

NOTICE TO PROPOSERS

The Westbury Union Free School District, Town of North Hempstead, County of Nassau hereby invites the submission of sealed proposals from reputable and qualified companies for: Universal Pre-Kindergarten Services for Collaboration of Activities. The district will receive sealed proposals on or prior to 1:00 PM on Friday, March 7, 2025 at the Westbury UFSD Business Office, 2 Hitchcock Lane, Old Westbury, New York 11568. Proposals will be opened on the stated date. Proposals received after the stated date and time will be returned to the sender unopened. Request for Proposals (RFP) may be obtained on or after Wednesday February 19, 2025, on the District's website, www.westburyschools.org. Click Menu, Departments, Finance & Operations, Request for Proposal, Universal Pre-Kindergarten Services for Collaboration of Activities. If you have any difficulty obtaining the RFP from the District's website, please email Robin Barnett at Rbarnett@westburyschools.org

Proposals must be submitted in a sealed envelope plainly marked on the outside: RFP# 2024/25-07 (UPK) Universal Pre-Kindergarten Services for Collaboration of Activities.

The Board of Education reserves the right to waive any informality in the proposal or to reject any and all proposals, or to accept any proposal which in the opinion of the Board of Education will be in the best interest of the School District. The District reserves the right to consider all relevant reasonable criteria in selecting the successful proposal. No proposer shall have any legal, equitable or contractual rights of any kind arising out of its submission of a proposal.

Westbury UFSD
District Clerk, Beverly Cathnott
February 19, 2025

I. General Conditions

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

A. Bids/Proposals

1. All proposals shall be submitted on, and in accordance with, the RFP documents. Proposals shall be submitted in sealed envelopes addressed to the Westbury Union Free School District, Business Office, 2 Hitchcock Lane, Old Westbury, New York 11568 on or before the date and time as indicated in the Notice to Proposers and the following information shall be clearly indicated on the face of the envelope:
 - a) The vendor's name and address;
 - b) The RFP number and title; and
 - c) The RFP due date and time.
2. Failure to prepare the proposal envelope in the specified manner may result in disqualification.
3. Proposals received after the time or date stated in the Notice to Proposers will not be considered. Whether sent by mail or by means of personal delivery, the Proposer assumes responsibility for having its proposal deposited on time at the place specified.
4. Proposals sent by means of facsimile, telephone, or email will not be accepted.
5. All information required by *Notice to Proposers, General Conditions, Overview, Specifications, Curriculum, Instruction, Assessment, and Oversight, Program Staffing and Supervision, Assembling the Proposal, Proposal Submittal* and any other RFP documents shall be provided by the Proposer to constitute a valid proposal, including Appendix A and Appendix B.
6. The submission of a proposal is to indicate that the Proposer is fully informed as to the extent and character of the materials, supplies, services, or equipment required and a representation that the Proposer can furnish the materials, supplies, services, or equipment satisfactorily in complete compliance with the specifications.
7. All materials submitted in response to this Proposal will become the property of the School District.
8. There is no express or implied obligation to the Westbury Union Free School District to reimburse Proposers for any expense incurred in responding to this RFP, including, but not limited to, preparing submittals, attending a pre-proposal conference, or attending an interview(s).

9. No alterations, erasures, or additions shall be made to the printed proposal documents. Any such alterations, erasures, or additions to the printed proposal documents may result in disqualification.
10. Illegible or vague proposals may be rejected. All signatures shall be written.
11. No interpretation of the meaning of the specifications or other contract document will be made to any Proposer orally. Every request for such interpretation shall be submitted in writing, addressed to the District. Any interpretations issued will be in the form of addenda or clarification to the specifications. All addenda so issued shall become part of the contract documents.
12. Any interpretations issued will be in the form of addenda or clarification to the specifications. All addenda so issued shall become part of the contract documents.
13. If a conflict in terms or requirements exists within the contract specifications, the most stringent shall prevail.

B. Award and Reservation of Rights

1. Awards will be made in accordance with applicable laws as will best promote the public interest.
2. This RFP or a proposal being submitted does not obligate the Westbury Union Free School District to award a contract.
3. Only the execution of a written contract or the adoption of a Board of Education resolution will obligate the School District to the terms and conditions contained in this RFP document.
4. The School District reserves the right to enter into negotiations with and subsequently contract with more than one proposer, and/or to award one or more contracts on the basis of scoring criteria, in the best interests of the District.
5. The School District reserves the right to reject all proposals; and to reject any proposal in whole or in part, without incurring any cost.
6. The School District reserves the right to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interests of the District will be served.
7. The School District reserves the right to inspect Proposer's premises prior to award.
8. The School District reserves the right to reject any proposal where investigation and evaluation of the Proposer's qualifications indicate that the Proposer may not promptly and efficiently perform and complete the work in accordance with the RFP documents.

9. The School District reserves the right to reject any proposal from any Proposer whose performance on any previous contract with the School District has been deemed unsatisfactory.
10. The School District reserves the right to reject any proposal that imposes conditions that would modify the terms and conditions of the RFP documents.
11. Cancellation of a contract for any reason may result in Proposer not being considered for future awards for an indeterminate period.
12. It is mutually understood and agreed that the successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or its right, or interest therein, or its power to execute such contract, to any other person, company, or corporation without the previous written consent of the School District.
13. The District reserves the right to investigate the capacity of any subcontractor(s) to complete the RFP's terms prior to making an award recommendation.

