

**WESTBURY UNION FREE SCHOOL DISTRICT
2 HITCHCOCK LANE
OLD WESTBURY, NEW YORK 11568**

REQUEST FOR PROPOSAL

General Legal Counsel and/or Labor Relations Counsel

RFP #2025/26-08

PROPOSALS WILL BE RECEIVED UNTIL 10 AM ON JANUARY 6, 2026

INQUIRIES, IN WRITING, MAY BE ADDRESSED TO:

Dr. Tahira DuPree Chase

Superintendent of Schools

Westbury Union Free School District

2 Hitchcock Lane

Old Westbury, NY 11568

Fax: (516) 876-2352

I. INTRODUCTION

A. General Information

Westbury Union Free School District, herein referred to as the District, is requesting proposals from qualified firms to serve as:

GENERAL LEGAL COUNSEL and/or LABOR RELATIONS COUNSEL.

The District may choose to select one individual/firm to serve as both GENERAL LEGAL COUNSEL and LABOR RELATIONS COUNSEL or it may choose to select one individual/firm as GENERAL LEGAL COUNSEL and a second individual/firm as LABOR RELATIONS COUNSEL. Individuals/Firms submitting a response to this Request For Proposals are welcome to submit proposals for either General Legal Counsel or Labor Relations Counsel or for both.

It is anticipated that the contract(s) for General Legal Counsel and/or Labor Relations Counsel will begin on JULY 1, 2026 and will be renewable for one year at each of the District's annual Reorganization Meetings in July 2027, 2028, 2029 & 2030. The contract(s) may be terminated by either party with thirty days written notice.

The following projected timeline for the notice of the RFP, submission of proposals and evaluation by the District is subject to change by the district.

<i>Event</i>	<i>Date</i>	<i>Time</i>
Issue/ Advertise RFP	12/11/25	
Submission of Written Questions	12/16/25	10:00 a.m.
Submission of Proposals	1/6/26	10:00 a.m.
Review of Proposals/ Interviews with the Admin and BOE *	January 7, 2026 to January 16, 2026 (EST.)	10:00 a.m.
Board Approval (by Resolution)	January 2026 (EST.)	10:00 a.m.
Contract Effective Date	7/1/26	10:00 a.m.

**The Board reserves the right not to conduct interviews and award the bid solely on the basis of the paper submissions.*

Original and seven copies of any proposal submitted by a qualified firm must be received by the Superintendent's Office at the Westbury Union Free School District, 2 Hitchcock Lane, Old Westbury, NY 11568 by 10:00 a.m. local time on **January 6, 2026**. Please write on the outside of the envelope the RFP name and number. The District reserves the right to reject any or all proposals submitted.

There is no expressed or implied obligation for the District to reimburse responding proposers for any expenses incurred in preparing proposals, or attendance at an interview, if required, in responding to this request.

In accordance with the District's policies and procedures, contracts for professional services requiring special skill or training are not subject to competitive bidding requirements of § 103 of General Municipal Law.

B. Brief Description of the District

- Enrollment: approximately 4,400 students grades pre-K–12
- Number of Employees: approximately 850
- Component District of Nassau BOCES
- Schools: Westbury High School, Westbury Middle School, Powells Lane School, Drexel Avenue School, Dryden Street School, Park Avenue School
- Seven-member Board of Education
- Administration:
 - Superintendent of Schools: Dr. Tahira DuPree Chase
 - Assistant Superintendent for Finance & Operations: Mary O’Neill
 - Assistant Superintendent for Secondary Curriculum: Brendan Gallivan
 - Assistant Superintendent for Elementary Curriculum: Robin Barnett
 - Assistant Superintendent for Personnel: Dr. Roger Bloom
- The District’s employees are represented by the following eight bargaining units plus a small group of non-negotiated personnel:
 - United Public Service Employees Union – Clerical (Expired June 30, 2026)
 - Westbury Association of Administrators and Supervisors – (Expires June 30, 2026)
 - Westbury Teacher’s Association – (Expires June 30, 2027)
 - United Public Service Employees Union – Custodial/Maintenance (Expires June 30, 2025)
 - United Public Service Employees Union – Security (Expires June 30, 2025)
 - United Public Service Employees Union – Food Services (Expires June 30, 2026)
 - Westbury School Related Professionals Association – (Expires June 30, 2026)
 - United Public Service Employees Union – Registered Nurses (Expires June 30, 2026)
 - Non-negotiated personnel consist of fourteen staff members whose contracts are renewed annually plus the Superintendent whose contract ends on June 30, 2030.
- Other Operations:
 - The District contracts third party contractors for transportation and food services.
- Budget: District voters approved the 2025-2026 Budget of \$201,341,468

C. Minimum Knowledge-base and Experience

The respondents submitting proposals must demonstrate a sufficient knowledge-base and experience to provide legal services and advice on topics including, but not limited to, the following:

- Labor and Employment Law matters including: Civil Service Law Section 75 and Education Law Section 3020-a disciplinary proceedings, representing the District in matters before the Public Employment Relations Board; employment contract negotiation and interpretation; investigation and preparation of reports related to allegations of workplace harassment and discrimination; representing the District before the Division of Human Rights, the EEOC, Department of Labor; state and federal courts, and administrative agencies;
- Special Education Law matters including: advice, counsel and representation of the District on matters relating to or arising from Federal and State special education laws and procedures, including conducting impartial hearings;
- General Education Law matters including: student matters, including student discipline and superintendent's hearings; appeals to the Commissioner of Education; election law issues; contract matters; General Municipal Law matters; personnel policies and employment handbooks; contract law; sexual harassment, the Americans with Disabilities Act, FMLA and the Affordable Care Act;
- Construction Law issues including AIA contract issues, requirements under the General Municipal Law and experience litigating construction related matters;
- Real Estate matters including the sale, lease or acquisition of property.

D. Requirements and Responsibilities

General Legal and Labor Relations Counsel

- Counsel must be admitted to the bar in New York State and be in good standing with the New York State Bar Association at the time the proposal is submitted and throughout the term of the contract, if awarded to the responder.
- Render oral and written advice regarding all issues under New York State Education Law, Commissioner of Education Regulations, decisions and opinions, Civil Service Law, New York State Labor Law, Local Finance Law, General Municipal Law as well as all pertinent case law and other federal, state and local laws as applicable to the District.
- Conduct seminars, as requested by the Superintendent for District staff regarding, but not limited to, the following subjects: student discipline, teacher discipline, laws involving

students with disabilities, collective bargaining agreement compliance, and teacher evaluation as related to tenure decisions and disciplinary proceedings as applicable.

- Attend regular (generally two per month) and special Board meetings, as requested.
- Review the Board agenda items prior to meetings.
- Monitor proposed and current relevant legislation of all federal, state and local governments.
- Review and approve the legality of all policies of the Westbury Union Free School District Board of Education.
- Provide advice and consult with the Superintendent or his designee and the Board as requested.

General Legal Counsel

- Advise and render written opinions, as requested, on any issue relative to the operations, functions or duties of the Westbury Union Free School District, its Board Members or employees.
- Provide oral and written advice regarding the District's compliance with all special education requirements, including those arising under IDEA, the Rehabilitation Act of 1973, and State law; and represent the District in all impartial due process hearings and appeals to the State Review Officer.
- Represent the District in all proceedings before the Commissioner of Education.
- Review, prepare and advise the District and its administrative personnel with regard to contracts, leases and bid documents.
- Counsel shall be required to review and approve the official minutes of the Board of Education.
- Appear for and represent the District in court in civil litigation, in Educational Law hearings, in matters submitted to the Commissioner of Education, and in Special Education proceedings.

Labor Relations Counsel

- Represent the District in all proceedings arising under Education Law Section 3020-a and Civil Service Law Section 75, as well as any other administrative proceedings asserting a violation of due process or other employment rights, whether arising from statute or common law.
- Represent the District in all Article 78 proceedings, regardless of the nature of the claim asserted, and in all actions in State court for declaratory and/or injunctive relief.

- Render oral and written advice regarding all aspects of labor relations with the District's various bargaining units, and all labor and employment law matters relating to the District's non-represented employees.
- Provide representation in all administrative proceedings arising under the New York State Human Rights Law, Title VI of the Civil Rights Act of 1964, and Title VII of the Civil Rights Act of 1964.
- Appear for and represent the District in court in civil litigation, in proceedings before PERB, in Educational Law hearings, in NYS Division of Human Rights proceedings, in matters submitted to the Commissioner of Education, in collective bargaining grievances and arbitration proceedings, and in Special Education proceedings.
- Serve as chief spokesperson with regard to labor negotiations with District bargaining units.
 - Serve as a team member and resource for purposes of collective bargaining unit negotiations with any or all of the represented units.
 - Represent the District in all related mediation and fact-finding proceedings. In the event of any strike or similar job action, provide advice and counsel regarding operations during such strike and legal representation in any PERB or court proceedings arising from the strike.

