

**REQUEST FOR PROPOSALS FOR  
CONSTRUCTION MANAGEMENT SERVICES  
WATERTOWN CITY SCHOOL DISTRICT  
1351 Washington Street  
Watertown, NY 13601  
Phone: (315) 785-3700**

**GENERAL INFORMATION/CONDITIONS:**

The purpose of this request for proposals (“RFP”) is to help the Watertown City School District (“District”) select a qualified firm(s) to provide comprehensive construction management services for a capital construction project for the District and for other services as needed including: collaborate with the project architect; prepare and update as needed a project schedule; coordinate the activities of multiple contractors to meet the milestone dates set forth in the project schedule; provide cost estimating and accounting services; provide project status reports; coordinate construction in compliance with the Contract Documents; and provide related professional services.

*Proposed Scope of Work:*

The voter referendum approved in March 2025 is \$110,000,000. The Project will be performed in three distinct phases (Phase 1 = \$68m, Phase 2 = \$20m, Phase 3 = \$22m – project costs). This will require management of three distinct bids and contractor groups. Tentative scheduling and scope for the Project is set forth in the attachments.

You are invited to submit proposals in accordance with this RFP. Proposals should reflect construction management costs in the following categories:

- (1) Logistical Planning.
- (2) Collaboration with the District's architect King & King in developing preliminary plans/specifications with cost estimates for review by the District and the preparation of final plans/specifications.
- (3) Preparation of bid packages and contracts, and management of Project work.
- (4) Construction Administration and Closeout.
- (5) Consulting Services.

The selected Construction Manager shall not bid or perform any of the trade construction work.

Joint ventures or teaming arrangements among multiple firms are not encouraged.

During the evaluation process, the District reserves the right, where it may serve the District, to request additional information or clarifications from Proposers, or to allow corrections or supplementation. At

the discretion of the District, Proposers may be requested to make oral presentations and be interviewed as part of the evaluation process.

The District reserves the right to retain all proposals submitted and to use any ideas or concepts contained within any proposal, regardless of whether the proposal was selected.

Proposers must be able to document their experience in providing Construction Management Services to comparable New York State public school districts. Additionally, Proposers shall document their staff capacity and expertise to meet the requirements of the District generally and the unique requirements of the capital construction projects specifically.

The pre-proposal inspection, if any, will be held at the discretion of the District subject to the District's procedures and infection control protocols.

All questions regarding this RFP are to be in writing and directed to:

Dr. Larry Schmiegel, Superintendent  
Phone: (315) 785-3700  
Email: lschmiegel@watertowncsd.org

For a proposal to be considered under this RFP, an original, plus an electronic submission, plus eight (8) copies of the proposal must be submitted to:

Dr. Larry Schmiegel, Superintendent  
Phone: (315) 785-3700  
Email: lschmiegel@watertowncsd.org

Envelopes containing proposals must be labeled as follows: **“CONSTRUCTION MANAGEMENT SERVICES PROPOSAL”**

Proposals shall also be e-mailed to Jeffrey M. Lewis at the Ferrara Firm PC drop box link at <https://spaces.hightail.com/uplink/Ferrara-FiorenzaLawFirm>.

The deadline for submission of proposals is **July 1, 2025, 3:00pm** local time.

Proposers are responsible for submitting their proposals as set forth herein to the appropriate location at or prior to the deadline. **No proposals will be accepted after the deadline.** Any proposals received after the deadline will be returned unopened to the Proposer and the electronic submission will be deleted. Delay in mail delivery is not an exception to the receipt of a proposal.

The District's Board of Education reserves the right to reject any or all proposals submitted or to accept any proposal which, in the opinion of the Board, will be in the best interest of the District.

**TENATIVE RFP TIMELINE:**

EVENT	DATE (on or about)
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Notice of RFP published	June 10, 2025
Inspection (at the District's discretion)	June 23, 2025
<b>Proposal Due Date</b>	<b>July 1, 2025, 3:00 pm local time</b>
Interviews (at the District's discretion)	July 8, 2025
Anticipated Board of Education consideration/award	August 5, 2025

The above-listed dates are tentative and subject to change without notice. The District reserves the right to revise the timeline without notice in its sole discretion.

