REQUEST FOR PROPOSAL
FOR
LEGAL SERVICES AND LABOR COUNSEL

FOR THE 2020 - 2021
SCHOOL YEAR

Nyack Union Free School District
13A Dickinson Avenue
Nyack, NY 10960

PROPOSALS WILL BE OPENED PUBLICLY:

DATE: August 25, 2020
TIME: 10:00 AM
PLACE: Nyack Union Free School District
13 A Dickinson Avenue
Nyack, NY 10960
NOTICE TO BIDDERS

The Nyack Union Free School District, Nyack, New York in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of Requests for Proposals (RFP) from reputable and qualified firms to provide services for the 2020-21 school year on the following:

REQUEST FOR PROPOSAL
LEGAL SERVICES AND LABOR COUNSEL

Proposal Due Date: August 25, 2020 at 10:00 AM

A formal Request for Proposal (RFP) will be available Monday, August 10, 2020 on the Nyack Public School District website: www.nyackschools.org under the link Departments – Business – Bids/RFP. No proposal shall be considered unless the organization making the Proposal has first obtained a copy of the RFP. Specific requirements are provided in the RFP. For questions or assistance, please email Marie Prats at mprats@nyackschools.org.

Requests for Proposals will be received until the date and time specified above at the District office, 13A Dickinson Avenue, Nyack, New York, at which time and place all RFP’s will be publicly opened. Bidders are solely responsible for the arrival of the RFP at the place of the bid opening by the appointed time, regardless of the means of delivery. All RFP’s received after the designated time will not be considered and will be returned to the Bidder unopened.

Request for Proposal must be presented in a sealed envelope as follows:
Nyack Union Free School District
13A Dickinson Avenue
Nyack, New York 10960
Attn: Gloria Menoutis, School Business Executive
RFP for Legal Services and Labor Counsel

The outside of the envelope must clearly state that it is a Request for Proposal and must identify the name of the RFP.

Request for Proposals shall remain firm for a period of forty-five (45) days following the date of the RFP opening.

The District reserves the right to consider experience, service and reputation in the above-referenced fields. In addition, the District reserves the right to consider the financial responsibility and specific qualifications as set out herein, of the prospective bidder in its evaluation of the bids and award of the contracts.

Proposals will be opened on the stated date, but will not be read aloud. There will be no discussion at the time of the opening of the Proposals. The names of those submitting Proposals shall be available following the opening upon request to the District Clerk. In the event that the District is closed due to unforeseen circumstances on the date and time the Proposals are to be opened, the Proposal(s) will be opened at the same time on the next day that the District is open. Each firm/individual submitting a proposal assumes the risk of any delay in the mail or delivery service,
or in the handling of the mail by the postal service, delivery service and/or employees of the District.

In light of the COVID-19 pandemic, in person attendance will not be permitted. The opening of the Proposals will be made available to the public through a live Zoom videoconference. To connect to the videoconference by internet and/or telephone, please click the link below to join the webinar: https://zoom.us/j/98603691215

Or iPhone one-tap:
US: +16465588656,,98603691215# or +13126266799,,98603691215#

Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 646 558 8656 or +1 312 626 6799 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782
Webinar ID: 986 0369 1215
International numbers available: https://zoom.us/u/adW1X9BjH

Anyone having difficulty connecting to the video conference should contact Marie Prats at 845-353-7033 for assistance.

The District reserves the right to reject any or all Proposals, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional Proposals.

END OF NOTICE
Request for Proposal for Legal Services and Labor Counsel

Sealed proposals are due in the Business Office by August 25, 2020 at 10:00 a.m. This request for proposal is for the purpose of selecting a qualified and experienced legal firm(s) to provide legal services to the Board of Education and School District beginning in 2020 with a prorated fee based on a determined effective start date through June 30, 2021 and continuing thereafter at a negotiated fee as may be mutually agreeable for up to a total of five (5) years in duration. A member of the firm will serve as the primary contact individual for general school legal counsel and will attend Board of Education meetings as requested.

