

**REQUEST FOR PROPOSAL
RFP #07102026 OCCUPATIONAL THERAPY & PHYSICAL
THERAPY HOME-BASED SERVICES**

Attention: Purchasing Agent
Address: Newburgh Enlarged City School District
124 Grand Street
Newburgh, NY 12550
Phone: (845) 563-3481
Fax: (845) 563-3439

RESPONSES DUE BY: July 10, 2026 10:00 a.m.

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

The respondent is expected to submit two (2) paper copies of their RFP response as well as one (1) electronic version of their RFP response via a USB flash drive provided by the respondent at their expense

GENERAL INFORMATION/CONDITIONS

Statement of Purpose:

The Newburgh Enlarged City School District (NECSD) is soliciting proposals from qualified vendors to provide a comprehensive Occupational Therapy & Physical Therapy Services solution. The District seeks an agency/vendor who can provide ongoing high-quality New York State certified, Medicaid eligible services in the areas of Occupational Therapy (OT) & Physical Therapy (PT) for students who require these services to be provided within their own home, at a central location such as a public library, or on the rare occasion a student's medical state requires these to be delivered in a virtual synchronous manner for the 2026-2027 school year. These home based related services are required to provide our NECSD students with the necessary therapies to meet mandates in accordance with their Individualized Education Plans (IEPs). All respondents are asked to please submit two original paper copies as well as an electronic copy on a physical thumb drive of the complete description of qualifications and other requirements of the RFP via hand delivery, regular mail, or courier to the address listed on the cover page. The District must receive the proposal by the date indicated in the timeline below.

General Information:

NECSD is a large, urban school district located in the Hudson Valley region of New York State. The District is committed to providing high quality, certified related services in OT & PT to all students whose IEPs mandate them, regardless of their current circumstances in their living arrangements, availability, and medical condition. The selected vendor will work collaboratively with the NECSD Administration in the design and execution of high-quality related services and learning experiences for all students requiring home based therapies across all settings. We are seeking highly qualified, NYSED certified, professional therapists who value and utilize research-based instructional strategies that will help us achieve our mission of educating and empowering each of our students.

SCOPE OF SERVICES

The successful respondent(s) shall provide:

- Certified/Licensed personnel;
- Individualized home-based therapy services;
- Therapeutic treatment plans aligned with IEP goals & objectives;
- Progress monitoring for goals as well as attendance and Medicaid documentation;
- Communication with District personnel;
- Flexible scheduling, including after-school/evening hours if required;
- OT & PT services in accordance with the District departmental practices and NYSED standards

Services may be required during:

- Regular school year;
- Summer months;
- Emergency or temporary placements

TIMELINE

A. Distribution of Requests for Proposal:

Date: June 18, 2026

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

Date and time: July 10, 2026 10:00 AM

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

Date: July 14, 2026

D. Effective date of award:

Date: July 15, 2026

GENERAL REQUIREMENTS

Instructions to Respondents:

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

General Instructions:

1. Specifications contained in the Request for Proposals are to provide
 - Scope of Services as outlined by NECSD
 - Executive summary
 - Detailed description of services
 - Implementation plan and projected timeline
 - Data integration approach
 - Pricing structure
 - References from at least three public school districts
 - Sample contract
2. Minimum requirements are specified. The respondent 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 “**RFP 07102026 Occupational Therapy & Physical Therapy Home Based Services**”. Please ensure your organization’s name is included on the outside of the package. If you are using a commercial delivery company that requires the use of their shipping package or envelope, your proposal must be placed within a second sealed package labeled as detailed above. This will ensure your proposal is not prematurely opened.
5. Original proposal is to be mailed or delivered to: **Newburgh Enlarged City School District, 124 Grand St, Newburgh NY 12550, Attn: Purchasing Agent**; to arrive no later than the closing date and time specified in the timeline provided herein. Any proposal received after that time will not be opened, and will be returned only upon request by, and at the expense of, the respondent(s). The respondent(s) will assume total responsibility for delivery of their proposal on time at the place specified, whether sent by mail, courier service, 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 respondents in obtaining a clear understanding of the requirements of this proposal, respondents may present clarifying questions. Questions regarding this RFP must be submitted in writing via email to purchasing@necsd.net by 12:00 PM EST on July 1, 2026. Responses will be returned by close of business (5:00PM) July 2, 2026