### **PERIOD OF ENGAGEMENT:**

The services are to be governed by one or more contracts and are subject to appropriation of funds by the District. If there is no appropriation, then the contract will become null and void and of no force and effect.

### **POINT OF CONTACT:**

RFP documents are distributed solely by the District. Copies of RFP documents obtained from any other source are not considered official copies and may not be valid. Only those Proposers who obtain RFP documents from the District will be sent addendum information if such information is issued.

Limited requests for clarification or additional information regarding this Request for Proposals are to be submitted in writing prior to the proposal opening. **Verbal inquiries will not be entertained.** Questions may be submitted **via email** to [lschmiegel@watertowncsd.org](mailto:lschmiegel@watertowncsd.org). Questions must be submitted at least 72 hours prior to the proposal opening. Failure to do so may result in rejection of the proposal as being unresponsive. Any substantive requests for information that are received and responded to by the District will be provided to all prospective Proposers in the form of an addendum.

### **CONFIDENTIALITY**

The Proposers acknowledge that any and all information, records, files, documents, or reports provided to the Proposer by the District shall be considered confidential and shall be handled accordingly at all times. It shall be the Proposer's responsibility to protect and insure all portions of the District's materials and records in its possession. Neither the Proposer nor any of its employees, contractors, agents, or volunteers shall at any time be permitted to utilize such confidential information for any purpose outside the scope of this RFP or subsequent contract without the expressed prior written authorization of the District's Board of Education. Any breach of this confidentiality by the Proposer or any of its employees, agents or volunteers may result in the immediate termination of any resulting contract by the District.

### **DISCLOSURE OF PROPOSALS**

To the extent permitted by law, Proposers' proposals will not be disclosed, except for purposes of evaluation, prior to approval of the resulting contract by the District. All material submitted becomes the property of the District and may be returned or retained at the District's discretion. Submitted proposals may be reviewed and evaluated by any person other than one associated with a competing

Proposer, as designated by the District. The District reserves the right to use any and all ideas presented in any response to the RFP. Selection or rejection of a proposal does not affect this right. If a Proposer believes that any information in its proposal constitutes a trade secret or sensitive financial information 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 Proposer shall submit with its proposal a letter specially identifying the page number, line or other appropriate designation that information which is a trade secret and explain in detail why such information is a trade secret. Failure by a Proposer 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.

### **PROPOSAL COSTS:**

The Proposer warrants, represents, and confirms that there will be no cost to the District in connection with the submission of its proposal or any future proposals or amendments. All costs associated with preparing a response to this RFP are the responsibility of the Proposer. There is no expressed or implied obligation for the District to reimburse a Proposer for any expense incurred in preparing proposals in response to this RFP.

### **MODIFICATION OR WITHDRAWAL OF PROPOSALS:**

Any proposal may be withdrawn or modified by written request of the Proposer, provided such request is received by the District prior to the date and time set for receipt of proposals.

### **RIGHT TO REJECT PROPOSALS:**

This RFP does not commit the District 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 District intends to award a contract on the basis of the best interest and advantage to the District and reserves 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. The District may select as the successful proposal that proposal which, in the District's sole discretion and with whatever modifications the District and the Proposer may mutually agree upon, best meets the District's requirements whether or not 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 District, in its sole discretion, shall enter into a contract with the Proposer that it selects.

### **THE CONTRACTS:**

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations as set forth in sample contracts to be distributed to finalists for consideration. The District retains the option of canceling the award if the successful Proposer fails to accept the terms, conditions, and obligations contained in the proposed contract. The Board reserves the right to revise the obligations set forth in the contracts, negotiate with any or all Proposers, and enter into contracts for services with a Proposer on terms and conditions that are in the District's best interests.

### **FORMAT OF PROPOSALS:**

To enable the District to compare the proposals received, your proposal must include complete information as requested in this RFP and in the:

#### **CONSTRUCTION MANAGEMENT SERVICES QUESTIONNAIRE CONSTRUCTION MANAGEMENT FEES FORM**

In addition, it must include the following completed and properly signed forms which are attached hereto:

Receipt Confirmation Form  
Certificate and Signature Form  
Bid Proposal Certification and Non-Collusive Bidding Certification  
Iran Divestment Act Certification

### **INSURANCE:**

No Proposer shall commence work for the District until it has provided evidence of insurance coverage reasonably acceptable to the District as set forth in one or more contracts. Submission of evidence of insurance coverage and approval of the insurance by the District shall not limit or decrease the liability of the Proposer.

