



To All Providers:

Please submit a sealed proposal for **SPECIAL EDUCATION & RELATED PROFESSIONAL SERVICES** to the Westbury Union Free School District. The district will receive sealed proposals on or prior to **10:00 am on Thursday, October 31, 2024**. Whether sent by mail or by means of personal delivery, the proposer assumes responsibility for having his proposal deposited on time at the place specified. Proposals must be submitted in a sealed envelope plainly marked on the outside: **RFP# 2024/2025-05 SPECIAL EDUCATION & RELATED PROFESSIONAL**.

Proposals will be opened on the stated date at 10:00 a.m. in the District Administration/Business Office located at 2 Hitchcock Lane, Old Westbury, NY. There will be no discussion at the time of the opening of the proposals. The names of the proposing firms shall be available following the proposal opening.

Proposals shall be irrevocable for a minimum period of One Hundred Twenty (120) days from the date of proposal opening. Alterations to said proposals must be submitted in writing. Consideration shall be given only to those alterations, which may be caused by unforeseen circumstances beyond the control of the firm submitting said proposal. The Assistant Superintendent for Finance & Operations or his / her designee shall make such determination.

The Westbury Union Free School District reserves the right to reject any or all proposals that it considers not to be in the best interest of the school district.

Please read the attached material carefully before submitting your proposal.

The District invites a competitive RFP from experienced professionals or firms, hereinafter referred to as (Proposer”), to provide **SPECIAL EDUCATION & RELATED PROFESSIONAL SERVICES** for 2024-2025 for the Westbury Union Free School District. In accordance with the District’s policies and procedures, contracts for Labor and Materials services requiring special skill or training are subject to competitive bidding requirements of §103 of General Municipal Law. The proposer must demonstrate its ability to provide the services identified in this request for proposal. The District reserves the right to select one or more proposers to provide these services.

## **I. PURPOSE**

The Westbury Union Free School District, hereinafter referred to as “the District”, invites quotations/proposals from providers of **SPECIAL EDUCATION & RELATED PROFESSIONAL SERVICES** for the 2024-2025 School Year beginning on July 1, 2024, and ending on June 30 2025, extendable up to a maximum of four (4) additional years upon the approval of the Westbury UFSD Board of Education. Any renewal shall be upon the existing terms and conditions, including price. Notwithstanding the foregoing, in the event that the successful Proposer incurs additional expenses that require a price increase in subsequent years, the successful Proposer may request an annual increase not to exceed the Westbury UFSD allowable growth factor for that school year with approval of the Westbury UFSD Board of Education.

## **II. RECEIPT OF PROPOSALS**

An original and one (1) copy of the proposal must be submitted to the Administration/Business Office. Envelopes must be clearly marked **RFP#2024/2025-05 SPECIAL EDUCATION & RELATED PROFESSIONAL SERVICES** and the name and address of the proposer.

Proposals must be received no later than **10:00 AM on THURSDAY, OCTOBER 31, 2024** at the following address:

Westbury Union Free School District  
Administration/Business Office  
2 Hitchcock Lane  
Old Westbury, NY 11568  
Attn: Purchasing Agent/Deputy Purchasing Agent

Please note that, in the unforeseen event that the School District is closed for instruction due to COVID or other emergency situation, essential employees will be on-site. Therefore, we will continue to receive proposals in response to this RFP on or before the due date and time. Whether sent by mail or by means of personal delivery, the proposer assumes responsibility for having his proposal deposited on time at the place specified.

There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals, attending pre-proposal conferences, or interview(s) in responding to this request. Proposals submitted after the stated time and date

may not be considered and may be returned to the firm unopened.

During the evaluation process, the School District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the School District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. The Westbury UFSD reserves the right to reject without prejudice all quotations received under this Request for Proposal.

### **III. PROPOSAL SUBMISSIONS**

All proposals must be submitted in two parts. Part 1 must address experience and references. Part 2 must consist of complete cost and pricing information. Incomplete submissions will not be considered for award. Proposals should not be excessively long and should be submitted in a format that permits copying for review.

