

**MOUNT VERNON CITY SCHOOL DISTRICT
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FROM: Board of Education of the Mount Vernon City School District
DATE: March 10, 2026
RE: RFP for Consultant Services for Strategic Planning 2025-2026

ADDENDUM # 1

Attached please find Addendum No. 1

PLEASE FAX OR EMAIL THIS COVER SHEET/S TOGETHER WITH YOUR COMPANY'S NAME TO OUR OFFICE AS CONFIRMATION OF RECEIPT.

Addendum No. 1- RFP for Consultant Services for Strategic Planning 2025-2026

ADDENDUM NO. 1

This Addendum contains clarifications and/or changes to the requirements of the contract and/or RFP specifications. Such clarifications/changes shall be incorporated into the contract/RFP documents and shall apply with the same meaning and force as if they had been included in the original documents.

The conditions of the contract shall govern all work and services described in this Addendum. Wherever the conditions of the work and the quality or quantity of materials/services are not fully described in this Addendum, the conditions of the work, etc. included in the original contract and/or RFP specifications shall apply to the work described in this Addendum.

The conditions of the contract, as enumerated in the contract documents and/or the specifications apply to all work described in this Addendum.

The School District received the following inquiries from prospective proposers and provides answers as follows:

1. **Question:** What is the District's anticipated start date for this project? **Upon award of the contract and once the contract agreement is signed.**
2. **Question:** The RFP states an initial contract end date of June 30, 2026. Is it the District's expectation that the core strategic planning work (excluding implementation support) will be completed by that date? **Please refer to the RFP's Term of Engagement and the detailed scope of services. After the completion of the initial term, the district reserves the right to renew the resultant contract for an additional one (1) year term upon approval of the Board.**
3. **Question: Out-of-State Firm Eligibility:** our Consulting is a California-based corporation with a California business license, and as such, we may conduct business anywhere in the United States. We want to confirm whether out-of-state firms are eligible and fully competitive under this RFP, and whether any local, regional, or New York State preference provisions may apply to the evaluation of proposals. **All proposers must be licensed to provide the services contemplated in the RFP in accordance with the laws of the State of New York and meet the requirements of the RFP including the qualifications set forth for this engagement.**
4. **Question: Insurance Requirements — Carrier Domicile:** The RFP specifies coverage requirements, including Commercial General Liability, Professional Errors & Omissions, Cyber Liability, Workers' Compensation, and Excess/Umbrella coverage. We wish to confirm whether the School District will accept certificates of insurance issued by California-admitted carriers in good standing, or whether all policies must be written by New York State-licensed insurers. **No issues with the insurance, noting it the carrier is California based. Please be advise the District requires coverage of \$5M/\$5M in the aggregate, or a combination that equates to**

substantially the same coverage (e.g., \$1M/\$3M with excess and/or umbrella insurance of \$3M–\$5M), including SAM coverage with no sublimit.

5. **Question: Budget Parameter or Not-to-Exceed Amount:** To the extent permissible, has the School District established an internal budget range or not-to-exceed threshold for this engagement? Any guidance on the expected investment level would help proposers develop cost proposals that are responsive and realistic for the scope of work described. **No, cost proposals should be developed based upon the terms and conditions of the RFP.**
6. **Question: Travel, Lodging & Out-of-State Expense Treatment:** Should the answer to Question 1 be Yes, the RFP requests an all-inclusive lump sum cost proposal. our Consulting is based in California, and this engagement will require travel to Mount Vernon, New York, for stakeholder engagement sessions, public forums, and Board presentations. We want to confirm how the School District expects proposers to handle travel, lodging, and related out-of-state expenses. Specifically: (a) should all anticipated travel and expense costs be included in the lump sum figure; (b) is there a preferred method for estimating and reporting travel costs in the proposal; and (c) will the District consider a cost structure that separates a fixed professional services fee from reimbursable travel and expense costs at actuals, or is a fully bundled lump sum strictly required? This is an item for the District. **All fees should be broken down with a final cost.**
7. **Question: Intellectual Property Rights — Proprietary Methodology:** The RFP states that the School District retains the right to use any ideas, concepts, or methodologies submitted as part of a proposal. our Consulting’s Dynamic Management System (DMS) is a proprietary methodology developed over nearly two decades of consulting practice and protected as the exclusive intellectual property of our Consulting. We intend to present this methodology in the proposal. We wish to clarify the scope of the School District’s intended IP provision. Specifically: (a) does the School District’s IP retention clause apply to the deliverables produced for the District — such as the final strategic plan, reports, and frameworks developed specifically for Mount Vernon City School District — as distinct from the underlying proprietary methodology used to produce them; and (b) would the District be willing to include contract language that distinguishes between District-owned deliverables and our Consulting’s proprietary DMS methodology, which would remain the exclusive intellectual property of our Consulting and be licensed, not assigned, for use in this engagement? **Please refer to the RFP concerning the District’s right to use any idea in a proposal regardless of whether it is selected and the District’s ownership of the work created by the engagement, the documentation and information provided by the District.**
8. **Question:** In preparing my proposal for submission, I have conducted due diligence on all insurance requirements specified in the RFP, including consulting a licensed insurance professional. Through that process, I have identified a specific insurance requirement that presents a significant and disproportionate financial burden for for-profit firms like our Consulting. I am requesting that the School District consider a waiver or modification of this requirement for this engagement.

The Insurance Requirement at Issue

The RFP requires Sexual Misconduct and Assault Liability Insurance with a limit of

\$1,000,000. While our Consulting fully understands and respects the School District's obligation to protect its students, staff, and community, I respectfully bring the following considerations to the School District's attention:

Cost Disparity Between For-Profit and Non-Profit Entities

Sexual Misconduct and Assault Liability Insurance is priced very differently depending on the nature of the insured entity. For non-profit organizations — including many vendors that school Districts commonly engage — this coverage is readily available at reasonable premium levels. For for-profit businesses, however, the same coverage carries substantially higher premiums. Our Consulting has been advised by a licensed insurance professional that this coverage for a for-profit entity could carry an annual premium of \$10,000 or more — a cost that is disproportionate to the scope, duration, and risk profile of this engagement. To put this figure in perspective, a \$10,000 insurance premium for a short-term strategic planning consulting engagement would be a significant financial burden that would materially affect the competitiveness and feasibility of our Consulting's proposal, without a commensurate reduction in risk to the School District.

Grounds for the Waiver Request

Our Consulting respectfully submits the following factors in support of this waiver request:

- **Nature of Services:** Our Consulting is engaged as a strategic planning consultant. Our work is conducted with School District leadership, administrators, Board members, and adult stakeholders. Our engagement does not involve direct, unsupervised contact with minor students at any point during the project.
- **Limited Duration of On-Site Presence:** The scope of this engagement is defined and time-limited. On-site presence in Mount Vernon will be confined to specific facilitated sessions, public forums, and Board presentations — all of which take place in structured, supervised settings with School District staff present.
- **California-Based Operations:** Our Consulting is headquartered in California. The majority of the work product for this engagement will be developed remotely, further limiting the need for physical presence at School District facilities.
- **Existing Coverage:** Our Consulting will carry Commercial General Liability, Professional Errors & Omissions, Cyber Liability, Workers' Compensation, and Excess/Umbrella coverage at the limits specified in the RFP. These policies collectively provide substantial protection for the School District across the full spectrum of consulting-related risks.
- **Disproportionate Financial Impact:** Requiring Sexual Misconduct and Assault Liability coverage from a for-profit consulting firm for a short-term, adult-facing strategic planning engagement imposes a cost that is materially disproportionate to the engagement's actual risk profile.

Formal Request

Based on the foregoing, our Consulting respectfully requests one of the following remedies, at

the School District's discretion:

- **Option A — Full Waiver:** That the Sexual Misconduct and Assault Liability Insurance requirement be waived in its entirety for our Consulting, given the nature, scope, and duration of this engagement.
- **Option B — Reduced Limit:** That the School District consider accepting a reduced coverage limit that is proportionate to the actual risk profile of a short-term, adult-facing consulting engagement.
- **Option C — Contractual Substitution:** That the School District consider accepting a written contractual covenant from our Consulting, in lieu of this specific policy, affirming that no unsupervised contact with minor students will occur at any point during the engagement.

We are fully committed to meeting all reasonable insurance requirements and to protecting the School District, its students, and its community. This request is not an attempt to circumvent the School District's risk management standards — it is a good-faith effort to identify a solution that is both protective and proportionate. **Any proposed change to the insurance requirements must be reviewed with the District's insurance consultant.**

- 9 I welcome the opportunity to discuss this matter further at your convenience. I am happy to provide any additional documentation or clarification that would be helpful to the School District's review. I appreciate your time and your thoughtful consideration of this request.
9. **Question:** Our firm is interested in this opportunity but we wanted to double check with you on the timeline. From our interpretation of the RFP document, it appears that the work must be completed by June 2026. Is this correct and does this include all data collection and a finalized strategic plan? **Please refer to the RFP Term of Engagement and the detailed scope of services. After the completion of the initial term. The district reserves the right to renew the resultant contract for an additional one (1) year term upon approval of the Board.**
- 10 **Question:** Could the District please share the anticipated budget or budget range for the strategic planning scope through June 30, 2026? Also, is there a budget or budget range for the potential one-year extension? Does the District have an existing strategic plan or prior planning documents that proposers could review to understand the starting point for this work? If not, would they be available to the selected proposer for review to support work execution? **Proposers may request access to the District's records in accordance with the District's records access policy.**
- 11 **Question:** What level of stakeholder engagement does the District expect (e.g., number of public forums, focus groups, surveys, or interviews)? **All of these in order to support a strong strategic plan. Mainly the first three (3).**
- 12 **Question:** What data and information will the District make available to support the needs assessment (e.g., student achievement data, climate surveys, enrollment trends,

financial data)? **NYS Assessments, I-Ready diagnostics, Regents Exams and Demographics.**

- 13 Question:** Does the District have any milestone dates they would like to achieve within the June 30, 2026 timeframe as required to meet any internal commitments (e.g., needs assessment, draft plan, and final strategic plan, etc.)? **Yes**
- 14 Question:** The RFP notes that the successful proposer will “*provide support and guidance to the District during the implementation phase, including monitoring progress with measurable key performance-based indicators/metrics, evaluating outcomes, and making adjustments to support our mission and vision as needed or requested;*” Could the district please clarify that this would be part of the potential one-year extension and not part of scope for the June 30, 2026 timeframe? **Please refer to the scope of work for this engagement. A timeline and work plan are required as part of the proposal.**
- 15 Question:** According to the proposed timeline, the Portrait of a Graduate framework should be in Phase 1: Installation. Are there existing materials or committees related to this work? **Yes**
- 16 Question:** Does the District envision the strategic plan taking into account any planned operational considerations such as school closures or restructuring (if any), facility renovations, staffing level changes, enrollment trends, etc.? **Yes**