

**Port Chester – Rye Union Free School District
Port Chester, New York**

**REQUEST FOR PROPOSALS
FOR
LABOR COUNSEL**

(RFP-0001-10-11)

July 26, 2010

(Publication Date)

**Deadline for Proposals
Tuesday, August 24, 2010
11.00am at Business Office**

**Port Chester - Rye Union Free School District
Sherry George, Purchasing Agent
Business Office
113 Bowman Avenue
Port Chester, New York 10573
Phone (914) 934-8056, Fax (914) 939-9240**

Port Chester - Rye Union Free School District
Port Chester, New York 10573

Request for Proposal for Labor Counsel

July 26, 2010

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Port Chester - Rye Union Free School District
Port Chester, New York 10573

PUBLIC NOTICE

The Board of Education of the Port Chester - Rye Union Free School District, Port Chester New York, invites proposals for

LABOR COUNSEL

Request for Proposal is obtainable starting July 26, 2010 either at <http://www.govbids.com> under Hudson Valley Purchasing Group, at [www. portchesterschools.org](http://www.portchesterschools.org) under District Information – Business Office or at the Business Office of the Board of Education, Middle School, Bowman Avenue, Port Chester, New York, during business hours. Bids shall be submitted in sealed envelopes marked on the outside

"Proposal for Labor Counsel"

and be in the hands of the Purchasing Agent , in the Business Office, Port Chester-Rye Union Free School District, 113 Bowman Avenue, Port Chester, New York, prior to 11:00 a.m. on

August 24, 2010

at which time the bid will be opened and publicly read aloud by a representative of the Board of Education. The proposals will be tabulated and presented to the Board of Education for action shortly thereafter. The Board of Education reserves the right to reject any or all bids, waive informalities and accept the one appearing to be in the best interest of the School District.

Sherry George
Purchasing Agent

I. INTRODUCTION:

The Port Chester-Rye Union Free School District requests proposals from attorneys or law firms interested in providing the service of "District Labor Counsel" for the 2010-2011 school year, with an option to renew for the 2011-2012, 2012-2013, 2013-2014, and 2014-2015 school years.

There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Firms interested in submitting a proposal must, by **2:00 p.m. on August 2, 2010**, submit a "Notification of Interest" Form (**Appendix A**). Failure to submit this notification by the required deadline will automatically disqualify firms from submitting a proposal.

An optional pre-proposal conference for all the firms interested in submitting a proposal will be held on **August 5, 2010 at 11 am.** in the Superintendent's Board Room located at the Port Chester-Rye Board of Education, 113 Bowman Avenue, Port Chester, NY 10573. Both verbal and written questions will be accepted during the conference. After this pre-proposal conference, any inquiries concerning the request for proposals should be addressed in writing to the Maura McAward, Assistant Superintendent of Business, Port Chester-Rye Union Free School District, 113 Bowman Avenue, Port Chester, New York 10573 or mmcaward@pcschoools.lhric.org.

To be considered, one original plus six (6) copies of a proposal must be received by the Purchasing Agent by **11:00 a.m. on August 24, 2010**. The District reserves the right to reject any or all proposals submitted.

During the evaluation process, the Port Chester-Rye Union Free School District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless any and all such exceptions are clearly and specifically noted in the proposal submitted.

II. DESCRIPTION OF THE SCHOOL DISTRICT:

The Port Chester-Rye Union Free School District serves approximately 4100 students from Kindergarten through twelfth grade. The district employs approximately 370 teachers and teacher assistants (Port Chester Teachers Association), 16 administrators (Port Chester School Administrator and Supervisors Association), 150 support staff (Civil Service Employees Association), a Superintendent of Buildings and Grounds, a District Treasurer, two Assistant Superintendents, and a Superintendent of Schools. The district is a component district of the Southern Westchester Board of Cooperative Educational services (BOCES). There are four kindergarten-fifth grade elementary schools, one sixth - eight grade middle school, and one ninth - twelfth grade high school housed in seven different facilities.

The Board of Education is comprised of five members, of which one trustee serves as Board President and another trustee serves as Vice President. The 2010-2011 school budget is \$77,285,465. The district contracts for food service and transportation.

Following are the bargaining unit agreements of the District and their contract expiration dates:

1. Five (5) year agreement with Port Chester Teachers Association – expires 6/30/2011
2. One (1) year agreement with Civil Service Employees Association – expires 6/30/2011
3. Five (5) year agreement with Port Chester School Administrators and Supervisors Association - expires 6/30/2012.

III. NATURE OF SERVICES REQUIRED:

- A. The successful proposer will serve as labor counsel for the Port Chester-Rye Union Free School District with responsibilities including, but not limited to “on-call” counsel, drafting resolutions, providing opinions and rulings, and representation in matters relating to:
- 1) Local hearings such as grievances, discrimination cases, tenure cases, employment litigation, disciplinary proceedings, arbitration, mediation, and negotiations in relation to contractual agreements for the Superintendent of Schools and the Assistant Superintendents, the collective bargaining agreements for the Port Chester School Administrators and Supervisors, Port Chester Teachers Association, and Civil Service Employees Association, and terms of employment for the confidential and management staff members.
 - 2) New York State United Teachers and the Public Employees Relations Board and other similar agencies.
 - 3) Fair Labor Standards Act, Family Medical Leave Act, Federal Health Information Portability and Accountability Act, Workers Compensation Laws, Tenure Law, Civil Rights Laws, Americans with Disabilities Act and other employment laws and regulations.
- B. Attend meetings and negotiation sessions with District officials as requested.
- C. Apprise the District and its officials of developments in the law requiring compliance, policy development or other action.
- D. Provide a status report to the Board of Education during July of each year on all pending legal matters.

IV. ANTICIPATED PROPOSAL TIMELINE:

The following is a list of key dates up to and including the date proposals are to be submitted:

- | | |
|---|------------------------|
| • Request for proposals issued | <u>July 26, 2010</u> |
| • Due date for notification of interest | <u>August 2, 2010</u> |
| • Pre-proposal conference | <u>August 5, 2010</u> |
| • Due date for proposals | <u>August 24, 2010</u> |

V. INSURANCE REQUIREMENT:

- A. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the proposer hereby agrees to effectuate the naming of the district as an unrestricted additional insured on the proposer’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.
- B. The policy naming the district as an additional insured shall:
- 1) From an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
 - 2) Contain a 30-day notice of cancellation.
 - 3) State that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers.
 - 4) The district shall be listed as an additional insured by using endorsement CG 2026 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.
- C. The proposer agrees to indemnify the district for any applicable deductibles.
- D. Required Insurance:
- 1) **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - 2) **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - 3) **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

4) **Professional Errors and Omissions Insurance**

\$1,000,000 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.

5) **Excess Insurance**

On a "Follow-Form" basis, with limits of \$3,000,000 each occurrence and aggregate.

6) **Employee Dishonesty Bond (Recommended)**

\$1,000,000 per occurrence/aggregate

- E. Proposer acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract. The contracted vendor is to provide the 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 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 district.

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

VI. PROPOSAL REQUIREMENTS:

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the firm seeking to provide the service of Labor Counsel. The substance of proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposing firm's capabilities to satisfy the requirements of the request for proposal.

- A. **Submission of Notification of Interest:** Firms interested in submitting a proposal must submit a "Notification of Interest" form by 2:00 p.m. on August 2, 2010 (See Appendix A). Failure to submit this notification by the required deadline will automatically disqualify firms from submitting a proposal.
- B. **Submission of Proposals:** Proposers must submit their proposals on or before 11:00 a.m. on August 24, 2010. No late submissions will be accepted. Proposals must be fully sealed. The entire responding proposal to the request shall be placed in a sealed manila envelope marked with the words: "PROPOSAL FOR LABOR COUNSEL." At that time and place all proposals received shall be publicly opened and announced by the Assistant Superintendent for Business.

All proposals must be send to the following address-

Mailing Address:

Purchasing Agent,
Port Chester-Rye Union Free School District,
Business Office
P.O. Box 246
Port Chester, New York 10573

Physical Address:

Purchasing Agent,
Port Chester-Rye Union Free School District,
Business Office
113 Bowman Avenue
Port Chester, New York 10573

C. Proposal Content: The proposal package shall include the following items:

- 1) One original and six (6) copies of the proposal.
- 2) Title Page showing the RFP's subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.
- 3) A signed letter of transmittal that briefly states the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm offer for Labor Counsel for 2010-2011 to 2014-2015.
- 4) Statements and/or documentation substantiating the following minimum attorney or law firm requirements:
 - a) Fully licensed and in good standing to practice law in the State of New York.
 - b) Minimum of 2 years experience representing at least three New York School District as Labor Counsel.
- 5) Description of experience with regard to:
 - a) Local hearings such as grievances, discrimination cases, tenure cases, employment litigation, disciplinary proceedings, arbitration, and mediations;
 - b) Negotiations in relation to contractual agreements for the Superintendents, Assistant Superintendents, collective bargaining units, and terms of employment for the confidential and management staff members;
 - c) Matters involving the New York State United Teachers and the Public Employees Relations Board and other similar agencies;
 - d) Matters involving the Labor Standards Act, Family Medical Leave Act, Federal Health Information Portability and Accountability Act, Workers Compensation Laws, Tenure Law, Civil Rights Laws, Americans with Disabilities Act and other employment laws and regulations; and
 - e) Description of knowledge and experience with regard to tenure and Civil Service compliance, appointment, discipline, lay-off and termination procedures, regulations and appeals.
- 6) Description of experience in advising, representing or counseling a public employer with regard to workplace issues, policies, compliance or matters.
- 7) Indication of the accessibility of the firm and the proposed representative for these services.
- 8) Five (5) letters of reference.
- 9) List of school district clients to whom services were provided in:
 - a) 2008-2009 school year.
 - b) 2009-2010 school year.
- 10) The name(s) of principals, partners, or employees in the firm who have done business with the Port Chester-Rye Union Free School District in the last 5 years and the nature of that business with the District. For purposes of this subparagraph, "doing business with the District" includes vending or other contractual obligations to the District or being an applicant for employment in the District.
- 11) The name(s) of clients who have done business with the Port Chester-Rye Union Free School District in the last 5 years and the nature of that client's business with the District.
- 12) Disclosure and description of any disciplinary proceedings pending against you in any jurisdiction or whether discipline has been previously imposed against you in any jurisdiction. If discipline has previously been imposed, state the date, jurisdiction, nature of the ethics violation and the penalty imposed. If proceedings are pending, specify the jurisdiction, the charges and the likely time of their disposition.
- 13) Disclosure and description of whether you have ever been sued for malpractice.
- 14) Disclosure and description of any arrests or convictions against you.
- 15) Assurance of ability to provide executed copies of the Certificates of Insurances.
- 16) A completed Non-Collusive Certification (**See Appendix B**).
- 17) A completed Non-Collusive Resolution (Required for Corporations) (**See Appendix C**).
- 18) A completed Proposer Warranties (**See Appendix D**).

- 19) A completed Hold Harmless Agreement (**See Appendix E**).
- 20) The completed Dollar Cost Bid form for all the years (**See Appendix F**).
- 21) A completed Proposal Certification (**See Appendix G**).
- 22) A completed W-9 form.

VII. EVALUATION PROCEDURES:

These proposals are being solicited through a fair and open process. Applicants who are willing to provide the described services as requested above, shall be evaluated on the basis of experience and qualifications as set forth in the criteria described below.

1. General experience in the field.
2. References.
3. Qualifications and experience which most closely match the needs of the District.
4. Availability to accommodate meeting and interface requirements with the District Officials for meetings, phone conferences, attendance at events and office consultations.
5. Office resources which are deemed most adequate to service the needs of the District.
6. Met all proposal requirements.
7. The competitiveness of applicant's fee structure.
8. Overall interview impression
9. Ability to provide free training or seminars on legal issues.

Those criteria and the other requirements herein are intended to be non-restrictive for the purpose of obtaining participation of qualified professionals and uniformity in the manner of submission of proposals.

The District reserves the right to: (i) not select any of the applicants; (ii) require applicants to submit to a personal interview and/or submit additional or clarifying information; (iii) to reject any or all proposals; (iv) to waive any informalities in the proposals; and (v) procure the services from other sources if deemed most advantageous to the objectives of the District.

The District's determination of the applicant who is most advantageous to the goals and objectives of the District shall be final and conclusive. The appointment shall be determined by majority vote on a resolution to be read at an open public meeting.

No applicant shall cause or influence, or attempt to cause or influence, any District official, officer or employee to secure unwarranted privileges or advantages.

During the evaluation process, the Board of Education or its designee, may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions Board of Education or its designee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

The District reserves the right without prejudice to reject any or all proposals.

VIII. TERMS OF ENGAGEMENT:

A one (1) year engagement is contemplated by the Board of Education with the option to renew annually for next four (4) years according to the terms listed in Appendix D of the RFP.

Port Chester-Rye Union Free School District
Port Chester, NY 10573

Request for Proposal for Labor Counsel

Appendix A

(Firm's Letterhead)

Mr. Sherry George
Purchasing Agent
Port Chester-Rye Union Free School District
113 Bowman Avenue
Port Chester, New York 10573

RE: NOTIFICATION OF INTEREST

Dear Mr. George:

Our firm is interested in submitting a proposal to provide Labor Counsel services for the Port Chester-Rye Union Free School District for school year ending June 30, 2011, with an option to renew for the 2011-2012, 2012-2013, 2013-2014, and 2014-2015 school years, as set forth in the request for proposals (RFP) dated July 26, 2010.

The contact person for our firm is _____, and may be corresponded with via e-mail at _____.
(E-mail address)

SELECT ONE OF THE FOLLOWING PARAGRAPHS

1. We plan to have (NUMBER) representatives attend the pre-proposal conference scheduled on **August 5, 2010 at 11.00 am** for firms interested in submitting proposals.

OR

2. We will be unable to send any representatives to the pre-proposal conference, but we are interested in receiving further correspondence concerning inquiries made or other items discussed at that conference.

Yours very truly,

(FIRM)

Port Chester-Rye Union Free School District
Port Chester, NY 10573

Request for Proposal for Labor Counsel

Appendix B

NON-COLLUSIVE BIDDING CERTIFICATION

(As required by Section 103d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporation bidder shall be liable under the penalties of perjury).

As of September 1, 1966, this Section will read as follows-

103-d 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 bidders 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 any joint bid each party thereto certified 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 an 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. Any bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder shall so state and furnish with the bid a signed statement which sets forth in detail the reason therefor. 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 the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

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 include the signing and submission of the bid and the inclusion as the act and deed of the corporation.

Signed _____ Title _____

Port Chester-Rye Union Free School District
Port Chester, NY 10573

Request for Proposal for Labor Counsel

Appendix C

RESOLUTION - FOR CORPORATE BIDDERS ONLY

RESOLVED THAT _____ be authorized to sign and submit the bid or proposal of this corporation for the following project:

Describe the project

And to include in such bid or proposal the certificate as to non-collusion required by SECTION ONE HUNDRED THREE – D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by;

Corporation at a meeting of its Board of Directors held on the _____ day of _____ and is still in full force and effect this _____ day of _____ .

(SEAL OF CORPORATION)

(SECRETARY)

Port Chester-Rye Union Free School District
Port Chester, NY 10573

Request for Proposal for Labor Counsel

Appendix D

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of New York laws and regulations.
- B. Proposer warrants that it is willing and able to obtain an error and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Port Chester-Rye Union Free School District.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Firm's Name: _____

Name: _____ Title: _____

Address: _____ State/Zip: _____

Telephone Number: _____ Date: _____

Port Chester-Rye Union Free School District
Port Chester, NY 10573

Request for Proposal for Labor Counsel

Appendix E

HOLD HARMLESS AGREEMENT

(This form must be signed and notarized – Submit with bid)

It is hereby agreed and understood that the contractor agrees to hold harmless and indemnify Port Chester-Rye Schools Board of Education, Port Chester-Rye Union Free School District, or any officer, agent, servant, or employee of the Port Chester-Rye Union Free School District from any lawsuit, action, proceeding liability, judgment, claim or demand which may arise out of:

- A) Any injury to person or property sustained by the contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract, however caused;
- B) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error or omission of the contractor, its agents, servants, or employees or any person, firm or corporation, directly or indirectly employed by them upon or in connection with performance under the contract.

The assumption of indemnity, liability and loss hereunder shall survive contractor's completion of service or other performance hereunder and any termination of this contract.

The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Port Chester-Rye Union Free School District, Port Chester-Rye Schools Board of Education, or any officer, agent, servant, or employee of the Port Chester-Rye Union Free School District on any claim or demand, and shall satisfy any judgment that may be rendered against the Port Chester-Rye Union Free School District, Port Chester-Rye Schools Board of Education, or any officer, agent, servant, or employee of the Port Chester-Rye Union Free School District.

This Indemnification, Defense and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that Dealer may deem the same to be frivolous or without merit. It is intended that this Agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Dealer.

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 20

Port Chester-Rye Union Free School District
Port Chester, NY 10573

Request for Proposal for Labor Counsel

Appendix F

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE
2010-2011 SCHOOL YEAR

	STANDARD HOURLY RATE	QUOTED HOURLY RATES
Partners	\$	\$
Managers		
Supervisory Staff		
Staff		
Other: (specify)		
Out-of-Pocket Expenses: Meals & Lodging Transportation Other: (specify)_____		

Firm's Name: _____

Name: _____ Title: _____

Port Chester-Rye Union Free School District
Port Chester, NY 10573

Request for Proposal for Labor Counsel

Appendix F

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE
2011-2012 SCHOOL YEAR

	STANDARD HOURLY RATE	QUOTED HOURLY RATES
Partners	\$	\$
Managers		
Supervisory Staff		
Staff		
Other: (specify)		
Out-of-Pocket Expenses: Meals & Lodging Transportation Other: (specify)_____		

Firm's Name: _____

Name: _____ Title: _____

Port Chester-Rye Union Free School District
Port Chester, NY 10573

Request for Proposal for Labor Counsel

Appendix F

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE
2012-2013 SCHOOL YEAR

	STANDARD HOURLY RATE	QUOTED HOURLY RATES
Partners	\$	\$
Managers		
Supervisory Staff		
Staff		
Other: (specify)		
Out-of-Pocket Expenses: Meals & Lodging Transportation Other: (specify)_____		

Firm's Name: _____

Name: _____ Title: _____

Port Chester-Rye Union Free School District
Port Chester, NY 10573

Request for Proposal for Labor Counsel

Appendix F

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE
2013-2014 SCHOOL YEAR

	STANDARD HOURLY RATE	QUOTED HOURLY RATES
Partners	\$	\$
Managers		
Supervisory Staff		
Staff		
Other: (specify)		
Out-of-Pocket Expenses: Meals & Lodging Transportation Other: (specify)_____		

Firm's Name: _____

Name: _____ Title: _____

Port Chester-Rye Union Free School District
Port Chester, NY 10573

Request for Proposal for Labor Counsel

Appendix F

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE
2014-2015 SCHOOL YEAR

	STANDARD HOURLY RATE	QUOTED HOURLY RATES
Partners	\$	\$
Managers		
Supervisory Staff		
Staff		
Other: (specify)		
Out-of-Pocket Expenses: Meals & Lodging Transportation Other: (specify)_____		

Firm's Name: _____

Name: _____ Title: _____

Port Chester-Rye Union Free School District
Port Chester, NY 10573

Request for Proposal for Labor Counsel

Appendix G

Proposal Certification

We have read the Request for Proposal (RFP) for Labor Counsel Services and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements thereto. We understand that our ability to meet the criteria and provide the required services shall be reviewed by the District, which will develop a recommendation for the Board of Education's consideration regarding the selection of the most advantageous Labor Counsel Services proposal.

It is understood that all information included in, attached to, or required by this RFP shall become public record upon delivery to the District. The undersigned certifies that the completion of the Proposal is a binding commitment to provide the Labor Counsel Services requested as proposed herein.

Firm's Name: _____

Name: _____ Title: _____

Address: _____ State/Zip: _____

Telephone Number: _____ Date: _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	Port Chester-Rye School District 113 Bowman Avenue Port Chester, NY 10573
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,