

REQUEST FOR PROPOSALS

SCHOOL PHYSICIAN SERVICES

PROPOSAL DUE DATE: NOVEMBER 12th

NOTICE OF REQUEST FOR PROPOSALS

The MOUNT PLEASANT COTTAGE UNION FREE SCHOOL DISTRICT (“DISTRICT”), Westchester, New York is seeking sealed Proposals from qualified firms to provide the above referenced service(s) to the District. The District seeks to purchase excellent affordable quality service(s).

A formal Request for Proposals (“RFP”) will be available at the Mount Pleasant Cottage Union Free School District, 1075 Broadway, Pleasantville, New York and at www.mpcsny.org. No Proposal shall be considered unless the organization making the Proposal has first obtained a copy of the RFP. Specific requirements are provided in the RFP.

The Proposer’s qualifications, cost, and compliance with the requirements of the District will be used during the evaluation of the Proposer selection.

The response to this Request for Proposal must be received no later than 3:15 P.M., November 12 in the Business Office of Mount Pleasant Cottage Union Free Schools.

The District reserves the right to reject any or all Proposals, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional Proposals.

TABLE OF CONTENTS

SECTION I	INTRODUCTION	4
SECTION II	RFP SCHEDULE	4-5
SECTION III	REQUEST FOR PROPOSALS (RFP)	
	A. Request(s) for Content Clarification(s)	6
	B. Addenda	6
	C. Proposal Due Date	6
	D. Damaged/Illegible Proposals	6
	E. Late Proposals	7
	F. Altering Proposals	7
	G. Withdrawal of Proposal	7
	H. Exclusion	7
	I. No Submittal	7
SECTION IV	PROPOSAL EVALUATION	
	A. Evaluation Criteria	8
	B. Evaluation of Proposal	8
	C. Disqualification of a Proposer & Rejection of a Proposal	9
	D. Rights to Accept or Reject	9
	E. Final Selection	9
SECTION V	RFP SUBMITTAL REQUIREMENTS	
	A. Confidential Information	10
	B. Minimum Qualifications	10
	C. Submittal Format	10-11
	D. Other Requirements	12
SECTION VI	GENERAL TERMS AND CONDITIONS	
	A. Contract/Agreement	13
	B. Purchase Order	13
	C. Contract Administrator	13
	D. Payments	13
	E. Other Terms and Condition	14-15
	F. Right to Purchase	15
	G. Contract Term	15
	H. Price Adjustments	15

EXHIBIT A**REQUIRED DOCUMENTS****16**

A-1	Proposal Acknowledgment Form	17
A-2	Non-Collusion Affidavit	18
A-3	Addenda Acknowledgement	19
A-4	RFP Recap Sheet	20
A-5	Pricing Summary Sheet	22
A-6	Iran Divestment Act	23

SECTION I: INTRODUCTION

The Mount Pleasant Cottage Union Free School District (“the District”) hereby solicits sealed competitive Proposals to provide School Physician Services to Mount Pleasant Cottage Union Free School District. The following School Physician Services are needed on a per student basis:

- Service to commence November 20, 2018 and terminate on June 30, 2019.
- With written parental consent, conduct physical examinations in accordance with New York State Education Law Sections 903, 904 and 905 as may be appropriate for the evaluation and placement of disabled children, as referred by District administrators. Participate in CSE and/or Section 504 meetings as needed.
- Conduct all New York state mandated physical examinations for Mount Pleasant Cottage Union Free School District students who do not present a certificate of health from their family physician.
- Perform physical examinations and review of evaluations and or records of students requiring written orders for the purpose of Medicaid billing.
- Recommend adjustments of the educational program in accordance with individual pupils’ needs and consult with parents, teachers and pupils from time to time concerning the same and consult with School Nurse-Teachers in their care for children found to have physical or mental disabilities.
- Interpret public health laws governing control of communicable diseases. Review policies and procedures governing the exclusion of readmission of pupils in connection with infectious or contagious disease.
- Provide medical oversight of Automated External Defibrillators (AED) within the School District in accordance with Section 3000 of the Public Health Law.
- Implement, direct and monitor health-screening programs for pupils
- Review concerns and provide consultation on employee Family Medical Leave Act requests and employee Fitness for Duty evaluations.

It is the purpose of this Request for Proposal (RFP) to select a Proposer or group of Proposers to provide the service(s) that will best satisfy the current and future requirements of the District.

This RFP does not commit the District to pay any costs incurred in the preparation of Proposals. Further, the District reserves the right to accept or reject any or all Proposals or any part of a Proposal, if it is in its best interest to do so.

The proposals, if accepted, depend upon the availability of grant or local funding. The ability of the District to accept proposals and award contracts depend upon the availability of grant and/or local funding.

Any factual information contained in this RFP is for informational purposes only, and is subject to independent verification by the Proposer.

SECTION II: SCHEDULE

The anticipated schedule of key events with regard to this Proposal process is as follows:

**RFP Issued:
October 26, 2018**

**Request(s) for Content Clarification(s):
No Later Than November 5, 2018**

**RFP Due Date:
November 12, 2018 3:15 P.M. (EDT)**

Note: The District reserves the right to revise these dates

SECTION III: REQUEST FOR PROPOSALS (RFP)

A. Request(s) for Content Clarification(s)

If discrepancies or omissions are found by any prospective Proposer or if there is doubt as to the true meaning of any part of this RFP, a written request for a clarification or interpretation shall be submitted to the district Purchasing Agent in writing, fax (914) 769-7331 before the date indicated in Section II.

B. Addenda

Any interpretation, corrections and changes to this RFP and requirements or extensions to the submittal date will be made in writing by Addenda and posted on the District website. Addenda will be mailed, faxed or delivered to all that are known to have received a copy of the RFP. Proposers shall acknowledge receipt of all addenda (including answers to “Request(s) for Content Clarification” above) in Exhibit A-3 of this document. Any Addenda so issued are to be considered a part of this RFP document.

C. Proposal Due Date

The Proposer is requested to submit only pages 16 through 23, and other documents in the manner specified in the RFP along with their submittal. The Proposal must be signed by a person authorized to legally bind the entity submitting the Proposal, enclosed in a sealed envelope or package clearly marked on the exterior with “PROPOSAL, SCHOOL PHYSICIAN SERVICES DUE DATE: November 12, 2018 and TIME: 3:15 P.M. (EDT)”, and be received by mail or hand delivered to the Business Office no later than the time and date indicated in SECTION II, at the address shown below. Proposals shall be publicly acknowledged as received at such time. All Proposals will be dated and time recorded with the official time by the Business Office upon receipt. Any Proposals received after this stipulated time will be returned unopened.

Proposals are to be sent or delivered to:

**MOUNT PLEASANT COTTAGE UNION FREE SCHOOL DISTRICT
1075 Broadway, P.O. Box 8
Pleasantville, New York 10570**

D. Damaged/Illegible Proposals

The District is not responsible for any Proposal or portion of a Proposal submittal that has been damaged or destroyed while in transit to the District. Proposers should take the necessary precautions to insure that their submittal is received intact. Illegible Proposals or documents received will be considered void and unacceptable.

E. Late Proposals

Proposals received in the Business Office after the Submittal deadline shall be returned unopened and will be considered void and unacceptable. The District is not responsible for lateness of mail, carrier, etc. and the date/time stamp in the Business Office shall be the official time of receipt.

F. Altering Proposals

Proposals cannot be altered or amended after Submittal deadline. Any interlineations, alteration or erasure made before opening time must be initialed by the signer of the Proposal, guaranteeing authenticity.

G. Withdrawal of Proposal

A Proposal may not be withdrawn or canceled by the Proposer without justifiable cause following the date designated for the due date of Proposals and Proposer so agrees upon submittal of their Proposal.

H. Exclusion

No oral, telegraphic, telephonic or facsimile Proposals will be considered.

I. No Submittal

Should the Proposer not wish to submit at this time but wishes to remain on the list for future Proposals, please submit a "NO SUBMITTAL" by the same time and at the same location as stated for acknowledgment. The Proposer is requested to return the Proposal Recap Sheet (Exhibit A-4) and so indicate in the designated area that they have chosen to "NO SUBMITTAL" the contract.

Proposers desiring a copy of the Proposal Acknowledgement Sheet may call the Mount Pleasant Cottage Union Free School District Business Office at (914) 769-0456 ext. 201 to obtain detailed information on requesting tabulation. Proposal Acknowledgements WILL NOT BE GIVEN BY TELEPHONE.

SECTION IV: PROPOSAL EVALUATION

A. Evaluation Criteria

Evaluation criteria have been established to assist the District in determining which Proposer will provide the best-suited, quality service(s), which most nearly satisfies the requirements of the District. The criteria listed below are not of equal value or decision weights. The District will select the responsible Proposal or group of Proposals taking into consideration the following criteria as to the Proposers' responsibility. Evaluation shall include, but not be limited to the following;

1. Cost of service.
2. Proposed Service information.
3. Services offered are in compliance with the scope of services.
4. Proposers experience and performance in providing services(s) to other similar schools or customers.
5. Proposers submittal of required documents.
6. Proximity of service provider's offices to the Mount Pleasant Cottage Union Free School District
7. Other criteria as reasonably determined by the District

B. Evaluation of Proposals

1. Stephen Beovich, Interim Superintendent will coordinate the evaluation each Proposal submitted.
2. During the RFP evaluation period all communication shall be directed to Stephen Beovich
3. Each Proposal will be evaluated according to the following process to determine if it meets the evaluation criteria outlined in this RFP.
 - a. First will be to determine whether the proposal conforms to the minimum criteria for consideration. Proposal packages failing to submit the necessary documentation shall be rejected without further evaluation and the Proposer will be so informed in writing.
 - b. All proposals not rejected will be evaluated according to the criteria listed in this section to determine finalists. Proposers not selected as finalists will be rejected from future evaluation and will be informed in writing.
 - c. Finalists shall then be evaluated on the evaluation criteria requested as part of this RFP.
 - d. Finalists may be required to make an oral presentation to the Board. The presentation will be to explain the various aspects of the proposal and to respond to questions that might arise before and /or during the evaluation.

C. Disqualification of a Proposer & Rejection of a Proposal

Any one or more of the following, among others, may be considered sufficient for the disqualification of a Proposer and the rejection of the Proposal.

- 1. Evidence of collusion among Proposers.**
- 2. Failure to satisfy the Submittal requirements of the RFP**
- 3. Lack of responsibility as shown by past work, reference, or other factors.**
- 4. Default or termination of other contracts or agreements.**
- 5. Illegible or vague Proposals.**
- 6. Other causes as deemed appropriate at the Board's sole and absolute discretion.**

D. Rights to Accept or Reject

It is understood that the District reserves the right to accept or reject any and all Proposals for any/or all services covered in this RFP and to waive irregularities or technical deficiencies that, in the judgment of the District, best meet the requirements of the District.

E. Final Selection

The final selection will be made on the basis of the District's determination of the respondent's overall ability to provide and manage the services for the District.

SECTION V: RFP SUBMITTAL REQUIREMENTS

A. Confidential Information

The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, Proposals submitted in response to this RFP constitute government records subject to FOIL. The District will use the information in the response for the evaluation of this proposal. By submitting a proposal, vendors understand that the District must comply with the provisions of the New York State Freedom Of Information Law (FOIL) and that public disclosure of the information contained in the proposal response, and to make no claim for any damages as a result of any such disclosure by the District pursuant to FOIL.

B. Minimum Qualifications

The District desires that all Proposers possess certain references to ensure high quality service(s) for the District. Therefore, Proposers must meet the following minimum requirements to be considered:

1. Proposer must have successfully provided services of a similar of type and specifications and to have a minimum experience of at least three (3) years, not limited to a school district, prior to the submission of the Proposal.
2. Proposer must be otherwise qualified and eligible to receive award.
3. Service providers are required to provide evidence of fingerprinting and qualifications of services provided, and evidence of success of provided program.
4. Service providers must have medical malpractice insurance in the amount of medical malpractice insurance on its employee Physicians in limits of at least One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) in the aggregate.

C. Submittal Format

Proposers are encouraged to submit sufficient information that is pertinent and would assist the District in making its decision in the award of services. Proposer shall provide with the Proposal submittal, all documents required by this Request For Proposals (RFP). Failure to provide this information may result in rejection of the Proposal. In order to aid the evaluation process, the Proposers submittal shall be marked with the proper designation below and submitted in the following format;

1. **Cover Letter: (Limit 1 Page)** Cover letter to identify Proposer, the Proposer's business organization, and the personnel the District should contact concerning the Proposal including names, addresses and telephone numbers.

2. **Experience:** Set forth the specific experience the Proposer has had with providing similar service. Identify locations and for each location describe the service, length of time service provided and the name, address and telephone number of individual references.

3. **Proposed Services:**

Proposals offering the following, but not limited to, will be considered: following IEP requirements, meet with parents as needed; providing on and off site supervision of staff, communicate regularly with designated school personnel.

4. **Required Documents:**

Pages 16 through 23 of this RFP document.

D. Other Requirements

1. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

2. **ALL PROPOSALS MUST BE RECEIVED IN BUSINESS OFFICE BEFORE OPENING DATE AND TIME.**

3. **All proposals must be SEALED.**

4. **Signatures**

Proposals must be signed in ink by an authorized officer, of the company. Facsimile, printed, or typewritten signatures are not acceptable.

5. **Duplicate Proposals**

The District will reject a company's Proposal if more than one Proposal is received from that company.

SECTION VI: GENERAL TERMS AND CONDITIONS

A. Contract/Agreement

The successful Proposer's submittal, when properly accepted by the District either by formal letter of acceptance or contract, shall legally constitute acceptance and therefore, be subject to all the terms and conditions of the Proposal documents. Successful Proposer may also be required to sign a form of contract that includes the terms of this proposal, as well as the final terms and conditions that resulted in any negotiation between the District and the Proposer.

B. Purchase Order

The MOUNT PLEASANT COTTAGE UNION FREE SCHOOL DISTRICT shall generate a purchase order(s) to the successful Proposer. The successful Proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the District.

C. Contract Administrator

The District will designate the Assistant Superintendent of Family and Student Support Services as the contract administrator. The Assistant Superintendent of Family and Student Support Services has the designated responsibility to ensure compliance with all the Contractual Term and Conditions, including, but not limited to, the inspection and acceptance of the service(s) provided. Assistant Superintendent of Family and Student Support Services will serve as liaison between the District and the successful Proposer.

D. Payments:

1. The District will make payment only after receipt and acceptance by the District of the services(s) ordered.
2. Vendor invoices shall show the purchase order number and shall be mailed to: MOUNT PLEASANT COTTAGE UNION FREE SCHOOLS, 1075 Broadway, P.O. Box 8, Pleasantville, New York 10570
3. Payments of any claim shall not preclude the District from making claim for adjustment of any service(s) found not to have been in accordance with specifications.
4. The Mount Pleasant Cottage Union Free School District is exempt from federal, state, or municipal sales/excise taxes therefore Proposal shall not include any such tax.
5. If during the term of the Agreement/Contract, the successful Proposer's fees to other customers under the same terms and conditions for services(s) awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of that reduction shall be extended to the District.

E. Other Terms and Conditions:

1. Venue

The Proposer and the District explicitly agree that this RFP will be governed and construed according to the laws of the State of New York and the parties further agree that the Supreme Court, State of New York, County of Westchester, shall be the forum for any actions brought under this RFP.

2. Silence of Requirements

The apparent silence of these Terms and Conditions as to any detail or to the apparent omission from it of the description concerning any point shall be regarded as meaning that only the best business practices are to prevail. All interpretations of these requirements shall be made on the basis of this statement.

3. Advertising

The successful Proposer shall not advertise or publish as a form of an endorsement, the fact that the District has entered into a contract, without the District's prior written approval except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

4. Interference

There shall be no interference with the Districts operations in the performance of the service(s) rendered under this contract.

5. Termination Rights By the District

The District may terminate the contract for cause upon thirty- (30) day's written notice, should the successful Proposer be in default of the contract.

6. Representations

No information derived from inspection of District's records or reports of investigation concerning the Agreement will in any way relieve the successful Proposer from its responsibility or from properly performing its obligations under the contract. The District may have provided information as a convenience to the Proposer and did so without any warranty whatsoever by the District. The successful Proposer makes its own conclusions and interpretations from the data supplied by the District and from information available from other sources.

8. Cumulative Rights

The rights and remedies provided by this Agreement is cumulative and the use of one right or remedy by a party shall not preclude or waiver the right to use any or all of the remedies.

9. Indemnification

The successful Proposer shall indemnify and save the Board of Education and the Mount Pleasant Cottage Union Free School District and all District employees/representatives harmless from

and against all claims, demands, losses, costs, damages, suits, actions and proceedings by whomsoever made, brought or prosecuted and in any manner based upon arising out or, related to, occasioned by or attributable to the infringement or contribution to the infringement of any intellectual or industrial property right by the articles, methods, processes or act employed by, or plans, drawings, specifications another written data provided by, the successful Proposer or its employees in concern with providing services(s) hereunder (including, without limitations, legal expenses on a solicitor and client basis).

The provisions of this Section shall survive the expiration or sooner termination of this Agreement.

10. Default

If the successful Proposer is in default, the District may, in its discretion, do all things necessary to effect compliance with the laws, regulation, by laws, directives, rules and conventions referred to therein, and the successful Proposer shall, on demand by the District, reimburse the District for all costs incurred by the District for that purpose.

11. Remedies

The successful Proposer and the District agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

12. Ethics

The Proposer shall not accept or offer gifts or anything of value nor enter any business arrangement with any employee, official or agent of the District. Any contact by a Proposer during the RFP process, with District employees, Board members, other than with the Purchasing Office, shall be grounds for disqualification.

13. Compliance

All service must comply with all federal, state, county and local laws concerning this type of service and the fulfillment of all ADA (American with Disabilities Act) requirements.

14. Drug/Smoke Free

Mount Pleasant Cottage Union Free School District maintains a drug and smoke free work place. Use, possession or under the influence of drugs and / or alcohol or smoking while in performance of the Agreement is strictly prohibited.

15. Non Discrimination Requirements

In accordance with Article 5 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional, non-discrimination provisions, the Proposer agrees that neither it nor its subcontractors shall discriminate for reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Agreement.

The Mount Pleasant Cottage Union Free Schools District does not discriminate on the basis of sex in the educational program or activities which it operates, and it is required by Title IX of the Educational Amendments of 1972 not to discriminate in such a manner. This policy of non- discrimination includes the following areas; recruitment and appointment of employees; employment pay and benefits; counseling services for students; access by students

educational program; course offering and student activities.

16. Termination for Default/Non-Performance:

The District reserves the right to terminate the contract immediately in the event the successful Proposer fails to: 1) meet and complete schedules; 2) otherwise perform in accordance with the scope of services. Breach of contract or default authorizes the District to award to the next lowest Proposer or purchase services elsewhere and charge the full increase in cost to the defaulting Proposer.

17. Approximate Service Usage:

Estimated service usage is given. Approximate usage does not constitute a request, but only implies the probable services the District will require. Services will be utilized on an as-needed basis and it is understood that the estimated usage may be increased, decreased or omitted without any way invalidating Proposal fees.

18. Executory Clause:

This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.

F. Right to Purchase:

The District reserves the right to reject the Proposal in part or its entirety and purchase services from state or county contracts should it be deemed in the best interest of the District.

G. Contract Term:

It is the intention of the District to award to the successful Proposer(s) contract(s) for the term length of the awarded state or federal grant. The contract may also be extended on a month to month basis for a period not to exceed six (6) months, with the mutual agreement of both the Proposer and the District.

H. Price Adjustments

All pricing shall remain firm for the contract period(s).

EXHIBIT A REQUIRED DOCUMENTS

PROPOSERS NAME: _____

- A-1 Proposal Acknowledgment Form**
- A-2 Non-Collusion Affidavit**
- A-3 Addenda Acknowledgement**
- A-4 RFP Recap Sheet**
- A-5 Pricing – School Physician**
- A-6 Iran Divestment Act Certification**

Please note that only pages 16-23 of this document should be returned with the Proposers submittal. Pages 1-15 are to be kept by the Proposer for their records.

The Proposer acknowledges that he/she has carefully read the RFP and understands the specifications requested.

The Proposer also acknowledges that should this Proposal be accepted by the District, such action shall constitute a legally binding agreement and therefore, subject to all the terms and conditions of the Proposal documents.

Proposer further acknowledges that he/she will contract with the Mount Pleasant Cottage Union Free School District using a purchase order and comply with the requirements of the RFP and the purchase order Terms and Conditions.

Company Name of Proposer: _____

Business Address of Proposer: _____

Business Phone Name: _____

Business is a legally listed as:

- Sole Proprietorship
- Partnership
- Corporation

Authorized Agent: _____
(Printed)

Authorizing Signature: _____

Date: _____

Authorized officer: Proposer's submittal containing statements, letters, etc., shall be signed in the Proposal by a duly authorized officer of the company whose signature is binding on the Proposal.

The undersigned offers and agrees to provide all of the service(s) awarded to them upon which qualifications are stated in the accompanying Proposal. The period of evaluation and award of the contract by the Board shall be up to forty-five (45) calendar days, from the date of the Proposal acknowledgement, unless otherwise indicated by Proposer.

I, _____ am a duly authorized officer of/agent for _____ and have been duly authorized to execute the foregoing on behalf of the said.

I hereby certify that the foregoing offer has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the type of services/commodities offered, or to influence any person or persons to offer or not to offer thereon.

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

- A. The fees in this Proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such fees with any other Proposer or with any competitor;**
- B. Unless otherwise required by law, the fees which have been offered in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the opening, directly or indirectly to any other Proposer or to any competitor; and,**
- C. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.**

Company Name of Proposer: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Fax Number: _____

Authorized Agent:

Name: _____
(Printed)

Title: _____
(Printed)

By: _____
Signature

The Proposer acknowledges the receipt of all addenda listed below as issued by the Business Office. In the event that no addenda have been issued in accordance with this Proposal document, Proposer shall indicate same with the notation of N/A.

The Proposer further acknowledges the inclusion of said addenda to the original Proposal documents and therefore binding in the agreement of the Proposer with the District.

<u>Addenda Number</u>	<u>Date Received</u>	<u>Authorized Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT A-4

RFP RECAP SHEET

RFP FOR: “SCHOOL PHYSICIAN SERVICES”

PROPOSAL DUE DATE: NOVEMBER 12 , 2018 @ 3:15 P.M. (EDT)

PROPOSER’S NAME: _____

ADDRESS: _____

“NO-SUBMITTAL”

PLEASE CHECK HERE IF PROPOSER WISHES TO “NOT SUBMIT”

*****PLEASE PROVIDE BEST AND FINAL PRICING*****

Name of Service Offered _____

Base Price per Service _____

Number of students included in base price _____

Cost per additional student per month _____

Maximum capacity of students for program _____

Company: _____

Signature: _____

Print Name: _____

Date: _____

PROPOSER’S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT OF 2012

In accordance with General Municipal Law §103-g, which generally prohibits the School District from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Proposer submits the following certification:

[Please Check One]

Proposer’s Certification

By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposer each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Proposer is not on the list created by the Office of General Services (OGS) pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

List can be currently found at the below website:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

I am unable to certify that my name and the name of the Proposer does not appear on the list created by the Office of General Services(OGS) pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, New York
_____, 20__

Name of Bidder/Proposer

Signature of Authorized Official

Printed or Typed Name of Official and Title

Sworn to before me this
_____ day of _____, 20__

Notary Public

Dated: