

NOTICE TO PROPOSERS

The Board of Education of the Central Islip Union Free School District, Town of Islip, County of Suffolk, hereby invites the submission of sealed proposals for the following:

RFP # 2425-UPK

UNIVERSAL PRE-KINDERGARTEN SERVICES FOR COLLABORATION OF ACTIVITIES

Sealed proposals will be received until **April 8, 2024 at 11:00 a.m.** at the Central Islip Union Free School District Central Office, Business Office, 50 Wheeler Road, Central Islip, New York 11722.

The Board of Education of the Central Islip Union Free School District reserves the right to waive any informalities or to reject in whole or in part any or all proposals, or to accept that proposal or portion of a proposal which, in its judgment, is in the best interests of the District.

Submit the proposal by the date and time indicated to:

**Christina Guastella, Funded Programs Administrator
Central Islip Union Free School District
50 Wheeler Road
Central Islip, New York 11722**

PROPOSAL SUBMITTAL CHECKLIST ITEMS

RFP# 2425-UPK

Proposers shall supply the items set forth this checklist with their RFP submittals.

Each proposal must be assembled in strict accordance with the following outline:

- ☐ Proposal Submittal Checklist Items Page 2
- ☐ Form of Proposal Page 15
- ☐ Statement of Non-Collusion Page 16-17
- ☐ Related Party Affidavit Page 18
- ☐ Iranian Energy Divestment Certification Page 19
- ☐ Sexual Harassment Policy Page 20
- ☐ Minority and/or Women-Owned Business Enterprise (M/WBE) Form Page 21
- ☐ Proposal Requirements containing all required information as outlined on Pages 22-27

COMPANY NAME: _____

I. General Conditions

For the purpose of these General Conditions, the use of the words “bid” or “bidder” are interchangeable and to be considered synonymous with the words proposal and proposer.

A. Bids/Proposals

1. All proposals shall be submitted on, and in accordance with, the RFP documents. Proposals shall be submitted in sealed envelopes addressed to the Central Islip Union Free School District, Business Office, 50 Wheeler Road, Central Islip, New York 11722 on or before the date and time as indicated in the *Notice to Proposers* and the following information shall be clearly indicated on the face of the envelope:
 - a. The vendor’s name and address;
 - b. The RFP number and title; and
 - c. The RFP due date and time.
2. Failure to prepare the proposal envelope in the specified manner may result in disqualification.
3. **Proposals received after the time or date stated in the *Notice to Proposers* will not be considered.** Whether sent by mail or by means of personal delivery, the Proposer assumes responsibility for having its proposal deposited on time at the place specified.
4. **Proposals sent by means of facsimile, telephone, or email will not be accepted.**
5. All information required by *Notice to Proposers, General Conditions, Related Party Affidavit, Specifications, Proposal Response Sheets, Statement of Proposer’s Qualifications, Iranian Energy Divestment Certification, Minority and/or Women Owned Business Enterprise (M/WBE) Form* and any other RFP documents shall be provided by the Proposer to constitute a valid proposal.
6. The submission of a proposal is to indicate that the Proposer is fully informed as to the extent and character of the materials, supplies, services, or equipment required and a representation that the Proposer can furnish the materials, supplies, services, or equipment satisfactorily in complete compliance with the specifications.
7. All materials submitted in response to this Proposal will become the property of the School District.
8. There is no express or implied obligation to the Central Islip Union Free School District to reimburse Proposers for any expense incurred in responding to this RFP, including, but not limited to, preparing submittals, attending a pre-proposal conference, or attending an interview(s).
9. No alterations, erasures, or additions shall be made to the printed proposal documents. Any such alterations, erasures, or additions to the printed proposal documents may result in disqualification.
10. Illegible or vague proposals may be rejected. All signatures shall be written.
11. No interpretation of the meaning of the specifications or other contract document will be made to any Proposer orally. Every request for such interpretation shall be submitted in writing,

addressed to the District. Any interpretations issued will be in the form of addenda or clarification to the specifications. All addenda so issued shall become part of the contract documents.

12. Any interpretations issued will be in the form of addenda or clarification to the specifications. All addenda so issued shall become part of the contract documents.
13. If a conflict in terms or requirements exists within the contract specifications, the most stringent shall prevail.

