issues that may have occurred on a previous shift and may require action. Action may include advising the appropriate Security Guard(s) of the reported potential risks and responsibilities.
21. Monitor and protect all entrances including, but not limited to, checking ID's, ensuring visitors sign-in and sign-out, issuing passes, observe and screen visitors, escort duties, etc.
22. Issue identification cards, and visitor passes; and maintain the integrity of such identification systems.
23. Operate detection equipment to screen individuals and prevent passage of prohibited articles into restricted areas.
24. Operate and monitor security devices such as video cameras, and related accessories; and report any malfunctions immediately to the proper supervisor.

25. Confiscate contraband and or distribute receipts to persons for items such as weapons, tools, scissors and other prohibited items. Log all items and report incidents to Facility Management for appropriate action.
26. Perform routine internal and external walking tour of the building to assure that all entrances and grounds are secured and log any changes or issues.
27. Inspection of all fire suppression equipment including, but not limited to, extinguishers, emergency lights, and fire hoses on a monthly basis to ensure good working order. If a deficiency is identified, the Security Guard must immediately inform the Authorized User.
28. Raise and lower flags.
29. Ensure compliance of building rules including, but not limited to, restricting food or drinks in a Facility, cell phone restrictions, etc.
30. Attempt to diffuse situation with hostile persons or escort unruly or disruptive persons from premises. If the effort is unsuccessful, call the appropriate emergency contacts.
31. Report directly to Facility Management at Authorized User location.
32. Must be able to communicate with law enforcement personnel, other State and city agencies as well as Facility management.
33. Interface with third parties including, but not limited to, building security (i.e. New York State Troopers), emergency service personnel and building fire and safety personnel while functioning as a first and primary responder in all fire and safety issues.
34. Answer questions and give directions to visitors to assist them in finding appropriate offices and services if necessary.

### **Additional Notations**

#### A) Guard Qualifications:

1. Minimum of 18 years of age.
2. High school graduate or possess a General Equivalency Diploma (GED).
3. Able to speak, read and write effectively in English.
4. Be licensed in New York as an Armed Security Guard.
5. Must have a valid and current New York State Department of State (DOS) Armed Security Guard registration.
6. Must have Fingerprint clearance to work in school environment from the Office of School Personnel Review and Accountability (OSPRA) in New York State Education Department (SED).
7. Completed all Division of Criminal Justice Services (DCJS) Security Guard Training.
8. Must be in good physical condition to perform the essential duties of the position.
9. Have valid and current certification in CPR, First Aid and AED.
10. Must have one of the following:
  - Two years of prior Military experience on active duty with an honorable discharge.
  - Two years of full-time experience as a Police Officer, Probation Officer of Corrections officer.
  - Three years of full-time experience as a DOS registered New York State Security Guard.

- Two years' experience as a Security Guard Supervisor.
  - An associate's or Bachelor's degree in Criminal Justice.
11. Armed Guards must possess a valid armed guard registration with NYS and current NYS Pistol Permit.
  12. The Security Guards are strongly encouraged to have training in The Standard Response Protocol (formerly known as SHELL), De-Escalation, Active Shooter Awareness, and Access Control Training

B) Contractor Duties and Responsibilities:

1. The Contractor must be licensed by the State of New York and bonded as a private security guard service. A copy of such licenses must be submitted with the proposal.
2. The Contractor shall have been in the business of providing uniformed guard service for a minimum of three (3) years.
3. The Contractor must include a minimum of three (3) references, from either educational institutions or other governmental agencies of similar size and scope to the work covered in this contract.
4. Each Contractor shall examine the specifications and all other data or instructions pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed under this agreement will be accepted by the District for any failure on the part of the Contractor to fulfill his duties under this agreement.
5. The Contractor will be responsible for verifying that each guard maintains active status of their New York State Department of State Registration and receives their annual required training.
6. The Contractor must conduct pre-employment checks on all personnel who may be utilized during the term of this contract. Pre-employment testing must include, but is not necessarily limited to, criminal records check, consumer credit check, social security number identification, driver's license check and drug screening. The Contractor shall inform the District of findings regarding the criminal background (misdemeanor and/or felony) regarding any personnel who would be assigned pursuant to this agreement.
7. The District reserves the right to interview each guard to be provided prior to, or during, assignment and to reject and bar from the facility any employee hired by the Contractor.
8. The Contractor will have the responsibility to instruct and train each guard in the duties and responsibilities of the post.

