

FINANCIAL ADVISORY SERVICES REQUEST FOR PROPOSAL

CHEEKTOWAGA CENTRAL SCHOOL DISTRICT- RFP #220001

June 16, 2022

The Cheektowaga Central School District (“School District”) is requesting proposals from reputable and qualified firms to provide for Financial Advisory Services in connection with new issue bonds, bond anticipation notes, revenue anticipation notes, tax anticipation notes, deficit notes and budget notes.

Closing date for the Request for Proposal is 4:00 pm on Thursday, June 30, 2022. Please send one (1) original, two (2) hard copies and one (1) electronic copy of your proposal to the following address:

**Cheektowaga Central School District
Attention: Laurie Widman, Business Administrator
3600 Union Road
Cheektowaga, NY 14225**

Email: lwidman@ccsd-k12.net

All proposals received after the time stated will not be considered. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the Proposer assumes responsibility for having his bid deposited on time at the place specified.

Any questions regarding the RFP must be submitted in writing to Laurie Widman.

PROPOSALS MUST BE CLEARLY MARKED WITH THE NAME AND ADDRESS OF THE PROPOSER AND THE RFP NUMBER ON THE ENVELOPE/BOX.

INTRODUCTION:

As a first ring suburb to the city of Buffalo, the district boasts of a diverse culture where all students celebrate their uniqueness as well as their unity as Cheektowaga Central Warriors. The school district provides students with the personal attention of a small district as well as the educational opportunities of a large, diversified school district, providing the best of both worlds to its students with approximately 85% of its graduates attending college. To accomplish our vision to inspire and mission to inspire a high level of learning, the district has set three priorities: (1) to inspire a high level of learning for all students (2) focus on developing the whole child (3) creating opportunities for students to incorporate 21st century skills. An overview of the School District can be found on our website: <https://www.cheektowagak12.org/>

Nature of Services Required

Scope of Work

The scope of services that the financial advisor is expected to provide shall include, but not be limited to, the following:

FINANCIAL ADVISORY SERVICES

1. Meetings with the District's Superintendent, Business Administrator, District Treasurer, Architect and Construction Manager to review the District's capital improvement planning and program.
2. Make presentations to the Board of Education and members of the public, at the Board's request, concerning the debt issuance process, credit rating process and market conditions.
3. Provide the financial expertise necessary to improve and maintain the District's credit rating in the bond and note market. The financial advisor will provide information on pertinent market factors and historical trends in interest rates and yields.
4. Maintain relationships with the credit rating agencies, coordinate presentations as needed and conduct training sessions for the District's Board of Education or administrative team as may be necessary.
5. Assist the District with the selection of other professional service providers such as a financial printer, escrow agent, trustee and verification agent.
6. Coordinate the sale of debt with municipal officials, Bond Counsel, underwriters, insurers and prospective investors.
7. Assist with the preparation of the Official Statement and other documents necessary to conduct bond and note sales.
8. Assist with the preparation and filing of the debt statement for negotiated or competitively sold bond issues.

9. Coordinate the printing and dissemination by regular mail, e-mail and web posting of a Notice of Sale and Official Statement under which the bonds or notes are to be offered.
10. Assist with the advertisement of the District debt sales in appropriate publications.
11. Conduct bond and note sales at our offices, verify bids and make recommendations as to award.
12. Coordinate the closing of all debt issues among District officials, purchasers, Bond Counsel, DTC, rating agencies and other interested parties.
13. Assure compliance with IRS and SEC regulations and requirements, such as the District's annual continuing disclosure obligation, material event notices and arbitrage reporting.
14. Perform such other duties as necessary to insure the timely and efficient issuance of the District's debt and compliance with all Local, State and Federal Laws and regulations that pertain to District investments and debt.
15. Work with District officials to maintain and improve its credit rating, including as appropriate, analyzing data, conducting comparative analysis of comparable credits and prepare for rating presentation meetings or conference calls with the agencies.

PROJECT FINANCING & CAPITAL PLANNING

1. Prepare a financial plan for current and future projects to include the structure for debt issuance (BAN's, RAN's & bonds), taking into consideration such factors as state Building Aid, local resources, market conditions, budget constraints, projected repayment requirements and future capital needs.
2. Recommend alternative financing methods and the use of enhancements when appropriate.
3. Upon request, assist the District with the preparation and submission of SED forms and reports required to maximize and justify the District's State Aid claims. Complete and/or review various state aid forms, such as the SA-139 "Request for Building Project Data", SA-132 "Serial Bond Schedule", the SA135 "Bond Anticipation Note Schedule", and "Final Cost Report" for execution and filing by the District officials. Monitor Prospective Amortized Building Aid for variance from anticipated levels.
4. Collaborate with the Architect and Clerk of Works/Construction Manager to assist in the creation of an estimated cash flow projection for projects.
5. Assist in estimating appropriate Debt Service budget figures based on the evolving Financial Plan.
6. If requested, attend and participate in Board meetings, work sessions or public information meetings.
7. Prepare interim reports concerning financial matters of the project, as requested.

