



Public Schools of the Tarrytowns

Lauren Leone, CPPB, Purchasing Agent, 200 North Broadway, Sleepy Hollow, NY 10591
Ph: 914-332-4262 E-Mail: lleone@tufsd.org

REQUEST FOR PROPOSALS

RFP #2026-03

FULL DAY UNIVERSAL PRE-KINDERGARTEN PROGRAM

2026-2027

DUE: Thursday, April 23, 2026 by 2:00 PM EST

Return to:
Lauren Leone
Purchasing Agent
Public Schools of the Tarrytowns
200 N Broadway
Sleepy Hollow, NY 10591



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REQUEST FOR PROPOSAL – UNIVERSAL PRE-KINDERGARTEN PROGRAM

RFP # 2026-03

The Union Free School District of the Tarrytowns, hereinafter referred to as the “District” or “Tarrytown UFSD”, invites proposals for the Universal Pre-Kindergarten Program.

This is a one-year contract for the fiscal year 2026-2027 with up to four annual renewals, said term being subject to the annual review and recommendation of the Superintendent of Schools and the approval of the Board of Education of Tarrytown UFSD.

1. Introduction

Tarrytown UFSD invites proposals (“RFP”) from qualified agencies (the “Agency”) to administer the District’s full-day Universal Pre-Kindergarten (“UPK”) Program for the 2026-2027 school year, with an option to renew for the 2027-2028, 2028-2029, 2029-2030, 2030-2031 school years. The District is seeking the Agency to operate the UPK Program at the District’s John Paulding Elementary School and run the entire program. The District’s UPK Program currently serves a maximum of 144 pre-kindergarten (“Pre-K”) students in 8 full-day sessions of 6.5 hours.

The District is also seeking proposals from Agencies that have the capability to run additional classes for the UPK Program off site.

Tarrytown UFSD is a high-performing suburban school district serving a diverse population of approximately 2650 students, Prekindergarten through 12th grade.

2. PROPOSAL DUE DATE

Proposals will be accepted up until 2:00 pm on Thursday, April 23, 2026 in the Business Office, 200 N Broadway, Sleepy Hollow, N.Y. 10591 and submitted to the attention of Lauren Leone, Purchasing Agent.

Proposals received after the stated date will be returned to the sender, unopened. Each Proposer assumes the risk of any delay in the mail or by means of personal delivery, including any mishandling of mail and/or deliveries by employees of the District. Each Proposer is solely responsible for having its proposal deposited on time at the place specified.

Proposals will remain firm for a period of 60 days following the date of the opening and, thereafter, shall remain firm until and unless the Proposer provides written notice to the Tarrytown UFSD, Assistant Superintendent for Business that the proposal has been withdrawn.



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3. SITE VISIT and PRE-PROPOSAL QUESTIONS

A site visit will be conducted of the UPK locations on Friday, March 27, 2023 at 3:30 PM beginning at the main entrance of the John Paulding School, 154 N Broadway, Tarrytown, NY 10591.

Questions regarding this RFP will be accepted by the District Purchasing Agent until 4:00 PM on Monday, March 30, 2026. Answers will be distributed via e-mail, in the form of an Addendum to all specification holders that have returned a confirmation of participation in this RFP process by 4:00 PM on Wednesday, April 1, 2026.

The District reserves the right to amend the RFP based on questions and issues raised at any time prior to the RFP submission deadline.

Failure of any Proposer to receive any Addendum or interpretation issued shall not relieve any Proposer from any obligations of the RFP as so modified or interpreted. No oral interpretation of this RFP (including but not limited to its terms, instructions, appendices, or addenda) will be binding on the District. Only questions answered by formal written Addenda will be binding on the District.

Information obtained from any source other than Lauren Leone, the District's Purchasing Agent, is not official and may be inaccurate.

4. CONTRACT TERM

The contract, once awarded, shall be in effect from July 1, 2026 through June 30, 2027, with an option to renew annually for the 2027-2028, 2028-2029, 2029-2030 and 2030-2032 school years, at the discretion of the Board of Education, under the same terms and conditions as the awarded contract and, for each renewal year, the compensation to the Agency shall be limited to the compensation paid in the prior year increased by the lesser of (a) the consumer price index utilized to calculate the District's tax cap (CPI-U) and (b) two percent.

5. NATURE OF SERVICES REQUIRED

The District is seeking proposals from qualified agencies to Subcontract with the District under a Universal Pre-Kindergarten Grant pursuant to Section 3602-e of New York State Education Law, under the United States Department of Education and United States Department of Health and Human Services in Partnership with New York State Education Department. The Agency will work in collaboration and under the supervision of the District to provide pre-kindergarten placements. The Agency is expected to enhance program quality by adopting "best practices" program standards including valid and reliable measures of environmental quality, the quality of teacher-student interactions, and student outcomes.



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Successful proposer(s) shall provide Universal Pre-Kindergarten program services consisting of but not limited to, the following:

- A. 6.5 hours per day, five days per week program for up to 144 four-year olds for at least 180 days during the 2026-2027 school year. **Additionally, Agencies may submit proposals for UPK Program classrooms at off-site locations, maximum of 18 students per class.**
- B. The program must be aligned with all Tarrytown UFSD policies and will meet the requirements of the policies and procedures set forth in Appendix A.
- C. The Agency must be able to perform the diagnostic screening of students enrolling in the UPK program that is required by Part 117 of the Regulations of the Commissioner of Education (8 NYCRR Part 117) for the new entrants utilizing district approved assessments for the following: possibly gifted, a child with a disability, and limited English proficient. The Agency must also require UPK students to have a health examination (or provide a certificate on a prescribed form evidencing such examination), certificates or other proof of immunization, vision screening and hearing screening. Such diagnostic screenings must include a determination of the student's development in oral expression, listening comprehension, written expression, basic reading skills and reading fluency and comprehension, mathematical calculation and problem solving, motor development, articulation skills, and cognitive development.
- D. The Agency may be expected to seek to retain the current UPK teachers and teaching assistants that are servicing the District's UPK students at John Paulding Elementary School. (Consisting of 8 Teachers and 8 Teaching Assistants), if requested by the District
- E. The Agency will work with the District to align curriculum and instruction with NYS Prekindergarten Foundation for the Next Generation Learning Standards during the contracted period.
- F. The Agency will also adopt approved quality indicators of assessment using evidence based research that is developmentally appropriate and aligned with the District's curriculum of instruction, as determined by the Board of Education and Superintendent of Schools.
- G. The Agency will provide support services to children and families such as social and health related services by partnering with the District and other established partners such as Open Door Medical Centers and Family Services of Westchester.
- H. The Agency will follow the District established school calendar and hours of operation, including the requirement of a minimum of 6.5 instructional hours per day for each UPK student. Teachers, leaders and staff are expected to participate in District provided professional development days especially Superintendent Conference days. **See Appendix B for the District's 2026-2027 Calendar.**



