

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

REQUEST FOR PROPOSALS



**CREATING THE
LEADERS OF TOMORROW**

RFP #22-07R

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT UNIVERSAL PRE-KINDERGARTEN PROGRAM

**60 Weston Street
Huntington Station, NY 11746
Phone 631-812-3015
Fax 631-812-3019**

**SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT
UNIVERSAL PRE-KINDERGARTEN PROGRAM
RFP- #22-07R**

RECEIPT CONFIRMATION FORM

RFP NAME: UNIVERSAL PRE-KINDERGARTEN PROGRAM
RFP NUMBER: RFP- #22-07R

To ensure you are advised of all addenda and other communications regarding this Request for Proposal (RFP), please complete and return this confirmation form within five (5) business days from receipt of this proposal to:

Sheila Buhse, Purchasing Agent
South Huntington Union Free School District
Purchasing Department
60 Weston Street
Huntington Station, NY 11746
Fax: 631-812-3019

Failure to return this form may result in no further communications regarding this RFP.

Agency/Company Name _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person _____ Title: _____

Telephone: _____ FAX _____ EMAIL _____

I have received a copy of the above noted RFP;

____ We will be submitting a proposal

____ We will not be submitting a proposal

**PLEASE FAX THIS FORM TO 631-812-3019
OR
EMAIL TO: SBUHSE@SHUFSD.ORG**

**SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT
UNIVERSAL PRE-KINDERGARTEN PROGRAM
RFP- #22-07R**

REQUEST FOR PROPOSAL

NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS ARE SOUGHT AND REQUESTED
FOR THE FOLLOWING:

**RFP NAME: UNIVERSAL PRE-KINDERGARTEN PROGRAM
RFP NUMBER: RFP-#22-07R**

**PLACE OF OPENING: South Huntington Union Free School District
Administration Building
60 Weston Street
Huntington Station, NY 11746**

RETURN DATE: June 22, 2021

RETURN TIME: 11:00 AM

CONTACT PERSON: Sheila Buhse

VENDORS **MUST** SUBMIT RESPONSE IN **SEALED** ENVELOPE.

PLEASE PRINT (ON THE FACE OF ENVELOPE):
1) NAME & ADDRESS OF CONTRACTOR
2) RFP NAME & NUMBER

It is the bidder's responsibility to read the attached RFP Specifications.

**By: Sheila Buhse
Purchasing Agent**

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The objective of this Request for Proposals ("RFP") is to solicit proposals from experienced early childhood education providers, qualified community-based organizations, eligible agencies, and childcare providers with demonstrated success in the area of operating Universal Prekindergarten programs that will provide the nurturing educational experiences needed to successfully transition students to elementary education. Proposers must provide Universal Pre-K Services to meet the specific requirements set forth by the District and the varied needs of District students while complying with the State Regulations with respect to operation of a Universal Prekindergarten Program.

South Huntington Union Free School District (hereinafter referred to as the *DISTRICT*) is accepting proposals for a ***Universal Pre-Kindergarten Program*** in accordance with the provisions, specifications and qualifications set forth in this RFP. The *DISTRICT* requests proposals from individuals and/or firms interested in providing a universal prekindergarten program on a half day or full day basis.

Half -Day Pre-Kindergarten Program – The half-day universal prekindergarten program must provide at least 2 ½ instructional hours per day, five days per week and operate according to the school calendar adopted by the Board of Education. The District anticipates seats for approximately 72 children. The half-day universal prekindergarten program will be housed at the District's administrative offices, James Kaden Administrative Offices (JKAO), 60 Weston Street, Huntington Station, NY 11746.

Full Day Pre-Kindergarten Program – The full day Universal Pre-Kindergarten program proposal must provide at least five (5) instructional hours per day, five days per week and operate according to the school calendar adopted by the Board of Education. The District anticipates seats for approximately 119 children. The District anticipates that it will be able to house two (2) program classes to serve approximately 36 children in one of the District's schools. The remaining 83 children will be served outside of the District's school buildings. Proposers interested in providing full day pre-kindergarten must specify the number of seats that they can accommodate and specify the location site(s) where the full day UPK program will be held whether in District buildings or at another location. Location sites must be within the geographical boundaries of the South Huntington Union Free School District.

The successful proposer will be required to provide program components defined in the State Education Department regulations and the Board of Education adopted prekindergarten plan. The program will meet at least 180 days per year, during the regular school year and in accordance with the school calendar approved by the Board of Education.

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PROPOSAL SUBMISSION

One original (1) and one (1) copy of the Proposal and other required documents must be submitted, sealed in an opaque envelope/package clearly marked on the outside with the name and number of the Proposal and the name and address of the Proposer. **The original document must be clearly identified as such.** The original document is defined as the copy containing the original signature pages. All proposals must contain complete cost and pricing information.

Proposals must be received no later than **11:00 A.M. on June 22, 2021** at the following address:

**South Huntington Union Free School District
Sheila Buhse
Purchasing Agent
60 Weston Street
Huntington Station, NY 11746**

PROPOSALS

- All proposals for half or full day prekindergarten must be submitted in four parts and will be evaluated as such. Part I must consist of responses to organizational capacity and qualifications items (30 Points). Part II must consist of responses to items concerning Universal Pre-Kindergarten Services (40 Points). Part III must include a description of staff qualifications, staffing patterns, child-staff ratio and the administrative structure of the organization (15 Points). Part IV must include a proposed budget for school year 2021-2022 (15 Points). 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.
- All supplies must be provided by the proposer whether the UPK program is held in the District's facilities or on Proposer's site.
- The UPK program will follow the South Huntington UFSD school calendar.
- The District will not provide transportation for UPK students. Should transportation services be required, the successful proposer shall be solely responsible for providing transportation.

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

The School District reserves the right to make any investigation into a proposer as it deems necessary for purposes of evaluating and awarding this RFP. The evaluation process is designed to award the proposal not necessarily to the proposer of least cost, but rather to the proposer with the best combination of attributes based on the evaluation and RFP criteria. The School District reserves the right to reject without prejudice any and all quotations received under the RFP, to request additional information from all proposers, to negotiate with one or more of the finalists regarding the terms of the engagement and to make award offers that differ from the organizations proposed level of services and/or budget. The District intends to select the organization that, in its opinion, best meets the School District's needs.

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PART I – Organizational Capacity and Qualifications (30 points)

1. Describe the organization’s history of providing quality early childhood programs. Please include information regarding services provided to children with disabilities and children with limited English proficiency.
2. Indicate the organization’s capacity to provide either half or full day Universal Pre-Kindergarten Services. Please include information on the proposed facilities, classroom space and other resources that will support the provision of these services.

PART II: Universal Pre-Kindergarten Services (40 points)

1. Describe how the organization will meet the goals and objectives of the South Huntington Pre-Kindergarten Program.
2. Describe the early childhood services the organization will provide through the Universal Pre-Kindergarten Program and how they will meet the following required components of Part 151 of the Regulations of the Commissioner of Education:
 - *Provide support services to children and families such as social and health related services;*
 - Meet the needs of Multilanguage preschool learners;
 - Encourage parental involvement in their child’s education;
 - Ensure parents have ease of utilization and access to services;
 - *Support transitions/continuity with the district’s elementary program;*
 - Integrate preschool children with disabilities;
 - *Indicate the on-going staff development opportunities in which Universal Pre-Kindergarten staff will be engaged to support language development, emergent literacy*
3. Indicate the number of students to be served, the number of classrooms to be created and the number of hours per day that the proposed program will operate.
 - Classes for the half-day UPK program will run for 2.5 hours per session; Classes for the full day UPK program will run for 5 hours per session
 - Classes will need to have a certified teacher and at least one Teacher Assistant depending on the class size;
 - Class size ratios must include the following:
 - i. 18 or less: 1 certified teacher, 1 aide/assistant
 - ii. 19 or more: 1 certified teacher, 2 aides/assistants
4. Describe the collaborative relationship your organization proposes to have with the South Huntington Union Free School District.

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5. Evaluations:

- **Child Assessment:** Children’s progress will be reviewed three times per year (November, March and June) and a cumulative report will contain all pertinent information including a sample of the child’s work and any developmentally appropriate assessments. A sample of the evaluation instrument to be used **must** be submitted with the Request for Proposal.

- **Staff Evaluations:** A final program evaluation report will be submitted by June 24, 2022 and each subsequent year of the contract should it be extended and should include data related to child assessment, curriculum, parent involvement, continuity/transitions, staff development, community support services, and early literacy. A sample must be submitted with the proposal.

PART III: Program staffing (15 points)

1. Describe how the proposed program will be staffed, include information about staff qualifications (including staff qualifications, fingerprinting and clearance documents), staffing patterns, child-staff ratio, and the administrative structure of the organization. **You must have a teacher with a New York State Certificate in Early Childhood Education (N-6, N-3) and an aide for each UPK classroom. Please refer to NYS Pre-kindergarten regulations for minimum requirements.**

2. The class size ratio should include the following:
 - i. 18 or less: 1 certified teacher, 1 aide/assistant
 - ii. 19 or more : 1 certified teacher, 2 aides/assistants

3. The organization must also provide substitutes to cover teachers when they are absent.

PART IV: Proposed Budget (15 points)

1. Provide a detailed budget for the proposed program during school year 2021-2022. Include any cost or price information that would be included in a potential agreement with the District.

2. **Funding :**Proposers should note that funding for the South Huntington Universal Pre-Kindergarten Program is contingent upon available State Aid, which may determine level of service requested and subsequent contract extensions

3. **Insurance Requirements:** The successful proposer will be required to meet the following insurance requirements:
 - a. The following insurance policies must name the District as an Additional Insured and shall:
 - i). 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 recommended [strongly preferred]. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create additional vulnerability and costs for the District.

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- ii). State that the proposer's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
- iii). Additional insured status shall be provided by standard or other endorsements that extend coverage to the District 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.
- b. The certificate of insurance must describe the services provided by the professional consultant that are covered by the liability policies.
- c. 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.
- d. The professional consultant agrees to indemnify the District for applicable deductibles and self-insured retentions.
- e. Minimum Required Insurance:
 - i) **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for sexual misconduct. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the District.
 - ii) **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - iii) **Workers' Compensation and NYS Disability Insurance**
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. 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.
- f. **Professional Errors and Omissions Insurance**
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the proposer 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.
- g. **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.

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h. The proposer acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The proposer is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

SUBMISSION CONDITIONS

The Proposal submitted by the individual Proposer(s) is the document upon which the *DISTRICT* will make its initial judgment regarding the Proposer's qualifications, understanding of the *DISTRICT's* scope and objectives, methodology, and ability to complete services under the contract.

Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by the *DISTRICT* to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the *DISTRICT*, or for participating in any selection interviews.

Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.

Proposals will remain valid until the execution of a contract by the *DISTRICT*, unless otherwise rejected consistent with this RFP.

Oral, faxed, or telephoned submittals, or modification thereof, will not be accepted. The *DISTRICT* reserves the right to reject any or all proposals not considered to be in the best interest of the *DISTRICT*. The *DISTRICT* reserves the right to waive any and all informalities and to disregard all nonconforming, non-responsive or conditional Proposals.

The *DISTRICT* may, at any time by written notification to all Proposer's, change any portion of the RFP described and detailed herein.

REFERENCES:

If the proposer has not previously provided UPK services to the South Huntington Union Free School District, it must provide a client list for the past five (5) years with a similar scope of services. The client list must include agency name(s), contact person(s), address(es), and telephone number(s). The District reserves the right to contact the clients to determine the quality of services performed and personnel assigned to those projects.

The School District may conduct site visits to existing Pre-K Programs operated by each qualified proposer. The School District believes that an effective pre-kindergarten program focuses on students' language, cognitive/intellectual, social, emotional, and physical development by a highly energetic, enthusiastic, warm, and nurturing staff of professionals.

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QUESTIONS

No oral interpretations as to the meaning of the RFP or revisions to the RFP will be made for any Proposer. Requests for clarification or interpretation shall be made in writing using the attached *Question Submission Form (ATTACHMENT B)* and directed to:

Sheila Buhse
Purchasing Agent
South Huntington Union Free School District
60 Weston Street, Huntington Station, NY 11746
Fax 631-812-3019

Questions must be submitted at least five (5) calendar days before the date established for submitting proposals. Inquiries will not be considered after that date. Transmittal of questions via facsimile is acceptable. All Proposers' will receive a response to substantive questions.

Any interpretation deemed necessary by the *DISTRICT* will be in the form of an addendum to the RFP and, when issued, will be delivered as promptly as is practicable to all parties to whom the RFP has been issued. All addenda shall become part of the RFP. Proposers shall not rely upon any oral statements or conversations they may have with *DISTRICT* employees or third parties regarding the RFP whether at the pre-proposal conference, if any, or otherwise.

CONTRACT PERIOD/PROJECT DURATION

The contract shall be in effect for the period of July 1, 2021 thru June 30, 2022 with an option to renew for four (4) additional one-year periods, at the discretion of the *DISTRICT*, upon approval by the Board of Education.

The District reserves the right to reject without prejudice any and all quotations received under this Request for Proposals, to request additional information from all proposers, to negotiate with one or more of the finalists regarding the terms of the engagement, and to make award offers that differ from the organizations proposed level of services and/or budget. The District intends to select the organization(s) that, in its opinion, best meet(s) the District's needs.

FREEDOM OF INFORMATION

Proposals submitted under this RFP shall be considered public documents and, with limited exceptions, all proposals, including proposals that are recommended for award, will be available for inspection and copying by the public.

If a Proposer considers any portion of its proposal to be protected under the law, the Proposer shall clearly identify each such portion with words such as "CONFIDENTIAL," or "PROPRIETARY". Identification must be noted in such a manner as to be easily located and identifiable either through the use of bold text, "water mark" or other easily distinguishable flagging. In addition, the Proposer shall include a written list of all statements deemed by them to be proprietary identifying their location by page and paragraph numbers.

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If a request is made for disclosure of such portion, the *DISTRICT* will determine whether the material should be made available under the law.. By submitting a proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the *DISTRICT* on account of actions taken under such procedure.

NON-COLLUSIVE STATEMENT

The submission of this statement certifies that the terms/prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such terms/prices with any other vendor or with any competitor.

DISQUALIFICATION

The *DISTRICT* reserves the right to refuse to issue awards to a prospective Proposer should such Proposer fail to comply with any pre-qualification regulations of the *DISTRICT*, if any such regulations or requirements are cited, or otherwise included in the Request for Proposal.

FACILITIES COMPLIANCE

All buildings, premises, equipment and furnishing used for the Universal Pre-Kindergarten program must be safe and suitable for the comfort and care of the children, shall comply with all applicable requirements of the Americans with Disabilities Act and shall be provided and maintained in a state of good repair and sanitation. Buildings and classrooms operated by eligible agencies shall meet all applicable fire, safety and building codes. Section 151.1.7 of the Regulations of the Commissioner of Education sets forth the requirements which must be met by all facilities used for Universal Pre-Kindergarten classes.

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ATTACHMENT A
REFERENCES

As per the Evaluation and Selection Criteria, below is a list of at least three (3) client/customer references including company name, address, contact person, telephone number and length of time services provided. Each Proposer should list one reference consisting of a municipal, county or state that participates in their program as well as a minimum of one reference which employs at least 1000 employees.

1) Company Name: _____
Address: _____
Business Phone#: _____
Contact Person: _____
Length of time Services Provided: _____
Brief Description of Services Provided: _____

2) Company Name: _____
Address: _____
Business Phone#: _____
Contact Person: _____
Length of time Services Provided: _____
Brief Description of Services Provided: _____

3) Company Name: _____
Address: _____
Business Phone#: _____
Contact Person: _____
Length of time Services Provided: _____
Brief Description of Services Provided: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT
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.

21. If Bid Deposit or Bond is required with bid: Each proposal should be accompanied by a bid bond or certified check that is five percent (5%) of the total bid, as a guarantee that if awarded the bid, the successful contractor will enter into contract. Such check or bond shall be payable to South Huntington Union Free School District, Huntington Station, New York.

Bids in the amount of \$5,000 and under must be accompanied by a certified check for five percent (5%) of the total bid price payable to South Huntington Union Free School District. Bid bonds will not be accepted. Unsuccessful bidders will have their certified check returned subsequent to award of bids. The checks of successful bidders will be retained by the District as performance security until the completion of the contract.

Bid totaling more than \$5,000 must be accompanied by either a bid bond or certified check, payable to South Huntington Union Free School District, in the amount of five percent (5%) of the total bid price. Successful bidders having elected to present a Bid Bond must also present a Performance Bond in the amount of 100% of the contract awarded them. Successful bidders who have submitted a certified check in the amount of five percent (5%) of the bid price will have the certified check retained by the District as a performance security until completion of the contract. Where the amount of the award is less than the total bid, there may be an adjustment in the amount of the security deposit required.

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SAMPLES

22. 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.

23. 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.

24. 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.

25. 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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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

31. 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.

32. 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.

33. 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 de-deducted from contract quantity.

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

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

35. 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.

36. 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.

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

38. 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

39. 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.

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

41. 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.

42. 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.

43. 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

44. 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.

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DELIVERY

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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

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

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

54. 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

55. 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

56. 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

57. 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 may be obtained by calling the School district's Purchasing Office) for each such substance.

BUYING AGAINST CONTRACT

58. 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 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.

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

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

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

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

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: _____

**SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT
60 WESTON STREET
HUNTINGTON STATION, N.Y. 11746**

Gentlemen:

Enclosed is our bid proposal.

In those instances where a company does not wish to bid, the Board of Education has instructed us to determine the reason for this action. Therefore, in the event you are not returning this bid, will you please indicate your reason in the space provided below and return this to us in the enclosed self-addressed envelope.

If we receive neither the bid nor the letter, we will assume you are not interested in bidding on this category of items and will eliminate your name from our bid list.

Thank you.

Very truly yours,

Sheila Buhse
School Purchasing Agent

WE ARE NOT RETURNING THIS BID PROPOSAL BECAUSE _____

Date

Signature of Sender