C. Failure to Enforce

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

D. Severability

Should any provision of a contract arising from this RFP, for any reason, be judicially declared invalid and/or unenforceable, such declaration shall not affect the validity of the remaining provisions, which shall remain in full force and effect, as if the contract had been executed with the invalid provision(s) eliminated.

E. Indemnification/Hold Harmless

1. The Proposer will indemnify, defend, and hold harmless the Westbury Union Free School District, its Board of Education, individual board members, Superintendent of Schools, school administrators, officers, employees, and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorney's fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection to the investigation or defense relating to such claim or the litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of, or in connection with this Agreement, however caused.
2. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not insured by Proposer's insurance purchased by

the Proposer in accordance with the Insurance Requirements set forth in this RFP, the Proposer shall indemnify and hold harmless the Westbury Union Free School District, participating school districts (if applicable) as identified in this RFP, and agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work described herein.

F. Saving Clause/Force Majeure

The successful Proposer shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes fires, floods, acts of God, or for any other acts not within the control of the successful proposer and which by the exercise of reasonable diligence is unable to prevent.

G. Affirmative Action

The District notifies all Proposers that it will affirmatively insure that any minority business enterprises will be afforded full opportunity to submit offers and will not be discriminated against on the grounds of race, color, national origin in consideration of the award. Proposers hereby agree that should the Proposer be awarded this contract, or any portion of this contract, the Proposer will not discriminate against any person or entity who/which performs work thereunder because of race, religion, color, sex, national origin or ancestry.

II. Overview

- A. The Westbury Union Free School District (“the District”) is seeking proposals from qualified agencies to administer the District’s:

Full-Day Universal Pre-Kindergarten Program (“UPK-FD-OS”), Full-Day Universal Pre-Kindergarten Program (“UPK-FD-DY”), and/or Half-Day Universal Prekindergarten Program (“UPK-HD”).

1. For UPK-FD-OS, the District is seeking an agency to provide the site and run the program at their site. The 2025-2026 anticipated student grant rate is \$5,750.00 per student for UPK-FD-OS for the entire 180-day program in a 19:1:2 or 20:1:2 setting; for a maximum of 115 eligible 4-year-olds. The program must run for a minimum of 5 hours per day, 5 days a week, and align to the Westbury UFSD school calendar. Note, the start and end time of each UPK-FD-OS program will be set by the District.
2. For UPK-FD-DY, the District is seeking an agency to run the program at the District’s site, Dryden Street School. The 2025-2026 anticipated student grant rate is \$5,750.00 per student for UPK-FD-DY for the entire 180-day program in a 19:1:2 or 20:1:2 setting; for a maximum of 77 eligible 4-year-

- olds. The program must run for a minimum of 5 hours per day, 5 days a week, and align to the Westbury UFSD school calendar. Note, the start and end time of each UPK-FD-DY program will be set by the District.
3. For UPK-HD, the District is seeking an agency to run the program at the District's site, Dryden Street School. The 2025-2026 anticipated student grant rate is \$2,875.00 per student for a UPK half-day seat for the entire 180-day program in an 18:1:1 setting; for a maximum of 108 eligible 4-year-olds. The program must run for a minimum of 2.5 hours per day, 5 days a week, and align to the Westbury UFSD school calendar. Note, the start and end time of each UPK-HD program will be set by the District.
- B. In the event of an increase in funding, the District may add additional spots, in increments of 18-20 new students per section.
 - C. The term of this engagement shall be from July 1st, 2025, up to and including June 30th, 2026. Based upon the mutual written agreement of both parties, the contract may be renewed thereafter from year to year for a maximum of five (5) years. Contract extensions are granted at the discretion of the District.
 - D. Proposers should be familiar with the following resources:
 1. Applicable laws and regulations for Universal Pre-Kindergarten Programs listed at <http://www.nysed.gov/early-learning/laws-and-regulations>
 2. Available New York State Education Department ("NYSED") Field Memoranda and Guidance Documents concerning early learning available at: <http://www.nysed.gov/early-learning/field-memos-and-guidance-pertaining-early-learning>
 3. Staff qualifications for Universal Pre-Kindergarten Programs (see 8 N.Y.C.R.R. § 151-1.3) Additional information is available through the NYSED "Frequently Asked Questions" link below: <http://www.p12.nysed.gov/upk/faq.html>
 - E. Before awarding a UPK-FD contract to a qualified Proposer, the District will conduct an on-site evaluation of the site and facility of the Proposer(s). A Proposer who does not currently have an operating facility must provide a site that can be visited as part of a site visit as evidence of his/her potential to lead a high-quality UPK program. The Proposer must be able to provide access to the proposed site for the District's representatives conducting the site visit.

III. Specifications

A. Scope and Overview

1. The Westbury Union Free School District is seeking sealed proposals for the provision of an off-site Universal Pre-Kindergarten Program (UPK) financed by the New York State Education Department during the project period of July 1, 2025 through June 30, 2026.

2. Eligible and qualified off-site providers are encouraged to respond.
3. The anticipated available seat counts and grant rates are subject to change, pending New York State Education Department grant allocations. If compensation rates are modified during the term of this contract, the awarded Proposer shall be notified as such.