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- I. The Agency shall provide early literacy and emergent reading instruction based on effective, evidence-based practices to the students attending the District's UPK Program, which shall include the following essential components:
- background knowledge;
 - phonological awareness;
 - expressive and receptive language;
 - vocabulary development;
 - phonemic awareness;
 - fluency; and
 - comprehension.
- J. The activities of the UPK Program shall be learner-centered and shall be designed and provided in a way that promotes each child's total growth and development, and ensures that:
- Children are encouraged to be self-assured and independent through a balanced schedule of teacher-initiated and child-initiated learning activities;
 - Instructional materials and equipment shall be arranged in learning centers that promote a balance of individual and small group activities; and
 - Teachers shall use intentional planning to focus instruction to meet differentiated learning styles of students.
- K. The instruction provided in the UPK Program shall be based on the ages, interests, strengths and needs of the children. Learning experiences in such programs shall include:
- differentiated instruction to support the acquisition of new concepts and skills;
 - materials and equipment which allow for active and quiet play in indoor and outdoor environments;
 - instruction in the content area of English language arts, mathematics, science, social studies and the arts, including dance, music, theatre and visual arts; that is
 - designed to facilitate student attainment of the State learning standards and is
 - aligned with the instructional program in the early elementary grades;
 - opportunities for participation in inquiry-based activities and projects;
 - opportunities to use a wide variety of information in print and electronic mediums;
 - fine and gross motor activities in prekindergarten; and
 - instruction on health and nutrition topics for students in prekindergarten.
- L. The students enrolled in the UPK Program shall be provided with nutritional meals for breakfast and lunch. Such meals shall be provided in an environment conducive to interaction between UPK students and staff members and at a time appropriate to meet the student's needs and provide sufficient time for eating and interaction.
- M. The Agency will help the transition of Pre-Kindergarten students to Kindergarten by providing the following services:
- Strengthening their cognitive skills.



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- Increase early literacy skills (reading, writing, speaking, listening and information processing).
- Increase their creative and artistic abilities.
- Improve inter and intra personal skills, feelings of self-worth, and become independent at a developmentally appropriate level.
- Increase appreciation of diversity and improve understanding of their own heritage and its relationship to self-image and interactions with others.
- Enhance personal, physical and emotional wellness following the components of NYSED Social Emotional Learning Benchmarks.
 - <http://www.p12.nysed.gov/ss/SEL.html>
- Increase physical skills including fine and gross motor movement, kinesthetic and spatial relationships.
- Encourage parental involvement in their child's education.
- Ensure parents have ease of utilization and access to program and program services.
- Integrate preschool children with disabilities.

N. The Agency will also meet the needs of English Language Learners in the following categories:

- Language Instruction Educational Programming — Included in the U.S. DOE's Every Student Succeeds Act's (ESSA) Early Learning Non-Regulatory Guidance which contains explicit language related to the instruction to ELLs and providing professional development to teachers: "States must assist teachers (including preschool teachers), principals, and other school leaders, state educational agencies, and schools in establishing, in implementing and sustaining effective language instruction educational programs designed to assist in teaching English Learners including immigrant children and youth." [SEC.3102 Purposes]. In light of this guidance, the Agency teachers must:
 - i. Understand language development.
 - ii. Recognize the connection between the home language and English. iii. Connect oral language to emergent literacy.
 - iv. Provide bilingual supports
- Multilingual Learner Identification
 - i. Establish the use of [NYSED's Emergent Multilingual Learners Language Profile for Prekindergarten Students](https://www.nysed.gov/bilingual-ed/emergent-multilingual-learners-prekindergarten-programs):
<https://www.nysed.gov/bilingual-ed/emergent-multilingual-learners-prekindergarten-programs> to identify students who speak a language other than English.
 - ii. Provide a combination of supports and instruction in the students' home language(s) while learning English (as per NYSED recommendation):
 - 1. Developmentally, culturally and linguistically responsive Pre-K academic curriculum and instruction.



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- O. All individuals providing services to students in the Universal Pre-Kindergarten Program must comply with the New York State Safe Schools Against Violence in Education (SAVE) law fingerprinting requirements. All such individuals must be cleared by the New York State Education Department in accordance with the provisions in the SAVE law prior to providing service under the Universal Pre-Kindergarten Program. Proof must be presented to the District of such clearances.
- P. Universal Pre-Kindergarten regulations specify that the nursery/daycare center cannot charge parents for the portion of its program that is paid for by Universal Pre Kindergarten funds. As a result, all participating families may be asked to sign a form verifying that they are not being charged tuition at all). In addition, if a proposer is reimbursed by an outside funding source (e.g. State, Federal and or foundation funds) for a child, it cannot also accept Universal Pre-Kindergarten funding for the portion of the day already being subsidized.
- Q. The Agency awarded a contract through this solicitation will have to complete the Data Security and Privacy Plan that is attached to this RFP. The Agency understands that in performing the contract to be awarded through this RFP, the Agency may have access to or acquire confidential information in possession of the School District or others, including, but not limited to names, facts or information about students, children and families. It is agreed that the definition of confidential information includes all documentary, electronic or oral information made known to the Agency concerning UPK attendees through any activity related to the contract awarded as a result of this RFP. The Agency agrees it, its officers, employees and/or agents shall keep all confidential information in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, for the Agency's own benefit or for the benefit of another, either during or after the performance of the awarded contract, the content of such confidential information, directly or indirectly to any third-party, except as explicitly provided for in awarded contract or as explicitly authorized in writing by a parent or guardian of a UPK attendee or the Principal Contact Person of the District. The Agency understands that any unauthorized disclosure, publication and/or communication of such confidential information shall be considered a breach of the awarded contract. The Agency agrees that if it receives a request for disclosure of confidential information, including but not limited to student data or teacher or principal data as defined by New York Education Law Section 2-d, pursuant to a statute, subpoena or court order, it shall notify the District prior to disclosing the confidential information, unless providing notice of the disclosure is expressly prohibited by the statute, subpoena or court order.
- R. The Agency is prohibited from engaging in religious worship, religious instruction, or proselytizing during the UPK Program.



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6. DISTRICT OVERSIGHT (At District Facilities)

The District will provide direct oversight of the program via a District-employed New York State Certified School Administrator. The Administrator's responsibilities will include:

- A. monitoring the awarded contract and provide oversight of the Agency's program and support services.
- B. Collaborating with the Agency's Education Director on all program management, educational issues, design and implementation of Kindergarten transition and vertical articulation, child find responsibilities, curriculum, and bilingual education.
- C. Participating in the development, structure and delivery of instructional services, including program assessment.
- D. Providing the Agency with support or guidance in hiring, staff observations and evaluations, if deemed necessary.
- E. Providing support or guidance in consultation with the Agency's Education Director on teacher continuance based on the observation and evaluation processes, if deemed necessary.
- F. Will unilaterally determine the student selection process for participation in the program, via lottery.

7. NYSED

The Agency shall be familiar with the following resources available on the NYSED site:

- 1. Applicable laws and regulations for Universal Pre-Kindergarten Programs listed at <http://www.nysed.gov/early-learning/laws-and-regulations>
- 2. Field Memoranda and Guidance Documents concerning early learning available at: <https://www.nysed.gov/early-learning/field-memos-and-guidance-pertaining-early-learning>
- 3. NYSED "Frequently Asked Questions" re UPK available at <http://www.p12.nysed.gov/upk/faq.html>
- 4. <https://www.nysed.gov/early-learning/voluntary-registered-nursery-schools-and-kindergartens>

8. PROPOSAL EVALUATION

Proposals received will be evaluated by a committee to be determined at a later date.

Agencies that are willing to provide the described services as requested above, shall be evaluated on the basis of experience and qualifications, including the criteria described below.