In addition, all proposals must include a completed:

- Vendor Information Acknowledgment Form
- References
- Vendor Disclosure Certification
- Certification of Compliance with the Iran Divestment Act of 2012
- Non-Collusive Certification
- Sexual Harassment Prevention Certification Form
- Conflict of Interest Certification

All materials submitted in response to this request for proposal shall become the property of the District.

### **IV. BACKGROUND**

The following is a brief description of the School District:

1. Student Enrollment at Westbury School District – approx. 4,700
2. Number of Schools – 6
3. Management
  - a. Superintendent
  - b. Assistant Superintendent for Curriculum and Instruction
  - c. Assistant Superintendent for Personnel
  - d. Assistant Superintendent for Finance & Operations

## V. SCOPE OF SERVICES

### A. General Responsibilities

The Westbury UFSD requires individuals or firms/agencies to provide the Special Education Related Services to the Westbury UFSD students on an as-needed basis. Scope of services shall include but may not be limited to the following Related Educational Services:

- Occupational Therapy Services & Evaluations
- Physical Therapy Services & Evaluations
- Speech Therapy Services/Evaluations/Feeding Evaluations
- Behavioral/ABA Training
- Behavioral Consulting Services
- ABA Services & Evaluations (i.e.-ADOS)
- FBA/BIP
- Vocational Assessments/Evaluations
- Audiological Evaluations
- CSE Meeting Participation
- Educational Evaluations
- Parent Counseling/Training
- Hearing/Vision Evaluations
- Home Tutoring/Home Instruction
- Neurological Evaluations
- Orientation & Mobility Services
- Psychological Services/Evaluations/Neuro-Psychological Evaluations
- Special Education Aides / RBT aides
- Social Work (LCSW/LMSW) Services/Psycho-Social History Evaluations
- Psychiatric Services & Evaluations
- School Medical Physician Services
- Special Education Consulting Services
- Special Education Teacher Services (i.e.-Resource Room, Consultant Teacher)
- Staff Development/Trainings/Workshops (i.e.-autism, Co-Teaching Model, etc.)
- Teacher of the Visually Impaired
- Teacher of the Deaf
- Interpreters for the Deaf & Hard of Hearing/Sign Language
- Assistive Technology Services & Evaluations (i.e.-AAC)
- RN Services
- LPN Services
- Health Aides Services
- Job Coaching
- Independent Living Skills
- Transition Planning Services

Within each of the above areas, services shall consist of, but are not limited to, the following:

1. Service based on individual student IEPs;
2. The implementation of goals and objectives for the educational services provided as per each individual student's IEP;
3. Provide a schedule in September (or upon commencing services) and every time there is an addition or a deletion of a student;
4. The completion of progress reports regarding student achievement of objectives as per report card schedules;
5. Provide the Committee on Special Education (CSE) with annual progress reports for each individual student receiving service to be reviewed at each student's CSE meeting;
6. Complete evaluations as per the request of the Director of Special Education on an as needed basis;
7. Consult with educational and other related services staff to maximize intervention and ensure carryover of treatment goals;
8. In connection with services rendered to Medicaid-eligible students, provide attendance records, notes and assistance to the School District for Medicaid billing;
9. Attend CSE meetings;
10. Enter updated current abilities, strengths and needs into draft IEP documents prior to meetings, as directed;
11. Enter proposed goals into IEP Direct prior to a CSE meeting, as directed;
12. Comply with Federal, State and local statutes, rules and ordinances, including FERPA and HIPAA, in relation to the confidentiality and safeguarding of student and District records.

All services shall be provided in strict compliance with the student's IEP. It is understood and agreed that all services provided pursuant to this Agreement shall be in coordination with classroom teachers of such students and/or at the direction of the CSE. Services will be rendered to students receiving instruction in the Westbury UFSD schools; private/parochial schools; or home setting. Services may be required to be provided on either an individual or group basis and in accordance with each student's individualized education program ("IEP"). Proposers are required to be licensed and qualified to perform the services set forth herein. All proposers performing services for the Westbury UFSD shall be licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. Proposers shall certify that all individuals performing services possess documentation evidencing such license qualifications as required by federal, state, or local statutes, rules regulations and orders.

The dates that a student may be serviced will be determined based upon the calendar of the school which the student is attending (i.e., students attending a non-public school will be serviced based upon that non-public school's calendar).