This request for proposal also seeks labor counsel and negotiation legal services to represent the Board of Education in the negotiation of collective bargaining agreements. A member of the firm will serve as the primary contact individual for labor counsel and will attend Board of Education meetings as requested.

The Board of Education reserves the right to select one firm to handle both general and labor counsel, or to select two or more firms to handle the District’s legal counsel.

Proposals must detail the firm’s/individual’s experience in education, finance, municipal and labor law, as well as public sector negotiations. The School Board Attorney serves as chief legal advisor to the Board of Education and the administrative staff.

Services to be covered under the annual retainer for general school legal counsel shall include, but not be limited to, the following:

1) Rendering legal opinions to and advising the Board of Education and Central Office Administration;
2) Prepare formal opinion letters when requested by the Board of Education or the Superintendent of Schools or designee;
3) Review and prepare Board of Education resolutions as needed;
4) Review legal documents pertaining to the District;
5) Attend Board of Education meetings when requested;
6) Provide general advice and guidance on all matters pertaining to education, finance and municipal law such as:
   a) All legal issues directly affecting the Board of Education including annual elections, financial matters and legal aspects of school budgets
   b) Special education matters (all services prior to the impartial hearing stage)
   c) Student rights, student discipline, guardianship, adoption, student name change orders, custody, orders of protection, school district residency issues, Child Protective Services, etc.
d) Internal Revenue System issues, employee wage garnishments, subpoenas, etc.

e) Freedom of Information Law requests and other solicitation of district records including employee and student records

f) Foster child tuition matters

g) Commissioner’s Regulations

h) Federal and state civil rights laws, criminal law, real property tax law, open meetings law, parliamentary law issues

i) Governmental, municipal and political issues

j) School Board liability relating to employee matters

k) Recent and pending changes in state and federal laws

l) District insurance plans

m) Environmental, health and safety (OSHA, PESH, etc.)

n) Legal rights of professional and support staff personnel

o) Review and comment on legality of policies, administrative regulations and proposed procedures.

In addition, the Board of Education is requesting an hourly fee for legal services rendered beyond the scope of the general legal counsel retainer to include:

Assisting and/or negotiating certain contracts (e.g., real estate such as the sale, lease or purchase of property, contract for services such as audit, architectural, engineering, construction, etc.);

Reviewing and preparing contracts for the Board of Education and the School District;

Prosecuting and defending all litigation on behalf of the School District.

**Labor Counsel Retainer**

All District bargaining units and expiration dates of current contracts are provided under the section titled DESCRIPTION OF THE DISTRICT. The labor counsel retainer must include the following services:

- Advising and consulting with the Board and administrative personnel as required to plan, present, and review proposals as well as preparing associated documents for negotiation of collective bargaining agreements;

- Assisting administration in analysis of the current contracts and past bargaining records;

- Assisting administration in researching and analyzing area contracts with similar bargaining units, including wage patterns, costs, and tax potentials
● Conferencing with administration on contract problems and bargaining goals;

● Preparing and presenting demands, counter-proposals, and bargaining positions;

● Serving as spokesperson in collective bargaining;

● Preparing for all necessary mediation and fact-finding sessions, including researching for and drafting of memoranda;

● Preparing settlement agreements and contracts;

● Preparing letters to, the Board of Education and Superintendent concerning the progress of the negotiations and basis for settlement and attending executive session when necessary to explain proposals and the progress of negotiations;

● Conferences with supervisory personnel after negotiations to present and interpret the negotiated contract, as requested.

● Provide advice relating to other personnel and labor matters, such as grievances, discharge of employees under Civil Service Law and Education Law, and attend all relevant meetings at which the presence of an attorney is requested by the Board of Education or the Superintendent and prepare appropriate documents or memoranda of fact or law.

