

New Hartford Central School District

Request for Proposals

Universal Pre-Kindergarten Program for 2026 – 2027 School Year (with Possible Extension for Four Additional One-Year Periods)

Notice is hereby given that the New Hartford Central School District is Seeking Proposals for Universal Prekindergarten Program for the 2026 – 2027 school year.

In accordance with applicable law and the District's policies and procedures, contracts for professional services requiring special skill or training are not subject to competitive bidding requirements of Section 103 of General Municipal Law.

Sealed proposals will be received in their final form no later than:
June 25 at 10:00 a.m. in the Business Office, 29 Oxford Road,
New Hartford, New York 13413

For further information, please contact:

Joseph Barretta, Assistant Superintendent for Business Affairs
New Hartford Central School District
29 Oxford Road
New Hartford, New York 13413
(315) 624-1202

TENTATIVE SCHEDULE

<u>Event:</u>	<u>Dates:</u>
RFP Documents Released:	June 8, 2026
Advertisement Begins:	June 8, 2026
RFP Due-Date:	June 25, 2026 at 10:00 a.m.
RFP Evaluation:	June 26 – July 10, 2026
Consideration for Board Approval:	July 14, 2026
Potential Award Date:	July 14, 2026

1. **Purpose**

The District seeks proposals by eligible agencies to serve as an independent contractor to collaborate with the District in providing a pre-kindergarten instructional program for the District during the 2026 – 2027 school year. Eligible agencies, as defined in 8 NYCRR 151-1.2(b) are a provider of child care and early education, a day care provider, early childhood program or center or community-based organization (CBO) including but not limited to, an approved preschool special education program, Head Start, nursery schools, libraries and museums which meet the standards and requirements of Subpart 151-1.

2. **Contract Term**

The contract, once awarded, shall be in effect from July 1, 2026 through June 30, 2027, with an option to renew for four additional one-year periods, at the discretion of the District, under the same terms and conditions as mutually agreed by the District and the awarded firm.

At the end of any contract term, the District reserves the right to extend this contract at the same terms and conditions for a period a period of sixty (60) days for the purpose of getting a new contract in place. When prices to the trade are decreased, the prices of the applicable items on this contract shall be decreased accordingly. It shall be incumbent upon the vendor to notify the District of such decreases immediately after they become effective.

Proposals will remain firm for a period of forty-five (45) days following the date of the opening, and shall thereafter remain firm until and unless the Proposer provided written notice to the District that the proposal has been withdrawn.

3. Contract Term Renewal

The awarded firm will notify the District in writing no later than ninety (90) days in advance of the end of term of this agreement to discuss renewal. Automatic renewal will not be accepted. The agreement will continue on a month-by-month basis using an agreed upon methodology to determine the month-by-month price.

4. Proposal Submission

The delivery of the proposal shall include one (1) original and five (5) copies of the proposal submitted to the New Hartford Central School District Business Office, Attention: Joseph Barretta, Assistant Superintendent for Business Affairs, 29 Oxford Road, New Hartford New York 13413, on or before June 25 at 10:00 am. All proposals shall be typed and placed in a sealed envelope clearly labeled “Confidential-Do Not Open-School District Universal Pre-Kindergarten Program Proposal”. Any proposal not submitted by this time and date will be automatically disqualified from the consideration process. Facsimiles are not acceptable.

All proposal respondents will be responsible for the costs associated with the preparation of the requested proposals, and the New Hartford Central School District will in no way be held liable for these costs. The New Hartford Central School District and Board of Education are the sole judge of the value and merit of the proposals and reserves the right to reject any or all proposals.

5. Contacts for the New Hartford Central School District

The New Hartford Central School District official contact for all correspondence, inquiries, and submissions related to this RFP is Joseph Barretta, Assistant Superintendent for Business Affairs. The telephone number is 315-624-1202. The mailing address and physical address is: 29 Oxford Road, New Hartford, New York 13413. Office hours are from 8:00 A.M. to 4:00 P.M., Monday through Friday. Email address – jbarretta@nhart.org

All questions concerning this RFP should be submitted in writing to the attention of Joseph Barretta at the address shown above, citing to a particular RFP section.

6. Term of Engagement

A one (1) year contract is contemplated subject to annual review and approval by the Board of Education. It is anticipated that the current engagement period will commence July 1, 2024 or from the date the successful firm is approved by the Board of Education if subsequent to this date, and continue through June 30, 2025. The District reserves the right in its sole discretion, upon written notice to the successful proposer, to renew this contract from July 1st to June 30th of each subsequent year for up to four (4) years upon approval of the Board of Education.

The contract may be terminated by either party upon thirty (30) days written notice to the other party or as otherwise set forth in a contract between parties. Upon such termination, the firm

shall be paid for all work performed in accordance with this contract through the date of termination. It shall not be entitled to any additional payments, whether on account of lost profits or otherwise.

No assignment or subcontracting of the work to be performed under the terms of this RFP will be allowed without the express prior written consent of the District.

7. Scope of Services

The District is seeking proposals from qualified agencies to subcontract with the District under a Universal Prekindergarten Program (Education Law 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 Prekindergarten program services consisting of but not limited to, the following:

- A. 5 hours per day, five days per week program for an eligible child defined by Section 3602-e of Education Law.
- B. The district plans to offer 54 prekindergarten seats. This will include 18 seats at each Elementary School. Enrollment capacity will depend on where the program is hosted. If there are more eligible applicants than can be served in a given school year, the district will employ a lottery system to determine who attends the program.
- C. The program must be aligned with all New Hartford Central School District policies and will meet the requirements of the policies and procedures set forth in Appendix A. The proposer will also follow all the regulations and policies regarding Statewide Universal Full Day Prekindergarten Program (SUFDPK) registration and enrollment.
- D. Agency must be able to screen the new entrants (Part 117 of Regulations) as per Child Screening and Assessment, Section 151-[c]: Health and Nutrition for the following; possibly gifted, a child with a disability and limited English proficient utilizing District approved assessments.
- E. The agency will work with the District to align curricula and instruction with NYS Prekindergarten Early Learning Standards. The agency will incorporate the key domains of child development as outlined in NYSED’s Resource Guide for Success in Early Learning
- 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 program will serve food that will meet National School Lunch Program and School Breakfast Program (NSLP and NSP) requirements. Meals/Snacks need to be provided in an environment conducive to staff/child interaction and appropriate to meet children's needs. There should be sufficient time for eating and interaction and social emotional growth.
- H. Follow the District's school calendar and hours of operation, including the requirement of a minimum of five (5) instructional hours per day. Teachers, leaders and staff are expected to participate in District provided professional development days especially Superintendent Conference Days.
- 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 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/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.
- 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 to 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 - Establish the use of NYSED's Emergent Multilingual Learners Language Profile for Prekindergarten Students to identify students who speak a language other than English. <http://www.nysed.gov/bilingual-ed/emergent-multilingual-learners-prekindergarten-programs>

Bilingual Instruction – Provide a combination of supports and instruction in the students' home language(s) while learning English (as per NYSED recommendation). Developmentally, culturally and linguistically responsive Pre-Kindergarten academic curriculum and instruction.

- K. The agency shall be receptive to the inclusion of disabled children in the pre-kindergarten program and shall work with the District's committee on pre-school special education (CPSE) in designing and implementing individual education plans for such disabled students, to the extent deemed appropriate by the CPSE.
- L. Nursing services must be provided on site.
- M. 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.
- N. The agency will keep daily attendance records and will provide them monthly to the District's administrator of the Pre-Kindergarten program.
- O. The agency will forward all completed Universal Pre-Kindergarten application forms plus the following proof of residency to the District Administrator of the Pre-Kindergarten Program at 33 Oxford Road, New Hartford, NY 13413 for each child (unless this information has already been provided to the Administrator of the Pre-Kindergarten Program). Following are the three (3) proofs of address:
 - A current, signed residential lease agreement for property within the District

- A current home mortgage or other proof of ownership of residential property within the District
 - A signed statement from a landlord or other property owner where you live
 - A current pay stub showing your home address
 - Your most current income tax return
 - A current utility bill (electricity, telephone, cable service, etc.)
 - Documents issued by the federal, state or local government (such as voter registration card, a driver license, a passport, a visa, Department of Social Services identification, Office of Refugee Resettlement identification, etc.)
 - In custody situations, judicial custody orders or guardianship papers or parent/guardian and the student reside. (However, the absence of a formal custody order or guardianship papers will not disqualify a student who is otherwise shown to be a bona fide resident)
- 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 or Federal Funds) for a child, it cannot also accept Universal Pre-Kindergarten funding for the portion of the day already being subsidized.

8. District Oversight

The District will provide direct oversight of the program via a District employed New York State Certified 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. 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, talented and gifted, curriculum, and bilingual 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 on teacher continuance based on the observation and evaluation process, if deemed necessary.
- I. Will unilaterally determine the student selection process for participation in the program.
- J. Will assist, if necessary, with the outreach to find children who are currently not being served in New Hartford.

9. Transportation

The District will not provide transportation for Universal Pre-Kindergarten students. Should transportation be required, the agency shall be solely responsible for providing transportation.

10. NYSED

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/NurserySchoolsRegulations.html>

11. Board of Education Process

THE BOARD OF EDUCATION RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS OR ANY PARTS OF PROPOSALS.

The original copy of all proposals received will be kept on file in the Business Office.

Proposals will be evaluated by members of the Board of Education, Superintendent, Assistant Superintendent for Business, Assistant Superintendent of Instruction and Technology and other District employees. During the evaluation process, the New Hartford Central School District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from those contractors submitting proposals.

It is anticipated that the selection of an agency will be completed by May 14, 2024. Following the notification of the selected agency, a contract will be executed between both parties as soon as possible thereafter.

The Board and members of the selection committee may, at their discretion ask for a brief presentation and meeting with the agency.

12. Right to Reject Requests for Proposal

The District reserves the right to reject without prejudice any and all quotations received under this Request for Proposal, to request additional information from all proposers, and to negotiate with one or more of the finalists regarding the terms of the engagement. The District intends to select the individual or firm that, in its opinion, best meets the District's needs, and not necessarily the firm whose fees are the lowest.

13. Disclosure of Proposal Contents

To the extent permitted by law, applicants' proposals will not be disclosed, except for purposes of evaluation, prior to approval of the resulting contract by the District. All material submitted becomes the property of the District and may be returned or retained at the District's discretion. Submitted proposals may be reviewed and evaluated by any person, other than one associated with a competing applicant, as designated by the District. The District reserves the right to use any and all ideas presented in any response to the RFP.

14. Investigation of Qualifications

The work and services described in this RFP 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 Consultant shall be made in the discretion of the District's Board of Education based upon all relevant factors, including but not limited to price.

15. Notification of Award

Following evaluation and selection of a successful applicant, all applicants will be notified in writing of the acceptance or rejection of their proposals.

16. Contract Terms

These specifications will become part of any "contract" forms that may be required and will take precedence over any other terms and conditions submitted by the successful bidder. The following addenda attached hereto shall be incorporated into the contract:

- Addendum 1: Parents' Bill of Rights for Data Privacy and Security
- Addendum 2: Parents' Bill of Rights – Supplemental Information
- Addendum 3: Data Security and Privacy Plan

17. Indemnification

The successful proposer agrees to defend, indemnify and hold the District, its officers, employees, and agents, harmless, at all times during and after the term of this agreement, from the against all claims, damage, losses, and expenses (including without limitations, reasonable attorneys' fees) arising from, or in any way connected with the negligent or intentional acts or omissions of, or a breach of any term of or condition contained in this Agreement by the successful proposer, its employees, agents or representatives.

18. Insurance

- 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 contract.
- B. The policy naming the District as an additional insured shall:
1. 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.
 2. Contain a 30-day notice of cancellation
 3. State that the proposer's coverage shall be primary and non-contributory coverage for the District, its Board of Education, officers, employees, and volunteers with a waiver of subrogation in favor of the District.
 4. The District shall be listed as an additional insured by using endorsement 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.
- C. At the District's request, the Universal Pre-Kindergarten program 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-Kindergarten agency will provide a copy of the policy endorsements and forms.
- D. The Universal Pre-Kindergarten agency agrees to indemnify the District for applicable deductibles and self-insured retentions.
- E. Required Insurance:
- a. Commercial General Liability**
\$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

Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the District.

b. Worker's Compensation and N.Y.S. Disability

Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and N.Y.S. Disability Benefits (DB-120.1) Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the Workers' Compensation Board online.

c. Professional Errors and Omissions Insurance

\$2,000,000 per occurrence/\$2,000,000 per aggregate for the professional acts of the selected proposer(s) performed under the resulting contract for the District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the resulting contract. Coverage shall remain in effect for two years following the completion of the professional acts of the selected proposer(s) performed under the resulting contract.

d. Umbrella/Excess Insurance

\$1,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability and General Liability coverages.

e. Automobile Liability

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

E. The selected proposer(s) acknowledges that the failure to obtain such insurance on behalf of the District constitutes a material breach of the resulting contract. The selected proposer(s) 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 of insurance(s) or the absence of same shall not be deemed a waiver of any rights held by the District. At the District's request, the selected proposer(s) shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the selected proposer(s) also will provide a copy of the policy endorsements and forms.

F. The District is a member/owner of the New York Schools Insurance Reciprocal (NYSIR). The proposers understand and acknowledge that the procurement of such insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

19. Proposal Content

The proposal package shall include the following items:

1. One (1) original and five (5) copies of the proposal
2. 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.
3. Indicate number of years in business and experience providing Universal Pre-Kindergarten Program services for school districts.
4. Include a detailed narrative on how the agency will provide Pre-Kindergarten Services:
 - a. Describe how the agency will meet the goals and objectives of New Hartford Central School District Pre-Kindergarten program and help kids transition to Kindergarten.
 - b. Detail how a child's progress will be documented by assessments.
 - c. Describe the utilization of a developmentally appropriate curriculum that:
 - i. Is evidence based
 - ii. Aligns to NYSED's Prekindergarten Early Learning Standards
 - iii. Incorporates the key domains of child development as outlined in NYSED's Resource Guide School Success in Prekindergarten
 - iv. Emphasizes language, emergent literacy, early mathematics skills, social and emotional development, physical abilities and structure and unstructured play.
 - v. Facilitates and supports individualized, differentiated, responsive and sustaining instruction for diverse abilities, cultures and languages
 - vi. Ensures continuity with instruction in the early elementary grades
 - vii. Integrates with the school district's kindergarten – Grade 12 instructional program
 - d. Student Eligibility and Attendance – Provide a detailed description of demonstrated success in assessing and meeting the needs of diverse learners, including children with disabilities in an integrated setting and emergent multilingual learners in English and home language development. Detail adherence to the following protocols:
 - i. New Hartford CSD will coordinate and conduct all outreach, recruitment, eligibility, registration, lottery (if necessary), waitlist, enrollment, intake and placement of students in collaborating prekindergarten programs.

- ii. Eligible students are children who reside within the New Hartford Central School District, are four years of age on or before December 1st, or who will otherwise be eligible to enter public school kindergarten commencing with the current year. Eligible students will adhere to the New Hartford Central School District instructional calendar and attendance policy.
 - iii. Screening – A process for communicating an initial screening assessment with New Hartford Central School District in regards to students enrolled in the collaborating prekindergarten program.
 - e. Detail the agency’s meal plan.
- 5. Family Engagement and Support – provide a detailed plan for documenting protocols for family engagement and support.
- 6. Program Staffing:
 - a. Describe the supervisory structure, staffing patterns and child – staff ratio for the proposed Pre-Kindergarten services, include detailed resumes of all staff that will be assigned to this contract.
 - b. Detail the agency’s process to collect, record, maintain, verify, update and report teacher certification compliance and data for:
 - i. NYS Certified Prekindergarten Teachers
 - ii. Uncertified Prekindergarten Teachers
 - iii. Prekindergarten Teaching Assistants and Teacher Aides
- 7. Program Budget:

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

 - a. Provide a document (ex. 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 and equipment.
 - b. Detail any local matching funds to be used to support the Universal Pre-Kindergarten program.
- 8. Three (3) references with name and contact information.
- 9. The name(s) of principals, partners or employees in the agency who have done business with New Hartford Central School District in the last five (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.

10. 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 ethics violation and the penalty imposed. If proceedings are pending, specify the jurisdiction, the charges and the likely time of their disposition
11. Disclosure and description of any arrests or convictions against any members of the agency.
12. Assurance of ability to provide executed copies of the Certificates of Insurances.
13. Describe the proposed site including the street address, number of classrooms, square footage. The following documents must be included in the submittal.
 - Certificate of Occupancy
 - Asbestos Environmental Building Management Plan (AHER or ASHARA)
 - Fire Inspection Reports
 - Architectural Quality Floor Plans
 - Fire Alarm Reports
 - Copy of Purchase Deed, If Property is Owned by the Agency
 - Memorandum of Agreement/Lease CBO with property owner, if the property is being leased.
 - Proof of building ADA accessibility.
14. A completed agency information form (Appendix B).
15. A completed non-collusive certification (Appendix C)
16. A completed non-collusive resolution (required for corporations) (Appendix D)
17. A completed background/criminal check certification (Appendix E)
18. A completed proposer warranties (Appendix F)
19. A completed Iran Divestment Act Certification (Appendix G)
20. A completed Hold Harmless Agreement (Appendix H)
21. A completed Data Privacy Plan (Addendum 3)

20. Criteria for Selection

These proposals are being solicited through a fair and open process. Agencies that are willing to provide the described services as requested above, shall be evaluated on the basis of experience and qualifications as set forth in the criteria set forth in 8 NYCRR Section 151-1.6, including:

(1) the eligible agency's capacity to effectively, efficiently and immediately provide needed services;

- (2) the ease of utilization and accessibility of the program to parents and/or guardians;
- (3) capacity to provide ongoing staff development;
- (4) staffing patterns and qualifications;
- (5) documentation that all applicable health and safety codes and licensure or registration requirements are met;
- (6) anticipated fiscal share and other resources will be contributed to the universal prekindergarten program;
- (7) current program design and experience in providing developmentally-appropriate programs;
- (8) fiscal solvency;
- (9) stability of staff, rate of turnover and ability to fill vacancies in a timely manner;
- (10) articulated mission/philosophy statements;
- (11) record management and documentation procedures followed by the agency;
- (12) administrative structure;
- (13) capacity and experience in serving children with disabilities;
- (14) capacity and experience in serving children and their parents and/or guardians when they are limited English proficient;
- (15) children's progress as demonstrated by assessments; and
- (16) demonstrated effectiveness of the eligible agency's program.

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 with similar projects, knowledge, and the qualifications as well as the full-time availability of personnel assigned.

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

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

21. General Conditions

A. Format for Required Information:

Proposals shall be prepared in the format described herein. Failure to comply with the specified format may lead to an applicant's proposal being declared non-responsive. Any information thought to be relevant, but not applicable to the prescribed format, should be provided as appendices to the proposal. The proposal must be signed by an official authorized to bind the

applicant to its provisions. Proposals, which do not address all requirements of this Request for Proposal, may be considered non-responsive.

B. Request for Supplemental Information:

During the evaluation period, applicants may be requested to present supplemental information clarifying their proposal. This information must be submitted in writing and will be included as a formal part of the applicant's proposal.

C. Notification of Award:

After evaluation and selection of the successful applicant, all applicants will be notified of the acceptance or rejection of their proposals.

D. Disclosure of Proposal Contents:

To the extent permitted by law, applicants' proposals will not be disclosed, except for purposes of evaluation, prior to approval of the resulting contract by the School District. All material submitted becomes the property of the School District and may be returned or retained at the School District's discretion. Submitted proposals may be reviewed and evaluated by any person, other than one associated with a competing applicant, as designated by the School District. The School District reserves the right to use any and all ideas presented in any response to the RFP. Selection or rejection of a proposal does not affect this right. If a vendor believes that any information in its proposal constitutes a trade secret and wishes such information not be disclosed if requested by a member of the public pursuant to the State Freedom of Information Law, Article 6 of the Public Officers Law, the vendor shall submit with its proposal a letter specially identifying the page number, line or other appropriate designation that information which is a trade secret and explain in detail why such information is a trade secret. Failure by a vendor to submit such a letter with its proposal identifying trade secrets shall constitute a waiver by the applicant of any rights it may have under Section 89 (Subdivision 5) of the Public Officers Law relating to protection of trade secrets.

E. Independent Contractor Status:

It is understood and agreed that the Successful proposer, and its employees and agents, is an independent contractor, and not an employee of the District, and that they cannot bind the District to any obligation, or subject it to any liability whatsoever. As an independent contractor, the Successful proposer and any persons engaged by them shall not be entitled to any medical, health, pension, retirement, disability, unemployment, workers compensation or other insurance or coverage, or any other benefit, similar or dissimilar, from the District. Both parties shall make all tax or other governmental reports in accordance with its status as independent contractors.

F. Confidentiality

The successful proposer acknowledges that any and all information, records, files, documents or reports provided to the successful proposer by the School District shall be considered confidential and shall be handled accordingly at all times. It shall be the successful proposer's responsibility to protect and insure all portions of the School District's materials and records in its possession. Neither the successful proposer nor any of its employees, contractors, agents or volunteers shall at any time be permitted to utilize such confidential information for any

purpose outside the scope of this agreement without the expressed prior written authorization of the School District Board of Education. Any breach of this confidentiality by the successful proposer or any of its employees, agents or volunteers may result in the immediate termination of any resulting agreement by the School District.

Appendix A

New Hartford Central School district UPK/SUFDPK Policies and Procedures

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 OCFS, and areas in need of correction will be addressed in a timely manner.
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 New Hartford Central School 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 CPSE referral is appropriate and to identify if additional supports are necessary. In addition, The AGENCY will administer a district approved and curriculum-based assessment three times per school year-specifically in the Fall, Winter and Spring, using assessment instruments that are approved by the District and NYS.
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 AGENCY UPK teacher will visit a district 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 and that accommodations are made, as needed. The AGENCY will use the results of the screening assessment, classroom observations, and teacher or parental input to identify children who may require a referral to the Committee for Pre School Special Education. The AGENCY will work with parents and the New Hartford Central School 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. 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.
8. **Professional Development:** To ensure continuity from Pre-K to grades K-3, all AGENCY UPK teachers and Education Directors will be permitted and encouraged to attend relevant grades K-3 professional development activities. The New Hartford Central School District will provide one full day of pre- K specific professional development each year. The AGENCY is responsible for tracking the professional development hours attended by each teacher and Education Director.
9. **Family Engagement and Support:** Each AGENCY will provide parents with opportunities to gain an understanding of the SUFDPK 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 when possible.
10. **Physical Well-being and Health:** The Agency will provide a daily healthy snack and lunch for each student. Teaching staff will sit with and actively engage with children during meal time. 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 New Hartford Central School District, maintaining income and expense reports supported by detailed invoices, and any other financial and programmatic records that detail allocation.

Appendix B

New Hartford Central School District
Universal Pre-Kindergarten
Agency Information

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 <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:

Appendix C

Non-Collusive Bidding Certification

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

Statement of non-collusion in bids and proposal 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.

1. (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 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.

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

2. 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.

III. Debarment and Suspension Certification

To ensure that a school authority does not enter into a contract with a debarred or suspended company or individual, each school authority must require that each responsive bidder include a certification statement with each bid on each contract. By signing the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency. It is the responsibility of each bidder to sign the certification statement and submit it with any bid.

A school authority may rely upon the certification statement submitted by a bidder unless school authority personnel know that the certification is in error. In such cases, the school authority should contact the State agency for confirmation of the bidder's status relative to debarment and suspension.

Authorized Signature

Title

Bid Date

Appendix D

RESOLUTION - FOR CORPORATE BIDDERS ONLY

RESOLVED THAT _____ be authorized to sign and submit the bid or proposal of this corporation for the following project:

And to include in such bid or proposal the certificate as to non-collusion required by SECTION ONE HUNDRED THREE - D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by;

Corporation at a meeting of its Board of Directors held on the ___ day of ___ and is still in full force and effect this ___ day of ___

(Seal of Corporation)

(Secretary)

Appendix E

**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 as 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 _____, 2019

Notary Signature: _____ Date: _____

Firm's Name

Address

City, State, Zip

Appendix F

PROPOSER WARRANTIES AND CERTIFICATION

- A. We warrant that we are willing and able to comply with State of New York laws and regulations.
- B. We are 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, employees or agents thereof.
- C. We will not delegate or subcontract our responsibilities under an agreement without the express prior written permission of the New Hartford Central School District.
- D. We warrant that all information provided by us in connection with this proposal are true and accurate.
- E. We warrant that we have read the Request for Proposal (RFP) to provide the service of administering the District's Pre-Kindergarten (Pre-K) Program and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements thereto. We understand that our 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 agency proposal.
- F. We understand that all information included in, attached to, or required by this RFP shall become public record upon delivery to the District. We certify that the completion of the Proposal is a binding commitment to provide the service of administering the District's Pre- Kindergarten (Pre-K) Program requested as proposed herein.
- G. We certify, under penalty of perjury, that our agency has implemented written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all of our employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the NYS Labor Law.

Firm's Name

Address

City, State, Zip

Print Name

Signature

Phone

Fax

Appendix G

IRANIAN ENERGY DIVESTMENT CERTIFICATION

**Pursuant to Section 103-g
Of the New York State
General Municipal Law**

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - 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 Bidder/Proposer 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 political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an 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.

Signature

Title

Date _____

Company Name

Appendix H

**New Hartford Central School District
Universal Pre-Kindergarten
Hold Harmless Agreement
(This form must be signed and notarized)**

It is hereby agreed and understood that the contractor agrees to hold harmless and indemnify New Hartford Central School District, or any officer, agent, servant, or employee of the New Hartford Central School District from any ~~law~~ 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 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 contract.

The assumption of indemnity, liability and loss hereunder shall survive contractor's completion of service or other performance hereunder and any termination of this contract.

The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the New Hartford Central School District, New Hartford Central School District Board of Education, or any officer, agent, servant, or employee of the New Hartford Central School District on any claim or demand, and shall satisfy any judgment that may be rendered against the New Hartford Central School District, New Hartford Central School District Board of Education, or any officer, agent, servant, or employee of the New Hartford Central School District.

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 Dealer 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 Dealer.

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2024

Notary Signature: _____ Date: _____