- 1. Quality of proposed comprehensive UPK Program
- 2. General experience in the field



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3. Experience and qualifications of the professional staff assigned to the program
4. Submission of a cost effective budget
5. the eligible agency's capacity to effectively, efficiently and immediately provide needed services;
6. the ease of utilization and accessibility of the program to parents and/or guardians;
7. capacity to provide ongoing staff development;
8. staffing patterns;
9. documentation that all applicable health and safety codes and licensure or registration requirements are met along with a copy of the proposers Safety Plan and Health and Safety Protocols;
10. anticipated fiscal share and other resources that will be contributed to the UPK Program;
11. program design and experience in providing developmentally-appropriate programs;
12. fiscal solvency;
13. stability of staff, rate of turnover and ability to fill vacancies in a timely manner;
14. articulated mission/philosophy statements;
15. record management and documentation procedures followed by the Agency;
16. administrative structure;
17. capacity and experience in serving children with disabilities;
18. capacity and experience in serving children and their parents and/or guardians when they are limited English proficient;
19. children's progress as demonstrated by assessments; and
20. demonstrated effectiveness of the Agency's program.

EVALUATION CRITERIA

Previous Experience of Proposer with UPK programs	25%
Required experience and qualifications of the professional staff assigned to the program	25%
Quality of proposed comprehensive UPK program	25%
Submission of cost-effective budget	25%

Proposals will be evaluated considering the methods to be used to meet the requirements of the UPK Program and the availability of qualified personnel who are proposed to provide the services.

Assessment of the Proposers' past and present performance will be one of the means of evaluating the credibility of the Proposal and the relative capability to meet the requirements of the Scope of Services sought for the UPK Program.

Client reference must be current, representative of similar New York State projects requested in this RFP, and these similar projects must have included the personnel proposed for this project.



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The award will be made to that responsible Proposer(s), whose Proposal conforms to the requirements of this RFP, and is considered most advantageous to the School District, considering the Proposal Evaluation criteria in this section. In making the determination of the award, the School District's decision will be final.

The District reserves the right to: (i) not select any of the Agencies that submit proposals; (ii) require Agencies to submit to a personal interview and/or submit additional or clarifying information; (iii) to reject any or all proposals; (iv) to waive any informalities in the proposals; and (v) to negotiate terms of service and compensation with the Agencies that submit proposals.

During the evaluation process, the Board of Education or its designee, may, at its discretion, request any one or all agencies to make oral presentations. Such presentations will provide agencies with an opportunity to answer any questions the Board of Education or its designee may have regarding the agency's proposal. Not all agencies may be asked to make such oral presentations.

The District reserves the right without prejudice to reject any or all proposals. This RFP does not commit the District to award a contract or pay any cost incurred in the preparation of a proposal in response to this RFP.

9. INVESTIGATION OF QUALIFICATIONS

The work and services described in this Request for Proposals include the performance of activities directly affecting the safety of the prekindergarten students of the District. The District may make any investigation necessary to determine the ability of any Agency submitting a proposal to fulfill the requirements of the contract to be awarded, and each Agency shall furnish the District with all such information for this purpose as the District may request.

The District reserves the right to investigate all references and information submitted by each Agency pursuant to the requirements of this RFP. The final selection of an Agency shall be made at the discretion of the District's Board of Education based upon all relevant factors, including but not limited to price.

10. INSURANCE REQUIREMENTS

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the universal Pre-K provider hereby agrees to effectuate the naming of the District as an Additional Insured on the universal Pre-K provider's insurance policies, except for workers' compensation and N.Y. State 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 organization's coverage shall be primary and non-contributory coverage



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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 for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. 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.

3. At the District's request, the universal Pre-K provider shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the universal Pre-K provider will provide a copy of the policy endorsements and forms.

Coverage for sexual misconduct must be affirmed. There will be no restrictions and/or exclusions involving Sexual Assault and Molestation related claims.

4. The universal Pre-K provider agrees to indemnify the District for applicable deductibles and self-insured retentions.

5. Minimum Required Insurance:

- a. Commercial General Liability Insurance \$1,000,000 per Occurrence/\$2,000,000 Aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Sexual Misconduct and Assault
\$100,000 Fire Damage
\$10,000 Medical Expense
- b. Automobile Liability \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
- c. Workers' Compensation and NYS Disability Insurance Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees [per NYS WC and Disability laws]. 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.
- d. Professional Errors and Omissions Insurance \$1,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the 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.



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- e. Umbrella/Excess Insurance \$1,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability and Auto Liability coverages (where applicable).

6. The Universal Pre-K provider 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 Universal Pre-K provider 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 the same shall not be deemed a waiver of any rights held by the District.

11. CONTRACT PROVISIONS

The contract awarded, if any, as a result of this RFP shall contain the following provisions:

A. Indemnification: To the extent permitted by law, the Agency awarded a contract as a result of this RFP shall agree to defend, indemnify and hold harmless the District, its employees, officers, agents and Board of Education for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed claim, liability, action, suit or proceeding of whatever name or nature as the same may relate, in any manner, to the services provided by Agency, its officers, directors, owners, members, employees, contractors or agents pursuant to the awarded contract, including but not limited to any act, error or omission, misstatement, misleading statement, neglect or breach of duties by Agency, its officers, directors, owners, members, employees, contractors or agents taken or made with respect to the awarded contract. Said indemnification and defense shall apply to any claim, liability, suit, proceeding and action in which the District, its employees, officers, agents and/or Board of Education may be named as a party, notwithstanding that the Agency may deem said claim, liability, suit, proceeding or action frivolous or without merit.

B. No Discrimination: To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Agency agrees it shall not discriminate against any employee or applicant for employment or individual associated with the District because of race, creed, color, sex, national origin, sexual orientation, gender identity or expression, age, disability, predisposing genetic characteristics, military status, familial status, marital status, status as a victim of domestic violence or any other basis protected by law. Services provided pursuant to the awarded contract shall be provided without regard to the prekindergarten students actual or perceived race, creed, color, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age or disability.



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C. No Assignment: the Agency awarded a contract as a result of this RFP may not assign, transfer or convey any of its respective rights or obligations under the awarded contract or subcontract any portion of the services set forth herein, without the prior written consent of the District, which consent may be withheld for any reason whatsoever or for no reason.

D. Modification or Amendment: No amendment, change or modification of the awarded contract shall be valid unless in writing, signed by both the District and the Agency.

E. Governing Law: The awarded contract shall be governed by the laws of the State of New York. Any litigation between the parties shall be heard at a venue in an appropriate court located in Westchester County, New York.

F. Compliance with Laws: The Agency awarded a contract as a result of this RFP shall comply, at its own cost and expense, with all applicable Federal, State and local statutes, rules, regulations and ordinances including, but not limited to, the New York State Safe Schools Against Violence in Education (SAVE) legislation, the Protection of People with Special Needs Act (PPSNA), the Federal Family Educational Rights and Privacy Act ("FERPA") and Section 2-d of the New York State Education.

- 1) The Agency awarded a contract as a result of this RFP shall obtain and maintain any necessary permits, licenses, registration and/or approvals of governmental authorities that are applicable to the services to be provided pursuant to the awarded contract, those required by the New York State Department of Education and/or the District.
- 2) The Agency awarded a contract as a result of this RFP shall adhere to all requirements, protocols, policies and regulations of the New York State Education Department (including but not limited to the Commissioner of Education) applicable to the services that are the subject of the awarded contract.
- 3) The Agency awarded a contract as a result of this RFP agrees and understands that all individuals providing services under this Agreement who will have direct contact with students must be cleared by the New York State Education Department prior to providing the services required by the awarded contract. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services required by the awarded contract. If the Agency awarded a contract as a result of this RFP utilizes an individual who is required to but has not obtained fingerprinting clearance with the New York State Education Department, the District shall have the right to immediately terminate the awarded contract. The Agency awarded a contract as a result of this RFP agrees to cooperate with the District and to complete all necessary forms or procedures to obtain required fingerprinting and criminal history checks, all at no cost or expense to the District.



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G. Termination:

- 1) The awarded contract may be terminated by the District with or without cause upon sixty (60) days prior written notice to the successful proposer(s). Upon such termination, the successful proposer(s) shall be paid for all work performed in accordance with the awarded contract through the date of termination. The successful proposer(s) shall not be entitled to any additional payments, whether on account of lost profits or otherwise.
- 2) The awarded contract may be terminated for cause by the District in the event of a breach of the awarded contract by the successful proposer(s), upon five (5) days' written notice from the District, unless a shorter period of time is specifically provided for elsewhere in the awarded contract. In the event of such termination, the District shall only be responsible to pay for services actually rendered by the successful proposer(s) in full compliance with the awarded contract prior to the termination on a pro rata basis and may deduct from such sums owed any costs incurred by the District as a result of the successful proposer(s)'s breach.

12. CONTACT INFORMATION AND ANTICIPATED PROPOSAL TIMELINE

CONTACT INFORMATION;

Lauren Leone
Purchasing Agent
200 N Broadway
Sleepy Hollow, NY 10591
Phone: 914-548-4671
E-mail: lleone@tufsd.org

TIMELINE: for illustrative purposes only, can be changed

March 13, 2026	Release Date for RFP
March 20, 2026	Confirmation of Participation Due
March 27, 2026	Site Visit of District Pre-K Locations
March 30, 2026	RFP Questions Due
April 1, 2026	RFP Answers Distributed via Addendum
April 23, 2026	RFP Due Date
Beginning April 27, 2026	Proposal Review and Interviews
May 2026	Contract Award (estimated)
Before 9/1/2026	Contract Start Date



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QUESTION AND ANSWER PERIOD:

As previously stated, Questions regarding this RFP will be accepted by the District Purchasing Agent until 4:00 PM on March 30, 2026. Answers will be distributed via e-mail, in the form of an Addendum to all specification holders that have returned a confirmation of participation in this RFP process by 4:00 PM on April 1, 2026.

13. PROPOSAL REQUIREMENTS

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the Agency seeking to provide the service of administering the District's UPK Program. The substance of proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the qualifications of the agency and of the particular staff to be assigned to this engagement. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposing Agency's capabilities to satisfy the requirements of this RFP.

A. Submission of Proposals: Please provide one (1) original, three (3) copies and one (1) electronic copy in USB of your proposal response. **Submittals that are faxed, or emailed, will NOT be accepted.** No late submissions will be accepted. The Agency is solely responsible for ensuring that its proposal is received by Lauren Leone, Purchasing Agent, prior to the time and date set forth herein as modified if at all by an Addenda. The entire proposal submitted in response to this RFP shall be placed in a sealed envelope marked with the words: "2026-03 - PROPOSAL FOR UNIVERSAL PRE KINDERGARTEN PROGRAM."

All proposals must be sent to the following address and received at that address in the Administration Building **before 2:00 p.m. on Thursday, April 23, 2026** unless such date and time is modified by Addendum, in which case all proposals must then be received before the time and date set forth in the Addendum.

Tarrytown UFSD
Lauren Leone, Purchasing Agent
200 North Broadway
Sleepy Hollow, NY 10591

B. Proposal Content: The proposal package shall include the following items:

1. One (1) original, three (3) copies and one (1) electronic copy in USB
2. Title Page showing the RFP's subject; the Agency's name; the name, address and telephone number of a contact person; and the date of the proposal.
3. A signed letter of transmittal that briefly states the Agency's understanding of the services to be performed, the commitment to perform the services within the time period specified in this RFP, a statement why the Agency believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm offer to provide the service of administering the



Public Schools of the Tarrytowns

Lauren Leone, CPPB, Purchasing Agent, 200 North Broadway, Sleepy Hollow, NY 10591

Ph: 914-332-4262 E-Mail: lleone@tufsd.org

District's Universal Pre Kindergarten (Pre-K) Program for the 2026-2027 school year with an option to annually renew for 2027-2028, 2028-2029, 2029-2030 and 2030-2031 school years.

4. Completed Form of Proposal

5. Three (3) references with name and contact information.

6. List of school district clients to whom services were provided in:

a. 2024-2025 school year.

b. 2025-2026 school year.

7. The name(s) of principals, partners, or employees in the Agency, if any, who have done business with the District in the last 5 years and the nature of that business with the District. For purposes of this subparagraph, "doing business with the District" includes vending or other contractual obligations to the District or being an applicant for employment in the District.

8. Disclosure and description of any disciplinary proceedings pending against the Agency in any jurisdiction or whether discipline has been previously imposed against the Agency in any jurisdiction. If discipline has previously been imposed, state the date, jurisdiction, nature of the cause for disciplinary action and the penalty imposed. If proceedings are pending, specify the jurisdiction, the charges and the likely time of their disposition.

9. Disclosure and description of any arrests or convictions against any owner, officer, director, member or employee of the Agency.

10. Assurance of ability to provide executed copies of the Certificates of Insurances.

11. A completed Agency Information Form

12. A completed Non-Collusive Certification

13. A completed Background / Criminal Check Certification

14. A completed Proposer Warranties

15. A completed and notarized Iran Divestment Act Certification

16. A completed and notarized Hold Harmless Agreement

17. A completed Confirmation of Participation to be submitted by date indicated

18. A completed Reference Sheet

19. A completed Form of Disclosure

20. A completed Data and Security Privacy Plan Agreement

21. A completed Parents Bill of Rights for Data Privacy and Security

22. A completed Vendor ACH Payment Form, if not already on file with the District

23. A completed W-9 form, if not already on file with the District

14. TECHNICAL PROPOSAL REQUIREMENTS

Each Agency shall respond to each section to the descriptors located in the body of this document in order to detail how the Agency will meet the goals and objectives of the Tarrytown UFSD Pre-Kindergarten Program Plan.

A. Agency Background:

Detail Agency's history in providing quality early childhood programs along with information regarding services provided to children with disabilities and children with limited English proficiency.



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B. Pre-Kindergarten Services:

1. How the Agency will meet the goals and objectives of the Tarrytown UFSD Pre-Kindergarten Program, meet the requirements of Section 5 of this RFP and help kids in their transition to Kindergarten.
2. Detail how a child's progress will be documented by assessments.
3. Describe the early childhood services the Agency would provide through the 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 Prekindergarten Foundation for the Next Generation Standards.
 - Provide support services to children and families such as social and health related services.
 - The on-going staff development opportunities in which Pre Kindergarten staff would be engaged.
 - How many students can the organization provide services for?
 - How many classrooms can the organization support?
4. Describe the collaborative relationship the Agency proposes to have with the Tarrytown UFSD.

C. Resume and detailed work experience of the Education Program Director.

D. Program Staffing:

1. Explain the administrative structure of the Agency and how records are managed within the agency. Describe documentation procedures followed by the Agency. **A full-time Social Worker for Pre-Kindergarten Students is requested. Please note in the form of proposals .**
2. Describe the supervisory structure for the proposed Pre-Kindergarten services, including detailed resumes of all staff that will be assigned to this contract.
3. Describe the process for coverage or substitution of staff as well as the ability of the organization to fill vacancies in a timely manner.
4. Describe the required minimum qualifications and experience for each position that will be staffed for the District program.



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E. Program Budget:

Parents cannot be charged a fee for participation in the Universal Pre Kindergarten Program.

1. Provide a spreadsheet detailing all the program costs including but not limited to professional salaries, support staff salaries, purchased services, supplies and materials, travel expenses, employee benefits, indirect costs, equipment and any applicable transportation cost.
2. Detail any local matching funds to be used to support the Universal Pre kindergarten program.

END OF SECTION



Public Schools of the Tarrytowns

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APPENDIX A

UFSD OF THE TARRYTOWNS UNIVERSAL PRE-K POLICIES AND PROCEDURES

1. **Curriculum and Instruction:** The Agency will provide for an age and developmentally appropriate curriculum and activities that are learner-centered and play-based. Curriculum materials will be selected and/or approved by the District.
2. **Screening and Assessment:** The Agency will administer the District approved screening assessment to each student at the beginning of each school year as well as at the end of the school year. The results of this screening assessment will be used to determine if a referral to the District's Committee for PreSchool Special Education ("CPSE") is appropriate and to identify if additional support is necessary. In addition, the Agency will administer the District approved and curriculum-based assessment three times per school year- specifically in the Fall, Winter and Spring.
3. **Ensuring Continuity of Instruction and Transition to School-Age Programs:** With guidance from the District, the Agency will provide workshops and parent meetings regarding the Pre-Kindergarten to Kindergarten transition process.
4. **Identification, Inclusion, and Support of Students with Special Needs:** The Agency will assure that students with disabilities participate in regular education activities unless otherwise indicated in the students' Individualized Education Program ("IEP") and that accommodations are made, as needed. The Agency will use the results of the screening assessment, classroom observations, and teacher or parental concerns to identify children who may require a referral to the CPSE. The Agency will work with parents and the District to make referrals for testing and services.
5. **Inclusion, Instruction, and Support of English Language Learners:** The Agency will support diversity, parent involvement and the retention/promotion of a student's home language as he/she progresses toward English learning. As much as is practicable, the Agency will provide oral and written communication to parents/families in their preferred language. The Agency will provide opportunities for students' literacy development in the home language, while also promoting acquisition of English in an inclusive classroom setting. The Agency will ensure that the developmental and social emotional screening processes, and the provision of special services for students, are inclusive and respectful of their language and culture.
6. **Staffing:** All Agency UPK teachers must possess one of the following: (a) a teaching license or certificate valid for services in the early childhood grades pursuant to Part 80 of the Regulations of the Commissioner of Education, 8 N.Y.C.R. R. Part 80 ("Part 80"); or (b) a teaching license or certificate for students with disabilities valid for services in the early childhood grades pursuant to Part 80; or (c) a bachelor's degree in early childhood education or a related field together with a written plan to obtain a certification valid for service in the early childhood grades pursuant to Part 80 within five years; or (d) a teaching license or certificate valid for services in the childhood grades pursuant to Part 80 together with a written plan to obtain a certification valid for service in the early childhood grades pursuant to Part 80 within five years. Until all of the Agency's UPK teachers servicing students at John Paulding and off-site programs possess a



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teaching license or certificate valid for services in the early childhood, the Agency shall employ an on-site education director for all hours the UPK Program is in operation. The Agency Education Director will be responsible for program implementation and must also possess a teaching license or certificate valid for services in the early childhood grades. In addition, 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. Furthermore, the Agency must have at least one teacher and one teaching assistant working in each UPK classroom that has up to 18 students. If a UPK class has 19 or 20 students, there must be one teacher and two teaching assistants. No UPK class shall exceed more than 20 students.

7. **Professional Development:** To ensure continuity from Pre-K to grades K-3, all Agency UPK teachers and Education Directors will be required to attend relevant grades K-3 professional development activities. The District will provide Pre-K specific professional development each year. The Agency is responsible for tracking the professional development hours attended by each teacher and the Education Director. The Education Director will be required to pursue professional development dedicated to implementing and sustaining effective language instruction educational programs designed to assist in teaching English Language Learners including immigrant children and youth.
8. **Family Engagement and Support:** The Agency will provide parents with opportunities to gain an understanding of the SUFDPK program and curriculum, participate in parent education programs and conferences and understand the process of applying for kindergarten in the District. Written communication to parents will be provided in the parents' native language when possible.
9. **Physical Well-being and Health:** The Agency will provide adequate time for daily outdoor play as weather permits.
10. **Partnerships with Community, Non-profit, and Educational Institutions:** Efforts will be made with various community/non-profit organizations and educational institutions to form partnerships that will result in field trips and guest speakers/events to benefit the academic, social and emotional needs of Pre-K students.
11. **Program Oversight and Fiscal Management:** The Agency 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 funds. The Agency will maintain a UPK budget that is separate from all other funding sources. The Agency will have processes and systems in place to safeguard against supplanting funds. The District will maintain separate budget codes for UPK funds.



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APPENDIX B

2026-2027 School Calendar

August

31 Superintendent's Conference Day

September

1 Superintendent's Conference Day

2 First day of school

7 Labor Day

12-13 Rosh Hashanah

21 Yom Kippur

October

12 Italian Heritage/Indigenous People's Day

November

3 Superintendent's Conference Day

8 Diwali

11 Veterans' Day

25 Early Dismissal Day

26-27 Thanksgiving Recess

December

23-31 Holiday Recess

January

1 Holiday Recess

4 School Resumes

18 Martin Luther King, Jr. Day

February

7 Lunar New Year

15 Presidents' Day

16-19 Winter Recess

March

10 Supt. Conf. Day /Eid al-Fitr

22-29 Holiday Recess

April

22-23 Holiday Recess

May

17 Eid-al-Adha/Supt. Conference Day

31 Memorial Day

June

18 Juneteenth (Observed)

23-25 1/2 Day For Students

25 Last Day of School

September				
M	T	W	TH	F
31	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

October				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

November				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

December				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

January				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Key	
	School Closed
	No Students, Staff Only
	School Open
	½ day for Students
	1/2 day for Students and Staff

Summary			
September	19	February	15
October	21	March	16
November	17	April	20
December	16	May	19
January	19	June	18
	92		88
Total			180

February				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

March				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

April				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

May				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

June				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

School Closures	
If we are forced to close for more than four (4) days, the following days will be deducted in this order:	
March 29, 22, 23	

SS= 180

Staff= 185

Adopted by The Board of Education



Public Schools of the Tarrytowns

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Tarrytown UFSD RFP 2026-03 UNIVERSAL PRE-KINDERGARTEN AGENCY INFORMATION

Agency's Name:
Address:
Telephone:
Fax:
Email Address:
Web/blog site Address:
Contact Person and Title:
Type of Organization: ☐ Public Institution ☐ Private Non Profit ☐ Private Profit <i>Please attach proof of organizational status (e.g. 501©(3) IRS letter)</i>
Statement of the Organization's Mission:
Chief Executive Officer:
Signature of Chief Executive Officer:



Public Schools of the Tarrytowns

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FORM OF PROPOSAL

The District is seeking proposals based on a per child rate for full day Pre Kindergarten for both on site and off site services. The maximum number of students that may be served in the District, on site, is 8 classes of 18 students (total 144 students). Off site number of students will be based on whether additional PreK seats are needed after the District fills the 8 classes.

RFP 2026-03 Universal Pre-K	Cost Per Child <i>At District Facilities</i>	Cost Per Child <i>At District Facilities</i> , providing a full-time social-worker.
1 Class of 18	\$	
2 Classes of 18	\$	
3 Classes of 18	\$	
4 Classes of 18	\$	
5 Classes of 18	\$	
6 Classes of 18	\$	
7 Classes of 18	\$	
8 Classes of 18	\$	

RFP 2026-03 Universal Pre-K	Cost Per Child <i>At Provider Facilities</i>
1-3 students	\$
4-6 students	\$
7-9 students	\$
10-13 students	\$
13-17 students	\$
Full class of 18	\$



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NON-COLLUSIVE BIDDING CERTIFICATION

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods 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 of its knowledge and belief:

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

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 competitor; 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 the foregoing certification, the bidder shall so state and shall furnish with 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 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 a 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 of subparagraph one (a).



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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, and where such bid contains the certifications referred to in subdivision II of this 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 bid and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

The bidder affirms the above statement as true under the penalties of perjury.

PROPOSER COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINTED NAME AND TITLE OF SIGNER: _____

SWORN to before me this _____ day of _____, 202_

(Notary Public)



Public Schools of the Tarrytowns

Lauren Leone, CPPB, Purchasing Agent, 200 North Broadway, Sleepy Hollow, NY 10591
Ph: 914-332-4262 E-Mail: lleone@tufsd.org

BACKGROUND / CRIMINAL CERTIFICATION (This form must be signed and notarized)

As part of this submission, I certify that I have performed background / criminal checks on all staff / employees under our employ, who will be assigned to the District as per the contract from this RFP. I understand that all staff / employees might come in direct contact with students and they have not been convicted of a felony or any offense in sexual nature involving a child.

Furthermore, I understand that the duty to certify is continuous in nature and extends to future staff / employees and staff / employees of subcontractors for the duration of the contract.

SIGNATURE _____ Date: _____

PRINTED NAME AND TITLE OF SIGNER: _____

SWORN to before me this _____ day of _____, 202__

(Notary Public)



Public Schools of the Tarrytowns

Lauren Leone, CPPB, Purchasing Agent, 200 North Broadway, Sleepy Hollow, NY 10591

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PROPOSER WARRANTIES AND CERTIFICATION

- A. The person/entity submitting this proposal warrants that he/she/it is willing and able to comply with State of New York laws and regulations.
- B. The person/entity submitting this proposal is willing and able to obtain an error and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, directors, owners, members, employees or agents thereof.
- C. The person/entity submitting this proposal will not delegate or subcontract his/her/its responsibilities under the awarded contract without the express prior written permission of Tarrytown UFSD.
- D. The person/entity submitting this proposal warrants that all information provided by him/her/it in connection with this proposal is true and accurate.
- E. The person/entity submitting this proposal warrants that he/she/it has read this Request for Proposal (RFP) to provide the service of administering the District's Pre-Kindergarten (Pre-K) Program and fully understands its intent. The person/entity submitting this proposal certifies that he/she/it have adequate personnel, equipment, and facilities to fulfill the requirements of this RFP. The person/entity submitting this proposal understands that its/his/her ability to meet the criteria and provide the required services shall be reviewed by the District, which will develop a recommendation for the Board of Education's consideration regarding the selection of the most advantageous proposal.
- F. The person/entity submitting this proposal understands that all information included in, attached to, or required by this RFP shall become public record upon delivery to the District. The person/entity submitting this proposal certifies that the submission of this Proposal is a binding commitment to provide the service of administering the District's Pre-Kindergarten (Pre-K) Program requested as proposed herein.
- G. The person/entity submitting this proposal certifies, under penalty of perjury, that he/she/it has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the NYS Labor Law.

FIRM NAME: _____

ADDRESS: _____

SIGNATURE: _____ DATE: _____

PRINT NAME AND TITLE OF SIGNER: _____

PHONE: _____ EMAIL: _____



Public Schools of the Tarrytowns

Lauren Leone, CPPB, Purchasing Agent, 200 North Broadway, Sleepy Hollow, NY 10591

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CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment 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 including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNATURE: _____ DATE: _____

PRINT NAME AND TITLE OF SIGNER: _____

SWORN to before me this _____ day of _____, 202__

(Notary Public)



Public Schools of the Tarrytowns

Lauren Leone, CPPB, Purchasing Agent, 200 North Broadway, Sleepy Hollow, NY 10591

Ph: 914-332-4262 E-Mail: lleone@tufsd.org

HOLD HARMLESS AGREEMENT

It is hereby agreed and understood that the person or entity submitting this proposal if awarded a contract by Tarrytown UFSD ("Contractor") agrees, to the maximum extent permitted by law, to hold harmless and indemnify Tarrytown UFSD, the Board of Education of Tarrytown UFSD, or any officer, agent, servant, or employee of the Tarrytown UFSD from any lawsuit, action, proceeding, liability, judgment, claim or demand which may arise out of:

- A. Any injury to person or property sustained by the Contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the awarded contract, however caused;
- B. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error or omission of the Contractor, its agents, servants, or employees or any person, firm or corporation, directly or indirectly employed by them upon or in connection with performance under the awarded contract.

The assumption of indemnity, liability and loss hereunder shall survive Contractor's completion of service or other performance under the awarded contract and any termination of the awarded contract. The Contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Tarrytown UFSD, the Board of Education of Tarrytown UFSD, or any officer, agent, servant, or employee of the Tarrytown UFSD on any claim or demand, and shall satisfy any judgment that may be rendered against the Tarrytown UFSD, the Board of Education of Tarrytown UFSD, or any officer, agent, servant, or employee of the Tarrytown UFSD.

This Indemnification, Defense and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that the Contractor may deem the same to be frivolous or without merit. It is intended that this Agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Contractor.

SIGNATURE: _____ DATE: _____

PRINT NAME AND TITLE OF SIGNER: _____

SWORN to before me this _____ day of _____, 202__

(Notary Public)



Public Schools of the Tarrytowns

Lauren Leone, CPPB, Purchasing Agent, 200 North Broadway, Sleepy Hollow, NY 10591
Ph: 914-332-4262 E-Mail: lleone@tufsd.org

Tarrytown UFSD RFP 2026-03 UNIVERSAL PRE-KINDERGARTEN

Confirmation of Participation

Bidder Company Name: _____

Contact Name: _____

Address: _____

Phone: _____ Email: _____

Tax ID#: _____

Signature of Company Representative: _____ Date: _____

The company/organization intends to submit a proposal for RFP #2026-03 _____

The company/organization will NOT be submitting a proposal for RFP #2026-03 but would like to remain on the vendor list for these services for the future. _____

Please complete and return this form to Lauren Leone no later than Friday, March 20, 2026.

Via E-mail: lleone@tufsd.org



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Tarrytown UFSD RFP 2026-03 UNIVERSAL PRE-KINDERGARTEN FIRM REFERENCE FORM

FIRM NAME: _____

Please list (5) five references that your firm has serviced in a manner similar in scope to the specifications contained in this Proposal. References are part of the Proposal Documents and failure to supply these references may result in the rejection of your proposal.

1. School District/Public Sector: _____

Contact Name/Title: _____

Address: _____

Telephone: _____ Email: _____

Date(s) of Service: _____

2. School District/Public Sector: _____

Contact Name/Title: _____

Address: _____

Telephone: _____ Email: _____

Date(s) of Service: _____

3. School District/Public Sector: _____

Contact Name/Title: _____

Address: _____

Telephone: _____ Email: _____

Date(s) of Service: _____



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FORM OF DISCLOSURE

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE FIRM:

Name

Title

1. Does any UFSD of the Tarrytowns Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the firm?_____ If yes, set forth the basis upon which a financial interest exists in the firm:
2. Has the firm or any of its officers, directors, partners, or controlling principals possessed any interest in transactions heretofore entered into with UFSD of the Tarrytowns School District?_____ If yes, please describe transaction(s):
3. Does any direct relative of a member of the Board, administrators, or staff possess any financial interest, directly or indirectly, in the firm (For purpose of this inquiry a direct relative is to be defined as a parent, spouse, child or sibling)._____ If yes, set forth below the UFSD of the Tarrytowns School District Board Member, administrator, or staff member whose relation possess an interest and the relationship:

THE UNDERSIGNED AFFIRMS THAT THE ABOVE STATEMENTS ARE TRUE AND UNDERSTANDS THAT ANY FALSE STATEMENT SHALL CONSTITUTE A VIOLATION OF THE PENAL CODE OR GENERAL MUNICIPAL LAW AS APPLICABLE.

SIGNATURE:_____DATE:_____

PRINT NAME AND TITLE OF SIGNER:_____

SWORN to before me this_____ day of _____, 202_

(Notary Public)



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Tarrytown UFSD

RFP 2026-03 UNIVERSAL PRE-KINDERGARTEN DATA SECURITY AND PRIVACY PLAN AGREEMENT

_____, having offices at _____ (hereinafter “Third-party Contractor”) and the Union Free School District of the Tarrytowns, having offices at 200 North Broadway, Sleepy Hollow, New York 10591 (hereinafter “School District”) hereby agree to make this Data Security and Privacy Plan part of their Agreement for services and attach it as an Addendum to that Agreement

1. Definitions: Terms used in this Data and Security Privacy Plan (the “Plan”) shall have the same meanings as those found in Education Law Section 2-d(1) and the Regulations of the Commissioner of Education at Section 121.1 of Title 8 of the New York Codes, Rules and Regulations (8 NYCRR § 121.1), unless more broadly defined herein.

2. Confidential Information. Third-party Contractor understands that in performing its Agreement with the School District, Third-party Contractor, its employees, officers, agents and subcontractors may have access to confidential information in the possession of the School District, including, but not limited to names, facts or information about individuals, businesses and families. Third-party Contractors may also have access to or acquire confidential information, potentially including student data, student directory information, student records, teacher or principal data, personnel information and records, information regarding sensitive, confidential or internal School District matters and other protected information. For purposes of this Plan and the Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information made known to Third-party Contractor through any activity related to the Agreement, except information available to Third-party Contractor from third parties on an unrestricted basis. Third-party Contractor understands that any unauthorized disclosure, publication and/or communication of such confidential information shall be considered a breach of this Addendum and the Agreement. Third-party Contractor agrees that if it receives a request for disclosure of confidential information obtained from the School District, including but not limited to student data or teacher or principal data as defined by New York Education Law Section 2-d, pursuant to a statute, subpoena or court order, it shall notify the School District prior to disclosing the School District’s confidential information, unless providing notice of the disclosure is expressly prohibited by the statute, subpoena or court order.

3. Without limiting any of the foregoing statements, Third-party Contractor further agrees:

- a. To execute, comply with and incorporate as Exhibit “1” to this Plan, as required by New York State Education Law Section 2-d and its implementing regulations, the Parents’ Bill of Rights for Data Privacy and Security developed by the School District;
- b. To adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework;
- c. To comply with the data security and privacy policy of the School District, New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education as well as any changes to the policy, law and regulations that may be enacted, adopted



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- and/or become effective during the term of this Agreement;
- d. Not to sell, use or disclose personally identifiable student, teacher or principal data or information for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so;
 - e. Not to use the education records of the School District or any personally identifiable student, teacher and/or principal information or data of the School District, as those terms are defined in Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education, for any purpose other than those explicitly authorized in this Plan or the Agreement;
 - f. To use and maintain reasonable administrative, technical and physical safeguards and practices that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices, including but not limited to encryption technology, firewalls and password protection, to protect the security, confidentiality and integrity of personally identifiable student, teacher and/or principal information or data of the School District while in motion or in the custody of Third-party Contractor from unauthorized disclosure as prescribed by state and federal law, regulations, and the Agreement and the Third-party Contractor represents and warrants that it has the following safeguards and practices in place to protect personally identifiable information that it receives, maintains, stores, transmits or generates pursuant to the Agreement:2026-02;
 - i. [insert list or description of safeguards and practices of the Third-party Contractor]
 - g. To limit internal access within Third-party Contractor to personally identifiable student, teacher and principal information and data of the School District to only those officers, directors, employees, or authorized sub-contractors or assignees of the Third-party Contractor that are determined to need access to such records or data to perform the services set forth in the Agreement;
 - h. To use encryption to protect personally identifiable student, teacher and or principal information or data of the School District in Third-party Contractor's custody while in motion or at rest from unauthorized disclosure;
 - i. Not to disclose any personally identifiable student, teacher or principal information or data of the School District, as those terms are defined in Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education, directly or indirectly, to any other party who is not an officer, director, employee or authorized subcontractor or assignee of the Third-party Contractor using the data or information to carry out Third-party Contractor's obligations under the Agreement in compliance with New York State and federal law, regulations, and the Agreement, unless



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- i. the other party has the prior written consent of the applicable student's parent/guardian or of the eligible student; or
- ii. the other party has the prior written consent of the applicable teacher or principal; or
- iii. the disclosure to the other party is required by statute, subpoena or court order and the Third-party Contractor provides a notice of disclosure to the New York State Education Department or the School District no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute, subpoena or court order;
- j. To impose on any sub-contractor engaged by Contractor, with the consent of the School District, to perform any of its obligations under this Agreement the requirement to comply with all the confidentiality and data privacy and security obligations imposed on Contractor in this Agreement and by state and federal law and regulations, including but not limited to Section 2-d of New York State Education Law and Part 121 of the Regulations of the New York State Commissioner of Education;
- k. In the event that a student's parent or guardian or an eligible student seeks to challenge the accuracy of student data pertaining to the particular student, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to this Agreement, the challenge will be directed to the School District and processed in accordance with the School District's procedures;
- l. In the event that a teacher or principal seeks to challenge the accuracy of teacher or principal data pertaining to the particular teacher or principal, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to this Agreement, the challenge will be directed to the School District and processed in accordance with the procedures the School District has established for challenging annual professional performance review ("APPR") data;
- m. To immediately notify the School District in the most expedient way possible and without unreasonable delay and in no event more than seven (7) calendar days after discovering that any personally identifiable information of the School District, its employees, students, teachers, principals or administrators is breached and/or released without authorization;
- n. To take immediate steps to limit and mitigate to the greatest extent practicable the damages arising from any breach or unauthorized release of any personally identifiable information of the School District, its employees, students, teachers, principals or administrators;
- o. In the event of a breach or unauthorized release of any personally identifiable information of



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the School District, its employees, students, teachers or administrators by or attributable to Third-party Contractor, Third-party Contractor must pay for or promptly reimburse the School District for the full cost of any notifications the School District makes as a result of the breach or unauthorized release;

- p. To cooperate with the School District and other parties to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information;
- q. Parents and/or guardians of students attending the School District's schools have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by Third-party Contractor; and
- r. In the event Contractor breaches any of the privacy and confidentiality provisions of this Plan or the Agreement, the School District, at its sole discretion, may immediately terminate the Agreement.