### **EXPECTED SCOPE OF SERVICES**

The selected Proposer, in collaboration with the Project Team, shall coordinate and manage one or more capital construction projects and play an active role in the District's Project Management Team, consisting of the District's architect King & King, the awarded construction manager, administration, Board member(s), and other members deemed appropriate by the District (the "Project Team"). The Construction Manager shall collaborate with the District's architect to develop schedules; prepare and explain project construction estimates; analyze alternative designs; prepare and explain cost models; explain labor and market conditions relevant to the Project and advise on the most appropriate construction techniques.

Project management procedures shall be established in collaboration with the District's architect King & King, with the District's input and approval which shall facilitate integration of all construction activities and phases of a Project. The selected Proposer shall deliver the Project in compliance with the final District approved project schedule, including but not limited to all substantial completion dates, in a cost-effective manner, consistent with the budget and standards set by the District. The collaboration shall include the use of a mutually agreed online project management software application (e.g., Procore) to which the District and the district's legal counsel have online access throughout the project and project close-out.

The selected Proposer's duties and the terms and conditions under which it will perform its duties shall include but are not limited to the services and terms and conditions described in one or more contracts to be determined.

**CRITERIA FOR EVALUATING PROPOSALS:**

- Qualifications and experience of the Proposer and other key personnel.
- Knowledge of and experience with NYS Education Department procedures regarding construction projects and other state and federal laws affecting the operations of public school districts.
- Recommendations from other school districts.
- Extent of services offered, and depth and extent of overall resources that can be used by the District.
- Fees and reimbursable expenses.
- Accuracy of estimating costs for previous school construction projects.
- Timeliness in completing previous school construction projects.
- How well the Proposer's represent their firm to District officials.
- The willingness and ability to maintain continuity of staff working on each project to allow the District to develop a familiarity and strong working relationship with the staff.
- Communication techniques and efficiency.
- Field visits to completed construction projects.

District Administrators and Board of Education members will review the proposals received and evaluate them.

Proposers considered to be most qualified may be invited to the District for an interview at the District administrative offices. Any Proposer selected for an interview should prepare a brief presentation based on the information requested in the Construction Management Services Questionnaire and the Construction Management Services Fees Form, both of which are attached hereto.

The District reserves the right to examine any other criteria and take the same under consideration and reject any Proposer or proposal despite its compliance with these criteria, if it determines that to do so would be in the best interest of the District.

The District reserves the right to reject any or all proposals submitted, to request additional information from one or more of the Proposers, and to negotiate with one or more of the finalists regarding the terms of the engagement and the contract(s). The District intends to select the Proposer that, in its opinion, is best qualified to meet the District's needs.

**WATERTOWN CITY SCHOOL DISTRICT**  
**1351 Washington Street**  
**Watertown, NY 13601**

**CONSTRUCTION MANAGEMENT SERVICES QUESTIONNAIRE**

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

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

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

email: \_\_\_\_\_

1. Provide a Company Profile that includes the following:
  - a. a chart of organization
  - b. the size of the firm (number of employees)
  - c. the number of years that the firm has been in business.
  - d. the type of service the firm can provide (i.e., full service, limited service with subcontractors, etc.)
  - e. the background of the firm
  - f. the location and address of the office from which the work for this District is to be performed.
  
2. Provide a list of those individuals in the firm with expertise in public school construction that will be directly involved with the District and whose participation will be contractually committed to the District. Include résumés that include information without limitation such as:
  - a. years of experience in NYS public school construction;
  - b. educational background;
  - c. the date the person began work for the firm;
  - d. their experience in managing and/or supporting NYS public school construction projects in the position to be held for this District;
  - e. any special skills;
  - f. a list of references with names and telephone numbers of contact persons for each person; and
  - g. the approximate percentage of work time each key person would devote to this District.