9. The Contractor shall insure that all uniformed guards provided under this contract are on time, alert, and capable of performing their assigned duties. If the assigned guard does not report on time, the contractor is required to send a replacement guard within one hour of receiving notice unless another arrangement has been made with the site-specific designated District representative. The contractor must ensure that all assigned guards have received clear post orders and resolve any questions with the District's representative.
10. The Contractor must assure continuity of each guard assigned to a post unless objected by the District.
11. During the term of the contract, the Contractor shall be available for meetings, as required, to review job progress and quality of work, identify and resolve problems, and coordinate the efforts of all concerned.
12. Contractor is responsible for compliance with all Federal, State, and local laws, edicts or ordinances, including but not limited to the New York State General Business Law-Article 7 (Guard & Patrol Agencies) and Article 7A (Security Guard Act) of 1992.
13. If a breach of contract specifications regarding employee screening or training occurs, District shall inform the Contractor and have the right after such occurrences to dismiss the Contractor for not providing properly prescreened or trained guards.
14. Contractor must ensure that their employees abide by the prohibition against smoking and drinking alcohol on District properties.
15. District reserves the right to visit the offices of the vendor as part of their evaluation of this RFP.
16. Contractor will require and provide sexual harassment training annually for all employees, in accordance with labor law section 201-g.
17. Contractor agrees to comply with the Prevailing Wage Rate schedule for personnel providing service under this contract. All wages and supplements paid to employees on this contract shall be in accordance with this schedule provided by the New York State Department of Labor (Putnam County). The wages paid under this contract shall not be less than the prevailing wages and supplements as set forth by law. The Contractor is required to keep informed of changes during the term of this contract that apply to individuals supplied by the vendor for this contract. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.
18. The company will utilize a comprehensive scheduling system that will allow the District to be informed of staffing updates on a daily basis. The District would benefit from having access to this system.

## **Guard Personnel Duties and Responsibilities:**

1. Security guards assigned to perform work under this contract shall wear uniforms at all times. These uniforms must clearly identify the name of the security contract company and the name of the individual security guard. This identification may be accomplished through the use of shoulder patches, silk screening or stitched company emblems, insignias or logos.
2. All services shall be performed in a professional manner. All guards shall be neat and clean, and their appearance shall set a good example.
3. They shall not use foul or obscene language.
4. They shall greet all visitors, ask for state approved identification, provide a sign in sheet, a visitor badge and direct them to their destination.
5. Immediately upon reporting for duty, the guard shall: Sign the logbook, read all entries since their previous duty shift and become acquainted with all/any issues and incidents that may have occurred.
6. The logbook shall be continuously maintained with accurate time entries of all visitors and shall also include the signature of guard coming on duty and signature of guard going off duty. Any visiting supervisor must also sign in and out in the logbook.
7. Logbook incident reports are to be filled out and forwarded to the building principal no later than the next business day following completion or occurrence of any incidents.
8. In addition to the above, the Contractor shall be responsible for providing a verbal report for any incident which occurs on any shift by the close of that shift. This report shall be followed up by a written report on the Contractor's letterhead to the District.
9. Said reports are to be provided to the designated District representative and shall address any incidents as outlined and any other unusual circumstances such as but not limited to any apparent trespass of District property, any verbal or physical confrontation between the Contractor's employees and any District employees, faculty, staff, students or visitors.
10. The awarded vendor may be required to retain existing staff, subject to acceptance of a position by the existing staff member and district approval.

## **Insurance Requirements**

The Contractor, at its sole cost and expense, shall provide the District with proof of insurance coverage in accordance with APPENDIX A. Coverage shall be maintained without interruption throughout the duration of this service agreement. Failure to obtain and maintain such coverage will be considered a material breach of the contract.



## **Evaluation Criteria & Contract Award**

Proposals will be evaluated based on the following criteria and contract(s) may be awarded to one single or multiple separate vendors for Unarmed (Contract A) and Armed (Contract B) personnel.