E. Proposal Format

It is imperative that all proposals follow the same format. Respondents must adhere to the structure outlined below:

Cover Page

- Indicate whether the respondent is submitting a proposal to act as General Labor Counsel or Labor Relations Counsel or both.
- Identify the respondent's name, contact person, address, telephone number and email address.

Table of Contents

- Provide the page number on which each of the sections, below, is addressed.

Qualifications/Experience of the Individual/Firm

- Briefly describe the respondent's experience and expertise in providing services to school districts in various fields of practice of law.
 - Provide a description of the quantity (e.g., years of experience, number of cases) and quality (e.g., favorable outcomes) of services provided in litigation, mediation, arbitration and labor negotiations.

- Experience/Number of workshops/seminars for school district employees.
- State the name(s) of the attorneys who would be assigned to the District.
- Provide background information including education, length of employment, areas of practice and professional credentials and affiliations for the attorneys who would be assigned to the District. (The District retains the right to approve replacements.)
- Provide information regarding the number of professionals practicing educational and labor law at the firm that are available to provide support and advice to the District.
- Identify the nature of any potential conflict of interest the individual or firm might have in providing these services to the District.
- Description of how the firm communicates proposed and new laws/regulations to clients.
- Describe the individual's/firm's participation in the development or and lobbying for legislation, especially legislation that impacts funding for district's with demographics similar to Westbury's.
- Demonstrate your financial stability of the firm and provide information relating to the firm's history and longevity.
- Provide any other information that might be beneficial to the District.

Fee Structure

- Pricing will not be the primary factor in the selection of legal counsel.
- This section should include information, substantially in the format of the attached *Bid Proposal Form*, on the fee structure to be charged for services performed for each of the following periods: 7/1/2026 – 6/30/2027; 7/1/2027 -6/30/2028; 7/1/2028 – 6/30/2029; 7/1/2029 – 6/30/30; 7/1/30 – 6/30/31.
- Include any other cost and price information that would be contained in a potential agreement with the District

References

- Each proposal submitted must include a list of current school district clients. The information should include contact name, title, address, email address and telephone number.
- Each proposal submitted must include a list of former school district clients. The information should include contact name, title, address, email address and telephone number.

Miscellaneous

- This section should include any additional recommendations, suggestions or information above and beyond the requirements listed in the RFP. Include cost information related to these suggestions, if applicable.

Minority and Women-owned Business Enterprises (MWBE) Commitment

- Provide a statement regarding the respondent's commitment to workplace diversity, working with MWBE, and compliance with applicable laws and regulations prohibiting unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status.
- Indicate the number and percentage of members of each minority group category, as defined below, employed by the firm on Long Island (Nassau-Suffolk) who fall into each of the following work categories: 1) partners/members, 2) staff attorneys, 3) para-legals and 4) support staff. (e.g., the District is interested in knowing the number of American Indians who are partners/members as well as the percentage that American Indians partners/members represent of the total number of partners/members.) The District prefers that responders present this information in a chart with each minority group listed vertically on the left side and each work category listed horizontally across the top. Numbers and percentages (#, %) should be listed in the appropriate "cell" on the chart.

Minority group categories as defined by the U.S. Office of Management and Budget:

African-American (Not of Hispanic origin): A racial category of persons with origins in any of the Black racial groups of Africa, Jamaica, the West Indies, and Haiti.

Hispanic: An ethnic category of persons of Spanish culture or origin regardless of race. These are persons of Puerto Rican, Mexican, Cuban, Dominican and Spanish ancestry. Spanish ancestry includes Spain and any of the Spanish speaking countries of Central and South America.

American Indian or Alaskan Native: A racial category of persons that can document themselves as ¼ degree of Indian ancestry and are members of a federally recognized North American Indian tribe.

Asian or Pacific Islander: A racial category of persons with origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent and the Pacific Islands. These areas include China, Japan, Korea, the Philippine Republic, Vietnam, India, Hawaii, Guam, and Samoa.

- Indicate the number of women and corresponding percentage retained by the firm who fall into each of the following work categories: 1) partners/members, 2) staff attorneys, 3) para-legals and 4) support staff.
- Provide any other demonstration of the individual's/firm's commitment to diversity and

inclusion.

Independence

- The respondent shall provide an affirmative statement that it is independent of the District by submitting the attached *Conflict of Interest Certification* and *Disclosure Form*.
- The respondent shall also list and describe the proposer's personal or professional relationships involving the District or agents thereof for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed services.
- The respondent who is awarded the contract to provide legal services shall give the District written notice of any professional relationships entered into with any employee or Board member during the period of this agreement.

Non-Collusion Certification

- Provide the attached Non-Collusion Certification form certifying that the prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor and that, unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and, no attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Non-discrimination

This section should include a comment on the following nondiscrimination clause:

- The District is committed to complying with all applicable Federal, State, local laws, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status. Further, The District does not discriminate on the basis of sex in the educational program or activities which it operates, and it is required by Title IX of the Educational Amendments of 1972 not to discriminate in such a manner. This policy of non-discrimination includes the following areas: recruitment and appointment of employees; employment pay and benefits; counseling services for students; access by students to educational program; course offering and student activities.
- In accordance with Article 5 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional, non-discrimination provisions, the Propose agrees that neither I nor its subcontracts shall discriminate for reason of race, creed, color, national origin, age sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or

intimidate any employee hired for the performance of work under the Agreement.

F. Scoring and Evaluation of RFP Responses

Responses to the RFP will be evaluated based on:

- Completeness of the submission.
 - All elements of the RFP as provided in Section E – Proposal Format must be addressed.
- Consideration of the content of each respondent’s responses to the elements provided in Section E – Proposal Format.
- Oral presentations
 - The District may, at its discretion, request any one or all responders to make oral presentations to the District’s Administration and/or Board of Education.
- Professional qualifications and prior experience, proposer’s demonstrated capabilities and references.
- Total proposed price

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

Term of the Contract

Contract Period: July 1, 2026 through June 30, 2027

Information for the General Legal Counsel and or Labor Relations Counsel RFP

Contact:

Tahira A. DuPree Chase tchase@westburyschools.org

Mary O’Neill moneill@westburyschools.org or

Robert Stein rstein@westburyschools.org (516) 874-1803

G. Conditions of RFP and Contractual Intent

- The issuance of the RFP constitutes only an invitation to submit a response to the District.
- The District reserves the right to determine, in its sole and absolute discretion, whether any aspect of the submission satisfactorily meets the criteria established in this RFP, the right to seek clarification from any respondent(s), the right to negotiate with any respondent(s), the right to reject any or all submissions with or without cause, and the right to cancel and/or amend, in part or entirely, the RFP.

- The RFP does not commit the District either to award a contract or to pay for any costs incurred in the preparation of a submission. Submitting a response shall neither obligate the District nor entitle the Respondent to enter into a contract with the District.
- It is understood that any submission received and evaluated by the District can be used as a basis for direct negotiation of the cost and terms of a contract between the District and the respondent. In submitting a response, it is understood by the respondent that the District reserves the right to accept any submission, to reject any and all submissions and to waive any irregularities or informalities that the District deems is in its best interest.
- In the event that this RFP is withdrawn by the District for any reason, including but not limited to, the failure of any of those things or events set forth herein to occur, the District shall have no liability to respondent for any costs or expenses incurred in connection with this RFP or otherwise. Accordingly, each submission should be submitted in the most favorable terms of costs and programmatic considerations and in a complete and understandable form. The District reserves the right to request additional data, oral discussion, or a presentation in support of the written submission.
- The District is not obligated to respond to any submission nor is it legally bound in any manner whatsoever by the submission of a response. It is the intention of the District to enter into a contract with the respondents with which the District can make the most satisfactory arrangements for its needs.
- The District reserves the right to invite firms to the District for an interview; however, interviews may or may not be conducted in the sole discretion of the District.

H. District Ownership of Submissions

Upon submission, all responses become the property of the Westbury Union Free School District. The District reserves the right to use the information and any ideas presented in any submission in response to the RFP, whether or not the submission is accepted.

I. Contract Negotiations

The respondent agrees that the District may use any part of the submission as the basis for negotiating the contract.

J. Rejection of Submission

The District, in its sole discretion, may reject any submission based on the format and submission requirements, or based on any other requirement in this document. The District's right in rejecting or retaining any and all submission is broad and it is at the sole discretion of the District.

K. Cancellation or Amendment of RFP

The District reserves the right to cancel or amend this RFP at any time and will notify all known RFP recipients accordingly.