B. Award and Reservation of Rights

1. Awards will be made in accordance with applicable laws as will best promote the public interest.
2. This RFP or a proposal being submitted does not obligate the Central Islip Union Free School District to award a contract.
3. Only the execution of a written contract or the adoption of a Board of Education resolution will obligate the School District to the terms and conditions contained in this RFP document.
4. The School District reserves the right to enter into negotiations with and subsequently contract with more than one proposer, and/or to award one or more contracts on the basis of scoring criteria, in the best interests of the District.
5. The School District reserves the right to reject all proposals; and to reject any proposal in whole or in part, without incurring any cost.
6. The School District reserves the right to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interests of the District will be served.
7. **The School District reserves the right to inspect Proposer's premises prior to award.**
8. **The School District reserves the right to reject any proposal where investigation and evaluation of the Proposer's qualifications indicate that the Proposer may not promptly and efficiently perform and complete the work in accordance with the RFP documents.**
9. The School District reserves the right to reject any proposal from any Proposer whose performance on any previous contract with the School District has been deemed unsatisfactory.
10. The School District reserves the right to reject any proposal that imposes conditions that would modify the terms and conditions of the RFP documents.
11. Cancellation of a contract for any reason may result in Proposer not being considered for future awards for an indeterminate period.
12. It is mutually understood and agreed that the successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or its right, or interest therein, or its power to execute such contract, to any other person, company, or corporation without the previous written consent of the School District.
13. The District reserves the right to investigate the capacity of any subcontractor(s) to complete the RFP's terms prior to making an award recommendation.

C. Failure to Enforce

The School District's failure to enforce at any time or for any period of time, a provision of this RFP or the contract shall not be construed to be a waiver of such provision or the right to enforce each and every provision.

D. Severability

Should any provision of a contract arising from this RFP, for any reason, be judicially declared invalid and/or unenforceable, such declaration shall not affect the validity of the remaining provisions, which shall remain in full force and effect, as if the contract had been executed with the invalid provision(s) eliminated.

E. Indemnification/Hold Harmless

The Proposer will indemnify, defend, and hold harmless the Central Islip Union Free School District, its Board of Education, individual board members, Superintendent of Schools, school administrators, officers, employees, and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorney's fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection to the investigation or defense relating to such claim or the litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of, or in connection with this Agreement, however caused.

To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not insured by Proposer's insurance purchased by the Proposer in accordance with the *Insurance Requirements* set forth in this RFP, the Proposer shall indemnify and hold harmless the Central Islip Union Free School District, participating school districts (if applicable) as identified in this RFP, and agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work described herein.

F. Saving Clause/Force Majeure

The successful Proposer 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 fires, floods, acts of God, or for any other acts not within the control of the successful proposer and which by the exercise of reasonable diligence is unable to prevent.

G. Affirmative Action

The District notifies all proposers that it will affirmatively insure that any minority business enterprises will be afforded full opportunity to submit offers and will not be discriminated against on the grounds of race, color, national origin in consideration of the award. Proposers hereby agree that should the proposer be awarded this contract, or any portion of this contract, the proposer will not discriminate against any person or entity who/which performs work thereunder because of race, religion, color, sex, national origin or ancestry.

II. Specifications

A. Scope/Overview

The Central Islip Union Free School District is seeking sealed proposals for the provision of an off-site Universal Pre-Kindergarten Program (UPK) financed by the New York State Education Department during the project period of July 1st, 2024 through June 30th, 2025.

Eligible and qualified off-site providers are encouraged to respond.

- The 2024-2025 anticipated student grant rate is **\$15,093.69 per student for a UPK full-day seat** for the entire 180-day program in an 18:1:1 or 20:1:2 setting; for a maximum of 58 eligible 4-year-olds.

The anticipated available seat counts and grant rates are subject to change, pending New York State Education Department grant allocations. If compensation rates are modified during the term of this contract, the awarded proposer shall be notified as such.

B. Compliance with State Laws and Regulations

The UPK program operated by Proposer shall comply in all respects with the Regulations of the Commissioner of Education pertaining to pre-kindergarten programs contained in 8 N.Y.C.R.R. S151-1.2 through and including S151-1.13; and S151-2.1 through and including S151-2.2. By submission of a proposal, Proposer acknowledges that it is familiar with the aforesaid regulations, has reviewed them and shall be responsible for compliance with any amendments thereto. In the event that the District shall determine that the pre-kindergarten program operated by Proposer is not in compliance, or in the event that the District is given notice thereof by the State of New York or any agency or department thereof, the District shall immediately give Proposer notice thereof. Thereupon, any contract arising from the award of this RFP shall be terminated.

C. Pre-Kindergarten Program Requirements

The activities identified in the program component plans include diversity integration; social, cognitive, linguistic and physical development; developmentally appropriate child community involvement; health and nutrition; services for children with disabilities; language development to children who speak languages other than English; continuity with early elementary grades. The program must comply with Section 151.1 of the Regulations of the Commissioner of Education of the State of New York and be aligned with the New York State Pre-Kindergarten Next Generation Learning Standards.