● Provide advice on personnel policies as they may impact collective bargaining or personnel matters and prepare appropriate documents or memoranda of fact or law. Attend all relevant meetings at which the presence of an attorney is requested by the Board of Education or the Superintendent

● Provide “in-service” workshops and/or other educational programs for the Board or staff, as requested.

In addition, the District requests an hourly fee for legal services rendered beyond the scope of the Labor Counsel Services retainer to include representation for the Board and District in litigation or adversarial challenges arising out of labor matters to include advice, counsel, preparation for and appearances at court, before administrative hearing officers, labor arbitrations and other quasi-judicial forums.

**General Information**

The Board of Education has a history of maintaining a working relationship with one attorney for a number of years. The examination of requests for proposals does not imply dissatisfaction with services currently being provided. The Board of Education does feel that a complete review should be given to services provided to the district at regular intervals and requests this review as an ongoing part of this process.
The School District is keenly interested in the level and type of educational legal experience of the firm and those persons who will be assigned to work with and represent the Board of Education.

Proposals must identify the chief partner that will be assigned to this account and must include brief resumes of all attorneys who may service this account as well as a listing of school district or governmental clients who can substantiate the attorney’s/firm’s public sector experience. The Board of Education reserves the right to reject attorneys who do not have the appropriate school law experience or qualifications to provide the desired legal services. The successful firm/attorney will possess a minimum of 10 years of public school law experience.

Firms submitting proposals should be of a sufficient size to ensure timeliness, stability and responsiveness during the year, including returning phone calls in a prompt manner. It is our expectation that phone calls will be returned within 24 hours, except emergency calls which must be returned post haste. Firms submitting proposals shall provide information about their size as well as their school district and local governmental experience. A listing of school district and local government references must be submitted with your proposal. The Board of Education expects the firm to provide demonstrated knowledge of the Laws of the State of New York, Standards promulgated by the New York State Education Department, Regulations of the Commissioner of Education, Federal Government Regulations, New York State and Rockland County Civil Service Regulations, Public Employee Labor Relations and knowledge of local municipal laws (county, town, and villages) that pertain to the District.

DESCRIPTION OF THE DISTRICT

- The current General Fund Budget is $90,684,000.
- The district operates a contracted non-subsidized food service program in all school buildings. The program operates under the National School Lunch Program and receives Federal and State reimbursements.
- The Board of Education consists of seven members, elected at large, serving a term of three years.
- The district is a component member of Rockland BOCES.
- Most custodial and maintenance services are provided by a contracted cleaning service (one custodian is a District employee).
- Athletic Field Maintenance and Grounds and Landscaping are also outsourced.
- Transportation services are primarily contracted with two contractors, Peter Brega Inc. for large bus services, and Vel Coach for small buses and vans. We also have miscellaneous transportation contracts with other bus contractors such as Pre-school Playhouse and Rockland BOCES. Transportation is provided for approximately 2,483 eligible students. This includes public, private, parochial, and special education services.
Bargaining units and current contract dates:

2. Nyack Association of Educational Secretaries (NAES) – July 1, 2018 to June 30, 2022 – 33 members – NYSUT

Number of employees – approximately 490

- 300 - full and part-time instructional staff (includes teachers, psychologists, social workers and nurses represented by the Nyack Teachers Association - NYSUT)
- 104 - full and part-time teaching assistants, monitors, health-aides (represented by School Related Professionals – NYSUT)
- 33 - full and part-time clerical and secretaries (represented by Nyack Association of Educational Secretaries – NYSUT)
- 19 – Security aide personnel (represented by Nyack Professional Security/Personnel – NYSUT)
- 14 - support staff (includes our management confidential clerical support, District Clerk, Community Outreach & Public Relations Specialist, District Treasurer, technology personnel, maintenance mechanic, family resource center staff, athletic trainer, etc.);
- 9 - Building level administrators (represented by the Nyack Administrators Association)
- 8 - Central office administrators (non-affiliated including Superintendent of Schools, School Business Executive, Assistant Superintendent for Curriculum, Instruction/Personnel and Directors)

Number of schools and projected enrollment: The district is comprised of five schools and the projected enrollment for the 2020-2021 school year is approximately 2,841 students in District and an additional 77 students in out-of-District placements. The projections include approximately 1,277 elementary students, 689 middle school students, and 875 high school students.
- Management

  Superintendent of Schools  
  Assistant Superintendent for Curriculum and Instruction/Personnel  
  School Business Executive  
  District Clerk  
  Director of PPS/Special Education  
  Director of English as a New Language (ENL) and Bilingual Education  
  Director of Equity, Inclusion and Innovation  
  Director of Technology and Innovation  
  Director of Guidance K-12  
  Director of Physical Education, Health, Wellness, and Athletics  
  Facilities Department

  - James Montesano, Ed.D.  
  - Winsome Gregory, Ed.D.  
  - Gloria Menoutis  
  - Linda DeCicco  
  - Leo Macias  
  - Audrey Cabbell  
  - Dr. Alexandria Connally  
  - Darleen Nicolosi  
  - Lorraine Longing  
  - Joe Sigillo  
  - Kevin Heaton

- School District Insurance – The District purchases a comprehensive insurance package through New York School Insurance Reciprocal (NYSIR)
All proposals submitted must be clearly marked “REQUEST FOR PROPOSAL FOR LEGAL SERVICES AND LABOR COUNSEL” and sent to:

Please submit to:
Ms. Gloria Menoutis
School Business Executive
Nyack Union Free School District
13A Dickinson Avenue
Nyack, NY 10960

Date and time proposal must be received: **August 25, 2020 at 10:00 a.m.**

Name of Firm: ____________________________________________________________

Address: ________________________________________________________________

Contact Person: __________________________________________________________

Email Address: __________________________________________________________

Telephone #: __________________________________________________________

Fax #: _________________________________________________________________

Authorized Signature: ___________________________________________________

Title: __________________________________________________________________

Note: Please submit this page with your proposal.
The following information must be included in your proposal:

- Please describe your firm’s scope of practice.

- Please provide the name of all the firm’s partners and their area of specialization in the law.

- Your firm’s experience in education and public law services including compliance issues, equal employment opportunities, administration, etc.

- Professional biography of the primary partner/attorney to be assigned to Nyack U.F.S.D. (both general and labor counsel).

Please find the District’s insurance coverage requirements for our school legal counsel in Appendix A-6.

Note: Proposer must submit all pages of Appendix A of this document, along with all other required documents, in the manner specified by the RFP.
Nyack Union Free School District
13A Dickinson Avenue
Nyack, NY 10960

LEGAL SERVICES AND LABOR COUNSEL

REQUEST FOR PROPOSAL
WEIGHTING SCORE SHEET

All proposals will be weighted on the following criteria:

<table>
<thead>
<tr>
<th>Category</th>
<th>Weight</th>
<th>Score</th>
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<tbody>
<tr>
<td>1 Finance &amp; Municipal law experience</td>
<td>20</td>
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<tr>
<td>2 Education law experience</td>
<td>20</td>
<td></td>
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<tr>
<td>3 Labor Law/Negotiations experience</td>
<td>20</td>
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<tr>
<td>4 Team composition &amp; experience</td>
<td>20</td>
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<tr>
<td>5 Financial Considerations</td>
<td>20</td>
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<td>TOTAL</td>
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</table>

Law Firm: _____________________________        Date: ________________

Rater: _________________________________
APPENDIX A

REQUIRED DOCUMENTS

PROPOSER’S NAME: ________________________________________________

- A-1 Proposal Acknowledgment Form
- A-2 Non-Collusion Affidavit
- A-3 Addenda Acknowledgement
- A-4 RFP Recap Sheet
- A-5 Pricing
- A-6 Insurance Agreement/Requirements
- A-7 Iran Divestment Certification
- A-8 Conflict of Interest Certification
- A-9 W-9

Proposer must submit all Appendices of this document, and all other required documents in the manner specified in the RFP. All other pages are to be kept by the Proposer for their records.
APPENDIX A-1
PROPOSAL ACKNOWLEDGMENT FORM

The Proposer acknowledges that he/she has carefully read the RFP and understands the specifications requested.

The Proposer also acknowledges that this proposal is based on the written RFP document, any addenda listed in the addenda acknowledgment and not on any verbal communication or clarification from The District.

The Proposer further acknowledges that should this Proposal be accepted by the District, such action shall constitute a legally binding agreement and therefore, subject to all the terms and conditions of the bid documents.

Proposer further acknowledges that he/she will contract with the Nyack Union Free School District using a Purchase Order and comply with the requirements of the RFP and the Purchase Order terms and conditions.

Company Name of Proposer: _______________________________________________

Business Address of Proposer: ____________________________________________

Business Phone: ________________________________________________________

Business is a legally listed as:

☑ Sole Proprietorship
☐ Partnership
☐ Corporation

Authorized Agent: ________________________________________________________

(Printed)

Authorizing Signature: ____________________________________________________

Date: __________________________________________________________________
APPENDIX A-2
NON-COLLUSION AFFIDAVIT

Authorized officer: Proposer’s submittal containing statements, letters, etc., shall be signed in the Proposal by a duly authorized officer of the company whose signature is binding on the Proposer. The undersigned offers and agrees to provide all of the services(s) awarded to them upon which qualifications are stated in the accompanying Proposal. The period of evaluation and award of the contract by the Board, shall be up to forty-five (45) calendar days, from the date of the Proposal acknowledgement, unless otherwise indicated by Proposer.

I, ____________________ am a duly authorized officer of/agent for ____________________ and have been duly authorized to execute the foregoing on behalf of the said.

I hereby certify that the foregoing offer has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the type of services/commodities offered, or to influence any person or persons to offer or not to offer thereon.

By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury that to the best of his knowledge and belief:

A. The fees in this Proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such fees with any other Proposer or with any competitor;

B. Unless otherwise required by law, the fees which have been offered in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the opening, directly or indirectly to any other Proposer or to any competitor; and,

C. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Company Name of Proposer: ________________________________________________

Address: __________________________________________________________________

Tel #: _____________________________

Fax#: ____________________________________________________________________

Authorized Agent’s Name (Print): _____________________________________________

Title: ____________________________________________________________________

Signature: __________________________________________________________________
APPENDIX A-3
ADDENDA ACKNOWLEDGEMENT

The Proposer acknowledges the receipt of all addenda listed below as issued by the Nyack UFSD. Please list any additional addenda and sign below.

The Proposer further acknowledges the inclusion of said addenda to the original Proposal documents and therefore binding in the agreement of the Proposer with the District.

<table>
<thead>
<tr>
<th>Addenda Number</th>
<th>Date Received</th>
<th>Authorized Signature</th>
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RFP FOR: Legal Services and Labor Counsel

PROPOSAL DUE DATE: August 25, 2020 at 10:00 AM

PROPOSER’S NAME: _________________________________

ADDRESS: _________________________________________

___________________________________________________

“NO-SUBMITAL”

☐ PLEASE CHECK HERE IF PROPOSER WISHES TO “NOT SUBMIT”
### APPENDIX A-5

PRICING

## FIXED RATE SCHEDULE

<table>
<thead>
<tr>
<th>Retainer Base Fee (annual) as described</th>
<th>2020-21</th>
<th>2021-22</th>
<th>2022-23</th>
<th>2023-24</th>
<th>2024-25</th>
</tr>
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<tbody>
<tr>
<td>Hourly Rate for Litigation in all areas of general counseling</td>
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<td>Discounts (if any) for individual litigation extending over a base number of hours: Over _____ hours, each single litigation at:</td>
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<tr>
<td>Base Labor Counsel Retainer: Completion of negotiations with expiring units plus related services as described.</td>
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<tr>
<td>Hourly Rate for service not covered under Labor Counsel Retainer</td>
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</tbody>
</table>

Please indicate any minimum billing time per service (minutes per call, hours per visit, etc.)