8. Assist with documentation and public relations related to Long-Range Financial & Capital Planning. Make public presentations, or be available as a resource, in connection with public meetings.

Instructions to Proposers

A. Proposal Format

Submitted proposals shall be consistent with the following outline:

1. Title Page showing that the proposal is for municipal advisory services, the firm's name, the name of the contact person and address, telephone number and email.
2. Provide a brief description of the firm’s business activities and history, including how long the firm has been in business; SEC and MSRB certifications, and membership in any professional organizations.
3. Provide the experience of the firm in providing municipal advisor services to school districts including the number of school districts in New York for which the firm currently provides municipal advisory services; the number of transactions completed in each of the last four years (2017, 2018, 2019, 2020) for New York school districts and two examples of recent transactions.
4. Identify the firm’s professional staff who specifically will be involved in this engagement, the experience each possess, and the location of the office from which they work.
5. Describe the services the firm will provide to the District.
6. Provide three client references for similar projects, including contact name, address, telephone and email.
7. State all fees to be charged for municipal advisor services including fees for notes, bonds, leases, refunding bonds, continuing disclosure and the hourly rate for additional services as requested.

EVALUATION OF RESPONSES:

District's evaluation of the proposal as it deems in the best interests of the District, using the following criteria:

<u>CRITERIA</u>	<u>WEIGHT</u>
Credentials and applicable certifications of the proposer	20%
Proven experience to New York school districts	20%
Special knowledge or expertise of the proposer	20%
Quality of the service provided by the proposer	20%

Fee schedule	10%
References	10%

This will include an overall assessment of the following (not listed in any order of priority):

- Firm’s expertise and experience
- Expertise of individuals who Proposer has identified as the individuals who will provide the services to the School District
- Fee Structure

Failure to meet any requirement set forth herein or subsequently determined not to provide the complete information required will disqualify the Firm from consideration.

FEES:

Proposed Fees should include all pricing information relative to performing the services described in this RFP. Detail any reimbursable expenses that are not included in the proposed fees.

Fees for Additional Services: Provide hourly rates for financial advisory services that are outside the scope of services described in this RFP.

LENGTH OF CONTRACT:

A one-year contract is contemplated subject to the annual renewal at the discretion of the School District and the annual availability of an appropriation and approval by the Board of Education.

VALUE-ADDED CONSIDERATIONS

Include any relevant services or products that will be provided to the School District which are not listed in this RFP but will enhance the value of your proposal.

SUBMISSION REQUIREMENTS

The following is required to be submitted with your proposal:

- Proposer Identification:
 - Corporate name
 - Corporate address (a physical address must be provided)
 - Telephone number
 - Federal Tax ID number
- Location of office from which the services will be performed
- Contact person(s)
- Number of employees
- Number of clients
- A complete statement of your firm’s organization, principal, officers and principal offices
- Describe your experience providing the services requested in this RFP. Include a detailed narrative of how the scope would be performed.
- Provide the number of K-12 public school districts that your firm is currently providing services similar to those described in this RFP. Describe the scope of work and estimated annual value of the work.
- Provide the names, titles and resumes of professional staff who will provide services to the School District
- Membership in appropriate professional organizations. Include copies of any licenses and/or certifications that are required to perform any of the work required by this RFP.
- Describe any other value added qualities the firm has.

RESPONSIBLE CONSULTANT

The Cheektowaga Central School District retains the right to accept any and all offers and to determine what constitutes a “Responsible Consultant”. Specific items, but not limited to, that may be considered in determining responsibility are:

- Financial information relative to the proposer
- Past performance of the proposer as it related to the RFP
- Information relative to experience, reliability and competence as it relates to this RFP
- A proposer’s past or present criminal involvement or “corrupt conduct”, including whether there are pending criminal investigations of or indictments against the proposer
- Willful violations of the prevailing wage provisions of the Labor Law as it relates to this RFP.
- As part of the evaluation process, proposers may be required to provide additional information, after the RFP opening, to obtain relevant information to determine whether proposer meets the requirements of a “Responsible Consultant”.

