EASTCHESTER UFSD

REQUEST FOR PROPOSALS

RFP: 2027-1

Universal Pre-Kindergarten (UPK) Program

Issued:
February 19, 2027

Submission Deadline:
March 12, 2027
11:00AM

Attention:
Linda Carlin
Assistant Superintendent for Finance
Eastchester UFSD
580 White Plains Rd
Eastchester, NY 10709

1. INTRODUCTION

The Eastchester UFSD, hereinafter referred to as "the District," invites proposals ("RFP") from qualified agencies (The Agency) to administer the District's Universal Pre- Kindergarten (UPK) Program for the 2027-2028 school year, with an option to renew for four (4) additional school years - 2028-2029 school year; 2029-2030 school year; 2030-2031 school year; 2031-2032 school year. The District is seeking the Agency to provide the site and run the entire program according to New York State Education Department Pre-Kindergarten regulations.

2. PROPOSAL DUE DATE

Proposals must be received no later than **11:00 AM on MARCH 12, 2027** to Linda Carlin, Assistant Superintendent for Finance, Eastchester UFSD, 580 White Plains Rd, New York 10709, at which time and place all RFPs received timely will be publicly opened. *If the District is closed on the date listed above due to emergency conditions, the proposals will be accepted on the next school business day that the District is open and operational.*

3. PRE-PROPOSAL QUESTIONS

All questions must be submitted in writing via e-mail to Linda Carlin, lcarlin@eufsdk12.org, no later than 12pm, February 26, 2027.

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 under his/her Proposal submitted. Only questions answered by formal written Addenda will be binding.

Information obtained from any source other than the aforementioned website is not official and may be inaccurate.

4. CONTRACT TERM

The contract, once awarded, shall be in effect from July 1, 2027 through June 30, 2028, with an option to renew annually for up to four (4) one-year periods, at the discretion of the District, under the same terms and conditions as mutually agreed by District and the awarded agency.

Proposals will remain firm for a period of 60 days following the date of the opening and shall thereafter remain firm until and unless the Proposer provides written notice to the Eastchester UFSD (Attn: Linda Carlin) that the proposal has been withdrawn.

5. NATURE OF SERVICES REQUIRED

The District is seeking proposals from qualified agencies to Subcontract with the District under a Universal Pre-Kindergarten S 3602-e(12), 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.

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

A) 5 hours of instruction per day, five days per week for the UPK Program for at least 180 days during the 2027-2028 school year, and school years beyond if applicable.

B) The program must be aligned with all Eastchester UFSD policies and will meet the requirements of the expectations set forth in Addendum A. The proposer will also follow all the regulations and policies regarding Statewide Universal Full Day Prekindergarten Program (SUFDPK) registration and enrollment.

C) Agency must be able to screen the new entrants (Part 117 of Regulations) as per Child Screening and

Assessment, Section 151-1(c): Health and Nutrition for the following; possibly gifted, a child with a disability and limited English proficient utilizing district approved assessments.

D) The Agency will work with the District to align curricula and instruction with NYS Prekindergarten Foundation for the Next Generation and Science of Reading Learning Standards during the contracted period.

E) 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.

F) When feasible, the District will offer a lunch program daily that meets Child and Adult Care Food Program (CACFP) requirements, similar to the National School Lunch Program (NSLP) requirements it adheres to for its in-district K-12 students. The cost of the meals will be born by the Agency or parent/guardian of the child. There should be sufficient time for eating and interaction and social emotional growth.

G) Provide support services to children and families such as social and health related services by partnering with the District and other established partners.

H) Follow the District's established school calendar and hours of operation, including the requirement of a minimum of 5 instructional hours per day. Where applicable, teachers, leaders and staff will participate in District provided professional development days (see Addendum A, #8).

I) The Agency will help the transition of Pre-Kindergarten students to Kindergarten by providing the following services:

- Strengthening their cognitive skills.
- Increase early literacy skills (reading, writing, speaking, listening and information processing).
- Increase their creative and artistic abilities.
- Improve inter and intrapersonal 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/sss/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.

J) 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:

- Understand language development.
- Recognize the connection between the home language and English.
- Connect oral language to emergent literacy.
- Provide bilingual supports:
  - Multilingual Learner Identification — Establish the use of NYSED's *Emergent Multilingual Learners Language Profile for Prekindergarten Students* to identify students who speak a language other than English.
  - Bilingual Instruction — Provide a combination of supports and instruction in the students' home language(s) while learning English (as per NYSED recommendation).
    - Provide developmentally, culturally and linguistically responsive Pre-K academic curriculum and instruction.

K) 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.

L) The Agency will keep daily attendance records and will provide them monthly to the District's Administrator of the Pre-Kindergarten Program.

M) Universal Pre-Kindergarten regulations specify that the Agency cannot charge parents for the portion of its program that is paid for by Universal Pre-Kindergarten funds. If a student pre-registers with one of the District's UPK Agencies and that student is selected for the District's UPK Program, the Agency will refund any registration fee previously paid. 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.

6. DISTRICT OVERSIGHT

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) Will monitor the resulting contract and provide oversight of the Agency's program and support services.

B) Will have complete access to the buildings and will make announced and unannounced visits to the sites at any times when the program is in operation. Also, during the course of the year, District staff members will be making periodic visits to the facilities to ensure that the program is conducted in a developmentally appropriate way, provides rich academic experiences for the student and complies with the standards for preschool program established by the state.

C) Will oversee the Agency's program in the implementation of the requirements of the New York State Education Department ("NYSED") through a quarterly Quality Assurance review. The Agency must attend at least two leadership meetings with the District annually.

D) The District will provide support or provide guidance in hiring, staff observations and evaluations, if deemed necessary.

E) Collaborate with the on-site Education Director on all program management, educational issues, design and implementation of Kindergarten transition and vertical articulation, child find responsibilities, curriculum, and ELL education.

F) Participate in the development, structure and delivery of instructional services, including program

assessment.

G) Provide direct link to the School District Administration for program services' coordination.

H) The District will provide support or guidance in consultation with the Education Director's teacher observation and evaluation processes, if deemed necessary.

I) Will unilaterally determine the student selection process for participation in the program.

7. TRANSPORTATION

The District will not provide transportation for UPK students.

8. NYSED INFORMATION

Please review the NYSED site for additional information:

1) http://www.p12.nysed.gov/upk/faq.html
2) http://www.p12.nysed.gov/nurseryschool/regulations/NurserySchoolsRegulation_s.html
3) http://www.cn.nysed.gov/common/cn/files/UPK%20Memo.pdf
4) http://www.p12.nysed.gov/upk/documents/151-1

9. PROPOSAL SUBMISSION, SCORING AND EVALUATION

Please provide one (1) original and two (2) copies of your proposal response. **Submittals that are faxed, or emailed, will NOT be accepted.** Proposals received will be evaluated by District's Central Office Administration, with final approval by the Board of Education.

These proposals are being solicited through a fair and open process. Agencies that are willing to provide the services described as requested above, shall be evaluated on the basis of experience and qualifications as set forth in the criteria described below:

- Quality of proposed comprehensive UPK Program.
- General experience in the field.
- Experience and qualifications of the professional staff assigned to the Program, which most closely match the needs of the District.
- Submission of cost-effective budget.
- Proximity to the District.

Proposals will be evaluated considering the methods to be used to meet the requirements of the Scope of Services and the availability of qualified personnel who are proposed to work on this project. Included will be the reasonableness of the time schedule proposed to complete this project.

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.

Proposals will also be evaluated considering the Proposer's experience, knowledge, and the qualifications as well as the full-time availability of personnel assigned.

The award(s) will be made to the responsible Proposer, whose Proposal conforms to the requirements of this RFP, and is considered most advantages 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 applicants; (ii) require applicants 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) procure the services from other sources if deemed most advantageous to the objectives of the District.

During the evaluation process, the District 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.

10. INVESTIGATION OF QUALIFICATIONS

The work and services described in this Request for Proposals include the performance of activities directly affecting the safety of the students of the District and the public generally. The District may make any investigation necessary to determine the ability of any Proposer to fulfill the Contract, and the Proposer 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 the Proposer pursuant to the requirements of these documents. The final selection of the 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.

11. INSURANCE REQUIREMENTS

A) Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the proposer hereby agrees to effectuate the naming of the district as an unrestricted additional insured on the proposer's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

B) The policy naming the district as an additional insured shall:

- Be from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
- Contain a 30-day notice of cancellation.
- State that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers.
- The district shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

C) The proposer agrees to indemnify the district for any applicable deductibles.

D) Required Insurance:

a. Commercial General Liability Insurance
$1,000,000 per occurrence/ $2,000,000 aggregate.

b. Workers' Compensation and N.Y.S. Disability
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

c. 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 retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

d. Excess Insurance

On a "Follow-Form" basis, with limits of $3,000,000 each occurrence and aggregate.

e. Daycare Providers Errors and Omissions Insurance
$1,000,000 each occurrence and aggregate. Coverage for the errors and omissions of the board, administrators and employees.

E) Proposer acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract. The contracted agency is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the district to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the district.

12. PROPOSAL TIMELINE

The following is a list of key dates up to and including the date proposals are to be submitted:

- Request for proposals issued: **February 19, 2027**
- Due date for proposals: **March 12, 2027, 11:00AM**

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 universal Pre- Kindergarten (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 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 the request for proposal.

A) Submission of Proposals: No late submissions will be accepted. The proposers are solely responsible for ensuring that the proposal is received by the Purchasing Agent prior to the time and date set forth herein. The entire response to the request shall be placed in a sealed envelope marked with the words:

UNIVERSAL PRE-KINDERGARTEN (UPK) PROGRAM
RFP# 2027-1

All proposals must be sent to the following address and received at that address **before 11:00 AM on March 12, 2027:**

Linda Carlin
Assistant Superintendent for Finance
Eastchester UFSD – District Office
580 White Plains Rd
Eastchester, NY 10709

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

1) One (1) original and two (2) copies

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 proposer's understanding of the work to be done, the commitment to perform the work within the time period, 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 District's Universal Pre-Kindergarten (Pre-K) Program for the 2027-2028 school year with an option to renew for up to four (4) additional school years.

4) Three (3) parental references with name and contact information.

5) The name(s) of principals, partners, or employees in the agency who have done business with the Eastchester UFSD 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.

6) Disclosure and description of any disciplinary proceedings or inspection violations 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 ethics violation and the penalty imposed. If proceedings are pending, specify the jurisdiction, the charges and the likely time of their disposition.

7) Disclosure and description of any arrests or convictions against any members of the agency.

8) Assurance of ability to provide executed copies of the Certificates of Insurances.

9) The District is seeking to have the entire program run by the Agency and take place at a site provided by the agency. Describe the proposed site including the street address, number of classrooms, and square footage. **The following documents must be included in the submittal:**

    A) Certificate of Occupancy.

    B) Asbestos Environmental Building Management Plan (AHER or ASHARA).

    C) Fire inspection reports (current and prior year).

    D) Fire alarm reports (current and prior year).

    E) If property is owned by the Agency, a copy of purchase deed.

    F) Lease with property owner, if the property is being leased.

    G) Proof of building ADA accessibility.

10) A completed Agency Information Form and (**See Addendum B)**.

11) A completed Agency Reference Form **(See Addendum C)**.

12) A completed Background/Criminal Certification **(See Addendum D)**.

13) A completed Agency Questionnaire **(See Addendum E)**.

14) A completed Proposed Budget **(See Addendum F)**.

15) A completed Cover Page **(See Appendix A)**.

16) A completed and notarized Hold Harmless Agreement **(See Appendix B)**.

17) A completed Bid-Proposal and Non- Collusive Bidding Certification **(See Appendix C)**.

18) A completed and notarized Iran Divestment Act Certification **(See Appendix D)**.

19) A completed and notarized Sexual Harassment Certification (**See Appendix E**)

Note: If awarded this bid, a signed privacy agreement and W-9 must be provided.

14. EVALUATION PROCEDURES

Those criteria and the other requirements herein are intended to be non-restrictive for the purpose of obtaining participation of qualified professionals and uniformity in the manner of submission of proposals.

The District reserves the right to: (i) not select any of the applicants; (ii) require applicants 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) procure the services from other sources if deemed most advantageous to the objectives of the District.

The District's determination of the applicant(s) who is/are most advantageous to the goals and objectives of the District shall be final and conclusive. The appointment shall be determined by majority vote of the Board of Education on a resolution at an open public meeting. No applicant shall cause or influence, or attempt to cause or influence, any District official, officer or employee to secure unwarranted privileges or advantages.

During the evaluation process, the Board of Education or its designee, may, at its discretion, request anyone 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.

15. TERMS OF ENGAGEMENT

A one (1) year engagement in the 2027-2028 school year with the option to renew annually for four (4) additional school years, at the Board's option, is contemplated by the District according to the terms listed above.

ADDENDUM A:
Eastchester UFSD UPK/ STATEWIDE UNIVERSAL FULL-DAY PREKINDERGARTEN PROGRAM (SUFDPK) EXPECTATIONS

1. **Facility Quality:** The Agency will provide a facility that is well maintained, clean and safe. There will be adequate space for outdoor play with appropriately maintained equipment. The bathrooms will be immediately accessible and barrier free. The classrooms will be arranged into learning areas/centers and allow for the safe movement and activity for the number of children enrolled. Inspections will be made regularly by the District and areas in need of correction will be addressed in a timely manner. All buildings, premises, equipment and furnishing used for the Universal Pre-Kindergarten program shall be safe and suitable for the comfort and care of the children, shall comply with all applicable requirements of the Americans with Disabilities Act and shall be provided and maintained in a state of good repair and sanitation. Buildings and classrooms operated by eligible agencies shall meet all applicable fire, safety and building codes. Section 151.1.10 of the Regulations of the Commissioner of Education sets forth the requirements which must be met by all facilities used for Universal Pre-Kindergarten classes.

2. **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.

3. **Screening and Assessment:** The Agency will administer a District approved screening assessment to each student at the beginning of each school year. The results of this screening assessment will be used to determine if a referral to the District's Committee for Pre School Special Education ("CPSE") is appropriate and to identify if additional supports are necessary. In addition, the Agency will administer the District approved and curriculum based diagnostic assessment three times per school year- specifically in the Fall, Winter and Spring.

4. **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. Specifically, each Universal Prekindergarten ("UPK") teacher will visit the District's Kindergarten classroom at least once annually.

5. **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.

6. **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.

7. **Staffing:** All Agency UPK teachers must possess a teaching license or certificate valid for services in the early childhood grades or be in compliance with the NYSED section 151-1.3 regulation. The Agency must employ an on-site Education Director during the hours that the program is in operation. The 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. Furthermore, the Agency must have at least one teacher and one teaching assistant or teacher aide working in each UPK classroom. If there are more than 18 children in a UPK classroom, there must be one additional teacher assistant or teacher aide working in that classroom. No UPK classroom will have more than 20 children.

8. **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 Pre-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.

9. **Family Engagement and Support:** The Agency will provide parents with opportunities to gain an understanding of the UPK program and curriculum, participate in parent education programs, understand the process of applying for kindergarten in the District and provide written feedback about the program in the form of an end-of-year questionnaire / survey. Written communication to parents will be provided in the parents' native language if requested.

10. **Physical Well-being and Health:** Teaching staff will sit with and actively engage with children during mealtime. The Agency will provide adequate time for daily outdoor play as weather permits. The agency will provide children with adequate time and appropriate location for a daily rest period.

11. **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.

12. **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/SUFDPK funds. The Agency will maintain a UPK/SUFDPK 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 and/or SUFDPK funds.

ADDENDUM B: AGENCY INFORMATION FORM

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

ADDENDUM C: Universal PRE-KINDERGARTEN AGENCY REFERENCE FORM

AGENCY NAME: _____

Please list (3) three parental references.

1. _____

Contact Name/Title: _____

Address: _____

Telephone: _____ Email: _____

Date(s) of Service: _____

2. _____

Contact Name/Title: _____

Address: _____

Telephone: _____ Email: _____

Date(s) of Service: _____

3. _____

Contact Name/Title: _____

Address: _____

Telephone: _____ Email: _____

Date(s) of Service: _____

ADDENDUM C: Universal PRE-KINDERGARTEN AGENCY REFERENCE FORM

AGENCY NAME: _____

Please list any references that your organization has serviced in a manner similar in scope to the specifications contained in this 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: _____

Have you ever failed to complete any contract awarded to you? _____

If so, when, where, and why?