<b>Category</b>	<b>Points (to be awarded based on average of evaluators score)</b>
Price for specified schedule (see Guard Schedule above)	Up to 50 Points (Lowest Price = 50 Points, 45 points for second lowest, 40 points for third lowest, etc.)
Supervision Structure and Credentials of Proposed Supervisor	Up to 10 Points
Guard Qualifications and Availability	Up to 10 Points
Other valued added offerings available	Up to 10 Points
References & Comparable Experience	Up to 10 Points
Local Office Proximity to District	Up to 10 Points
<b>Total Points</b>	<b>Up to 100 Points</b>

## **Pricing**

Unarmed Guards (Contract A)	Annual Hours	Hourly Rate	Total
Level 2 Guards			
Supervisor			
		Total Price Contract A	

Armed Guards (Contract B)	Annual Hours	Hourly Rate	Total
Level 2 Guards			
Supervisor			
		Total Price Contract B	

**Proposer shall also provide pricing for additional services offered, Overtime and Holiday rates of pay, security vehicle, etc. as an addendum to their proposal.**

## **APPENDIX A: Insurance Requirements**

**Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the security firm hereby agrees to effectuate the naming of the District as an Additional Insured on the security firm's insurance policies, except for workers' compensation and N.Y. State Disability insurance.**

**The policy naming the District as an Additional Insured shall:**

- Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred.
- State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District.
- Additional insured status shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance.
- The certificate of insurance must describe the services provided by the security firm that are covered by the liability policies.
- At the District's request, the security firm shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the security firm will provide a copy of the policy endorsements and forms.
- The security firm agrees to indemnify the District for applicable deductibles and self-insured retentions.

**Minimum Required Insurance:**

**a. Commercial General Liability Insurance**

**\$1,000,000 per Occurrence/ \$2,000,000 Aggregate**

**\$2,000,000 Products and Completed Operations**

**\$1,000,000 Personal and Advertising Injury**

**\$1,000,000 Sexual Misconduct and Assault**

**\$100,000 Fire Damage**

**\$10,000 Medical Expense**

**Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the District.**

**The policy shall include coverage for assault and battery, including coverage for defamation, false arrest, detention and imprisonment. The policy shall include coverage for all security-related services rendered to the District by the contractor, including but not limited to armed security guards.**

**If coverage for security guard services is not provided in the Commercial General Liability policy, it must be included in a separate Security Professional Liability policy. Limits for this coverage are: \$2,000,000 per occurrence/\$2,000,000 aggregate for the acts of the security officer performed under the contract for the District. If written on a “claims-made” basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.**

**b. Automobile Liability**

**\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.**

**c. Workers' Compensation and NYS Disability Insurance**

**Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board.**

**ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.**

**d. Umbrella/Excess Insurance**

**\$5 million each Occurrence and Aggregate for Unarmed Security Guard Firms. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability, General Liability and Security Professional Liability coverages.**

**\$10 million each Occurrence and Aggregate for Armed Security Guard Firms. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability, General Liability and Security Professional Liability coverages.**

**The security firm acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The security firm is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.**

## **APPENDIX B: Proposal Checklist**

**The following items must be included with each proposal.**

- Pricing information in the format listed on Pg. 9 of the RFP
- References including contract size, scope and contact information for comparable clients
- Location of regional office that will support the district
- Proposed management structure and leadership staff including relevant training and accreditation/certifications of proposed supervisors.
- Guard qualifications and availability information
- Guard training program information
- Required District Documents:
  - Proof of insurance as required in Appendix A**
  - Exhibit A** – General Bid/Proposal Certification / Statement of Non-Collusion
  - Exhibit B** – Certification of Compliance with the Iran Divestment Act
  - Exhibit C** – Non-Discrimination Statement and Affirmative Action Bid Provisions
  - Exhibit D** – Hold Harmless Agreement
  - Exhibit E** – Sexual Harassment Certification

**The following items should be included in the proposal submitted if applicable:**

- Other valued added services to be included free of charge.

### **Submission Details**

Proposers may email their Proposal to John Fink at [jfink@cornwallschools.com](mailto:jfink@cornwallschools.com).

All Proposals sent via postal mail must be in a sealed envelope clearly marked on the outside of the envelope with the phrase, “**RFP #2025-2 – Security Guard Services**” and the name and address of the Proposer. Please provide two (2) copies of the Proposal. Proposals sent via postal mail should be submitted to:

**Cornwall Central School District  
24 Idlewild Avenue  
Cornwall-on-Hudson, NY 12520  
Attn: Business Office**

Proposals must be received no later than **February 21, 2025 by 11:00am** to be considered. Any proposals received after the noted date and time will be rejected, including those delayed by unanticipated mailing or delivery delays.