B. Compliance with State Laws and Regulations

The UPK program operated by Proposer shall comply in all respects with the Regulations of the Commissioner of Education pertaining to pre-kindergarten programs contained in 8 N.Y.C.R.R. S151-1.2 through and including S151-1.13; and S151-2.1 through and including S151-2.2. By submission of a proposal, Proposer acknowledges that it is familiar with the aforesaid regulations, has reviewed them and shall be responsible for compliance with any amendments thereto. In the event that the District shall determine that the pre-kindergarten program operated by Proposer is not in compliance, or in the event that the District is given notice thereof by the State of New York or any agency or department thereof, the District shall immediately give Proposer notice thereof. Thereupon, any contract arising from the award of this RFP shall be terminated.

C. Pre-Kindergarten Program Requirements

The activities identified in the program component plans include diversity integration; social, cognitive, linguistic and physical development; developmentally appropriate student community involvement; health and nutrition; services for students with disabilities; language development to students who speak languages other than English; continuity with early elementary grades. The program must comply with Section 151.1 of the Regulations of the Commissioner of Education of the State of New York and be aligned with the New York State Pre-Kindergarten Next Generation Learning Standards.

D. Registration

1. The District maintains the sole right and ability to unilaterally determine the student selection process for participation in the program, and for the placement of students in the program.
2. All students referred for placement with a successful Proposer's pre-kindergarten program through the District's pre-kindergarten program must have registered with the District's Central Registration Office, prior to beginning the program at the off-site location.

E. Attendance and Calendar Requirements

1. The pre-kindergarten program operated by the Proposer shall maintain a daily record of student attendance and forward attendance information to the District each month.

2. The pre-kindergarten program operated by the Proposer shall provide services in accordance with the same school calendar as the District, including faculty and staff participation in Superintendent's Conference Days, Back to School Nights, Parent-Teacher Conferences, etc.
3. Students who do not attend on a regular basis or are regularly late to the program shall be referred to the District's Pre-Kindergarten Coordinator/Principal. Upon a determination by either the successful Proposer or the District that attendance is deficient, a meeting with the parent shall be promptly held by the successful Proposer to determine the reasons for the attendance problem and to identify steps to resolve the attendance problem. Inability to resolve the problem, after documented interventions, should be referred in writing to the District Pre-Kindergarten Coordinator/Principal.

F. Discipline and Suspension of Students

Pre-kindergarten students placed with successful Proposer's pre-kindergarten program shall only be suspended from attendance following notice to the District's Pre-Kindergarten Coordinator/Principal, and following the application of appropriate due process procedures which shall include notice to the student's parents or person in parental relation, and an opportunity for the student and his/her parent or person in parental relation to be heard. A decision to seek suspension shall be premised upon the student's behavior (which shall have been documented), and shall be preceded by application of appropriate non-suspension interventions, parent input and involvement, and involvement of special needs personnel, if appropriate. No suspension shall be effectuated without the prior written approval of the District's Pre-Kindergarten Coordinator/Principal.

G. Facilities, Supplies and Equipment

1. Proposer shall maintain appropriate equipment, supplies, and materials for each pre-kindergarten student. (Nothing herein contained shall diminish the responsibility of the Proposer to comply with the facility requirements of 8 N.Y.C.R.R. S151-1.2 through and including S151-1.13; and S151-2.1 through and including S151-2.2)
2. All buildings shall be safe and suitable for the comfort and care of the students and shall be maintained in a state of good repair and sanitation.

H. Religious Worship

Proposers/Providers are prohibited from engaging in religious worship, religious instruction, or proselytizing during the UPK Program.

I. Insurance Requirements

1. The successful Proposer agrees to maintain the following insurance coverages during the term of this Agreement. Notwithstanding any terms,

conditions or provisions, in any other writing between the parties, the proposer agrees to effectuate the naming of the Westbury Union Free School District as an unrestricted additional insured on the following described insurance policies, with the exception of worker's compensation. Further, the successful Proposer will submit to the District prior to the commencement of the program, documents certifying the following:

- a) Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Professional Consultant hereby agrees to effectuate the naming of the district as an Additional Insured on the Professional Consultant's insurance policies, except for Workers' Compensation and NYS Disability Insurance.
2. The policy naming the District as an Additional Insured shall:
 - a) Be an insurance policy from an A.M. Best A-rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred.
 - b) State that the Proposer's coverage shall be primary and noncontributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District for all coverages including Workers Compensation.
 - c) Additional insured status shall be provided by standard or other endorsements that extend coverage to the District or equivalent. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
 - d) The certificate of insurance must describe the services provided by the Professional Consultant that are covered by the liability policies.
 - e) The Professional Consultant agrees to indemnify the District for applicable deductibles and self-insured retentions.
3. Minimum Required Insurance:
 - a) Commercial General Liability Insurance
 - (1) \$1,000,000 Per Occurrence/\$2,000,000 Aggregate
 - (2) \$2,000,000 Products and Completed Operations
 - (3) \$1,000,000 Personal and Advertising Injury
 - (4) \$1,000,000 Per Occurrence/\$2,000,000 Aggregate Sexual Misconduct and Assault
 - (5) \$ 100,000 Fire Damage
 - (6) \$10,000 Medical Expense
 - b) Automobile Liability

- (1) \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - c) Workers' Compensation and NYS Disability Insurance
 - (1) Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
 - (2) Professional Errors and Omissions Insurance \$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the Professional Consultant performed under the contract for the District. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.
 - (3) Umbrella/Excess Insurance
 - (a) \$3,000,000 each Occurrence and Aggregate.
Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.
4. The Proposer/Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the District. The Proposer/Professional Consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the District to object to the contents of the certificate or the absence of some shall not be deemed a waiver of any rights held by the District.
5. If the Proposer/Professional Consultant utilizes independent contractors, then they must provide verification that coverages extend to the independent contractors. If the Independent Contractors are required to provide Professional Errors and Omissions coverage of their own, the proof of this coverage must be provided.
6. Upon award, the successful Proposer shall provide proof of insurance:
 - a) The District must be listed as an additional insured by using endorsement CG 2026 11 85 or its equivalent. A completed copy of

the endorsement must be attached to the certificate of insurance. The certificate of insurance must describe the specific services provided by the Proposer that are covered by the commercial general liability policy and the umbrella policy. At the District's request, the Proposer will provide a copy of the declarations page of its liability and umbrella policies with a list of endorsements and forms. If so requested, the Proposer will provide a copy of the policy endorsements and forms.

- b) The Proposer hereby indemnifies the District for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of the Proposer, to the extent not covered by the applicable policy.
- c) The Proposer acknowledges that failure to obtain the foregoing insurance on behalf of the District constitutes a material breach of contract. The Proposer must provide the District with proof satisfactory to the District that the above requirements have been met. The failure of the District to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held by the District. Upon request, the Proposer will provide the District with a copy of the Proposer's applicable insurance policies including any endorsements, modifications, or exclusions thereto.
- d) The District is a member/owner of the New York Schools Insurance Reciprocal ("NYSIR"). The Proposer acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also NYSIR, as the District's insurer.

J. Indemnification

1. Notwithstanding the provisions of this Agreement regarding insurance, and without limitation as to the coverages specified, the successful Proposer hereby agrees to protect, defend, indemnify and save the District and its board members, Superintendent of Schools, officers, employees, and agents harmless from any and all claims, demands, actions, suits, liabilities, settlements, costs losses, penalties, and expenses, including attorneys' fees, court costs and other expenses of litigation or administrative proceeding, or incurred by or imposed on the District in connection with the investigation of defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to arising out of or in connection with the Agreement or the successful Proposer's business and operations, however caused, or arising out of any act, happening or other event which is not the act of the District, its agents or representatives. This paragraph

shall survive termination of any Agreement arising from the results of this RFP.

2. To the fullest extent permitted by law, the Proposer indemnifies and will defend (with counsel selected by the District and reasonably approved by the Proposer) and hold harmless the District, its employees, agents, representatives and members of the Board of Education, from any and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorney's fees and disbursements) arising from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of Proposer's Services hereunder, or the action of, or the failure to act by the Proposer, its representatives, employees, or anyone for whose acts the Proposer may be liable.
3. In the event that any legal proceeding is instituted or that any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from the Proposer under the provisions of this Paragraph, the District will promptly notify the Proposer of such suit, claim or demand, and give the Proposer an opportunity to defend same and settle same without any cost to the District, and will extend reasonable cooperation to the Proposer in connection with such defense, which will be at the expense of the Proposer. In the event that the Proposer fails to defend the same within thirty (30) days of receipt of notice, the District will be entitled to assume the defense thereof, and the Proposer will be liable to repay the District for all its expenses reasonably incurred in connection with said defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments).
4. All of the provisions of this Section will survive the expiration or sooner termination of this Agreement.

K. Safety Requirements

1. Buildings and classrooms operated by the successful Proposer on behalf of the District shall meet the New York State Uniform Fire Prevention and Building Code (9 N.Y.C.R.R. Parts 600 through 1250), 8 N.Y.C.R.R. SS151-2.7 and 155.7 or its equivalent (notwithstanding the exemption for schools in cities with populations over 125,000 persons) and Part 418 of the Regulations of the Department of Social Services (18 N.Y.C.R.R. Part 418).
2. All providers must maintain a current safety plan. The plan must be maintained on site and available for inspection. The safety plan must be updated when and if requirements change in accordance with state and local regulations.
3. All staff members, any independent contractors, substitutes and consultants, who have direct contact with students engaged in the UPK

Program must be fingerprinted and receive clearance before having any contact with UPK students.

L. Method of Payment

1. The District projects a student grant rate of \$5,750.00 per student for a full-day UPK seat in the 2025-2026 school year, or \$2,875.00 per student for a full-day UPK seat in the 2025-2026 school year, as operated by the successful Proposer(s). The successful Proposer will service students. The District will make payment to the successful Proposer at the end of each month, upon receipt of student attendance records, verification of student's registration within the District, and invoice from the successful proposer. The District reserves the right based upon non-attendance to fill slots if they should become available throughout the school year. It is expressly understood and acknowledged by the successful Proposer that the funds for the pre-kindergarten placements specified in this RFP are appropriated by grant through the State of New York. In the event of diminution or cessation of appropriations by the State, the District reserves the right to cancel any then existing placements with the successful Proposer or to terminate this Agreement in all respects with no recourse by the successful Proposer.

M. References

Proposers shall provide three references (including telephone and email contact information) where they have performed UPK services of a similar size and scope as the services specified within this Request for Proposals.

N. Transportation

The Westbury Union Free School District shall provide transportation to off-site and on-site programs. As required by NYSED, transportation will be offered to all students who fall within the mileage limits, set by the District.