**Student absences are not billable, and make-up sessions are to be determined on an individual basis after consultation with the Director of Special Education.**

Providers who service students on behalf of the Westbury UFSD may not provide services on a private basis for these students or any other students attending a school where the

Provider services students on behalf of the Westbury UFSD without the written consent of the Westbury UFSD.

All invoices must include the following items:

- (a) Name of student
- (b) School of attendance
- (c) NPI number of provider
- (d) Dates of treatments/services provided
- (e) Rate per treatment/service
- (f) Description of treatment/service

The Proposer understands and agrees that it shall comply and is responsible for complying with all applicable Federal, State, and local statutes, rules and ordinances, including the New York State Safe Schools Against Violence in Education (SAVE) legislation. The successful Proposer shall adhere to all requirements and protocols as established by the School District and the State Education Department of New York: to wit, but not limited to, fingerprinting. The successful Proposer further agrees and understands that all teachers and/or professional service providers must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to the Westbury UFSD. If the successful Proposer sends a provider to the Westbury UFSD who has not obtained fingerprinting clearance with the State Education Department, the Westbury UFSD shall have the right to immediately terminate the within contract.

The Proposer shall be responsible for notifying the Westbury UFSD in writing in the event of a change in individuals performing services and shall provide the Westbury UFSD with updated certification of compliance with fingerprint clearance.

### **Responsiveness and Time Requirements**

Any individual/firm/agency selected is expected to have qualified staff available by telephone for consultation during normal business hours.

The Westbury UFSD may require regular or periodic on-site consultation.

The Westbury UFSD is unable to predict the total amount of time that may be required of the firm. The successful proposer will be expected to provide services as required throughout the year.

## **PART 1 – EXPERIENCE AND REFERENCES**

All individuals providing services hereunder must be licensed and qualified to provide the within services to the Westbury UFSD. Individuals providing services must possess, at a minimum, a bachelor's degree in the relevant field. Individuals providing services must be licensed in the State of New York and have a school certification issued by the State of New York, where applicable. Proposers shall satisfy these criteria in order to qualify for award.

In setting forth its qualifications, each individual or firm/agency submitting a proposal shall:

- A.** Provide the name of the firm/agency, as well as a brief description of its business activities and history.
- B.** Provide the name and title of the person(s) submitting the proposal, the firm/agency's main office address, primary and secondary points of contact and their telephone and fax numbers (including area codes).
- C.** Provide information on how long the firm/agency has been in business and the length of its experience in providing services to school districts.
- D.** Provide evidence of New York State licensure.
- E.** State the names and credentials of all individuals that might be assigned to this engagement and provide their resumes.
- F.** Identify the nature of any potential conflict of interest the individual or firm might have in providing these services to the Westbury UFSD.
- G.** Provide at least three (3) client references from similar contracts, including contact names, addresses and telephone numbers.
- H.** Provide any other information that might be beneficial to the Westbury UFSD.

The firm should provide an affirmative statement that it is independent of the Westbury UFSD.

**PART 2 – COSTS / FEES**

State the rates at which the services would be provided to the Westbury UFSD. Rates for individual sessions must be included for in-district school services, private/parochial school services and home-based services. Proposals shall include:

- A. For each individual whose resume is provided, give the title and the regular rate(s) and the rate you are quoting.
- B. The cost proposal must be an all-inclusive amount for the full range of services required for one year under the contract. No billing will be allowed for travel expenses, parking, participant materials or other incidentals.
- C. For each work item excused from the rate, include the rate associated with the item of work.
- D. Proposer may include in its proposal items not specified in this RFP which it would consider pertinent. All such alternatives must be listed separately from the proposal and the cost thereof must be separate and itemized.
- E. Provide any other relevant information that will assist the Cooperating Districts in evaluating the proposal.

**REVIEW OF PROPOSALS**

- A. The **Lead Participant** will review the qualifications of the proposals.
- B. The Westbury UFSD reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

**SCORING AND EVALUATION**

The District will evaluate each proposal using the following criteria:

<b>DESCRIPTION</b>	<b>PERCENT</b>
Professional Qualifications / Experience in Similar Work / Staffing and evaluation of staff resumes / References	60%
Cost / Fees	40%

The evaluation process is designed to award the proposal not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based on the evaluation criteria.

