

**LYNBROOK UNION FREE SCHOOL DISTRICT  
DISTRICT ADMINISTRATION OFFICES  
111 ATLANTIC AVENUE  
LYNBROOK NY 11563**

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**DR. MELISSA BURAK**  
Superintendent of Schools

**DR. PAUL LYNCH**  
Assistant Superintendent for  
Finance, Operations and  
Information Systems

**MR. GERARD I. BELECKAS**  
Assistant Superintendent for  
Curriculum, Instruction & Assessment

**MRS. MAUREEN T. BERMAN**  
Administrator for Personnel  
and Student Support Services

**INSTRUCTIONS, SPECIFICATIONS AND BID/REQUEST FOR PROPOSAL FORM**

**For**

**After School Care Program**

In accordance with the provisions of Section 103 of the General Municipal Law, there is an  
April 20, 2017 advertisement in the:

**Lynbrook/East Rockaway Herald**

As stated in such notice, bids will be publicly opened and read at the District Administration Office,  
111 Atlantic Avenue, Lynbrook, New York on:

**Date: May 11, 2017**

**Time: 2:00 p.m.**

By order of: Board of Education  
Lynbrook Union Free School District  
Town of Hempstead, Nassau County, New York  
Elizabeth Mueller, District Clerk

NAME OF BUSINESS\_\_\_\_\_

ADDRESS\_\_\_\_\_

TELEPHONE NUMBER\_\_\_\_\_

AUTHORIZED REPRESENTATIVE (PRINTED) \_\_\_\_\_

SIGNATURE OF REPRESENTATIVE \_\_\_\_\_

## NON-COLLUSION BID/REQUEST FOR PROPOSAL CERTIFICATION

By submission of this bid/request for proposal, each offeror and each person signing on behalf of any offeror 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 his knowledge and belief:

- (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor, or potential competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror prior to opening, directly or indirectly, to any other offeror or to any competitor or potential competitor, and
- (3) No attempt has been made or will be made by the offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

We, the undersigned, propose to furnish all materials/services called for, in full accordance with the specifications and instructions in the attached bid/proposal, and agree to all conditions therein.

NAME PRINTED \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

TELEPHONE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

NOTARY \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT OF 2012**  
**(GENERAL MUNICIPAL LAW §103-g and STATE FINANCE LAW §165-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 the 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 state finance law.

The undersigned (*print name* \_\_\_\_\_),

make the foregoing certification, as the (*insert title*) \_\_\_\_\_,

of (*insert name of bidder or proposer*) \_\_\_\_\_,

knowing that the school district to which the accompanying bid or proposal is submitted will rely upon my certification.

\_\_\_\_\_  
(Signature)

Sworn to before me on this  
\_\_day of \_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**LYNBROOK UNION FREE SCHOOL DISTRICT  
DISTRICT ADMINISTRATION OFFICE  
111 ATLANTIC AVENUE  
LYNBROOK, NEW YORK 11563**

**Instructions to Bidders**

1. One copy of the Specifications has been attached.
2. Sealed proposals for the furnishing, delivery, and installation, where called for, of the various items of equipment, supplies or services as required by the Board of Education for the Lynbrook Public Schools and as set forth in the following specifications prepared under the direction of said Board of Education, will be opened at the District Administration Office on the day and hour state on Page 1 hereof.
3. The person, firm or corporation making such proposal shall submit it in a sealed envelope to the Assistant Superintendent for Finance, Operations and Information Systems at the place herein mentioned on or before the hour and day stated on Page 1 hereof, and the envelope shall be endorsed on its face with the name of the person, firm or corporation making such proposal, the date of its presentation and the title of the services, materials, equipment or supplies for which such proposal is made.
4. Proposals must be submitted with all blanks appropriately filled in if applicable, in ink or typewritten. Signatures shall be in ink and in longhand. Proposals which are incomplete, conditional or obscure may be rejected as informal. No oral, telephonic, or electronic proposals or modification of proposals will be considered. The proposal shall specifically state that the equipment or services offered conform to the requirements of this specification. Where not so stated, the bidder's proposal shall specify which portions are not met and the exact manner in which there are deviations from this specification. If any substitutions are made, other than specified, the name and number of the substitute article must be written on the specification and bid form sheets, or otherwise it will be assumed that the bidder is bidding on articles or services as specified, and it shall be his responsibility to furnish same.
5. The Board of Education reserves the right to waive any informality in or to reject in whole or in part any or all bids/proposals and to re-advertise for new bids/proposals or to accept that bid/proposal which in its judgment is best for the interest of the School District. Where bids/proposals are divisible, the Board reserves the right to accept the bid/proposal of the lowest or highest responsible vendor (depending on the type of bid/RFP) meeting all of the specifications. All contracts are subject to the approval of the district's Superintendent of Schools, the Board of Education, and the New York State Commissioner of Education. Term contracts must be approved by a vote of the public.
6. These Instructions to Bidders contain a Non-Collusive Statement and Certification of Compliance with the Iran Divestment Act of 2012 which must be signed and returned with the bid/proposal. Every bid/proposal hereafter made to a political subdivision of the state or any public department, agency, or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods to be sold, shall contain the attached Non-Collusive Statement and Certification of Compliance with the Iran Divestment Act of 2012 subscribed by the bidder and affirmed by such bidder as true under penalty of perjury. This is in accordance with Section 103d or the General Municipal Law.
7. These instructions are to be considered an integral part of all proposals.

## SPECIAL CONDITIONS

### A. District Equipment

- I. The vendor shall be solely responsible for damages or loss of equipment between the time it is collected and the time it is returned to the schools. The contractor shall be required to furnish an insurance certificate or other evidence of insurance covering the liabilities for loss or damage.
- II. Any vendor submitting a proposal must include a formal statement for net worth or have Product Liability insurance of not less than \$1,000,000. Failure to submit this formal statement will result in disqualification of the proposal.
- III. Whenever, within one year, of final acceptance of the apparatus equipment, supplies materials by the Board, the contractor is notified in writing by the School District that any items of apparatus, equipment, supply, material and/or workmanship has proved defective or is not meeting the specification requirements, he shall immediately replace, repair or otherwise correct, as the School District may determine, the defect or deficiency without cost to the School District.
- IV. The contractor shall repair or replace to the satisfaction of the School District any or all damage done to any building, facility, or its contents or to the work of other trades as a result negligence or waste by said Contractor, his agents, servants, and/or employees or defective work performed in fulfilling this contract. This clause is general in nature and will not operate to waive stipulations of other clauses in any other contract.

### B. Services / Equipment

- I The contractor shall not assign or sublet any part of a contract without the written approval of the Board of Education.
- II No bid shall be withdrawn pending decision of the Board of Education within 90 days of the day of opening proposals.
- III The Board may make such investigations as they deem necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Board all information and data for this purpose as the Board may request. Such information shall be made available, if requested, prior to delivery of drawings and specifications to the bidder. The Board reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Board that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- IV All bidders shall be prepared to present a performance bond upon request to the Assistant Superintendent for Finance, Operations, and Information Systems
- V All consultants/vendors providing service must obtain an insurance certificate including Lynbrook UFSD as an additional insured.

## C. Labor

- I. Pursuant to the Labor Law of the State of New York, there shall be paid each employee engaged in the work on the project under such contract not less than the prevailing wage rate for the trade or occupation in which he/she is engaged, fixed by the Commissioner of the New York State Department of Labor.
- II. The Contractor and each and every sub-contractor performing work at the site of the project to which this Contract and any amendments thereto relate, shall comply with the applicable provisions of the New York State "Labor Law" as amended, including the prevailing rates of wages to be paid as required by said statute, as set forth in the annexed prevailing rate schedule. Once the project has started a copy of Contractor's payroll pertinent to the work shall be submitted to the Assistant Superintendent for Business.

All Labor used in connection with this contract shall be covered as follows:

1. Worker's Compensation Insurance as per regulations of the State of New York. Proof of Workers Compensation (WC) on form C-105.2 issued by the WC insurer is required. The New York State Workers Compensation Board (WC Board) requires businesses covered by a New York State Workers' Compensation (WC) insurance policy, when applying for a permit, license or contract from a government entity (including public school districts and BOCES) in NYS, to provide proof of WC coverage on a specifically designated form. Form C-105.2 is required to demonstrate proof. The ACORD certificate is not acceptable. Form C-105-2 is issued by a private insurer providing WC, or its designated agent.
  2. NYS Disability Insurance Form DB120.1
  3. Public Liability and Property Damage insurance with a "Hold Harmless" clause for Lynbrook Union Free School District, Lynbrook, New York, for the work herein specified, not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
  4. Other coverages as may be prescribed for the contractors within the County Nassau, State of New York
  5. All work shall be performed in conformance with rules and regulations promulgated by O.S.H.A.
- III. The contractor will give its personal attention constantly to the faithful performance of the contract; it will not assign, transfer, convey, sublet, or otherwise dispose of this contract, or its right, title, or interest in or to the same or any part hereof, and it will not assign by power of attorney or otherwise any of the monies to become due and payable under this contract, unless by and with the previous consent in writing of the Board of Education endorsed upon or attached to assignment filed in said offices.
  - IV. Statement of NYSD finger printing clearance, if required under New York State regulations.

## FINANCIAL STATEMENT/REFERENCES

- I. Where applicable, the bidder shall submit a balance sheet and a statement of profit and loss prepared and certified by the bidder's Certified Public Account reflecting his financial status for the two years preceding the date of this bid. This clause shall not be used to disqualify new contractors from bidding.
- II. Bidders who are new vendors to the Lynbrook UFSD may be requested to submit a bank credit reference. This clause shall not be used to disqualify new contractors from bidding.
- III. The Board of Education reserves the right to reject any bid if it is not clearly evident to the Board's satisfaction that the bidder is financially responsible and financially capable of performing all the services required in the contract to be awarded.
- IV. The bidder shall submit a statement indicating vending experience, together with the name of school districts previously or presently served and the dates involved. This clause shall not be used to disqualify new vendors from bidding.
- V. No bid shall be accepted, or contract awarded, to any contractor whose performance or any previous contract with this or any other School District has been determined to be unsatisfactory. The Board of Education reserves the right to be the sole judge in this decision.
- VI. The Board of Education may make any investigation they deem necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Board of Education all such information and data for this purpose as the Board of Education may request.
- VII. The Board of Education reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Board that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- VIII. In accordance with Section 3625 of the Education Law, the State Department of Audit and Control, may examine any and all accounts of the contractor in connection with such contract, and every such contract shall contain the following provision: "The contractor hereby consents to an audit of any and all financial records relating to the contract by the Department of Audit and Control".

IN SUMMARY, THE BIDDER SHOULD RETURN:

1. One completed copy of the Lynbrook UFSD Instructions, Specifications, and Bid/Request for Proposal Form. Proprietary versions of the form cannot be substituted. The cover sheet must be signed.
2. One completed, signed, and notarized Non-Collusive Statement
3. One completed, signed, and notarized Certification of Compliance with the Iran Divestment Act of 2012
4. One completed copy of the Specifications
5. Financial Statement / References / Bank References if requested.

Proposals:

- a. Must be in a sealed envelope
- b. Marked on the outside of the envelope with:
  - i. The name of the bid
  - ii. The company name
  - iii. The bid opening date
  - iv. The bid opening time
- c. Addressed to:

Dr. Paul Lynch  
Assistant Superintendent for Finance,  
Operations and Information Systems  
Lynbrook Public Schools  
District Administration Office  
111 Atlantic Ave  
Lynbrook NY 11563

- A. The submission of a bid/proposal by a contractor shall be interpreted as evidence that he fully understand the extent and nature of the work, labor and equipment required, and can perform the work and furnish the equipment satisfactorily to the full intent of the specifications. The bid shall include the furnishing of all labor, material, and equipment as required by the services rendered.

The bid will be publicly opened by the Assistant Superintendent for Finance, Operations and Information Systems or his/her designated representative, after the time named for the receipt of bids.



# **LYNBROOK UNION FREE SCHOOL DISTRICT**

## **AFTER SCHOOL CARE PROGRAM**

### **Scope of Services**

The Lynbrook Union Free School District is a community of approximately 20,000 people located on the South Shore of Long Island with an enrollment of approximately 2800 students. The District is comprised of a Kindergarten Center, three elementary schools (West End Elementary School, Marion Street Elementary School and Waverly Park Elementary School, grades 1-5), two middle schools (North and South Middle Schools, grades 6-8) and one high school (Lynbrook High School, grades 9-12).

The Lynbrook School District is requesting proposals for an elementary After School Care Program to support the children in kindergarten and grades 1-5. This will be a three-year contract (2017-2018, 2018-2019, 2019-2020) with the option of renewal for two additional years (2020-2021, 2021-2022) upon mutual consent. Each contract year will begin July 1<sup>st</sup> and commence on June 30<sup>th</sup> of the respective school year.

The Lynbrook School District desires a supervised schedule of educational activities for after school care for children for those families requiring such a service. The elements of the desired educational activities are discussed within the Program Requirements section. Contract award will not be based upon lowest bid but will be made upon best perceived value to the school district, students, and families utilizing the program.

### **Objectives**

The intent of this request for proposal ("RFP") is to contract with after school providers. The scope of services shall include, but may not be limited to the following: to provide a safe, secure on-site after school environment for children to deliver an enriching, enjoyable, after school program format that blends childcare, homework, extracurricular activities, enrichment, music, recreation, physical activities, and arts. Options to expand the program to offer additional flexible options may include but are not limited to before school care, half day school care, and babysitting support during PTA meetings.

### **Program Requirements**

The after school program will provide a safe and secure, supportive, engaging, and meaningful in-school and extracurricular programs to enrich the Lynbrook students. The after school program will consist of two main elements: 1) academic assistance with homework and 2) enrichment and physical activities.

#### **1) Academic Assistance**

After school programs must include tutoring and homework support. This academic assistance must be aligned with the pupils' regular academic programs and must assist students in meeting

and exceeding state and local academic achievement standards in core academic subjects, such as reading, mathematics, and science.

## **2) Enrichment and Physical Fitness**

After school programs must provide an enrichment element that offers participating students a broad array of additional services, programs, and activities that are designed to reinforce and complement the regular academic program. Proposed enrichment activities may include, but are not limited to, the following: physical education activities, martial arts, dance, music, yoga, and character education programs.

## **3) Additional Requirements**

1. The after school program should allow for flexible options for student enrollment. In addition, registrations for 1, 2, 3, 4, and/or 5 days per week and/or use of a flexible drop in option for occasional support will be offered.
2. The after school program will begin immediately following the end of the school day.
3. The daily operations of the after school program will begin with the first day of the school year and end on the last day of school in June ultimately following the school year calendar. Program lists including the student's names will be provided to the district's liaison for the after school program two weeks before the program begins, one week before the program begins, and following the addition and deletion of students enrolled in the program.
4. The after school program will offer an Open House Program to provide an opportunity for families to learn about the after school program and to register children in addition to on-line registration options.
5. The after school program must maintain regular contact with parents to involve them in their children's after-school learning through newsletters, reports, and informal conversations with parents as they arrive to pick up their children.
6. The equipment will be supplied and maintained by the after school program.
7. The after school program will maintain a system such as an external portable bell so the District's office staff will not need to manage parent entry at pick-up time, carry an on-site cell phone so that program staff are always reachable. An emergency protocol will be in place to address emergency situations including but not limited to lockouts, lockdowns, evacuations, and medical emergencies.
8. The after school program will be a self-sustaining program at no cost to the District with a portion of the revenue supplied to the District.

### **Staff Requirements**

1. The successful bidder must have the appropriate child care license to operate the program and must meet the NYS requirements for students to staff ratio.
2. The staff members must participate in a training program and receive on-going professional development. Training topics may include child development, positive guidance, program quality, safety, curriculum and partnership building. Information concerning the training programs must be made accessible to the Lynbrook School District.
3. Administrators/managers will be available to conduct program visitations to assess program quality and provide additional resources and coaching for program staff.
4. Fingerprinting and background checks for all employees and volunteers before having contact with and District students. The cost of fingerprinting is the responsibility of the successful Bidder.
5. The staff should be qualified and alert in their supervision. Staff members should be knowledgeable to address the needs of all students including students with medical needs and students with disabilities.

### **Proposal Presentation**

The proposal must succinctly and clearly address the following:

1. Describe your history, vision and philosophy. Indicate the number of years you have provided services similar to those requested in the RFP. Describe your organizational structure. Provide your organizational chart. Do you have a State license to operate childcare? If yes, what is the licensing agency and provide the name and contact information for the agency.
2. Describe your organization's qualifications and experience providing services in after school settings.
3. Plan for delivery of services:
  - a) What enrollment minimums do you require to operate the after school program?
  - b) Provide a sample lesson plan, snack menu, and program schedule.
  - c) How do you handle equipment, supplies, consumables, and furniture needed for program operations?
  - d) Describe methods used to communicate with parents of children in your program?
  - e) Describe how you provide program information to the school board, principals and other administrative personnel?
  - f) Describe how you collaborate and communicate with school site leadership and staff about the program and student needs?

- g) Describe how you market the program to the school community?
- h) Describe your supervision plan and the method used to account for and track the whereabouts of each student in the program?
- i) Describe how you incorporate diversity into your program?
- j) Provide all relevant insurance verification, including a dollar value to which your company is covered. What types of insurance do you offer?
- k) Provide a timeline indicating steps required and time needed to establish the after school program.
- l) Describe staff training and resources available to deescalate disputes and resolve differences and conflicts between students and between students and adults.
- m) Are you willing to offer a sliding scale of fees and scholarships for those families who cannot afford to pay full tuition to participate in the before or after school programs but have a demonstrated need for services? If yes, please provide details of your proposal and how it would be implemented.

4. Staffing Plan

- a) What are the required qualifications for each staff member involved with the program?
- b) What staffing ratios will be employed?
- c) What kind of training program do you have in place for staff members—both initial and ongoing?

5. Program Budget and Program Fees; Complete and Include the following Fee Chart

- a) What are the proposed afternoon, weekly full-time (5 day) tuition rates for this program? Please also indicate any registration fees or any miscellaneous fees (such as membership fees or supply fees).
- b) Describe your tuition policies.
- c) See 3(m) above.
- d) Submit budget for each school you propose to serve.

After School (5 days per week tuition)	
After School (daily or drop off rate)	
Annual Registration Fee	
Supply Fee	
Snack Fee (in compliance with the Federal Smart Snacks Guidelines)	
Late Pick Up Fee	
Cost Per Enrichment Program (Please explain.)	
Discount rate for multiple siblings	

6. References and Additional Information

- a) Provide at least three written references from other school based services provided. Provide business name, contact person, complete address, and phone number.
- b) Provide parent survey responses demonstrating the satisfaction of the services you offer families, if available. Surveys must be current within the last year.

- c) Provide a Parent Handbook, or similar document/brochure.
- d) Provide a website address.
- e) Provide any information if you plan or would consider hiring current District school staff.
- f) Has your organization has a childcare agreement terminated for convenience or due to default in the last five years? If yes, provide details.
- g) Are you or your firm/agency/organization aware of any claims made or litigation alleging misconduct, discrimination or sexual harassment? If yes, provide details.
- h) Is your firm/agency/organization involved in or aware of any pending disciplinary action or investigation by any local, state or federal agency? If yes, provide details.

### **Proposal Evaluation**

- A. Proposals received will be evaluated by the Assistant Superintendent for Finance, Operations, and Information Systems and the Administrator for Personnel and Student Support Services to determine whether the requirements of this RFP are met and to make a recommendation to the Board of Education for contract award.

Proposals shall be evaluated based upon the following criteria:

1. The quality, innovation, and clarity of the program description
  2. Total proposed price (fees to families)
  3. Employee qualifications
  4. Experience
  5. Flexibility of program options
  6. Enrichment opportunities
  7. Client references
  8. Staff training
  9. Revenue to the District
- B. The evaluation process is designed to award the proposal not necessarily to the proposers of least cost, but rather to the proposer with the best combination of attributes based on the evaluation criteria.
- C. All proposers are required to attach a Certificate of Liability Insurance, Additional Insured Endorsement, Workers Compensation Insurance Certificate Form C105.2, and NYS Disability Insurance Form DB120.1 covering the 2017-18 school year. (See Page 6 of this RFP).
- D. As part of the bid process, references may be checked prior to Board approval.

**LYNBROOK PUBLIC SCHOOLS  
REQUEST FOR PROPOSAL  
AFTER SCHOOL CARE PROGRAM  
SUMMARY SHEET**

**Name of Organization:** \_\_\_\_\_

	<b>Yes</b>	<b>No</b>	
<b>Academic Assistance</b>			
Homework support			
Tutoring			
<b>Enrichment and Physical Fitness</b>			
Extracurricular activities			
Enrichment activities			
<b>Additional Requirements</b>			
Parent communication (Newsletter)			
Flexible program options: 1, 2, 3, 4, and/or 5 days per week			
Flexible program options: drop in			
Begin program on the first day of school			
Provide an Open House for informational purposes and registration			
On-line registration options			
Equipment supplied and maintained by the after school program			
External portable bell			
On-site cellphone			
Emergency protocol established			
Potential to expand to before school child care			
Potential to expand to half day school care			
Potential to provide babysitting during PTA meetings			
<b>Staff Requirements</b>			
Child care license			
Training program for staff			
Administration site visitations			
Fingerprinting and background checks			
<b>Revenue supplied to the District</b>			

**Fee Schedule**

After School (5 days per week tuition)	
After School (daily or drop off rate)	
Annual Registration Fee	
Supplies Fee	
Snack Fee (in compliance with the Federal Smart Snacks Guidelines)	
Late Pick Up Fee	
Cost Per Enrichment Program	
Discount rate for multiple siblings	