

# **CORNWALL CENTRAL SCHOOL DISTRICT**



## **REQUEST FOR PROPOSALS**

**RFP: 2025-6-1  
Superintendent Search Firm**

**Issued:  
August 1, 2025**

**Submission Deadline:  
August 8, 2025  
11:00AM**

**Cornwall Central School District  
24 Idlewild Avenue  
Cornwall-on-Hudson, NY 12520  
Attention: Christine Diaz, President, Cornwall  
Central School District Board of Education**

## **Background**

The Board of Education of the Cornwall Central School District (“School District”) seeks the assistance of a professional services firm in the search for a candidate for the position of Superintendent of Schools. This document describes the scope of work that we anticipate will be involved in this process. We invite you to submit a proposal should you believe that you are qualified and interested in assisting us. We look forward to reviewing your response.

## **Scope of Services**

The School District is beginning its search for a highly qualified candidate for Superintendent of Schools to start work January 1, 2026. To help in the search for the most qualified candidate, the School District is seeking to retain the services of a search firm with experience in the recruitment of Superintendents for school districts similar to the Cornwall Central School District.

## **Description of the Cornwall Central School District**

The fiscal year of the Cornwall Central School District is July 1 through June 30. The District provides educational services from Pre-kindergarten through twelfth grade. The District, located in Orange County in the State of New York, is approximately 60 miles north of New York City. The District has a student population of approximately 3,000, with a 2025-26 annual budget of \$92,986,803. The District has three elementary schools, one middle school and one high school, and employs approximately 550 full and part-time employees. The District is governed by nine Board of Education members and is a component of the Orange-Ulster BOCES. The Central Administration is comprised of the Superintendent of Schools, Assistant Superintendent for Business, Assistant Superintendent for Curriculum, and Director of Human Resources. District administrators consist of a Director of Pupil Personnel Services, Assistant Director of Pupil Personnel Services, Director of Facilities, Director of Food Services, Director of Health/Safety/Aquatics, Director of Technology, Director of Data & Instructional Technology, and Athletic Director. At the building level, the High School has a principal and two assistant principals. The Middle School has a principal and two assistant principals. Each of the elementary schools has a principal, with the largest of the three elementary schools also having an assistant principal.

The District’s various bargaining units are as follows:

| <b>Bargaining Unit</b> | <b>Members</b> | <b>Contract Expiration</b> |
|------------------------|----------------|----------------------------|
| Administrators         | 23             | June 30, 2030              |
| Teachers / Nurses      | 286            | June 30, 2030              |
| Clerical               | 35             | June 30, 2028              |
| Custodial / Grounds    | 48             | June 30, 2026              |
| Para-Professionals     | 72             | June 30, 2026              |
| Cafeteria Workers      | 29             | June 30, 2026              |

The Cornwall Central School District is a high-performing suburban school district, serving a diverse population of students.

Student Enrollment (2023-24):

|                                                    |     |
|----------------------------------------------------|-----|
| ● Students with Disabilities:                      | 14% |
| ● English Language Learners:                       | 2%  |
| ● Free and Reduced Lunch:                          | 23% |
| ● Black or African American:                       | 7%  |
| ● Hispanic or Latino:                              | 25% |
| ● Asian or Native Hawaiian/Other Pacific Islander: | 6%  |
| ● White:                                           | 58% |
| ● Multiracial:                                     | 5%  |

The mission of the Cornwall Central School District: Striving for Excellence Everyday.

The Cornwall Central School District is committed to work together with the community to provide a secure and nurturing environment of diverse learning opportunities for all students. It is our goal to help students achieve their dreams and aspirations and to prepare them to confidently face challenges while promoting strength of mind, body and character.

**School District Location(s)**

- |                                                                              |                                                                                              |
|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| 1. Cornwall Central High School<br>10 Dragon Drive<br>New Windsor, NY 12553  | 2. Cornwall Central Middle School<br>122 Main Street<br>Cornwall, NY 12518                   |
| 3. Cornwall Elementary School<br>99 Lee Road<br>Cornwall, NY 12518           | 4. Cornwall on Hudson Elementary School<br>234 Hudson Street<br>Cornwall-on-Hudson, NY 12520 |
| 5. Willow Avenue Elementary School<br>67 Willow Avenue<br>Cornwall, NY 12518 |                                                                                              |

## **Scope of Work**

Services shall include, but not be limited to the following:

- A search for candidates, using a variety of recruitment techniques, who have a demonstrated record of academic rigor and excellence, fiscal responsibility, pedagogical innovation, and equity-focused leadership.
- Conduct personal outreach recruiting to ensure that the applicant pool includes highly qualified candidates with diverse backgrounds and experiences.
- Meetings and conferences with the Board of Education to discuss typical search process/procedures and modifications to meet the unique needs of the District, including the Board's determination of the role of staff members and constituents in the search, the search calendar and the range of compensation to be offered to the new Superintendent.
- Confirmation that the project team members assigned to this project will participate in all aspects of this initiative from the initial interview with the Board, through successful completion, unless otherwise agreed upon with the Board of Education.
- Generation of position description and qualifications.
- Conducting interviews & surveys with and soliciting input from Board of Education members, school district staff, community leaders, parents/guardians, students, and the general public to develop the qualifications and criteria that will be used to judge Superintendent candidates.
- Based on the vision and needs of the District, prepare advertising materials, brochures, an effective web-based strategy, a position prospectus to be mailed to prospective candidates and others, as appropriate.
- Formulate and execute a communication plan to keep the Board of Education abreast of the search progress and to make sure the Board is aware of questions or problems which may arise.
- Review of all application materials and identification of candidates for further consideration, including preliminary reference checks for the most promising applicants.
- Facilitate a site visit by the most promising one, two or three candidates, and a Board visit to the community of the preferred candidate.
- Provide assistance to the Board of Education in the selection of semi-finalists and finalists.
- Vet candidates and conduct an independent background check of the final candidate, which shall consist of the individual's court-related activities to include any criminal, domestic, driving, and financial matters, a media search of articles relevant to the candidate, and previous Board of Education evaluations.
- Support media relations, in concert with Board President, with assistance from others as appropriate, at each stage of the search.

- The selected firm will assist the Board of Education in updating the final selection criteria using the information listed above and ensuring a satisfactory conclusion to the search. Understanding that discretion is of utmost importance to our district, as well as to many candidates, the search firm must maintain the confidentiality of all information collected as appropriate.

## **Proposal Requirements**

To allow the Board of Education to fairly judge the merits of each proposal, responses to this RFP shall include a response to each of the items listed below. The Board of Education reserves the right to reject proposals that do not follow this format. In addition, see Section VIII General Conditions for further guidance on accepting proposals.

**Cover Sheet** – Include the completed cover sheet that is part of this RFP, signed by a person authorized to act on behalf of the company submitting the proposal.

**Executive Summary** – Provide a short summary that demonstrates your understanding of the scope of services required by the School District and why your firm is best able to provide that scope of service.

**Experience and Qualifications** – Provide details on the following:

**Overview of Company** – address, telephone, fax, e-mail; whether the company is local, regional, or national; if a multi-office firm, which office will provide the services; areas of expertise and types of searches performed by the company.

**Long-Term Customer Loyalty** – please list all school districts for which your firm has conducted multiple Superintendent searches, and the years in which those searches were conducted.

**Project Team** – Provide names, titles, addresses, telephone numbers, and e-mails of the person(s) who will be authorized to represent the company. Specify the names, titles, bio (with relevant experience), headshots, addresses, telephone numbers, and e-mails of the person(s) who will be directly working on our Superintendent search. Discuss the availability of each team member and the potential for conflicts that might interfere with the project's timeline.

**Experience** – For all members of the project team, please provide a description of their experience and education, time with the company, and how their experience suits their roles on the team. Specify the number of Superintendent searches in which each member has participated and in what capacity. Note the longevity of Superintendents hired by members of this team or firm over the past six years. Describe any particularly noteworthy accomplishments of the Superintendents placed.

**Supporting Scope of Work** - examples, methodology, and detailed summary of how the scope of work will be supported.

**Please note** that your prior experience with similar searches will be a heavily-weighted factor in the Board's consideration of the proposal.

## **Work Plan**

Please explain the methodology (or methodologies) you employ to initiate and carry out a search, with a specific focus on how you plan on attracting diverse candidates. Your narrative should address the search activities listed in Section III: Scope of Work, above, including:

- How you propose to communicate and work with a nine-member elected Board of Education.
- How you will identify prospective candidates and promote their interest to apply.
- How you will collect information from stakeholders to develop the initial position qualifications and evaluation criteria, and how you will provide a meaningful way to generate and receive stakeholder input in the evaluation of final candidates.
- What you see as the major challenges to a successful Superintendent search, and how your project team would address them.
- What you consider to be a reasonable timeline that the project team will use to guide the search process.
- What information, services, and assistance you will require from the Board of Education and School District staff to enable you to conduct the search.