**TERM OF CONTRACT**

Contract Period: July 1, 2024 through June 30, 2025. (See PURPOSE in Section I.)



**INFORMATION FOR THE SPECIAL EDUCATION & RELATED PROFESSIONAL SERVICES**

Any question(s) submitted by an individual or firm regarding this RFP must be directed to:

Mr. Michael Mack  
Director of Special Education  
Phone: (516) 876-5119  
Email: [mmack@westburyschools.org](mailto:mmack@westburyschools.org)

## VI. INSURANCE REQUIREMENTS

The Professional Consultant will obtain and keep in full force and effect during the term of this Agreement, at its sole cost and expense, the following insurance:

1. 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, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the District as an Additional Insured Must:
  - a. 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.
  - b. 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.
  - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26 11 85) 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.
- 3
  - a. The certificate of insurance must describe the services provided by the professional consultant (e.g. physical therapy, psychological services, electrical training services, etc.) that are covered by the commercial general liability policy and umbrella policy.
  - b. At the District's request, the professional consultant shall provide a copy of the declarations page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.
4. The professional consultant agrees to indemnify the District for applicable deductibles and self-insured retentions all of which are the sole responsibility of the Consultant, to the extent not covered by the applicable policy.
5. 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  
\$100,000 Fire Damage

\$10,000 Medical Expense

Coverage for sexual misconduct must be affirmed.

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. **Professional Errors and Omissions Insurance**

\$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 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.

e. **Umbrella/Excess Insurance**

\$3 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability, General Liability and Professional Liability coverages.

6. The Professional Consultant acknowledges that failure to obtain the forgoing insurance on behalf of the District constitutes a material breach of contract. The professional consultant must provide the District with proof satisfactory to the District that the above requirements have been met. The failure of the District to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held by the District. Upon request, the Professional Consultant will provide the District with a copy of the Professional Consultants applicable insurance policies including any endorsements, modifications, or exclusions thereto.

The District is a member/owner of the New York Schools Insurance Reciprocal ("NYSIR"). The Professional Consultant acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also NYSIR, as the District's insurer.

## VII. INTERVIEW

The award process may include an interview with PPS Administrative Staff. Date of interview to be determined.

## VIII. FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this

RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that the information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page, "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW." The District assumes no liability for disclosure of information so identified, provided that the District has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

## **IX. TERMINATION OF CONTRACT**

Any contract agreed to under this Request for Proposal is subject to termination by either party with thirty (30) days written notice. In the event of termination of the contract, the District's responsibility shall be to pay for unpaid services performed.

## **X. RIGHT TO REJECT A REQUEST FOR PROPOSAL**

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Board of Education and the firm selected. The Westbury UFSD reserves the right, without prejudice, to reject any or all proposals.

This RFP does not commit any of the Westbury UFSD to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The Westbury UFSD intend to award a contract on the basis of the best interest and advantage to the Westbury UFSD, and reserve the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified proposers, or to cancel this RFP in part or in its entirety, if it is in the best interest of the Westbury UFSD to do so. The Westbury UFSD may select as the successful proposer that proposal which, in the Westbury UFSD's sole discretion and with whatever modifications the Westbury UFSD and the proposer may mutually agree upon, best meets the Westbury UFSD's requirements whether that proposal is the lowest priced. No proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the Westbury UFSD, in their sole discretion, shall enter a contract with the proposer that is selected.

## **XI. REQUESTS FOR CLARIFICATION/INFORMATION**

All requests for clarification or additional information as related to this Bid/Proposal shall be submitted in writing via e-mail to:

Mr. Michael Mack  
Director of Special Education  
Phone: (516) 876-5119  
Email: [mmack@westburyschools.org](mailto:mmack@westburyschools.org)

Please include the firm's name, a contact person's name, a fax number and an email address.

## **XII. FINANCIAL STATEMENT**

Upon request of the Lead Participant, a proposer shall submit its most recent financial statement. The Westbury UFSD reserves the right to use third party companies to verify financial information provided.