IV. Curriculum, Instruction, Assessment, and Oversight

A. Curriculum

1. The successful Proposer shall strictly follow the appropriate NYS Pre-Kindergarten Standards for English Language Arts, NYS Pre-Kindergarten Standards for Mathematics, and NYS Standards for Assessments, as approved by the Board of Education. Assessment records must be maintained for each student and a copy thereof shall remain on file in the student's cumulative folder, and made available to the District upon request.

2. The successful Proposer shall strictly adhere to the district's established scope and sequence of the following instructional frameworks:
 - a) Foundations Pre-K Activity Set for daily phonics and vocabulary instruction
 - b) ARC Core 100-Book Pre-K Challenge for background knowledge building and comprehension instruction
 - c) Eureka Math Squared Prekindergarten for math instruction, or a similar program chosen by the District
3. The successful Proposer will be provided with all necessary durable curriculum materials and resources to enact the instructional frameworks indicated above in 3.H.2 with fidelity. The successful Proposer is responsible for returning all durable curriculum materials and resources at the end of the academic year in acceptable condition for 1-year of use. Durable materials that are deemed unacceptable condition by the District will be replaced, in full, and at the expense of the Proposer.

B. Instruction

1. The successful Proposer shall ensure that activities are learner-centered and designed and provided in a way that promotes the student's total growth and development and ensures that:
 - a) Students will strengthen their cognitive skills;
 - b) Students will develop their early literacy skills (reading, writing, speaking, listening, and information processing);
 - c) Students will develop their numeracy skills (ex. counting);
 - d) Students will hone their executive functioning skills;
 - e) Students will increase their creative and artistic abilities;
 - f) Students will improve their inter and intra-personal skills, increase their feelings of self-worth, and become independent at a developmentally appropriate level;
 - g) Students will increase their appreciation of diversity and improve their understanding of their heritage and its relationship to their self-image and interactions with others;
 - h) Students will enhance their personal, physical, and emotional wellness;
 - i) Students will increase their physical skills (fine and gross motor movement, kinesthetic and spatial relationships);
 - j) Students will have the opportunity to take part in purposeful play that includes drawing and dramatizing stories
2. The UPK student will develop age-appropriate attitudes about themselves and others by being introduced to activities to enhance the following behavioral characteristics:
 - a) A positive self-concept

- b) Self-control
- c) Curiosity about the world
- d) Learning self-confidence
- e) Creativity and imagination
- f) Positive relationships
- g) Play skills

C. Cumulative Folders and Assessment

1. The successful Proposer shall maintain cumulative folders with notification of parent teacher conferences/contacts, and other relevant information relative to the student. These cumulative folders shall be turned over to the District at the end of the school year.
2. The cumulative folders are to include, but are not limited to the following items:
 - a) Renaissance STAR Preschool Assessment diagnostic reports for Fall, Winter, and Spring administrations (aligned to the District determined testing windows)
 - b) District determined pre- (September) and post- (June) Kindergarten readiness assessment packet

D. Assessment of Program's Effectiveness

The successful Proposer shall provide the District with a year-end self-reflection/assessment of its participation in the District's pre-kindergarten program to determine the extent that goals and objectives have been met, using the template provided by the District. Said assessment shall be submitted on or before June 30th and each year thereafter in the event that the successful Proposer's contract is renewed.

E. Oversight

1. The District will provide direct oversight of the program via a District-employed New York State Certified School Administrator. The Administrator must have complete access to the buildings in which the UPK program is operated and will make announced and unannounced visits to the sites at any times when the program is in operation. Also, throughout the school year, District staff members will make periodic visits to the facilities in which the UPK program is operated to ensure that the program is conducted in a developmentally appropriate way, provides rich academic experiences for the student and complies with the standards for preschool programs established by the state.
2. The Administrator's responsibilities will include, but are not limited to:
 - a) Monitoring the resulting contract and providing oversight of the Agency's program and support services.
 - b) Overseeing the Agency's program in the implementation of the requirements of the New York State Education Department

("NYSED") through a quarterly Quality Assurance review. The Agency must attend leadership meetings with the District annually, as scheduled by the District.

- c) Collaborating with the on-site Education Director on all program management, educational issues, design and implementation of Kindergarten transition and vertical articulation, child find responsibilities, talented and gifted curriculum, and bilingual education.
- d) Participating in the development, structure, and delivery of instructional services, including program assessment.
- e) Providing a direct link to the District Administration for coordination of program services.
- f) Providing the UPK provider with support or guidance in hiring, staff observations and evaluations, if deemed necessary.
- g) Providing support or guidance in consultation with the Education Director of the UPK program on teacher continuance based on the observation and evaluation processes, if deemed necessary.
- h) Unilaterally determining the student selection process for participation in the program.
- i) Assisting, if necessary, with the outreach to find children who are currently not being served in the District.