D. Registration

All students referred for placement with a successful Proposer's pre-kindergarten program through the District's pre-kindergarten program must have registered with the District's Central Registration Office, prior to beginning the program at the off-site location.

E. Attendance and Calendar Requirements

The pre-kindergarten program operated by the Proposer shall maintain a daily record of student

attendance and forward attendance information to the District each month.

The pre-kindergarten program operated by the Proposer shall provide services in accordance with the same school calendar as the District.

Students in the full-day UPK program are to attend five days/week for a minimum of five hours.

Children who do not attend on a regular basis or are regularly late to the program shall be referred to the District's Pre-Kindergarten Coordinator/Principal. Upon a determination by either the successful Proposer or the District that attendance is deficient, a meeting with the parent shall be promptly held by the successful Proposer to determine the reasons for the attendance problem and to identify steps to resolve the attendance problem. Inability to resolve the problem, after documented interventions, should be referred in writing to the District Pre-Kindergarten Coordinator/Principal.

F. Discipline and Suspension of Students

Pre-kindergarten students placed with successful Proposer's pre-kindergarten program shall only be suspended from attendance following notice to the District's Pre-Kindergarten Coordinator/Principal, and following the application of appropriate due process procedures which shall include notice to the child's parents or person in parental relation, and an opportunity for the child and his/her parent or person in parental relation to be heard. A decision to seek suspension shall be premised upon the child's behavior (which shall have been documented), and shall be preceded by application of appropriate non-suspension interventions, parent input and involvement, and involvement of special needs personnel, if appropriate. No suspension shall be effectuated without the prior written approval of the District's Pre-Kindergarten Coordinator/Principal.

G. Cumulative Folders

The successful Proposer shall maintain cumulative folders with notification of parent teacher conferences/contacts, and other relevant information relative to the child. These cumulative folders shall be turned over to the District at the end of the school year.

H. Curriculum

The successful Proposer shall strictly follow the appropriate NYS Pre-Kindergarten Standards for English Language Arts, NYS Pre-Kindergarten Standards for Mathematics and NYS Standards for Assessments, as approved by the Board of Education. Assessment records must be maintained for each child and a copy thereof shall remain on file in the student's cumulative folder, and made available to the District upon request.

I. Annual Assessment

The successful Proposer shall provide the District with a year-end assessment of its participation in the District's pre-kindergarten program to determine the extent that goals and objectives have been met. Said assessment shall be submitted on or before June 30th and each year thereafter in the event that the successful Proposer's contract is renewed.

J. Facilities, Supplies and Equipment

Proposer shall maintain appropriate equipment, supplies, and materials for each pre-kindergarten child.

(Nothing herein contained shall diminish the responsibility of the Proposer to comply with the facility requirements of 8 N.Y.C.R.R. S151-1.2 through and including S151-1.13; and S151-2.1 through and including S151-2.2)

All buildings shall be safe and suitable for the comfort and care of the children and shall be maintained in a state of good repair and sanitation.

K. Insurance Requirements

The successful Proposer agrees to maintain the following insurance coverages during the term of this Agreement. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the proposer agrees to effectuate the naming of the Central Islip Union Free School District as an unrestricted additional insured on the following described insurance policies, with the exception of worker's compensation. Further, the successful Proposer will submit to the District prior to the commencement of the program, documents certifying the following:

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Professional Consultant hereby agrees to effectuate the naming of the district as an Additional Insured on the Professional Consultant's insurance policies, except for Workers' Compensation and NYS Disability Insurance.

The policy naming the District as an Additional Insured shall:

- Be an insurance policy from an A.M. Best A-rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred.
- State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District for all coverages including Workers Compensation.
- Additional insured status shall be provided by standard or other endorsements that extend coverage to the District or equivalent. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
- The certificate of insurance must describe the services provided by the Professional Consultant that are covered by the liability policies.
- The Professional Consultant agrees to indemnify the District for applicable deductibles and self-insured retentions.

Minimum Required Insurance:

Commercial General Liability Insurance

- \$1,000,000 Per Occurrence/\$2,000,000 Aggregate
- \$2,000,000 Products and Completed Operations
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Sexual Misconduct and Assault
- \$ 100,000 Fire Damage
- \$10,000 Medical Expense

Automobile Liability

- \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

Workers' Compensation and NYS Disability Insurance

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (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.

Professional Errors and Omissions Insurance

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the Professional Consultant performed under the contract for the District. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

Umbrella/Excess Insurance

\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.

