



**CREATING THE
LEADERS OF TOMORROW**

**REQUEST FOR PROPOSAL
RFP # 24-02R**

**THIRD PARTY FLEXIBLE SPENDING
PLAN ADMINISTRATOR**

PROPOSAL TO BE RECEIVED ON OR BEFORE

May 4, 2023

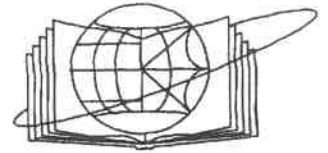
11:00 AM

**SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT
60 WESTON STREET
HUNTINGTON STATION, NY 11746
Telephone (631) 812-3015
Fax (631) 812-3019**

INVITATION

Scaled Proposals, for furnishing the services specified below, subject to terms and conditions stated herein will be received at the office of the Purchasing Department and publicly opened there at 11:00A.M. on: **May 4, 2023**

Return to:



Commitment to Excellence

**SOUTH HUNTINGTON
UNION FREE SCHOOL DISTRICT**
60 WESTON STREET
HUNTINGTON STATION, NEW YORK 11746

(631) 812-3015 - FAX: (631) 812-3019

TO:

VERY IMPORTANT

1. The proposer in signing the proposal certifies that to the best of their knowledge and belief the prices quoted are not in excess of the legal maximum prices established by government controls.
2. The delivery date indicated is as required by the School District. If you cannot meet it, cross it out and insert your own best delivery time.
3. ALL PROPOSALS MUST BE SIGNED IN INK

THIS IS NOT AN ORDER

PROPOSER'S ACCEPTANCE

(FIRM NAME)

(PLEASE PRINT NAME AND TITLE)

(AUTHORIZED SIGNATURE)

(DATE)

(PHONE NUMBER)

FAX NO. _____

This is a Request for Proposal for **Third Party Flexible Spending Plan Administrator** in accordance with the enclosed materials.

If you have any questions regarding this bid, please contact Mrs. Sheila Buhse at 631-812-3015.

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

REQUEST FOR PROPOSAL THIRD PARTY FLEXIBLE SPENDING PLAN ADMINISTRATOR #24-02R

DATE OF OPENING: MAY 4, 2023

TIME: 11:00 A.M.

The South Huntington UFSD, hereinafter referred to as “the District”, invites proposals from qualified insurance firms to provide Third Party Administrative Services relating to its Section 125 Flex Plan. Information provided in these specifications is to be used only for the purposes of preparing a proposal detailing costs of providing the services specified.

1. PURPOSE:

The District is seeking proposals from qualified insurance firms to provide Third Party Administrative Services. The scope of this RFP is for administrative services relating to the District employees’ flexible compensation program. These services include third party administration and any other services that the bidder feels will benefit the District with respect to reducing costs associated with providing employees’ flex plan benefits. The District is looking for effective ways to control and increase services to the District. Bidders should provide a complete description to their company and the proposed services, and how these will benefit the District’s program.

Offerors are requested to submit quotations on the basis of these specifications. Alternative quotation will receive consideration provided such alternatives are clearly explained. Any exceptions to coverage requested herein must be clearly noted in writing and be included as part of the proposal the District prefers to have coverage consolidated in as few polices as possible but this consideration will be subordinate to cost and coverage quality considerations.

2. GENERAL INFORMATION:

Any inquiries concerning the request for proposals should be addressed to Sheila Buhse, School Purchasing Agent, via mail to the address listed below, or via e-mail at sbuhse@shufsd.org.

3. PROPOSAL SUBMISSION:

Proposals must be submitted in sealed opaque envelopes clearly marked **Third Party Flexible Spending Plan Administrator** and the name and address of the proposer. Proposals must be received no later than **11:00 AM on May 4, 2023** at the following address:

**Purchasing Department
South Huntington UFSD
60 Weston St
Huntington Station NY 11746
ATTENTION: SHEILA BUHSE**

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

There is no expressed or implied obligation for the District to reimburse responding individuals for any expenses incurred in preparing this quotation, attending a pre-quotation conference, or interview(s) in responding to this request. Proposals submitted after the stated time and date will not be considered and will be returned to the individual unopened.