**Cost** – Please describe your proposed fee arrangements, including the basis for and projected amount of any expense reimbursements. If your proposal is for compensation on other than a fixed price or fixed percentage basis, please provide an estimate of total cost and, if applicable, whether you are prepared to commit to a “not to exceed” price.

**References** – Provide a minimum of three school districts (if possible, of similar size and academic quality) that have used your services for a Superintendent search within the past eight years. For each reference, supply the school district name, contact person (with title), telephone number and physical and e-mail addresses.

**Contract Form** – If you intend to propose a form of professional services contract between you or your company and the School District, please provide a sample copy of such contract form. If you prefer that the School District generate such contract, please so indicate. Final terms and conditions of a contract will need to be negotiated with the District.

**Litigation Record** – Have you been involved in litigation with any of your clients within the last five (5) years? If so, please give the name, date, and jurisdiction of each such matter and a brief description of the nature of the dispute and the outcome.

**Ensuring Client Satisfaction** – Provide information regarding your philosophy and policies regarding how you achieve client satisfaction in the event of an unsuccessful search.

**Additional Information** – Should you feel that additional information would help us more properly evaluate your proposal or if you have recommended modifications in the procedures specified herein, please feel free to address such matters under this heading.

### **Insurance Requirements**

- 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. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

- The policy naming the District as an Additional Insured shall:
  - 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. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create significant vulnerability and costs for the District.
  - State that the organization's coverage shall be primary and non-contributory coverage for the District its Board, employees, and volunteers.
  - Additional insured status shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rest solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance.
- The certificate of insurance must describe the services provided by the professional consultant that are covered by the liability policies.
- At the District's 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.
- The professional consultant agrees to indemnify the District for applicable deductibles and self-insured retentions.
- **Minimum Required Insurance:**
  - **Commercial General Liability Insurance**
    - \$1,000,000 per occurrence/ \$2,000,000 aggregate. The general aggregate shall apply on a per-project basis (where applicable).
  - **Automobile Liability**
    - \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
  - **Workers' Compensation and NYS Disability Insurance**
    - Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB120.1) 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.
  - **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 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.
  - **Umbrella/Excess Insurance**
    - \$3 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.

The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the

district constitutes a material breach of contract. The professional consultant is to provide the district with a certificate of insurance, evidence the above requirements have been met, prior to the commencement of work.

### **Timeline for this RFP**

It is the intent of the Board of Education to accept and review proposals, interview selected, qualified candidates, and choose a search firm based on the target timeline below.

### **Target Timeline\***

- Proposals are due on or before 11:00AM on Friday, August 8, 2025
- Initial proposal review and evaluation: August 8 – August 15, 2025
- In-person interviews: August 18 – August 29, 2025
- Board of Education appointment: on or about September 8, 2025

Interviews for this engagement will be held upon the request of and in the best interest of the District. Submission of proposal in response to the RFP will not automatically result in an interview. The District reserves the right to interview only candidates that are believed to be a proper fit for the District based upon the written proposal.

\*This is a proposed timeline, dates may change based on the discretion of the Board of Education

### **RFP Procedures**

**Questions concerning the RFP and the procedures for responding should be in writing and directed to:**

Christine Diaz, President, Cornwall Board of Education

One (1) original, five (5) copies, and one (1) flash/thumb drive with a copy of the proposal in PDF format must be submitted. Envelopes must be sealed and clearly marked RFP 2025-5 Superintendent Search Firm and the name and address of the Proposer. All appendices (A – E) must be completed in addition to conditions listed above. Proposals must be received no later than 11:00 AM on Friday, July 18, 2025, at the following address: Board of Education, Attn: Christine Diaz, 24 Idlewild Avenue, Cornwall-on-Hudson, NY 12520.

There is no express 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 will not be considered.