4. Outline/describe how the Third-party Contractor will implement all state, federal and local data security and privacy requirements over the term of the Agreement in a manner that is consistent with the data security and privacy policy of the School District:

5. Confidentiality Training. Third-party Contractor acknowledges that federal and state laws protect the confidentiality of personally identifiable information of the School District's students as well as its teachers and principals. Prior to obtaining access or any further access to personally identifiable information of the School District's students, teachers and principals, Third-party Contractor represents and warrants that any officers, employees, subcontractors or agents of Third-party Contractor, who will have access to student, teacher and/or principal data of the School District, have



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received or will receive training on the federal and state laws governing confidentiality of such data from/by [insert how the training was or will be done]

6. The Third-party Contractor represents and warrants that the information contained in the Supplemental Information portion of the Parents' Bill of Rights for Data Privacy and Security of the School District with respect to the Agreement, as stated in Exhibit 1 to this Plan, is accurate.

7. Will the Third-party Contractor utilize sub-contractors in the performance of the Agreement?
(check one)

Yes

No

If Yes, how will the Third-party Contractor manage the sub-contractors to ensure personally identifiable data and information is protected?



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8. Describe how the Third-party Contractor will manage data privacy and security incidents that involve personally identifiable data or information, including but not limited to (a) what actions are taken to check for and identify data breaches and unauthorized disclosures of personally identifiable information or data and (b) how the School District will be notified promptly of any data breaches and unauthorized disclosures of personally identifiable data or information?

9. Upon the expiration or termination of the Agreement, if requested by the School District, the Third-party Contractor will assist the School District in exporting all student, teacher or principal data previously received by the Third-party Contractor or generated by the Third party Contractor pursuant to the Agreement. In addition, all information and data of the School District remaining in the possession of the Third-party Contractor will be

Returned to the School District by _____ in the following format(s):

Securely delete and/or destroyed by _____ in the following manner:

Other – explain:



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If student data or teacher or principal data is to be maintained by a Third-party Contractor for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by a Third-party Contractor in a secure data facility located within the United States.

10. It is understood that further revisions to this Plan or the Agreement may be necessary to ensure compliance with New York State Education Law Section 2-d if School District policies are adopted or revised or if New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education are amended. Third-party Contractor and the School District agree to take such additional steps as may be necessary at that time to facilitate compliance with New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education.

11. The parties further agree that the terms and conditions set forth in this Plan shall survive the expiration and/or termination of the Agreement.

12. The undersigned representative of Third-party Contractor hereby represents and warrants that the undersigned is the owner or an officer, director, or agent of Third-party Contractor with full legal rights, power and authority to enter into this Addendum on behalf of Third-party Contractor and to bind Third-party Contractor with respect to the obligations enforceable against Third-party Contractor in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement on Date: _____

UNION FREE SCHOOL DISTRICT
OF THE TARRYTOWNS

By: _____

Name & Title: _____

Vendor: _____

By: _____

Name & Title: _____



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Parents' Bill of Rights for Data Privacy and Security

In accordance with New York State Education Law Section 2-d, the Public Schools of the Tarrytowns hereby sets forth the following Parents' Bill of Rights for Data Privacy and Security, which is applicable to all students and their parents and legal guardians.

- (1) New York State Education Law Section 2-d ("Section 2-d") and the Family Educational Rights and Privacy Act ("FERPA") protect the confidentiality of personally identifiable information. Section 2-d and FERPA assures the confidentiality of records with respect to "third parties," and provides parents with the right to consent to disclosures of personally identifiable information contained in their child's education records. Exceptions to this include school employees, officials and certain State and Federal officials who have a legitimate educational need to access such records. In addition, the District will, upon request of parents, or adult students, or if otherwise required by law, disclose student records to officials of another school district in which a student seeks to enroll.
- (2) A student's personally identifiable information cannot be sold or released for any commercial purposes;
- (3) Personally identifiable information includes, but is not limited to:
 - i. The student's name;
 - ii. The name of the student's parent or other family members;
 - iii. The address of the student or student's family;
 - iv. A personal identifier, such as the student's social security number, student number, or biometric record;
 - v. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
 - vi. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
 - vii. Information requested by a person who the District reasonably believes knows the identity of the student to whom the education record relates.
- (4) In accordance with FERPA, Section 2-d and Access to School Procedures and Materials, Policy #1105, parents have the right to inspect and review the complete contents of their child's education record;
- (5) The District has the following safeguards in place: Secure Server, SSL Encryption, Firewalls and Password Protection to protect student data, including personally identifiable information stored



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or transferred by the District.

- (6) New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the State is available for public review, at <http://www.p12.nysed.gov/irs/vendors/templates.html> or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
- (7) Parents have the right to submit complaints about possible breaches of student data or teacher or principal APPR data. Any such complaint must be submitted, in writing, to: Superintendent of Schools, Dr. Raymond Sanchez, rsanchez@tufsd.org, 200 North Broadway, Sleepy Hollow, New York 10591.

Supplemental Information for Agreement with _____ (hereinafter "Third party Contractor")

The Third-party Contractor will provide the following information and Union Free School District of the Tarrytowns (the "School District") will review and approve or require revision of this Supplemental Information until it is acceptable to the School District.

(1) The personally identifiable student data or teacher or principal data (collectively, "the Data") received by the Third-party Contractor will be used exclusively for the following purpose(s):

(2) The Third-party Contractor will ensure that all subcontractors and other authorized persons or entities to whom student data or teacher or principal data will be disclosed will abide by all applicable data protection and security requirements, including those mandated by New York State



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and federal laws and regulations, by the following means:

(3) The Agreement with the Third-Party Contractor will be in effect from _____ to _____. Upon the expiration of the Agreement, all student data or teacher or principal data remaining in Third-party Contractor's possession will be (check those that are applicable and fill in required information):

Returned to the School District by _____ in the following format(s):

Securely delete and/or destroyed by _____ in the following manner:

Other – explain:

If any of the Data is to be maintained by a Third-party Contractor for any lawful purpose, such Data shall remain in an encrypted format and shall be stored on systems maintained by a Third-party Contractor in a secure data facility located within the United States.



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(4) A parent, student, teacher or principal can challenge the accuracy of the Data received by or generated by the Third-party Contractor in writing addressed to Superintendent of Schools, Dr. Raymond Sanchez, rsanchez@tufsd.org, 200 North Broadway, Sleepy Hollow, New York 10591. 200 North Broadway, Sleepy Hollow, New York 10591.

(5) Describe where the Data will be stored (in a manner that will protect data security) and the security protections that will be taken by the Third-party Contractor to ensure the Data will be protected (e.g., offsite storage, use of cloud service provider, etc.):

(6) Third-party Contractor will use the following encryption technology to protect the Data while in motion or at rest in its custody:



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IN WITNESS WHEREOF, the parties have executed this Agreement on Date: _____

UNION FREE SCHOOL DISTRICT
OF THE TARRYTOWNS

By: _____

Name & Title: _____

VENDOR: _____

By: _____

Name & Title: _____