V. Program Staffing and Supervision

A. Staffing and Staff Development

1. The Proposer shall provide the District with information relative to staff members who are responsible for the instructional program of pre-kindergarten students. A description of staff qualifications, stability of staff in relation to average duration of employment, rate of turnover and ability to fill vacancies in a timely manner will be supplied. Further, this information shall include: Certification documents, educational background and training of all teachers and paraprofessional support staff who are directly involved with providing service to pre-kindergarten students.
2. Until all universal prekindergarten teachers at an eligible agency site possess a teaching license or certificate valid for services in the early childhood or childhood grades, the agencies operating such programs shall employ an on-site education director during the hours that the prekindergarten program is in operation that will be responsible for program implementation. The on-site director shall possess a baccalaureate degree in early childhood education or related field of study

and a teaching license or certificate valid for services in the early childhood or childhood grades pursuant to Part 80 of the Regulations of the Commissioner of Education (8 N.Y.C.R. R. Part 80).

3. When 15 or more children share the same first language other than English, a bilingual certification extension or license is required. In the absence of a certified bilingual early childhood teacher, a monolingual certified teacher should be paired with a bilingual teacher assistant/teacher aide who speaks the children's native language. If this cannot be achieved, a certified English as a Second Language (ESL) teacher must be assigned to the class.
4. The Proposer shall affirm that all teachers employed by the Proposer assigned to provide services to District students shall be New York State certified teachers, with valid pre-kindergarten certification.
5. Pursuant to New York State Regulations regarding staff qualifications (8 N.Y.C.R.R. S151-1.5 c, d) a pre-kindergarten teaching assistant providing support in a pre-kindergarten classroom shall have a high school diploma and six hours of college credit in a related field pursuant to 8 N.Y.C.R.R. S80 and for those assistants in programs for limited English proficient (LEP) students, shall have bilingual proficiency in the students' native language.
6. A pre-kindergarten teacher aide providing support in a pre-kindergarten classroom must meet the requirements prescribed in 8 N.Y.C.R.R. S80 and for those aides in programs for LEP students shall have bilingual proficiency with the students' native language.

VI. Requests for Clarification/Additional Information

- A. All questions, requests for clarification or additional information as related to this RFP shall be submitted in writing via e-mail to:
Robin Barnett
Assistant Superintendent for Elementary Curriculum and Instruction
Westbury Union Free School District
RBarnett@westburyschools.org
- B. All requests for clarification or additional information shall include the vendor's name, a contact person's name, a telephone number, and an email address.
- C. No questions, requests for clarification, or additional information will be accepted after 1:00 p.m. on Wednesday, February 26, 2025 after which time the District shall prepare, if needed, any addenda.

VII. Assembling the Proposal

Please see Appendix A and Appendix B.

VIII. Proposal Submittal

- A. Proposers shall submit one original proposal and three copies of their proposal and all appendices;
- B. Proposals shall be submitted in a sealed envelope or package and shall indicate the following information on the outside of the package:
 - 1. Vendor's name and address;
 - 2. RFP number and title; and
 - 3. RFP due date and time.
- C. Faxed, telephoned, or emailed proposals shall not be accepted.
- D. Vendors shall submit the proposal by the date and time indicated in the Notice to Proposers to:
 - Westbury Union Free School District
 - Business Office
 - 2 Hitchcock Lane
 - Old Westbury, New York 11568

IX. Timeline

- A. Sealed proposals must be received on or before Friday, March 7, 2025 at 1:00 p.m. at:
 - Westbury Union Free School District
 - Business Office
 - 2 Hitchcock Lane
 - Old Westbury, New York 11568
- B. July 2025 - Proposals will be presented to the Board of Education for award after proposals have been reviewed by the designee assigned by the District.
 - *It is the District's intent to award this proposal on or before the date noted. However, this date is a projection and is subject to change.
- C. Please note the RFP number on all correspondence.
- D. Proposals must be clearly marked with the name and address of the Proposer and the RFP number and name on the outside on the sealed envelope.

X. Evaluation of Proposals

A. Evaluation Process

1. Submitted proposals will be evaluated by the District's Board of Education and/or an appointed evaluator or evaluators. During the evaluation process the District may request additional information or clarification from Proposers on proposals submitted.
2. The District's receipt or discussion of any information submitted in response to the RFP including information submitted during discussions after said submittal (including ideas, opinions, other material communicated or exhibited on the Proposers behalf or on the Districts' behalf) is not to impose any obligations whatsoever on the District or to entitle Proposer to any compensation thereof. Any information given, either orally or in writing, is not given in confidence and may be used or disclosed to others for any purpose at any time without obligation or compensation and without liability to the District of any kind, whatsoever.
3. Interviews for this service will be held upon the request of and in the best interests of the District. Submission of a proposal in response to the RFP will not automatically result in an interview.

B. Evaluation Criteria

The Westbury Union Free School District will evaluate the proposal submissions based upon the Proposers submitted responses to Appendix A. Points will be awarded to each of the cited components and a rubric will be used to rate the quality of the Proposer's RFP, as it aligns to the District's needs.

XI. Award/Contract

A. Award Process

1. Upon recommendation of the appointed evaluator or evaluators, the Board of Education of the Westbury Union Free School District shall act, in its judgment, in the best interests of the District. This award may or may not be awarded to multiple providers.
2. The Board of Education of the Westbury Union Free School District reserves the right to waive any informalities or to reject in whole or in part any or all proposals, or to accept that proposal or portion of proposal of which, in its judgment, is in the best interests of the District.
3. All decisions of the Board of Education of the Westbury Union Free School District are final.

B. Term of Engagement

The term of this engagement shall be from July 1st, 2025 up to and including June 30th, 2026. Based upon the mutual agreement of both parties, the contract may be renewed thereafter from year to year for a maximum of five (5) years. Contract extensions are granted at the discretion of the District.

C. Contract Execution

1. Upon notification of award, the successful Proposer(s) shall be required to execute a contract with the District in substantial conformance with this RFP's requirements and the firm's proposal;
2. No contract shall become binding until the necessary funds have been approved.

D. Termination

1. The District may, without prejudice to any other rights or remedies contained in any contract arising from the terms of this RFP or provided by law or equity, terminate the Agreement. Such termination shall be effective two (2) days after written notice is given by the District to the awarded Proposer of any material breach of this Agreement; and
2. The District reserves the right to terminate the contract for any reason upon thirty (30) days written notice from the District to the awarded Proposer.

APPENDIX A

RFP # 2024/25-07 (UPK) Proposal Packet for Submission

Section I: Organizational Information	
Organization Name:	
Address:	
Contact Person's Name:	
Contact Person's Title:	
Telephone Number:	
Fax Number:	
Email Address:	
Type of Organization (check one):	<input type="checkbox"/> Public institution <input type="checkbox"/> Private non-profit <input type="checkbox"/> Private profit
Proposal Type (check all that apply):	<input type="checkbox"/> Full-day UPK services at Proposer's location (UPK-FD-OS) <input type="checkbox"/> Full-day UPK services at District's location (UPK-FD-DY) <input type="checkbox"/> Half-day UPK services at District's location
Statement of the Proposer's Mission:	
Chief Executive Officer:	
Signature of Chief Executive Officer:	

For Sections II, III, IV, and V, attached a typed document with a response to each prompt and/or the appropriate supporting documentation. Please clearly label each prompt, using Section#.Prompt# format (ex. II.2). A new page for each prompt is not necessary, however all prompts are to be answered in the order in which they are presented below.

Section II: Organizational Background

1. Describe your organization's history of providing quality early childhood programs. Please include information regarding services provided to students with disabilities and students with limited English proficiency.
2. Provide a statement indicating your organization's capacity to provide Universal Pre-Kindergarten services.

Section III: UPK Services

1. Describe how your organization will meet the following prekindergarten goals and objectives:
 - a. Students will strengthen their cognitive skills;
 - b. Students will develop their early literacy skills (reading, writing, speaking, listening, and information processing);
 - c. Students will develop their numeracy skills (ex. counting);
 - d. Students will hone their executive functioning skills;
 - e. Students will increase their creative and artistic abilities;
 - f. Students will improve their inter and intra-personal skills, increase their feelings of self-worth, and become independent at a developmentally appropriate level;
 - g. Students will increase their appreciation of diversity and improve their understanding of their heritage and its relationship to their self-image and interactions with others;
 - h. Students will enhance their personal, physical, and emotional wellness;
 - i. Students will increase their physical skills (fine and gross motor movement, kinesthetic and spatial relationships);
 - j. Students will have the opportunity to take part in purposeful play that includes drawing and dramatizing stories
2. Detail how a student's progress will be documented by assessments to determine a developmental baseline and progress in the areas of, at minimum, language, cognitive and social skills.
3. Detail how your organization will meet the goals and objectives of the Westbury Union Free School District Universal Pre-Kindergarten Program Plan. Include information regarding your organization's understanding of the required curricular.
4. Describe the early childhood services your organization will provide through the Universal Pre-Kindergarten program and how they will meet the following required components of Part 151 of the regulations of the Commissioner of Education and the NYS Pre-Kindergarten Foundation for the Common Core.
 - a. Provide support services to children and families such as social and health related services.
 - b. Meet the needs of English language learners through a Transitional Bilingual Pre-K Model.
 - c. Encourage parental involvement in their child's education.
 - d. Ensure parents have ease of utilization and access to program and program

<p>services.</p> <ul style="list-style-type: none"> e. Support transition/continuity with the District’s K-3 program curriculum and the New York State Learning Standards. f. Integrate preschool children with disabilities. g. Indicate the on-going staff development opportunities in which Universal Pre-Kindergarten staff would be engaged. h. How many students will the organization provide services for? i. How many classrooms will the organization support? j. How many hours per day will the Universal Pre-Kindergarten Program operate?
<p>5. Explain how the proposed program will meet all applicable health and safety codes and licensure requirements (including the New York State Uniform Fire Prevention and Building Code).</p>
<p>6. Describe the collaborative relationship your organization proposes to have with the Westbury Union Free School District.</p>
<p>Section III: Program Staffing</p>
<p>1. Describe how Universal Pre-Kindergarten services will be staffed. Include information regarding staff qualifications, staff patterns, proposed staff length of employment, and child-staff ratio. A teacher with a New York State Teaching Certificate in early childhood education (B-6 or B-2) is required for this program. Please refer to the Universal Pre-Kindergarten Regulations for minimal requirements.</p>
<p>2. Please note that the Westbury UFSD is proud to offer parents the option of a Transitional Bilingual PreK program (80% Spanish, 20% English instruction).</p> <ul style="list-style-type: none"> a. Describe experience and certification of staff capable of implementing Transitional Bilingual PreK, including but not limited to bilingual extension advanced certificate, ELL, ML, ESOL, TESOL certificates. b. Provide a list of teachers and staff who are bilingual or multilingual and fluent in Spanish.
<p>3. Explain the administrative structure of the organization and how records are managed within the organization. Include information regarding the steps the organization takes to protect Personally Identifiable Information (PII).</p>
<p>4. Describe documentation procedures followed by the organization.</p>
<p>5. Describe the supervisory structure for the proposed Universal Pre-Kindergarten services, including the qualifications of the supervisor(s).</p>
<p>6. Describe the process for coverage or substitution of staff as well as the ability of the organization to fill vacancies in a timely manner.</p>
<p>Section IV: Program Budget</p>
<p>1. Provide a spreadsheet detailing all the program costs including but not limited to professional salaries, support staff salaries, purchased services, supplies and</p>

