



To All Providers:

Please submit a sealed proposal **GUIDANCE PROGRAM COUNSELING DATA SERVICES** to the Westbury Union Free School District. The district will receive sealed proposals on or prior to **11:00 am on Thursday, October 30, 2025**. 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#2025/26-03 GUIDANCE PROGRAM COUNSELING DATA SERVICES.**

Proposals will be opened on the stated date at 11:00 in the District 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 **GUIDANCE PROGRAM COUNSELING DATA SERVICES** for 2025-2026 for the Westbury Union Free School District.

## **I. PURPOSE**

The Westbury Union Free School District, hereinafter referred to as “the District”, invites quotations/proposals from providers of **GUIDANCE PROGRAM COUNSELING DATA SERVICES** for the 2025-2026 School Year beginning August 15, 2025, and ending June 30, 2026, extendable up to a maximum of four (4) years.

## **II. RECEIPT OF PROPOSALS**

An original and one (1) copy of the proposal must be submitted to the Business Office. Envelopes must be clearly marked **RFP#2025/26-03 GUIDANCE PROGRAM COUNSELING DATA SERVICES** and the name and address of the proposer.

Proposals must be received no later than **11:00 AM on THURSDAY, OCTOBER 30, 2025** at the following address:

Mr. Robert Stein  
Deputy Purchasing Agent  
2 Hitchcock Lane  
Old Westbury, NY 11568

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.

## **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, Non-Collusive Certification, and Certification of Compliance with the Iran Divestment Act of 2012. 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. 4,600
2. Number of Schools – 6
3. Management
  - a. Superintendent
  - b. Assistant Superintendents (2) for Curriculum and Instruction
  - c. Assistant Superintendent for Personnel
  - d. Assistant Superintendent for Finance & Operations

#### V. SCOPE OF SERVICES

The Proposer will provide Guidance Program Counseling Data Services to the District and Board, including, but not limited to the following:

##### **GUIDANCE PROGRAM COUNSELING DATA SERVICES**

Development of a professional development scope and sequence; measurable objectives and outcomes; engagement strategies; action period activities for implementation of the learning process; and procedures and systems to support the comprehensive school counseling program.

***Provide professional development that will support the school counseling team with the future implementation of the MTSS process- identified as a focused goal for the 2025-2026 school year.***

- ❖ Design, implement, evaluate, and transform comprehensive school counseling programs aligned to evidence-based models and frameworks that promote student equity, access, opportunity, and success.
- ❖ Align their student-centered, data-driven programs to school and district goals intentional, meaningful, and measurable ways.
- ❖ Conduct regular, frequent analysis of aggregate and disaggregate student data to inform decision-making
- ❖ Address the diverse academic, career, and social/emotional needs of students, decrease equity gaps, and increase access and opportunities, such that there is no disproportionality in attendance, discipline, or achievement data.
- ❖ Continually improve their efficiency and effectiveness in implementing a proactive (vs. reactive) program by partnering with their administrator and the district office to make intentional, data-driven decisions about their use of time in alignment with professional and ethical standards of practice.
- ❖ Regularly share the impact of their programs and activities on student outcomes with the school community.

**Support and facilitate a semester-long virtual cohort for district-level leaders ready to build sustainable systems, refine policies, and transform comprehensive school counseling programs to include the following:**

- ❖ Align programming across schools with strategic goals
- ❖ Build cross-departmental partnerships
- ❖ Implement sustainable systems that support equity, access, and impact
- ❖ Use data to demonstrate meaningful student outcomes

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

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

- a. Provide the name and or names of the firm as well as a brief description of its business activities and history.
- b. Provide information on how long the firm or individual has been in business and length of its experience in providing electrical training to school districts.
- c. Identify the firm's professional staff members, who specifically will be involved in this program as the services relate to public school electrical training program services, and the location of the office from which they work. Provide a detailed biography and/or resume outlining the experience and credentials of all staff members who will provide these services to the District.
- d. Provide a listing of [Guidance Program Counseling Data Services](#) contracts and/or projects awarded with other organizations giving dates of service.
- e. Provide the name and title of person(s) submitting the proposal, the firm's main office address, and primary and secondary points of contact and their telephone and fax numbers (including area codes).
- f. Detail the experience your firm and its staff have in working with public sector clients. Describe how needs specific to the public sector were met. Highlight any experience specific to Pre K - 12 public school districts.
- g. Provide at least *three* (3) client references from similar projects. Include contact names, addresses and telephone numbers. Provide a list of current and former educational clients and describe the nature of the work experience with these clients. Identify the nature of any potential conflict of interest (in fact or appearance) the individual or agency might have in providing these services to the District.
- h. Complete the attached non-collusion statement.

**PART 2 – COSTS / FEES**

		<b>COST</b>
<b>Professional Learning (PL)</b>	<b>2 days of onsite, in-person Professional Learning</b> for school counselors, administrators, and other critical partners. Includes 1 Professional Learning Specialists, pre-training consultation, “toolkit” slide presentations with yearlong access for all participants, “action period” extension activities, evaluation, and follow up reports. Inclusive of all preparation and travel expenses.	
<b>Consultation &amp; Coaching</b>	<b>3 Hours of Virtual Coaching, Consultation, and/or Professional Learning</b> for school counselors, administrators, and other critical partners. Includes 1 Professional Learning Specialists, preparatory meeting(s), “toolkit” slide presentations with yearlong access for all participants, online access to materials and resources, and follow up reports.	
<b>Leadership Professional Learning</b>	Create a Leadership Development Program workshop for District and Central leadership Team Members Monthly meetings for the school year (1.5 hours virtual)	
<b>Textbooks</b>	Required Textbooks for all participants and key district-level staff	

## REVIEW OF PROPOSALS

Proposals shall be evaluated based upon the following:

- a. Professional qualifications and prior experience, proposer's demonstrated capabilities and references.
- b. Total proposed price.

## SCORING AND EVALUATION

The District will evaluate each proposal using the following criteria:

DESCRIPTION	PERCENT
Professional Qualifications / Experience / Capabilities / References	50%
Cost / Fees	50%

## TERM OF CONTRACT

Contract Period: August 15, 2025 through June 30, 2026

## INFORMATION FOR THE **GUIDANCE PROGRAM COUNSELING DATA SERVICES**

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

**Mrs. Deadra Faulkner**  
**Title: Director of Guidance**  
**Phone: 516-876-5054**  
**Email: [DFaulkner@Westburyschools.org](mailto:DFaulkner@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 ExpenseCoverage 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 Central Office 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 and authorized costs incurred by the Technology Consulting Services provider.

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

The District reserves the right to reject without prejudice any and all quotations received under this Request for Proposal, to request additional information and clarifications from proposers, to allow corrections of errors or omissions, and to negotiate with one or more of the finalists regarding the terms of the engagement. Any information given, either orally or in writing, is not given in confidence and may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without any liability of any kind whatsoever. The District intends to select the [Guidance Program Counseling Data Services](#) provider that, in its opinion best meets the District’s needs, and not necessarily the provider whose fees are the lowest.

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

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

**Mrs. Deadra Faulkner**  
**Title: Director of Guidance**  
**Phone: 516-876-5054**  
**Email: DFaulkner@Westburyschools.org**

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

## **XII. PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY**

### **Guidance Program Counseling Data Service Providers must adhere to the Parents' Bill of rights for Data Privacy and Security.**

The Westbury Union Free School District is committed to protecting the privacy and security of each and every student's data. Parents should be aware of the following rights they have concerning their child's data:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record.
3. The confidentiality of a student's personally identifiable information is protected by existing state and federal laws, and safeguards such as encryption, firewalls, and password protection, must be in place when data is stored or transferred. Third party contractors are required to employ technology, safeguards and practices that align with the National Institute of Standards and Technology Cybersecurity Framework.
4. A complete list of all student data elements collected by the State Education Department is available for public review at <http://www.nysed.gov/data-privacy-security/student-data-inventory> or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
5. Parents have the right to file complaints about possible breaches of student data. Parents may submit a complaint regarding a potential breach by the District to Thomas DeNicola, Data Protection Officer. The School District shall promptly acknowledge any complaints received and commence an investigation into the complaint, while taking the necessary precautions to protect personally identifiable information. The School District shall provide a response detailing its findings from the investigation no more than sixty (60) days after receipt of the complaint.
6. Parents may access the State Education Department's Parents' Bill of Rights at <http://www.nysed.gov/data-privacy-security/bill-rights-data-privacy-and-security-parents-bill-rights>. Parents have the right to file a complaint with the State Education Department's Chief Privacy officer by writing to Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234. Complaints may also be submitted using the form available at the following website <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>.

### **Supplemental Information Regarding Third-Party Contractors**

In the course of complying with its obligations under the law and providing educational services, Westbury Union Free School District has entered into agreements with certain third-party

contractors. Pursuant to such agreements, third-party contractors may have access to "student data" and/or "teacher or principal data." Each contract the Agency enters into with a third-party contractor where the third party contractor receives student data or teacher or principal data will include information addressing the following:

1. The exclusive purposes for which the student data or teacher or principal data will be used;
2. How the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or principal data, if any, will abide by all applicable data protection and security requirements, including but not limited to not limited to those outlined in applicable state and federal laws and regulations (e.g., FERPA; Education Law §2-d);
3. The duration of the contract, including the contract's expiration date and a description of what will happen to the student data or teacher or principal data upon expiration of the contract or other written agreement (e.g., whether, when and in what format it will be returned to the educational agency, and/or whether, when and how the data will be destroyed).
4. If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected;
5. Where the student data or teacher or principal data will be stored, described in such a manner as to protect data security, and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated; and
6. Address how the data will be protected using encryption while in motion and at rest.

**Third-Party Contractors are required to:**

1. Adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework;
2. Comply with the data security and privacy policy of the educational agency with whom it contracts; Education Law § 2-d; and this Part;
3. Limit internal access to personally identifiable information to only those employees or subcontractors that need access to provide the contracted services;
4. Not use the personally identifiable information for any purpose not explicitly authorized in its contract;
5. Not disclose personally identifiable information to any other party without the prior written consent of the parent or eligible student; or
  - i. except for authorized representatives of the third-party contractor such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with state and federal law, regulations and its contract with the educational agency; or
  - ii. unless required by statute or court order and the third-party contractor provides a notice of disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute or court order.
6. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
7. Use encryption technology to protect data while in motion or in its custody from unauthorized disclosure as specified in Education Law § 2-d;
8. Not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
9. Notify Westbury Union Free School District of any breach of security resulting in an unauthorized release of student data or teacher or principal data, in the most expedient way possible and without unreasonable delay;
10. Ensure that all data protection obligations imposed by state and federal law and contract shall apply to any subcontractors engaged to perform its contractual obligations;

11. Provide a data security and privacy plan outlining
  - a. how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract;
  - b. specify the administrative, operational and technical safeguards and practices it has in place to protect personally identifiable information that it will receive under the contract;
  - c. demonstrate that it complies with the requirements of Section 121.3(c) of 8 CRR-NY Part 121.
  - d. specify how officers or employees of the third-party contractor and its assignees who have access to student data, or teacher or principal data receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;
  - e. specify if the third-party contractor will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected;
  - f. specify how the third-party contractor will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency;
  - g. describe whether, how and when data will be returned to the educational agency, transitioned to a successor contractor, at the educational agency's option and direction, deleted or destroyed by the third-party contractor when the contract is terminated or expires.
12. Provide a signed copy of this Bill of Rights to Westbury Union Free School District thereby acknowledging that they are aware of and agree to abide by this Bill of Rights.

### **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: \_\_\_\_\_

**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

**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:

## 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.

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_