AUTHORIZED PERSONNEL

Provide the name, title, telephone number and e-mail address of the company point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Cheektowaga Central School District.

SUBCONTRACTORS

Provide a list of all third parties which you will rely on for the provision of the proposed services in this RFP, include names, addresses and details on the services that they will provide.

Note that all required company profile, financial stability and vendor information must be provided for each proposed subcontractor. The Cheektowaga Central School District shall have the right to accept or refuse any proposed subcontractor. However, the proposer shall be the sole contract holder and shall be responsible for any approved subcontractor’s work. The Cheektowaga Central School District will not establish a contractual relationship with the subcontractor.

REFERENCES

Response shall include a minimum of three references preferably in the K – 12 public school market.

BUSINESS RELATIONSHIP WITH CHEEKTOWAGA CENTRAL SCHOOL DISTRICT

If you are currently providing services for the Cheektowaga Central School District, please provide the name of your contact, describe the services being provided and the annual dollar spend.

EXCEPTIONS TO TERMS AND CONDITIONS

Exceptions taken to the terms and conditions of the contract clauses, formal attachments or to other parts of this RFP shall be identified, in writing, in your response. Each exception shall be specifically related to each paragraph and/or specific part of the RFP to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost and specific requirements of the RFP. Failure to comply with the terms and conditions of this RFP may result in your proposal being removed from consideration for award.

TERMS AND CONDITIONS

CONTRACT PRICE ADJUSTMENTS UPON RENEWAL

Proposed fees shall remain firm through the contract period with no price adjustments allowed.

FUNDING

All Cheektowaga Central School District expenditures are subject to appropriation of funds. Therefore, the Cheektowaga Central School District reserves the right to discontinue the RFP process and services if funding is not available.

OWNERSHIP OF PROPOSALS

All responses to this RFP become the property of the Cheektowaga Central School District. The School District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether the proposal is selected.

PROPOSERS' EXPENSES

Proposers are solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the Cheektowaga Central School District.

CONTRACT SOLUTION

The Cheektowaga Central School District reserves the right to award a contract in part or in full, or not at all, on the basis of responses received.

ACCEPTANCE OF PROPOSALS

This RFP should not be construed as a contract to purchase goods or services. The Cheektowaga Central School District is not bound to accept the lowest price or any proposal of those submitted.

QUOTES FROM THE MARKETPLACE

The School District reserves the right to consider quotes from the marketplace from suppliers other than those invited to respond to this RFP.

LIABILITY OF ERRORS

While the Cheektowaga Central School District has used considerable efforts to ensure an accurate representation of information in this RFP, all prospective proposers are urged to conduct their own investigations into the material facts and the Cheektowaga Central School District shall not be held liable or accountable for any error or omission in any part of this RFP.

HOLD HARMLESS

The Successful Proposer agrees to defend, indemnify and hold harmless the School District, its agents, officers and employees from and against any and all claims (including cost of litigation and attorney's fees) of whatever kind or nature arising out of or in connection with the Successful Proposer's performance.

ACCEPTANCE OF TERMS

All the terms and conditions of this RFP are deemed to be accepted by the proposer and incorporated in its RFP response except those conditions and provisions that are expressly excluded in writing in the RFP response.

FINANCIAL STABILITY

The successful proposer(s) must demonstrate financial stability and the Cheektowaga Central School District reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting proposals.

NEGOTIATION DELAY

If a contract cannot be negotiated within thirty (30) days of notification of intent to contract, the Cheektowaga Central School District may terminate negotiations with that proposer(s) and negotiate a contract agreement with another proposer(s) of its choice.

EVALUATION PROCESS

During the evaluation process, the Cheektowaga Central School District reserves the right, where it may serve the School District's best interest, to request additional information or clarifications from proposers, or to allow corrections of error or omissions.

SHORTLIST

Unless there is a successful proposer(s) based on the responses, a short-list may be developed for further evaluation. Shortlisted proposers may be asked to prepare a presentation and/or provide additional information prior to the final selection.

Additionally, short-listed proposers may be asked to make a formal presentation to the Cheektowaga Central School District. These presentations scheduled upon the Cheektowaga Central School District's request.

INTELLECTUAL PROPERTY RIGHTS

RFP responses and any subsequent work products if awarded a contract are and shall be the property of the Cheektowaga Central School District.

ASSIGNMENT

The Successful Proposer shall not assign or transfer this agreement without the prior written consent of the School District.