The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the District. The Professional Consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District.

If the Professional Consultant or Healthcare Provider utilizes independent contractors, then they must provide verification that coverages extend to the independent contractors. If the Independent Contractors are required to provide Professional Errors and Omissions coverage of their own, the proof of this coverage must be provided.

Upon award, the successful proposer shall provide proof of insurance.

L. Indemnification

Notwithstanding the provisions of this Agreement regarding insurance, and without limitation as to the coverages specified, the successful Proposer hereby agrees to protect, defend, indemnify and save the District and its board members, Superintendent of Schools, officers, employees, and agents harmless from any and all claims, demands, actions, suits, liabilities, settlements, costs losses, penalties, and expenses, including attorneys' fees, court costs and other expenses of litigation or administrative proceeding, or incurred by or imposed on the District in connection with the investigation of defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to arising out of or in connection with the Agreement or the successful Proposer's business and operations, however caused, or arising out of any act, happening or other event occurring on or at the franchised business which is not the act of the District, its agents or representatives. This paragraph shall survive termination of any Agreement arising from the results of this RFP.

M. Fire Safety Requirements

Buildings and classrooms operated by the successful Proposer on behalf of the District shall meet the New York State Uniform Fire Prevention and Building Code (9 N.Y.C.R.R. Parts 600 through 1250), 8 N.Y.C.R.R. SS151-2.7 and 155.7 or its equivalent (notwithstanding the exemption for schools in cities with populations over 125,000 persons) and Part 418 of the Regulations of the Department of Social Services (18 N.Y.C.R.R. Part 418).

N. Method of Payment

The District projects a student grant rate of **\$15,093.69** per student for the UPK full-day seats for the school year for placement in the pre-kindergarten program operated by the successful Proposer(s). The successful Proposer will service students. The District will make payment to the successful Proposer at the end of each month, upon receipt of student attendance records, verification of student's registration within the District, and invoice from the successful proposer. The District reserves the right based upon non-attendance to fill slots if they should become available throughout the school year. It is expressly understood and acknowledged by the successful Proposer that the funds for the pre-kindergarten placements specified in this RFP are appropriated by grant through the State of New York. In the event of diminution or cessation of appropriations by the State, the District reserves the right to cancel any then existing placements with the successful Proposer or to terminate this Agreement in all respects with no recourse by the successful Proposer.

O. Staffing and Staff Development

The Proposer shall provide the District with information relative to staff members who are responsible for the instructional program of pre-kindergarten students. A description of staff qualifications, stability of staff in relation to average duration of employment, rate of turnover and ability to fill vacancies in a timely manner will be supplied. Further, this information shall include: Certification documents, educational background and training of all teachers and paraprofessional support staff who are directly involved with providing service to pre-kindergarten students.

The Proposer shall affirm that all teachers employed by the Proposer assigned to provide services to District students shall be New York State certified teachers, with valid pre-kindergarten certification.

Pursuant to New York State Regulations regarding staff qualifications (8 N.Y.C.R.R. S151-1.5 c, d) a pre-kindergarten teaching assistant providing support in a pre-kindergarten classroom shall have a high school diploma and six hours of college credit in a related field pursuant to 8 N.Y.C.R.R. S80 and for those assistants in programs for limited English proficient (LEP) children, shall have bilingual proficiency in the children's native language.

A pre-kindergarten teacher aide providing support in a pre-kindergarten classroom must meet the requirements prescribed in 8 N.Y.C.R.R. S80 and for those aides in programs for LEP children shall have bilingual proficiency with the children's native language.

P. Supervision of Program

The District's Pre-Kindergarten Coordinator/Principal shall have access to all elements of the pre-kindergarten program including classroom visits, teacher observations, records and documents as deemed necessary by the District or Supervisor.

Q. References

Proposers shall provide three references where they have performed UPK services of a similar size and scope as the services specified within this Request for Proposals.

R. Transportation

The Central Islip Union Free School District shall not provide transportation to off-site programs. Transportation shall be provided by the Proposer, parents, and/or guardians. As required by NYSED, transportation must be offered to all students who fall within the mileage limits, set by the District.

III. Requests for Clarification/Additional Information

1. All questions, requests for clarification or additional information as related to this RFP shall be submitted in writing via e-mail to:

Christina Guastella, Funded Programs Administrator
Central Islip Union Free School District
Email : CGuastella@centralislip.k12.ny.us

2. All requests for clarification or additional information shall include the vendor's name, a contact person's name, a telephone number, and an email address.

No questions, requests for clarification or additional information will be accepted after 11:00 a.m. on **Monday, March 25, 2024** after which time the District shall prepare, if needed, any addenda.