3. On a separate page list, the school districts you are now working with, or whom you have worked with in the past seven (7) years and for each provide the following:
  - a. name of the project;
  - b. school district contact, including name and telephone number;
  - c. Referendum amount;
  - d. Construction cost;
  - e. scheduled completion date; and
  - f. actual completion date.
4. Total number of persons in the firm with expertise in State Education Department procedures for public school construction projects \_\_\_\_\_
5. Will the project manager be available to attend Board meetings and other special meetings, without limitations (mostly evenings) when required? \_\_\_ Yes \_\_\_ No
6. Do you have any conflicts of interest or affiliations with employees of the District that would prohibit or restrict your representation of the District? \_\_\_ Yes \_\_\_ No If yes, please specify on a separate schedule.
7. Have you been involved in any litigation, arbitration, or claims involving a New York State public school district in the past fifteen (15) years under your current company name or previous company names? \_\_\_ Yes \_\_\_ No If yes, please specify the details on a separate schedule, including whether the litigation was filed by or against you.
8. Have you been involved in any litigation, arbitration, or claims involving an owner other than a New York State public school district in the past fifteen (15) years under your current company name or previous company names? \_\_\_ Yes \_\_\_ No If yes, please specify the details on a separate schedule, including whether the litigation was filed by or against you.
9. Please specify the general liability insurance coverage that you carry, including whether the coverage is under a claim made or occurrence-based policy and submit an example certificate of insurance showing all coverage that would be available to verify that your firm will be able to provide the liability insurance coverage during the project as set forth in the attached Contract. You agree to indemnify the District for any applicable deductibles. You acknowledge that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The Construction Manager shall provide the District with a certificate(s) of insurance, evidencing that the requirements have been met, prior to the commencement of work. The failure of the District to object to the contents of the certificate(s) or the absence of same shall not be deemed a waiver of any and all rights held by the District.
10. Please specify the amount of the professional liability insurance coverage that you carry, if any.
11. Briefly describe any theories or concepts your organization will use to facilitate the timely completion of the Project.
12. Discuss your approach and procedure regarding change orders.

13. Comment generally on the firm's approach to meeting the District's construction schedule and the steps that the firm would take for implementing/enforcing these requirements.
14. Provide volume of construction cost for school projects last year and average size of your projects.
15. List last five projects over \$10,000,000; include scope, fee and change order total (showing amount "requested by Owner").
16. Provide a concise description of methodology, general design and construction administration concepts and other relevant information for review.
17. Other Information - Present in this portion of the submittal any data or information which the firm considers pertinent to the selection process. Information should be kept relevant to the Project.
18. Please complete the attached CONSTRUCTION MANAGEMENT SERVICES FEES FORM.

**WATERTOWN CITY SCHOOL DISTRICT**  
**1351 Washington Street**  
**Watertown, NY 13601**

**CONSTRUCTION MANAGEMENT SERVICES FEES FORM**

Indicate the fees you would charge, or the method of calculation based on the following assumptions. The information below is not a forecast of a proposed capital project. It is presented to facilitate a fair and equitable comparison of proposals:

1. A capital project with a total referendum amount of \$110,000,000 to be performed in three distinct phases, as set forth in the enclosed scope and scheduling documents:

- a. Pre-Referendum Services
- b. Pre-Construction Services – (includes bid solicitation and award of contracts)
- c. Construction Services – (includes project close-out and the post-close-out inspection)
- d. Four full-time (4 FTE) for each construction phase.

- 2 field supervisors (overseeing multiple bldgs.)
- 1 project manager
- 1 admin.

\*If the Proposer recommends a different FTE allocation based on review of the Project scope, Proposer may provide an alternate proposal based on that FTE allocation.

- e. Online project management software accessible to the District, its Architect King & King, and the District's legal counsel.
- f. Cost estimating requirements:
  - i. Conceptual estimate/budget during the Pre-Referendum phase
  - ii. Schematic Design – full estimate
  - iii. Design Development – full estimate
  - iv. Construction Document – as needed in collaboration with the architect