GOVERNING LAW

This RFP and any contract entered into between proposer(s) and the Cheektowaga Central School District shall be governed by and in accordance with the laws of the State of New York and the United States of America. Venue for any dispute arising out of or in connection with this RFP, or any contract formed between the proposer and the Cheektowaga Central School District shall be found in the New York State Supreme Court, Tioga County.

AMENDMENTS TO RFP

Any verbal information obtained from or statements made by the representative of the Cheektowaga Central School District or his designee at the time of examination of the documents or site shall not be construed as, in any way, amending RFP documents. Only such corrections or addenda that are issued in writing to all proposers by the Purchasing Agent shall become a part of the RFP. Any addendum issued during RFP process shall be included in the RFP response and become a part of any subsequent contract agreement.

FAILURE TO PERFORM

Should the successful proposer fail to perform as required by the Scope of Services and /or requirements of the RFP, the Board of Education may cancel the order and/or contract. In such event, the Cheektowaga Central School District shall not assume responsibility for, nor will it reimburse the proposer(s) for any expense or loss to the proposer(s) because of such termination or cancellation. The Cheektowaga Central School District, at its option, shall have the right to purchase products/service on the open market and charge back the differences to defaulting successful proposer(s).

TERMINATION FOR CONVENIENCE

The Cheektowaga Central School District shall have the right to terminate for convenience all or part of any subsequent contract upon thirty (30) days written notice.

COMPLIANCE WITH SAVE AND CHEEKTOWAGA CENTRAL SCHOOL DISTRICT POLICY

All school districts are required to comply with SAVE (Schools Against Violence in Education). It requires, among other things, that all prospective agents and employees of a school district submit to a fingerprint-supported background check.

If successful proposer or its agents, employees, or volunteers are scheduled to come on campus at times and places when and where students are or may be present, Successful proposer is to provide District, at least ten (10) business days prior to commencement of services, with a list of the full names, dates of birth, home addresses, social security numbers, and photocopies of valid, current photo identification of each such agent, employee, or volunteer, along with documentation showing that each such agent, employee, or volunteer has cleared a fingerprint-supported criminal background check conducted within one (1) year of the commencement of services. Additionally, each such agent, employee, or volunteer must carry aforementioned photo identification with them at all times while on campus to show upon request at any time by any campus official. Where applicable, all of successful proposer's agents, employees, or volunteers shall comply with Cheektowaga Central School District's Policies.

IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the School District receive information that a person is in violation of the above-referenced certification, The School 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 School 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 School District reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

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 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.

b. Notwithstanding paragraph a of this subdivision, the statement of non-investment in the Iranian energy sector may be submitted electronically in accordance with the provisions of subdivision one of section one hundred three of this article.

CONFIDENTIALITY AND SECURITY

The Cheektowaga Central School District is subject to New York State's Freedom of Information law (FOIL).

GENERAL

Subsequent to the submission of proposals, interviews and negotiations may be conducted with all or some of the proposers, but there shall be no obligation to receive further information, from any proposer.

Any or all proposals shall not necessarily be accepted. The Board of Education shall not be obligated in any manner to any proposer whatsoever until a written agreement has been duly executed relating to an approved proposal. The Cheektowaga Central School District reserves the right to modify the terms of the RFP at any time in its sole discretion.

Neither acceptance of a proposal nor execution of an agreement shall constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal or municipal statute, regulation or by-law.

AWARD OF CONTRACT

Definition of contract" The Board of Education may at its option notify a proposer in writing that its proposal has been accepted and such acceptance shall at the Board's option constitute the making of a formal contract for the services set out in the RFP. Alternatively, the subsequent full execution of a written contract shall constitute the making of a contract for services, and no proposer shall acquire any legal or equitable rights or privileges whatever relative to the services until the Cheektowaga Central School District has delivered either a signed notice in writing to the proposer or a fully executed written agreement to the proposer.

When award Occurs: Award of contract occurs when a formal contract has been finalized or other evidence of acceptance by the Board of Education is provided to the successful proposer(s). A recommendation of award does not constitute award of contract.

Award: If a contract is awarded, it shall be awarded to the responsive and responsible supplier whose response to the RFP will be most advantageous to the Cheektowaga Central School District as set forth in the Evaluation Criteria.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the auditor hereby agrees to effectuate the naming of the School District as an unrestricted additional insured on the auditor's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract

II. The policy naming the School District as an additional insured shall:

- Purchase an insurance policy from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
- State that the organization's coverage shall be primary and non-contributory coverage for the School District, its Board, employees and volunteers.
- The School District shall be listed as an additional insured by using endorsement CG 2026 11 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- The certificate of insurance must describe the specific services provided by the consultant that are covered by the commercial liability insurance.

III. The consultant agrees to indemnify the School District for any applicable deductibles.

IV. Required Insurance:

- Commercial General Liability Insurance: \$1,000,000 per occurrence/\$2,000,000 aggregate
- Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the auditor performed under the contract for the School District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
- Fidelity Bond: For dishonest acts of the auditor's employees, with client coverage.
- Excess Insurance: On a "Follow-Form" basis, with limits of \$1,000,000 each occurrence and aggregate.
- Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

VI. Consultant acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract. Consultant is to provide the School District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the School District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the School District.

VII. The School District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The consultant further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the School District but also the NYSIR, as the School District's insurer.

APPENDIX A: CERTIFICATE AND SIGNATURE FORM

The Proposer declares and certifies:

- 1st: that no member of the Board of Education of the CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, County of Rockland, 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 services to which it relates, or in any portion of the profits thereof.
- 2nd: That the said proposer has carefully examined the Instructions, Schedules and Specifications prepared under the direction of the Board of Education, and will, if awarded this contract, perform the related specified at the prices agreed to and within the time stated.

3 rd : Other Disclosure	<u>Yes</u>	<u>No</u>
Are you related to any employee of the Cheektowaga Central School District that is directly or indirectly involved in any of the following transactions for which the Cheektowaga Central School District was, or is to be a party?	_____	_____
-Sale, purchase, exchange or leasing of property?	_____	_____
-Receiving or furnishing of goods, services or facilities?	_____	_____
-Transfer or receipt of income or assets?	_____	_____
-Maintenance of bank balances as compensating balances for the benefit of another?	_____	_____
-Are you related to any employee of the Cheektowaga Central School District?	_____	_____
-Have you received any direct or indirect information not available through the RFP or bid process from any employee of the Cheektowaga Central School District?	_____	_____

The full names and title of all persons interested in this RFP as principals are as follows:

_____	_____
_____	_____
_____	_____

Date: _____
 Firm: _____
 Address: _____

Phone #: _____
 Email: _____

 Name: _____
 Contact person for inquiries

AUTHORIZED SIGNATURE: _____
TITLE: _____

Subscribed and Sworn to Before Me
This _____ day
of _____ 20_____

Notary Public

APPENDIX B: SECURITY STATEMENT FORM

USE OF CONFIDENTIAL INFORMATION

Our company will respect and maintain strict confidentiality in the use of all data that our company employees may gain access to for the purpose of preparing a response to this RFP and for the performance of any subsequent contract. Information obtained from the Cheektowaga Central School District will be used only by authorized company employees and for only those purposes for which the Cheektowaga Central School District provides the information. Those employees who handle the information will be notified of its strictly confidential nature. Our company will also take responsibility for returning to the Cheektowaga Central School District promptly after use, all documents supplied along with all records of information derived therefrom.

Signature of Company Representative

Date

Name

Title

Company Name

APPENDIX C: DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

3. List any convictions or civil judgments under state or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) failing to perform in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any government agency.

6. List any contracts not completed on time.

7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

I, _____, as _____
Name of Individual Title & Authority

Of _____, declare under oath that the above
Company Name
Statements, including any supplemental responses attached hereto, are true.

Signature **FID No.:** _____

State of _____ County
of _____

Subscribed and sworn to before me on this _____ day of _____ 20__ by _____

Representing him/herself to be _____ of the Company

APPENDIX D: NON-COLLUSIVE BIDDING CERTIFICATION

Please complete and return with your proposal:

Firm Name: _____

Non-Collusive Bidding Certification:

By submission of this RFP proposal, the proposer certifies that he is complying with Section 103-d of the General Municipal law as follows:

Statement of non-collusive 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 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 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 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 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 there for. 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.

The fact that a bidder (a) has published price lists, rates, or tariffs covering item being procured, (b) has informed prospective customers or 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 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 proposer, 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.

3. That said proposer, or any member, partner, director, officer, principal or owner thereof, has NOT been disqualified from selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, within the last five (5) years.

(An explanation may be attached at the proposer's discretion.)

4. that said proposer, or any member, partner, director, officer, principal or owner thereof is NOT currently under indictment for, nor has it, he, or she been convicted of a conspiracy to prevent competitive bidding on public contracts whether directly or indirectly, or by scheme or arrangement to submit a fraudulent or collusive bids, or to refrain from submitting a bona fide competitive bid, within the last five (5) years.

(An explanation may be attached at the Bidder's discretion.)

SIGNATURE (AUTHORIZED)

DATE