Bills are to be presented on a monthly basis and will be paid on the next regular warrant following receipt and approval. All out-of-pocket costs are to be billed as they accrue and itemized receipts must be submitted with each bill as required for claims auditing. Preparation and copies of routine documents are the responsibility of the firm.
APPENDIX A-6

INSURANCE AGREEMENT – Legal Services and Labor Counsel

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District as an Additional Insured on the professional consultant’s insurance policies, with the exception of workers' compensation, N.Y. State Disability insurance.

II. 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. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District.
   • State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.

III. Certificates of Insurance
   • The certificate of insurance must describe the specific services provided (e.g., accounting, architectural, Public Relations, Construction Manager, etc.) covered by the liability policies. Such policies must also provide coverage for claims of negligent hiring, training, and supervision and which may arise in the context of sexual molestation, abuse, harassment, or similar sexual misconduct; sub-limits below policy limits for such coverage are acceptable solely at the discretion of the District.
   • A copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms shall be provided to the District upon request.

IV. The professional consultant agrees to indemnify the district for any applicable deductibles and self-insured retentions.

V. Minimum Required Insurance: Insurance coverage as indicated must be obtained and kept in force:
   • Commercial General Liability Insurance
     $1,000,000 per occurrence/$2,000,000 Aggregate
     The general aggregate shall apply on a per-project basis where applicable.
   b. Automobile Liability
     $1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
   c. Workers' Compensation, Employers Liability
     Statutory Workers’ Compensation (C-105.2, 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 exemption must file a CE-200 Form with the state. This form can be completed and submitted directly to the WC Board online.
APPENDIX A-6 (continued)

d. Professional Errors and Omissions
   $2,000,000 per occurrence/$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a ‘claims-made’ basis, the retroactive date must re-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

e. Umbrella/Excess Insurance
   $3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow form basis over the required General Liability and the Professional Liability coverage.

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

Representative Name (Print): _______________________________________________________
Authorized Signature: _____________________________________________________________
Company Name (Print): ___________________________________________________________
Title: ___________________________________________________________________________
Email: __________________________________________________________________________
Phone: __________________________________________________________________________
Date: _______________
APPENDIX A-7

IRAN DIVESTMENT ACT FOR: Legal Services and Labor Counsel

By submitting a proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Proposers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List.

Additionally, Proposer is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should Nyack Union Free School District receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, Nyack Union Free School District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Nyack Union Free School District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Proposer in default.

Nyack Union Free School District 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.

Name of Company: ________________________________________________

Name of Company Official: __________________________________________

Signature of Company Official: _______________________________________

Print Name: _______________________________________________________

Date: _____________________________________________________________
APPENDIX A-8
CONFLICT OF INTEREST CERTIFICATION

*This form must be SIGNED and NOTARIZED*

Name of Proposer: ____________________________________________________________

Business Address: __________________________________________________________________

Telephone #:__________________________ Date of Proposal _________________________

The Proposer above mentioned declares and certifies:

First, That the said Proposer is of lawful age and the only one interested in this bid, and that no one other than said Proposer has any interest herein.

Second, That this bid is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.

Third, That no member of the Board of Education of the Nyack Union Free School District nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.

Fourth, That said bidder has carefully examined the instructions, schedules, and specification prepared under the direction of the Board of Education, and will, of successful in this bid, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this bid is made.

Fifth, That the prices quoted are net and exclusive of all federal, state and municipal sales and excise taxes.

Sixth, The following non-collusive bidding certification applies to this bid.

Subscribed and sworn to before me

this _________ day of __________ 2020 ____________________________________________
(Person, Firm or Corporation)

________________________________________________________
Notary Public or Commissioner of Deeds ____________________________ (Authorized Signature)

Commission Expires __________________________
APPENDIX A-9

W9 FORM