IV. Assembling the Proposal

Proposal shall be assembled in strict accordance with the outline described on the *Proposal Submittal Checklist Items* found on page 2 of this RFP.

V. Proposal Requirements

Please see Appendix A.

VI. Proposal Submittal

1. Proposers shall submit one original proposal and three copies of their proposal and all attachments;
2. Proposals shall be submitted in a sealed envelope or package and shall indicate the following information on the outside of the package:

- a. Vendor's name and address;
- b. RFP number and title; and
- c. RFP due date and time.

Faxed or emailed proposals shall not be accepted.

3. Vendors shall submit the proposal by the date and time indicated in the *Notice to Proposers to:*

Christina Guastella, Funded Programs Administrator
Central Islip Union Free School District
50 Wheeler Road
Central Islip, New York 11722

VII. Timeline

Sealed proposals must be received prior to April 8, 2024 at 11:00 a.m. to:

Christina Guastella, Funded Programs Administrator
Central Islip Union Free School District
50 Wheeler Road
Central Islip, New York 11722

- **June 11, 2024**- Proposals will be presented to the Board of Education for award after proposals have been reviewed by the designee assigned by the District.

*It is the District's intent to award this proposal on the date noted. However, this date is a projection and is subject to change.

Please note the RFP number on all correspondence.

Proposals must be clearly marked with the name and address of the proposer and the RFP number and name on the outside on the sealed envelope.

VIII. Evaluation of Proposals

A. Evaluation Process

Submitted proposals will be evaluated by the District's Board of Education and/or an appointed evaluator or evaluators. During the evaluation process the District may request additional information or clarification from Proposers on proposals submitted.

The District's receipt or discussion of any information submitted in response to the RFP including information submitted during discussions after said submittal (including ideas, opinions, other material communicated or exhibited on the Proposers behalf or on the Districts' behalf) is not to impose any obligations whatsoever on the District or to entitle Proposer to any compensation thereof. Any information given, either orally or in writing, is not given in confidence and may be used or disclosed to others for any purpose at any time without obligation or compensation and without liability to the District of any kind, whatsoever.

Interviews for this service will be held upon the request of and in the best interests of the District. Submission of a proposal in response to the RFP will not automatically result in an interview.

Evaluation Criteria

The Central Islip Union Free School District will evaluate the proposal submissions based upon the required components set forth within Appendix B. Points will be awarded to each of the cited components and a rubric will be used to rate the quality of the Proposer's RFP, as it aligns to the District's needs.

IX. Award/Contract

A. Award Process

1. Upon recommendation of the appointed evaluator or evaluators, the Board of Education of the Central Islip Union Free School District shall act, in its judgment, in the best interests of the District. This award may or may not be awarded to multiple providers.
2. The Board of Education of the Central Islip Union Free School District reserves the right to

waive any informalities or to reject in whole or in part any or all proposals, or to accept that proposal or portion of proposal of which, in its judgment, is in the best interests of the District.

3. All decisions of the Board of Education of the Central Islip Union Free School District are final.

B. Term of Engagement

The term of this engagement shall be from July 1st, 2024 up to and including June 30th, 2025. Based upon the mutual agreement of both parties, the contract may be renewed thereafter from year to year for a maximum of five (5) years. Contract extensions are granted at the discretion of the District.

C. Contract Execution

1. Upon notification of award, the successful Proposer(s) shall be required to execute a contract with the District in substantial conformance with this RFP's requirements and the firm's proposal;
2. No contract shall become binding until the necessary funds have been approved.

D. Termination

1. The District may, without prejudice to any other rights or remedies contained in any contract arising from the terms of this RFP or provided by law or equity, terminate the Agreement. Such termination shall be effective two (2) days after written notice is given by the District to the awarded Proposer of any material breach of this Agreement; and
2. The District reserves the right to terminate the contract for any reason upon thirty (30) days written notice from the District to the awarded Proposer.

**CENTRAL ISLIP UNION FREE SCHOOL DISTRICT
BUSINESS OFFICE
50 WHEELER ROAD, CENTRAL ISLIP, NEW YORK 11722**

FORM OF PROPOSAL

RFP# 2425-UPK

PROPOSER INFORMATION

NAME OF FIRM: _____

ADDRESS: _____

PHONE: _____ FEDERAL /TAX IDENTIFICATION NUMBER: _____

RFP# 2425-UPK, Pre-Kindergarten Services for Collaboration of Activities

The proposer declares and certifies:

1. That said proposer possesses the authority to legally bind the above-mentioned firm to the specifications of this Request for Proposal and further has the authority to execute any contract arising from the award of this Request for Proposal.
2. That this proposal is made without previous understanding, agreement or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion of fraud.
3. That no member of the Board of Education of the Central Islip Union Free School District nor any officer or employee or person whose salary is payable in whole or in part from the Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it is related, or in any portion of the profits thereof.
4. That said proposer has carefully examined and understands each and every requirement contained within this RFP document, and that all addenda to this RFP, if any, are part of the RFP and shall, if successful in this proposal, furnish and deliver at the proposed prices and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, service or labor for which this proposal is made.

Authorized Signature _____ Date _____

Print or Type Name _____ SEAL OF CORPORATION (If available)

Print or Type Title _____

Sworn to before me this _____

day of _____, 20__ NOTARY SEAL

Notary Public Signature _____

**CENTRAL ISLIP UNION FREE SCHOOL DISTRICT
BUSINESS OFFICE
50 WHEELER ROAD, CENTRAL ISLIP, NEW YORK**

STATEMENT OF NON-COLLUSION

RFP# 2425-UPK

For the purpose of this Statement of Non-collusion, the use of the words bid or bidder are interchangeable and synonymous with the words proposal and proposer.

By submission of this bid/proposal, the vendor certifies that he is complying with section 103-D of the General Municipal Law.

Section 103-D of the General Municipal Law reads as follows:

103-D. Statement of non-collusion in bids and proposals to political subdivisions of the state. Every bid or proposal hereafter made to a political subdivision of the state of any public department, agency, or official thereof where competitive bidding is required by statute, rule, regulation of local law, for work or services performed, 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 knowledge and belief:
 - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose or restricting competition, as to any matter relating to such prices with any other bidder or with any competition;
 - (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 competition; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a) (1), (2), and (3) above have not been complied with; provided, however that if in any case the bidder cannot make foregoing certification, the bidder shall so state and furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1), (2), and (3) above have not been complied with, the bid shall not be considered for award, nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid,

does not constitute, without more, a disclosure within the meaning subparagraph one (a).

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

Print or Type Firm Name _____

Print or Type Title _____

Authorized Signature _____

Date _____

Print or Type Name _____

**CENTRAL ISLIP UNION FREE SCHOOL DISTRICT
BUSINESS OFFICE
50 WHEELER ROAD, CENTRAL ISLIP, NEW YORK 11722**

RELATED PARTY AFFIDAVIT

RFP # 2425-UPK

STATE OF **NEW YORK**

COUNTY OF **SUFFOLK**

_____, being duly sworn, deposes and says:

1. That (s) he is an officer or representative of _____ and that (s) he has the authority to sign this affidavit.
2. This affidavit is offered as an inducement to Central Islip Union Free School District to award to _____ such purchase contracts for goods or services as directed by the Board of Education, in accordance with New York State law and with Central Islip Union Free School District policy.
3. That no Officer, Employee, or Stockholder of the above-referenced vendor is an employee, in any position, related to an employee in any position, administrator or Board Member, at the Central Islip Union Free School District at 50 Wheeler Road, Central Islip, New York 11722 other than as disclosed below:

Vendor: List Officer, Employee or Stockholders Name	Position with Vendor	Employee, Administrator or Board Member Name	Relationship between Parties

Authorized Signature _____ Date _____

Print or Type Name _____ SEAL OF CORPORATION (If available)

Sworn to before me this _____

day of _____, 20_ NOTARY SEAL

Notary Public Signature _____

**CENTRAL ISLIP UNION FREE SCHOOL DISTRICT
BUSINESS OFFICE
50 WHEELER ROAD, CENTRAL ISLIP, NEW YORK 11722**

Iranian Energy Divestment Certification

RFP# 2425-UPK

By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

- A. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Print or Type Firm Name _____

Print or Type Title _____

Authorized Signature _____

Date _____

Print or Type Name _____

**CENTRAL ISLIP UNION FREE SCHOOL DISTRICT
BUSINESS OFFICE
50 WHEELER ROAD, CENTRAL ISLIP, NEW YORK 11722**

SEXUAL HARASSMENT POLICY

RFP# 2425-UPK

A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that 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 201-G of the New York Labor Law.

Print or Type Firm Name _____

Print or Type Title _____

Authorized Signature _____ Date _____

Print or Type Name _____

**CENTRAL ISLIP UNION FREE SCHOOL DISTRICT
BUSINESS OFFICE
50 WHEELER ROAD, CENTRAL ISLIP, NEW YORK 11722**

M/WBE FORM

RFP# 2425-UPK

The Proposer declares and certifies:

1. The Proposer is a NYS Certified M/WBE Vendor; and
2. The information reported below is accurate.

This report includes:

- ☐ The Proposer's workforce to be utilized in the Pre-Kindergarten program for the students of Central Islip Union Free School District; or
- ☐ The Proposer's total workforce.

Job Categories	Total Work Force	Hispanic Latino		Non-Hispanic Non-Latino	Non-Hispanic Non-Latino
		Males	Females	Males	Females
Executive/Senior Level Officials and Managers					
First/Mid-Level Officials and Managers					
Professionals					
Technicians					
Sales Workers					
Administrative Support Workers					
Laborers and Helpers					
Operatives					
Service Workers					
Total					

Authorized Signature _____ Date _____

Print or Type Name _____ SEAL OF CORPORATION (If available)

Sworn to before me this _____

day of _____, 20__ NOTARY SEAL

Notary Public Signature _____

Appendix A

RFP Pre-Kindergarten Requirements

RFP# 2425-UPK

RFP Format & Document Requirements	Required Components
Adherence to format: ☐ 8 ½ x 11 white paper with one staple upper left-hand corner ☐ All text-Times New Roman font, size 11 RFP cover page must contain: ☐ Vendor's name and address ☐ RFP number and title ☐ RFP due date and time A RFP sealed envelope must contain: ☐ 1 original RFP and 3 copies Outside of the RFP envelope must clearly indicate: ☐ Vendor's name and address ☐ RFP number and title ☐ Attn: Christina Guastella, Funded Programs Administrator ☐ RFP due date and time RFP Document Requirements: ☐ Proposal Submittal Checklist Items ☐ Mission Statement/Philosophy Statement ☐ Proof of Department of Social Services licensing certificate for occupancy ☐ Three references	/14
Physical Plant Requirements	Required Components
☐ Provide a physical layout of the facility ☐ Provide evidence of adherence to health and safety codes ☐ Provide evidence of adherence to licensure and registration requirements	/3

RFP Pre-Kindergarten Requirements

RFP# 2425-UPK

Financial Solvency Requirements	Required Component s
☐ Budget of proposed expenditures for services rendered ☐ Record management and documentation procedures	/2
Pre-Kindergarten Service Requirements	Required Component s
☐ Description of how the Proposer intends to meet the goals and objectives of the District's pre-kindergarten program of Section 151-1 of the Commissioner's Regulations A description of the services to be provided by the Proposer: ☐ Class ratio specified ☐ Number of Central Islip UFSD students that can be served ☐ Length of day ☐ Number of days per year ☐ Evaluation and reporting on student progress; Assessments used ☐ Parental/Family involvement activities/methods ☐ Description of the Proposer's early literacy and numeracy curriculum ☐ Capacity and experience in serving students with diverse needs ☐ Capacity and experience in serving students and their parents and/or guardians who have limited English proficiency ☐ Provide a description of staff qualifications, staffing patterns, child-staff ratio, administrative structure and qualifications of supervisors ☐ Capacity to provide support services ☐ Method of documentation for student attendance	/13

Appendix B

RFP Pre-Kindergarten Rubric

RFP# 2425-UPK

	0	1 Limited	2 Sufficient	3 Exceptional	Rating
Physical Layout	Not provided or does not meet CIUFSD standards	Limited space in the learning area to move, play, & learn OR No designated areas for movement, play, learning, & meals may or may not be identified	Sufficient space in the learning area to move, play, & learn AND Designated areas for movement, play, learning, & meals	Exceptional space in the learning area to move, play, & learn AND Designated areas for movement, play, learning, & meals	/3
Health & Safety Codes	Not provided or does not meet health & safety codes	Adherence to healthy & safety is demonstrated with limited evidence	Adherence to healthy & safety is demonstrated with sufficient evidence	Adherence to healthy & safety is demonstrated with exceptional evidence	/3
Licensure & Registration	Not provided or does not meet requirements	Adherence to licensure & registration requirements is demonstrated with limited evidence	Adherence to licensure & registration requirements is demonstrated with sufficient evidence	Adherence to licensure & registration requirements is demonstrated with exceptional evidence	/3
Financial Solvency Budget	Not provided or budget is unclear or vague OR Does not provide transportation as a program cost	Budget shows some detail indicating how funds will be spent using estimated costs or indicates the percentage allocated for each expense OR Shows partial budget OR Provides transportation for a limited number of students, as a program cost	Sufficient transparency in the budget plan Budget indicates salary expenses, costs for supplies for all classes/students, and general program expenses AND Provides transportation for all students, as a program cost	Exceptional transparency in a detailed budget plan Budget indicates all anticipated expenses accounted for all classes/students, including salaries, benefits, leasing/facility expenses, supplies, and training AND Provides transportation for all students, as a program cost	/3

RFP Pre-Kindergarten Rubric

RFP# 2425-UPK

	0	1 Limited	2 Sufficient	3 Exceptional	Rating
Financial Solvency Record Management & Documentation	Not provided or unclear records management & documentation system	Limited record & document management system explained General overview provided	Sufficient records & document management system Some details provided	Exceptional records & document management system Clear, organized, and well maintained system described	/3
Assessments	Not provided and/or not in accordance with Subpart 151-1 of the Commissioner's Regulations	Limited method of data collection & tools used are explained and in accordance with Subpart 151-1 of the Commissioner's Regulations 1 of the below are included: Indicates no traditional standardized testing used & the assessment schedule is used AND/OR Indicates the frequency of assessments & reporting AND/OR Identifies the data collection tools	Sufficient method of data collection & tools used are explained and in accordance with Subpart 151-1 of the Commissioner's Regulations 2 of the below are included: Indicates no traditional standardized testing used & the assessment schedule is used AND/OR Indicates the frequency of assessments & reporting AND/OR Identifies the data collection tools	Exceptional method of data collection & tools used are explained and in accordance with Subpart 151-1 of the Commissioner's Regulations 3 of the below are included: Indicates no traditional standardized testing used & the assessment schedule is provided AND Indicates the frequency of assessments & reporting AND Identifies the data collection tools	/3

RFP Pre-Kindergarten Rubric

RFP# 2425-UPK

	0	1 Limited	2 Sufficient	3 Exceptional	Rating
Curriculum	Not provided or not aligned to the District's curriculum	Demonstrates limited continuity with instruction in the early elementary grades used by the District AND Includes a limited description of literacy & emergent literacy and numeracy, and evidence based practices AND/OR Limited attention to learner centered & intentional playing	Demonstrates sufficient continuity with instruction in the early elementary grades used by the District AND Includes a sufficient description of literacy & emergent literacy and numeracy, and evidence based practices AND/OR Sufficient attention to learner centered & intentional playing	Demonstrates exceptional continuity with instruction in the early elementary grades used by the District AND Includes exceptional description of literacy & emergent literacy and numeracy, and evidence based practices AND Exceptional attention to learner centered & intentional playing	/3
Family Engagement	Not provided or does not meet District standards	Limited level of family engagement; Overview events and methods of family engagement AND Proposer does not have staff who can communicate in students' and families' native language(s) and/or cannot provide translation services	Sufficient level of family engagement; Some examples of events and methods of family engagement AND Proposer has staff who can communicate in students' and families' native language(s) or will provide a translation services	Exceptional level of family engagement; Detailed description of events & methods of family engagement, with examples AND Proposer has staff who can communicate in students' and families' native language(s)	/3
Capacity to Serve Students with Diverse Needs	Not provided or Proposer is not able to serve diverse needs	Limited ability to serve students with diverse needs Overview of how diverse needs students' are served	Sufficient ability to serve students with diverse Some description of how diverse students' needs are served, some examples	Exceptional ability to serve diverse students' needs Detailed description of how diverse students' needs are served, with examples	/3

RFP Pre-Kindergarten Rubric

RFP# 2425-UPK

	0	1 Limited	2 Sufficient	3 Exceptional	Rating
Staffing	Not provided or the Proposer is unclear or vague	Limited ability to maintain and recruit highly qualified staff; includes years of service with the Proposer and summary of qualifications of each staff member AND Administrative structure is defined and qualifications are provided AND Child-staff ratio is 18 students with 1 teacher and 1 paraprofessional or 19-20 students with 1 teacher and 2 paraprofessionals	Sufficient ability to maintain and recruit highly qualified staff; includes years of service with the Proposer and detailed description of each staff member's educational background and training; certification documents provided AND Administrative structure is defined and qualifications are provided AND Child-staff ratio is 18 students with 1 teacher and 1 paraprofessional or 19-20 students with 1 teacher and 2 paraprofessionals	Exceptional ability to maintain and recruit highly qualified staff; includes years of service with the Proposer, detailed description of each staff member's educational background and training; certification documents provided AND Administrative structure is clearly defined and qualifications are provided AND Child-staff ratio is 18 students with 1 teacher and 1 paraprofessional or 19-20 students with 1 teacher and 2 paraprofessionals	/3

RFP Rating for _____
(Vendor's Name)

Required Components	RFP Pre-Kindergarten Rating (Rubric)
___ / 32	___ / 30
Total Score	
___ / 62	