2. Fee Option #1 – Lump Sum:

- a. Pre-Construction Services: \$ \_\_\_\_\_
- b. Construction Services: \$ \_\_\_\_\_
- c. Project management software: \$ \_\_\_\_\_
- d. Cost estimating: \$ \_\_\_\_\_

e. Other: \$ \_\_\_\_\_

**Total:** \$ \_\_\_\_\_

3. Fee Option #2 – As an alternative to Option #1 lump sum proposal, provide hourly rates for all personnel which would be applied to construction management plan prepared in consultation with the School District’s Architect, King & King:
4. *Firms may provide any additional information that will assist the District in a fair and equitable comparison of fees and services.*

**WATERTOWN CITY SCHOOL DISTRICT**  
**1351 Washington Street**  
**Watertown, NY 13601**  
**Receipt Confirmation Form**

Please complete and return this confirmation form within five (5) business days of receiving an RFP package to:

Attn: Superintendent  
Watertown City School District  
1351 Washington Street  
Watertown, NY 13601

RE: REQUEST FOR PROPOSALS  
CONSTRUCTION MANAGEMENT SERVICES

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Failure to return this form may result in no further communication or addenda regarding this RFP.

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

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

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Ext: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

I have received a copy of the above noted RFP

\_\_\_\_\_ We will be submitting a proposal

\_\_\_\_\_ We will not be submitting a proposal.

If you are responding that you are not submitting a proposal, please explain:

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**WATERTOWN CITY SCHOOL DISTRICT**  
**1351 Washington Street**  
**Watertown, NY 13601**

**BID PROPOSAL CERTIFICATION**

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

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

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

**I. General Bid Certification**

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

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

“(A) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise requested 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) A bid shall not be considered for award nor shall any award be made where (A) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (A) (1) (2) and (3) above have not been completed 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 (2) has (a) published price lists, rates, or tariffs covering items being procured, (b) had 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 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 have been authorized by the board of directors to the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

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

Title \_\_\_\_\_

## CERTIFICATE AND SIGNATURE FORM

RE: REQUEST FOR PROPOSALS - CONSTRUCTION MANAGEMENT SERVICES

PLEASE COMPLETE AND RETURN WITH YOUR PROPOSAL:

THE PROPOSER DECLARES AND CERTIFIES:

- 1<sup>ST</sup>: THAT NO MEMBER OF THE BOARD OF EDUCATION OF THE WATERTOWN CITY SCHOOL DISTRICT, COUNTY OF ST. LAWRENCE, NY NOR ANY OFFICER OR EMPLOYEE OR PERSON WHOSE SALARY IS PAYABLE IN WHOLE OR IN PART FROM THE TREASURY OF SAID BOARD OF EDUCATION IS DIRECTLY OR INDIRECTLY INTERESTED IN THIS PROPOSAL OR IN THE MATERIALS, EQUIPMENT, OR SERVICES TO WHICH IT RELATES, OR IN ANY PORTION OF THE PROFITS THEREOF.
- 2<sup>ND</sup>: THAT THE SAID PROPOSER HAS CAREFULLY EXAMINED THE RFP AND SPECIFICATIONS PREPARED UNDER THE DIRECTION OF THE BOARD OF EDUCATION, AND WILL, IF SUCCESSFUL IN THIS PROPOSAL, FURNISH AND DELIVER AT THE PRICES BID AND WITHIN THE TIME STATED, ALL THE MATERIALS, EQUIPMENT OR SERVICES FOR WHICH THIS PROPOSAL IS MADE UNDER THE TERMS AND CONDITIONS SET OUT IN THE CONTRACT ATTACHED TO THE RFP.

THE FULL NAMES AND TITLES OF ALL PERSONS INTERESTED IN THIS PROPOSAL AS PRINCIPALS ARE AS FOLLOWS:


DATE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FIRM: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_


NAME: \_\_\_\_\_  
(CONTACT PERSON FOR INQUIRIES)

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**WATERTOWN CITY SCHOOL DISTRICT**  
**1351 Washington Street**  
**Watertown, NY 13601**

**IRAN DIVESTMENT ACT CERTIFICATION**

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), § 165-a and General Municipal Law § 103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found of the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law § 103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder 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 its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The Odessa-Montour Central School District ("District") may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, 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

The District makes a determination that the goods and services are necessary for the District to perform its functions and that, absent such exemption, the political subdivision 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.

During the term of the Contract, should the District receive information that a person is in violation of the above-referenced certifications, the 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 the 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.

The District reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, 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.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE