

Naples Central School

136 North Main St, Naples, NY 14512

Request for Proposal for the Pre-Kindergarten Program

Due April 26, 2024

All completed pre-kindergarten proposals MUST be returned to the Naples CSD District Office NO LATER than 12:00 p.m., April 26, 2024.

The District requests that each proposal include the page that lists all projected costs.

All **RFPs** submitted by the deadline date will be reviewed by the district and compared to all other proposal submissions. The district reserves the right to award services based on the proposal(s) that best meets District needs.

The district will announce awards on or before July 1, 2024



Naples Central School District

District Mission

The Naples Central School District challenges and supports all students to develop their diverse talents and abilities in a safe environment with rigorous opportunities. Students will graduate with the skills and confidence needed to excel in their chosen pursuits.

Universal Pre-Kindergarten Program 2024-2025

Request for Proposals

Application Materials

Naples Central School
Universal Pre-Kindergarten Program
Community Based Organization Application

Directions: Please complete Section 1 (Organizational Information) and submit it as a cover page to the application. Following this cover page, please provide detailed written responses for Sections 2-5 (Organizational Background, UPK Services, Program Staffing and Proposed Budget). Please submit a signed copy of Appendix C (Non-Collusive Certification) and Appendix D (Iran Divestment Act Certification).

Completed Applications may be mailed or delivered to:
Kevin Swartz, Superintendent
Naples Central School District
136 North Main St
Naples, NY 14512

Section 1 - Organizational Information

Organization's Name:

Address:

Telephone:

Email Address:

Contact Person & Title:

Type of Organization: Public Institution Private Non-Profit Private Profit

Please attach proof of organizational status (e.g., 501 (c) (3) IRS letter)

Statement of the Organization's Mission:

Years in Existence:

Hours of Operation _____ to _____

Days per Week _____

Months of Operation _____ to _____

Proposal Summary

Number of classrooms allocated for UPK students for 2024-2025 school year: _____

Number of UPK students proposed to be serviced for 2024-2025 School year: _____

Section 2: Organizational Background

1. Describe your organization's history of providing quality early childhood programs. Please include information regarding services provided to children with disabilities and children with limited English proficiency.

Section 3: UPK Services

1. Detail how your organization will meet the following goals and objectives of the Naples Central School District's UPK program plan:
 - Children will enhance their interpersonal/social skills.
 - Children will strengthen their cognitive skills.
 - Children will increase their early literacy skills.
 - Children will strengthen their fine and gross motor skills.
 - Children will enhance intrapersonal skills, improving independence and self-reliance.
 - Children will develop their character, tolerance, acceptance and respect.

2. Describe the early childhood services your organization would provide through the UPK program and how they will meet the following required components of Part 151 of the Regulations of the Commissioner of Education including:

- a. Providing support services to children to students and families such as social and health-related services.
- b. Meeting the needs of English Language Learners.
- c. Encouraging parental involvement in their child's education.
- d. Ensuring parents have ease of utilization and access to services.
- e. Supporting transitions/continuity with the district's K-3 program - curriculum and NYS Learning Standards.
- f. Integrating preschool children with disabilities.
- g. On-going professional development opportunities in which UPK staff will be engaged.

3. Explain the daily class schedule and how it allows for balance of intentionally planned active and quiet play; indoor and outdoor gross motor activities; and individual and small group activities. Approximately one-third of the daily schedule should be designated for children to engage in self-initiated activities.

4. Explain how the proposed program will meet all applicable health and safety codes and licensure requirements (including the NYS Uniform Fire Prevention and Building Code.)

Section 4: Program Staffing

1. Describe how UPK services will be staffed. Include information regarding staff qualifications, staff patterns and child-staff ratio. You must have a teacher with a NYS Teaching Certificate in early childhood education (N-6 or B-2).

2. Explain the administrative structure of the organization including the supervisory structure for the proposed UPK services, including the qualifications of the supervisor.

Section 5: Total Cost

Total Cost Information for Full Day Program: 6.5 hours per day

Number of Students/Cost per Student _____

Professional Salaries _____

Support Staff Salaries _____

Purchased Services _____

Supplies and Materials _____

Employee Benefits _____

Total Cost: _____

The district at its discretion may renew/extend their agreement with the selected collaborating agency beyond the 2024-25 school year.

If awarded this **RFP**, a Certificate of Insurance must be provided to the School District with limitations as specified in the contract and will include the following statement as additional Insured. Please see Appendix A.

Section 6 - Proposal Evaluation:

- 6.1 Naples Central School District will review all proposals and reserves the right to make final determinations as to the ability of an agency to provide high-quality early childhood programming. Factors used to determine the acceptance of an agency's request to collaborate with the district include, but may not be limited to:
- Information provided in the RFP;
 - Information provided in the budget form, including the total dollar amount required by the agency to implement the program;
 - Information gathered at a site visit(s) and from an interview with agency official(s) following submission of the written application;
 - Strength/sustainability of current agency program(s);
 - Potential number of Naples Central School District resident preschool children who will have access to the NYS-funded preschool program(s);
 - Agency's ability to provide Teachers and Teaching Assistants or Teacher Aides with appropriate NYS Certification
 - Agency's ability to provide a Supervisor Certified in Teacher Evaluation with the NYSTS [Evaluation Rubric](#)
 - Agency's ability to meet NYSED and Naples Central School District's written programmatic regulation/standards
 - The eligible agency's capacity to effectively, efficiently and immediately provide needed services;
 - The ease of utilization and accessibility of the program to parents and/or guardians;
 - Capacity to provide ongoing staff development;
 - Staffing patterns and qualifications;
 - Documentation that all applicable health and safety codes and licensure or registration requirements are met;
 - Anticipated fiscal share and other resources will be contributed to the universal prekindergarten program;

- Current program design and experience in providing developmentally-appropriate programs;
 - Fiscal solvency;
 - Stability of staff, rate of turnover and ability to fill vacancies in a timely manner;
 - Articulated mission/philosophy statements;
 - Record management and documentation procedures followed by the agency;
 - Administrative structure;
 - 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;
 - Children's progress as demonstrated by assessments; and
 - Demonstrated effectiveness of the eligible agency's program.
- 6.2 Proposals will remain valid until the execution of a contract by the district, unless otherwise rejected consistent with this RFP.
- 6.3 The district will award a contract resulting from this solicitation to the most responsible Proposer or Proposers whose proposal, in the sole judgment of the district, will be most advantageous to the district, after cost and other factors, specified elsewhere in this request are considered.
- 6.4 The Proposer shall allow the district to conduct at a minimum one site visit prior to contracting for services.

Section 7 - Alternatives and Deviations:

- 7.1 Proposer may include in its proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized. Any and all deviations from the terms and conditions of this RFP must be set forth in detail in an attachment to the Proposal.

Section 8 - Specification Clarification:

- 8.1 All questions about the meaning or intent of the specifications must be submitted in writing via email to:

Kevin Swartz, Superintendent

E-Mail: kswartz@naplescsd.org

Replies will be issued in writing and will be provided to all other known recipients of this RFP.

Section 9 - Withdrawal of Proposals:

- 9.1 Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by a Proposer or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
- 9.2 Each proposal shall constitute a firm offer for a period of ninety (90) days from the Proposal opening date. After expiration of the firm offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to Kevin Swartz, Superintendent.
- 9.3 Otherwise, Proposals remain in effect consistent with the terms of Section 6.2 of this RFP.

Section 10 - Insurance and Security Requirements:

- 10.1 The Successful Proposer shall be required to produce and maintain, at its own expense, the insurance coverage outlined in Appendix A.

Appendix A

Insurance Requirements

The selected UPK provider, at their sole expense, shall meet and provide proof of the following insurance requirements:

1. GENERAL PROVISIONS

As to all required insurance:

- a. The Vendor shall provide current Certificates of insurance and accompanying documents as described herein for the Owner's approval prior to Owner's signing of contract(s).
- b. "Certificate Holder" shall be **Naples Central School District** at the address of **2 Academy Street, Naples, NY 14512**.
- c. Coverage must comply with all specifications set forth herein.
- d. All insurance documents must be executed with authorized signatures.
- e. The Vendor's required liability policies must be endorsed to provide that any Notice of Cancellation or Notice of Non-Renewal given to the First Named Insured shall also be given to the Additional Insureds for this project. **A copy of such endorsement(s) must be furnished to the Certificate Holder.**
- f. Failure of the Owner to object to the Vendor's failure to furnish a Certificate or other evidence of the required insurance coverages, object to any defect in such Certificate or other evidence of coverage, or demand receipt of such Certificate or other evidence of coverage shall not be deemed a waiver of Vendor's obligation to furnish the required insurance coverages described herein. Nothing contained herein imposes on the Owner a duty or obligation to review any evidence of insurance coverages or issue any formal approval or acceptance of such evidence.
- g. The Vendor's liability and indemnification of the Owner shall not be relieved or diminished by the Vendor securing insurance coverage in accordance with the Owner's requirements. Any approval by the Owner of such insurance coverage shall not be construed as accepting in any way the deficiencies in the Vendor's insurance coverage.
- h. In addition to Certificates of Insurance and other documents, the Vendor shall provide to the Owner and other Certificate Holders, on a timely basis, copies of any subsequently issued endorsement(s) that amend applicable coverages or limits.
- i. When any required insurance shall expire, due to the attainment of a normal expiration or renewal date, the Vendor shall supply, no later than ten (10) days prior to such expiration, the Owner with Certificates of Insurance and accompanying documents evidencing continuation of coverage in the same manner, limits of protection and scope as provided by the previous policy.
- j. The Vendor will assure that any and all subcontractors retained by the Vendor carry and maintain insurance with reasonably prudent limits and coverage satisfactory to the Owner in light of the work to be performed, written by companies meeting the same criteria as required in Section 2. LIABILITY INSURANCE, and that the Owner is named additional insured on the subcontractor's liability policies according to the same requirements as described in Section 2.1(b).

2. LIABILITY INSURANCE

The Vendor agrees to secure and maintain, at the Vendor's own expense, all insurance coverage required herein from one or more insurance companies that are licensed to write such insurance in New York State or are eligible non admitted insurers, per the current Excess Line Association of New York's (ELANY) official list. Insurers must carry an A.M. Best "Secure" rating of B+ or better. The Vendor's insurance shall include the following, and shall be written with limits no less than hereinafter specified:

1. COMMERCIAL GENERAL LIABILITY

(a) Occurrence based **Commercial General Liability** coverage to include bodily injury, personal injury, and property damage applicable to **ongoing operations, products & completed operations, and contractual liability, all with a per-project aggregate endorsement.** The coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the **VENDOR:**

General Aggregate	\$2,000,000
Products & Comp/Op. Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$50,000
Med. Expense (any one person)	\$5,000

(b) **Additional Insured:** Coverage in Commercial General Liability, Automobile Liability, and Excess Liability and/or Umbrella Liability policies or coverage sections shall be written or endorsed so as to apply to the following as **additional insured on a primary and non-contributory basis** with the following language, unaltered:

"Naples Central School District and its employees, interim administrators, authorized volunteers and committee members, student teachers, auxiliary instructors and members of the Board of Education are hereby named as Additional Insured. "

The Certificate of Insurance must clearly state how Additional Insured coverage is achieved in the General Liability, Automobile Liability, and Umbrella/Excess Liability policies. Certificates of insurance must show the form numbers that are used to achieve all of the Additional Insured coverage. A copy of the actual policy language that effects this coverage in each policy must be provided to the Owner with the Certificate of Insurance.

(c) If the Vendor's service to the district in any way involves the use of **unmanned aircraft**, the Vendor's General Liability policy must include form CG 24 50 06 15 or equivalent providing coverage for this exposure.

2. AUTOMOBILE LIABILITY INSURANCE

Bodily Injury and Property Damage, coverage for the Vendor as the owner or the lessee of automobiles, trucks, trailers, self-propelled Vendor's equipment and all other owned, hired and non-owned vehicles registered for use on the public highway and/or used in operations relating to work under contract. If any such vehicles are to be used to transport hazardous materials, the Vendor shall also provide pollution liability broadened coverage evidenced by ISO Form CA 99 48. The coverage limit applicable shall be the greater of the amounts indicated below or the amount(s) carried by the Vendor:

Combined Single Limit	\$1,000,000
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See Section 2.1(b) above for *additional insured* requirements applicable to **Automobile Liability insurance.**

3.3 EXCESS LIABILITY AND/OR UMBRELLA LIABILITY applicable to Commercial General and Automobile Liability policies. The Excess Liability and/or Umbrella Liability coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Vendor

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

See Section 2.1(b) above for *additional insured* requirements applicable to the Excess Liability and/or Umbrella Liability insurance.

4. **PROFESSIONAL LIABILITY:** If the Vendor's work on this project involves rendering professional services, the Vendor shall provide Professional Liability coverage for the Vendor's errors, omissions, and negligent acts arising from the performance of the Vendor's services under this contract. Coverage limits shall be the greater of the amounts indicated below or the amounts carried by the Vendor:

Each Occurrence/Claim Aggregate	\$3,000,000
	\$3,000,000

5. **SEXUAL ABUSE OR MOLESTATION LIABILITY**

Coverage limits shall be the greater of the amounts indicated below or the amounts carried by the Vendor:

Each Occurrence Annual Aggregate	\$2,000,000
	\$2,000,000

6. **DATA BREACH LIABILITY**

Coverage limits shall be the greater of the amounts indicated below or the amounts carried by the Vendor:

Each Occurrence	\$ 250,000
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3. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE,**

Must include Waiver of Subrogation in favor of Owner.

Coverage required by the laws of New York State as further described below.

.1 **Requirements.** To comply with coverage provisions of Section 57 of the Workers' Compensation Law, businesses must **(1)** be legally exempt from obtaining workers' compensation insurance coverage, **(2)** obtain such coverage from insurance carriers, or **(3)** be self-insured or participate in an authorized group self-insurance plan.

.2 **Coverage Evidence.** The Vendor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:

(a) Either: **CE-200**, Affidavit For New York Entities and Any Out of State Entities with No Employees, That New York State Workers' Compensation And/or Disability Benefits Insurance Coverage Is Not Required
Or: **CE-200**, Affidavit That an OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation and/or Disability Benefits Insurance Coverage (Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)

OR

(b) Either: **C-105.2**, Certificate of Workers' Compensation
Or: **U-26.3**, New York State Insurance Fund Certificate of Workers' Compensation Coverage

OR

(c) Either: **SI-12** - Certificate of Workers' Compensation Self-Insurance,
Or: **GSI-105.2** - Certificate of Participation in Workers' Compensation Group Self-Insurance

4. NEW YORK DISABILITY (NYDBL)

Coverage required by the laws of New York State as further described below.

DISABILITY BENEFITS REQUIREMENTS UNDER WCL SECTION 220 SUBD. 8

.1 **Requirements.** To comply with coverage provisions of the New York State Disability Benefits Law, businesses must (1) be legally exempt from obtaining disability benefits insurance coverage, (2) obtain such coverage from insurance carriers, or (3) be self-insured.

.2 **Coverage Evidence.** The Vendor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:

(a) Either: **CE-200**, Affidavit For New York Entities and Any Out of State Entities with No Employees, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage Is Not Required Or:

CE-200, Affidavit That an OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation and/or Disability Benefits Insurance Coverage (Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)

OR

(b) Either: **DB-120.1**, Certificate of Disability Benefits Insurance Or:

DB-820/829, Certificate/Cancellation of insurance

OR

(c) **DB-155**, Certificate of Disability Benefits Self-Insurance

EXHIBIT B
TEMPLATE CONTRACT
Naples Central School District
Universal Prekindergarten Agreement

Made this ___ day of _____, 2024 by and between the Naples Central School District, with District Office at 136 North Main Street, Naples, NY, hereinafter referred to as “District”, and [INSERT NAME OF PROVIDER] with offices at [INSERT ADDRESS OF PROVIDER] hereinafter referred to as “Provider”,

WHEREAS the District desires to contract with an eligible agency for pre-kindergarten program services; and

WHEREAS Provider represents it is an eligible agency as defined in Section 3602-e of the Education Law and in the Regulations of the Commissioner of Education (8 NYCRR 151-1); and

WHEREAS Provider has proposed to offer Universal Pre-Kindergarten program (hereinafter referred to as “UPK” program) services as an independent contractor of the district for the school year 2024-25; and

WHEREAS said proposal satisfactorily meets the terms of the District's UPK Program.

NOW THEREFORE in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Program. The Provider shall operate the UPK program for the 2024-25 school year for up to the number of children agreed upon by the District and Provider. The Service shall be provided to those children designated to the Provider by the District as eligible for the Service. The district may change such designation and/or number of children from time to time or at any time, with corresponding adjustment in compensation.

Instruction shall be provided on all days that the district is in session; which is equivalent to a minimum of 180 days of service. Days of instruction must be provided within the public-school calendar year (September through June) and cannot extend past June 30th.

2. Term. The term of this agreement shall commence as of September 1, 2024 and terminate on June 30, 2025.
3. Compensation The district shall pay Provider ten monthly installments for

students enrolled commencing with September 2024 as follows.

- a. The sum of \$_____per month (or a proportionate amount for a partial month) for each of students.
 - b. If the New York State Education Department changes its per student funding level for the district at any point in the school year, the district shall pay Provider at the new per student rate.
 - c. No parent or any other person shall be required or requested to make any payment for tuition, maintenance, transportation, in addition to the payments made by the district pursuant to this Agreement for the provision of services contracted by the Provider.
 - d. Provider shall be solely responsible for employing and compensating the instructors and other personnel necessary for the service.
4. Insurance. Provider shall be solely responsible for the registration of all students in the program, shall provide the District with a Certificate of Insurance listing the district as an additional insured in accordance with the insurance requirements found in Appendix A.
5. Copying. Provider shall pay District's costs for copying service.
6. Compliance. Provider's services shall be in accordance with Section 3602-e of the NY Education Law and 151-1 of the Regulations of the Commissioner of Education as now in effect or hereinafter amended and shall comply with any other applicable federal, state and local laws. It is understood and agreed by the parties that failure to do so shall render this Agreement void, in which case, the Provider shall be entitled to no compensation for the portion of the school year in which such approval ceases to be maintained and shall reimburse the district any amount already received for that portion of such school year. The Provider's instructor shall hold a valid New York State Pre-K Teacher Certification. Provider shall observe and require that all employees maintain applicable requirements relating to confidentiality of records and information.
7. Renewal. Both parties agree that the continuation of this program depends upon the State's renewal or appropriate funding for the UPK program. Once the state has committed to providing funds for this program, the parties may renew the program for an additional year by written agreement executed by both parties.
8. Parents' Bill of Rights. The Provider will comply with all applicable provisions of state and federal law pertaining to the storage, maintenance, dissemination and

administration of information governed by this agreement, including but not limited to the requirements regarding the confidentiality of student/teacher/principal data/records (hereinafter such data and records are referred to as, “Confidential Educational Information”) that may be received from the Provider or the School District, including the Family Educational Rights and Privacy Act (hereinafter, “FERPA”) and the regulations of the United States Department of Education. Further, Provider agrees to comply with any applicable provisions of Sections 2-c and 2-d of the New York State Education Law (hereinafter, “2-d”) any rules and regulations of the New York State Education Department issued thereunder, and the School District’s parents’ bill of rights for data privacy, and security, including any amendments to any of these, the terms of which are incorporated herein by reference to the extent required by law. Accordingly, Provider will use, store, and disseminate Confidential Educational Information only as authorized herein, and will ensure that any third party that receives Confidential Educational Information from Provider will comply with all restrictions pertaining to the use, storage, and dissemination of Confidential Educational Information that apply to Provider pursuant to this agreement. Challenges to the accuracy of Confidential Educational Information applicable to such information in the possession of an “Educational Agency,” as defined in 2-d, as may otherwise be provided for by FERPA and/or 2-d, shall not be applicable to Confidential Educational Information provided to Provider by the School District, unless otherwise required by law. Provider shall provide all notifications required by 2-d in accordance with 2-d in the event of an unauthorized release of Confidential Educational Information. Provider shall ensure that staff provided access to Confidential Educational Information are appropriately trained and qualified to facilitate compliance with 2-d in regard to Confidential Educational Information. Any changes or amendments to the agreement herein shall comply with the requirements of 2-d. Upon the expiration or termination of the agreement herein between the School District and Provider, Confidential Educational Information will be retained, returned to the School District, and/or shall be disposed of, in accordance with 2-d.

9. Family Educational and Privacy Rights Act (FERPA). The Provider shall comply with FERPA in establishing appropriate procedures for the granting of a request by parents for access to the education records of their children, as well as, for preventing unauthorized disclosure of student’s education records.
10. Reports and Records.
 - a. Provider agrees to be subject to inspection or review upon request by the district.
 - b. Provider shall furnish and/or maintain the following information on staff and children enrolled in its programs, including, but not limited to:
 - i. Documentation that its services are delivered by a New York State certified teacher. A copy of such certification will remain on file with the district throughout the entire school year that services are provided.
 - ii. UPK students’ attendance records.
 - iii. UPK financial records.
 - iv. Any child specific information, to include health records, progress reports and completed assessments using the district’s approved assessment form.
 - v. Daily/weekly lesson plans.
 - vi. School or program calendar for attendance days.

- vii. Parental activity calendar.
 - viii. Certificate of Occupancy.
 - ix. Certificate(s) of Insurance.
 - x. Fire Drill Log and procedures.
- c. All UPK mandated paperwork shall be collected, maintained and made available to the district as deemed necessary by District or New York State Education Department personnel.
- d. The Provider shall provide any other reports and information as may be required by the District's Superintendent (or designee) regarding implementation of the UPK program.
11. Indemnification. The Provider agrees to defend, indemnify and hold the District, its officers, employees, and agents, harmless, at all times during and after the term of this Agreement, from the against all claims, damage, losses, and expenses (including without limitations, reasonable attorneys' fees) arising from, or in any way connected with the negligent or intentional acts or omissions of, or a breach of any term of or condition contained in this Agreement by the Provider, its employees, agents or representatives.
12. Independent Contractor Status. It is understood and agreed that the Provider, and its employees and agents, is an independent contractor and that it cannot bind the district to any obligation, or subject it to any liability whatsoever. As an independent contractor, the Provider and any persons engaged by it shall not be entitled to any medical, health, pension, retirement, disability, unemployment, workers compensation or other insurance or coverage, or any other benefit, similar or dissimilar, from the district. Both parties shall make all tax or other governmental reports in accordance with their status as independent contractors.
13. Termination. Notwithstanding any of the attached provisions, the district (Naples Central School District) reserves the right to cancel this contract, on a 30-day written notice to the Provider for the Universal Pre-K – Program.
14. Fingerprinting. Provider agrees to use best efforts to cooperate with the district to have any individuals providing services who will have a direct contact with students on District premises to furnish fingerprints and submit to a criminal background check and clearance by the State Education Department's Office of School Personnel Review and Accountability (OSPRA) prior to performing services. These best efforts may include, but are not limited, to completing paperwork and filing such paperwork with an appropriate agency, e.g., BOCES, for the purpose of submitting fingerprints for criminal clearance. Provider shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance. Provider shall provide a complete roster of all persons who will and/or may be providing services under this Agreement and shall further be responsible for providing updated lists as necessary.
15. Miscellaneous:
- a. Neither party may assign it rights or obligations under this agreement without the written consent of the other party. Any attempt to assign or transfer any of the rights or obligations hereunder is void.
 - b. This agreement constitutes the entire Agreement between the parties. No change may be made in any of its terms without the written consent of the parties.

c. Paragraph headings have been provided for convenience of reference only and shall not control, affect the meaning or be used in the interpretation of any provisions of this Agreement.

d. To the extent that any portion of this Agreement is deemed by a Court of competent jurisdiction to be unenforceable, the unenforceable provisions shall be deemed eliminated, but only to the extent necessary to permit the remaining provisions to be enforced.

e. This Agreement shall be governed by and construed under the laws of the State of New York. Ontario County, New York shall be the venue of any action or proceeding arising from or related to this Agreement.

[INSERT NAME OF PROVIDER]

By: _____
[POSITION]

Naples Central School District

EXHIBIT C

NON-COLLUSIVE CERTIFICATION

By submission of this proposal, each applicant and each person signing on behalf of any applicant 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 knowledge and belief:

The prices in this proposal have been arrived at independently without collusion, consultation, communication, or relationship, for the purpose of restricting competition, as to any matter relating to such prices with any other applicant or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the applicant prior to opening, directly or indirectly, to any other applicant or to any competitor;

No attempt has been made or will be made by the applicant to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

NAME: _____
(Individual or legal name of firm or corporation)

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____
(Signature of representative of firm or corporation)

DATED: _____

EXHIBIT D

IRAN DIVESTMENT ACT CERTIFICATION

**Certification of Compliance with the
NEW YORK STATE IRAN DIVESTMENT ACT OF 2012**

(Must be signed and returned with RFP)

By submitting a bid or proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the Naples Central School District (the “School District”) receive information that a person (as defined in State Finance Law §165-a) is in violation of the above- referenced certifications, the School District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The School District reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, 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 bid and the inclusion therein of this certificate as to compliance with the New York State Iran Divestment Act of 2012:

NAME (PRINT OR TYPE) _____

SIGNATURE _____

TITLE _____