4. **CONTRACT TERM:**

The contract shall be in effect for the period of July 1, 2023 thru June 30, 2024 with an option to renew for four additional one-year periods, at the discretion of the District, not to exceed the prices indicated in the firm's proposal submission.

5. **SUBMISSIONS:**

All proposals must contain the following information and must contain complete cost and pricing information. Two copies of each proposal must be submitted. One copy should be marked, "ORIGINAL" and the second should be marked, "COPY," and should be submitted in a format that permits multiple copying for review by the district.

Each page of the proposal must state:

- Name of the Firm or Individual submitting the proposal.
- Proposal is for South Huntington School District's **Third Party Flexible Spending Plan Administrator**
- Page number

All proposals must be submitted in two parts:

- Part I must consist of responses to the management and qualification items.
- Part II must consist of completed Quotation Sheet(s).

Incomplete submissions will not be considered for award. Proposals should not be excessively long and should be submitted in a format that permits copying for review. Unnecessary attachments beyond those sufficient to present a complete, comprehensive, and effective response will not influence the evaluation of the proposal. The District reserves the right to request additional data or material at any time. All materials submitted in response to this request for proposal shall become the property of the District.

6. **RESERVATION OF RIGHTS:**

The District reserves the right, without prejudice, to reject any or all proposals not in compliance with the Request for Proposal specifications, as well as to ignore material defects if, in its sole discretion, the District determines that doing so is in its best interest.

The District reserves the right to negotiate the terms of the contract, including the award amount, with the selected vendor prior to entering a contract.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

7. DISTRICT INFORMATION AND RESPONSIBILITY:

The District shall be responsible for furnishing the Consulting Plan Administrator with such data or statistical information, as indicated in proposal, that may be necessary for the performance of the work described herein and which is available in the records and files of the District.

8. REFERENCES:

The firm must include its entire list for the past five (5) years with similar scope of work, including agency name, contact person, address and telephone number. The District may contact the clients to determine the quality of work performed and personnel assigned to those projects.

9. FINAL SELECTION:

- Board of Education will approve a firm based upon the recommendation of the Superintendent and the Assistant Superintendent for Business.
- It is anticipated that a firm will be selected by June 1, 2023. Following notification of the firm selected, it is expected a contract will be executed between both parties by June 15, 2023 for service to begin July 1, 2023.
- Right to reject proposals.

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MANAGEMENT AND QUALIFICATIONS

In setting forth your qualifications, each individual submitting a proposal shall:

- A. Provide summary information regarding professional experience and qualifications in Flex Plan Administration;
- B. Provide any other materials on your company including marketing brochures, etc.;
- C. Please provide three (3) current clients for which your company currently provides Third Party Administrative Services (TPA), preferably Long Island school districts;
- D. List any company or school district which has terminated or has not reviewed your TPA services in the last four (4) years;
- E. State the names and titles of the contact person, their address and telephone numbers where they may be reached;
- F. Provide summary information regarding the professional experience and qualifications of supervising and support personnel who shall perform work under the contract;
- G. Describe in detail the services, reports and malings your company will provide to our District to support employee enrollment and maintenance for the plan.
- H. Describe in detail how the transition of the program to your company will be accomplished. Provide an accompanying schedule if necessary;
- I. Identify the nature of any potential conflict of interest the firm might have in providing this or any other work for the District;
- J. Provide any other information you believe would be beneficial to the District and indicators that the firm understands the work to be performed.

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SCOPE OF SERVICES

All companies who submit proposals must be prepared to meet the following Scope of Services. These services include, but are not limited to:

- A. Provide administrative maintenance service for employee flex plan accounts. This is to include adding/changing/terminating of employees, managing account balances for participants, managing the claims review and payment process and establishing and editing individual records.
- B. Plan design and implementation.
- C. Provide complete enrollment materials for each employee.
- D. Provide an open communication process such as a toll-free customer service number and internet account access for District and participant use including account viewing.
- E. Provide for claim submission by mail, email or debit card.
- F. Provide frequent claim adjudication processing at least once daily.
- G. Provide for multiple reimbursements of claims per week.
- H. Provide debit cards to participants.
- I. Claim checks, direct deposits and debit cards must be tied to the District account.
- J. Provide compliance management and adjudication consistent with IRS guidelines.
- K. Perform non-discrimination testing.
- L. Provide plan documents/summary descriptions.
- M. Set up for direct deposits.
- N. Preparation of all required forms including IRS Form 5500 as necessary.

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APPENDIX A **COST PROPOSAL**

Please provide a cost proposal for all services to be provided to the District for flex plan administration. Please clearly define the services which are included in each fee listed on a separate sheet. Specify any one time fees such as enrollment or implementation. Clearly define ongoing administrative fees (including any participant charges) and what is included in those fees.

Name of Provider: _____

Contact Name and Title: _____

Address: _____

Telephone # _____ Fax # _____

Website/E-Mail: _____

Type(s) of Service and Rate Information that would be included in a potential agreement with the District (or attach rate sheet):

DESCRIPTION	RATE STRUCTURE				
	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Per Participant per month					
Additional Fees (list details on separate page)					

SIGNATURE

DATE

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

REFERENCES

References are to be considered part of the RFP Specifications. Failure to supply three (3) Reliable references could mean the automatic rejection of bid.

Please list three (3) references that have been serviced in a manner similar in scope to the specifications of this quote.

1. Firm Name: _____

Contact Name & Title: _____

Address: _____

Telephone: _____

Email Address: _____

Date(s) of Service: _____

2. Firm Name: _____

Contact Name & Title: _____

Address: _____

Telephone: _____

Email Address: _____

Date(s) of Service: _____

3. Firm Name: _____

Contact Name & Title: _____

Address: _____

Telephone: _____

Email Address: _____

Date(s) of Service: _____

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60 Weston Street, Huntington Station, NY 11746

GENERAL CONDITIONS

(For the purchase of materials, supplies, and equipment)

All invitations to bid issued by the above named school district will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the school district.

DEFINITIONS

- “School District” - shall be the legal designation of the district
- “Notice to Bidders” - a formal statement which, when issued by the school district, constitutes an invitation to bid on the materials, supplies, and equipment described by the specifications.
- “Board” - the Board of Education of the school district.
- “Bid” - an offer to furnish materials, supplies, and/or equipment in accordance with the invitation to bid, the general conditions, special instructions, and the specifications.
- “Bid Offer” - the form on which the bidder submits his bid.
- “Bidder” - any individual, company or corporation submitting a bid.
- “Contract” - a notice to the successful bidder by the issuance of a purchase order; also all documents relating to the transaction, including but not limited to, the bid offer of the successful bidder, notice to bidders, general information, general conditions, special instructions, specification, notice of award, bid proposal certification; also a formal document signed by the successful bidder and the school district representative.
- “Successful bidder” - any bidder to whom an award is made by the school district.
- “Contractor” - any bidder to whom a contract award is made by the board of education.
- “Specification” - description of materials, supplies, and/or equipment and the conditions for its purchase.

BIDS

1. The date, time, and place of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on bid offer forms and in accordance with instructions provided by the board.
3. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder 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 bidder assumes responsibility for having his bid deposited on time at the place specified.
4. All information that is required by Notice to Bidders, General Conditions, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.
5. The non-collusive bidding certification must be included with each bid as required by General Municipal Law, Section 103-d.
6. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the service, supplies, materials, or equipment required and a representation that the bidder can furnish the service, supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
7. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in bid for this purpose.
8. Prices and information required should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.

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9. Sales to school districts are not affected by any fair trade agreements. (General Business Law, Sec. 369-a, sub. 3).

10. No charge will be allowed for Federal, State, or municipal sales and excise taxes since the school district is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax.

11. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the School district as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.

12. Bids on equipment must be on standard new equipment, of latest model and in current production, unless otherwise specified.

13. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

14. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise bid for the group may be rejected.

15. All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.

16. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.

17. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the instructions to bidders. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.

18. All bids must be sealed. They must be submitted in envelopes furnished by the school district, if any. Otherwise, plain, opaque envelopes may be used, clearly marked "BID." Also the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Bids must not be attached to or enclosed in packages containing bid samples. Telephoned quotations or amendments will not be accepted at any time.

19. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the school district, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the school district in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.

20. If the supplies, materials, or equipment are to be delivered over an extended period of time, or if the specifications so state, then the successful bidder may be required to execute an agreement in relation to the performance of his contract, such agreement to be executed by the bidder within 15 days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The Surety Company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the school district. The successful bidder shall execute the performance bond at the time of the execution of the contract by the successful bidder and the board.

SAMPLES

21. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.

22. The school district reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments is made. If the sample is not in accordance with the requirements of the specification, the school district may reject the bid; or, if award has been made, cancel the contract at the expense of the successful bidder.

23. Samples, when required, must be submitted strictly in accordance with instructions; otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered as directed for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The school district will not be responsible for any samples destroyed or mutilated by examination or testing. The bidder at his expense shall remove samples. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the school district shall have the right to dispose of them as its own property.

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24. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in the school district. Failure on the part of the bidder to examine sample shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

AWARD

25. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

26. The school district reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part to waive technical defects, qualifications, irregularities, and omissions, if in its judgment the best interests of the district will be served. Also reserved is the right to reject bids and to purchase items on State, County, BOCES, Municipal or Consortium contracts if such items can be obtained on the same terms, conditions, specifications, and at a lower price.

27. The school district reserves the right to make awards within sixty (60) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.

28. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award contracts on individual items and also on a total sum or sums, whichever is in the best interests of the School district.

29. If two or more bidders submit identical bids as to price, the decision of the board to award a contract to one of such identified bidders shall be final. (General Municipal Law, Sec. 103, sub. 1.)

CONTRACT

30. Each bid will be received with the understanding that the acceptance thereof in writing by the board, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the school district. Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. Contract shall bind the school district on its part to order from such successful bidder and to pay for at the contract prices, all items ordered and delivered, within ten (10) percent over or under the award quantity, unless otherwise specified.

31. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.

32. If the successful bidder fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by the school district, or fails to make replacement of rejected articles, when so requested immediately or as directed by the school district, the school district may purchase from other sources to take the place of the item rejected or not delivered. The school district reserves the right to authorize immediate purchase from other sources against item rejections or not delivered on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the school district promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

33. A contract may be canceled at the successful bidder's expense upon nonperformance of contract.

34. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.

35. When materials, equipment, or supplies are rejected, the successful bidder from the premises of the school district must remove them within ten (10) days of notification. Rejected items left longer than ten (10) days will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property.

36. No items are to be shipped or delivered until receipt of an official purchase order from the school district.

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

INSTALLATION OF EQUIPMENT

38. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.

39. Equipment, supplies, and materials shall be stored at the site, only on the approval of the school district and at the successful bidder's risk. In general, such on-site storage

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should be avoided to prevent possible damage or loss of the material.

40. Work shall be progressed so as to cause the least inconvenience to the school district and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.

41. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

42. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is." Equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.

GUARANTEES BY THE SUCCESSFUL BIDDER

43. The successful bidder guarantees:

- a) His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
- b) To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
- c) To carry adequate insurance to protect the school district from loss in case of accident, fire, theft, etc.
- d) The contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the School district, its officials, employees, agents, and representatives thereof from all suits, actions or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.
- e) That all deliveries will be equal to the accepted bid sample.
- f) That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has

been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the school district.

Any merchandise provided under the contract, which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the school district.

DELIVERY

44. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the school district as to reasonable compliance with delivery term shall be final.

45. The school district will not accept any deliveries on Saturday, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.

46. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers and according to acceptable commercial practice, without extra charge for packing cases, baling or sacks.

47. The successful bidder shall be responsible for the delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving School district will note for the benefit of successful bidder when packages are not received in good condition.

48. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the school district. The successful bidder will be required to furnish proof of delivery in every instance.

49. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder, and the school district accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the school district, and suppliers should notify their truckers accordingly.

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50. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number
Name of Article
Item Number (if applicable)
Quantity
Name of the Successful Bidder

Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

PAYMENTS

51. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.

52. Payment will be made only after correct presentation of claim form or invoices as may be required.

53. Payments of any claim shall not preclude the school district from making claim for adjustment on any item found not to have been in accordance with the contract specifications.

SAVING CLAUSE

54. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fire, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

BIDDING DATES

55. If for any reason the Purchasing Office is closed on the designated day for the bid opening, the opening will take place on the first subsequent day the Purchasing Office is officially opened.

TOXIC SUBSTANCES

56. Each vendor furnishing a toxic substance, as defined by section 875 of New York State Labor Law, to the School district, shall provide not less than two (2) copies of a MATERIAL SAFETY DATA SHEET. The sheet shall include the information outline in Section 876 of New York State Labor Law (a copy of Section 876; 876 maybe obtained by calling the School district's Purchasing Office) for each such substance.

BUYING AGAINST CONTRACT

57. If the contractor fails to make proper delivery within the delivery is rejected by the School district, the School district may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the contract price the difference, if any, will be charged against the contractor. This will also apply to reletting and liquidation damages. Should the new price be less, the contractor shall have no claim to the difference.

NOTE: A NONCOLLUSIVE BIDDING CERTIFICATION MUST BE SUBMITTED WITH EACH BID. THE ENCLOSED FORM "BID PROPOSAL CERTIFICATIONS", MEETS THIS REQUIREMENT.

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60 WESTON STREET, HUNTINGTON STATION, NY 11746

BID PROPOSAL CERTIFICATIONS

Firm Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

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

II. Non-Collusive Bidding Certification

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

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal here-after made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

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

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

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

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

B. A bid shall not be considered for award nor shall any award be made where A. (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where A. (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

(1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

(2) Any bid hereafter made to any subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Authorized Signature _____

Title _____

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT
60 WESTON STREET, HUNTINGTON STATION, NY 11746

Firm Name: _____

Business Address : _____

Telephone Number: _____ Date of Bid: _____

**IRAN DIVESTMENT ACT CERTIFICATION OF COMPLIANCE WITH THE
IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). 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 proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Proposer/Contractor, any person signing on behalf of any Proposer/Contractor and any assignee or subcontractor and, in the case of a joint proposal, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Proposer/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Proposer/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Proposer/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this 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 Proposer/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased 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 Proposer/Contractor in default. The School District reserves the right to reject any proposal or request for assignment for a Proposer/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Proposer/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

Certified under penalty of perjury:

Date: _____

Signature: _____

Print Name: _____

Title: _____

**DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH THE
IRAN DIVESTMENT ACT**

Bidders shall complete this form if they cannot certify that the Bidder/Contractor or any proposed Subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder: _____

Address of the Bidder: _____

Has bidder been involved in investment activities in Iran? _____

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate) _____

If so, when did the first investment activity occur? _____

Have the investments ended? _____

If so, what was the date of the last investment activity? _____

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? _____

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan: _____

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

I, _____ being duly sworn, deposes and says that he/she is the
_____ of the _____ Corporation and the foregoing
are true and accurate.

Sworn to me this _____ day of _____, 20__

Signature

Printed Name

Notary Public: _____

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

60 WESTON STREET, HUNTINGTON STATION, NY 11746

**Certification of Sexual Harassment Prevention in the Workplace Policy
and Annual Sexual Harassment Prevention Training of All Employees Pursuant to
NYS Finance Law § 139-1**

Firm Name: _____

Business Address : _____

Telephone Number: _____ Date of Bid: _____

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 the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section Two Hundred One-g of the Labor Law (NY Labor Law §201-g).

A bid shall not be considered for award nor shall any award be made to a bidder who has not complied with the certification requirements of NYS Finance Law § 139-1(l); provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

Any bid hereafter made by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where such bid contains the statement required by NYS Finance Law § 139-1(l), shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

Certified under penalty of perjury:

Signature: _____

Print Name: _____

Title: _____

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT
60 Weston Street
Huntington Station, NY 11746

VENDOR DISCLOSURE CERTIFICATION

Vendor must complete either section A or B below

- A.** This is to certify that the principal members of the company listed below are not related to any Board members, officers or employees of South Huntington UFSD.

Signature

Date

Company Name

Print Name

- B.** This is to certify that the following South Huntington UFSD Board members, officers or employees are related to principal members of the company listed below.

<u>Name</u>	<u>Relationship</u>	<u>Name of</u> <u>South Huntington</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature

Date

Company Name

Print Name