L. Respondent's Costs

The District shall not be responsible for any costs incurred by respondent in connection with this RFP. Respondent shall bear all costs associated with submission preparation, submission and attendance at presentation interviews, or any other activity associated with this RFP or otherwise.

M. Freedom of Information Law

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, 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 fact on the top of each page, **"THE R E S P O N D E N T 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.

N. Insurance Requirements

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/BOCES 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 shall:
 - 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/BOCES, its Board, employees and volunteers with a waiver of subrogation in favor of the District/BOCES for all coverages including Workers Compensation.
 - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District/BOCES (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District/BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
3. a. The certificate of insurance must describe the services provided by the professional consultant that are covered by the liability policies.
- b. At the District's/BOCES' request, the professional consultant shall provide a copy of the declaration 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/BOCES for applicable deductibles and self-insured retentions.

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

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 [per NYS WC and Disability laws]. 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/BOCES. 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**

\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.

6. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract and subjects it to liability for

damages, indemnification and all legal remedies available to the District/BOCES. The professional consultant is to provide the District/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the District/BOCES to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District/BOCES.

Westbury Union Free School District

BID PROPOSAL FORM

NAME & ADDRESS OF PROPOSER: _____
(please print)

FEDERAL EMPLOYEE ID # _____
 TELEPHONE NUMBER: () _____
 FAX NUMBER () _____
 EMAIL ADDRESS _____

	<u>7/1/2026- 6/30/2027</u>	<u>2027-2028</u>	<u>2028-2029</u>	<u>2029-2030</u>	<u>2030-2031</u>
Annual Retainer					
General Counsel					
Labor Relations					
Hourly Fees - Title	Rate	Rate	Rate	Rate	Rate

SIGNATURE & TITLE _____
(signature)

Date: _____

(please print name)

NO CONTRACT BECOMES BINDING UNTIL THE NECESSARY FUNDS HAVE BEEN APPROVED FOR THE FISCAL YEAR DURING WHICH THE CONTRACT IS IN EFFECT

Westbury Union Free School District

CONFLICT OF INTEREST CERTIFICATION

Name of Proposer _____

Business Address _____

Telephone Number _____

The Proposer above mentioned declares and certifies:

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

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

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

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

Firm: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Sworn to before me this _____ day of _____, 2025

NOTARY PUBLIC

Westbury Union Free School District

DISCLOSURE FORM

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE FIRM:

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

1. Does any Westbury Union Free School District Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the firm? If yes, set forth the basis upon which a financial interest exists in the firm:

2. Has the firm or any of its officers, directors, partners, or controlling principals possessed any interest in transactions heretofore entered into with Westbury Union Free School District? If yes, describe the transaction(s):

3. Does any direct relative of a member of the Board, administrators, or staff possess any financial interest, directly or indirectly, in the firm (For purpose of this inquiry a direct relative is to be defined as a parent, spouse, child or sibling). If yes, set forth below the Westbury Union Free School District Board Member, administrator, or staff member whose relation possess an interest and the relationship:

THE UNDERSIGNED AFFIRMS THAT THE ABOVE STATEMENTS ARE TRUE AND UNDERSTANDS THAT ANY FALSE STATEMENT SHALL CONSTITUTE A VIOLATION OF THE PENAL CODE OR GENERAL MUNICIPAL LAW AS APPLICABLE.

Firm: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Sworn to before me this _____ day of _____, 2025

NOTARY PUBLIC

Westbury Union Free School District

NON-COLLUSION CERTIFICATIONS

Firm Name _____

Business Address _____

Telephone Number _____

Date of Proposal _____

I. General Proposal Certification

The proposer certifies that he will furnish, at the prices quoted, the materials, equipment and/or services as proposed on this Request for Proposals.

II. Non-Collusion Certification

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966. By submission of this proposal, the proposer certifies that he/she 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 proposer and affirmed by such proposer as true under the penalties of perjury:

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

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

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and,

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

(b) A proposal 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 proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the reasons

therefor. Where (a) (1) (2) and (3) above have not been complied with, the proposal 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 proposal is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a proposer (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 requested for proposal, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate proposer 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 proposal contains the certifications referred to in subdivision II of this section, shall be deemed to have been authorized by the board of directors of the proposer, and such authorization shall be deemed to include the signing, and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

The proposer affirms the above statement as true under the penalties of perjury.

Signature: _____

Title: _____

Date: _____

Sworn to before me this
_____ day of _____, 2025

NOTARY PUBLIC