## **XIII. ACKNOWLEDGEMENT FORM**

Included within this Request for Proposal is the acknowledgment form to be used in connection with the services to be provided. Proposers should review the contents of the acknowledgment form and base his/her/its proposal on the provisions therein. The terms and conditions set forth in the Request for Proposal are incorporated into the acknowledgment form by reference and shall form a part of the Agreement executed by the Board of Education and the successful proposer.

## VENDOR INFORMATION & ACKNOWLEDGMENT FORM

The undersigned, as a duly authorized representative of the Vendor, hereby proposes to furnish such services, materials, supplies, and equipment as required by the General Terms and Conditions and Specifications contained within the Request for Proposal Documents at the prices indicated on the Rate Sheet Form.

Company Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ E-mail \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Please indicate the representative from your company who should receive all correspondence relating to this bid:

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

Address: (if different from above) \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### Vendor Acknowledgement

Vendor, by checking and signing below, confirms that he/she has read and understands and will comply with the terms, conditions and specifications/scope of this Request for Proposal and any addenda, if issued.

Yes  No

Proposers Authorized Signature: \_\_\_\_\_

## REFERENCES

Company Name:

Address:

Contact Person:

Telephone:

Dates of Contract(s)

Company Name:

Address:

Contact Person:

Telephone:

Dates of Contract(s)

Company Name:

Address:

Contact Person:

Telephone:

Dates of Contract(s)

Proposer's Name: \_\_\_\_\_

Company Name \_\_\_\_\_

**VENDOR DISCLOSURE CERTIFICATION**

**Vendor must complete either Section A or B below and returned with your proposal**

- A. This is to certify that the principal members of the company listed below are not related to any Board members, officers or employees of the District and no Board member, officer or employee of the District is directly or indirectly interested in this bid or the supplies, materials, equipment, work or services which are related to it, or in any portion of the profits thereof.

\_\_\_\_\_  
SIGNATURE COMPANY NAME

\_\_\_\_\_  
PRINT NAME

- B. This is to certify that the following Westbury Union Free School District Board members, officers or employees are related to principal members of the company listed below or have a direct or indirect interest in this bid or the supplies, materials, equipment, work or services which are related to it, or in any portion of the profits thereof.

NAME	RELATIONSHIP	NAME OF RELATION

\_\_\_\_\_  
SIGNATURE COMPANY NAME

\_\_\_\_\_  
PRINT NAME



[Type here]

**PROPOSER'S CERTIFICATION OF COMPLIANCE WITH  
IRAN DIVESTMENT ACT OF 2012**

In accordance with General Municipal Law §103-g, which generally prohibits the School District from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

*[Please Check One]*

**Proposer's Certification**

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief, that each bidder/proposer is not on the list created by the Office of General Services (OGS) pursuant to paragraph (b) of subdivision 3 of Section 165-an of the State Finance Law.
  
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: \_\_\_\_\_, New York  
          \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Name of Bidder/Proposer

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed or Typed Name of Official and Title

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

\_\_\_\_\_  
Notary Public  
Dated:

[Type here]

## BID PROPOSAL NON-COLLUSIVE CERTIFICATION

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

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date of Bid \_\_\_\_\_

1. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

2. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal here-after 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 its 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 submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where A. (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where A. (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

Sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_ Notary Public \_\_\_\_\_

[Type here]

## Sexual Harassment Prevention Certification Form

By submission of this bid, the person signing on behalf of the bidder certifies, under penalty of perjury, that: the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace; the bidder provides annual sexual harassment prevention training to all of its employees; and that the principal(s) and all employees of the bidder have completed the sexual harassment prevention training in the last twelve (12) months. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Bidder Name: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

[Type here]

CONFLICT OF INTEREST CERTIFICATION

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

The Contractor above mentioned declares and certifies:

- First            That the said Contractor is of lawful age and the only one interested in this proposal, and that no one other than said Contractor has any interest herein.
  
- Second        That this proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a proposal 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 Westbury UFSD, 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 proposal or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.
  
- Fourth        That said vendor has carefully examined the instructions, schedules, and specification prepared under the direction of the Board of Education, and will, if successful in this proposal, 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 proposal is made.
  
- Fifth          That the prices quoted are net and exclusive of all federal, state and municipal sales and excise taxes.
  
- Sixth         The non-collusive certification applies to this proposal.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_

NOTARY PUBLIC