**The District will not be responsible for mailed or delivered proposals not arriving on time.**



## **General Conditions and Reservation of Rights**

### **Reservation of Rights**

The Board reserves the right to waive, modify, or otherwise vary the conditions or requirements herein and may accept or reject any and all proposals as the Board, in its sole discretion, deems to be in the best interest of the District. The Board may, notwithstanding the terms herein, negotiate the terms of any response to this RFP. The Board shall not be bound to accept the lowest priced proposal but may accept such proposal, if any, that the Board determines to be in the best interest of the District.

### **Finality of Decision**

Any decision made by the Board, for selection, shall be final.

### **Release of Claims**

Any entity submitting a proposal to this RFP releases the Board and the District from any and all claims arising out of, and related to, the RFP process and selection of a proposal.

### **Bidder Bears Proposal Costs**

The proposer is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a proposal, or otherwise responding to this RFP, or any negotiations incidental to its proposal or this RFP.

### **Irrevocability of Proposals**

All proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of thirty (30) calendar days following the date and time for receipt of proposals set forth above.

### **Non-Collusion**

The proposer certifies that its proposal has not been made or prepared in collusion or cooperation with any other entity submitting a proposal in response to this RFP, or representative thereof, and the prices, or conditions of the proposal have not been communicated by or on behalf of the entity submitting this proposal to any other entity who either has or may potentially submit a proposal in response to this RFP and will not be so communicated prior to the official opening of this proposal. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties of perjury.

### **Force Majeure**

If the performance of any obligation of the Board is prevented, delayed, or in any way interfered with by force majeure, natural disaster, fire, flood, explosion, pandemic, epidemic, quarantine, restriction, serious accident, any act of government, insurrection, riot, strike, or any other cause beyond the control of the Board, the Board may, at its sole option, suspend performance or

cancel its obligations, without liability for loss, provided the Board, informs the proposer in writing of its inability to carry out the terms of its obligations. In no event will the Board be responsible for consequential or special damages on account of such suspension of performance or canceling of obligations.

### **Warranty of Professional Services**

In submitting a proposal in response to this RFP, the proposer represents and warrants that it has such qualifications that are reasonably sufficient to render such services which are the subject of this RFP, and such qualifications are comparable or superior to those generally recognized amongst professionals providing such services which are the subject of this RFP.

### **Indemnification**

The selected firm shall indemnify, defend, and hold harmless the Board and the District, its officers, agents, employees and representatives, from and against any and all costs and expenses, claims, losses,

liabilities, injuries, or damages, demands and action including payment of reasonable attorney's fees, arising out of or resulting from activities performed with respect to this RFP.

### **Assignment**

It is mutually understood and agreed that the successful proposer shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or their right, title, or interest therein, or their power to execute such contract, to any other person, company, or corporation, without the previous written consent of the Board.

### **Entire Agreement/Modifications**

This RFP and any subsequent contract constitute the entire agreement between the proposer and the Board. No alteration, amendment, or modification in the provisions of the contract shall be effective unless the Parties mutually agree to such alteration, amendment, or modification, in writing.

### **Term**

The term of this Agreement shall begin on the date the Board appoints the successful proposer period and shall end upon the Board's appointment of a permanent superintendent of schools.

### **Termination For Convenience**

The Board may terminate any resulting contract it enters into with the successful proposer for convenience and without cause upon providing the selected firm with written notice specifying the termination date, which shall be at least 30 calendar days after written notice. Any contract termination notice will not relieve the selected firm of the obligation to deliver and/or perform on

all services prior to the effective date of termination.

### **Termination for Default**

If the selected firm has breached any material provision of the contract, or otherwise fails to perform the services called for under this RFP, the Board may terminate the contract upon providing the selected firm with ten calendar days written notice. The opinion of the Board as to whether a material breach has occurred will be final and the selected firm waives any and all rights to contest such an opinion in any forum.

### **Severability**

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

### **Governing Law**

Any contract between the Board and the proposer shall be governed under the laws of the State of New York. The Parties agree to submit to the personal jurisdiction and venue of the New York State Supreme Court located in Orange County, or in the United States District Court, Southern District of New York, located in Poughkeepsie, New York. The Parties irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of the venue of any such proceeding brought in such court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

### **Public Disclosure of Proposals**

Any information provided to the Board pursuant to this RFP shall be a public record and subject to public disclosure pursuant to New York public records laws.

The Board considers a proposal submitted in response to this RFP to be submitted in confidence only until the Board's evaluation is complete and agrees not to disclose proposals until the Board has completed its evaluation of all proposals and publicly announced the results.

The general requirement for public disclosure is subject to a number of exemptions. When preparing a proposal submission, the proposer must plainly mark each page containing information deemed by the proposer to remain exempt from public disclosure after proposals have been evaluated (e.g., pages containing trade secrets, economic development information, etc.). A summary of redactions shall be placed with the redacted version of the proposal response

The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. The Board will make an independent determination regarding exemptions as applicable to information that has been properly marked and redacted.

Information that has not been properly marked and redacted may be disclosed in a response to a

public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

Unless expressly provided otherwise in this RFP or in a separate communication, the Board does not agree to withhold from public disclosure any information submitted in confidence by a proposer unless the information is otherwise exempt under New York Law.

### **Independent Contractor**

The relationship between the parties shall be that of an independent contractor. Neither party shall have, or hold itself out as having, the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of, or on behalf of, the other party.

### **Equal Employment Opportunity**

The proposer represents and warrants that it does not, nor will it in the future, discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. The proposer shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

## **Appendix A: COVER PAGE**

### **Response to Request for Proposals**

This proposal is submitted on behalf of:

Consultant: \_\_\_\_\_

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

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

E-mail: \_\_\_\_\_

The above-listed consulting firm ("Consultant") hereby submits its proposal and agrees to furnish services to the Cornwall Central School District in accordance with this Request for Proposals and the response prepared by the Consultant.

The Consultant has carefully reviewed this Request for Proposals and the Consultant's response and understands that the School District will not be responsible for any errors or omissions on the part of the Consultant or in the RFP.

Consultant agrees that the School District reserves the right to accept or reject any or all proposals and to waive any irregularity or informality in any proposal received.

The attached proposal shall be considered an irrevocable offer and shall be valid for ninety days from the date the proposals are required to be submitted.

The undersigned hereby affirms that he/she is an authorized agent for the company submitting this response.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Consultant/Authorized Agent

\_\_\_\_\_  
Title of Consultant/Authorized Agent

\_\_\_\_\_  
Signature of Consultant/Authorized Agent

**\*\*PLEASE INCLUDE MOST RECENT W-9 FORM FOR YOUR ENTITY**

## **Appendix B - HOLD HARMLESS AGREEMENT**

The undersigned hereby agrees to defend, indemnify, and hold harmless the Cornwall Central School District from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense, including Counsel fees, to the extent permissible by law, that may occur or that may be alleged to have occurred in the course of the performance of this agreement by the firm, whether such claims shall be made by an employee of the firm or by a third party. The firm covenants and agrees that it will pay all costs and expenses arising therefrom and in connection therewith, and if any judgment shall be rendered against the Owner, in any such litigation, the Firm shall at this own expense satisfy and discharge the same.

REPRESENTATIVE: \_\_\_\_\_

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

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

FIRM/PARTNERSHIP: \_\_\_\_\_

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

## **Appendix C - BID PROPOSAL and NON-COLLUSIVE BIDDING CERTIFICATIONS**

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

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

Telephone Number \_\_\_\_\_ Date of Bid/Proposal \_\_\_\_\_

### **I. General Bid Certification**

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

### **II. Non-Collusive Bidding Certification**

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

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;

(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 his/her 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 to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1), (2) and (3) above have not been 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.

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors 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 or partnership.

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

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

## **Appendix D - IRAN DIVESTMENT ACT CERTIFICATION**

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

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

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

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- 2) The District makes a determination that the goods and services are necessary for the District to perform its functions and that, absent such exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the District receive information that a person is in violation of the above-referenced certifications, the District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The District reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

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

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

\_\_\_\_\_  
TITLE



## **Appendix E – SEXUAL HARASSMENT CERTIFICATION**

In accordance with State Finance Law §138-l, which generally prohibits the School District from entering into contracts pursuant to the Bid/RFP process with persons who fail to submit a certification affirming compliance with New York State Labor Law §201-g, the Proposer submits the following certification under the penalty of perjury:

By submission of this proposal, each Proposer and each person signing on behalf of any Proposer, certifies, and in the case of a joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that the Proposer has implemented written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the NYS Labor Law.

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Firm's Name

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Name (Please Print)

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Signature (Authorized)

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Date

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\_\_\_\_\_, New York  
County Of

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

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Notary Public Signature

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Please Print Name

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Commission Expiration Date