_____
_____
_____
_____
_____

Have liens or lawsuits of any kind ever been filed against you or any officer, director or partner of your organization arising out of any of your contracts:

_____

If so, give details:

_____
_____
_____
_____
_____

ADDENDUM D: 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:_____

Affirmed to me this_____ day of_____, 20____

Notary Signature:_____ Date: _____

Firm's Name

Address

City, State, Zip

(Print Name) **(Signature)**

(Phone) **(Fax)**

ADDENDUM E: AGENCY QUESTIONAIRE

Please include a document with your responses to the following questions as part of your proposal. Responses should include reference to the question section(s) and number(s).

I. Enrollment

1. What is your current enrollment of all children in your programs?

   a. How many of the children currently enrolled will be eligible (4 years old on before December 1, 2027) for the pre-kindergarten program beginning in September 2027?

   b. How many of the children who are eligible reside in the Eastchester UFSD?

II. Staffing Patterns

1. What is your current class size for students who will turn 4 on or before December 1, 2027?

2. Do you use volunteers, student placements, senior aids, foster grandparents, etc. in your 4- year-old classrooms? (If yes, describe briefly)

3. Will any UPK classrooms have uncertified teachers? If yes, can you comply with NYSED Commissioner's Regulations 151.1.3 (e) (iii): For eligible agencies collaborating with the district to provide prekindergarten services, a bachelor's degree in early childhood education or a related field, or a teaching license or certificate valid for services in the childhood grades pursuant to Part 80 of this Title, and a written plan to obtain a certification valid for service in the early childhood grades within five years.

4. Do you have an on-site Education Director to oversee the program? If not, will you have one prior to the start of the program?

III. Capacity

1. How many classrooms currently serve 4-year-old children?

2. Of those classrooms, how many have mixed groups of 3 and 4-year-old children?

3. Could your facility expand to include more 4-year-old classrooms? If yes, how many additional classrooms?

4. How many 4-year-old children, who reside in the Eastchester UFSD, could you accept in your program?

IV. Facility

1. Are you currently an Office of Children and Family Services (OCFS) certified childcare center? If yes: License Number and Expiration Date: _____

2. What are the fire drill and emergency procedures followed by the staff and children in your center?

3. Is your facility equipped to accommodate children with disabilities? (Briefly describe)

4. Do you have access to an outdoor green space, i.e. playground? (If yes, please describe the space and equipment available for children's use.)
5. Is the area fenced in?

V. Health and Safety

1. What are your documentation requirements for parents regarding the health of their child for enrollment in your program?

2. How do you handle the administration of medication for children?

3. Does your facility meet the NYS Uniform Fire Prevention and Building Codes as defined under Section 151-1.10 of the Regulation of the Commissioner of Education (8NYCRR)?

VI. Staff Qualification

1. Please list the qualifications of staff members that will be assigned to each UPK class; include relevant certifications and experience.

2. Please provide a resume and detailed work experience of the Education Program Director.

3. Briefly describe the administrative structure currently utilized at your facility.

4. What staff development opportunities do you presently offer your staff? How often is staff able to attend staff development activities?

5. Do you follow hiring practices mandated by the guidelines with regard to the New York State Office of Children and Family Services?

6. Describe the process for coverage or substitution of staff as well as the ability of the organization to fill vacancies in a timely manner.

VII. Program

1. Explain the philosophy and goals of your organization.

2. Describe the program model currently used with your enrolled 4-year-olds.

3. Do you presently collaborate with any other agencies to provide programming for 4-year-olds? If so, please list these agencies, their function, and describe the programming provided

4. Are you willing to follow the Universal Pre-K guidelines for curriculum?

5. Is your current program educationally based and designed pursuant to 8NYSRR 151-1.3 (i.e. meets social, cognitive, linguistic, emotional, cultural, and physical needs of children as well as coordination of support services and providing continuity within the elementary program)? If so, please explain the resources, approaches, and support services utilized and how continuity is evaluated internally.

6. How do you promote early literacy in your program?

7. Pursuant to 8NYSRR 151-1.3 (b) Assessments, monitoring and reporting, describe your assessment procedures for establishing developmental baselines and monitoring progress for the children enrolled in your program. Include the names of the instruments used for assessment and how/when they are administered.

8. Please note that starting in the 2008-2009 school year and from then forward, school districts must annually report the percentage of pre-kindergarten children making significant gains, as determined by the Commissioner, in language, cognitive, and social skills. How will your assessment program address this requirement?

9. What is your center/program's experience serving children considered English Language Learners?

10. What is your center/program's experience serving children with disabilities and providing equal access to them?

11. What additional student and family support do you offer outside of the normal school day?

12. Describe your current procedures for administering breakfast and lunch for students, including whether your program provides either.

13. What do you feel you would need from the Eastchester UFSD (excluding funding) to support pre-kindergarten collaboration?

14. What are the hours/days of service of your current program? Are you prepared to operate your program on the Eastchester UFSD calendar?

ADDENDUM F: PROPOSED BUDGET

PROGRAM TUITION:

Program	#		Rate $ / Student		Total $
Maximum # of Students Proposed – 4-Year-Old Full-day Seats		X		=	

PROGRAM EXPENDITURES:

Please provide below (or attach a spreadsheet) a detailed listing of all UPK costs, including but not limited to professional staff salaries, support staff salaries, purchased services, supplies /materials, travel expenses, employee benefits, and equipment.

Expenditure Description	Expenditure Amount - $

Chief Executive Officer Name

Chief Executive Officer Signature

Appendix A: COVER PAGE

Response to Request for Proposals

This proposal is submitted on behalf of:

Agency: _____

Address: _____

_____

Telephone: _____

E-mail: _____

The above-listed agency firm ("Agency") hereby submits its proposal and agrees to furnish services to the Eastchester UFSD in accordance with this Request for Proposals and the response prepared by the Consultant.

The Agency has carefully reviewed this Request for Proposals and the Consultant's response and understands that the School District will not be responsible for any errors or omissions on the part of the Consultant or in the RFP.

Agency agrees that the School District reserves the right to accept or reject any or all proposals and to waive any irregularity or informality in any proposal received.

The attached proposal shall be considered an irrevocable offer and shall be valid for ninety days from the date the proposals are required to be submitted.

The undersigned hereby affirms that he/she is an authorized agent for the company submitting this response.

_____ _____

Date Name of Agency/Authorized Agent

_____ _____

Title of Agency/Authorized Agent Signature of Agency/Authorized Agent

**PLEASE INCLUDE MOST RECNT W-9 FORM FOR YOUR ENTITY

Appendix B - HOLD HARMLESS AGREEMENT

The undersigned hereby agrees to defend, indemnify, and hold harmless the Eastchester UFSD from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense, including Counsel fees, to the extent permissible by law, that may occur or that may be alleged to have occurred in the course of the performance of this agreement by the firm, whether such claims shall be made by an employee of the firm or by a third party. The firm covenants and agrees that it will pay all costs and expenses arising therefrom and in connection therewith, and if any judgment shall be rendered against the Owner, in any such litigation, the Firm shall at this own expense satisfy and discharge the same.

REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

FIRM/PARTNERSHIP: _____

DATE: _____

Appendix C - BID PROPOSAL and NON-COLLUSIVE BIDDING CERTIFICATIONS

Firm Name:_____

Business Address _____

Telephone Number _____ Date of Bid/Proposal _____

I. General Bid Certification

The bidder certifies that s/he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Non-Collusive Bidding Certification

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

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;

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

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 certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation or partnership.

Signature (Authorized): _____

Title: _____

Appendix D - IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL §165-a(3), the Prohibited Entities List may be found at the OGS website: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The Eastchester UFSD ("District") may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or

2) The District makes a determination that the goods and services are necessary for the District to perform its functions and that, absent such exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the District receive information that a person is in violation of the above-referenced certifications, the District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

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

_____ DATE

_____ SIGNATURE

_____ BUSINESS NAME

_____ PRINTED NAME

_____ TITLE

Appendix E – SEXUAL HARASSMENT CERTIFICATION

In accordance with State Finance Law §138-l, which generally prohibits the School District from entering into contracts pursuant to the Bid/RFP process with persons who fail to submit a certification affirming compliance with New York State Labor Law §201-g, the Proposer submits the following certification under the penalty of perjury:

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

_____
Firm's Name

_____
Name (Please Print)
Signature (Authorized)

_____

Date

_____

_____, New York
County Of

Sworn to before me this _____day of _____, 20 _____

_____
Notary Public Signature

_____
Please Print Name

_____
Commission Expiration

Date