materials, travel expenses, employee benefits, indirect costs, and equipment.
2. Detail any local matching funds to be used to support the Universal Pre- Kindergarten program.
<p><i>Notes:</i></p> <p>Parents cannot be charged a fee for participation in the program. The UPK provider must comply with all fiscal requirements including: creating an annual budget that will be submitted and approved by the District, maintaining income and expense reports supported by detailed invoices, and any other financial and programmatic records that detail allocation of UPK. The UPK provider will maintain a UPK budget that is separate from all other funding sources. The UPK provider will have processes and systems in place to safeguard against supplanting funds. The District will maintain separate budget codes for UPK and funds.</p>
Section V: Supplemental Documents
1. Proof of Department of Social Services licensing certificate for occupancy
2. Provide a physical layout and map of the facility (UPK-FD-OS only)
3. Provide original signed copies of all forms in APPENDIX B - RFP # 2024/25-07 (UPK) Required Forms

APPENDIX B

RFP # 2024/25-07 (UPK) Required Forms

STATEMENT OF NON-COLLUSION

For the purpose of this Statement of Non-collusion, the use of the words bid or bidder are interchangeable and synonymous with the words proposal and proposer.

By submission of this bid/proposal, the vendor certifies that he is complying with section 103-D of the General Municipal Law.

Section 103-D of the General Municipal Law reads as follows:

103-D. Statement of non-collusion in bids and proposals to political subdivisions of the state. Every bid or proposal hereafter made to a political subdivision of the state of any public department, agency, or official thereof where competitive bidding is required by statute, rule, regulation of local law, for work or services performed, to be performed, or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: non-collusive bidding certification.

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose or restricting competition, as to any matter relating to such prices with any other bidder or with any competition;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competition; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1), (2), and (3) above have not been complied with; provided, however that if

in any case the bidder cannot make foregoing certification, the bidder shall so state and furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1), (2), and (3) above have not been complied with, the bid shall not be considered for award, nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

Any bid thereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed, or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bids and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Print or Type Proposer Name _____

Print or Type Title _____

Authorized Signature _____

Print or Type Name _____

Date _____

VENDOR DISCLOSURE CERTIFICATION

Vendor must complete either Section I or II below and returned with your proposal

- I. This is to certify that the principal members of the company listed below are not related to any Board Members, officers or employees of the District and no Board member, officer or employee of the District is directly or indirectly interested in this bid or the supplies, materials, equipment, work or services which are related to it, or in any portion of the profits thereof.

Print or Type Proposer Name _____

Print or Type Title _____

Authorized Signature _____

Print or Type Name _____

Date _____

- II. This is to certify that the following School District Board members, officers or employees are related to principal members of the company listed below or have a direct or indirect interest in this bid or the supplies, materials, equipment, work or services which are related to it, or in any portion of the profits thereof.

Name	Relationship	Name of Relation

Print or Type Proposer Name _____

Print or Type Title _____

Authorized Signature _____

Print or Type Name _____

Date _____

IRANIAN ENERGY DIVESTMENT CERTIFICATION

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 bidder/proposer submits the following certification:

[Please Check One]

Proposer's Certification

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/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.

- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created 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.

Print or Type Proposer Name _____

Print or Type Title _____

Authorized Signature _____

Print or Type Name _____

Date _____

SEXUAL HARASSMENT POLICY

By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall at a minimum, meet the requirements of section 201-G of the New York Labor Law.

Print or Type Proposer Name _____

Print or Type Title _____

Authorized Signature _____

Print or Type Name _____

Date _____

VENDOR INFORMATION & ACKNOWLEDGMENT FORM

The undersigned, as a duly authorized representative of the Vendor, hereby proposes to furnish such services, materials, supplies, and equipment as required by the General Terms and Conditions and Specifications contained within the Request for Proposal Documents at the prices indicated on the Rate Sheet Form.

Company Name _____
(as shown on your W-9)

Street Address _____

City _____ State _____ Zip Code _____

Telephone () _____ Fax () _____

Email _____

Print or Type Proposer Name _____

Print or Type Title _____

Authorized Signature _____

Print or Type Name _____

Date _____

Please indicate the representative from your company who should receive all correspondence relating to this bid:

Vendor Acknowledgement

Vendor, by checking and signing below, confirms that he/she has read and understands and will comply with the terms, conditions and specifications/scope of this Request for Proposal and any addenda, if issued.

Yes No Bidders Authorized Signature: _____

REFERENCES

Proposer's Name _____

Company Name _____

Address _____

Contact Person _____

Telephone _____

Dates of Contract _____

Company Name _____

Address _____

Contact Person _____

Telephone _____

Dates of Contract _____

Company Name _____

Address _____

Contact Person _____

Telephone _____

Dates of Contract _____

Company Name _____

Address _____

Contact Person _____

Telephone _____

Dates of Contract _____