TERMS AND CONDITIONS

1. The issuance of this RFP request constitutes only an invitation to submit a response to the District. If the school district chooses to award the RFP to a selected respondent, the respondent must complete a contract with the District. The form and content of the contract will be determined by the District.
2. No officer of the school district or member of the Board of Education shall have an interest in this proposal.
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. Respondents 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 Newburgh Enlarged City School District. The District shall not disclose any information presented to anyone outside the District prior to the award of the contract, 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 RFP request, whether or not the submission is accepted. Submitted proposals 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 respondent believes that any information in its proposal 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 respondent shall submit with its proposal 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 respondent to submit such a letter with its proposal 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 RFP request, receiving and evaluating responses, or making preliminary respondent selections. Providing a response as provided herein shall neither obligate nor entitle a respondent 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 respondent's submission satisfactorily meets the criteria established in this RFP request, the right to seek clarification from any Respondent(s), and the right to cancel and/or amend, in part or entirely, the RFP request, at any time prior to a written contract.
7. It is understood that any submission received and evaluated by the Newburgh Enlarged City School District will be used as the basis for the cost and terms of a contract between the District and the particular respondent. In submitting a response, it is understood by the respondent that the District reserves the right to accept any submission, to reject any and/or all submissions and to waive any irregularities or informalities in the proposal process 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 RFP request. The District has the option of requesting the respondent 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. RFPs submitted to the District must be valid for a period of at least 120 days from the deadline for receipt of proposal responses as defined in the time frame section of this document.
11. The selected vendor's proposal will become part of a consultant legal contract, should contracts be awarded. The term of the contract shall commence upon award and shall remain in effect through June 30, 2027, unless terminated, cancelled, or extended as otherwise provided herein. The contract shall be for a period of approximately twelve (12) months; upon mutual agreement with the contractor, the District shall have the option to extend the contract for up to four (4) additional one (1) year periods.
12. The District may, from time to time, inform other local governmental entities and school districts that they may acquire items or services listed in this Request for Proposals. Such acquisition(s) shall be at the prices stated herein, and shall be subject to respondent's acceptance. Other local government entities or school districts' purchase orders shall be submitted directly to the vendor within the specified contract period referencing the District's contract. The Newburgh Enlarged City School District will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity or school other than the Newburgh Enlarged City School District.
13. Any contract continuing as a result of an extension option is subject to fiscal funding. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void on the last day of the current appropriation of funds.
14. When specifications are revised, the Newburgh Enlarged City School District Purchasing Department will issue an addendum addressing the nature of the change. Respondents must sign and include it in the returned proposal package.
15. It is a requirement that respondents 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.
16. The Newburgh Enlarged City School District reserves the right to introduce additional factors not contained in this RFP 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.

17. Proposals shall be opened 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 respondent shall be read and recorded. Unless disclosure of final proposal pricing would constitute an impairment of negotiations, the proposed proposal, cost, or sum of each proposer will be read 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 respondent (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 to one or more proposer in the district’s discretion deemed to be most advantageous to the District. Notwithstanding any other provision of the RFP, the District expressly reserves the right to:
 - Waive any immaterial defect or informality; or
 - Reject any or all proposals, or portions thereof; or
 - Reissue an invitation for proposal.
20. The District Board of Education reserves the right to award a contract to one or more respondents in the best interest of the District. The Board of Education’s decision will be final.
21. If the District is closed on the day bid/proposal(s) are due. The bid/proposal due date will be extended to the next day the district is open at the same time.

Respondents Default – Failure of the Respondents 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 - PROPOSAL SHEET**
- ATTACHMENT D - INSURANCE REQUIREMENTS**
- ATTACHMENT E - NON-COLLUSIVE BIDDING/PROPOSAL CERTIFICATION**
- ATTACHMENT F - PROPOSER WARRANTIES**
- ATTACHMENT G - IRAN DIVESTMENT ACT COMPLIANCE RIDER**
- ATTACHMENT H – IRAN DIVESTMENT ACT CERTIFICATION**
- ATTACHMENT I - SEXUAL HARASSMENT CERTIFICATION**

ATTACHMENT A – SPECIFICATIONS

1. **General Specifications** – The awarded vendor must provide a comprehensive Home-Based Therapy Services solution. The District seeks an agency/vendor to provide ongoing high-quality New York State certified related services in OT & PT for students who require this instruction to happen within their own home, at a central location such as a public library, as well as on the rare occasion in a virtual synchronous manner for the 2026-2027 school year. These home-based therapy services are required to provide our NECS D students with the necessary specialized therapy services to meet mandates in accordance with their Individualized Education Plans (IEPs).
2. **Expected Specified Components of the Proposal-**

A. Minimum Qualifications:

Respondents may apply as:

Sole Proprietor / Individual Therapist

The respondent must personally possess valid NYSED certification in at least one approved certification area listed below.

