

NOTICE TO PROPOSERS

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

RFP 15-012

UNIVERSAL PRE-KINDERGARTEN SERVICES FOR COLLABORATION OF ACTIVITIES

Sealed proposals will be received until 9:00 AM, Monday, June 6, 2016 at the Connetquot Central School District Central Office, Purchasing Department, 780 Ocean Avenue, Bohemia, New York 11716.

Interested firms shall signify their interest by submitting the *Intent to Propose* form no later than May 16, 2016.

The Board of Education of the Connetquot Central School District of Islip 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 interest of the District.

Jody Flescher, CPPO
Director of Purchasing
May 9, 2016

INTENT TO PROPOSE

RFP 15-012, UNIVERSAL PRE-KINDERGARTEN SERVICES FOR COLLABORATION OF ACTIVITIES

In order to ensure that any RFP addenda or clarifications are made available to all proposers, this form must be completed and returned to the District no later than May 16, 2016.

Please type or print clearly

Company Name: _____

Name of Authorized Representative: _____

Phone Number: _____ Fax Number: _____

Email: _____

Date: _____

We intend to submit one proposal for Offsite UPK Services _____

We intend to submit one proposal for Onsite UPK Services _____

We intend to submit two proposals; one for Offsite UPK Services and one for Onsite UPK Services _____

Authorized Signature: _____
(Please Sign)

Failure to submit this form may disqualify firms from submitting a proposal.

Please Return To:

Jody Flescher, Director of Purchasing

Connetquot Central School District

Fax 631-244-2220

Or

jflescher@ccsdli.org

PROPOSAL SUBMITTAL CHECKLIST

Proposers shall include this checklist with their RFP submittal. Each proposal must be assembled in strict accordance with the following outline.

- ___ 1. Proposal Submittal Checklist
- ___ 2. Form of Proposal (signed and notarized)
- ___ 3. Statement of Non-Collusion (signed)
- ___ 4. Related Party Affidavit (signed and notarized)
- ___ 5. Iranian Energy Divestment Form (signed)
- ___ 6. Reference Form
- ___ 7. Statement of Bidder's Qualifications (4 pages; signed and notarized)
- ___ 8. Narrative proposal containing all required information as defined on Page 23
- ___ 9. All documents, in addition to those specified on this page, as defined on Page 23

COMPANY NAME: _____

CONNETQUOT CENTRAL SCHOOL DISTRICT of ISLIP
PURCHASING DEPARTMENT
780 OCEAN AVENUE, BOHEMIA, NEW YORK 11716

FORM OF PROPOSAL

PROPOSER INFORMATION

NAME OF FIRM: _____

ADDRESS: _____

PHONE: _____ FAX: _____

FEDERAL /TAX IDENTIFICATION NUMBER: _____

RFP# 15-012, UNIVERSAL PRE-KINDERGARTEN SERVICES FOR COLLABORATION OF ACTIVITIES

The proposer declares and certifies:

1. That said proposer is of lawful age and 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 Connetquot Central School District of Islip nor any officer or employee or person whose salary is payable in whole or in part from the treasure of said 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 _____

NOTARY SEAL

Day of _____, 20__

Notary Public Signature

**CONNETQUOT CENTRAL SCHOOL DISTRICT of ISLIP
PURCHASING DEPARTMENT
780 OCEAN AVENUE, BOHEMIA, NEW YORK 11716**

STATEMENT OF NON-COLLUSION

RFP# 15-012

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 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

**CONNETQUOT CENTRAL SCHOOL DISTRICT of ISLIP
PURCHASING DEPARTMENT
780 OCEAN AVENUE, BOHEMIA, NEW YORK 11716**

RELATED PARTY AFFIDAVIT

RFP # 15-012

STATE OF _____ COUNTY OF _____

_____, 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 Connetquot Central School District of Islip 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 Connetquot Central School District of Islip policy.
3. That no Officer, Employee or Stockholder of the above-referenced Vendor is an Employee, in any position, at Connetquot Central School District.
4. That no Officer, Employee or Stockholder of the above-referenced vendor is related to an employee in any position, administrator or Board Member, at the Connetquot School District at 780 Ocean Avenue, Bohemia, NY 11716 other than as disclosed below:

Vendor: List Officer, Employee or Stockholder's Name	Position with Vendor	Employee, Administrator or Board Member Name	Relationship between parties

Signed

Date

Sworn to before me this _____

SEAL OF CORPORATION (If available)

Day of _____, 20__

Notary Public Signature
SEAL

**CONNETQUOT CENTRAL SCHOOL DISTRICT of ISLIP
PURCHASING DEPARTMENT
780 OCEAN AVENUE, BOHEMIA, NEW YORK 11716**

Iranian Energy Divestment Certification

RFP # 15-012

- 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 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.
- B. 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

Authorized Signature

Print or Type Name

Print or Type Title

Date

**CONNETQUOT CENTRAL SCHOOL DISTRICT of ISLIP
PURCHASING DEPARTMENT
780 OCEAN AVENUE, BOHEMIA, NEW YORK 11716**

Proposers shall provide three (3) references where they have provided services of a similar size and scope as the services specified within this RFP.

REFERENCE FORM

1. Firm Name: _____

Contact Name/ Title: _____

Address: _____

Telephone: _____

Date(s) of Service: _____

2. Firm Name: _____

Contact Name/ Title: _____

Address: _____

Telephone: _____

Date(s) of Service: _____

3. Firm Name: _____

Contact Name/ Title: _____

Address: _____

Telephone: _____

Date(s) of Service: _____

STATEMENT OF PROPOSER'S QUALIFICATIONS (Page 1 of 4)

- 1. RFP Number: _____ RFP Name: _____
- 2. Name of Proposer (Company Name) _____
- 3. Has your company, under its current or any previous name(s), ever been declared a non- responsible proposer? No ___ Yes ___ if yes, please explain.

- 4. How many years have you been in business under your current name? _____
- 5. Please check off which of the following categories applies to your company and answer the questions associated with that category:

Sole Proprietorship _____ Partnership _____ Corporation _____

For Sole Proprietorship

a. Date established: _____

b. Physical address where sole proprietorship maintains its principal office:

For Partnership

a. Date of Partnership: _____

b. Physical address where partnership maintains its principal office:

c. Name and address of each partner:

d. Percentage of financial interest of each partner:

STATEMENT OF PROPOSER'S QUALIFICATIONS (Page 2 of 4)

For Corporation

a. Date when organized: _____

b. Incorporated under the laws of what state: _____

c. Is corporation currently duly existing? _____

d. Physical address where corporation maintains its principal office:

e. List names of all Officers and Directors and their titles for the last year:

6. Have any of the persons listed in Number 5 previously owned, operated or been shareholders in any other companies? No ___ Yes ___ if yes, list the persons and the names of their previous affiliations:

7. Do any of the persons listed in Number 5 currently own, operate or are shareholders in any other companies? No ___ Yes ___ if yes, list the persons and the names of their current affiliations:

8. Has any officer, director, owner or managerial employee had any professional license suspended or revoked? No ___ Yes ___ if yes, list the name of the individual, the professional licenses he/she formerly held. Whether said license was suspended or revoked, and the date of suspension or revocation:

STATEMENT OF PROPOSER'S QUALIFICATIONS (Page 3 of 4)

9. During the five year period preceding the submissions of this proposal, has the proposer been named as a party in any lawsuit in an action involving a claim for personal injury or wrongful death arising from performance of work related to any contract in which it has been engaged? No ___ Yes ___ if the answer to this question is yes, list all such lawsuits, the index number associated with said suit and the status of the lawsuit at the time of the submission of this proposal.

10. During the five year period preceding the proposer's submission of this proposal, has the proposer been the subject of proceedings involving allegations that it violated the Workers' Compensation Law including but not limited to the failure to provide proof of worker's compensation or disability coverage and/or any lapses thereof? No ___ Yes ___ if the answer to this question is yes, list each such instance of violation and the status of the claimed violation at the time of the submissions of this proposal.

11. During the five year period prior to the proposer's submission of this proposal, has the proposer, its officers, directors, owner and/or managerial employees been convicted of a crime or been the subject of a criminal indictment? No ___ Yes ___ if the answer to this question is yes, list the name of the individual convicted or indicted, the charge against the individual and the date of disposition of the charge.

12. Has your company, under its current or any previous name(s), ever failed to complete any part of any contract awarded to you? No ___ Yes ___ If yes, please explain.

13. Has your company, under its current or any previous name(s), ever received written notification of a failure to perform in compliance with any contract awarded to you? No ___ Yes ___ If yes, please explain.

STATEMENT OF PROPOSER'S QUALIFICATIONS (Page 4 of 4)

14. Have liens or lawsuits ever been filed against you or any officer, director or partner of your organization, in its current or any previous name(s), arising out of any of your awarded contracts? No ___ Yes ___ If yes, please provide details.

15. Has your company ever been bonded? No ___ Yes ___ If yes, please provide the name(s) of the Surety Company and the dollar amount of the Bonds for the past two years:

Signed _____

Sworn to before me this

_____ Day of _____, 20__

Notary Signature

ENVELOPE LABELS

For your convenience, we have provided these labels for use when preparing your envelope for RFP submittal. If you elect not to use these labels, instructions for envelope preparation for proposal submittal may be found in Article 2 of the *General Conditions* contained herein.

MAILING LABEL:

**CONNETQUOT CENTRAL SCHOOL DISTRICT
PURCHASING DEPARTMENT
780 OCEAN AVENUE
BOHEMIA, NY 11716**

PROPOSAL ENCLOSED

Place this label on lower left corner of envelope:

VENDOR NAME: _____

RFP# _____ **RFP NAME** _____

DUE DATE: _____ **TIME:** _____

I. Instructions to Proposers/General Information

A. Definitions

<i>School District</i>	Shall be the legal designation of the district. Also referred to as <i>the District</i> , <i>CCSD</i> , <i>Connetquot Central School District (of Islip)</i>
<i>NYSED</i>	New York State Education Department
<i>Notice to Bidder</i>	A formal statement which, when issued by the School District, constitutes an invitation to bid on the material, supplies, services and equipment described by the specifications.
<i>Notice to Proposer</i>	A formal statement which, when issued by the School District, constitutes an invitation to propose on the material, supplies, services and equipment described by the specifications.
<i>Board</i>	The Board of Education of the Connetquot Central School District.
<i>Bid/Proposal</i>	An offer to furnish materials, supplies, services and/or equipment in accordance with the invitation to bid, the general conditions, special instructions and the specifications.
<i>RFP</i>	Request for Proposal
<i>Declaration</i>	The form on which the vendor declares and certifies his understanding of the bid or proposal requirements, instructions and specifications and his intent to comply with same.
<i>Bid Response Sheet</i>	The form on which the bidder submits his bid.
<i>Form of Proposal</i>	The form on which a proposer submits his proposal
<i>Vendor</i>	Any entity, including but not limited to, an individual, partnership, company, Corporation, agency, municipality, or government, submitting a bid or proposal.
<i>Contract</i>	A notice to the successful bidder by the issuance of a purchase order; also all documents relating to the transaction, including but not limited to, the bid of the successful bidder, notice to bidders, general information, general conditions, special instructions, specifications, notice of award, bid proposal certifications; also a formal document signed by the successful bidder and the School District representative.
<i>Successful Vendor</i>	Any Vendor to whom an award is made by the School District.
<i>Specifications</i>	Descriptions of services, materials, supplies and equipment and the conditions Pertaining to their provision.

B. General Conditions

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

Bids/Proposals

1. The date, time and place of the RFP opening will be provided in the *Notice to Proposers*.
 - a. Information pertaining to school closures due to inclement weather will be posted to the District's website at www.ccsdli.org.
 - b. Announcements pertaining to school closures due to inclement weather will be made via the following media: FM Radio Stations WALK-97.5, WBLI-106.1, WHLI-98.3, WBAB-102.3;

WBZO-103.1; WRCN-103.9; AM Radio Stations WALK-1370, WBAB-1400, WGLI-1290; and TV Station Channel 12; FIOS Channel 1;

- c. If the District is closed, including delayed starts and/or early dismissals, and such an event occurs at the time of a previously advertised bid opening, the bid opening shall be cancelled. The usual working hours for Central Office are 8 a.m. to 4 p. m., therefore a two-hour delayed start means that any RFP opening scheduled for prior to 10 a. m. is cancelled; and
 - d. In the event an RFP opening is cancelled due to such school closure, an addendum will be issued indicating the new date and time of the opening.
2. All Proposals shall be submitted on, and in accordance with, the RFP Documents. Proposals shall be submitted in a sealed envelope addressed to the Connetquot Central School District, Purchasing Department, 780 Ocean Avenue, Bohemia, NY 11716 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 name and address of the person or firm submitting the bid;
 - b. The RFP number and name;
 - c. The deadline date and time of the RFP submittal; and
 - d. For your convenience, envelope labels have been included in this packet.
 3. Failure to prepare the proposal envelope in the specified manner may result in disqualification.
 4. Proposals received after the time stated in the *Notice to Proposers* will not be considered. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the Proposer assumes responsibility for having his proposal deposited on time at the place specified.
 5. Late proposals will be returned unopened to the proposer or will remain unopened in the District's RFP file, whichever is more convenient for the District.
 6. Proposals sent by means of facsimile, telephone or email shall not be accepted.
 7. 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 any other RFP documents shall be provided by the Proposer to constitute a valid proposal.
 8. The submission of a proposal will be construed to mean 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.
 9. All materials submitted in response to this Proposal will become the property of the School District.
 10. There is no expressed or implied obligation to the Connetquot Central 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).
 11. 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.
 12. Prices and information required, except for signature of Proposer, should be typewritten or clearly printed for legibility. Illegible or vague proposals may be rejected. All signatures shall be written. Facsimile, printed or typewritten signatures are not acceptable.
 13. 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.
 14. 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.

15. If a conflict in terms or requirements exists within the contract specifications, the most stringent shall prevail.

Award and Reservation of Rights

16. Awards will be made in accordance with applicable laws as will best promote the public interest.
17. This RFP does not obligate the Connetquot Central School District to award a contract.
18. 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.
19. 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.
20. The School District reserves the right to reject all proposals; and to reject any proposal in whole or in part, without incurring any cost.
21. 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.
22. The School District reserves the right to inspect Proposer's premises prior to award.
23. 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.
24. 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.
25. The School District reserves the right to reject any proposal that imposes conditions that would modify the terms and conditions of the RFP Documents.
26. Cancellation of contract for any reason may result in Proposer not being considered for future awards for an indeterminate period.
27. It is mutually understood and agreed that the successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his right, or interest therein, or his power to execute such contract, to any other person, company, or corporation without the previous written consent of the School District.
28. The District reserves the right to investigate any subcontractor(s) prior to making an award recommendation.

Failure to Enforce

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

Severability

30. 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.

Indemnification/Hold Harmless

31. The Proposer agrees to defend, indemnify and hold harmless the Connetquot Central School District and its officers, directors, agents or employees against all claims, costs, damages, and expenses, including attorney's fees, judgments, fines and amounts arising from any willful act, error or negligence of the Proposer, its officers, directors, agents or employees in relation to the performance of the contract.

To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered 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 Connetquot Central School District of Islip, participating school districts (if applicable) as identified in this RFP, and agents and employees of 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.

Saving Clause/Force Majeure

32. 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.

C. Affirmative Action

The District hereby notifies all proposers that it will affirmatively insure that any contract entered into pursuant to this advertisement, 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 who performs work thereunder because of race, religion, color, sex, national origin or ancestry.

D. Driving Directions to the District Office

From Long Island Expressway (East or West)

Take Exit 57 – Veterans Memorial Highway East to Ocean Avenue. Right on Ocean Avenue to #780. The District Central Office is on the right (after the bus yard and before the Public Library).

From Sunrise Highway heading West

Take Exit 48 – Locust Avenue. Continue on North Service Road to Ocean Avenue. Right on Ocean Avenue to #780. The District Central Office is on the left (just after the Public Library).

From Sunrise Highway heading East

Take Exit 47 – Oakdale-Bohemia Road. Continue on the South Service Road straight through the first traffic light. Make a left at the second traffic light onto the bridge. Make a left over the bridge onto the North Service Road. Continue on North Service Road to Ocean Avenue. Right on Ocean Avenue to #780. The District Central Office is on the left (just after the Public Library).

II. Specifications

A. Scope/Overview

The Connetquot Central School District is seeking sealed proposals for the provision of both **Offsite** and **Onsite** Universal Prekindergarten Program financed by the New York State Education Department during the period of September 1, 2016 thru June 30, 2017.

Eligible and qualified **Offsite** providers and eligible, qualified not-for-profit **Onsite** providers are encouraged to respond.

Proposers may elect to submit one proposal for **Offsite** UPK Services. Proposers may elect to submit one proposal for **Onsite** UPK services. Proposers also elect to submit two proposals, one for **Offsite** UPK Services and one for **Onsite** UPK Services. In the event a proposer elects to submit proposals for **both Offsite and Onsite** UPK Services, each proposal shall be submitted separately and shall be evaluated on its own merit. Combined proposals will not be considered.

The proposed current grant for the 2016-2017 school year for the UPK program is \$2,700.00 per child for the entire 180 day program in an 18:1:1 or 20:1:2 setting. Proposers shall be capable of providing all required services for compensation in the amount of \$2,700.00 per child-per year.

B. Compliance with State Laws and Regulations

The pre-kindergarten 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 Prekindergarten Common Core. (Subpart 151-1 of the Commissioner's Regulation is attached for your reference—See Appendix A)

D. Registration

All students referred for placement with successful Proposer's pre-kindergarten program through the District's Universal Pre-Kindergarten Program must have registered with the District's Central Registration Office.

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 week.

The pre-kindergarten program operated by the Proposer shall provide services in accordance with the same school calendar as the District. (The 2016-2017 School Calendar is attached for your reference—See Appendix C)

Students are to attend the pre-kindergarten program five day/week for 2-1/2 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 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 Universal Pre-Kindergarten Coordinator/Principal.

Children who do not attend class or are late for two consecutive weeks without an appropriate medical excuse or other reasonable explanation shall be removed from the roster by the successful Proposer or at the direction of the District's Universal Pre-Kindergarten coordinator/Principal. In the former event, the District's Universal Pre-Kindergarten Coordinator/Principal shall be promptly notified in writing that such action has been taken.

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 Universal 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 Universal Pre-Kindergarten Coordinator/Principal.

G. Cumulative Folders

The successful Proposer shall maintain cumulative folders with notification of parent teacher conferences/contacts, and other important 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 Pre-Kindergarten Curriculum (See Appendix D) and Assessment (See Appendix E), 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.

I. Annual Assessment

The successful Proposer shall provide the District with a year-end assessment of its participation in the District's Universal Pre-Kindergarten Program to determine the extent that goals and objectives have been met. Said assessment shall be submitted on or before July 15th 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 coverage 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 Connetquot Central School District as an unrestricted additional insured on the following described insurance policies, with the exception of workers compensation.

Upon award, successful proposer shall provide proof of insurance as follows:

The policies naming the District as an additional insured shall be an insurance policy from an A.M. Best rated "secured," New York State admitted insurer; and state that the coverage for the District shall be primary coverage for the District and its Board members, Superintendent of Schools, officers, employees and agents. The required coverages are:

1. Public liability insurance shall be maintained in an amount not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate for bodily injury, property damage, to include products and completed operations and personal injury protection.
2. Commercial General Liability Insurance One Million Dollars (\$1,000,000) per Occurrence, Two Million Dollars (\$2,000,000) aggregate, with no exclusions for sexual assault or molestation.
3. Workers compensation, unemployment compensation, disability insurance, social security and other insurance coverage, shall be maintained in such amounts as may now or hereafter be required by and an applicable law; and
4. Such other insurance as the District may, from time to time, require in amounts designated by the District; and
5. Board of Directors (or School Leaders) Errors and Omissions coverage, One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate including express coverage for any claimed violation of civil rights or of any claim arising under Federal law including but not limited to 42 U.S.C. S1983, American With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, or any Federal or State statute, rule or regulation relating to the education of the handicapped.

All such policies shall insure successful Proposer and the District and shall protect them against any liability that may accrue by reason of the Agreement and successful Proposer's business or operations or by the acts of an employee or agent of the successful Proposer's obligation to obtain and maintain the foregoing policy or policies of insurance shall not be limited in any way by reason of any insurance which may be maintained by the District, nor shall the successful proposer's performance of this obligation relieve it of liability under the indemnity provision set forth in this Agreement. The successful Proposer shall deliver to the District Certificates of insurance evidencing its compliance with this paragraph and instruct the carrier(s) that should any of the above described policies be cancelled before the expiration date, notice will be delivered in accordance with the policy provisions.

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 free and 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 has allotted Two Thousand Seven Hundred dollars (\$2,700) per student for the 2016-2017 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 successful Proposer at the end of each month. 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 the current appropriations by the State, the District reserves the right to cancel any than 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 universal 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. 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 universal pre-kindergarten students.

Within two (2) days of receipt of a written notice that the District objects to the continued use of a certain employee of the successful Proposer to provide pre-school services to students placed by the District, the successful Proposer shall remove said employee from any and all contact with District 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.

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 aid 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.

Teachers will participate in bimonthly meetings with District personnel after school hours to discuss program issues, or attend District initiated staff development activities.

P. Supervision of Program

The District's Universal Pre-Kindergarten Coordinator/Principal, or other designated District administrator, will conduct at least one formal annual evaluation of the staff and program. In addition, informal random visitations will take place throughout the school year. The District's Universal 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. See Page 8 for the *Reference Form*.

R. Transportation

There shall be no transportation requirements for the Proposer. The Connetquot Central School District shall not provide transportation. Transportation shall be provided by others and is not a consideration for this RFP.

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 fax or e-mail to:

Jody Flescher, Director of Purchasing
Connetquot Central School District of Islip
Fax : (631) 244-2220
Email : jflescher@ccsdl.org
2. All requests for clarification or additional information shall include the firm's name, a contact person's name, a telephone number, a fax number and an email address.
3. No questions, requests for clarification or additional information will be entertained after 1:00 pm on May 20, 2016 after which time the District shall prepare, if needed, any addenda; and
4. Addenda, if needed, shall be emailed or faxed to any proposer who has properly submitted a request in accordance with article 2 of this section and who also has submitted the *Intent to Propose* form by the specified deadline.

IV. Assembling the Proposal

1. Proposal shall be assembled in strict accordance with the outline described on the *Proposal Submittal Checklist* found on Page 3 of this RFP.
2. Proposals shall be on single-sided 8½ x 11 white paper with one staple top left. If proposal cannot be contained by one staple, proposal may be placed in a three-ring binder with no staples and no dividers between sections.

V. Proposal Requirements

Narrative

Provide a detailed narrative which describes the following:

- Your mission statement and/or philosophy statement
- The number of Connetquot students that can be served by your program at \$2,700.00 per child/per year in either an 18:1:1 or 20:1:2 setting
 - Specify the class ratio you are proposing
 - Length of day
- How your agency proposes to meet the goals and objectives of the District's Universal Pre-Kindergarten program plan of Section 151-1 of the Commissioner's Regulations (See appendix A)
 - A description of the services to be provided by your agency
 - Historical data pertaining to providing quality early childhood programs
 - Early literacy and numeracy curriculum
 - Capacity and experience in serving children with disabilities
 - Capacity and experience in serving children and their parents and/or guardians when they are limited English proficient
 - Physical layout of the facility
 - Adherence to all applicable health and safety codes
 - Adherence to all licensure and registration requirements
- A description of your agency's staff qualifications, staffing patterns, child-staff ratio, and administrative structure and qualifications of supervisors
 - Capacity to provide ongoing staff development
 - Support staff
 - Support services
 - Parental involvement
- Budget of proposed expenditures for services rendered
- Fiscal solvency
- Record management and documentation procedures followed by your agency
 - Evaluation and reporting on student progress

Required Documentation

- DSS licensing certificate for occupancy
- Proof of fiscal solvency
- Sample Reports
 - Daily record of attendance
 - Year-end assessment
 - Staff evaluation reports
 - Student progress reports

VI. Proposal Submittal

1. Proposers shall submit one original proposal and four 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.
 - d. Envelope labels have been provided as part of this RFP should you desire to use them (See Page 13).
 - e. 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:

Jody Flescher, Director of Purchasing
Purchasing Department
Connetquot Central School District of Islip
780 Ocean Avenue
Bohemia, NY 11716

VII. Evaluation of Proposals

A. Evaluation Process

Submitted proposals will be evaluated by the District's Board of Education and/or an appointed evaluation committee. 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 engagement will be held upon the request of and in the best interest of the District. Submission of proposal in response to the RFP will not automatically result in an interview. The District reserves the right to interview only candidates that are believed to be a proper fit for the District based upon the written proposal.

B. Evaluation Criteria

The Connetquot Central School District will evaluate the proposal submissions based upon the following criteria and point system.

1. Proposer's compliance with RFP submittal requirements (20 Points)
 - Required documents, adherence to format
2. Proposer's plan for providing Universal Pre-Kindergarten Services (40 Points)
 - Staff qualifications, staffing patterns, staff development opportunities, curriculum, child-staff ratio, experience of the proposing firm; ability to serve the District's needs
3. Physical Plant (20 Points)
 - Facility space, geographic location, cleanliness, safety
4. Financial Solvency (20 Points)

VIII. Award/Contract

A. Award Process

1. Upon recommendation of the Evaluation Committee, the Board of Education of the Connetquot Central School District of Islip shall act, in its judgment, in the best interest of the District.
2. The Board of Education of the Connetquot Central School District of Islip 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 interest of the District.
3. All decisions of the Board of Education of the Connetquot Central School District of Islip are final.

B. Term of Engagement

The term of this engagement shall be from September 1, 2016 up to and including June 30, 2017. Based upon the mutual agreement of both parties, the contract may be renewed thereafter from year to year. Contract extensions are granted at the discretion of the District.

C. Contract Execution

1. Upon notification of award, successful Proposer shall be required to execute a contract with the District in substantial conformance with this RFP's requirements and the firm's proposal;
2. A representative sample of such contract is attached as *Appendix B*; and
3. 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 (or such other notice as may be required by applicable State law) 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.