

# 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# 2627-SPS**

## **STUDENT PHOTOGRAPHY SERVICES FOR CENTRAL ISLIP UNION FREE SCHOOL DISTRICT**

Sealed proposals will be received until **May 1, 2026, at 11:00 a.m.** at the Central Islip Union Free School District Central 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:

**Ms. Jessica Iafrate, Assistant Superintendent for Curriculum and Instruction  
Central Islip Union Free School District  
50 Wheeler Road  
Central Islip, New York 11722**

# **PROPOSAL SUBMITTAL CHECKLIST ITEMS**

RFP# 2627-SPS

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

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

- Proposal Submittal Checklist Items Page 2
- Form of Proposal Page 15
- Statement of Non-Collusion Pages 16-17
- Related Party Affidavit Page 18
- Iranian Energy Divestment Certification Page 19
- Sexual Harassment Policy Page 20
- Data Privacy Agreement Page 21
- Proposal Requirements containing all required information as outlined on Pages 22-23

**VENDOR 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, Central 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;
  - c. Attn: Ms. Jessica Iafrate, Assistant Superintendent for Curriculum & Instruction;  
and
  - d. The RFP due date and time.
2. Failure to provide 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 location 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*, and all other RFP documents shall be provided by the Proposer to constitute a valid proposal.
6. The submission of a proposal is to establish 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.
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, incomplete, 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.

12. Any interpretations issued will be in the form of addenda or clarifications of 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 submitted proposal does not obligate the Central Islip Union Free School District to award a contract.
3. Only the execution of a written contract subsequent to the adoption of a Board of Education resolution authorizing such 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.
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 review the Proposer's proposed services 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 or any other school district has been deemed unsatisfactory.
10. The School District reserves the right to reject any proposal that imposes conditions that would tend to modify the terms and conditions of the RFP documents.
11. 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 responsibility to execute such contract, to any other person, company, or corporation without the previous written consent of the School District.
12. 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; and such investigation's determination shall be deemed within the direction of the School District.

### ***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 this RFP or 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 an administrative 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 nevertheless 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 to the District 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 minority business enterprises will be afforded full opportunity to submit offers and will not be discriminated against on the grounds of race, color, or 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 student photography services for the period July 1, 2026, through June 30, 2027. These services must include:

- Photography promotional materials, including pricing structures
- Senior photographs (high school)
- Student photographs–Fall & Spring (all buildings)
- Retake photographs
- Yearbooks (all buildings)
- Digital photographs that synchronize with PowerSchool

Eligible and qualified vendors are encouraged to respond.

### ***B. Compliance with State Laws and Regulations***

The student photography services provided by the Proposer shall comply in all respects with New York State Education Law § 2-d and Part 121 of the Regulations of the Commissioner of Education regarding the privacy and security of student, teacher, and principal data.

By submission of a proposal, the Proposer acknowledges that it is familiar with the aforesaid laws and regulations, has reviewed them, and shall comply with them and any amendments thereto. Furthermore, the Proposer agrees to:

- Execute the District’s Data Security and Privacy requirements and provide a completed Data Privacy Agreement as required by law.
- Comply with Education Law § 3035 and Part 80 of the Commissioner’s Regulations regarding the fingerprinting and background clearance of all staff who will be present on District grounds.
- Adhere to all NYS Tax Law requirements regarding the collection and remission of sales tax for individual portrait packages sold to parents/guardians.

In the event that the District shall determine that the services provided by the Proposer are not in compliance with these regulations—specifically regarding a breach of student data or failure to clear personnel—or in the event that the District is given notice of non-compliance by the New York State Education Department (NYSED) or any agency thereof, the District shall immediately give the Proposer notice. Thereupon, any contract arising from the award of this RFP may be terminated immediately at the District's discretion.

### ***C. Student Photography Service Description Requirements***

The Proposer shall be responsible for capturing and producing high-resolution student photographs. Parents/Guardians will have the option to purchase photography packages directly from the successful Proposer.

The Proposer shall describe their services in the RFP submission. These services must include:

- Photography promotional materials, including pricing structures
- Senior photographs (high school)

- Student photographs–Fall & Spring (all buildings)
- Retake photographs
- Yearbooks (all buildings)
- Digital photographs that synchronize with PowerSchool

***D. Facilities, Supplies, and Equipment***

The Proposer shall be solely responsible for the provision and maintenance of all photography equipment and supplies. The District’s obligations are limited to providing the physical facilities for the sessions.

***E. Insurance Requirements***

The 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:

- 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 for General Liability coverages shall be provided by standard or other endorsements that extend coverage to the District or equivalent. The decision to accept an endorsement rests solely with the District. 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. 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.

**Minimum Required Insurance:**

**Commercial General Liability Insurance**

- \$1,000,000 Per Occurrence/\$2,000,000 Aggregate, with no exclusions for Athletic Participants
- \$2,000,000 Products and Completed Operations
- \$1,000,000 Personal and Advertising Injury
- \$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**

**General Use** - \$1,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability coverages.

**Fun Days with Inflatables/Other Inflatable Use Events**- \$2,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability coverages.

**Organized Athletic Leagues/Events** - \$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability coverages.

**Athletic/Recreational Camps** - \$5,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability coverages.

**Carnivals and Firework Displays, etc.** - \$10,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability coverages.

The facility user acknowledges that failure to obtain such insurance on behalf of the District shall constitute a material breach of contract and subject it to liability for damages, indemnification, and all other legal remedies available to the District. The facility user is to supply the District with a certificate of insurance, evidencing that the above requirements have been met, prior to the event. 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 facility user utilizes independent contractors, then they must provide verification that coverages extend to the independent contractors.

**Upon award, the successful Proposer shall provide proof of insurance.**

***F. 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.

### ***G. Data Security and Privacy Requirements***

The Proposer shall comply with all state, federal, and local laws, regulations, rules, and requirements related to the confidentiality of student records and data security and privacy.

The Proposer may receive personally identifiable information from student records (“Education Records”) (collectively, “PII Data”). The Proposer shall, therefore, comply with the following provisions in order to maintain the security and confidentiality of personally identifiable student information:

- adopt technologies, safeguards and practices in alignment with the National Institute of Standards and Technology Cybersecurity Framework;
- limit the Proposer’s internal access to Education Records to individuals with legitimate educational interests;
- use PII Data only for the purposes explicitly authorized by this Agreement and not for any other purpose;
- not disclose any personally identifiable information from PII Data to any other part without prior written consent, unless disclosure is required by statute or court order and written notice is given to the District (notice is not required if it is expressly prohibited by a statute or court order);
- maintain reasonable safeguards to maintain confidentiality of personally identifiable information in PII Data;
- use legally mandated encryption technology<sup>1</sup> to protect data from unauthorized disclosure while the data is in motion or in the contractor’s custody; and
- not sell, use or disclose student, teacher or principal personally identifiable information for any marketing or commercial purpose.

The Proposer represents and warrants that it will follow and abide by the guidelines and legal standards as set forth in the Proposer’s data security and privacy plan.

The Proposer’s data security and privacy plan shall, at a minimum:

- Outline how the Proposer will implement State and federal data security and privacy contract requirements for the life of the contract;
- Specify administrative, operation and technical safeguards the third-party contractor will use to protect personally identifiable information;
- Show that it complies with requirements of §121.3 of the Commissioner’s Regulations:

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<sup>1</sup> Encryption means methods of rendering personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5

- Specify how the third-party contractor’s employees and any assignees with access to student data, receive or will receive training on relevant confidentiality laws, before receiving access to such data;
- Specify if the third-party contractor will use subcontractors and how it will ensure personally identifiable information is protected;
- Specify an action plan for handling any breach or unauthorized disclosure of personal identifiable information and promptly notify the school district of any breach or unauthorized disclosure; and
- Describe where, how and when data will be returned, transition to a successor contractor, deleted or destroyed when the contract ends or is terminated.

The Proposer must notify the District of any breach of security resulting in an unauthorized release of personally identifiable information from PII Data by the Proposer or the Proposer’s officers, employee’s, assignees or subcontractors. This notification must be made in the most expedient manner possible and without delay. In addition, the Proposer must notify the District of the breach of security in writing. This written notification must be sent by the Proposer in the most expedient way possible and without unreasonable delay, and not later than seven (7) calendar days after confirmation of the breach of security resulting in an unauthorized release of personally identifiable information from PII Data, to the designated District representative and will be delivered to the District by electronic mail to **Philip Voigt, Director of Music Education and Technology**, [PVoigt@centralislip.k12.ny.us](mailto:PVoigt@centralislip.k12.ny.us). In the case of a release of personally identifiable information from PII Data by the Proposer or the Proposer’s officers, employees, assignees or subcontractors, the Proposer will reimburse the District for the reasonable cost to fulfill the District’s obligation to notify any required party pursuant to NYCRR 121.10(f), subject to any limitation of liability agreed to in Proposer’s TOU. For the avoidance of doubt, this reimbursement obligation will include any costs or losses related to responding to a breach of security (e.g., District legal fees, notification under other statutes); including the indemnification of the District on account of all claims and actions commenced against it on account of claimed damages resultant from a breach of security.

## ***H. Method of Payment***

The cost of student photography will be paid for directly by the parents/guardians. The District will not incur any fees or invoices from the Proposer for services rendered.

## ***I. References***

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

### III. Requests for Clarification/Additional Information

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

Ms. Jessica Iafrate, Assistant Superintendent for Curriculum and Instruction  
Central Islip Union Free School District  
Email: [JIafrate@centralislip.k12.ny.us](mailto:JIafrate@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, April 20, 2026**, 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 two 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;
  - c. Attn: Ms. Jessica Iafrate, Assistant Superintendent for Curriculum & Instruction;  
and
  - d. 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:*

Ms. Jessica Iafrate, Assistant Superintendent for Curriculum and Instruction  
Central Islip Union Free School District

50 Wheeler Road  
Central Islip, New York 11722

## VII. Timeline

Sealed proposals must be received prior to **May 1, 2026 at 11:00 a.m.** to:

Ms. Jessica Iafrate, Assistant Superintendent for Curriculum and Instruction  
Central Islip Union Free School District  
50 Wheeler Road  
Central Islip, New York 11722

**June 1, 2026**- 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 of the sealed envelope.*

## VIII. Evaluation of Proposals

### A. *Evaluation Process*

1. 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.
2. The District's receipt of any information submitted in response to the RFP, including information submitted during discussions after said submittal (including suggestions, opinions, other material displayed or exhibited on the Proposer's 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 may be held upon request 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 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 with 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 1, 2026 through June 30, 2027. 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 five (5) 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  
CENTRAL OFFICE  
50 WHEELER ROAD, CENTRAL ISLIP, NEW YORK 11722**

**FORM OF PROPOSAL**

**RFP# 2627-SPS**

**PROPOSER INFORMATION**

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FEDERAL /TAX IDENTIFICATION NUMBER: \_\_\_\_\_

**RFP# 2627-SPS, Student Photography Services for Central Islip Union Free School District**

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 in connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects without collusion or 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 by the District 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  
CENTRAL OFFICE  
50 WHEELER ROAD, CENTRAL ISLIP, NEW YORK**

**STATEMENT OF NON-COLLUSION**

**RFP# 2627-SPS**

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 it 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  
CENTRAL OFFICE  
50 WHEELER ROAD, CENTRAL ISLIP, NEW YORK 11722**

**RELATED PARTY AFFIDAVIT**

**RFP# 2627-SPS**

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 or related to an employee, 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# 2627-SPS**

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# 2627-SPS**

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 \_\_\_\_\_

## **Data Privacy Agreement**

Complete the Data Privacy Agreement by accessing the Central Islip Union Free School District website at: <https://www.centralislip.k12.ny.us/departments/technology/data-privacy/bill-of-rights>.

## Appendix A

### RFP Student Photography Service Requirements RFP# 2627-SPS

RFP Format & Requirements	Required Components
<p><b>Adherence to format:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 8 ½ x 11 white paper</li> <li><input type="checkbox"/> All text-Times New Roman font, size 11</li> </ul> <p><b>RFP cover page must contain:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Vendor’s name and address</li> <li><input type="checkbox"/> RFP number and title</li> <li><input type="checkbox"/> Attn: Ms. Jessica Iafrate, Assistant Superintendent for Curriculum &amp; Instruction</li> <li><input type="checkbox"/> RFP due date and time</li> </ul> <p><b>RFP sealed envelope must contain:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1 original RFP and 2 copies</li> </ul> <p><b>Outside of the RFP envelope must clearly indicate:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Vendor’s name and address</li> <li><input type="checkbox"/> RFP number and title</li> <li><input type="checkbox"/> Attn: Ms. Jessica Iafrate, Assistant Superintendent for Curriculum &amp; Instruction</li> <li><input type="checkbox"/> RFP due date and time</li> </ul> <p><b>RFP Requirements:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Proposal Submittal Checklist Items</li> </ul> <p><b>Description of how the Proposer intends to meet the:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> applicable state laws and requirements, including but not limited to data security and privacy.</li> <li><input type="checkbox"/> facilities, supplies, and equipment requirements</li> <li><input type="checkbox"/> Evidence of sufficient insurance policy limits</li> </ul> <p><b>Description of the services to be provided by the Proposer including:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Photography promotional materials, including pricing structures</li> <li><input type="checkbox"/> Senior photographs (high school)</li> <li><input type="checkbox"/> Student photographs–Fall &amp; Spring (all buildings)</li> <li><input type="checkbox"/> Retake photographs</li> <li><input type="checkbox"/> Yearbooks (all buildings)</li> <li><input type="checkbox"/> Digital photographs that synchronize with PowerSchool</li> </ul> <p><input type="checkbox"/> Three references</p>	<p><b>/22</b></p>

## Appendix B

### RFP Student Photography Services Rubric

RFP# 2627-SPS

	<b>0</b>	<b>1 Limited</b>	<b>2 Sufficient</b>	<b>3 Exceptional</b>	<b>Rating</b>
<b>Compliance with State Laws and Regulations</b>	Information not provided or vague.	Mentions laws but lacks a plan for NYS Education Law § 2-d or Part 121.	Confirms adherence to NYS Education Law § 2-d and background checks for all staff.	Comprehensive plan for NYS § 2-d/Part 121 compliance and proactive fingerprinting/clearance verification.	<b>/3</b>
<b>Student Photography Service Descriptions</b>	Information not provided, vague, cannot synchronize digital photographs with PowerSchool, or no pricing structures included.	Brief overview of photography services without specific details, but can synchronize digital photographs with PowerSchool. Pricing structures included.	Detailed description of high-resolution student photography and parent ordering options. Pricing structures included. Synchronizing the digital photos with PowerSchool is seamless.	Superior description including resolution specs, pose variety, and seamless parent purchase workflows. Pricing structures included. The types of services that can be offered are those required within the RFP. Synchronizing the digital photos with PowerSchool is seamless.	<b>/3</b>
<b>Facilities, Supplies, and Equipment</b>	Information not provided or vague.	Mentions equipment but fails to acknowledge sole responsibility for maintenance.	Explicitly states vendor provides all equipment and supplies; only requires District space.	Confirms full equipment autonomy and details high-grade backups to ensure zero service disruption.	<b>/3</b>
<b>Insurance Requirements</b>	Information not provided or vague.	Some insurance limits met.	Meets all stated limits and includes primary/non-contributory endorsements.	Exceeds all minimum limits with an A.M. Best A-rated insurer and includes primary/non-contributory endorsements.	<b>/3</b>
<b>Data Security and Privacy Requirements</b>	Information not provided or vague.	Basic privacy statement.	Provides a plan specifying safeguards and employee training.	Provides a detailed plan specifying safeguards and employee training.	<b>/3</b>
<b>References</b>	Information not provided or vague.	Provides 1–2 references or references that do not match the size/scope of the District.	Provides 3 references for student photography services of similar size and scope.	3+ references with high satisfaction ratings and proven success in large-scale New York public school districts.	<b>/3</b>

# RFP Student Photography Services

RFP# 2627-SPS

**RFP Rating for** \_\_\_\_\_  
(Vendor's Name)

Required Components	RFP Student Photography Services Rating (Rubric)
___ / 22	___ / 18
<b>Total Score</b>	
___ / 40	