Agency / Tutoring Organization

The respondent must employ or contract with therapists who possess valid NYSED certification in at least one approved certification area listed below.

All certifications must remain active and in good standing throughout the contract period.

B. NYSED Office of the Professions Certification Requirements:

Respondents must demonstrate the ability to provide therapists holding valid NYSED certifications in one or more of the following areas:

- Occupational Therapist
- Physical Therapist

Documentation shall include:

- Copy of NYSED Office of the Professions certificates;
- NYSED Office of the Professions (OP) account verification if requested;
- Resume/CV for OT & PT personnel

C. Service Delivery Expectations

The provider shall:

Therapy Services Delivery

Provide direct related services through one or more of the following methods:

1. **Student Home Based Therapies**
 - Related services delivered at the student's residence;
 - Compliance with all safety and confidentiality requirements
2. **Community-Based Therapies**
 - Instruction delivered at mutually approved public locations such as libraries or community centers
3. **Virtual Synchronous Therapies (If necessary, supplemental ONLY)**
 - Live remote telehealth services using approved platforms including:
 - Google Meet
 - Zoom
 - Therapies must be interactive and synchronous.

Service Guarantees

Respondents must guarantee their ability to:

- Provide related services within timelines established by the District;
- Maintain adequate staffing levels;
- Fill assignments consistently;
- Provide substitute therapist coverage when necessary;
- Deliver services in-home, at approved public locations, and virtually synchronously;
- Maintain communication with District administrators.

Staffing Expectations

Providers shall:

- Conduct background checks;
- Ensure fingerprint clearance where required;
- Maintain personnel records;
- Ensure all staff comply with District policies.

Documentation Requirements

Providers must submit:

- Therapeutic treatment plans;
- Attendance records;
- Session logs & Medicaid documentation;
- Progress reports on IEP goals;
- Communication updates upon request.

Technology Requirements

For virtual synchronous telehealth services (supplemental only), providers must ensure:

- Reliable internet access;
- Appropriate devices;
- Secure and professional virtual learning environments.

Communication Requirements

- Contact families promptly;
- Schedule sessions within required timelines and for the duration of the IEP mandates
- Notify the District regarding attendance concerns

D. Vendor Responsibilities

The provider shall:

- Comply with all federal, state, and local regulations;
- Maintain confidentiality of student information;
- Comply with FERPA & HIPAA requirements;
- Maintain professional liability insurance.

E. District Responsibilities

The District shall:

- Provide NECSD departmental protocol guidance where applicable;
- Identify eligible students;
- Communicate required related services hours;
- Process payments pursuant to contract terms

F. Proposal Submission Requirements

Respondents shall submit:

- Cover Letter
- Organizational Overview
- Evidence of NYSED Office of the Professions Certifications
- Staffing Plan
- Service Delivery Plan (For each requested modality of instruction listed)
- Experience and References
- Pricing Proposal
- Insurance Documentation
- Completed Required Forms Listed as Attachments to this RFP

G. Evaluation of Proposals

Proposals will be evaluated using a weighted scoring methodology to ensure fairness, transparency, and objectivity. The evaluative criteria are as follows:

Evaluation Category	Weight
NYSED Office of the Professions Certification Coverage & Staff Qualifications	25 Points
Experience Providing Home-Based Related Services	20 Points
Capacity to Guarantee Service Delivery for OT & PT	20 Points
Quality of Service Delivery Plan	15 Points
References and Past Performance	10 Points
Pricing/Cost Proposal	10 Points
TOTAL	100 Points

***The District reserves the right to award to one or multiple vendors.

Sample Evaluation Rubric:

NYSED Office of the Professions Certification Coverage & Staff Qualifications (25 Points)

Rating	Description	Points
Excellent	Extensive certification coverage across both required areas; highly qualified staff	21–25
Good	Adequate certification coverage with qualified staff	16–20
Fair	Limited certification coverage or limited staff depth	10–15
Poor	Insufficient certification coverage	0–9

Experience Providing Home-Based Related Services (20 Points)

Rating	Description	Points
Excellent	5+ years with significant K–12 home-based services experience	17–20
Good	3–5 years relevant experience	13–16
Fair	Limited experience	7–12
Poor	Minimal/no relevant experience	0–6

Capacity to Guarantee Service Delivery for OT & PT (20 Points)

Rating	Description	Points
Excellent	Demonstrates strong staffing capacity and guaranteed coverage in all modalities	17–20
Good	Demonstrates reliable staffing and services plan	13–16
Fair	Limited evidence of staffing reliability	7–12
Poor	Insufficient guarantee of services	0–6