The District Administration will evaluate proposals. During the evaluation process, the District reserves the right, where it may serve the District’s best interest, to request additional information or clarifications from those organizations submitting proposals. After review of submitted written proposals, finalists will be selected and invited for an interview.

Expenses for developing and submitting RFP responses are entirely the responsibility of the firm(s) responding and shall not be chargeable to the District.

**Selection Criteria**

In evaluating responses to this invitation, the District will seek to assure that a reasonable and equitable fee be paid for a high quality of service, and the selection will not be made solely on an apparent low bid basis without consideration of all other qualitative factors bearing on the value and timeliness of services.

**EXHIBIT A**  
**GENERAL BID/PROPOSAL CERTIFICATION**  
**STATEMENT OF NON-COLLUSION**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (Office): \_\_\_\_\_ Telephone (Cell): \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Bid/Proposal Name & Date: \_\_\_\_\_

**General Bid/Proposal Certification**

The Bidder/Proposer certifies that he/she will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this Bid/Proposal.

**Statement of Non-Collusion**

By submission of this Bid/Proposal the Bidder/Proposer certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

Statement of Non-Collusion in Bids and Proposals to political subdivision of the state. 1. 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 opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition."

(a-1) Notwithstanding the foregoing, the statement of Non-Collusion may be submitted electronically in accordance with the provisions of subdivision one of section one hundred three of the general municipal law.

(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 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 a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being Bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any Bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive Bidding is required by statute, rule, regulation, or local law, and where such Bid contains the certification referred to in subdivision one of this 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.

Name (Please Print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature (Authorized): \_\_\_\_\_

**EXHIBIT B**  
**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165- a(3)(b), 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 Bid/Proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Proposer or any person signing on behalf of any Bidder/Proposer and any assignee or subcontractor and, in the case of a joint Bid/Proposal, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Proposer and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL §165-a (3)(b).

Additionally, Bidder/Proposer is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Proposer seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended, or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Proposer is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Bidder/Proposer in default. The School District reserves the right to reject any Bid/Proposal or request for assignment for a Bidder/Proposer that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Proposer that is awarded a Contract and subsequently appears on the Prohibited Entities List.

I \_\_\_\_\_, being duly sworn, deposes and says that he/she is the  
\_\_\_\_\_ of the \_\_\_\_\_

Firm, and that neither the Bidder/Proposer nor any proposed subcontractor is identified on the Prohibited Entities List.

Name (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature (Authorized): \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C**  
**NON-DISCRIMINATION STATEMENT AND**  
**AFFIRMATIVE ACTION BID PROVISIONS**

It is the policy of the Cornwall Central School District to comply with all Federal, State, and local law, policy, orders, rules, and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status, and to take affirmative action in working with Contracting Parties.

Each Bidder/Proposer must represent and warrant that, if successful in obtaining an Engagement, it shall (i) comply with the provisions of this section relating to Non-Discrimination and Affirmative Action and (ii) require its employees to comply with any and all Federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination in employment or hiring because of the race, creed, color, national origin, sex, sexual orientation, age, disability or marital status of any individual.

The Bidder/Proposer will not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status.

Name (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature (Authorized): \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT D**  
**HOLD HARMLESS AGREEMENT**

The undersigned hereby agrees to defend, indemnify, and save harmless the Cornwalll Central School District from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense, including counsel fees, to the extent permissible by law, that may occur or that may be alleged to have occurred in the course of the performance of this agreement by the contractor, whether such claims shall be made by an employee of the Contractor or by a third party. The Contractor covenants and agrees that he will pay all costs and expenses arising therefrom and in connection therewith, and if any judgment shall be rendered against the Owner, in any such litigation, the Contractor shall at this own expense satisfy and discharge the same.

Representative (Please Print Name): \_\_\_\_\_

Title: \_\_\_\_\_

Signature (Authorized): \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E**  
**SEXUAL HARASSMENT CERTIFICATION**

In accordance with State Finance Law §138-l, 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 submits 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.

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Firm's Name

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Name (Please Print)

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Signature (Authorized)

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Date

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\_\_\_\_\_, New York  
County Of

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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Notary Public Signature

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Please Print Name

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Commission Expiration Date