Quality of Service Delivery Plan (15 Points)

Rating	Description	Points
Excellent	Comprehensive and detailed operational methodology	13–15
Good	Clear and adequate service delivery plan	10–12
Fair	Moderately developed service delivery plan	5–9
Poor	Weak or incomplete service delivery plan	0–4

References & Past Performance (10 Points)

Rating	Description	Points
Excellent	Outstanding references and proven performance	9–10
Good	Positive references	7–8
Fair	Mixed references	4–6
Poor	Poor and/or no references	0–3

Pricing Proposal (10 Points)

Rating	Description	Points
Excellent	Competitive and cost-effective pricing	9–10
Good	Reasonable pricing	7–8
Fair	Higher-than-average pricing	4–6
Poor	Excessive or unclear pricing	0–3

3. **Award of Contract** – The District reserves the right to make partial awards. The District will award the proposal to the lowest responsive and/or responsible respondent(s) whose proposal is most advantageous to the District. In determining the most advantageous proposal, the District will consider criteria such as listed in subsection G. Evaluation of Proposals listed above. As stated earlier in the RFP, the District reserves the right to award to one or multiple vendors.
4. **Contract Term** – The initial contract shall be for services through June 30, 3027. Upon mutual agreement with the Contractor, the District shall have the option to extend the contract for up to four (4) additional one-year periods, provided that terms and conditions of the extension shall be the same and such is approved by the Board of Education. During the extended contract period, the District may cancel the contract without penalty, upon 30 days written notice to contractor.
5. **Pricing** – Prices for all goods and/or services shall be firm for the duration of this contract.
6. **Invoicing** – All invoices must be detailed, self-explanatory as to the charges for services. The invoice must be broken out by itemizing hourly labor rate with total labor dollars charged.
7. **Payment Term** – Net thirty (30) days from receipt of the invoice. All proposals should be on a timetable and schedule.
8. **Data Privacy and Security** – The contractor being mindful of the privacy rights of students, faculty, and staff in the district, agrees to strictly maintain the confidentiality of all Client information it receives, if any, in the performance of the services under this Agreement. The Contractor agrees to strict compliance with Section 2-d of the New York State Education Law with respect to the privacy requirements applicable to student information, classroom teacher information and building principal information. A Third-Party Addendum, including Parents Bill of Rights for Data Privacy and Security, and Supplemental Information must be executed by the parties and attached to the contract and will be a material part of the contract.

ATTACHMENT B – SIGNATURE PAGE

I have reviewed and agree to the terms, conditions and other stipulations of this RFP dated June 18, 2026, 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: _____

Fax: _____

E-mail: _____

Proposals must be signed to be valid.

ATTACHMENT C – PROPOSAL SHEET

The undersigned has carefully examined the proposal documents, and has examined all laws, ordinances and regulations governing the work. **The undersigned does hereby agree to provide all services necessary** or required for the work proposed hereunder, in strict accordance with the contract documents.

Please include on a separate page the proposed costs to provide the services requested. Include any other cost and price information that would be contained in a potential agreement with the District.

Proposal submitted by:

(Signature)

Company Represented:

(Company Name)

Company Representative:

(Printed Name)

ATTACHMENT D– INSURANCE REQUIREMENTS

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

A. Workers’ 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 (if applicable) - Requires COI with endorsement:

1. \$2,000,000 Each Claim
2. \$2,000,000 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

NON-COLLUSIVE BIDDING/PROPOSAL CERTIFICATION

Section 103-d, General Municipal Law. Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency, or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidders and affirmed by such bidder as true under the penalties of perjury,

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of any joint bid each party thereto certified as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - 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 another 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. Any bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder shall so state and furnish with the bid a signed statement which sets forth in detail the reason therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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

Firm Name: _____

Signed: _____ Title _____

Date: _____

ATTACHMENT F
PROPOSER WARRANTIES

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

Firm's Name

Address

City, State, Zip

(Print Name)

(Signature)

(Phone)

(Fax)

ATTACHMENT G

IRAN DIVESTMENT ACT COMPLIANCE RIDER AND CERTIFICATION

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

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

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

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

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

ATTACHMENT H

CERTIFICATION - IRAN DIVESTMENT ACT OF 2012

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

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

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

During the term of the Contract, should District receive information that a person is in violation of the above-referenced certification, District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

District reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____ Date: _____

Sworn to before me this ____
day of _____, 2026

Notary Public

ATTACHMENT I

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.

Firm's Name

(Print Name)

(Signature)

Sworn to before me this _____
day of _____, 2026

Notary Public